



International Swap Dealers Association, Inc.

MASTER AGREEMENT

dated as of May 30, 2007

SOCIETE GENERALE

and

SMPL COMP LTD

have entered and/or anticipate entering into one or more transactions (each a "Transaction") that are or will be governed by this Master Agreement, which includes the schedule (the "Schedule"), and the documents and other confirming evidence (each a "Confirmation") exchanged between the parties confirming those Transactions.

Accordingly, the parties agree as follows: --

1. Interpretation

(a) **Definitions.** The terms defined in Section 14 and in the Schedule will have the meanings therein specified for the purpose of this Master Agreement.

(b) **Inconsistency.** In the event of any inconsistency between the provisions of the Schedule and the other provisions of this Master Agreement, the Schedule will prevail. In the event of any inconsistency between the provisions of any confirmation and this Master Agreement (including the Schedule), such Confirmation will prevail for the purpose of the relevant Transaction.

(c) **Single Agreement.** All Transactions are entered into in reliance on the fact that this Master Agreement and all Confirmations form a single agreement between the parties (collectively referred to as this "Agreement"), and the parties would not otherwise enter into any Transactions.

2. Obligations

(a) General Conditions.

(i) Each party will make each payment or delivery specified in each Confirmation to be made by it, subject to the other provisions of this Agreement.

(ii) Payments under this Agreement will be made on the due date for value on that date in the place of the account specified in the relevant Confirmation or otherwise pursuant to this Agreement, in freely transferable funds and in the manner customary for payments in the required currency. Where settlement is by delivery (that is, other than by payment), such delivery will be made for receipt on the due date in the manner customary for the relevant obligation unless otherwise specified in the relevant Confirmation or elsewhere in this Agreement.

(iii) Each obligation of each party under Section 2(a)(i) is subject to (1) the condition precedent that no Event of Default or Potential Event of Default with respect to the other party has occurred and is continuing, (2) the condition precedent that no Early Termination Date in respect of the relevant Transaction has occurred or been effectively designated and (3) each other applicable condition precedent specified in this Agreement.

value of that which was (or would have been) required to be delivered as of the originally scheduled date for delivery, in each case together with (to the extent permitted under applicable law) interest, in the currency of such amounts, from (and including) the date such amounts or obligations were or would have been required to have been paid or performed to (but excluding) such Early Termination Date, at the Applicable Rate. Such amounts of interests will be calculated on the basis of daily compounding and the actual number of days elapsed. The fair market value of any obligation referred to in clause (b) above shall be reasonably determined by the party obliged to make the determination under Section 6(e) or, if each party is so obliged, it shall be the average of the Termination Currency Equivalents of the fair market values reasonably determined by both parties.

IN WITNESS WHEREOF the parties have executed this document on the respective dates specified below with effect from the date specified on the first page of this document.

SOCIETE GENERALE

and

SMPL COMP LTD

(Name of Party A)

(Name of Party B)

By:.....

Name: AAAA
Title: SSADSD
Date: 435435

By:

Name: EREWR
Title: HJGHJHG
Date: 65436346

By:.....

Name: EREWTEY
Title: TYGHGF
Date: 546546

By:

Name: RETSDGF
Title: SDFAF
Date: 4536457

ISDA SCHEDULE
to the
1992 Master Agreement
dated as of May 30, 2007

Between **SOCIETE GENERALE,**
(whose Head Office is located at no address at all no name country 6564)
("Party A")

and

(whose Head Office is located at) any adres that steerer kjasz 76574
("Party B")

Part 1
Termination Provisions

In this Agreement:

(a) **"Specified Entity"** means in relation to Party A for the purpose of :

Section 5(a)(v), none

Section 5(a)(vi), none

Section 5(a)(vii), none

Section 5(b)(iv), none

and in relation to Party B for the purpose of:—

Section 5(a)(v), none

Section 5(a)(vi), none

Section 5(a)(vii), none

Section 5(b)(iv), none

(b) **"Specified Transaction"** has the meaning specified in Section 14 of this Agreement.

(c) The **"Cross Default"** provisions of Section 5(a)(vi) will apply to Party A and to Party B.

"Specified Indebtedness" will have the meaning specified in Section 14 of this Agreement but shall exclude indebtedness in respect of deposits received in the ordinary course of business.

"Threshold Amount" means USD 10,000,000 or the equivalent in any other currency for each of Party A and Party B

(d) The **"Credit Event Upon Merger"** provisions of Section 5(b)(iv) will apply to Party A and Party B.

(c) The "**Automatic Early Termination**" provision of Section 6(a) will not apply to Party A and Party B; provided, however, that where there is an Event of Default under Section 5(a)(vii)(1), (3), (4), (5), (6) or to the extent analogous thereto, (8), and the Defaulting Party is governed by a system of law that would not otherwise permit termination to take place, then the Automatic Early Termination provisions of Section 6(a) will apply.

(f) **Payments on Early Termination.** For the purpose of Section 6(e) of this Agreement :

- (i) Market Quotation will apply; and
- (ii) The Second Method will apply.

(g) "**Termination Currency**" means United States Dollars (USD).

(h) **Additional Termination Event**

Ratings Downgrade

The long-term unsecured, unsubordinated debt of Party A is rated lower than "Baa3" by Moody's Investor Services, Inc. ("Moody's") or ceases to be rated by Moody's, is rated lower than "BBB" by Standard and Poor's Ratings Services, a division of The McGraw Hill Companies, Inc. ("S&P"), or ceases to be rated by S&P, or is rated lower than "BBB-" by Fitch Ratings Ltd. ("Fitch"), or ceases to be rated by Fitch. The short-term senior unsecured, unsubordinated debt of Party A is rated lower than "P-1" by Moody's Investor Services, Inc. ("Moody's") or ceases to be rated by Moody's, is rated lower than "A-1+" by Standard and Poor's Ratings Services, a division of The McGraw Hill Companies, Inc. ("S&P"), or ceases to be rated by S&P, or is rated lower than "F1" by Fitch Ratings Ltd. ("Fitch"), or ceases to be rated by Fitch.

Part 3

Agreement to Deliver Documents

For the purpose of Section 4(a)(i) and (ii) of this Agreement, each party agrees to deliver the following documents, as applicable:

(a) Tax forms, documents or certificates to be delivered are :

Party required to deliver document	Form/Document/Certificate	Date by which to be delivered
Party A and Party B	No documents.	

(b) Other documents to be delivered are :

Party required to deliver document	Form/Document/Certificate	Date by which to be delivered	Covered by Section 3(d) Representation
Party A and Party B	Evidence satisfactory in form and substance to the other party of the names, titles and authority, and specimen signatures of, the persons authorised to execute this Agreement and each Confirmation on its behalf.	Upon execution of this Master Agreement and thereafter on request of the other Party.	Yes
Party B	[Certified Certificate of Incorporation, Memorandum & Articles of incorporation, By-laws and other constitutional documents]	[Upon request by Party A.]	[Yes]
	[An opinion of counsel in form and substance acceptable to Party A].	Upon execution of this Master Agreement	[Yes]

Part 4 Miscellaneous

(a) **Addresses for notices.** For the purpose of Section 12(a) of this Agreement :

- Addresses for notices or communications to Party A:

(i) With respect to notices pursuant to Section 5 (other than notices under Section 5(a)(i)) and Section 6 of the Agreement:

Attention : (OOP / MMK)

- Société Générale, no hut no home addres 874
- SWIFT : UYIASD OISD
- Telex n°: 79795 Answerback : TYTYTY
- Telephone n°: 651454

(ii) With respect to notices pursuant to Section 13(c) of the Agreement:

Attention: no one here

- Société Générale, 2312 above the floor 78143

(iii) With respect to all other notices or communications: as specified in the Confirmation of each Transaction.

- Address(es) for notices or communications to Party B:

Address: no street mansdu ounrety 762135

Attention: (poposdo /a asjdios)

Telex No.: 8789778 Answerback:

Facsimile No.: Telephone No.: 78674454

Electronic Messaging System Details: sdasdsadh@mail.xcjhs

(b) **Process Agent.** For the purpose of Section 13(c) of this Agreement :

- Party A appoints as its Process Agent: SOCIETE GENERALE, ghasdbasd asdhut
countru 87664

- Party B appoints as its Process Agent: POpo Opp Corporate Services Limited,
nth floor no street main road country 67234

(c) **Offices.** The provisions of Section 10(a) will apply to this Agreement.

(d) **Multibranch Party.** For the purpose of Section 10(c) of this Agreement :

- Party A is a Multibranch Party and may act through its Head Office and any of its branch
offices worldwide.

- Party B is not a Multibranch Party.

(e) **Calculation Agent** The Calculation Agent is Party A, unless otherwise specified in a
Confirmation in relation to the relevant Transaction.

(f) **Credit Support Document:** Details of any Credit Support Document : None .

(g) **Credit Support Provider.**

- Credit Support Provider means in relation to Party A: none

- Credit Support Provider means in relation to Party B: none

(h) **Governing Law.** This Agreement will be governed by and construed in accordance with
English law.

(i) **"Netting of Payments".** Section 2(c) (ii) of this Agreement will apply.

(j) **"Affiliate"** will have the meaning specified in Section 14 of this Agreement.

Part 5
Other Provisions

(a) The following provision is added as Section 3(g) under **Section 3 – Representations** :

3 (g) *Relationship Between Parties.* Absent a written agreement between the parties that expressly imposes affirmative obligations to the contrary for a Transaction:—

- (1) *Non-Reliance.* It is acting for its own account, and it has made its own independent decisions to enter into that Transaction and as to whether that Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into that Transaction, it being understood that information and explanations related to the terms and conditions of a Transaction will not be considered investment advice or a recommendation to enter into that Transaction. No communication (written or oral) received from the other party will be deemed to be an assurance or guarantee as to the expected results of that Transaction.
- (2) *Assessment and Understanding.* It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of that Transaction. It is also capable of assuming, and assumes, the risks of that Transaction.
- (3) *Status of Parties.* The other party is not acting as a fiduciary for or an adviser to it in respect of that Transaction.

(b) **Section 3(a) - Basic Representations** - is amended by the addition of the following sub-section:

(vi) **Eligible Contract Participant.** It is an "eligible contract participant" defined in the Commodity Exchange Act, as amended.

(c) **Section 6 - Early Termination** - is amended as follows:

- Section 6(e)(iii) - **Adjustment for Bankruptcy**- is completed to include the following sentence after the existing sentence:

In addition to, and notwithstanding anything to the contrary in the preceding sentence of this Section 6(e)(iii), if an Early Termination Date has occurred under Section 6(a) as a result of Automatic Early Termination, and if the Non-defaulting Party determines that it either sustained or incurred a loss or damage or benefited from a gain in respect of any Transaction, as a result of movement in interest rates, currency exchange rates or market quotations between the Early Termination Date and the date (the "Determination Date") upon which the Non-defaulting Party first becomes aware that the Early Termination Date has occurred under Section 6(a), THEN

the amount of such loss or damage shall be added to the amount due by the Defaulting Party or deducted from the amount due by the Non-defaulting Party, as the case may be (in both cases pursuant to Section 6(e)(i)(3)); or

the amount of such gain shall be deducted from the amount due by the Defaulting Party or added to the amount due by the Non-defaulting Party, as the case may be (in both cases pursuant to Section 6(e)(i)(3)).

- The following is added as paragraph (f) at the end of the Section :

Set-Off. Any amount (the "Early Termination Amount") payable to one party (the "Payee") by the other party (the "Payer") under Section 6(e), in circumstances where there is a Defaulting Party or one Affected Party in the case where a Termination Event under Section 5(b)(iv), or an Additional Termination Event which leads to the termination of all outstanding Transactions, has occurred, will, at the option of the party ("X") other than the Defaulting Party or the Affected Party (and without prior notice to the Defaulting Party or the Affected Party), be reduced by its set-off against any amount(s) (the "Other Agreement Amount") payable (whether at such time or in the future or upon the occurrence of a contingency) by the Payee to the Payer (irrespective of the currency, place of payment or booking office of the obligation) under any other agreement(s) between the Payee and the Payer or instrument(s) or undertaking(s) issued or executed by one party to, or in favor of, the other party (and the Other Agreement Amount will be discharged promptly and in all respects to the extent it is so set-off). X will give notice to the other party of any set-off effected under this Section 6(f).

For this purpose, either the Early Termination Amount or the Other Agreement Amount (or the relevant portion of such amounts) may be converted by X into the currency in which the other is denominated at the rate of exchange at which such party would be able, acting in a reasonable manner and in good faith, to purchase the relevant amount of such currency.

If an obligation is unascertained, X may in good faith estimate that obligation and set-off in respect of the estimate, subject to the relevant party accounting to the other when the obligation is ascertained.

Nothing in this Section 6(f) shall be effective to create a charge or other security interest. This Section 6(f) shall be without prejudice and in addition to any right of set-off, combination of accounts, lien or other right to which any party is at any time otherwise entitled (whether by operation of law, contract or otherwise).

- (d) **Recording of Conversations.** Each party (i) consents to the recording of telephone conversations between the trading, marketing and other relevant personnel of the parties in connection with this Agreement or any potential Transaction, (ii) agrees to obtain any necessary consent of, and give any necessary notice of such recording to, its relevant personnel and (iii) agrees, to the extent permitted by applicable law, that recordings may be submitted in evidence in any Proceedings.
- (e) **Confirmations.** Any (i) Specified Transaction or (ii) swap option, credit protection transaction, credit swap, credit default swap, credit default option, total return swap, credit spread transaction, weather index transaction, or forward purchase or sale of a commodity or other financial instrument or interest into which the parties have entered or may enter and in respect of which confirming evidence does not expressly exclude the application of this Agreement shall be governed by this Agreement. Any such confirmation shall be a «Confirmation», and any transaction under (i) and (ii) shall be deemed to constitute a Transaction for the purpose of this Agreement. In particular, it is agreed that where in terms of standard industry practice confirmation is by electronic messaging system or SWIFT, such confirmation shall serve as a Confirmation irrespective of whether reference is made to this Agreement in such Confirmation.
-) **Third Party Rights.** The terms of this Agreement may be enforced only by a party to it or its successors and the United Kingdom's Contracts (Rights of Third Parties) Act 1999 is expressly excluded.

(g) **Pari passu clause.**- Section 3 is amended to add the following new Section 3 (g): The obligations of the parties pursuant to this Agreement are direct and unsecured and will rank equally with all other present or future unsecured obligations of the parties (except any such obligations as are preferred by law and pari passu and rateably among themselves).

SOCIETE GENERALE (Party A)

B)

SMPL COMP LTD

(Party

Name : WWWWW
Title : RRRRR

Name: TTTTT
Title: JHGKGJ