

Prospectus

Rubrika Finance Company Limited

(a company incorporated with limited liability under the laws of Ireland)

Series 11

EUR 10,000,000 Single Name Cash Settled Credit-linked Notes due 2016

Issue Price: 100 per cent.

This Prospectus has been prepared for the purpose of giving information about the issue by Rubrika Finance Company Limited (the "**Company**") as issuer of the series of notes listed above (the "**Notes**") and should be read in conjunction with the sections of the Base Prospectus dated 11 July 2012 relating to the Programme for the Issuance of Notes and other Secured Obligations (the "**Base Prospectus**"), that are incorporated by reference herein (see "Incorporation" below). The Notes will be issued on the terms set out in the section of the Base Prospectus headed "Master Conditions" (pages 69 to 133 inclusive), as supplemented and modified by the specific conditions prepared for the Notes (the "**Final Terms**") and by the provisions of any Global Note or Global Certificate representing such Notes (see "Terms of the Notes" below).

References in this Prospectus and the Base Prospectus to the Programme shall be construed as referring to the Programme for the Issuance of Notes and Other Secured Obligations (the "**Programme**"), which was established by the Company executing a programme deed (the "**Programme Deed**") and under which Programme the Notes are being issued. Terms used but not defined herein that are defined in the sections of the Base Prospectus incorporated herein shall have the same meaning in this Prospectus.

The Prospectus has been approved by the Central Bank of Ireland (the "**Central Bank**"), as competent authority under Directive 2003/71/EC (as amended) (the "**Prospectus Directive**"). The Central Bank only approves this Prospectus as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Directive. This Prospectus will be available on the Central Bank's website (www.centralbank.ie).

This Prospectus constitutes a "prospectus" for the purposes of the Prospectus Directive.

Such approval relates only to the Notes as defined above which are to be admitted to trading on the regulated market of the Irish Stock Exchange or other regulated markets for the purposes of Directive 2004/39/EC (the "**Markets in Financial Instruments Directive**") or which are to be offered to the public in any Member State of the European Economic Area. The Central Bank has neither reviewed nor approved this Prospectus in relation to any other notes issued by the Company.

Application has been made to the Irish Stock Exchange for the Notes to be admitted to the Official List of the Irish Stock Exchange (the "**Official List**") and trading on its regulated market. Such market is a regulated market for purposes of the Markets in Financial Instruments Directive.

For the purposes of the Notes, references to Final Terms in this Prospectus and in the section of the Base Prospectus entitled "Master Conditions" (pages 69 to 133 inclusive) incorporated herein are to the "Final Terms" as defined in the document dated 31 May 2013, which sets out the series-specific terms of the Notes and which, in relevant part, is set out in "Terms of the Notes" below. For the avoidance of doubt, such document does not constitute "final terms" for the purposes of Regulation 23 of S.I. 324, Prospectus (Directive 2003/71/EC) Regulations 2005.

A copy of this Prospectus will be filed with the Irish Companies Registration Office in accordance with Regulation 38(1)(b) of S.I. No. 324, Prospectus (Directive 2003/71/EC) Regulations 2005.

ARRANGER AND DEALER

J.P. Morgan

Dated: 13 June 2013

The Company accepts responsibility for the information contained in this Prospectus. To the best of the knowledge and belief of the Company, having taken all reasonable care to ensure that such is the case, the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information. For the avoidance of doubt, the Company accepts such responsibility in respect of itself and its Programme, but does not accept any responsibility for any information contained in the Base Prospectus which relates to any other issuer under that issuer's programme for which responsibility is accepted by such other issuer as provided in the Base Prospectus.

No person has been authorised to give any information or to make any representations other than those contained in this Prospectus and any documents incorporated by reference herein in connection with the issue or sale of the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Company or the Dealer. Neither the delivery of this Prospectus, nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Company since the date hereof or that there has been no adverse change in the financial position of the Company since the date hereof or that any other information supplied in connection with the Notes is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same. Neither the Arranger nor the Dealer undertakes to review the financial condition or affairs of the Company at any time.

Neither the Arranger nor the Dealer has separately verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by the Arranger or the Dealer as to the accuracy or completeness of the information contained in this Prospectus, any Final Terms or any other information provided by the Company in connection with the Notes. Neither the Arranger nor the Dealer accepts liability in relation to the information contained in this Prospectus, any Final Terms or any other information provided by the Company in connection with the Notes.

None of this Prospectus, any Final Terms or any other information supplied in connection with the Notes constitutes investment advice. None of the Company, the Arranger, the Broker, the Dealer, the Trustee, the Counterparty (or any Credit Support Provider of such Counterparty), the Custodian or any Agent, or any subsidiary, holding or associated company of any of them (including any directors, officers or employees thereof) is acting as an investment advisor or providing advice of any other nature, or assumes any fiduciary obligation, to any investor in the Notes.

None of this Prospectus, any Final Terms or any other information supplied in connection with the Notes is intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by the Company, the Arranger or the Dealer that any recipient of this Prospectus, any Final Terms or any other information supplied in connection with the Notes, should purchase any of the Notes. Each investor contemplating purchasing any of the Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness of the Company and of the tax, accounting, legal and regulatory consequences of an investment in any of the Notes for such investor. Each Noteholder takes full responsibility for its decision to purchase any Notes and the terms on which it does so. None of the Arranger, the Broker, the Dealer, the Trustee, the Counterparty (or any Credit Support Provider of such Counterparty), the Custodian or any Agent, or any subsidiary, holding or associated company of any of them (including any directors, officers or employees thereof) makes any representation or warranty whatsoever or accepts any responsibility with respect to the Outstanding Charged Assets for the Notes or the creditworthiness of the Underlying Obligor with respect to such Outstanding Charged Assets. The information in this Prospectus in respect of the Original Charged Assets and the obligor thereof has been accurately reproduced from the issue documentation in respect of the Original Charged Assets. So far as the Company is aware and is able to ascertain from such information published by the obligor of the Original Charged Assets, no facts have been omitted which would render the reproduced information inaccurate or misleading. In addition, none of the Arranger, the Broker, the Dealer, the Trustee, the Counterparty (or any Credit Support Provider of such Counterparty), the Custodian or any Agent, or any subsidiary, holding or associated company of any of them (including any directors, officers or employees thereof) makes any representation or warranty whatsoever or accepts any responsibility as to the effect or possible effect of the linking of any payments due under the Notes to the performance of any other entity or index. None of the Arranger, the Broker, the Dealer, the Trustee, the Counterparty (or any Credit Support Provider of such Counterparty), the Custodian or any Agent, or any subsidiary, holding or associated company of any of them (including any directors, officers or employees thereof) undertakes to review the financial condition or affairs of the Company during the life of the Notes or to advise any purchaser or potential purchaser of the Notes of any information coming to the attention of any of the parties which is not included in this Prospectus.

Neither this Prospectus nor any Final Terms constitute an offer of, or an invitation by or on behalf of, the Company, the Arranger or the Dealer to subscribe for, or purchase, any Notes. The distribution of this Prospectus or the Final Terms and the offering or sale of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus or the Final Terms come are required by the Company, the Arranger and the Dealer to inform themselves about and to observe any such restrictions.

The Notes may be sold by the Dealer from time to time to other purchasers in negotiated transactions.

The Notes are in bearer form and are subject to U.S. tax law requirements.

The information set forth herein, to the extent that it comprises a description of certain provisions of the documentation relating to the transactions described herein, is a summary and is not presented as a full statement of the provisions of such documentation. Such summaries are qualified by reference to and are subject to the provisions of such documentation.

The language of this Prospectus is English.

This Prospectus contains references to credit ratings granted by Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. ("**S&P**"), Moody's Investors Service, Inc. ("**Moody's**") and Fitch Ratings Limited ("**Fitch**"). Fitch is established in the European Community and is registered in accordance with Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies (the "**Regulation**"). S&P and Moody's are not established in the European Community and have not applied for registration pursuant to the Regulation.

In this Prospectus, unless otherwise specified or the context otherwise requires, references to "**U.S.\$**" and "**U.S. dollars**" are to United States dollars, references to "**EUR**", "**euro**" and "**€**" are to the euro as specified in the Treaty on the Functioning of the European Union, and references to "**pounds**", "**sterling**", "**GBP**" and "**£**" are to the lawful currency of the United Kingdom.

In this Prospectus, unless otherwise specified or the context otherwise requires, references to "**Morgan**" are to J.P. Morgan Securities plc.

General Notice

EACH PURCHASER OF THE NOTES MUST COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS IN FORCE IN EACH JURISDICTION IN WHICH IT PURCHASES, OFFERS OR SELLS THE NOTES OR POSSESSES OR DISTRIBUTES THIS PROSPECTUS OR ANY FINAL TERMS AND MUST OBTAIN ANY CONSENT, APPROVAL OR PERMISSION REQUIRED FOR THE PURCHASE, OFFER OR SALE BY IT OF THE NOTES UNDER THE LAWS AND REGULATIONS IN FORCE IN ANY JURISDICTIONS TO WHICH IT IS SUBJECT OR IN WHICH IT MAKES SUCH PURCHASES, OFFERS OR SALES, AND NONE OF THE COMPANY, THE ARRANGER OR THE DEALER (INCLUDING THE DIRECTORS, OFFICERS OR EMPLOYEES THEREOF) SHALL HAVE ANY RESPONSIBILITY THEREFOR.

THE NOTES MAY BE SUBJECT TO RESTRICTIONS ON TRANSFER AND RESALE AS DETAILED IN THIS PROSPECTUS. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF AN INVESTMENT IN THE NOTES FOR AN INDEFINITE PERIOD OF TIME.

Important Notice Regarding Certain United States Laws

THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES, AND THE COMPANY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "**INVESTMENT COMPANY ACT**") IN RELIANCE, WHERE APPLICABLE, ON THE EXCEPTION PROVIDED UNDER SECTION 3(c)(7) OF THE INVESTMENT COMPANY ACT.

THE NOTES WILL BE OFFERED, SOLD AND DELIVERED AS PART OF THEIR DISTRIBUTION ONLY OUTSIDE THE UNITED STATES TO, OR FOR THE ACCOUNT OR BENEFIT OF, NON-U.S. PERSONS IN COMPLIANCE WITH REGULATIONS UNDER THE SECURITIES ACT.

REGARD SHOULD BE HAD TO APPENDIX A OF THE BASE PROSPECTUS WHICH SETS OUT CERTAIN INFORMATION REGARDING THE BOOK-ENTRY NATURE OF THE NOTES AND ALSO SETS OUT THE TRANSFER RESTRICTIONS APPLICABLE TO THE NOTES.

IN MAKING AN INVESTMENT DECISION, PURCHASERS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE NOTES HAVE

NOT BEEN APPROVED OR DISAPPROVED BY ANY U.S. FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS PROSPECTUS OR ANY OTHER DOCUMENT PRODUCED IN CONNECTION WITH THE NOTES. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE IN THE UNITED STATES.

Certain ERISA Restrictions

EACH PURCHASER AND TRANSFEREE OF A NOTE, OR OF ANY INTEREST THEREIN, WILL BE DEEMED TO HAVE REPRESENTED, AGREED AND ACKNOWLEDGED THAT, AT THE TIME OF ITS ACQUISITION AND THROUGHOUT THE PERIOD OF ITS HOLDING AND DISPOSITION OF SUCH NOTE OR INTEREST THEREIN, (1) IT IS NOT, AND IS NOT USING THE ASSETS OF, (A) (i) AN **"EMPLOYEE BENEFIT PLAN"** (AS DEFINED IN SECTION 3(3) OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (**"ERISA"**)) THAT IS SUBJECT TO THE FIDUCIARY RESPONSIBILITY REQUIREMENTS OF TITLE I OF ERISA, (ii) A **"PLAN"** TO WHICH SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE **"CODE"**) APPLIES, OR (iii) AN ENTITY WHOSE UNDERLYING ASSETS INCLUDE **"PLAN ASSETS"** (AS DETERMINED PURSUANT TO THE **"PLAN ASSETS REGULATION"** ISSUED BY THE U.S. DEPARTMENT OF LABOR AT 29 C.F.R. SECTION 2510.3-101 AS MODIFIED BY SECTION 3(42) OF ERISA) BY REASON OF ANY SUCH EMPLOYEE BENEFIT PLAN'S OR PLAN'S INVESTMENT IN THE ENTITY (ANY SUCH PLAN OR ENTITY DESCRIBED IN (i), (ii), OR (iii), A **"BENEFIT PLAN INVESTOR"**) OR (B) A NON-U.S. PLAN, GOVERNMENTAL PLAN, CHURCH PLAN OR OTHER PLAN THAT IS SUBJECT TO ANY FEDERAL, STATE, LOCAL, NON-U.S. OR OTHER LAW OR REGULATION THAT IS SIMILAR TO THE PROVISIONS OF SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE (A **"SIMILAR LAW"**) UNLESS ITS ACQUISITION AND HOLDING AND DISPOSITION OF SUCH NOTE, OR ANY INTEREST THEREIN, WILL NOT CONSTITUTE A VIOLATION OF SUCH SIMILAR LAW, AND (2) IT WILL NOT SELL OR OTHERWISE TRANSFER ANY SUCH NOTE, OR ANY INTEREST THEREIN, TO ANY PERSON WITHOUT FIRST OBTAINING FROM SUCH PERSON THESE SAME FOREGOING WRITTEN REPRESENTATIONS, AGREEMENTS AND ACKNOWLEDGEMENTS. ANY PURPORTED TRANSFER TO A TRANSFEREE THAT DOES NOT COMPLY WITH SUCH REQUIREMENTS SHALL BE NULL AND VOID *AB INITIO*.

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Risk Factors

Prospective investors should refer to the section entitled "Risk Factors" contained in the Base Prospectus (pages 20 to 53 inclusive) and incorporated by reference herein.

THE NOTES ARE COMPLEX INSTRUMENTS THAT INVOLVE SUBSTANTIAL RISKS AND ARE SUITABLE ONLY FOR SOPHISTICATED INVESTORS WHO HAVE SUFFICIENT KNOWLEDGE AND EXPERIENCE AND ACCESS TO PROFESSIONAL ADVISERS AS THEY SHALL CONSIDER NECESSARY IN ORDER TO MAKE THEIR OWN EVALUATION OF THE RISKS AND THE MERITS OF SUCH AN INVESTMENT (INCLUDING WITHOUT LIMITATION THE TAX, ACCOUNTING, CREDIT, LEGAL, REGULATORY AND FINANCIAL IMPLICATIONS FOR THEM OF SUCH AN INVESTMENT) AND WHO HAVE CONSIDERED THE SUITABILITY OF THE NOTES IN LIGHT OF THEIR OWN CIRCUMSTANCES AND FINANCIAL CONDITION. IN PARTICULAR, THE NOTES SHOULD NOT BE PURCHASED BY OR SOLD TO INDIVIDUALS AND OTHER NON-EXPERT INVESTORS. EACH PROSPECTIVE INVESTOR IN THE NOTES SHOULD HAVE SUFFICIENT FINANCIAL RESOURCES AND LIQUIDITY TO BEAR ALL OF THE RISKS OF AN INVESTMENT IN THE NOTES. OWING TO THE STRUCTURED NATURE OF THE NOTES THEIR PRICE MAY BE MORE VOLATILE THAN THAT OF UNSTRUCTURED SECURITIES.

THE AMOUNTS OF THE COMPANY'S PAYMENT OBLIGATIONS UNDER THE NOTES ARE DEPENDENT UPON THE CREDIT OF A CERTAIN REFERENCE ENTITY (THE "REFERENCE ENTITY") AND UPON THE CREDIT OF THE OUTSTANDING CHARGED ASSETS AND OF THE COUNTERPARTY. THE REFERENCE ENTITY HAS THE CREDIT POSITION SPECIFIED IN THE RELEVANT ANNEX HERETO. INVESTORS MUST SATISFY THEMSELVES AS TO THE NATURE, IDENTITY AND CREDIT STATUS OF THE REFERENCE ENTITY, THE UNDERLYING OBLIGORS OF THE ORIGINAL CHARGED ASSETS AND THE COUNTERPARTY AND THE EXTENT OF THE CREDIT EXPOSURE TAKEN.

DEFAULT OR SIMILAR EVENTS BY, OR IN RESPECT OF, THE REFERENCE ENTITY WILL RESULT IN REDUCTIONS IN THE AMOUNTS OF PRINCIPAL AND INTEREST PAYABLE IN RESPECT OF THE NOTES. DEFAULT OR SIMILAR EVENTS BY, OR IN RESPECT OF, THE UNDERLYING OBLIGORS OF ANY OUTSTANDING CHARGED ASSETS OR BY, OR IN RESPECT OF, THE COUNTERPARTY OR DEFAULT OR UNSCHEDULED PAYMENTS WITH RESPECT TO ANY OUTSTANDING CHARGED ASSETS OR THE FAILURE OF ANY OUTSTANDING CHARGED ASSETS TO PAY IN ACCORDANCE WITH THEIR EXPECTED PAYMENTS SCHEDULE MAY CAUSE THE NOTES TO REDEEM EARLY. IN ADDITION, THE NOTES MAY REDEEM EARLY DUE TO TAX IMPOSITION AND OTHER EVENTS AFFECTING THE SWAP AGREEMENT AND/OR ANY OUTSTANDING CHARGED ASSETS. ANY OF THESE EVENTS MAY CAUSE SIGNIFICANT LOSSES TO THE NOTEHOLDERS AND MAY RESULT IN THE NOTES REDEEMING AT ZERO.

Incorporation

The following information contained in the Base Prospectus shall be incorporated in, and form part of, this Prospectus, save that any statement contained therein shall be deemed to be modified or superseded for the purpose of this Prospectus to the extent that a statement contained herein modifies or supersedes such statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Prospectus.

The table below sets out the relevant page references for the information incorporated herein by reference.

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Risk Factors	pp. 20–53
Conflicts of Interest	pp. 54-55
Commonly Asked Questions	pp. 56-68
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Irish Company Taxation

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The parts of the Base Prospectus not listed in the table above are either not relevant for an investor or are covered elsewhere in this Prospectus. Accordingly, any information not listed in the table above but included in the Base Prospectus is given for information purposes only.

Full information on the Notes is only available on the basis of the combination of the provisions set out in this document, the information from the Base Prospectus listed in the table above and the applicable Final Terms. Prospective investors who have not previously reviewed all such information should do so in connection with their evaluation of the Notes.

The Base Prospectus is available on the website of the Irish Stock Exchange at http://www.ise.ie/debt_documents/Base%20Prospectus_a430481b-f8ed-4854-82aa-e19766815c9d.pdf

The Principal Paying Agent on behalf of the Company will provide a paper copy of the Prospectus, the Base Prospectus, free of charge, on request by an investor in any Note or beneficial interest therein. Any such request should be directed to the Principal Paying Agent at the specified office of the Principal Paying Agent shown on the final page of this Prospectus.

Any reference to websites in this Prospectus is for information purposes only and such websites shall not form part of this document.

For the purposes of the Base Prospectus and this Prospectus, each reference to the “**Listed Company**” in this Prospectus shall mean the Company.

Description of the Notes

On 4 June 2013, the Company issued the following Notes:

Notes	Expected Rating(s)
EUR 10,000,000 Single Name Cash Settled Credit-linked Notes due 2016	Not Applicable

The terms of the Notes are set out in "Terms of the Notes" below.

Terms of the Notes

The Notes issued by the Company will be subject to the Master Conditions set out in the Principal Trust Deed in effect on 4 June 2013 in respect of the Programme for the Issuance of Notes and other Secured Obligations, as reproduced in the section of the Base Prospectus entitled "Master Conditions" (pages 69 to 133 inclusive) and incorporated by reference herein, and also to the following terms (the "Final Terms"), as the same may be supplemented or varied by the provisions of any Global Note or Global Certificate (including any legend or capitalised text thereon) representing such Notes).

The Notes were issued pursuant to the Final Terms dated 31 May 2013, which are reproduced below.

Terms of the Notes

PART A – CONTRACTUAL TERMS

Additional Information

The additional information in this section does not constitute part of the Conditions of the Notes and is subject to amendment at any time without reference to the Noteholders.

The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”) and are in bearer form and subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered in the United States or to, or for the account or benefit of, U.S. persons. For a description of certain further restrictions on offers and sales of the Notes and distribution of the offering documentation with respect to the Notes, see the Base Prospectus.

The Notes will not be rated.

Conditions of the Notes

THE NOTES ARE COMPLEX INSTRUMENTS THAT INVOLVE SUBSTANTIAL RISKS AND ARE SUITABLE ONLY FOR SOPHISTICATED INVESTORS WHO HAVE SUFFICIENT KNOWLEDGE AND EXPERIENCE AND ACCESS TO PROFESSIONAL ADVISERS AS THEY SHALL CONSIDER NECESSARY IN ORDER TO MAKE THEIR OWN EVALUATION OF THE RISKS AND THE MERITS OF SUCH AN INVESTMENT (INCLUDING WITHOUT LIMITATION THE TAX, ACCOUNTING, CREDIT, LEGAL, REGULATORY AND FINANCIAL IMPLICATIONS FOR THEM OF SUCH AN INVESTMENT) AND WHO HAVE CONSIDERED THE SUITABILITY OF THE NOTES IN LIGHT OF THEIR OWN CIRCUMSTANCES AND FINANCIAL CONDITION. IN PARTICULAR, THE NOTES SHOULD NOT BE PURCHASED BY OR SOLD TO INDIVIDUALS AND OTHER NON-EXPERT INVESTORS. EACH PROSPECTIVE INVESTOR IN THE NOTES SHOULD HAVE SUFFICIENT FINANCIAL RESOURCES AND LIQUIDITY TO BEAR ALL OF THE RISKS OF AN INVESTMENT IN THE NOTES. OWING TO THE STRUCTURED NATURE OF THE NOTES THEIR PRICE MAY BE MORE VOLATILE THAN THAT OF UNSTRUCTURED SECURITIES.

THE AMOUNTS OF THE COMPANY’S PAYMENT OBLIGATIONS UNDER THE NOTES ARE DEPENDENT UPON THE CREDIT OF A CERTAIN REFERENCE ENTITY (THE “REFERENCE ENTITY”) AND UPON THE CREDIT OF THE OUTSTANDING CHARGED ASSETS AND OF THE COUNTERPARTY. THE REFERENCE ENTITY HAS THE CREDIT POSITION SPECIFIED IN THE RELEVANT ANNEX HERETO. INVESTORS MUST SATISFY THEMSELVES AS TO THE NATURE, IDENTITY AND CREDIT STATUS OF THE REFERENCE ENTITY, THE UNDERLYING OBLIGORS OF THE ORIGINAL CHARGED ASSETS AND THE COUNTERPARTY AND THE EXTENT OF THE CREDIT EXPOSURE TAKEN.

DEFAULT OR SIMILAR EVENTS BY, OR IN RESPECT OF, THE REFERENCE ENTITY WILL RESULT IN REDUCTIONS IN THE AMOUNTS OF PRINCIPAL AND INTEREST PAYABLE IN RESPECT OF THE NOTES. DEFAULT OR SIMILAR EVENTS BY, OR IN RESPECT OF, THE UNDERLYING OBLIGORS OF ANY OUTSTANDING CHARGED ASSETS OR BY, OR IN RESPECT OF, THE COUNTERPARTY OR DEFAULT OR UNSCHEDULED PAYMENTS WITH RESPECT TO ANY OUTSTANDING CHARGED ASSETS OR THE FAILURE OF ANY OUTSTANDING CHARGED ASSETS TO PAY IN ACCORDANCE WITH THEIR EXPECTED PAYMENTS SCHEDULE MAY CAUSE THE NOTES TO REDEEM EARLY. IN ADDITION, THE NOTES MAY REDEEM EARLY DUE TO TAX IMPOSITION AND OTHER EVENTS AFFECTING THE SWAP AGREEMENT AND/OR ANY OUTSTANDING CHARGED ASSETS. ANY OF THESE EVENTS MAY CAUSE SIGNIFICANT LOSSES TO THE NOTEHOLDERS AND MAY RESULT IN THE NOTES REDEEMING AT ZERO.

The Notes issued by the Company will be subject to the Master Conditions set out in the Principal Trust Deed dated 11 July 2012 in respect of the Company’s Programme for the Issuance of Notes and other Secured Obligations and reproduced in the Base Prospectus dated 11 July 2012 (the “**Base Prospectus**”), and also to the following terms (such terms, together with any schedules hereto, the “**Final Terms**” in relation to the Notes), in each case as the same may be supplemented or varied by the provisions of any Global Note (including any legend or capitalised text thereon) representing such Notes.

Terms defined in these Final Terms shall have the same meanings for the purposes of the Master Conditions and the Credit Provisions Annex set out in Schedule 1 hereto. Terms used herein but not defined herein shall have the meanings given to

them in the Master Conditions and the Credit Provisions Annex. In the event of any inconsistency between these Final Terms, the Credit Provisions Annex and the Master Conditions, these Final Terms shall govern. In the event of any inconsistency between the Credit Provisions Annex and the Master Conditions, the Credit Provisions Annex shall govern.

This document constitutes the Final Terms of the Notes described herein and must be read in conjunction with the Base Prospectus. Full information on the Company and the Notes is only available on the basis of the combination of such documents.

Prospective investors should note that these Final Terms do not constitute 'final terms' within the meaning of the Prospectus Directive.

(Note: headings are for ease of reference only)

Company:	Rubrika Finance Company Limited
Series Number:	11
Tranche Number:	1
Currency of Denomination:	Euro (" EUR ")
Relevant Currency:	EUR
Aggregate Principal Amount:	EUR 10,000,000
Trade Date:	22 May 2013
Issue Date:	4 June 2013
Issue Price:	100 per cent.
Original Charged Assets:	The " Original Charged Assets " shall comprise EUR 10,000,000 principal amount of an issue by Romania of 5.250% Notes due 2016 (ISIN: XS0638742485) and to be purchased on or about the Issue Date.
Swap Agreement(s):	Yes
Credit Support Annex:	No
Counterparty:	J.P. Morgan Securities plc
Dealer:	J.P. Morgan Securities plc
Custodian:	The Bank of New York Mellon SA/NV, London Branch
Principal Paying Agent:	The Bank of New York Mellon, London Branch
Determination Agent:	J.P. Morgan Securities plc
Settlement Method:	Auction Settlement

Condition 1 (Form, Denomination and Title)

Form of Notes:	Bearer Notes
Temporary Global Note exchangeable for Permanent Global Note or Definitive Bearer Notes:	Yes, exchangeable for Permanent Global Note in the circumstances specified in the Temporary Global Note.
Certificates to be Issued:	Not Applicable

New Global Note:	No
Global Certificate under New Safekeeping Structure:	Not Applicable
Denomination(s):	EUR 100,000
Calculation Amount:	EUR 100,000

Condition 4 (Security)

Substitution of Original Charged Assets pursuant to Condition 4(i):	Permitted
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Condition 6 (Interest)

Interest Basis:	Fixed Rate
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Floating Rate:	Not Applicable
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Fixed Rate:	Applicable
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Interest Rate:	3.15 per cent per annum
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Specified Interest Payment Dates:	17 June in each year from and including 17 June 2013 and to and including 17 June 2016 (the first Specified Interest Payment Date is 17 June 2013 and the amount of interest per Note payable on the first Specified Interest Payment Date shall be EUR 11,375), provided that if, in respect of any Specified Interest Payment Date:
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(i) an Event Determination Date has occurred and the Final Price in respect of such Event Determination Date has been determined on or prior to the Cut-off Date preceding such Specified Interest Payment Date; or

(ii) the Reference Entity is an Affected Reference Entity in respect of such Specified Interest Payment Date,

then no amount of interest otherwise payable on such Specified Interest Payment Date in the absence of the occurrence of any such Event Determination Date or the Reference Entity being an Affected Reference Entity shall be due. Where the Reference Entity is an Affected Reference Entity in respect of a Specified Interest Payment Date, in the event that a Determination Date occurs pursuant to either paragraph (i) or paragraph (ii)(b) of the definition of Determination Date, the amount of interest that would have been payable on the Specified Interest Payment Date in the absence of the Reference Entity being an Affected Reference Entity shall be payable on the Deferred Interest Payment Date and no additional amount shall be due in respect of any such postponement. No interest shall be payable if an Applicable Event Determination Date occurs in respect of such Affected Reference Entity and a Determination Date occurs in respect of such Reference

Entity pursuant to paragraph (ii)(a) of the definition of Determination Date.

Where:

"Affected Reference Entity" means, in respect of a Specified Payment Date, that the Reference Entity was a Non-Determined Reference Entity as of the Cut-off Date relating to that Specified Payment Date (in each case determined by reference to Greenwich Mean Time (or, if the relevant Standard is Japan or Japan Sovereign, Tokyo time)) or that a Deferral Notice has been given to the Company after the Cut-off Date relating to that Specified Payment Date but on or prior to that Specified Payment Date (in each case determined by reference to Greenwich Mean Time).

"Applicable Event Determination Date" means, in respect of a Specified Payment Date, an Event Determination Date that occurs on or before the Latest Potential Event Determination Date with respect to the Reference Entity and for which the related Credit Event occurred on or after the Credit Event Backstop Date (determined by reference to Greenwich Mean Time (or, if the relevant Standard is Japan or Japan Sovereign, Tokyo time)) and on or prior to the Specified Payment Extension Date relating to that Specified Payment Date (determined by reference to Greenwich Mean Time (or, if the relevant Standard is Japan or Japan Sovereign, Tokyo time)).

"Deferred Interest Payment Date" means the day falling five Payment Business Days following the Determination Date determined pursuant to paragraphs (i) or (ii)(b) of the definition of Determination Date.

"Determination Date" means, in respect of a Reference Entity that was an Affected Reference Entity in respect of a Specified Payment Date (the **"Relevant Specified Payment Date"**):

- (i) where no Applicable Event Determination Date has occurred with respect to the Reference Entity and the Relevant Specified Payment Date, the Latest EDD Trigger Date, provided that at any time prior to the occurrence of an Applicable Event Determination Date the Counterparty may designate a day falling prior to the Latest EDD Trigger Date as the Determination Date for purposes of this subparagraph (i); and
- (ii) where an Applicable Event Determination Date has occurred with respect to the Reference Entity and the Relevant Specified Payment Date, the earlier of:
 - (a) the date (if any) on which the Final Price is determined in relation to the Applicable Event Determination Date in respect of the

Reference Entity and the Relevant Specified Payment Date, provided that such date is not also a date on which ISDA makes a public announcement as described in sub-paragraph (b) below; and

- (b) the date (if any) on which ISDA subsequently makes a public announcement that either (i) an Applicable Resolution has resolved that the Credit Event to which such Event Determination Date relates has not occurred with respect to the Reference Entity or (ii) the Applicable Resolution determines that a Credit Event has occurred with respect to the Reference Entity but that the date of occurrence of such event was after the Specified Payment Extension Date relating to the Relevant Specified Payment Date.

"Non-Determined Reference Entity" means, in respect of any day, the Reference Entity is a Reference Entity in respect of which (i) an Event Determination Date has occurred and been determined on or prior to that day (and such Event Determination Date has not, in accordance with the Credit Provisions Annex, been reversed or otherwise deemed not to have occurred, on or prior to such day) and no Final Price has been determined in respect of the relevant Credit Event, (ii) an Uncured Default in respect of a Potential Event applicable to that Reference Entity exists on that day where such Potential Event has occurred on or before the Credit Observation End Date (determined by reference to Greenwich Mean Time (or, if the relevant Standard is Japan or Japan Sovereign, Tokyo time)) or (iii) an Applicable Request has been made for which there has not been an Applicable Resolution.

"Potential Event" means (i) a Potential Failure to Pay or (ii) a Potential Repudiation/Moratorium.

Adjustment: Applicable
Business Day Convention: Modified Following Business Day Convention
Day Count Fraction: 30/360

Condition 7 (Determination of Index Rates)

Item to be determined by reference to Index Rate: Not Applicable

Condition 10 (Redemption and Purchase)

Scheduled Maturity Date: 17 June 2016

Maturity Date: **"Maturity Date"** means:

- (i) subject to paragraph (ii) below, if the Reference

- Entity is not an Affected Reference Entity with respect to the Scheduled Maturity Date, the Scheduled Maturity Date;
- (ii) if an Event Determination Date occurs and, on or prior to the Final Cut-off Date, a Final Price has been determined in respect of such Reference Entity, the day falling five Payment Business Days following the Final Valuation Date;
 - (iii) if the Reference Entity is an Affected Reference Entity with respect to the Scheduled Maturity Date and a Determination Date has been determined under paragraph (ii)(a) of the definition of Determination Date, the day falling five Payment Business Days following the Final Valuation Date; or
 - (iv) if the Reference Entity is an Affected Reference Entity with respect to the Scheduled Maturity Date and a Determination Date has been determined under paragraphs (i) or (ii)(b) of the definition of Determination Date, the day falling five Payment Business Days following the Determination Date in respect of the Reference Entity.

If the Maturity Date falls after the Scheduled Maturity Date as a result of the application of sub-paragraphs (ii), (iii) or (iv) above, no additional amount shall be payable in respect of interest for the period from (and including) the Scheduled Maturity Date to (but excluding) the Maturity Date as a result thereof.

Business Day Convention: Modified Following Business Day Convention

Condition 11 (Redemption Amount and Early Redemption Amount)

Redemption Amount: The Redemption Amount payable in respect of each Note will be determined by the Determination Agent in accordance with the following terms:

- (i) if the Maturity Date has been determined pursuant to sub-paragraphs (i) or (iv) of the definition of Maturity Date, the Redemption Amount in respect of a Note shall be 100 per cent. of the Denomination of such Note; or
- (ii) if the Maturity Date has been determined pursuant to sub-paragraphs (ii) or (iii) of the definition of Maturity Date, the Redemption Amount in respect of a Note shall be an amount in the Relevant Currency equal to the product of (x) the Denomination of such Note and (y)(i) the Aggregate Recovery Proceeds minus the Credit Loss divided by (ii) the aggregate principal amount of the Notes of that Series then outstanding.

“Aggregate Recovery Proceeds” means an amount in the Relevant Currency determined by the Determination Agent in

respect of the Final Valuation Date to be either:

- (i) if the Notional Swap Early Termination Amount is an amount that the Determination Agent would be prepared to receive from the Company:
 - (x) Liquidation Proceeds; minus
 - (y) Notional Swap Early Termination Amount; or
- (ii) if the Notional Swap Early Termination Amount is an amount that the Determination Agent would be prepared to pay to the Company:
 - (x) Liquidation Proceeds; plus
 - (y) Notional Swap Early Termination Amount.

“CDS Early Termination Amount” means the amount in the Relevant Currency that the Determination Agent would be prepared to receive from the Company on the Maturity Date as its bid price (as quoted by the Determination Agent in respect of the Final Valuation Date) for an unwind of a notional credit default swap transaction that shall be deemed to have been entered into between the Company and the Determination Agent with an effective date of the Issue Date, pursuant to which:

- (i) any premium payable by the Determination Agent shall be deemed to have been fully paid; and
- (ii) the Company is due to pay to the Determination Agent the Credit Loss that would have been calculated in respect of the Redemption Amount were the proviso to the definition of “Credit Loss” to be deleted and were sub-paragraph (b)(i) of the definition of “Final Valuation Date” (disregarding the proviso to such definition) (the **“Deemed Final Valuation Date”**) to apply, and with such payment being due on the day falling five Payment Business Days following the Deemed Final Valuation Date.

“Credit Loss” means, as determined by the Determination Agent, the aggregate principal amount of the Notes of that Series then outstanding multiplied by (100% – Final Price of the Reference Entity), subject to a minimum of zero, provided that if, pursuant to the proviso to sub-paragraph (b) of the definition of “Final Valuation Date”, the Final Valuation Date is the last day of the OCA Liquidation Period, and no Final Price has been determined in respect of the Reference Entity on or before such Final Valuation Date, then the **“Credit Loss”** shall be the CDS Early Termination Amount.

“Liquidation Proceeds” means the Actual Currency Proceeds (provided that any reference to “in connection with an Early Redemption” shall instead be deemed to be a reference to “in connection with the Liquidation as a result of the occurrence of an Event Determination Date (and

satisfaction of the conditions related thereto)", any reference to "Outstanding Assets" shall instead be deemed to be a reference to "Outstanding Charged Assets" and any reference to "Early Valuation Date" shall instead be deemed to be a reference to "Final Valuation Date"), including any redemption payment of principal but excluding payments of interest amounts received by the Company in respect of the Outstanding Charged Assets on their respective due dates for payment and not by way of sale.

"Notional Swap Early Termination Amount" means the amount in the Relevant Currency that the Determination Agent would be prepared to pay to, or, as the case may be, to receive from, the Company on the Maturity Date as its bid price for an unwind of a notional swap transaction, which for the purposes only of determining the Notional Swap Early Termination Amount shall be deemed to have been entered into between the Company and the Determination Agent with an effective date of the Issue Date, pursuant to which:

- (i) the Company is due to pay to the Determination Agent amounts equal to all interest payable in respect of the Outstanding Charged Assets on the scheduled dates for payment thereof assuming that no amounts of interest are deferred, provided that all such amounts that are scheduled to be paid after the Company actually ceases to hold the corresponding Outstanding Charged Assets and thereby ceases to be entitled to receive such payment but on or prior to the Final Valuation Date shall be treated as unpaid amounts as of their respective due dates; and
- (ii) the Determination Agent is due to pay to the Company amounts equal to all amounts of interest that would have been payable on the Notes on the scheduled dates for payment thereof in the absence of the occurrence of an Event Determination Date or the Reference Entity being an Affected Reference Entity, provided that all such amounts that actually are no longer payable on the Notes as a result of the occurrence of a Credit Event, but would otherwise have been payable prior to the Maturity Date, are payable on the Maturity Date and not on their originally scheduled dates, and provided further that for the purpose of calculating such interest pursuant to this sub-paragraph (ii) only "**Interest Rate**" shall mean 2.25 per cent. per annum,

assuming that no Credit Event, Uncured Default or Early Redemption Date has occurred or will occur and that (except as specifically stated in the proviso to sub-paragraph (i) above) all amounts due prior to the Final Valuation Date have been paid in full, as quoted by the Determination Agent

in respect of the Final Valuation Date.

Early Redemption Amount: Standard Early Redemption Amount

Condition 12 (Payments and Talons)

Payment Business Day Centre(s): TARGET

Other

Distribution Type: Non-U.S. Distribution

Talons for future Coupons or Receipts to be attached to Definitive Bearer Notes (and dates on which such Talons mature): No

Details of any additions or variations to the Selling Restrictions: Neither the Notes nor any beneficial interest therein may be sold or transferred at any time to the Reference Entity.

If the Reference Entity at any time is the holder of a Note or a beneficial interest therein, such Note shall, notwithstanding any other provisions of the Conditions and regardless of the occurrence or non-occurrence of a Credit Event, have a Redemption Amount and an Early Redemption Amount of zero and no interest or other instalments will be due and payable in respect of such Note and for the purposes of any Noteholders' meeting such Note shall be deemed not to be outstanding.

Further additions or variations: The following provisions shall constitute "Additional Conditions":

1. The provisions set out in Schedule 1 (the "**Credit Provisions Annex**"), Schedule 2 (the "**Trading Standards Annex**") and Schedule 3 (the "**Reference Entity Annex**") apply to the Notes and form part of these Final Terms.
2. Upon the occurrence of an Event Determination Date (and satisfaction of any conditions related thereto), there shall be a Liquidation of the Outstanding Charged Assets and, for the purposes of the definition of OCA Liquidation Period, a Liquidation Event shall be deemed to occur on:
 - (i) in the case of an Event Determination Date falling under Section 1.8(a)(ii)(I)(A) of the Credit Provisions Annex, the date on which a DC Credit Event Announcement occurs; and
 - (ii) in all other cases, the date on which the Credit Event Notice from the Counterparty to the Company is effective.
3. Notwithstanding anything to the contrary contained in the Credit Provisions Annex, an

Event Determination Date shall not be capable of being reversed, moved or deemed not to have occurred following commencement by the Broker of the Liquidation under Condition 4(d) that arises as a result of the occurrence of such Event Determination Date (and satisfaction of the conditions relating thereto). Where an event occurs that would, were it not for the operation of this paragraph, reverse, move or deem the Event Determination Date not to have occurred, for purposes of the Credit Provisions Annex such event shall be deemed not to have occurred. Following the delivery of a Credit Event Notice, the Determination Agent can revoke such Credit Event Notice at any time prior to commencement by the Broker of the Liquidation under Condition 4(d) that arises as a result of the occurrence of such Event Determination Date (and satisfaction of the conditions thereto).

4. Without prejudice to the generality of Condition 4(d) "Method of Liquidation of Outstanding Assets prior to the enforcement of the security", if a Sole Noteholder on or prior to the start of any relevant Liquidation Period informs the Broker that it intends to provide a firm bid for the purchase of all of the Outstanding Charged Assets and does so provide such a bid prior to the end of the Liquidation Period the Broker may, but is not obliged to, accept such bid. For the avoidance of doubt the Broker may proceed with any relevant Liquidation within the relevant Liquidation Period as set out in Condition 4(d) prior to and after receiving any such bid. For the purposes of the above "Sole Noteholder" means a person who has provided evidence to the satisfaction of the Broker that it holds all of the Notes outstanding.
5. Pursuant to the terms of the Swap Agreement the Swap Counterparty may, at any time after a Swap Option Event (as defined in the Swap Agreement) has occurred, terminate the Swap Agreement. In such event the Notes will be redeemed pursuant to Condition 10(b).

Noteholder Representative: No

Responsibility

The Company accepts responsibility for the information contained in these Final Terms. The Company confirms that such information has been accurately reproduced and that, so far as it is aware, no facts have been omitted which would render the reproduced information inaccurate or misleading.

Signed for and on behalf of the Company

By.....

(Authorised signatory)

(representative of the Principal Paying Agent acting on behalf of the Company)

PART B – OTHER INFORMATION

For the avoidance of doubt, the information contained in this Part B of the Final Terms does not form part of the Conditions.

Listing and admission to trading:	The Company will make reasonable efforts to have the Notes admitted to the Official List of the Irish Stock Exchange Limited and admitted to trading on the regulated market of the Irish Stock Exchange Limited on or prior to the first Specified Interest Payment Date. No assurance can be given that such listing will be obtained and/or maintained.
Estimate of total expenses relating to admission to trading:	EUR 13,000
Rating:	None
Method of issue of Notes:	J.P. Morgan Securities plc as individual Dealer at 25 Bank Street, Canary Wharf, London E14 5JP, United Kingdom
Post-issuance Reporting:	The Company does not intend to provide any post-issuance reporting.
Authorisation:	The issue of the Notes was authorised by a resolution of the board of directors of the Company passed on 31 May 2013.
Dealers' Commission(s) (Syndicated Issue):	Not Applicable
Members of syndicate (Syndicated Issue):	Not Applicable
Common Code:	093893344
ISIN:	XS0938933446
Details of additional/alternative clearing systems:	Not Applicable
Intended to be held in a manner which would allow Eurosystem eligibility:	No

Schedule 1

Credit Provisions Annex

ARTICLE I

CERTAIN GENERAL DEFINITIONS

Section 1.1. Credit Derivative Transaction.

N/A

Section 1.2. Confirmation.

N/A

Section 1.3. Term.

N/A

Section 1.4. Effective Date.

N/A

Section 1.5. Trade Date.

“**Trade Date**” means the date specified as such in the Swap Agreement or, as the case may be, the Final Terms. In the event that any Reference Entity is included in the Reference Portfolio after the Trade Date, the date of inclusion of such Reference Entity in the Reference Portfolio shall be deemed to be the Trade Date with respect to such Reference Entity for the purposes of this Credit Provisions Annex.

Section 1.6. Scheduled Termination Date.

N/A

Section 1.7. Termination Date.

N/A

Section 1.8. Event Determination Date.

(a) “**Event Determination Date**” means, with respect to a Reference Entity:

- (i) subject to Section 1.8(a)(ii), if neither a DC Credit Event Announcement nor a DC No Credit Event Announcement has occurred, the date on which the Calculation Agent delivers a Credit Event Notice to the Company, that is effective during either (A) the Notice Delivery Period or (B) the period (I) from, and including, the date on which ISDA publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to determine the matters described in Sections 1.24(a) and (b) (II) to, and including, the date that is fourteen calendar days thereafter (provided that the relevant Credit Event Resolution Request Date occurred on or prior to the end of the last day of the Notice Delivery Period (including prior to the Trade Date)); or
- (ii) notwithstanding Section 1.8(a)(i), if a DC Credit Event Announcement has occurred, either:
 - (I) the Credit Event Resolution Request Date, if either:
 - (A) the relevant Credit Event is not a Restructuring and either (1) if “Auction Settlement” is specified as the Settlement Method in the Notes or, as the case may be, the Swap Agreement, the Trade Date occurs on or prior to the Auction Final Price Determination Date, the Auction Cancellation Date or the date that is 21 calendar days following the No Auction Announcement Date, if any, as applicable, or (2) if “Auction Settlement” is not specified as the Settlement Method in the Notes or,

as the case may be, the Swap Agreement, the Trade Date occurs on or prior to the relevant DC Credit Event Announcement; or

- (B) the relevant Credit Event is a Restructuring, and the Calculation Agent delivers a Credit Event Notice to the Company that is effective on or prior to the Exercise Cut-off Date; or
- (II) the first date on which the Calculation Agent delivers a Credit Event Notice to the Company that is effective during (A) the Notice Delivery Period or (B) the period from, and including, the date on which ISDA publicly announces the occurrence of the relevant DC Credit Event Announcement to, and including, the date that is fourteen calendar days thereafter (provided that the relevant Credit Event Resolution Request Date occurred on or prior to the end of the last day of the Notice Delivery Period (including prior to the Trade Date)), if:
 - (A) the relevant Credit Event is not a Restructuring;
 - (B) "Auction Settlement" is not specified as the Settlement Method in the Notes or, as the case may be, the Swap Agreement; and
 - (C) the Trade Date occurs following the relevant DC Credit Event Announcement,

provided that, in the case of this Section 1.8(a)(ii):

- (1) no Maturity Date (in the case of the Notes) or Termination Date (in the case of the Swap Agreement) has occurred on or prior to the date on which the DC Credit Event Announcement occurs;
- (2) if any Valuation Date has occurred as of the date on which the DC Credit Event Announcement occurs, an Event Determination Date shall be deemed to have occurred only with respect to any Credit Position (or portion thereof) with respect to which no Valuation Date has occurred in respect of the relevant Reference Entity; and
- (3) no Credit Event Notice specifying a Restructuring as the only Credit Event has previously been delivered by the Calculation Agent, (aa) unless the Restructuring specified in such Credit Event Notice is also the subject of the notice to ISDA resulting in the occurrence of the Credit Event Resolution Request Date or (bb) unless, and to the extent that, the Exercise Amount specified in any such Credit Event Notice was less than the then outstanding Remaining Credit Position.

(b) N/A

(c) Notwithstanding the above, no Event Determination Date will occur, and any Event Determination Date previously determined with respect to an event shall be deemed not to have occurred, if, or to the extent that, prior to the Auction Final Price Determination Date, a Valuation Date, the Maturity Date (in the case of the Notes) or the Termination Date (in the case of the Swap Agreement), as applicable (or, if earlier and only where the Notes provide that on the occurrence of an Event Determination Date (and satisfaction of the conditions related thereto) there shall be a Liquidation of the Outstanding Charged Assets, the earliest date on which any Liquidation of Outstanding Charged Assets has been commenced by the Broker), a DC No Credit Event Announcement Date occurs with respect to the relevant Reference Entity or Obligation thereof.

(d) N/A

Section 1.9. Notice Delivery Period. "Notice Delivery Period" means, with respect to a Reference Entity, the period from and including the Trade Date to and including the date that is fourteen calendar days after the Extension Date.

Section 1.10. Requirements Regarding Notices. A notice delivered on or prior to 4.00 p.m. Greenwich Mean Time on any day will be effective on such day. A notice delivered after 4.00 p.m. Greenwich Mean Time on any day will be deemed effective on the next following day, regardless of the form in which it is delivered. For purposes of the two preceding sentences, a notice given by telephone will be deemed to have been delivered at the time the telephone conversation takes place. If the notice is delivered by telephone, a written confirmation will be executed and delivered

confirming the substance of that notice within one Payment Business Day (in the case of the Notes) or one Morgan Business Day (in the case of the Swap Agreement) of that notice. Failure to provide that written confirmation will not affect the effectiveness of that telephonic notice.

Section 1.11. Grace Period Extension Date. “**Grace Period Extension Date**” means, with respect to a Reference Entity, if (a) Potential Failure to Pay is applicable and (b) a Potential Failure to Pay occurs on or prior to the Credit Observation End Date (determined by reference to Greenwich Mean Time (or, if the relevant Standard is Japan or Japan Sovereign, Tokyo time)), the date that is the number of days in the Grace Period after the date of such Potential Failure to Pay.

Section 1.12. Grace Period; Grace Period Business Day.

(a) “**Grace Period**” means:

- (i) subject to clauses (ii), (iii) and (iv), the applicable grace period with respect to payments under the relevant Obligation under the terms of such Obligation in effect as of the date as of which such Obligation is issued or incurred;
- (ii) if with respect to a Reference Entity in respect of which Potential Failure to Pay applies, a Potential Failure to Pay has occurred on or prior to the Credit Observation End Date (determined by reference to Greenwich Mean Time (or, if the relevant Standard is Japan or Japan Sovereign, Tokyo time)) and the applicable grace period cannot, by its terms, expire on or prior to the Credit Observation End Date (determined by reference to Greenwich Mean Time (or, if the relevant Standard is Japan or Japan Sovereign, Tokyo time)), the Grace Period shall be deemed to be the lesser of such grace period and the period specified as such in the relevant Standard or, if no period is specified, thirty calendar days;
- (iii) if, as of the date as of which an Obligation is issued or incurred, no grace period with respect to payments or a grace period with respect to payments of less than three Grace Period Business Days is applicable under the terms of such Obligation, a Grace Period of three Grace Period Business Days shall be deemed to apply to such Obligation; provided that, unless the Reference Entity is one in respect of which Potential Failure to Pay applies, such deemed Grace Period shall expire no later than the Credit Observation End Date; and
- (iv) in the event that the Calculation Agent is not able to ascertain the Grace Period applicable with respect to any Obligation, it shall be deemed that the Grace Period with respect to that Obligation is thirty calendar days. If the terms of the relevant Obligation are not publicly available such that the length of any grace period, conditions precedent to the commencement of any such grace period or whether any such conditions are satisfied cannot be established, it shall be deemed that the Grace Period is a period of thirty calendar days from the due date for payment and all conditions precedent to the commencement thereof were satisfied on such due date.

(b) “**Grace Period Business Day**” means a day on which commercial banks and foreign exchange markets are generally open to settle payments in the place or places and on the days specified for that purpose in the relevant Obligation and if a place or places are not so specified, in the jurisdiction of the Obligation Currency.

Section 1.13. Potential Failure to Pay. “**Potential Failure to Pay**” means, with respect to a Reference Entity in respect of which Potential Failure to Pay is applicable, the failure on or before the Credit Observation End Date by a Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations, without regard to any grace period or any conditions precedent to the commencement of any grace period applicable to such Obligations, in accordance with the terms of such Obligations at the time of such failure.

Section 1.14. Calculation Agent.

N/A

Section 1.15. Calculation Agent City.

N/A

Section 1.16. Valuation Business Day. “**Valuation Business Day**” means a day on which commercial banks and foreign exchange markets are generally open to settle payments in London and New York and in any additional location that is specified as being applicable in the relevant Standard and a day on which TARGET2 (the Trans-European Automated Real-time Gross settlement Express Transfer system) (or any successor thereto) is open.

Section 1.17. Calculation Agent City Business Day.

N/A

Section 1.18. Affiliate. “**Affiliate**” means, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity, directly or indirectly, under common control with the person. For this purpose, “**control**” of any entity or person means ownership of a majority of the voting power of the entity or person.

Section 1.19. Buyer.

N/A

Section 1.20. Seller.

N/A

Section 1.21. TARGET Settlement Day.

N/A

Section 1.22. Credit Derivatives Determinations Committees. “**Credit Derivatives Determinations Committee**” means, with respect to a Reference Entity or an Obligation thereof, the relevant committee (if any) established by ISDA for purposes of reaching certain DC Resolutions in connection with credit derivative transactions referencing such Reference Entity.

Section 1.23. Credit Event Backstop Date. “**Credit Event Backstop Date**” means, with respect to a Reference Entity or an Obligation thereof:

- (a) for purposes of any event that constitutes a Credit Event (or with respect to Repudiation/Moratorium, the event described in Section 4.6(a)(ii)), as determined by an Applicable Resolution, the date that is 60 calendar days prior to the Credit Event Resolution Request Date; or
- (b) otherwise, the date that is 60 calendar days prior to the earlier of:
 - (i) the first date on which the Credit Event Notice is delivered by the Calculation Agent to the Company and is effective during the Notice Delivery Period; and
 - (ii) in circumstances where (A) the conditions to convening a Credit Derivatives Determinations Committee to Resolve the matters described in Sections 1.24(a) and (b) are satisfied in accordance with the Rules, (B) the relevant Credit Derivatives Determinations Committee has Resolved not to determine such matters, and (C) the Credit Event Notice is delivered by the Calculation Agent to the Company and is effective not more than fourteen calendar days after the date on which ISDA publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to determine such matters, the Credit Event Resolution Request Date.

The Credit Event Backstop Date shall not be subject to adjustment in accordance with any Business Day Convention.

Section 1.24. Credit Event Resolution Request Date. “**Credit Event Resolution Request Date**” means, with respect to a notice to ISDA, delivered in accordance with the Rules, requesting that a Credit Derivatives Determinations Committee be convened to Resolve:

- (a) whether an event that constitutes a Credit Event has occurred with respect to the relevant Reference Entity or Obligation thereof; and
- (b) if the relevant Credit Derivatives Determinations Committee Resolves that such event has occurred, the date of the occurrence of such event,

the date, as publicly announced by ISDA, that the relevant Credit Derivatives Determinations Committee Resolves to be the first date on which such notice was effective and on which the relevant Credit Derivatives Determinations Committee was in possession, in accordance with the Rules, of Publicly Available Information with respect to the Applicable Resolutions referred to in Sections 1.24(a) and (b) above.

Section 1.25. Extension Date. “**Extension Date**” means, with respect to a Reference Entity, the latest of (a) the Credit Observation End Date, (b) the Grace Period Extension Date if (i) Potential Failure to Pay is applicable to that Reference Entity, (ii) the Credit Event that is the subject of the Credit Event Notice or the notice to ISDA resulting in the occurrence of the Credit Event Resolution Request Date, as applicable, is a Failure to Pay that occurs after the Credit Observation End Date (determined by reference to Greenwich Mean Time (or, if the relevant Standard is Japan or Japan Sovereign, Tokyo time)) and (iii) the Potential Failure to Pay with respect to such Failure to Pay occurs on or prior to the Credit Observation End Date (determined by reference to Greenwich Mean Time (or, if the relevant Standard is Japan or Japan Sovereign, Tokyo time)) and (c) the Repudiation/Moratorium Evaluation Date if (i) Potential Repudiation/Moratorium is stated to be applicable with respect to that Reference Entity, (ii) the Credit Event that is the subject of the Credit Event Notice or the notice to ISDA resulting in the occurrence of the Credit Event Resolution Request Date, as applicable, is a Repudiation/Moratorium for which the event described in Section 4.6(a)(ii) occurs after the Credit Observation End Date (determined by reference to Greenwich Mean Time (or, if the relevant Standard is Japan or Japan Sovereign, Tokyo time)), (iii) the Potential Repudiation/Moratorium with respect to such Repudiation/Moratorium occurs on or prior to the Credit Observation End Date (determined by reference to Greenwich Mean Time (or, if the relevant Standard is Japan or Japan Sovereign, Tokyo time)) and (iv) the Repudiation/Moratorium Extension Condition is satisfied.

Section 1.26. Exercise Cut-off Date. “**Exercise Cut-off Date**” means, with respect to a Credit Event:

- (a) if such Credit Event is a Restructuring with respect to a Reference Entity for which neither “Restructuring Maturity Limitation and Fully Transferable Obligation Applicable” nor “Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable” is specified in the relevant Standard, either (i) the Relevant City Business Day prior to the Auction Final Price Determination Date, if any; (ii) the Relevant City Business Day prior to the Auction Cancellation Date, if any; or (iii) the date that is 21 calendar days following the No Auction Announcement Date, if any, as applicable; or
- (b) if such Credit Event is a Restructuring with respect to a Reference Entity for which either “Restructuring Maturity Limitation and Fully Transferable Obligation Applicable” or “Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable” is specified in the relevant Standard and:
 - (i) the relevant Credit Derivatives Determinations Committee has Resolved that Credit Derivatives Auction Settlement Terms may be published in respect of such Credit Event, the date that is five Relevant City Business Days following the date on which ISDA publishes the Final List applicable to such Credit Derivatives Auction Settlement Terms in accordance with the Rules, provided that the Calculation Agent determines that such Credit Derivatives Auction Settlement Terms constitute Applicable Transaction Auction Settlement Terms or, as the case may be, Parallel Auction Settlement Terms; or
 - (ii) a No Auction Announcement Date occurs pursuant to Section 12.12(a), the date that is 21 calendar days following such No Auction Announcement Date.

Section 1.27. DC Party.

N/A

Section 1.28. Resolve. “**Resolve**” has the meaning given to that term in the Rules, and “**Resolved**” and “**Resolves**” shall be interpreted accordingly.

Section 1.29. DC Resolution. “DC Resolution” has the meaning given to that term in the Rules.

Section 1.30. DC Credit Event Announcement. “DC Credit Event Announcement” means, with respect to a Reference Entity, a public announcement by ISDA that the relevant Credit Derivatives Determinations Committee has Resolved that (a) an event that constitutes a Credit Event has occurred with respect to such Reference Entity (or an Obligation thereof) and (b) such event occurred on or after the Credit Event Backstop Date (determined by reference to Greenwich Mean Time (or, if the relevant Standard is Japan or Japan Sovereign, Tokyo time)) and on or prior to the Extension Date (determined by reference to Greenwich Mean Time (or, if the relevant Standard is Japan or Japan Sovereign, Tokyo time)). A DC Credit Event Announcement will be deemed not to have occurred with respect to a Reference Entity unless (i) the Credit Event Resolution Request Date with respect to such Credit Event occurred on or prior to the end of the last day of the Notice Delivery Period (including prior to the Trade Date) and (ii) the Trade Date occurs on or prior to the Auction Final Price Determination Date, the Auction Cancellation Date, or the date that is 21 calendar days following the No Auction Announcement Date, if any, as applicable.

Section 1.31. DC No Credit Event Announcement. “DC No Credit Event Announcement” means, with respect to a Reference Entity, a public announcement by ISDA that the relevant Credit Derivatives Determinations Committee has Resolved, following a Credit Event Resolution Request Date, that the event that is the subject of the notice to ISDA resulting in the occurrence of such Credit Event Resolution Request Date does not constitute a Credit Event with respect to such Reference Entity (or an Obligation thereof).

Section 1.32. Relevant City Business Day. “Relevant City Business Day” has the meaning given to that term in the Rules.

Section 1.33. Final List. “Final List” has the meaning given to that term in the Rules.

ARTICLE II

GENERAL TERMS RELATING TO CREDIT DERIVATIVE TRANSACTIONS

Section 2.1. Reference Entity. “Reference Entity” means each of the entities specified in or determined in accordance with the Swap Agreement or, as the case may be, the Final Terms and any Successors.

Section 2.2. Provisions for Determining a Successor.

- (a) “Successor” means, in relation to a Reference Entity that is not a Sovereign (for which purpose, Section 2.2(i) applies), the entity or entities, if any, determined as set forth below:
- (i) if one entity directly or indirectly succeeds to seventy five per cent. or more of the Relevant Obligations of the Reference Entity by way of a Succession Event, that entity will be the sole Successor.
 - (ii) if only one entity directly or indirectly succeeds to more than twenty five per cent. (but less than seventy five per cent.) of the Relevant Obligations of the Reference Entity by way of a Succession Event and not more than twenty five per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, the entity that succeeds to more than twenty five per cent. of the Relevant Obligations will be the sole Successor.
 - (iii) if more than one entity each directly or indirectly succeeds to more than twenty five per cent. of the Relevant Obligations of the Reference Entity by way of a Succession Event, and not more than twenty five per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, the entities that succeed to more than twenty five per cent. of the Relevant Obligations will each be a Successor and the Credit Position will be divided and the terms of the Notes and the provisions of the Swap Agreement, if any, will be amended in accordance with the provisions of paragraph (b) below.
 - (iv) if one or more entities each directly or indirectly succeeds to more than twenty five per cent. of the Relevant Obligations of the Reference Entity by way of a Succession Event, and more than twenty five per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, each such entity and the Reference Entity will each be a Successor and the Credit Position will be divided and the terms of the Notes

and the provisions of the Swap Agreement, if any, will be amended in accordance with the provisions of paragraph (b) below.

- (v) if one or more entities directly or indirectly succeed to a portion of the Relevant Obligations of the Reference Entity by way of a Succession Event, but no entity succeeds to more than twenty five per cent. of the Relevant Obligations of the Reference Entity and the Reference Entity continues to exist, there will be no Successor and the Reference Entity and the Credit Position will not be changed in any way as a result of the Succession Event.
- (vi) if one or more entities directly or indirectly succeed to a portion of the Relevant Obligations of the Reference Entity by way of a Succession Event, but no entity succeeds to more than twenty five per cent. of the Relevant Obligations of the Reference Entity and the Reference Entity ceases to exist, the entity which succeeds to the greatest percentage of Relevant Obligations (or, if two or more entities succeed to an equal percentage of Relevant Obligations, the entity from among those entities which succeeds to the greatest percentage of obligations of the Reference Entity) will be the sole Successor.

The Calculation Agent will be responsible for determining, as soon as reasonably practicable after it becomes aware of the relevant Succession Event with respect to a Reference Entity that is not a Sovereign (but no earlier than fourteen calendar days after the legally effective date of the relevant Succession Event), and with effect from the legally effective date of the Succession Event, whether the relevant thresholds set forth above have been met, or which entity qualifies under Section 2.2(a)(vi), as applicable, provided that the Calculation Agent will not make such determination if, at such time, either (A) ISDA has publicly announced that the conditions to convening a Credit Derivatives Determinations Committee to Resolve the matters described in Sections 2.2(a), (k)(i) and (k)(ii)(A) are satisfied in accordance with the Rules (until such time, if any, as ISDA subsequently publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to determine a Successor) or (B) ISDA has publicly announced that the relevant Credit Derivatives Determinations Committee has Resolved that no event that constitutes a Succession Event has occurred. In calculating the percentages used to determine whether the relevant thresholds set forth above have been met, or which entity qualifies under Section 2.2(a)(vi), as applicable, the Calculation Agent shall use, with respect to each applicable Relevant Obligation included in such calculation, the amount of the liability with respect to such Relevant Obligation listed in "Best Available Information" below.

In the event that ISDA publicly announces, on or following the Trade Date, a DC Resolution that one or more successors exist with respect to a Reference Entity, each such successor entity will be treated as a Successor for purposes of Section 2.2(b).

- (b) Where pursuant to Section 2.2(a) above or Section 2.2(i) below, one or more Successors have been identified, the following provisions will apply with effect from the Succession Date in respect of the Notes and the Swap Agreement:
 - (I) except in the case of (IV) below, each Successor shall be a Reference Entity for the purposes of the Conditions and the Swap Agreement;
 - (II) except in the case of (IV) below, the Credit Position of each such Successor shall be equal to the Credit Position of the Reference Entity to which that Successor relates, divided by the number of Successors (including that Original Reference Entity if applicable) to that Reference Entity, provided that if any Successor was a Reference Entity immediately prior to the relevant Succession Event, the Credit Position determined in accordance with the previous sentence shall be added to the existing Credit Position of that Reference Entity;
 - (III) if the Notes or, as the case may be, the Swap Agreement is linked to a single Reference Entity and there is more than one Successor to that Reference Entity:
 - (A) The Notes will not redeem in whole following the occurrence of an Event Determination Date in respect of a Successor but an instalment amount shall be payable following each occurrence of an Event Determination Date in respect of any such Successor which shall be calculated in the same way as the

Redemption Amount payable following the occurrence of an Event Determination Date in respect of the Original Reference Entity except that the Credit Position shall be the Credit Position of the relevant Successor and, in respect of such instalment amount, there shall only be a Liquidation of a portion of the Outstanding Charged Assets such portion being equal to the Credit Position of the relevant Successor divided by the Credit Position of the Original Reference Entity (subject to adjustment for rounding). The instalment date for any such instalment amount shall be determined in accordance with the provisions for determining the Maturity Date following an Event Determination Date. In addition, if no Event Determination Date occurs with respect to one or more Successors an instalment amount will be due in respect of each such Successor on the Scheduled Maturity Date or, if the Maturity Date is postponed beyond the Scheduled Maturity Date (assuming for this purpose that the provisions in the definition of "Maturity Date" referring to the Reference Entity instead refer to the Successor), the Maturity Date, equivalent to the Credit Position of the relevant Successor. More than one instalment amount may be payable on the same day in respect of different Successors.

- (B) The amount of interest accruing and payable in respect of the Notes will be reduced with effect from the date on which it would have been reduced upon the occurrence of an Event Determination Date in respect of the Original Reference Entity but the balance on which interest is calculated shall only be reduced by the Credit Position of the Successor in respect of which the relevant Event Determination Date occurred.
- (C) Subject as provided in Section 4.1, more than one Event Determination Date may occur but not more than one Event Determination Date may occur with respect to a single Successor.
- (D) The Swap Agreement will not terminate in whole following the occurrence of an Event Determination Date in respect of a Successor.
- (E) Under the Swap Agreement (including, for the avoidance of doubt, the Credit Support Annex (if any)), upon each occurrence of an Event Determination Date in respect of a Successor, the Company and Morgan shall make payment or delivery of a portion of the amounts payable or assets deliverable following an Event Determination Date with respect to the Original Reference Entity, such portion being equal to the Credit Position of the relevant Successor divided by the Credit Position of the Original Reference Entity and the Fixed Amounts and/or Floating Amounts payable by the parties shall continue to be payable but the Fixed Rate Payer Calculation Amounts and/or Floating Rate Payer Calculation Amounts on which such amounts are calculated shall be reduced from the date that such payments would have ceased to be payable following an Event Determination Date with respect to the Original Reference Entity by a portion equivalent to the Credit Position of the relevant Successor divided by the Credit Position of the Original Reference Entity (subject to adjustment for rounding).

Upon the identification of more than one Successor, the Calculation Agent acting in good faith shall revise the Conditions to reflect the above provisions and preserve as far as possible the economic effects of the original Notes and the Company will cause such revised Conditions to be substituted for the original Conditions and such revised Conditions shall, in the absence of manifest error, be binding on the Company, the Trustee, the Noteholders, the Couponholders and the agents appointed under the Agency Agreement.

Upon the identification of more than one Successor, the Calculation Agent acting in good faith shall revise the provisions of the Swap Agreement to reflect the above provisions and preserve as far as possible the economic effects of the original Swap Agreement and Morgan and the Company will cause such revised provisions to be substituted for the original provisions and such revised provisions shall, in the absence of manifest error, be binding on Morgan and the Company.

- (IV) If the Notes or, as the case may be, the Swap Agreement is linked to more than one Reference Entity and the Notes are issued on the basis that they will be redeemed in whole (or the Swap Agreement will be terminated) following the occurrence of an Event Determination Date in respect of a single Reference Entity, then:

- (A) if there is more than one Successor to the relevant Reference Entity and such Successors do not include any Reference Entity (other than the Original Reference Entity), the Calculation Agent has the right to select one of the Successors (including the Original Reference Entity) to be the Reference Entity in place of such Reference Entity and that Successor shall become a Reference Entity under the Notes and the Swap Agreement; or
- (B) if there is one or more Successors and such Successor or Successors include one or more Reference Entities (other than the Original Reference Entity) then (x) each of those Reference Entities (other than the Original Reference Entity, if the Original Reference Entity is a Successor), shall continue to be Reference Entities; and (y) the Calculation Agent shall, in its sole discretion, select a Replacement Entity to replace the Original Reference Entity. Such entity shall be deemed to be the sole Successor on and with effect from the date of the Succession Event (if the entity selected was a Successor) or from the date of notification to the parties, in any other case.

Such selection shall be final and binding in respect of the Notes, on the Company, the Trustee, the Noteholders, the Couponholders and the agents appointed under the Agency Agreement, and in respect of the Swap Agreement, Morgan and the Company. The Calculation Agent shall give notice to the parties of the Replacement Entity so selected as soon as reasonably practicable after making such selection.

“Geographical Area” means North America, Europe or Asia Pacific, as the case may be.

“Original Reference Entity” means the Reference Entity which has been subject to the Succession Event.

“Replacement Entity” means an entity which is either:

- (1) one of the Successors to the Original Reference Entity (including, if applicable, the Original Reference Entity); or
- (2) an entity that is incorporated within the same Geographical Area as the Original Reference Entity and which is of a similar or better credit quality than the Original Reference Entity, as measured by Standard & Poor’s, a division of The McGraw-Hill Companies, Inc., and/or by Moody’s Investors Service, at the date of the relevant Succession Event.

Notwithstanding, *inter alia*, its geographical location or type, any Successor to a Reference Entity to which a particular Standard applies shall be treated as a Reference Entity to which the same Standard applies. If (i) Reference Entities to which more than one Standard applies have the same Successor, or (ii) a Reference Entity to which one Standard applies is the Successor to a Reference Entity to which a different Standard applies then (a) for all purposes the provisions relating to the Successor shall be applied separately to each category of Reference Entity to which a particular Standard applies and which is affected by the relevant Succession Event and (b) each relevant Successor and each entity involved shall be treated as a separate and distinct entity as it affects any category of Reference Entity to which a particular Standard applies from the same entity as it affects any other category of Reference Entity and (c) all provisions relating to the Successor will be applied separately to any affected category of Reference Entity to which a particular Standard applies in respect of their respective Credit Positions (which, in the case of any Reference Entity in respect of which either “Restructuring Maturity Limitation and Fully Transferable Obligation Applicable” or “Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable” is specified in the relevant Standard and “Multiple Credit Event Notices” is also specified as applicable in such Standard and in respect of which an Event Determination Date relating only to a Restructuring has occurred shall be its Remaining Credit Position) and in no event shall such Credit Positions be combined.

In selecting any Successor under Section 2.2(b)(IV) above, the Calculation Agent is under no obligation to the Noteholders, the Couponholders or any other person and, provided that the Successor selected meets the criteria specified above, is entitled, and indeed will endeavour, to select the least creditworthy of the Successors. In making any selection, the Calculation Agent will not be liable to account to the Noteholders, the

Couponholders, the Company or any other person for any profit or other benefit to it or any of its Affiliates which may result directly or indirectly from any such selection.

- (c) **“Succession Event”** means (i) with respect to a Reference Entity that is not a Sovereign, an event such as a merger, consolidation, amalgamation, transfer of assets or liabilities, demerger, spin-off or other similar event in which one entity succeeds to the obligations of another entity, whether by operation of law or pursuant to any agreement or (ii) with respect to a Reference Entity that is a Sovereign, an event such as an annexation, unification, secession, partition, dissolution, consolidation, reconstitution or other event that results in any direct or indirect successor(s) to such Reference Entity. Notwithstanding the foregoing, “Succession Event” shall not include an event (A) in which the holders of obligations of the Reference Entity exchange such obligations for the obligations of another entity, unless such exchange occurs in connection with a merger, consolidation, amalgamation, transfer of assets or liabilities, demerger, spin-off or other similar event or (B) with respect to which the legally effective date (or, in the case of a Reference Entity that is a Sovereign, the date of occurrence) has occurred prior to the Succession Event Backstop Date applicable to the relevant Reference Entity (determined by reference to Greenwich Mean Time (or, if the relevant Standard is Japan or Japan Sovereign, Tokyo time)).
- (d) For purposes of Section 2.2, **“succeed”** means, with respect to a Reference Entity and its Relevant Obligations (or, as applicable, obligations), that a party other than such Reference Entity (i) assumes or becomes liable for such Relevant Obligations (or, as applicable, obligations) whether by operation of law or pursuant to any agreement or (ii) issues Bonds that are exchanged for Relevant Obligations (or, as applicable, obligations), and in either case such Reference Entity is no longer an obligor (primarily or secondarily) or guarantor or insurer with respect to such Relevant Obligations (or, as applicable, obligations). The determinations required pursuant to Section 2.2(a) shall be made, in the case of an exchange offer, on the basis of the outstanding principal balance of Relevant Obligations tendered and accepted in the exchange and not on the basis of the outstanding principal balance of Bonds for which Relevant Obligations have been exchanged.
- (e) Where:
- (i) a Benchmark Obligation has been specified with respect to a Reference Entity,
 - (ii) one or more Successors to the Reference Entity have been identified by the Calculation Agent, and
 - (iii) any one or more such Successors have not assumed the Benchmark Obligation,

the Calculation Agent may identify a Benchmark Obligation for any or all of the Successor Reference Entities in accordance with the provisions of Section 2.30.

If the Original Reference Entity is not identified as a Successor Reference Entity no further rights or obligations shall exist in relation to a Credit Event occurring with respect to that Original Reference Entity unless, with respect to a Credit Event, notwithstanding that any action in connection with the relevant Event Determination Date was taken, or the Publicly Available Information is dated, on or after the relevant Succession Date, the relevant Failure to Pay, Repudiation/Moratorium, Restructuring, Obligation Acceleration or Bankruptcy (as applicable) occurred on or prior to the Succession Date, in which case the relevant Event Determination Date will still be capable of occurring with respect to the relevant event notwithstanding that the Reference Entity is, after the Succession Date, not a Reference Entity.

In respect of each Successor Reference Entity, any Failure to Pay, Repudiation/Moratorium, Restructuring, Obligation Acceleration or Bankruptcy (as applicable) which occurs prior to the Succession Event Backstop Date shall not constitute a Credit Event, but without prejudice to any subsequent such event which occurs on or after the Succession Event Backstop Date (whether or not related to an earlier event) being a Credit Event, including a Failure to Pay which occurs on or after the Succession Event Backstop Date in respect of a Potential Failure to Pay which occurs prior to the Succession Event Backstop Date.

“**Succession Date**” means the legally effective date (or, in the case of Reference Entity that is a Sovereign, the date of occurrence) of the Succession Event or where Section 2.2(b)(IV) applies and the Replacement Entity is not a Successor, the date on which the Calculation Agent gives notice to the parties of its selection.

- (f) N/A
- (g) “**Relevant Obligations**” means the Obligations constituting Bonds and Loans of the Reference Entity outstanding immediately prior to the effective date of the Succession Event, excluding any debt obligations outstanding between the Reference Entity and any of its Affiliates, as determined by the Calculation Agent. The Calculation Agent will determine the entity which succeeds to such Relevant Obligations on the basis of the Best Available Information. If the date on which the Best Available Information becomes available or is filed precedes the legally effective date of the relevant Succession Event, any assumptions as to the allocation of obligations between or among entities contained in the Best Available Information will be deemed to have been fulfilled as of the legally effective date of the Succession Event, whether or not this is in fact the case.
- (h) “**Best Available Information**” means:
- (i) in the case of a Reference Entity which files information with its primary securities regulator or primary stock exchange that includes unconsolidated, pro forma financial information which assumes that the relevant Succession Event has occurred or which provides such information to its shareholders, creditors or other persons whose approval of the Succession Event is required, that unconsolidated, pro forma financial information and, if provided subsequently to the provision of unconsolidated, pro forma financial information but before the Calculation Agent makes its determination for purposes of this Section 2.2, other relevant information that is contained in any written communication provided by the Reference Entity to its primary securities regulator, primary stock exchange, shareholders, creditors or other persons whose approval of the Succession Event is required; or
 - (ii) in the case of a Reference Entity which does not file with its primary securities regulator or primary stock exchange, and which does not provide to shareholders, creditors or other persons whose approval of the Succession Event is required, the information contemplated in (i) above, the best publicly available information at the disposal of the Calculation Agent to allow it to make a determination for purposes of this Section 2.2.

Information which is made available more than fourteen calendar days after the legally effective date of the Succession Event shall not constitute Best Available Information.

- (i) With respect to a Sovereign Reference Entity, “**Successor**” means each entity which becomes a direct or indirect successor to such Reference Entity by way of a Succession Event, irrespective of whether any such successor assumes any of the obligations of such Reference Entity.

The Calculation Agent will be responsible for determining, as soon as reasonably practicable after it becomes aware of the relevant Succession Event with respect to a Reference Entity that is a Sovereign (but no earlier than fourteen calendar days after the date of the occurrence of the relevant Succession Event), and with effect from the date of the occurrence of the Succession Event, each Sovereign and/or entity, if any, that qualifies under this Section 2.2(i), provided that the Calculation Agent will not make such determination if, at such time, either (A) ISDA has publicly announced that the conditions to convening a Credit Derivatives Determinations Committee to Resolve the matters described in Sections 2.2(i), k(i) and k(ii)(B) are satisfied in accordance with the Rules (until such time, if any, as ISDA subsequently publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to determine a Successor) or (B) ISDA has publicly announced that the relevant Credit Derivatives Determinations Committee has Resolved that no event that constitutes a Succession Event for purposes of the relevant Reference Entity has occurred.

In the event that ISDA publicly announces, on or following the Trade Date, a DC Resolution that one or more successors exist with respect to such Reference Entity, each such successor entity will be treated as a Successor for purposes of Section 2.2(b).

- (j) **“Succession Event Backstop Date”** means, with respect to a Reference Entity:
- (i) for purposes of any event that constitutes a Succession Event, as determined by a DC Resolution, the date that is 90 calendar days prior to the Succession Event Resolution Request Date (determined by reference to Greenwich Mean Time (or, if the relevant Standard is Japan or Japan Sovereign, Tokyo time)); or
 - (ii) otherwise, the date that is 90 calendar days prior to the earlier of:
 - (A) the date on which the Succession Event Notice is effective; or
 - (B) in circumstances where (I) the conditions to convening a Credit Derivatives Determinations Committee to Resolve the matters described in Sections 2.2(k)(i) and (ii) are satisfied in accordance with the Rules, (II) the relevant Credit Derivatives Determinations Committee has Resolved not to determine such matters and (III) the Succession Event Notice is delivered by the Calculation Agent to the Company not more than fourteen calendar days after the date on which ISDA publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to determine such matters, the Succession Event Resolution Request Date.

The Succession Event Backstop Date shall not be subject to adjustment in accordance with any Business Day Convention unless the parties specify in the Notes or, as the case may be, the Swap Agreement that the Succession Event Backstop Date will be adjusted in accordance with a specified Business Day Convention.

- (k) **“Succession Event Resolution Request Date”** means, with respect to a notice to ISDA, delivered in accordance with the Rules, requesting that a Credit Derivatives Determinations Committee be convened to Resolve:
- (i) whether an event that constitutes a Succession Event has occurred with respect to the relevant Reference Entity; and
 - (ii) if the relevant Credit Derivatives Determinations Committee Resolves that such event has occurred, (A) with respect to a Reference Entity that is not a Sovereign, the legally effective date of such event or (B) with respect to a Reference Entity that is a Sovereign, the date of the occurrence of such event,

the date, as publicly announced by ISDA, that the relevant Credit Derivatives Determinations Committee Resolves to be the date on which such notice is effective.

- (l) **“Succession Event Notice”** means, with respect to a Reference Entity, an irrevocable notice from the Calculation Agent to the Company (which may be in writing (including by facsimile and/or e-mail) and/or by telephone) that describes a Succession Event that occurred on or after the Succession Event Backstop Date with respect to that Reference Entity (determined by reference to Greenwich Mean Time (or, if the relevant Standard is Japan or Japan Sovereign, Tokyo time)). A Succession Event Notice shall be subject to the requirements regarding notices set forth in Section 1.10.

Section 2.3. Benchmark Obligation. **“Benchmark Obligation”** means, with respect to the relevant Reference Entity, the Benchmark Obligation specified in the Swap Agreement or, as the case may be, the Final Terms or such Obligation as may replace such Benchmark Obligation in accordance with the provisions of Section 2.30.

Section 2.4. Reference Price.

N/A

Section 2.5. Fixed Amount.

N/A

Section 2.6. Fixed Rate Payer.

N/A

Section 2.7. Fixed Rate Payer Calculation Amount.

N/A

Section 2.8. Fixed Rate Payer Period End Date.

N/A

Section 2.9. Fixed Rate Payer Calculation Period.

N/A

Section 2.10. Fixed Rate Payer Payment Date.

N/A

Section 2.11. Business Day Convention.

- (a) **“Business Day Convention”** has the meaning given to such term in the Conditions or, as the case may be, the Swap Agreement.
- (b) The Business Day Convention applicable to a date that is specified in the Conditions or, as the case may be, the Swap Agreement to be subject to adjustment in accordance with an applicable Business Day Convention shall be the Business Day Convention specified for that date in the Conditions or, as the case may be, the Swap Agreement or, if a Business Day Convention is not so specified for that date but a Business Day Convention is specified in the Conditions or, as the case may be, the Swap Agreement, the Business Day Convention shall be, subject to Sections 1.23, 2.2(j) and 2.34(b), the Business Day Convention specified in the Conditions or, as the case may be, the Swap Agreement, as determined by the Calculation Agent, and, if a Business Day Convention is not specified in either the Conditions or the Swap Agreement, the Following Business Day Convention (as defined in the Conditions or, as the case may be, the Swap Agreement), subject to Sections 1.23 and 2.2(j), shall apply to that date.
- (c) In the event that the last day of any period calculated by reference to calendar days in Section 1.9, 1.12(a)(ii), 1.26, 2.2(a), 2.2(h), 4.2(d)(ii) or 4.2(g) or in any other Section hereof falls on a day that is not a Payment Business Day (in the case of the Notes) or a Morgan Business Day (in the case of the Swap Agreement), such last day shall be subject to adjustment in accordance with the Following Business Day Convention (as defined in the Conditions or, as the case may be, the Swap Agreement), unless otherwise specified in the Conditions or, as the case may be, the Swap Agreement; provided that, if the last day of any period is the Credit Event Backstop Date or the Succession Event Backstop Date, such last day shall not be subject to any adjustment in accordance with any Business Day Convention.

Section 2.12. Floating Rate Payer.

N/A

Section 2.13. Floating Rate Payer Calculation Amount.

N/A

Section 2.14. Obligation. **“Obligation”** means (a) each obligation of the relevant Reference Entity (either directly or (i) in respect of a Reference Entity in respect of which **“All Guarantees”** is specified as being applicable in the relevant Standard, as provider of any Qualifying Guarantee, (ii) in respect of a Reference Entity in respect of which **“All Guarantees”** is specified as not being applicable, as provider of any Qualifying Affiliate Guarantee or (iii) in respect of a Reference Entity that is a monoline insurance company issuing financial guaranty insurance policies or similar financial guarantees or in respect of which any supplement or provisions relating to monoline insurance companies are specified as being applicable in the relevant Standard, as provider of any Qualifying Policy) determined pursuant to the method described in Section 2.19 (but excluding any Excluded Obligation); and (b) each Benchmark Obligation, unless specified in the applicable Final Terms or Swap Agreement as an Excluded Obligation.

Section 2.15. Reference Obligation. Where Cash Settlement applies for purposes of Section 7.4, “**Reference Obligation**” means, in respect of each Reference Entity, subject to Sections 2.32(a) and 2.33(a), an obligation as selected by the Calculation Agent in its sole discretion on or before the relevant Valuation Date, which is either:

- (a) an obligation of the Reference Entity (either directly or (i) in respect of a Reference Entity in respect of which “All Guarantees” is specified as being applicable in the relevant Standard, as provider of any Qualifying Guarantee and (ii) in respect of a Reference Entity in respect of which “All Guarantees” is specified as not being applicable in the relevant Standard, as provider of any Qualifying Affiliate Guarantee or, in respect of a Reference Entity that is a monoline insurance company issuing financial guaranty insurance policies or similar financial guarantees or in respect of which any supplement or provisions relating to monoline insurance companies are specified as being applicable in the relevant Standard, as provider of any Qualifying Policy) determined pursuant to the method described in Section 2.20 (but excluding any Excluded Reference Obligation) that (i) is payable in an amount equal to its outstanding principal balance or Due and Payable Amount, as applicable, (ii) is not subject to any counterclaim, defence (other than a counterclaim or defence based on the factors set forth in (a) to (d) of Section 4.1 below) or right of set off by or of a Reference Entity or, as applicable, an Underlying Obligor or Insured Obligor, as the case may be and (iii) in the case of a Qualifying Guarantee other than a Qualifying Affiliate Guarantee is capable, at the relevant Relevant Date, of immediate assertion or demand by or on behalf of the holder or holders against the Reference Entity for an amount at least equal to the outstanding principal balance or Due and Payable Amount being valued or delivered apart from the giving of any notice of non-payment or similar procedural requirement, it being understood that acceleration of an Underlying Obligation shall not be considered a procedural requirement;
- (b) the Benchmark Obligation (if any) for such Reference Entity; or
- (c) solely in relation to a Restructuring applicable to a Sovereign Reference Entity, any Sovereign Restructured Deliverable Obligation (but excluding any Excluded Reference Obligation) that (i) is payable in an amount equal to its outstanding principal balance or Due and Payable Amount, as applicable, (ii) is not subject to any counterclaim, defence (other than a counterclaim or defence based on the factors set forth in (a) to (d) of Section 4.1 below) or right of set off by or of a Reference Entity or, as applicable, an Underlying Obligor and (iii) in the case of a Qualifying Guarantee other than a Qualifying Affiliate Guarantee, is capable, at the relevant Relevant Date, of immediate assertion or demand by or on behalf of the holder or holders against the Reference Entity for an amount at least equal to the outstanding principal balance or Due and Payable Amount being valued or delivered apart from the giving of any notice of non-payment or similar procedural requirement, it being understood that acceleration of an Underlying Obligation shall not be considered a procedural requirement.

Where Auction Settlement applies for purposes of Section 7.4, “**Reference Obligation**” means any obligation that is capable of constituting a deliverable obligation in accordance with the Applicable Credit Derivatives Auction Settlement Terms.

Section 2.16. Sovereign Restructured Deliverable Obligation. “**Sovereign Restructured Deliverable Obligation**” means an Obligation of a Sovereign Reference Entity (a) in respect of which a Restructuring has occurred and (b) described by the Reference Obligation Category specified in the relevant Standard, and subject to Section 2.21(c), having each of the Reference Obligation Characteristics, if any, specified in the relevant Standard, in each case, immediately preceding the date on which such Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring without regard to whether the Obligation would satisfy such Reference Obligation Category or Reference Obligation Characteristics after such Restructuring.

Section 2.17. Excluded Obligation. “**Excluded Obligation**” means any obligation of a Reference Entity specified as such or of a type described in the relevant Standard.

Section 2.18. Excluded Reference Obligation. “**Excluded Reference Obligation**” means any obligation of a Reference Entity specified as such or of a type described in the relevant Standard.

Section 2.19. Method for Determining Obligations. For the purposes of Section 2.14(a), the term “**Obligation**” may be defined as each obligation of each Reference Entity described by the Obligation Category specified as being applicable in the relevant Standard and having each of the Obligation Characteristics, if any, specified as being applicable in the relevant Standard, in each case, as of the date which constitutes the Credit Event which is the subject of either the Credit Event Notice or the notice to ISDA resulting in the occurrence of the Credit Event Resolution Request Date, as applicable. The following terms shall have the following meanings:

- (a) “**Obligation Category**” means Payment, Borrowed Money, Reference Obligations Only, Bond, Loan, or Bond or Loan, only one of which shall be specified in the relevant Standard and:
- (i) “**Payment**” means any obligation (whether present or future, contingent or otherwise) for the payment or repayment of money, including without limitation, “Borrowed Money”;
 - (ii) “**Borrowed Money**” means any obligation (excluding an obligation under a revolving credit arrangement for which there are no outstanding, unpaid drawings in respect of principal) for the payment or repayment of borrowed money (which term shall include, without limitation, deposits and reimbursement obligations arising from drawings pursuant to letters of credit);
 - (iii) “**Reference Obligations Only**” means any obligation that is a Benchmark Obligation only and no Obligation Characteristics shall be applicable to Reference Obligations Only;
 - (iv) “**Bond**” means any obligation of a type included in the “Borrowed Money” Obligation Category that is in the form of, or represented by, a bond, note (other than notes delivered pursuant to Loans), certificated debt security or other debt security and shall not include any other type of “Borrowed Money”;
 - (v) “**Loan**” means any obligation of a type included in the “Borrowed Money” Obligation Category that is documented by a term loan agreement, revolving loan agreement or other similar credit agreement and shall not include any other type of “Borrowed Money”; and
 - (vi) “**Bond or Loan**” means any obligation that is either a Bond or a Loan.
- (b) “**Obligation Characteristics**” means any one or more of Not Subordinated, Specified Currency – Standard Specified Currencies, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed and Not Domestic Issuance, and:
- (i) (A) “**Not Subordinated**” means an obligation that is not Subordinated to (I) the most senior Benchmark Obligation in priority of payment or (II) if no Benchmark Obligation is specified with respect to the relevant Reference Entity in the Swap Agreement or, as the case may be, the Final Terms, any unsubordinated Borrowed Money obligation of the Reference Entity; provided that, if any of the events set forth under Section 2.30(a) has occurred with respect to all of the Benchmark Obligations or if Section 2.2(e) is applicable with respect to the Benchmark Obligation (each, in each case, a “**Prior Benchmark Obligation**”) and no substitute Benchmark Obligation has been identified for any of the Prior Benchmark Obligations at the time of the determination of whether an obligation satisfies the “Not Subordinated” Obligation Characteristic or Reference Obligation Characteristic, as applicable, “Not Subordinated” shall mean an obligation that would not have been Subordinated to the most senior such Prior Benchmark Obligation in priority of payment. For purposes of determining whether an obligation satisfies the “Not Subordinated” Obligation Characteristic or Reference Obligation Characteristic, the ranking in priority of payment of each Benchmark Obligation or each Prior Benchmark Obligation, as applicable, shall be determined as of the date as of which the relevant Benchmark Obligation or Prior Benchmark Obligation, as applicable, was issued or incurred and shall not reflect any change to such ranking in priority of payment after such date.
 - (B) “**Subordination**” means, with respect to an obligation (the “**Subordinated Obligation**”) and another obligation of the Reference Entity to which such obligation is being compared (the “**Senior Obligation**”), a contractual, trust or similar arrangement providing that (i) upon the liquidation, dissolution, reorganisation

or winding up of the Reference Entity, claims of the holders of the Senior Obligation will be satisfied prior to the claims of the holders of the Subordinated Obligation or (ii) the holders of the Subordinated Obligation will not be entitled to receive or retain payments in respect of their claims against the Reference Entity at any time that the Reference Entity is in payment arrears or is otherwise in default under the Senior Obligation. **“Subordinated”** will be construed accordingly. For purposes of determining whether Subordination exists or whether an obligation is Subordinated with respect to another obligation to which it is being compared, the existence of preferred creditors arising by operation of law or of collateral, credit support or other credit enhancement arrangements shall not be taken into account, except that, notwithstanding the foregoing, priorities arising by operation of law shall be taken into account where the Reference Entity is a Sovereign.

- (ii) **“Specified Currency – Standard Specified Currencies”** means an obligation that is payable in any of the lawful currencies of Canada, Japan, Switzerland, the United Kingdom and the United States of America or the euro (or any successor currency to any of the aforementioned currencies) or any currency specified in addition thereto in the relevant Standard.
- (iii) **“Not Sovereign Lender”** means any obligation that is not primarily owed to a Sovereign or Supranational Organisation, including, without limitation, obligations generally referred to as “Paris Club debt”.
- (iv) **“Not Domestic Currency”** means any obligation that is payable in any currency other than the Domestic Currency.
- (v) **“Not Domestic Law”** means any obligation that is not governed by the laws of (A) the relevant Reference Entity, if such Reference Entity is a Sovereign, or (B) the jurisdiction of organisation of the relevant Reference Entity, if such Reference Entity is not a Sovereign.
- (vi) **“Listed”** means an obligation that is quoted, listed or ordinarily purchased and sold on an exchange.
- (vii) **“Not Domestic Issuance”** means any obligation other than an obligation that was, at the time the relevant obligation was issued (or reissued, as the case may be) or incurred, intended to be offered for sale primarily in the domestic market of the relevant Reference Entity. Any obligation that is registered or qualified for sale outside the domestic market of the relevant Reference Entity (regardless of whether such obligation is also registered or qualified for sale within the domestic market of the relevant Reference Entity) shall be deemed not to be intended for sale primarily in the domestic market of the Reference Entity.

Section 2.20. Method for Determining Reference Obligations. For purposes of Section 2.15, where Cash Settlement applies for purposes of Section 7.4, the term **“Reference Obligation”** may be defined as each obligation of each Reference Entity described by the Reference Obligation Category specified as being applicable in the relevant Standard, and, subject to Section 2.21(c), having each of the Reference Obligation Characteristics, if any, specified as being applicable in the relevant Standard, in each case, as of the relevant Relevant Date. The following terms shall have the following meanings:

- (a) **“Reference Obligation Category”** means one of Payment, Borrowed Money, Reference Obligations Only, Bond, Loan, or Bond or Loan (each as defined in Section 2.19(a), except that, for the purpose of determining Reference Obligations, Section 2.19(a)(iii) (*Reference Obligations Only*) shall be amended to state that no Reference Obligation Characteristics shall be applicable to Reference Obligations Only).
- (b) **“Reference Obligation Characteristics”** means any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed, Not Contingent, Not Domestic Issuance, Assignable Loan, Consent Required Loan, Direct Loan Participation, Transferable, Maximum Maturity, Accelerated or Matured and Not Bearer.
 - (i) **“Not Contingent”** means any obligation having as of the relevant Relevant Date and all times thereafter an outstanding principal balance or, in the case of obligations that are not Borrowed Money, a Due and Payable Amount, that pursuant to the terms of such obligation may not be reduced as a result of the occurrence or non-

occurrence of an event or circumstance (other than payment). A Convertible Obligation, an Exchangeable Obligation and an Accreting Obligation shall satisfy the “Not Contingent” Reference Obligation Characteristic if such Convertible Obligation, Exchangeable Obligation or Accreting Obligation otherwise meets the requirements of the preceding sentence so long as, in the case of a Convertible Obligation or an Exchangeable Obligation, the right (A) to convert or exchange such obligation or (B) to require the issuer to purchase or redeem such obligation (if the issuer has exercised or may exercise the right to pay the purchase or redemption price, in whole or in part, in Equity Securities) has not been exercised (or such exercise has been effectively rescinded) on or before the relevant Relevant Date. If a Reference Obligation is a Convertible Obligation or an Exchangeable Obligation, then (subject to Section 7.4 hereof) such Reference Obligation may be included as a Reference Obligation only if the rights referred to in clauses (A) and (B) of this Section 2.20(b)(i) have not been exercised (or such exercise has been effectively rescinded) on or before the relevant Relevant Date. An Insured Instrument will not be regarded as failing to satisfy the “Not Contingent” Reference Obligation Characteristic solely because such Insured Instrument is subject to provisions limiting recourse in respect of such Insured Instrument to the proceeds of specified assets (including proceeds subject to a priority of payments) or reducing the amount of any Instrument Payments owing under such Insured Instrument, provided that such provisions are not applicable to the Qualifying Policy by the terms thereof and the Qualifying Policy continues to guarantee or insure, as applicable, the Instrument Payments that would have been required to be made absent any such limitation or reduction.

- (ii) “**Assignable Loan**” means a Loan that is capable of being assigned or novated to, at a minimum, commercial banks or financial institutions (irrespective of their jurisdiction of organisation) that are not then a lender or a member of the relevant lending syndicate, without the consent of the relevant Reference Entity or the guarantor, if any, of such Loan (or the consent of the applicable borrower if a Reference Entity is guaranteeing such Loan) or any agent.
- (iii) “**Consent Required Loan**” means a Loan that is, as of the relevant Relevant Date, capable of being assigned or novated with the consent of the relevant Reference Entity or the guarantor, if any, of such Loan (or the consent of the relevant borrower if a Reference Entity is guaranteeing such Loan) or any agent.
- (iv) “**Direct Loan Participation**” means a Loan in respect of which, pursuant to a participation agreement, Morgan (in the case of a Long Reference Entity) or the Company (in the case of a Short Reference Entity) (the “Buyer”) is capable of creating, or procuring the creation of, a contractual right in favour of, (I) where Morgan is the Buyer, a commercial bank or other financial institution (irrespective of its jurisdiction of incorporation) that provides such entity with recourse to the participation seller for a specified share in any payments due under the relevant Loan which are received by such participation seller, any such agreement to be entered into between (i) such entity and (ii) either (A) the Buyer (to the extent the Buyer is then a lender or a member of the relevant lending syndicate), or (B) a Qualifying Participation Seller (if any) (to the extent such Qualifying Participation Seller is then a lender or a member of the relevant lending syndicate) or (II) where the Company is the Buyer, Morgan that provides Morgan with recourse to the participation seller for a specified share in any payments due under the relevant Loan which are received by such participation seller, any such agreement to be entered into between (i) Morgan and (ii) a Qualifying Participation Seller (if any) (to the extent such Qualifying Participation Seller is then a lender or a member of the relevant lending syndicate).

For such purposes, “**Qualifying Participation Seller**” means any participation seller that meets the requirements specified in the relevant Standard and if no such requirements are specified there shall be no Qualifying Participation Seller.

- (v) “**Transferable**” means an obligation that is transferable to institutional investors without any contractual, statutory or regulatory restriction, provided that none of the following shall be considered contractual, statutory or regulatory restrictions:
 - (A) contractual, statutory or regulatory restrictions that provide for eligibility for resale pursuant to Rule 144A or Regulation S promulgated under the United States Securities Act of 1933, as amended (and any

contractual, statutory or regulatory restrictions promulgated under the laws of any jurisdiction having a similar effect in relation to the eligibility for resale of an obligation); or

- (B) restrictions on permitted investments such as statutory or regulatory investment restrictions on insurance companies and pension funds,

and if specified as being applicable to a Reference Obligation Category, the Transferable Reference Obligation Characteristic shall be applicable only in respect of obligations within that Reference Obligation Category that are not Loans.

- (vi) **“Maximum Maturity”** means an obligation that has a remaining maturity from the relevant Relevant Date of not greater than the period specified in the relevant Standard or, if no such period is specified, 30 years.
- (vii) **“Accelerated or Matured”** means an obligation under which the total amount owed, whether at maturity, by reason of acceleration, upon termination or otherwise (other than amounts in respect of default interest, indemnities, tax gross-ups and other similar amounts), is, or on or prior to the relevant Relevant Date will be, due and payable in full in accordance with the terms of such obligation, or would have been but for, and without regard to, any limitation imposed under any applicable insolvency laws.
- (viii) **“Not Bearer”** means any obligation that is not a bearer instrument unless interests with respect to such bearer instrument are cleared via the Euroclear system, Clearstream International or any other internationally recognised clearing system.

Section 2.21. Interpretation of Provisions.

Unless expressly agreed to by the parties that this Section 2.21 is not applicable, and other than for purposes of determining what constitutes a “Reference Obligation” where Auction Settlement applies for purposes of Section 7.4:

- (a) If the Obligation Characteristic “Listed” is specified as being applicable in the relevant Standard, the Notes or, as the case may be, the Swap Agreement shall be construed as though Listed had been specified as an Obligation Characteristic only with respect to Bonds and shall only be relevant if Bonds are covered by the selected Obligation Category.
- (b) If (i) either of the Reference Obligation Characteristics “Listed” or “Not Bearer” is specified as being applicable in the relevant Standard, the Notes or, as the case may be, the Swap Agreement, shall be construed as though such Reference Obligation Characteristic had been specified as a Reference Obligation Characteristic only with respect to Bonds and shall only be relevant if Bonds are covered by the selected Reference Obligation Category; (ii) the Reference Obligation Characteristic “Transferable” is specified as being applicable in the relevant Standard, the Notes or, as the case may be, the Swap Agreement shall be construed as though such Reference Obligation Characteristic had been specified as a Reference Obligation Characteristic only with respect to Reference Obligations that are not Loans (and shall only be relevant to the extent that obligations other than Loans are covered by the selected Reference Obligation Category); or (iii) any of the Reference Obligation Characteristics “Assignable Loan”, “Consent Required Loan” or “Direct Loan Participation” is specified as being applicable in the relevant Standard, the Notes or, as the case may be, the Swap Agreement shall be construed as though such Reference Obligation Characteristic had been specified as a Reference Obligation Characteristic only with respect to Loans and shall only be relevant if Loans are covered by the selected Reference Obligation Category.
- (c) If, in respect of the Reference Entity, any of “Payment”, “Borrowed Money”, “Loan” or “Bond or Loan” is specified under “Reference Obligation” as being applicable in the relevant Standard and more than one of “Assignable Loan”, “Consent Required Loan” and “Direct Loan Participation” are specified as Reference Obligation Characteristics under “Reference Obligation” as being applicable in the relevant Standard, the Reference Obligations may include any Loan that satisfies any one of such Reference Obligation Characteristics specified and need not satisfy all such Reference Obligation Characteristics.
- (d) In the event that an Obligation or Reference Obligation is a Qualifying Guarantee or Qualifying Policy, the following will apply:

- (i) For the purposes of the application of “Obligation Category” and “Reference Obligation Category”, the Qualifying Guarantee or the Qualifying Policy, as the case may be, shall be deemed to satisfy the same category or categories as those that describe the Underlying Obligation or the Insured Instrument, as the case may be.
- (ii) In the event that an Obligation or Reference Obligation is a Qualifying Policy for the purposes of the application of the Obligation Characteristics or the Reference Obligation Characteristics both the Qualifying Policy and the Insured Instrument must satisfy on the relevant Relevant Date each of the applicable Obligation Characteristics or Reference Obligation Characteristics, if any, specified in the relevant Standard from the following list: “Specified Currency – Standard Specified Currencies”, “Not Sovereign Lender”, “Not Domestic Currency” and “Not Domestic Law”. For these purposes, unless otherwise specified in the relevant Standard, (A) the lawful currency of any of Canada, Japan, Switzerland, the United Kingdom or the United States of America or the euro shall not be a Domestic Currency and (B) the laws of England and the laws of the State of New York shall not be a Domestic Law.

For the purposes of the application of the Obligation Characteristics or the Reference Obligation Characteristics, only the Qualifying Policy must satisfy on the relevant Relevant Date the Obligation Characteristic or the Reference Obligation Characteristic of Not Subordinated, if specified in the relevant Standard.

- (iii) For the purposes of the application of the Obligation Characteristics or the Reference Obligation Characteristics, both the Qualifying Guarantee and the Underlying Obligation must satisfy on the relevant Relevant Date each of the applicable Obligation Characteristics or Reference Obligation Characteristics, if any, specified in the relevant Standard from the following list: “Not Subordinated”, “Specified Currency – Standard Specified Currencies”, “Not Sovereign Lender”, “Not Domestic Currency” and “Not Domestic Law”. For these purposes, unless otherwise specified in the relevant Standard, (A) the lawful currency of any of Canada, Japan, Switzerland, the United Kingdom or the United States of America or the euro shall not be a Domestic Currency and (B) the laws of England and the laws of the State of New York shall not be a Domestic Law.
- (iv) For the purposes of the application of the Obligation Characteristics or the Reference Obligation Characteristics, only the Underlying Obligation or Insured Instrument, as the case may be, must satisfy on the relevant Relevant Date each of the applicable Obligation Characteristics or Reference Obligation Characteristics, if any, specified in the relevant Standard from the following list: “Listed”, “Not Contingent”, “Not Domestic Issuance”, “Assignable Loan”, “Consent Required Loan”, “Direct Loan Participation”, “Transferable”, “Maximum Maturity”, (subject to (ix) below) “Accelerated or Matured” and “Not Bearer”.
- (v) For the purposes of the application of the Obligation Characteristics or the Reference Obligation Characteristics to an Underlying Obligation or Insured Instrument, as the case may be, references to the Reference Entity shall be deemed to refer to the Underlying Obligor or Insured Obligor, as the case may be.
- (vi) The terms “outstanding principal balance” and “Due and Payable Amount” when used in connection with Qualifying Guarantees are to be interpreted to be the then “outstanding principal balance” or “Due and Payable Amount”, as applicable, of the Underlying Obligation which is supported by a Qualifying Guarantee.
- (vii) The Obligation Category “Borrowed Money” and the Obligation Category and Reference Obligation Category “Bond” shall be deemed to include distributions payable under an Insured Instrument in the form of a pass-through certificate or similar funded beneficial interest, the Reference Obligation Category “Bond” shall be deemed to include such an Insured Instrument and the terms “obligation” and “obligor” in respect of such an Insured Instrument shall be construed accordingly.
- (viii) References in the definitions of Assignable Loan and Consent Required Loan to the “guarantor” and “guaranteeing” shall be deemed to include the “insurer” and “insuring”, respectively.

- (ix) Neither the Qualifying Policy nor the Insured Instrument must satisfy on the relevant Relevant Date the Reference Obligation Characteristic of “Accelerated or Matured”, whether or not that characteristic is otherwise specified as applicable in the relevant Standard.
- (x) If the “Assignable Loan”, “Consent Required Loan”, “Direct Loan Participation” or “Transferable” Reference Obligation Characteristics are specified in the relevant Standard, if the benefit of the Qualifying Policy is not transferred as part of any transfer of the Insured Instrument, the Qualifying Policy must be transferable at least to the same extent as the Insured Instrument.
- (xi) With respect to an Insured Instrument in the form of a pass-through certificate or similar funded beneficial interest, the term “outstanding principal balance” shall mean the outstanding Certificate Balance and “maturity”, as such term is used in the “Maximum Maturity” Reference Obligation Characteristic, shall mean the specified date by which the Qualifying Policy guarantees or insures, as applicable, that the ultimate distribution of the Certificate Balance will occur.

“**Relevant Date**” means, in relation to an Obligation, the date of the event the subject of the Credit Event and in relation to a Reference Obligation, where applicable, the Valuation Date.

Section 2.22. Qualifying Participation Seller.

N/A

Section 2.23. Qualifying Guarantee and Qualifying Policy.

- (a) “**Qualifying Guarantee**” means an arrangement evidenced by a written instrument pursuant to which a Reference Entity irrevocably agrees (by guarantee of payment or equivalent legal arrangement) to pay all amounts due under an obligation (the “**Underlying Obligation**”) for which another party is the obligor (the “**Underlying Obligor**”). Qualifying Guarantees shall exclude any arrangement (i) structured as a surety bond, financial guarantee insurance policy, letter of credit or equivalent legal arrangement or (ii) pursuant to the terms of which the payment obligations of the Reference Entity can be discharged, reduced or otherwise altered or assigned (other than by operation of law) as a result of the occurrence or non-occurrence of an event or circumstance (other than payment). The benefit of a Qualifying Guarantee must be capable of being delivered together with the delivery of the Underlying Obligation.
- (b) “**Qualifying Policy**” means a financial guaranty insurance policy or similar financial guarantee pursuant to which a Reference Entity irrevocably guarantees or insures all Instrument Payments (as defined below) of an instrument that constitutes Borrowed Money (modified as set forth below) (the “**Insured Instrument**”) for which another party (including a special purpose entity or trust) is the obligor (the “**Insured Obligor**”). Qualifying Policies shall exclude any arrangement (i) structured as a surety bond, letter of credit or equivalent legal arrangement or (ii) pursuant to the express contractual terms of which the payment obligations of the Reference Entity can be discharged or reduced as a result of the occurrence or non-occurrence of any event or circumstance (other than the payment of Instrument Payments). The benefit of a Qualifying Policy must be capable of being delivered together with the delivery of the Insured Instrument.

“**Instrument Payments**” means (A) in the case of any Insured Instrument that is in the form of a pass-through certificate or similar funded beneficial interest, (x) the specified periodic distributions in respect of interest or other return on the Certificate Balance on or prior to the ultimate distribution of the Certificate Balance and (y) the ultimate distribution of the Certificate Balance on or prior to a specified date, and (B) in the case of any other Insured Instrument, the scheduled payments of principal and interest, in the case of both (A) and (B) (1) determined without regard to limited recourse or reduction provisions of the type described in “Not Contingent” under “Reference Obligation Characteristics” above and (2) excluding sums in respect of default interest, indemnities, tax gross-ups, make-whole amounts, early redemption premiums and other similar amounts (whether or not guaranteed or insured by the Qualifying Policy).

“**Certificate Balance**” means, in the case of an Insured Instrument that is in the form of a pass-through certificate or similar funded beneficial interest, the unit principal balance, certificate balance or similar measure of unreimbursed principal investment.

Section 2.24. Qualifying Affiliate Guarantee. “**Qualifying Affiliate Guarantee**” means a Qualifying Guarantee provided by a Reference Entity in respect of an Underlying Obligation of a Downstream Affiliate of that Reference Entity.

Section 2.25. Downstream Affiliate and Voting Shares.

- (a) “**Downstream Affiliate**” means an entity whose outstanding Voting Shares were, at the date of issuance of the Qualifying Guarantee, more than 50 per cent. owned, directly or indirectly, by the Reference Entity.
- (b) “**Voting Shares**” shall mean those shares or other interests that have the power to elect the board of directors or similar governing body of an entity.

Section 2.26. Sovereign. “**Sovereign**” means any state, political subdivision or government, or any agency, instrumentality, ministry, department or other authority (including, without limiting the foregoing, the central bank) thereof.

Section 2.27. Sovereign Agency. “**Sovereign Agency**” means any agency, instrumentality, ministry, department or other authority (including, without limiting the foregoing, the central bank) of a Sovereign.

Section 2.28. Supranational Organisation. “**Supranational Organisation**” means any entity or organisation established by treaty or other arrangement between two or more Sovereigns or the Sovereign Agencies of two or more Sovereigns and includes, without limiting the foregoing, the International Monetary Fund, European Central Bank, International Bank for Reconstruction and Development and European Bank for Reconstruction and Development.

Section 2.29. Domestic Currency. “**Domestic Currency**” means the currency specified as such in the relevant Standard and any successor currency. If no currency is so specified, the Domestic Currency shall be the lawful currency and any successor currency of (a) the relevant Reference Entity, if the Reference Entity is a Sovereign, or (b) the jurisdiction in which the relevant Reference Entity is organised, if the Reference Entity is not a Sovereign. In no event shall Domestic Currency include any successor currency if such successor currency is the lawful currency of any of Canada, Japan, Switzerland, the United Kingdom or the United States of America or the euro (or any successor currency to any such currency).

Section 2.30. Substitute Reference Obligation.

- (a) In the event that (i) a Benchmark Obligation specified for any Reference Entity is redeemed in whole or (ii) in the opinion of the Calculation Agent (A) the aggregate amounts due under any Benchmark Obligation have been materially reduced by redemption or otherwise (other than due to any scheduled redemption, amortisation or prepayments), (B) any Benchmark Obligation is an Underlying Obligation or Insured Instrument, as the case may be, with a Qualifying Guarantee or Qualifying Policy, as the case may be, of a Reference Entity and, other than due to the existence or occurrence of a Credit Event, the Qualifying Guarantee or the Qualifying Policy, as the case may be, is no longer a valid and binding obligation of such Reference Entity enforceable in accordance with its terms or (C) for any other reason, other than due to the existence or occurrence of a Credit Event, any Benchmark Obligation is no longer an obligation of a Reference Entity, the Calculation Agent may, at any time after such event identify an Obligation to replace such Benchmark Obligation.
- (b) Any substitute Benchmark Obligation shall be an Obligation that (i) ranks *pari passu* in priority of payment with the ranking in priority of payment of each of the substitute Benchmark Obligation and such Benchmark Obligation (with the ranking in priority of payment of such Benchmark Obligation being determined as of the date as of which such Benchmark Obligation was issued or incurred and not reflecting any change to such ranking in priority of payment after such date), (ii) in the opinion of the Calculation Agent preserves the economic equivalent, as closely as practicable as determined by the Calculation Agent, of the delivery and payment obligations under the Notes and under the Swap Agreement and (iii) is an obligation of the relevant Reference Entity (either directly or, in the case of a Reference Entity in respect of which “All Guarantees” is specified as not being applicable in the relevant Standard, as provider of a Qualifying Affiliate Guarantee or, in the case of a Reference Entity that is a monoline insurance

company issuing financial guaranty insurance policies or similar financial guarantees or in respect of which any supplement or provisions relating to monoline insurance companies are specified as being applicable in the relevant Standard, as provider of a Qualifying Policy or, in the case of a Reference Entity in respect of which “All Guarantees” is specified as being applicable in the relevant Standard, as provider of a Qualifying Guarantee). The substitute Benchmark Obligation identified by the Calculation Agent shall, without further action, replace such Benchmark Obligation. The Benchmark Obligation for any Successor shall be deemed to be the “Benchmark Obligation” from the Succession Date.

- (c) N/A
- (d) N/A
- (e) N/A
- (f) For purposes of identification of a Benchmark Obligation, any change in the Benchmark Obligation’s CUSIP or ISIN number or other similar identifier will not, in and of itself, convert such Benchmark Obligation into a different Obligation.

In the event that any Reference Entity is the Successor of any other Reference Entities or any Reference Entities have the same Successor and the Benchmark Obligation of either the Original Reference Entity or the Successor (but not both) is Subordinated and the Benchmark Obligation of the other entity is not Subordinated, the Successor Reference Entity shall be treated as one Reference Entity with a Credit Position equal to the sum of the relevant Credit Positions except that upon the occurrence of a Credit Event with respect to that Successor, a portion of its Credit Position will be determined on the basis of a Subordinated Obligation and a portion of its Credit Position will be determined on the basis of an Obligation that is not a Subordinated Obligation. The Credit Position of the relevant Successor shall be divided into the portion of the Credit Position attributable to the entity in respect of which a Subordinated Obligation was specified as a Benchmark Obligation (the “**Subordinated Credit Position**”) and the portion of the Credit Position attributable to the entity in respect of which an obligation that was not a Subordinated Obligation was specified as the Benchmark Obligation (the “**Senior Credit Position**”). In the event that an Event Determination Date occurs with respect to that Successor, the Redemption Amount or, as the case may be, instalment amount or Triggered Reference Entity Loss shall be equal to the aggregate amount of the amount calculated with respect to the Subordinated Credit Position and a Reference Obligation that is a Subordinated Obligation (or, as the case may be, that is capable of constituting a deliverable obligation in accordance with the Applicable Credit Derivatives Auction Settlement Terms in respect of the Subordinated Credit Position) and the amount calculated with respect to the Senior Credit Position and a Reference Obligation that is not a Subordinated Obligation (or, as the case may be, that is capable of constituting a deliverable obligation in accordance with the Applicable Credit Derivatives Auction Settlement Terms in respect of the Senior Credit Position).

In the event that such Successor is subject to, or involved in, any further Succession Event, the Credit Position of such Successor (or the Successor to that entity, as the case may be) shall be determined in accordance with the foregoing, taking into account and maintaining any distinction between the Subordinated Credit Position and Senior Credit Position already established for the relevant entity.

For the avoidance of doubt and subject as provided in Section 4.1, (i) an Event Determination Date may occur on one occasion only with respect to any Reference Entity, notwithstanding the apportionment of its Credit Position pursuant to the foregoing, and (ii) except for the purposes of determining the Redemption Amount or, as the case may be, the instalment amount or Triggered Reference Entity Loss, each reference in the Notes or, as the case may be, the Swap Agreement to “**Credit Position**” shall be deemed to be a reference to the aggregate of the Subordinated Credit Position and Senior Credit Position with respect to the relevant Reference Entity, unless the context requires otherwise.

For this purpose the Credit Position of any relevant Reference Entity which is a Defaulted Credit shall be zero, except in the case of a Reference Entity in respect of which either “Restructuring Maturity Limitation and Fully Transferable Obligation Applicable” or “Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable” is specified in the relevant Standard and “Multiple Credit Event Notices” is also specified as applicable in

such Standard and in respect of which an Event Determination Date relating only to a Restructuring has occurred where the Credit Position shall be the Remaining Credit Position.

Section 2.31. Merger of Reference Entity and Seller.

N/A

Section 2.32. Restructuring Maturity Limitation and Fully Transferable Obligation.

- (a) Where Cash Settlement applies for purposes of Section 7.4, for the purpose of a Reference Entity in respect of which a Restructuring has occurred, and “Restructuring Maturity Limitation and Fully Transferable Obligation” is specified under “Credit Events – Restructuring” as being applicable in the relevant Standard, and Restructuring is the only Credit Event specified in a Credit Event Notice, the Reference Obligation will be an obligation which (i) is a Fully Transferable Obligation and (ii) has a final maturity date not later than the applicable Restructuring Maturity Limitation Date. With respect to an Insured Instrument in the form of a pass-through certificate or similar funded beneficial interest, the term “**final maturity date**”, as such term is used in this Section 2.32(a) and in Section 2.33(a) and the definition of “Restructuring Maturity Limitation Date”, shall mean the specified date by which the Qualifying Policy guarantees or insures, as applicable, that the ultimate distribution of the Certificate Balance will occur.
- (b) “**Fully Transferable Obligation**” means a Reference Obligation that is either Transferable, in the case of Bonds, or capable of being assigned or novated to all Eligible Transferees without the consent of any person being required, in the case of any Reference Obligation other than Bonds. Any requirement that notification of novation, assignment or transfer of a Reference Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Reference Obligation shall not be considered to be a requirement for consent for purposes of this Section 2.32(b). In the event that a Fully Transferable Obligation is a Qualifying Policy, the Insured Instrument must meet the requirements of this definition and, if the benefit of the Qualifying Policy is not transferred as part of any transfer of the Insured Instrument, the Qualifying Policy must be transferable at least to the same extent as the Insured Instrument.

For purposes of determining whether a Reference Obligation satisfies the requirements of the definition of “Fully Transferable Obligation”, such determination shall be made as of the relevant Relevant Date by the Calculation Agent in its sole discretion.

- (c) “**Restructuring Maturity Limitation Date**” means, with respect to a Reference Obligation, the Limitation Date occurring on or immediately following the Credit Observation End Date, provided that, in circumstances where the Credit Observation End Date is later than the 2.5-year Limitation Date, at least one Enabling Obligation exists. Notwithstanding the foregoing, if the final maturity date of the Restructured Bond or Loan with the latest final maturity date of any Restructured Bond or Loan occurs prior to the 2.5-year Limitation Date (such Restructured Bond or Loan, a “**Latest Maturity Restructured Bond or Loan**”) and the Credit Observation End Date occurs prior to the final maturity date of such Latest Maturity Restructured Bond or Loan, then the Restructuring Maturity Limitation Date will be the final maturity date of such Latest Maturity Restructured Bond or Loan.

In the event that the Credit Observation End Date is later than (i)(A) the final maturity date of the Latest Maturity Restructured Bond or Loan, if any, or (B) the 2.5-year Limitation Date, and, in either case, no Enabling Obligation exists or (ii) the 20-year Limitation Date, the Restructuring Maturity Limitation Date will be the Credit Observation End Date.

- (d) “**Eligible Transferee**” means:

- (i) any:
- (A) bank or other financial institution;
 - (B) insurance or reinsurance company;

- (C) mutual fund, unit trust or similar collective investment vehicle (other than an entity specified in clause (iii)(A) below); and
- (D) registered or licensed broker or dealer (other than a natural person or proprietorship), provided, however, in each case that such entity has total assets of at least U.S.\$500,000,000;
- (ii) an Affiliate of an entity specified in the preceding clause (i);
- (iii) each of a corporation, partnership, proprietorship, organisation, trust or other entity:
 - (A) that is an investment vehicle (including, without limitation, any hedge fund, issuer of collateralised debt obligations, commercial paper conduit or other special purpose vehicle) that (1) has total assets of at least U.S.\$100,000,000 or (2) is one of a group of investment vehicles under common control or management having, in the aggregate, total assets of at least U.S.\$100,000,000; or
 - (B) that has total assets of at least U.S.\$500,000,000; or
 - (C) the obligations of which under an agreement, contract, or transaction are guaranteed or otherwise supported by a letter of credit or keepwell, support, or other agreement by an entity described in clauses (i), (ii), (iii)(B) or (iv) of this Section 2.32(d); or
- (iv) a Sovereign, Sovereign Agency or Supranational Organisation.

All references in this Section 2.32(d) to U.S.\$ include equivalent amounts in other currencies.

Section 2.33. Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation.

- (a) Where Cash Settlement applies for purposes of Section 7.4, for the purpose of a Reference Entity in respect of which a Restructuring has occurred and “Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation” is specified under “Credit Events – Restructuring” as being applicable in the relevant Standard and Restructuring is the only Credit Event specified in a Credit Event Notice, the Reference Obligation must be an obligation which (i) is a Conditionally Transferable Obligation and (ii) has a final maturity date not later than the applicable Modified Restructuring Maturity Limitation Date.
- (b) **“Conditionally Transferable Obligation”** means a Reference Obligation that is either Transferable, in the case of Bonds, or capable of being assigned or novated to all Modified Eligible Transferees without the consent of any person being required, in the case of any Reference Obligation other than Bonds, provided, however, that a Reference Obligation other than Bonds will be a Conditionally Transferable Obligation notwithstanding that consent of the Reference Entity or the guarantor, if any, of a Reference Obligation other than Bonds (or the consent of the relevant obligor if a Reference Entity is guaranteeing such Reference Obligation) or any agent is required for such novation, assignment or transfer so long as the terms of such Reference Obligation provide that such consent may not be unreasonably withheld or delayed. Any requirement that notification of novation, assignment or transfer of a Reference Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Reference Obligation shall not be considered to be a requirement for consent for purposes of this Section 2.33(b). In the event that a Conditionally Transferable Obligation is a Qualifying Policy, the Insured Instrument must meet the requirements of this definition and, if the benefit of the Qualifying Policy is not transferred as part of any transfer of the Insured Instrument, the Qualifying Policy must be transferable at least to the same extent as the Insured Instrument, and references to the “guarantor” and “guaranteeing” in this paragraph shall be deemed to include the “insurer” and “insuring”, respectively.
 - (i) N/A
 - (ii) For purposes of determining whether a Reference Obligation satisfies the requirements of the definition of “Conditionally Transferable Obligation”, such determination shall be made as of the relevant Relevant Date, taking into account only the terms of the Reference Obligation and any related transfer or consent documents which have been obtained by the Calculation Agent.

- (c) **“Modified Restructuring Maturity Limitation Date”** means, with respect to a Reference Obligation, the Limitation Date occurring on or immediately following the Credit Observation End Date, provided that, in circumstances where the Credit Observation End Date is later than the 2.5-year Limitation Date, at least one Enabling Obligation exists. If “Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable” is specified in the relevant Standard and the Credit Observation End Date is later than the 2.5-year Limitation Date and prior to the 5-year Limitation Date, a Restructured Bond or Loan will not constitute an Enabling Obligation. Notwithstanding the foregoing, if the Credit Observation End Date is either (i) on or prior to the 2.5-year Limitation Date or (ii) later than the 2.5-year Limitation Date and on or prior to the 5-year Limitation Date and no Enabling Obligation exists, the Modified Restructuring Maturity Limitation Date will be the 5-year Limitation Date in the case of a Restructured Bond or Loan only.

Subject to the foregoing, in the event that the Credit Observation End Date is later than (A) the 2.5-year Limitation Date and no Enabling Obligation exists or (B) the 20-year Limitation Date, the Modified Restructuring Maturity Limitation Date will be the Credit Observation End Date.

- (d) **“Modified Eligible Transferee”** means any bank, financial institution or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities and other financial assets.

Section 2.34. General Terms Relating to Restructuring Maturity Limitation Date and Modified Restructuring Maturity Limitation Date.

- (a) **“Enabling Obligation”** means an outstanding Reference Obligation that (i) is a Fully Transferable Obligation or a Conditionally Transferable Obligation, as applicable, and (ii) has a final maturity date occurring on or prior to the Credit Observation End Date and following the Limitation Date immediately preceding the Credit Observation End Date (or, in circumstances where the Credit Observation End Date occurs prior to the 2.5-year Limitation Date, following the final maturity date of the Latest Maturity Restructured Bond or Loan, if any).
- (b) **“Limitation Date”** means the first of 20 March, 20 June, 20 September or 20 December in any year to occur on or immediately following the date that is one of the following numbers of years after the Restructuring Date: 2.5 years (the **“2.5-year Limitation Date”**), 5 years (the **“5-year Limitation Date”**), 7.5 years, 10 years, 12.5 years, 15 years, or 20 years (the **“20-year Limitation Date”**), as applicable. Limitation Dates shall not be subject to adjustment in accordance with any Business Day Convention unless the Swap Agreement or, as the case may be, the Final Terms specify that Limitation Dates will be adjusted in accordance with a specified Business Day Convention.
- (c) **“Restructured Bond or Loan”** means an Obligation that is a Bond or Loan and in respect of which the relevant Restructuring has occurred.
- (d) **“Restructuring Date”** means the date on which a Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring.

ARTICLE III

CONDITIONS TO SETTLEMENT

Section 3.1. Settlement.

N/A

Section 3.2. Conditions to Settlement. **“Conditions to Settlement”** means the occurrence of an Event Determination Date to the extent that such Event Determination Date is not subsequently reversed prior to the Auction Final Price Determination Date, a Valuation Date, the Maturity Date (in the case of the Notes) or the Termination Date (in the case of the Swap Agreement), as applicable.

Section 3.3. Credit Event Notice. **“Credit Event Notice”** means, with respect to a Reference Entity, an irrevocable notice from the Calculation Agent (which may be in writing (including by facsimile and/or e-mail) and/or by telephone) to

the Company that describes a Credit Event that occurred on or after the Credit Event Backstop Date applicable to the relevant Reference Entity (determined by reference to Greenwich Mean Time (or, if the relevant Standard is Japan or Japan Sovereign, Tokyo time)) and on or prior to the Extension Date with respect to that Reference Entity (determined by reference to Greenwich Mean Time (or, if the relevant Standard is Japan or Japan Sovereign, Tokyo time)). A Credit Event Notice must contain a description in reasonable detail of the facts relevant to the determination that a Credit Event has occurred. In circumstances where neither a DC Credit Event Announcement nor a DC No Credit Event Announcement has occurred, the Calculation Agent shall only deliver a Credit Event Notice where it determines that Publicly Available Information exists confirming the existence or occurrence of the relevant Credit Event and such Credit Event Notice shall contain a copy, or a description in reasonable detail, of the relevant Publicly Available Information. The Credit Event that is the subject of the Credit Event Notice need not be continuing on the date the Credit Event Notice is effective. A Credit Event Notice shall be subject to the requirements regarding notices set forth in Section 1.10.

Section 3.4. Notice of Physical Settlement.

N/A

Section 3.5. Publicly Available Information. "Publicly Available Information" means:

- (a) information that in the sole discretion of the Calculation Agent reasonably confirms any of the facts relevant to the determination that a Credit Event or a Potential Failure to Pay or a Potential Repudiation/Moratorium, as applicable, has occurred and which (i) has been published in or on not less than two Public Sources, regardless of whether the reader or user thereof pays a fee to obtain such information; provided that, if the Calculation Agent or any of its Affiliates is cited as the sole source of such information, then such information shall not be deemed to be Publicly Available Information unless the Calculation Agent or its Affiliate is acting in its capacity as trustee, fiscal agent, administrative agent, clearing agent, paying agent, facility agent or agent bank for an Obligation; (ii) is information received from or published by (A) a Reference Entity (or a Sovereign Agency in respect of a Reference Entity which is a Sovereign), or (B) a trustee, fiscal agent, administrative agent, clearing agent, paying agent, facility agent or agent bank for an Obligation; (iii) is information contained in any petition or filing instituting a proceeding described in Section 4.2(d) against or by a Reference Entity; or (iv) is information contained in any order, decree, notice or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body.
- (b) In the event that the Calculation Agent is (i) the sole source of information in its capacity as trustee, fiscal agent, administrative agent, clearing agent, paying agent, facility agent or agent bank for the Obligation with respect to which a Credit Event has occurred and (ii) a holder of such Obligation, then the Calculation Agent shall also be required to deliver an Officer's Certification to the Company. "**Officer's Certification**" means a certificate signed by a Managing Director (or other substantively equivalent title) of the Calculation Agent, which shall certify the occurrence of a Credit Event with respect to such Obligation.
- (c) In relation to any information of the type described in Section 3.5(a)(ii), (iii) and (iv), the party receiving such information may assume that such information has been disclosed to it without violating any law, agreement or understanding regarding the confidentiality of such information and that the party delivering such information has not taken any action or entered into any agreement or understanding with the Reference Entity or any Affiliate of the Reference Entity that would be breached by, or would prevent, the disclosure of such information to the party receiving such information.
- (d) Publicly Available Information need not state (i) in relation to Section 2.25, the percentage of Voting Shares owned, directly or indirectly, by the Reference Entity and (ii) that such occurrence (A) has met the Payment Requirement or Default Requirement (B) is the result of exceeding any applicable Grace Period or (C) has met the subjective criteria specified in Potential Failure to Pay, Potential Repudiation/Moratorium or certain Credit Events.
- (e) Once Publicly Available Information exists that an event has occurred in respect of any Reference Entity or any Obligation, then such event will be deemed to continue unless Publicly Available Information or any Applicable Resolution exists to the effect that such event in respect of the relevant Reference Entity or Obligation has been

cured. In the absence of any Publicly Available Information or any Applicable Resolution to the effect that any such event has been cured coming to the notice of the Calculation Agent, the Calculation Agent shall be entitled to assume that such event is continuing for the purposes of determining whether any cure has occurred within the Grace Period and the Calculation Agent shall determine the existence or occurrence of a Potential Failure to Pay, Potential Repudiation/Moratorium or Credit Event accordingly. The Calculation Agent shall make reasonable efforts to establish whether Publicly Available Information or any Applicable Resolution exists to the effect that the relevant event has been cured.

Section 3.6. Notice of Publicly Available Information.

N/A

Section 3.7. Public Source. “Public Source” means, with respect to any Reference Entity, each Additional Public Source of Publicly Available Information specified as such in the Swap Agreement or, as the case may be, the Final Terms and each of *Bloomberg Service*, *Reuters Monitor Money Rates Services*, *Dow Jones Newswires*, *Wall Street Journal*, *New York Times*, *Nihon Keizai Shinbun*, *Asahi Shinbun*, *Yomiuri Shinbun*, *Financial Times*, *La Tribune*, *Les Echos* and *The Australian Financial Review* (and successor publications), the main source(s) of business news in the country in which the Reference Entity is organised and any other internationally recognised published or electronically displayed news sources.

Section 3.8. Specified Number.

N/A

Section 3.9. Credit Event Notice After Restructuring. Upon the occurrence of an Event Determination Date relating only to a Restructuring with respect to a Reference Entity in respect of which either “Restructuring Maturity Limitation and Fully Transferable Obligation Applicable” or “Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable” is specified in the relevant Standard and “Multiple Credit Event Notices” is also specified as applicable in such Standard (other than where following such Event Determination Date the Remaining Credit Position of such Reference Entity is greater than zero) and subject as provided in Section 4.1, no further Event Determination Date, Potential Failure to Pay or Potential Repudiation/Moratorium may occur with respect to such Reference Entity.

The following provisions shall apply to Reference Entities in respect of which an Event Determination Date relating only to a Restructuring has occurred and in respect of which either “Restructuring Maturity Limitation and Fully Transferable Obligation Applicable” or “Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable” is specified in the relevant Standard and “Multiple Credit Event Notices” is also specified as applicable in such Standard:

The Calculation Agent may deliver multiple Credit Event Notices with respect to a Reference Entity that has been subject to an Event Determination Date relating only to a Restructuring, with each such Credit Event Notice that relates only to a Restructuring specifying the relevant portion of the Credit Position of the Reference Entity to which such Credit Event Notice applies (the “**Exercise Amount**”). Where no such Exercise Amount is specified, it shall be deemed that the entire Credit Position (or, as the case may be, Remaining Credit Position (as defined below)) has been specified. Such Reference Entity shall be treated as a separate Defaulted Credit in respect of each relevant Exercise Amount and all provisions related to the calculation of principal and interest payable under the Notes shall be construed accordingly. It shall be deemed that the Exercise Amount in respect of any subsequent Event Determination Date that does not relate to a Restructuring is the entire Remaining Credit Position (as defined below).

Notwithstanding the provisions of Condition 6 and Condition 11:

- (i) where the Notes provide that following the occurrence of an Event Determination Date (and satisfaction of any conditions related thereto) the Redemption Amount shall become due, the Redemption Amount shall not become due following the occurrence of an Event Determination Date relating only to a Restructuring except for in respect of any Exercise Amount(s) specified; and

- (ii) once a Credit Event Notice relating only to a Restructuring has been given, any determination relating to any change or potential change in the amount(s) or timing(s) of interest and/or principal payable in respect of the Notes, in relation to any Credit Event for which any Exercise Amount has been specified, shall only be in respect of any relevant Exercise Amount(s) specified as of the relevant date of determination, and otherwise shall be in respect of the entire Remaining Credit Position. For any Affected Reference Entity in respect of which an Exercise Amount was not specified as of the relevant date of determination of such Affected Reference Entity, after any relevant Exercise Amount is specified, the Remaining Credit Position shall be reduced accordingly and the provisions otherwise applicable in respect of such Affected Reference Entity shall continue to apply to the extent of any Remaining Credit Position following such reduction.

Where the Notes provide that following the occurrence of an Event Determination Date (and satisfaction of any conditions related thereto) there shall be a Liquidation of the Outstanding Charged Assets, with respect to each Credit Event Notice (in the case of a Restructuring) or Event Determination Date (in the case of any subsequent Credit Event that is not a Restructuring) there shall be a Liquidation of a portion of the Outstanding Charged Assets by the Company subject to and in accordance with Condition 4(d), provided that for such purpose (x) the Outstanding Charged Assets to be Liquidated shall be a proportionate amount of the Outstanding Charged Assets equal to the proportion which the relevant Exercise Amount bears to the Credit Position of the relevant Defaulted Credit (subject to adjustment for rounding) and (y) the "OCA Liquidation Period" shall be deemed to mean the period from and including the date on which the Broker is notified or otherwise becomes aware that the Conditions to Settlement have been satisfied to but excluding the date falling 7 Payment Business Days after such date.

For the purpose of calculating the Notional Swap Early Termination Amount, where applicable, references to interest and principal payable on the Outstanding Charged Assets (and Company Posted Collateral, if applicable) and interest and principal payable on the Notes shall be deemed to refer to amounts payable on a proportion of the Outstanding Charged Assets (and Company Posted Collateral, if applicable) equal to the proportion to be Liquidated as provided above and to interest and principal which would have been payable in respect of the Exercise Amount, respectively.

In the definition of "Liquidation Proceeds" references to the Outstanding Charged Assets and to the Company Posted Collateral shall be deemed to refer to a proportionate amount of the Outstanding Charged Assets and the Company Posted Collateral, respectively, equal to the proportion which the relevant Exercise Amount bears to the Credit Position of the relevant Defaulted Credit (subject to adjustment for rounding).

The payment obligations of the parties under the Swap Agreement shall be amended to match the proportionate reduction in the Outstanding Charged Assets (if applicable) and the Company Posted Collateral (if applicable) and in the principal and interest payable under the Notes.

Save as provided above, all references in the Conditions and the Swap Agreement to the "**Credit Position**" insofar as it relates to a Reference Entity in respect of which an Event Determination Date relating only to a Restructuring has occurred and in respect of which either "Restructuring Maturity Limitation and Fully Transferable Obligation Applicable" or "Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable" is specified in the relevant Standard and "Multiple Credit Event Notices" is also specified as applicable in such Standard shall be deemed to be references to the Remaining Credit Position of such Reference Entity except for calculation of the Final Price attributable to the Exercise Amount, where "**Remaining Credit Position**" means, in respect of each Reference Entity in respect of which either "Restructuring Maturity Limitation and Fully Transferable Obligation Applicable" or "Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable" is specified in the relevant Standard and "Multiple Credit Event Notices" is also specified as being applicable in such Standard at any time, the initial Credit Position of such Reference Entity, less the aggregate of all Exercise Amounts (if any) in respect of such Reference Entity. For all the purposes hereof, insofar as the Remaining Credit Position of any Reference Entity in respect of which either "Restructuring Maturity Limitation and Fully Transferable Obligation Applicable" or "Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable" is specified in the relevant Standard and "Multiple Credit Event Notices" is also specified as being applicable in such Standard is, at any time, greater than zero, such Reference Entity shall be treated as a non-Defaulted Credit.

ARTICLE IV
CREDIT EVENTS

Section 4.1. Credit Event. “**Credit Event**” means the occurrence in respect of any Reference Entity or any Obligation of any Reference Entity of any of the events specified as being Credit Events applicable to such Reference Entity in the relevant Standard.

If an occurrence would otherwise constitute a Credit Event, such occurrence will constitute a Credit Event whether or not such occurrence arises directly or indirectly from, or is subject to a defence based upon: (a) any lack or alleged lack of authority or capacity of a Reference Entity to enter into any Obligation or, as applicable, an Underlying Obligor (including an Insured Obligor) to enter into any Underlying Obligation (including Insured Instruments), (b) any actual or alleged unenforceability, illegality, impossibility or invalidity with respect to any Obligation or, as applicable, any Underlying Obligation (including Insured Instruments), however described, (c) any applicable law, order, regulation, decree or notice, however described, or the promulgation of, or any change in, the interpretation by any court, tribunal, regulatory authority or similar administrative or judicial body with competent or apparent jurisdiction of any applicable law, order, regulation, decree or notice, however described, or (d) the imposition of, or any change in, any exchange controls, capital restrictions or any other similar restrictions imposed by any monetary or other authority, however described.

Once an Event Determination Date has occurred with respect to a Reference Entity, no further Event Determination Date, Potential Failure to Pay or Potential Repudiation/Moratorium may occur with respect to such Reference Entity except (i) to the extent that such Reference Entity is the Successor to one or more other Reference Entities (or Successor thereof) in respect of which no Event Determination Date has previously occurred, (ii) in the case of a Reference Entity in respect of which either “Restructuring Maturity Limitation and Fully Transferable Obligation Applicable” or “Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable” is specified in the relevant Standard and “Multiple Credit Event Notices” is also specified as applicable in such Standard and in respect of which an Event Determination Date relating only to a Restructuring has occurred, to the extent of its Remaining Credit Position and (iii) to the extent, if any, that additional credit protection on such Reference Entity is subsequently obtained as may be permitted in accordance with the terms of the Notes or, as the case may be, the Swap Agreement (which shall include, without limitation, where such Reference Entity is subsequently added back to the Reference Portfolio by or on behalf of the Company pursuant to any right of the Company to effect changes to the Reference Portfolio). The event the subject of the Credit Event need not be continuing on the Event Determination Date nor on the date the Noteholders are notified by the Principal Paying Agent on behalf of the Company of the Event Determination Date.

Section 4.2. Bankruptcy. “**Bankruptcy**” means a Reference Entity (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (b) becomes insolvent or is unable to pay its debts or fails or admits in writing in a judicial, regulatory or administrative proceeding or filing its inability generally to pay its debts as they become due; (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (d) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (ii) is not dismissed, discharged, stayed or restrained in each case within thirty calendar days of the institution or presentation thereof; (e) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (g) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within thirty calendar days thereafter; or (h) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (a) to (g) (inclusive).

Section 4.3. Obligation Acceleration. “**Obligation Acceleration**” means one or more Obligations in an aggregate amount of not less than the Default Requirement have become due and payable before they would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default or other similar condition or event (however described), other than a failure to make any required payment, in respect of a Reference Entity under one or more Obligations.

Section 4.4. Obligation Default.

N/A

Section 4.5. Failure to Pay. “**Failure to Pay**” means, after the expiration of any applicable Grace Period (after the satisfaction of any conditions precedent to the commencement of such Grace Period), the failure by a Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations, in accordance with the terms of such Obligations at the time of such failure.

Section 4.6. Repudiation/Moratorium.

- (a) “**Repudiation/Moratorium**” means the occurrence of both of the following events: (i) an authorised officer of a Reference Entity or a Governmental Authority (x) disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, one or more Obligations in an aggregate amount of not less than the Default Requirement or (y) declares or imposes a moratorium, standstill, roll-over or deferral, whether de facto or de jure, with respect to one or more Obligations in an aggregate amount of not less than the Default Requirement and (ii) a Failure to Pay, determined without regard to the Payment Requirement, or a Restructuring, determined without regard to the Default Requirement, with respect to any such Obligation occurs on or prior to the Repudiation/Moratorium Evaluation Date.
- (b) “**Repudiation/Moratorium Evaluation Date**” means, with respect to a Reference Entity in respect of which Potential Repudiation/Moratorium is stated to be applicable, if a Potential Repudiation/Moratorium occurs on or prior to the Credit Observation End Date (determined by reference to Greenwich Mean Time (or, if the relevant Standard is Japan or Japan Sovereign, Tokyo time)), (i) if the Obligations to which such Potential Repudiation/Moratorium relates include Bonds, the date that is the later of (A) the date that is 60 days after the date of such Potential Repudiation/Moratorium and (B) the first payment date under any such Bond after the date of such Potential Repudiation/Moratorium (or, if later, the expiration date of any applicable Grace Period in respect of such payment date) and (ii) if the Obligations to which such Potential Repudiation/Moratorium relates do not include Bonds, the date that is 60 days after the date of such Potential Repudiation/Moratorium; provided that, in either case, the Repudiation/Moratorium Evaluation Date shall occur no later than the Credit Observation End Date unless the Repudiation/Moratorium Extension Condition is satisfied.
- (c) “**Potential Repudiation/Moratorium**” means, with respect to a Reference Entity in respect of which Potential Repudiation/Moratorium is stated to be applicable, the occurrence of an event described in clause (i) of the definition of “Repudiation/Moratorium”.
- (d) **Repudiation/Moratorium Extension Condition.** The “**Repudiation/Moratorium Extension Condition**” is satisfied with respect to a Reference Entity (i) if ISDA publicly announces pursuant to a valid request that was delivered, in accordance with the Rules, and effectively received on or prior to the date that is fourteen calendar days after the Credit Observation End Date that the relevant Credit Derivatives Determinations Committee has Resolved that an event that constitutes a Potential Repudiation/Moratorium has occurred with respect to an Obligation of the relevant Reference Entity and that such event occurred on or prior to the Credit Observation End Date (determined by reference to Greenwich Mean Time (or, if the relevant Standard is Japan or Japan Sovereign, Tokyo time)) or (ii) otherwise, by the delivery by the Calculation Agent to the Company of a Repudiation/Moratorium Extension Notice that is effective on or prior to the date that is fourteen calendar days after the Credit Observation End Date. In all cases, the Repudiation/Moratorium Extension Condition will be deemed not to have been satisfied, or capable of being satisfied, if, or to the extent that, ISDA publicly announces, pursuant to a valid request that was delivered in accordance with the Rules and effectively received on or prior to the date that is fourteen calendar days

after the Credit Observation End Date, that the relevant Credit Derivatives Determinations Committee has Resolved that either (A) an event does not constitute a Potential Repudiation/Moratorium with respect to an Obligation of the relevant Reference Entity or (B) an event that constitutes a Potential Repudiation/Moratorium has occurred with respect to an Obligation of the relevant Reference Entity but that such event occurred after the Credit Observation End Date (determined by reference to Greenwich Mean Time (or, if the relevant Standard is Japan or Japan Sovereign, Tokyo time)). Notwithstanding the previous sentence, where the Repudiation/Moratorium Extension Condition is satisfied on any date and the relevant Reference Entity is, as a result, treated as being subject to an Uncured Default under the terms of the Notes and the Swap Agreement and this leads to a reduction in payments due on a particular date, any subsequent announcement of ISDA that would cause the Repudiation/Moratorium Extension Condition to be deemed not satisfied shall not invalidate the determination of there being an Uncured Default in respect of such Specified Payment Date and such reduction.

- (e) **Repudiation/Moratorium Extension Notice.** “**Repudiation/Moratorium Extension Notice**” means an irrevocable notice (which may be in writing (including by facsimile and/or e-mail) and/or by telephone) from the Calculation Agent to the Company that describes a Potential Repudiation/Moratorium that occurred on or prior to the Credit Observation End Date (determined by reference to Greenwich Mean Time (or, if the relevant Standard is Japan or Japan Sovereign, Tokyo time)). The Calculation Agent shall only deliver a Repudiation/Moratorium Extension Notice where it determines that Publicly Available Information exists confirming the existence or occurrence of the relevant Potential Repudiation/Moratorium. A Repudiation/Moratorium Extension Notice shall be subject to the requirements regarding notices set forth in Section 1.10. The Calculation Agent may deliver multiple Repudiation/Moratorium Extension Notices in respect of a Reference Entity. In particular, the Calculation Agent may deliver a Repudiation/Moratorium Extension Notice such that there is an Uncured Default in respect of one or more Specified Payment Dates.

Section 4.7. Restructuring.

- (a) “**Restructuring**” means that, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, any one or more of the following events occurs in a form that binds all holders of such Obligation, is agreed between the Reference Entity or a Governmental Authority and a sufficient number of holders of such Obligation to bind all holders of the Obligation or is announced (or otherwise decreed) by a Reference Entity or a Governmental Authority in a form that binds all holders of such Obligation, and such event is not expressly provided for under the terms of such Obligation in effect as of the later of (i) the Credit Event Backstop Date with respect to the relevant Reference Entity and (ii) the date as of which such Obligation is issued or incurred:
- (i) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals;
 - (ii) a reduction in the amount of principal or premium payable at maturity or at scheduled redemption dates;
 - (iii) a postponement or other deferral of a date or dates for either (A) the payment or accrual of interest or (B) the payment of principal or premium;
 - (iv) a change in the ranking in priority of payment of any Obligation, causing the Subordination of such Obligation to any other Obligation; or
 - (v) any change in the currency or composition of any payment of interest or principal to any currency which is not a Permitted Currency, where “**Permitted Currency**” means (i) the legal tender of any Group of 7 country (or any country that becomes a member of the Group of 7 if such Group of 7 expands its membership) or (ii) the legal tender of any country which, as of the date of such change, is a member of the Organisation for Economic Cooperation and Development and has a local currency long-term debt rating of either AAA or higher assigned to it by Standard & Poor’s, a division of The McGraw-Hill Companies, Inc. or any successor to the rating business thereof, Aaa or higher assigned to it by Moody’s Investors Service or any successor to the rating business thereof or AAA or higher assigned to it by Fitch Ratings or any successor to the rating business thereof,

provided that with respect to an Insured Instrument that is in the form of a pass-through certificate or similar funded beneficial interest or a Qualifying Policy with respect thereto, Section 4.7(a)(i) to (v) is hereby amended to read as follows:

- (i) a reduction in the rate or amount of the Instrument Payments described in Clause (A)(x) of the definition thereof that are guaranteed or insured by the Qualifying Policy;
 - (ii) a reduction in the amount of the Instrument Payments described in Clause (A)(y) of the definition thereof that are guaranteed or insured by the Qualifying Policy;
 - (iii) a postponement or other deferral of a date or dates for either (A) the payment or accrual of the Instrument Payments described in Clause (A)(x) of the definition thereof or (B) the payment of the Instrument Payments described in Clause (A)(y) of the definition thereof, in each case that are guaranteed or insured by the Qualifying Policy;
 - (iv) a change in the ranking in priority of payment of (A) any Obligation under a Qualifying Policy in respect of Instrument Payments, causing the Subordination of such Obligation to any other Obligation or (B) any Instrument Payments, causing the Subordination of such Insured Instrument to any other instrument in the form of a pass-through certificate or similar funded beneficial interest issued by the Insured Obligor, it being understood that, for this purpose, Subordination will be deemed to include any such change that results in a lower ranking under a priority of payments provision applicable to the relevant Instrument Payments; or
 - (v) any change in the currency or composition of any payment of Instrument Payments that are guaranteed or insured by the Qualifying Policy to any currency which is not a Permitted Currency.
- (b) Notwithstanding the provisions of Section 4.7(a), none of the following shall constitute a Restructuring:
- (i) the payment in euros of interest or principal in relation to an Obligation denominated in a currency of a Member State of the European Union that adopts or has adopted the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union;
 - (ii) the occurrence of, agreement to or announcement of any of the events described in Section 4.7(a)(i) to (v) due to an administrative adjustment, accounting adjustment or tax adjustment or other technical adjustment occurring in the ordinary course of business; and
 - (iii) the occurrence of, agreement to or announcement of any of the events described in Section 4.7(a)(i) to (v) in circumstances where such event does not directly or indirectly result from a deterioration in the creditworthiness or financial condition of the Reference Entity or, in the case of a Qualifying Policy and an Insured Instrument, where (A) the Qualifying Policy continues to guarantee or insure, as applicable, that the same Instrument Payments will be made on the same dates on which the Qualifying Policy guaranteed or insured that such Instrument Payments would be made prior to such event and (B) such event is not a change in the ranking in the priority of payment of the Qualifying Policy.
- (c) For the purposes of Sections 4.7(a), 4.7(b) and 4.9, the term Obligation shall be deemed to include Underlying Obligations for which the Reference Entity is acting as provider of (i) in the case of a Reference Entity in respect of which "All Guarantees" is not stated to be applicable in the relevant Standard, a Qualifying Affiliate Guarantee and (ii) in the case of a Reference Entity in respect of which "All Guarantees" is stated to be applicable in the relevant Standard, a Qualifying Guarantee. In the case of a Qualifying Guarantee and an Underlying Obligation, references to the Reference Entity in Section 4.7(a) shall be deemed to refer to the Underlying Obligor and the reference to the Reference Entity in Section 4.7(b) shall continue to refer to the Reference Entity.
- (d) In the case of a Reference Entity that is a monoline insurance company issuing financial guaranty insurance policies or similar financial guarantees or in respect of which any supplement or provisions relating to monoline insurance companies are specified as being applicable in the relevant Standard, for the purposes of Sections 4.7(a), 4.7(b) and 4.9, the term Obligation shall be deemed to include Insured Instruments for which the Reference Entity is acting as provider of a Qualifying Policy. In the case of a Qualifying Policy and an Insured Instrument,

references to the Reference Entity in Section 4.7(a) shall be deemed to refer to the Insured Obligor and the reference to the Reference Entity in Section 4.7(b) shall continue to refer to the Reference Entity.

The determination under (b), (c) and (d) of “Restructuring” above shall be made by the Calculation Agent in its sole discretion.

Section 4.8. Certain Definitions Relating to Credit Events.

- (a) **“Default Requirement”** means the amount specified as being applicable to the Reference Entity in the relevant Standard applicable to such Reference Entity or, if no such amount is specified, U.S.\$10,000,000 or its equivalent in the relevant Obligation Currency, in either case as of the occurrence of the Credit Event.
- (b) **“Governmental Authority”** means any de facto or de jure government (or any agency, instrumentality, ministry or department thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of a Reference Entity or of the jurisdiction of organisation of a Reference Entity.
- (c) **“Obligation Currency”** means the currency or currencies in which an Obligation is denominated.
- (d) **“Payment Requirement”** means the amount specified as being applicable to the Reference Entity in the relevant Standard applicable to such Reference Entity or, if no such amount is specified, U.S.\$1,000,000 or its equivalent in the relevant Obligation Currency, in either case as of the occurrence of the relevant Failure to Pay or Potential Failure to Pay, as applicable.

Section 4.9. Limitation on Obligations in Connection with Section 4.7. If “Multiple Holder Obligation” is stated to be applicable in the relevant Standard to any Reference Entity and an Obligation, the occurrence of, agreement to, or announcement of, any of the events described in Section 4.7(a)(i) to (v) in respect of such Obligation shall not be a Restructuring in relation to such Reference Entity unless such Obligation in respect of any such events is a Multiple Holder Obligation.

“Multiple Holder Obligation” means an Obligation that (i) at the time of the event which constitutes a Restructuring, is held by more than three holders that are not Affiliates of each other and (ii) with respect to which a percentage of holders (determined pursuant to the terms of the Obligation as in effect on the date of such event) at least equal to sixty-six-and-two-thirds is required to consent to the event which constitutes a Restructuring, provided that any Obligation that is a Bond shall be deemed to satisfy the requirement in clause (ii) of this definition.

ARTICLE V

FIXED AMOUNTS

N/A

ARTICLE VI

GENERAL TERMS RELATING TO SETTLEMENT

Section 6.1. Settlement Method. **“Settlement Method”** means the Settlement Method specified in the Notes or, as the case may be, the Swap Agreement, or if no Settlement Method is specified in the Notes or, as the case may be, the Swap Agreement, Auction Settlement.

Section 6.2. Settlement Date.

N/A

Section 6.3. Settlement Currency.

N/A

Section 6.4. Fallback Settlement Method. “Fallback Settlement Method” means, if “Auction Settlement” is specified as the Settlement Method in the Notes or, as the case may be, the Swap Agreement pursuant to Section 6.1, Cash Settlement.

Section 6.5. Settlement Suspension. If, following the determination of an Event Determination Date in accordance with Section 1.8(a)(i) but prior to a Valuation Date, ISDA publicly announces that the conditions to convening a Credit Derivatives Determinations Committee to Resolve the matters described in Sections 1.24(a) and (b) are satisfied in accordance with the Rules, the timing requirements of Sections 7.4 and 7.8, as applicable, or any other Section of these Credit Provisions that pertains to valuation and settlement, shall toll and remain suspended until such time as ISDA subsequently publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved (a) the matters described in Sections 1.24(a) and (b) or (b) not to determine such matters. During such suspension period, the Calculation Agent is not obliged to, nor is it entitled to, take any action in connection with the settlement of any Defaulted Credit. Once ISDA has publicly announced that the relevant Credit Derivatives Determinations Committee has Resolved (i) the matters described in Sections 1.24(a) and (b) or (ii) not to determine such matters, the relevant timing requirements of Sections 7.4 and 7.8, as applicable, or any other Section of these Credit Provisions that pertains to valuation and settlement that have previously tolled or been suspended shall resume on the Payment Business Day (in the case of the Notes) or the Morgan Business Day (in the case of the Swap Agreement) following such public announcement by ISDA with the Calculation Agent having the benefit of the full day notwithstanding when the tolling or suspension began in accordance with this Section 6.5.

ARTICLE VII

TERMS RELATING TO CASH SETTLEMENT

Section 7.1. Cash Settlement.

N/A

Section 7.2. Cash Settlement Date.

N/A

Section 7.3. Cash Settlement Amount.

N/A

Section 7.4. Final Price.

- (a) Subject to Sections 7.4(b) and 7.4(c), if “Cash Settlement” is specified as the Settlement Method in the Notes or, as the case may be, the Swap Agreement or in accordance with Section 12.1 the Fallback Settlement Method is applicable, “Final Price” shall mean, in respect of a Reference Entity, the percentage equal to the Market Value determined based on bid quotations obtained from Dealers with respect to the relevant Valuation Date relating to such Reference Entity in the manner provided below.

The Calculation Agent shall require each Dealer to provide firm bid quotations (exclusive of unpaid interest and expressed as a percentage of the unpaid principal) for a purchase of an amount of the Reference Obligation of the relevant Defaulted Credit with an outstanding principal amount or Due and Payable Amount equal to the Quotation Amount (a “Full Quotation”) as of the Valuation Time on such Valuation Date. If at least two such Full Quotations are not available on the same Valuation Business Day within three Valuation Business Days of the relevant Valuation Date, then on the next Valuation Business Day (and, if necessary, on each Valuation Business Day thereafter until the fifteenth Valuation Business Day following the relevant Valuation Date), the Calculation Agent shall attempt to obtain such Full Quotations from at least five Dealers and, if at least two such Full Quotations are not available, a Weighted Average Quotation. If the Calculation Agent is able to obtain two or more Full Quotations or a Weighted Average Quotation on the same Valuation Business Day on or prior to the fifteenth Valuation

Business Day following the relevant Valuation Date, the Calculation Agent shall use such Full Quotations or Weighted Average Quotation to determine the Final Price.

If the Calculation Agent is unable to obtain two or more Full Quotations or a Weighted Average Quotation on the same Valuation Business Day on or prior to the fifteenth Valuation Business Day following the relevant Valuation Date, the Final Price shall be based on any Full Quotation obtained from a Dealer at the Valuation Time on such fifteenth Valuation Business Day or, if no Full Quotation is obtained, a Weighted Average Quotation calculated on the basis of the aggregate portion of the Quotation Amount for which firm bid quotations were obtained on such fifteenth Valuation Business Day and a quotation deemed to be zero for the balance of the Quotation Amount for which firm bid quotations were not obtained on such day.

For purposes of the above:

“Market Value” means, with respect to a Reference Obligation on a Valuation Date, (a) if more than three Full Quotations are obtained, the arithmetic mean of such Full Quotations, disregarding the Full Quotations having the highest and lowest values (and, if more than one such Full Quotation has the same highest value or lowest value, then one of such highest or lowest Full Quotations shall be disregarded), (b) if exactly three Full Quotations are obtained, the Full Quotation remaining after disregarding the highest and lowest Full Quotations (and, if more than one such Full Quotation has the same highest value or lowest value, then one of such highest or lowest Full Quotations shall be disregarded), (c) if exactly two Full Quotations are obtained, the arithmetic mean of such Full Quotations, (d) if fewer than two Full Quotations are obtained and a Weighted Average Quotation is obtained, such Weighted Average Quotation, (e) if fewer than two Full Quotations are obtained and no Weighted Average Quotation is obtained, subject to the provisions of “Final Price” above, an amount as determined by the Calculation Agent.

- (b) In the event that the outstanding principal amount of the Reference Obligation accretes with time, the Final Price of the Reference Obligation shall be the price of that Reference Obligation determined as provided in the Swap Agreement or, as the case may be, the Final Terms and expressed as a percentage of the outstanding principal balance of that obligation as at the Valuation Date. For purposes of the foregoing, the outstanding principal balance of that Reference Obligation shall be determined by the Calculation Agent in a commercially reasonable manner.

In the event that the Reference Obligation selected by the Calculation Agent has been converted, exchanged or otherwise transformed into any other type of property, including equity, then that property shall be deemed to constitute the Reference Obligation. The Calculation Agent shall determine the Final Price of that property in accordance with these provisions, modified by the Calculation Agent only to the extent necessary to make them compatible with the type and amount of property being so valued. Any such Final Price shall be deemed to be the Final Price of the Reference Obligation for the purposes of the Notes or, as the case may be, the Swap Agreement.

The Calculation Agent shall be deemed to have provided sufficient information for the purposes of determining any Final Price with respect to any Reference Obligation (regardless of the form of the same), if it has provided the relevant Dealers with:

- (i) a detailed description of the Reference Obligation; and
 - (ii) in the event that such obligation is in the form of a Bond or Loan, the outstanding principal balance or Due and Payable Amount of the Reference Obligation and, if available, the CUSIP or ISIN number (or, if such identifying number is not available, the rate and tenor of the Reference Obligation).
- (c) If “Auction Settlement” is specified as the Settlement Method in the Notes or, as the case may be, the Swap Agreement, and the Conditions to Settlement are satisfied as of the Auction Final Price Determination Date and in accordance with Section 12.1 the Fallback Settlement Method is not applicable, **“Final Price”** shall mean the Applicable Auction Final Price.

Section 7.5. Valuation Method.

N/A

Section 7.6. Market Value.

N/A

Section 7.7. Quotation.

N/A

Section 7.8. Valuation Date. “**Valuation Date**” means, subject to Section 6.5, in respect of a Defaulted Credit, as selected by the Calculation Agent in its sole discretion, any Valuation Business Day falling in the period from and including the Valuation Event Date to and including the 125th Valuation Business Day following the Valuation Event Date. The Calculation Agent will select as the Valuation Date a day falling on or before the 72nd Valuation Business Day following the Valuation Event Date unless the Calculation Agent determines in good faith that material problems exist in the marketplace in delivering obligations of the relevant Reference Entity under credit default swap contracts, in which case it may select a Valuation Date falling after the 72nd Valuation Business Day, but not later than the 125th Valuation Business Day, following the Valuation Event Date.

“**Valuation Event Date**” means the date on which the Conditions to Settlement have been satisfied (or, if “Cash Settlement” is applicable pursuant to the Fallback Settlement Method in accordance with Section 12.1(a) or (b), the relevant Auction Cancellation Date, if any, or the relevant No Auction Announcement Date, if any, as applicable).

For the avoidance of doubt:

- (i) more than one Credit Event Notice may be delivered from time to time following the occurrence of an Event Determination Date relating only to a Restructuring in respect of a Reference Entity in respect of which either “Restructuring Maturity Limitation and Fully Transferable Obligation Applicable” or “Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable” is specified in the relevant Standard and “Multiple Credit Event Notices” is also specified as applicable in such Standard provided that the sum of the Exercise Amounts in respect of any such Reference Entity does not exceed the Credit Position;
- (ii) the Calculation Agent may select a different Reference Obligation in respect of each Valuation Date; and
- (iii) subject to the other provisions hereof, at any time following the occurrence of a Restructuring in respect of any Reference Entity in respect of which either “Restructuring Maturity Limitation and Fully Transferable Obligation Applicable” or “Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable” is specified in the relevant Standard and “Multiple Credit Event Notices” is also specified as applicable in the relevant Standard, the Calculation Agent may, by delivery to the Company of a Credit Event Notice relating only to a Restructuring, designate such Exercise Amount as it determines in its absolute discretion to be subject to such Credit Event Notice, provided that the Exercise Amount shall be in an amount of at least the Minimum Exercise Amount.

“**Minimum Exercise Amount**” means the amount (if any) specified as such in the Swap Agreement or, as the case may be, the Final Terms.

Section 7.9. Quotation Method.

N/A

Section 7.10. Full Quotation.

N/A

Section 7.11. Weighted Average Quotation. “**Weighted Average Quotation**” means the weighted average of the firm bid quotations obtained from Dealers at the Valuation Time, to the extent reasonably practicable, each for an amount of the Reference Obligation with an outstanding principal amount of as large a size as available but less than the Quotation Amount (but of a size at least equal to the Minimum Quotation Amount or, if quotations of such size are not available as near in size as practicable to the Minimum Quotation Amount) that in the aggregate are approximately equal to the

Quotation Amount and, for the avoidance of doubt, if bids for an aggregate of greater than the Quotation Amount are obtained, the lowest bids shall be disregarded or reduced in weight in calculating the weighted average.

Section 7.12. Quotation Amount. “**Quotation Amount**” means an amount selected by the Calculation Agent in its sole discretion, subject to a minimum of the Minimum Quotation Amount and a maximum of the Maximum Quotation Amount.

Section 7.13. Minimum and Maximum Quotation Amount. “**Minimum Quotation Amount**” means the amount specified as such in the Swap Agreement or, as the case may be, the Final Terms or, if no such amount is specified, U.S.\$1,000,000.

“**Maximum Quotation Amount**” means (i) where the Credit Position is not specified to be a percentage, the Credit Position of the relevant Reference Entity, save that in the case of a Reference Entity in respect of which an Event Determination Date relating only to a Restructuring has occurred and in respect of which either “Restructuring Maturity Limitation and Fully Transferable Obligation Applicable” or “Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable” is specified in the relevant Standard and “Multiple Credit Event Notices” is also specified as being applicable in such Standard, the Maximum Quotation Amount shall be equal to the relevant Exercise Amount and (ii) where the Credit Position is specified to be a percentage, the amount specified in the Swap Agreement or, if no such amount is specified in the Swap Agreement, U.S.\$100,000,000, save that in the case of a Reference Entity in respect of which an Event Determination Date relating only to a Restructuring has occurred and in respect of which either “Restructuring Maturity Limitation and Fully Transferable Obligation Applicable” or “Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable” is specified in the relevant Standard and “Multiple Credit Event Notices” is also specified as applicable in such Standard, the Maximum Quotation Amount shall be equal to the amount determined in accordance with the foregoing multiplied by the quotient of the relevant Exercise Amount (as numerator) and the Credit Position (as denominator).

Section 7.14. Valuation Time. “**Valuation Time**” means, as selected by the Calculation Agent in its sole discretion, any time at or after 11.00 a.m. London time.

Section 7.15. Dealer. “**Dealers**” means, as selected by the Calculation Agent in its sole discretion, at least five dealers which are either (i) dealers in obligations of the type of obligations for which quotations are to be obtained (which may include any such dealer which is an Affiliate of the Calculation Agent) or (ii) named in the Swap Agreement or, as the case may be, the Final Terms (including the respective successors of such named dealers).

Section 7.16. Representative Amount.

N/A

ARTICLE VIII

TERMS RELATING TO PHYSICAL SETTLEMENT

Section 8.1. Physical Settlement.

N/A

Section 8.2. Deliver.

N/A

Section 8.3. Delivery Date.

N/A

Section 8.4. Physical Settlement Date.

N/A

Section 8.5. Physical Settlement Amount.

N/A

Section 8.6. Physical Settlement Period.

N/A

Section 8.7. Provisions Applicable to Convertible, Exchangeable and Accreting Obligations.

- (a) (i) With respect to any Accreting Obligation, “outstanding principal balance” means the Accreted Amount thereof.
- (ii) With respect to any Exchangeable Obligation that is not an Accreting Obligation, “outstanding principal balance” shall exclude any amount that may be payable under the terms of such obligation in respect of the value of the Equity Securities for which such obligation is exchangeable.
- (b) (i) “**Accreted Amount**” means, with respect to an Accreting Obligation, an amount equal to (A) the sum of (1) the original issue price of such obligation and (2) the portion of the amount payable at maturity that has accreted in accordance with the terms of the obligation (or as otherwise described below), less (B) any cash payments made by the obligor thereunder that, under the terms of such obligation, reduce the amount payable at maturity (unless such cash payments have been accounted for in clause (A)(2) above), in each case calculated as of the earlier of (x) the date on which any event occurs that has the effect of fixing the amount of a claim in respect of principal and (y) the relevant Relevant Date. Such Accreted Amount shall not include any accrued and unpaid periodic cash interest payments (as determined by the Calculation Agent). If an Accreting Obligation is expressed to accrete pursuant to a straight-line method or if such Obligation’s yield to maturity is not specified in, nor implied from, the terms of such Obligation, then, for purposes of clause (A)(2) above, the Accreted Amount shall be calculated using a rate equal to the yield to maturity of such Obligation. Such yield shall be determined on a semi-annual bond equivalent basis using the original issue price of such obligation and the amount payable at the scheduled maturity of such obligation, and shall be determined as of the earlier of (x) the date on which any event occurs that has the effect of fixing the amount of a claim in respect of principal and (y) the relevant Relevant Date. The Accreted Amount shall exclude, in the case of an Exchangeable Obligation, any amount that may be payable under the terms of such obligation in respect of the value of the Equity Securities for which such obligation is exchangeable.
- (ii) “**Accreting Obligation**” means any obligation (including, without limitation, a Convertible Obligation or an Exchangeable Obligation), the terms of which expressly provide for an amount payable upon acceleration equal to the original issue price (whether or not equal to the face amount thereof) plus an additional amount or amounts (on account of original issue discount or other accruals of interest or principal not payable on a periodic basis) that will or may accrete, whether or not (A) payment of such additional amounts is subject to a contingency or determined by reference to a formula or index, or (B) periodic cash interest is also payable.
- (iii) “**Convertible Obligation**” means any obligation that is convertible, in whole or in part, into Equity Securities solely at the option of holders of such obligation or a trustee or similar agent acting for the benefit only of holders of such obligation (or the cash equivalent thereof, whether the cash settlement option is that of the issuer or of (or for the benefit of) the holders of such obligation).
- (iv) “**Equity Securities**” means:
- (A) in the case of a Convertible Obligation, equity securities (including options and warrants) of the issuer of such obligation or depositary receipts representing those equity securities of the issuer of such obligation together with any other property distributed to or made available to holders of those equity securities from time to time; and
- (B) in the case of an Exchangeable Obligation, equity securities (including options and warrants) of a person other than the issuer of such obligation or depositary receipts representing those equity securities of a

person other than the issuer of such obligation together with any other property distributed to or made available to holders of those equity securities from time to time.

- (v) **“Exchangeable Obligation”** means any obligation that is exchangeable, in whole or in part, for Equity Securities solely at the option of holders of such obligation or a trustee or similar agent acting for the benefit only of holders of such obligation (or the cash equivalent thereof, whether the cash settlement option is that of the issuer or of (or for the benefit of) the holders of such obligation).

Section 8.8. Due and Payable Amount. **“Due and Payable Amount”** means the amount that is due and payable under (and in accordance with the terms of) a Reference Obligation as of the relevant Relevant Date, whether by reason of acceleration, maturity, termination or otherwise (excluding sums in respect of default interest, indemnities, tax gross-ups and other similar amounts).

Section 8.9. Currency Amount.

N/A

Section 8.10. Currency Rate.

N/A

Section 8.11. Escrow.

N/A

Section 8.12. Revised Currency Rate.

N/A

Section 8.13. Next Currency Fixing Time.

N/A

Section 8.14. Currency Rate Source.

N/A

ARTICLE IX

ADDITIONAL REPRESENTATIONS AND AGREEMENTS OF THE PARTIES

N/A

ARTICLE X

NOVATION PROVISIONS

N/A

ARTICLE XI

CREDIT DERIVATIVES PHYSICAL SETTLEMENT MATRIX

N/A

ARTICLE XII

TERMS RELATING TO AUCTION SETTLEMENT

Section 12.1. Auction Settlement.

If, with respect to a Reference Entity and a Credit Event, (a) an Auction Cancellation Date occurs, (b) a No Auction Announcement Date occurs (and, in circumstances where such No Auction Announcement Date occurs pursuant to Section 12.12(b), the Calculation Agent has not exercised the Movement Option), (c) ISDA publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved, following a Credit Event Resolution Request Date, not to determine the matters described in Section 1.24(a) and (b), (d) an Event Determination Date was determined pursuant to Section 1.8(a)(i) and no Credit Event Resolution Request Date has occurred on or prior to the date falling three Payment Business Days (in the case of the Notes) or three Morgan Business Days (in the case of the Swap Agreement) after such Event Determination Date or (e) the Calculation Agent determines that each relevant Auction is not an Applicable Auction, the Fallback Settlement Method shall be applicable.

Section 12.2. Auction. “Auction” means, with respect to a Reference Entity and a Credit Event, an auction pursuant to which an Auction Final Price is determined in accordance with the procedure set out in the relevant Credit Derivatives Auction Settlement Terms.

Section 12.3. Auction Settlement Date.

N/A

Section 12.4. Auction Settlement Amount.

N/A

Section 12.5. Auction Final Price. “Auction Final Price” has the meaning given to that term in the Rules.

Section 12.6. Auction Final Price Determination Date. “Auction Final Price Determination Date” has the meaning set forth in the Applicable Credit Derivatives Auction Settlement Terms.

Section 12.7. Parallel Auction Final Price Determination Date.

N/A

Section 12.8. Credit Derivatives Auction Settlement Terms. “Credit Derivatives Auction Settlement Terms” means any Credit Derivatives Auction Settlement Terms published by ISDA, in accordance with the Rules, a form of which will be published by ISDA on its website at www.isda.org (or any successor website thereto) from time to time and may be amended from time to time in accordance with the Rules.

Section 12.9. Transaction Auction Settlement Terms.

N/A

Section 12.10. Parallel Auction Settlement Terms. “Parallel Auction Settlement Terms” means, following the occurrence of a Restructuring with respect to a Reference Entity for which either “Restructuring Maturity Limitation and Fully Transferable Obligation Applicable” or “Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable” is specified as being applicable in the relevant Standard, any Credit Derivatives Auction Settlement Terms published by ISDA with respect to such Restructuring in accordance with the Rules that would be Applicable Transaction Auction Settlement Terms, except that the applicable Permissible Deliverable Obligations are more limited or, as the case may be, less limited than the Permissible Deliverable Obligations that would apply to any Applicable Transaction Auction Settlement Terms.

Section 12.11. Auction Covered Transaction.

N/A

Section 12.12. No Auction Announcement Date. “**No Auction Announcement Date**” means, with respect to a Reference Entity and a Credit Event, the date on which ISDA first publicly announces that (a) no Applicable Transaction Auction Settlement Terms and, if applicable, no Parallel Auction Settlement Terms will be published, (b) following the occurrence of a Restructuring with respect to a Reference Entity for which either “Restructuring Maturity Limitation and Fully Transferable Obligation Applicable” or “Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable” is specified as being applicable in the relevant Standard only, no Applicable Transaction Auction Settlement Terms will be published, but Parallel Auction Settlement Terms will be published or (c) the relevant Credit Derivatives Determinations Committee has Resolved that no Applicable Auction will be held following a prior public announcement by ISDA to the contrary. For the avoidance of doubt, the No Auction Announcement Date shall be the date of the relevant announcement by ISDA and not the date of any related determination by the Calculation Agent that such announcement relates to Applicable Transaction Auction Settlement Terms, Parallel Auction Settlement Terms or an Applicable Auction.

Section 12.13. Auction Cancellation Date. “**Auction Cancellation Date**” means, with respect to an Applicable Auction, the date on which the Calculation Agent determines that such Applicable Auction was deemed to have been cancelled as announced by ISDA (and/or the administrators specified in the Applicable Credit Derivatives Auction Settlement Terms) on its website or as otherwise determined and announced in accordance with the Applicable Credit Derivatives Auction Settlement Terms.

Section 12.14. Parallel Auction Cancellation Date.

N/A

Section 12.15. Parallel Auction.

N/A

Section 12.16. Parallel Auction Settlement Date.

N/A

Section 12.17. Movement Option. “**Movement Option**” means, with respect to a Long Reference Entity for which either “Restructuring Maturity Limitation and Fully Transferable Obligation Applicable” or “Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable” is specified as being applicable in the relevant Standard, and with respect to which a No Auction Announcement Date has occurred pursuant to Section 12.12(b), the option of the Calculation Agent, exercisable by delivery of an effective Notice to Exercise Movement Option to the Company, to apply to such Long Reference Entity the Parallel Auction Settlement Terms, if any, for purposes of which the Permissible Deliverable Obligations are more limited than the Permissible Deliverable Obligations that would have applied to any Applicable Transaction Auction Settlement Terms had such terms been published (provided that if more than one such set of Parallel Auction Settlement Terms is published, the Parallel Auction Settlement Terms specifying the greatest number of such Permissible Deliverable Obligations shall apply).

If the Calculation Agent does not deliver an effective Notice to Exercise Movement Option on or prior to the Movement Option Cut-off Date (including as a consequence of the Movement Option not being exercisable with respect to a Short Reference Entity), such Credit Event will be subject to the Fallback Settlement Method.

Section 12.18. Permissible Deliverable Obligations. “**Permissible Deliverable Obligations**” means, under the relevant Credit Derivatives Auction Settlement Terms, the deliverable obligations identified as “Permissible Deliverable Obligations” for purposes of such Credit Derivatives Auction Settlement Terms.

Section 12.19. Movement Option Cut-off Date. “**Movement Option Cut-off Date**” means the date that is four Relevant City Business Days following the Exercise Cut-off Date.

Section 12.20. Notice to Exercise Movement Option. “**Notice to Exercise Movement Option**” means, with respect to a Long Reference Entity for which (a) either “Restructuring Maturity Limitation and Fully Transferable Obligation Applicable” or “Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable” is

specified as being applicable in the relevant Standard and (b) the Fallback Settlement Method would otherwise be applicable pursuant to Section 12.1(b), an irrevocable notice from the Calculation Agent to the Company (which may be in writing (including by facsimile and/or e-mail) and/or by telephone) that (i) specifies the Parallel Auction Settlement Terms applicable with respect to such Long Reference Entity in accordance with Section 12.17 and (ii) is effective on or prior to the Movement Option Cut-off Date. A Notice to Exercise Movement Option shall be subject to the requirements regarding notices set forth in Section 1.10.

Section 12.21. Deliverable Obligation Terms.

N/A

Section 12.22. Deliverable Obligation Provisions.

N/A

ARTICLE XIII

SUPPLEMENTARY PROVISIONS

Section 13.1. Definitions.

“Applicable Auction” means an Auction which the Calculation Agent determines is relevant to a Credit Event with respect to a Reference Entity and Obligations thereof, for which purpose the Calculation Agent shall take into account (a) the credit event, reference entity, obligations and deliverable obligations to which the Auction relates, (b) the provisions of the Notes or, as the case may be, the Swap Agreement that set forth the criteria for establishing what obligations may constitute Reference Obligation(s) where Cash Settlement applies for purposes of Section 7.4 and (c) any exercise of the Movement Option in accordance with Section 12.17; provided that the Calculation Agent may also take into account any hedging transaction that Morgan has entered or may enter into in connection with the Swap Agreement.

“Applicable Auction Final Price” means, with respect to an Applicable Auction, the price (expressed as a percentage) determined to be the Auction Final Price in accordance with the Applicable Credit Derivatives Auction Settlement Terms. The Calculation Agent shall notify the Company, as soon as practicable after the publication of the Auction Final Price in respect of an Applicable Auction, of the related Applicable Auction Final Price.

“Applicable Credit Derivatives Auction Settlement Terms” means, with respect to an Applicable Auction, the Credit Derivatives Auction Settlement Terms (if any) published in respect of such Applicable Auction, as determined by the Calculation Agent.

“Applicable Request” means a notice to ISDA, delivered in accordance with the Rules, requesting that a Credit Derivatives Determinations Committee be convened to resolve matters relating to whether a Credit Event, Potential Failure to Pay or Potential Repudiation/Moratorium has occurred with respect to a Reference Entity or an Obligation thereof.

“Applicable Resolution” means a DC Resolution in respect of an Applicable Request.

“Applicable Transaction Auction Settlement Terms” means, with respect to a Reference Entity and a Credit Event, the relevant Credit Derivatives Auction Settlement Terms which the Calculation Agent determines constitute Applicable Credit Derivatives Auction Settlement Terms, but disregarding for such purposes any actual or potential exercise of the Movement Option in accordance with Section 12.17. The Calculation Agent shall, as soon as practicable after determining that any Applicable Transaction Auction Settlement Terms have been published, notify the Company of the same.

“Calculation Agent” means, in respect of the Notes, the “Determination Agent” specified in the Conditions (unless no Determination Agent is specified in which case it shall mean the “Calculation Agent” specified in the Conditions), and in respect of the Swap Agreement, the “Calculation Agent” specified in the Swap Agreement.

“Credit Observation End Date” means, in respect of the Notes, the Scheduled Maturity Date, and in respect of the Swap Agreement, the Scheduled Termination Date, or such other date as may be specified in the Final Terms in respect of the Notes or the Confirmation in respect of the Swap Agreement.

“Credit Position” means, as applicable: (i) subject to the other provisions hereof, in respect of each Reference Entity the amount specified as the Credit Position for that Reference Entity in the Swap Agreement or, as the case may be, the Final Terms, provided that if further Notes are issued which form a single Series with the Notes, the Credit Position in respect of each Reference Entity will be increased *pro rata* to the aggregate principal amount of such further Notes and if Notes are repurchased and cancelled, the Credit Position in respect of each Reference Entity will be reduced *pro rata* to the aggregate principal amount of such repurchased and cancelled Notes; or (ii) subject to the other provisions hereof, in respect of each Reference Entity in a Reference Portfolio, the percentage determined as the Credit Position for that Reference Entity in accordance with the Swap Agreement (and which in the case of each of the initial Reference Entities is set out in the Swap Agreement).

“Cut-off Date” means (a) in respect of the Notes and (i) any date which is an Interest Payment Date, the third Payment Business Day preceding such Interest Payment Date and (ii) any other date, the third Payment Business Day preceding such date and (b) in respect of the Swap Agreement and (i) any date which is a Payment Date in respect of a Primary Morgan Floating Amount, a Secondary Morgan Floating Amount, a Primary Morgan Fixed Amount or a Secondary Morgan Fixed Amount, as the case may be, the third Morgan Business Day preceding such date and (ii) any other date, the third Morgan Business Day preceding such date.

“Defaulted Credit” means, on any day, each Reference Entity in respect of which the Conditions to Settlement have been satisfied (save for where the Reference Entity is a Reference Entity in respect of which either “Restructuring Maturity Limitation and Fully Transferable Obligation Applicable” or “Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable” is specified in the relevant Standard and “Multiple Credit Event Notices” is also specified as applicable in such Standard and in respect of which an Event Determination Date relating only to a Restructuring has occurred, in which case that Reference Entity shall, in relation to the Remaining Credit Position, be treated as a non-Defaulted Credit).

“DC No Credit Event Announcement Date” means the date on which ISDA first makes the relevant DC No Credit Event Announcement.

“Deferral Notice” means, with respect to a Reference Entity and any Specified Payment Date, an irrevocable notice from the Calculation Agent (which may be in writing (including by facsimile and/or e-mail) and/or by telephone) to the Company which may only be delivered after the Cut-off Date relating to such Specified Payment Date and on or prior to such Specified Payment Date (in each case determined by reference to Greenwich Mean Time) and which states that in the opinion of the Calculation Agent, acting in good faith:

- (a) a Credit Event has occurred or will occur in respect of such Reference Entity on or prior to the Specified Payment Extension Date relating to such Specified Payment Date and to the relevant Credit Event (in circumstances where no Event Determination Date has occurred with respect to such Credit Event on or prior to the Cut-off Date relating to such Specified Payment Date) (in each case determined by reference to Greenwich Mean Time (or, if the relevant Standard is Japan or Japan Sovereign, Tokyo time)); or
- (b) if Potential Failure to Pay is applicable to such Reference Entity, a Potential Failure to Pay has occurred or will occur in respect of such Reference Entity on or prior to such Specified Payment Date (determined by reference to Greenwich Mean Time (or, if the relevant Standard is Japan or Japan Sovereign, Tokyo time)); or
- (c) if Potential Repudiation/Moratorium is applicable to such Reference Entity, a Potential Repudiation/Moratorium has occurred or will occur on or prior to such Specified Payment Date (determined by reference to Greenwich Mean Time (or, if the relevant Standard is Japan or Japan Sovereign, Tokyo time)); or
- (d) an Applicable Request has been made after the Cut-off Date.

A Deferral Notice is subject to the requirements regarding notices set forth in Section 1.10.

“Final Cut-off Date” means, in respect of the Notes, the Cut-off Date relating to the Scheduled Maturity Date and, in respect of the Swap Agreement, the Cut-off Date relating to the Scheduled Termination Date, or such other date as may be specified in the Final Terms in respect of the Notes or the Confirmation in respect of the Swap Agreement.

“Final Valuation Date” means, in respect of a Defaulted Credit:

- (a) the day on which the Final Price in respect of such Defaulted Credit is determined in respect of an Applicable Event Determination Date, unless sub-paragraph (b) below applies; or
- (b) where the Notes provide that following the occurrence of an Event Determination Date (and satisfaction of any conditions related thereto) there shall be a Liquidation of the Outstanding Charged Assets, the later of:
 - (i) the day on which the Final Price in respect of such Defaulted Credit is determined; and
 - (ii) the day on which the final payment in respect of the Liquidation of the Outstanding Charged Assets is received by the Broker or, as the case may be, the Custodian,

provided that if the Outstanding Charged Assets have not been realised by the last day of the OCA Liquidation Period (and for such purpose “realisation” shall include any Expected Realisation), the Final Valuation Date shall be the last day of the OCA Liquidation Period.

“Expected Realisation” means any contract of sale or arrangement made for redemption, realisation or repayment of any Outstanding Charged Assets entered into on or prior to the last day of the OCA Liquidation Period where payment in respect thereof is not due to be received by the Broker or, as the case may be, the Custodian until after the last day of the OCA Liquidation Period.

In selecting any Valuation Date or in making any other selection hereunder, the Calculation Agent is under no obligation to the Noteholders, the Couponholders or any other person and, provided that it makes the relevant selection in accordance with the terms hereof, the Calculation Agent will not be liable to any person in the event that a lower price is obtained as a result of that selection than would have been obtained if a different selection had been made, or for any other consequence of the relevant selection. In making any selection, the Calculation Agent will not be liable to account to the Noteholders, the Couponholders or any other person for any profit or other benefit to it or any of its Affiliates which may result directly or indirectly from any such selection.

“ISDA” means the International Swaps and Derivatives Association, Inc.

“Latest EDD Trigger Date” means, in respect of a Specified Payment Date, the last day of the Specified Payment Notice Delivery Period, save that:

- (a) if a Credit Event Resolution Request Date occurs on or prior to the last day of the Specified Payment Notice Delivery Period and a DC Credit Event Announcement occurs in respect of the related Applicable Request, then the Latest EDD Trigger Date shall be:
 - (i) the date on which the DC Credit Event Announcement occurs if the relevant Credit Event is not a Restructuring and either (1) if “Auction Settlement” is specified as the Settlement Method in the Notes or, as the case may be, the Swap Agreement, the Trade Date in respect of the relevant Reference Entity occurs on or prior to the Auction Final Price Determination Date, the Auction Cancellation Date or the date that is 21 calendar days following the No Auction Announcement Date, if any, as applicable, or (2) if “Auction Settlement” is not specified as the Settlement Method in the Notes or, as the case may be, the Swap Agreement, the Trade Date in respect of the relevant Reference Entity occurs on or prior to the relevant DC Credit Event Announcement;
 - (ii) the Exercise Cut-off Date if the relevant Credit Event is a Restructuring; or
 - (iii) the later of (1) the last day of the Specified Payment Notice Delivery Period and (2) the fourteenth calendar day following the date on which ISDA publicly announces the occurrence of the relevant DC Credit Event Announcement, if (A) the relevant Credit Event is not a Restructuring, (B) “Auction Settlement” is not specified

as the Settlement Method in the Notes or, as the case may be the Swap Agreement and (C) the Trade Date occurs following the relevant DC Credit Event Announcement;

- (b) if a Credit Event Resolution Request Date occurs on or prior to the last day of the Specified Payment Notice Delivery Period and ISDA publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to determine the matters described in Sections 1.24(a) and (b), then the Latest EDD Trigger Date shall be the later of the last day of the Specified Payment Notice Delivery Period and the fourteenth calendar day following the date on which ISDA publicly announces that it has Resolved not to determine such matters; and
- (c) if a Credit Event Resolution Request Date occurs on or prior to the last day of the Specified Payment Notice Delivery Period and a DC No Credit Event Announcement occurs in respect of the related Applicable Request, then the Latest EDD Trigger Date shall be the relevant DC No Credit Event Announcement Date.

As used in this definition, “DC Credit Event Announcement” shall have the meaning given to it in Section 1.30, save that references to “Notice Delivery Period” shall instead be construed as references to “Specified Payment Notice Delivery Period” and references to “Extension Date” shall instead be construed as references to “Specified Payment Extension Date”.

“**Latest Potential Event Determination Date**” means, in respect of a Specified Payment Date, the last day of the Specified Payment Notice Delivery Period, save that:

- (a) if a Credit Event Resolution Request Date occurs on or prior to the last day of the Specified Payment Notice Delivery Period and a DC Credit Event Announcement occurs in respect of the related Applicable Request, then the Latest Potential Event Determination Date shall be:
 - (i) the Credit Event Resolution Request Date if the relevant Credit Event is not a Restructuring and either (1) if “Auction Settlement” is specified as the Settlement Method in the Notes or, as the case may be, the Swap Agreement, the Trade Date in respect of the relevant Reference Entity occurs on or prior to the Auction Final Price Determination Date, the Auction Cancellation Date or the date that is 21 calendar days following the No Auction Announcement Date, if any, as applicable, or (2) if “Auction Settlement” is not specified as the Settlement Method in the Notes or, as the case may be, the Swap Agreement, the Trade Date in respect of the relevant Reference Entity occurs on or prior to the relevant DC Credit Event Announcement;
 - (ii) the Credit Event Resolution Request Date if the relevant Credit Event is a Restructuring; or
 - (iii) the later of (1) the last day of the Specified Payment Notice Delivery Period and (2) the fourteenth calendar day following the date on which ISDA publicly announces the occurrence of the relevant DC Credit Event Announcement, if (A) the relevant Credit Event is not a Restructuring, (B) “Auction Settlement” is not specified as the Settlement Method in the Notes or, as the case may be the Swap Agreement and (C) the Trade Date occurs following the relevant DC Credit Event Announcement; and
- (b) if a Credit Event Resolution Request Date occurs on or prior to the last day of the Specified Payment Notice Delivery Period and ISDA publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to determine the matters described in Sections 1.24(a) and (b), then the Latest Potential Event Determination Date shall be the later of (i) the last day of the Specified Payment Notice Delivery Period and (ii) the fourteenth calendar day following the date on which ISDA publicly announces that it has Resolved not to determine such matters.

As used in this definition, “DC Credit Event Announcement” shall have the meaning given to it in Section 1.30 save that references to “Notice Delivery Period” shall instead be construed as references to “Specified Payment Notice Delivery Period” and references to “Extension Date” shall instead be construed as references to “Specified Payment Extension Date”.

“**Long Reference Entity**” means any Reference Entity in a Reference Portfolio in respect of which the related Credit Position is positive.

“Rules” means the Credit Derivatives Determinations Committees Rules, as published by ISDA on its website at www.isda.org (or any successor website thereto) from time to time and as amended from time to time in accordance with the terms thereof.

“Short Reference Entity” means any Reference Entity in a Reference Portfolio in respect of which the related Credit Position is negative.

“Specified Payment Date” means: (i) in respect of the Notes, each Interest Payment Date (if any) and the Scheduled Maturity Date and (ii) in respect of the Swap Agreement, any date which is a Morgan Payment Date in respect of a Primary Morgan Floating Amount, a Secondary Morgan Floating Amount, a Primary Morgan Fixed Amount or a Secondary Morgan Fixed Amount, as the case may be, and the Scheduled Termination Date.

“Specified Payment Extension Date” means, in respect of a Specified Payment Date, the latest of (a) the Specified Payment Date, (b) the Grace Period Extension Date if (i) Potential Failure to Pay is applicable to that Reference Entity, (ii) the Credit Event that is the subject of the Credit Event Notice or the notice to ISDA resulting in the occurrence of the Credit Event Resolution Request Date, as applicable, is a Failure to Pay that occurs after the relevant Specified Payment Date (determined by reference to Greenwich Mean Time (or, if the relevant Standard is Japan or Japan Sovereign, Tokyo time)) and (iii) the Potential Failure to Pay with respect to such Failure to Pay occurs on or prior to the relevant Specified Payment Date (determined by reference to Greenwich Mean Time (or, if the relevant Standard is Japan or Japan Sovereign, Tokyo time)) and (c) the Repudiation/Moratorium Evaluation Date if (i) Potential Repudiation/Moratorium is stated to be applicable with respect to that Reference Entity, (ii) the Credit Event that is the subject of the Credit Event Notice or the notice to ISDA resulting in the occurrence of the Credit Event Resolution Request Date, as applicable, is a Repudiation/Moratorium for which the event described in Section 4.6(a)(ii) occurs after the relevant Specified Payment Date (determined by reference to Greenwich Mean Time (or, if the relevant Standard is Japan or Japan Sovereign, Tokyo time)), (iii) the Potential Repudiation/Moratorium with respect to such Repudiation/Moratorium occurs on or prior to the relevant Specified Payment Date (determined by reference to Greenwich Mean Time (or, if the relevant Standard is Japan or Japan Sovereign, Tokyo time)) and (iv) the Repudiation/Moratorium Extension Condition is satisfied (but with references in the definition of “Repudiation/Moratorium Extension Condition” to the Credit Observation End Date being construed as references to the relevant Specified Payment Date).

“Specified Payment Notice Delivery Period” means, in respect of a Specified Payment Date and a Reference Entity, the period from and including the Trade Date to and including the date that is fourteen calendar days after the related Specified Payment Extension Date.

“Standard” means, in relation to a Reference Entity, the trading standard attached to, identified in or incorporated by reference into the Swap Agreement or, as the case may be, the Final Terms, and which is specified as applying and applies to such Reference Entity.

“Uncured Default” means, with respect to a Reference Entity and any day falling on or prior to the Credit Observation End Date:

- (a) in respect of a Reference Entity for which Potential Failure to Pay is applicable, (i) ISDA has publicly announced pursuant to a valid request that was made, in accordance with the Rules, that the relevant Credit Derivatives Determinations Committee has Resolved that an event that constitutes a Potential Failure to Pay has occurred with respect to an Obligation of the relevant Reference Entity on or prior to such day (determined by reference to Greenwich Mean Time (or, if the relevant Standard is Japan or Japan Sovereign, Tokyo time)) or (ii) the Calculation Agent reasonably determines that an event that constitutes a Potential Failure to Pay has occurred on or prior to such day (determined by reference to Greenwich Mean Time (or, if the relevant Standard is Japan or Japan Sovereign, Tokyo time)), provided that such determination is not contrary to any determination of a Credit Derivatives Determinations Committee; or
- (b) in respect of a Reference Entity for which Potential Repudiation/Moratorium is applicable, (a) ISDA has publicly announced pursuant to a valid request that was made, in accordance with the Rules, that the relevant Credit

Derivatives Determinations Committee has Resolved that an event that constitutes a Potential Repudiation/Moratorium has occurred with respect to an Obligation of the relevant Reference Entity on or prior to such day (determined by reference to Greenwich Mean Time (or, if the relevant Standard is Japan or Japan Sovereign, Tokyo time)) or (b) the Calculation Agent has delivered a Repudiation/Moratorium Extension Notice in respect of a Potential Repudiation/Moratorium which occurred on or prior to such day (determined by reference to Greenwich Mean Time (or, if the relevant Standard is Japan or Japan Sovereign, Tokyo time)), provided that such notice is not contrary to any determination of a Credit Derivatives Determinations Committee,

and (i) no Event Determination Date as a result of a related Failure to Pay (in the case of a Potential Failure to Pay) or a related Repudiation/Moratorium (in the case of a Potential Repudiation/Moratorium) has occurred as at the time the relevant determination of whether an Uncured Default exists is being made and (ii) the Calculation Agent reasonably determines that a related Failure to Pay (in the case of a Potential Failure to Pay) or a related Repudiation/Moratorium (in the case of a Potential Repudiation/Moratorium) might occur.

Section 13.2. General.

Unless the context otherwise requires, references herein to the “Company” shall be deemed to be references to, in respect of the Notes, the “Company” specified in the Conditions, and in respect of the Swap Agreement, the “Issuing Counterparty” specified in the Swap Agreement.

The Principal Paying Agent on behalf of the Company shall as soon as practicable give notice to the Noteholders in accordance with Condition 17 of the determination by the Calculation Agent of the existence or occurrence of a Credit Event or the existence or occurrence of a Potential Failure to Pay, a Potential Repudiation/Moratorium or any other event which leads to a reduction in the amount payable in respect of the Notes on any date.

Certain determinations made by the Calculation Agent hereunder relate to the applicability of certain ISDA or ISDA committee determinations, announcements, resolutions or other actions (each an “**ISDA Determination**”) to the Notes or, as the case may be, the Swap Agreement. Unless otherwise expressly stated herein, any dates and timings hereunder that are determined on the basis of the relevant dates and timings of any applicable ISDA Determination shall not be affected by any delay in the determination by the Calculation Agent that such ISDA Determination is applicable to the Notes or, as the case may be, the Swap Agreement, but shall be determined on the basis of the relevant dates and timings of such applicable ISDA Determination without regard to any such delay. Unless the context otherwise requires, any capitalised term that is used and defined herein that is also defined for purposes of an applicable ISDA Determination shall, where used in connection with such ISDA Determination, have the meaning given to such term for purposes of such ISDA Determination but shall also relate to the corresponding term as defined herein.

All calculations and determinations made by the Calculation Agent in relation to the Notes shall (save in the case of manifest error at the time the relevant determination is made) be final and binding on the Company, the Trustee, the agents appointed under the Agency Agreement and the Noteholders and Couponholders.

All calculations and determinations made by the Calculation Agent in relation to the Swap Agreement shall (save in the case of manifest error at the time the relevant determination is made) be final and binding on Morgan and the Company.

In selecting any Reference Obligations hereunder, the Calculation Agent is under no obligation to the Noteholders, the Couponholders or any other person and, provided that the obligation selected meets the criteria in the definition of “Reference Obligation”, is entitled, and indeed will endeavour, to select obligations with the lowest price (in respect of a Long Reference Entity) or the highest price (in respect of a Short Reference Entity) of any obligations which meet such criteria. In making any selection, the Calculation Agent will not be liable to account to the Noteholders, the Couponholders or any other person for any profit or other benefit to it or any of its Affiliates which may result directly or indirectly from any such selection.

The Calculation Agent shall not be liable to any person for any delay in or failure to deliver any notices hereunder (including, without limitation, any Credit Event Notice) or for any differences in the timing of any notices delivered hereunder from that under any other transactions in respect of which the Calculation Agent or its Affiliates perform a similar role or are counterparties thereto. It is explicitly acknowledged (and shall be taken into account in any

determination of whether it has been grossly negligent) that the Calculation Agent will also be performing calculations and other functions with respect to transactions other than the Notes and the Swap Agreement and that it may make the calculations required hereunder and other calculations and other functions required by such other transactions in such order as seems appropriate to it and shall not be liable for the order in which it elects to perform calculations or other functions or for any delay caused by electing to perform calculations and other functions for such other transactions prior to those required hereunder.

The rights and obligations of the parties under the Notes and the Swap Agreement respectively are irrespective of the existence or amount of the parties' credit exposure to a Reference Entity and no party need suffer any loss or provide evidence of any loss as a result of the occurrence of a Credit Event.

When determining the existence or occurrence of any Potential Failure to Pay, Potential Repudiation/Moratorium or any Credit Event, the Calculation Agent shall make such determination based on the occurrence of an event whether or not the occurrence of the relevant event arises directly or indirectly from or is subject to a defence based upon (a) any lack or alleged lack of authority or capacity of the relevant Reference Entity to enter into any Obligation or, as applicable, an Underlying Obligor or Insured Obligor, as the case may be, to enter into any Underlying Obligation or Insured Instrument, as the case may be, (b) any actual or alleged unenforceability, illegality, impossibility or invalidity with respect to any Obligation or, as applicable, any Underlying Obligation or Insured Instrument, as the case may be, however described, (c) any applicable law, order, regulation, decree or notice, however described, or the promulgation of, or any change in, the interpretation by any court, tribunal, regulatory authority or similar administrative or judicial body with competent or apparent jurisdiction of any applicable law, order, regulation, decree or notice, however described, or (d) the imposition of or any change in any exchange controls, capital restrictions or any other similar restrictions imposed by any monetary or other authority.

No person shall have any right to enforce any term or condition of the Notes or the Swap Agreement under the Contracts (Rights of Third Parties) Act 1999.

Schedule 2

Trading Standards Annex

The following terms shall be applicable as follows:

1. "Potential Failure to Pay" shall be applicable with respect to the Reference Entity.
2. "Potential Repudiation/Moratorium" shall be applicable to the Reference Entity if "Repudiation Moratorium" is specified as a Credit Event in the Trading Standard relating to the Reference Entity.

The following amendments shall apply in relation to the Trading Standard in this Trading Standards Annex, unless otherwise indicated:

1. All references to "Deliverable Obligation" shall be deemed to be to "Reference Obligation".
2. References to "Section 3.9 of the 2003 Definitions" shall be read as references to "Multiple Credit Event Notices".
3. The terms in the Trading Standards (if any) specified under the heading "Section 3.3 of the 2003 Definitions" shall not apply.
4. The terms in the Trading Standard specified under the heading "Physical Settlement" shall not apply.
5. All references to "Business Day" shall be deemed to be to either "Payment Business Day" or "Valuation Business Day", as the context so requires, provided that, where the Trading Standard specifies a definition of Business Day, any locations therein not included in the definition of Valuation Business Day shall be added to the definition of Valuation Business Day as additional locations and the definition of Payment Business Day shall not be affected.
6. The terms in the Trading Standard (if any) specified under the headings "Grace Period Extension" and "Amendment for Grace Period Extension" shall not apply.
7. Notwithstanding the definition of "Obligation" in the Credit Provisions Annex, paragraph (a) of such definition shall not include any Obligation specified as an Excluded Obligation in the Trading Standard.
8. Except as the context may otherwise require, references to "Standard" shall be to "Trading Standard" and vice versa.

EMERGING EUROPEAN AND MIDDLE EASTERN SOVEREIGN TRADING STANDARDS ANNEX

Business Days:	TARGET		
Credit Events:	<p>The following Credit Events shall apply with respect to Reference Entities to which Europe and Middle East Emerging Markets Sovereign Trading Standards apply:</p> <p>Failure to Pay</p> <p>Payment Requirement: USD 1,000,000</p> <p>Grace Period Extension: Applicable</p> <p>Obligation Acceleration</p> <p>Repudiation / Moratorium</p> <p>Restructuring</p> <table><tr><td>Multiple Holder Obligation:</td><td>Not Applicable</td></tr></table> <p>Default Requirement: USD 10,000,000</p>	Multiple Holder Obligation:	Not Applicable
Multiple Holder Obligation:	Not Applicable		
Amendments for Grace Period Extension:	<p>The following shall only apply where Grace Period Extension is specified as applicable:</p> <ul style="list-style-type: none">(a) any provision incorporating Grace Period Extension in the 2003 Definitions shall apply to each Reference Entity in respect of which this Trading Standards Annex relates; and(b) the following shall replace the definition of Termination Date in the Confirmation, unless it is expressly stated within the Confirmation that the definition of Termination Date is not subject to the terms of the Trading Standards Annex: <p>“Termination Date:</p> <ul style="list-style-type: none">(1) If no Cash Settlement Dates or Physical Settlement Dates (whichever the case may be) are scheduled to occur after the last day of the Notice Delivery Period, the Termination Date shall be the later of the Scheduled Termination Date, the Grace Period Extension Date and the last Cash Settlement Date or Physical Settlement Date that occurred;(2) If one or more Cash Settlement Date or Physical Settlement Dates (whichever the case may be) are scheduled to occur following the last day of the Notice Delivery Period, the Termination Date shall be the last such Cash Settlement Date or Physical Settlement Date to occur.”		
Obligation(s):	<p>For the purposes of the table below;</p> <p>"Yes" shall mean that the relevant selection is applicable; and "No" shall mean that the relevant selection is not applicable.</p>		

Obligation Categories		Obligation Characteristics	
No	Payment	Yes	Not Subordinated
No	Borrowed Money	No	Specified Currency - Standard Specified Currencies
No	Reference Obligation(s) Only	No	Not Sovereign Lender
Yes	Bond	Yes	Not Domestic Currency
No	Loan	Yes	Not Domestic Law
No	Bond or Loan	No	Listed
		Yes	Not Domestic Issuance

Excluded Obligations: None

All Guarantees: Applicable

Deliverable Obligation(s): For the purposes of the table below;

"Yes" shall mean that the relevant selection is applicable; and
 "No" shall mean that the relevant selection is not applicable

Deliverable Obligation Categories		Deliverable Obligation Characteristics	
No	Payment	Yes	Not Subordinated
No	Borrowed Money	Yes	Specified Currency - Standard Specified Currencies
No	Reference Obligation(s) Only	No	Not Sovereign Lender
Yes	Bond	No	Not Domestic Currency
No	Loan	Yes	Not Domestic Law
No	Bond or Loan	No	Listed
		Yes	Not Contingent
		Yes	Not Domestic Issuance
		No	Assignable Loan
		No	Consent Required Loan
		No	Direct Loan Participation
			Qualifying Participation Seller:
		Yes	Transferable
		No	Maximum Maturity
		No	Accelerated or Matured
		Yes	Not Bearer

Excluded Deliverable Obligations: None

Deliverable Obligations: Exclude Accrued Interest

Section 3.9 of the 2003 Definitions: Applicable

Physical Settlement: Where Physical Settlement is applicable the following terms shall also apply:

Physical Settlement Period: As per Section 8.6 of the 2003 Definitions

Additional Condition to Settlement: Notice of Physical Settlement.

Cap on Settlement Fallback: Not Applicable

Schedule 3

Reference Entity Annex

Reference Entity	Benchmark Obligation	Applicable Trading Standard	Credit Position
The Republic of Croatia	Primary Obligor: Republic of Croatia Guarantor (if any): N/A Maturity: 15 April 2014 Coupon: 5% CUSIP/ISIN: XS0190291582	Emerging European and Middle Eastern Sovereign	EUR 10,000,000

Use of Proceeds

The net proceeds of the Notes will be used by the Company in acquiring the Original Charged Assets specified in the applicable Final Terms.

An initial payment due from the Counterparty under the Swap Agreement will be used in making payment of certain upfront fees and expenses.

Description of the Company

General

The Company was incorporated in Ireland as a private limited company on 22 October 2002, with registration number 362903, under the name Corsair Finance (Ireland) No. 18 Limited, under the Companies Acts 1963 to 2002. The Company resolved to change its name to Rugby Bull Company Limited on 16 February 2005. The Company resolved to change its name to Rubrika Finance Company Limited on 1 November 2006.

The registered office of the Company is at 5 Harbourmaster Place, IFSC, Dublin 1, Ireland. The telephone number of the Company is +353 1 680 6000. The authorised share capital of the Company is EUR 10,000,000, divided into 10,000,000 Ordinary Shares of EUR 1 each ("**Shares**"). The Company has issued three Shares, all of which are fully paid. The issued Shares are held directly or indirectly by three Irish companies limited by guarantee, Raisa Limited, Matsack Trust Limited and Matsack Nominees Limited (each a "**Share Trustee**", and together, the "**Share Trustee**"), on trust for charitable purposes. Each Share Trustee has, *inter alia*, undertaken not to exercise its voting rights to wind up the Company unless and until it has received written confirmation from the Directors of the Company that the Company does not intend to carry on further business.

The Company has been established as a special purpose vehicle. The principal activities of the Company are the issuance of financial instruments, the acquisition of financial assets and the entering into of other legally binding arrangements.

Directors and Company Secretary

The Directors of the Company are as follows:

Carmel Naughton

David McGuinness

The business address of Carmel Naughton and David McGuinness is 5 Harbourmaster Place, IFSC, Dublin 1, Ireland.

The Company Secretary is Deutsche International Corporate Services (Ireland) Limited ("**DICSIL**"). DICSIL is the administrator of the Company. Its duties include the provision of certain administrative, accounting and related services. The appointment of the administrator may be terminated forthwith if the administrator commits any material breach of the corporate service agreement between the Company and the administrator, is unable to pay its debts as they fall due or becomes subject to insolvency or other related proceedings. The administrator may retire upon 90 days' written notice subject to the appointment of an alternative administrator on similar terms to the existing administrator. The business address of the administrator is 5 Harbourmaster Place, IFSC, Dublin 1, Ireland.

Carmel Naughton and David McGuinness are employees of the administrator.

Financial Statements

The Company has published financial statements in respect of the period ending on 31 December 2010 and 31 December 2011, copies of which are available at the Company's registered office. The Company will not prepare interim financial statements.

The auditors of the Company are KPMG of 1 Harbourmaster Place, IFSC, Dublin 1, Ireland, who are chartered accountants and members of the Chartered Accountants Ireland (formally ICAI) and are qualified to practise as auditors in Ireland.

The Swap Agreement

The Swap Agreement

Prospective investors should refer to the section entitled “The Swap Agreement” contained in the Base Prospectus (pages 136–147 inclusive) and incorporated by reference herein.

The Swap Agreement will be documented by a confirmation entered into pursuant to the Master Swap Agreement. The Master Swap Agreement incorporates the terms of the 1992 ISDA Master Agreement (Multicurrency – Cross Border) as published by the International Swaps and Derivatives Association, Inc. (formerly the International Swap Dealers Association, Inc.) (“**ISDA**”) (but amended to reflect the provisions described below). The confirmation incorporates the 2006 ISDA Definitions, and sets out the payment provisions described below. The Swap Agreement, and any non-contractual obligations arising out of or in connection with it, will be governed by the laws of England.

The Swap Agreement sets out certain payments to be made from the Company to the Counterparty and vice versa. Payments by the Company under the Swap Agreement will be funded from sums received by the Company in respect of the Outstanding Charged Assets.

The payments required between the Company and the Counterparty under the Swap Agreement are designed to ensure that following the making of such payments the Company will have such funds, when taken together with remaining amounts available to it from the Outstanding Charged Assets, as are necessary for it to meet its obligations:

- (i) to purchase the Original Charged Assets;
- (ii) to make payments of any Interest Amount, Early Redemption Amount or Redemption Amount due in respect of the related Notes;
- (iii) to make payment of certain fees and expenses to Agents, accountants, auditors or other service providers which fees and expenses are associated with or are attributable to such Notes; and
- (iv) to make payment of any fees payable to any manager, administrator or adviser providing a service or performing a function with respect to the Swap Agreement or the Notes.

In addition to the Termination Events provided in the Master Swap Agreement, the Swap Agreement provides that the Swap Transaction will terminate if an Event Determination Date occurs with respect to the Reference Entity.

For so long as the Notes issued by the Company remain outstanding, physical or electronic copies of the Master Swap Terms and the Confirmation will be available during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted) for inspection by the relevant Noteholders at the registered office of the Company and the specified office of the Principal Paying Agent.

Information relating to the Original Charged Assets

To the extent that the information contained in this section has been reproduced from the underlying documentation relating to the Original Charged Assets, it has been accurately reproduced from such underlying documentation. So far as the Company is aware and is able to ascertain from information published by the obligor of the Original Charged Assets, no facts have been omitted which would render the reproduced information inaccurate or misleading.

The following information and any other information contained herein relating to the Original Charged Assets with respect to the Notes is a summary only of certain terms of the Original Charged Assets. Prospective purchasers of the Notes should make their own independent investigations and enquiries into the Original Charged Assets and the obligor(s) in respect thereof.

The Original Charged Assets with respect to the Notes are comprised, in each case, as more particularly detailed below.

Notes	Original Charged Assets
EUR 10,000,000 principal amount of an issue by Romania of 5.250% Notes due 2016	EUR 10,000,000 principal amount of an issue by Romania of 5.250% Notes due 2016 (ISIN: XS0638742485) and to be purchased on or about the Issue Date

General Information on Original Charged Assets

Issuer of Original Charged Assets:	Romania acting through the Ministry of Public Finance
Registered address:	Romania c/o Ministry of Public Finance 17 Apolodor Street Sector 5 Bucharest Romania
Country of incorporation:	Romania
Description of business/principal activities:	Sovereign
Maturity date:	17 June 2016
Listing:	The Original Charged Assets are admitted to trading on the Regulated Market of Luxembourg Stock Exchange
ISIN:	XS0638742485
Governing law:	English

Information Relating to the Reference Entity

To the extent that the information contained in this section has been reproduced from information published by the Reference Entity, it has been accurately reproduced from such information. So far as the Company is aware and is able to ascertain from information published by the Reference Entity, no facts have been omitted which would render the reproduced information inaccurate or misleading.

Reference Entity:	Republic of Croatia
Registered address:	Ministry of Finance Katanciceva 5 HR- 10000 Zagreb
Country of incorporation:	Croatia
Description of business/principal activities:	Sovereign
Listing:	The Reference Entity has securities admitted to trading on the regulated market of the Luxembourg Stock Exchange

General Information

- (1) Each bearer Note, Receipt, Coupon and Talon will bear the following legend: “Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code”.
- (2) The Notes will be accepted for clearance through the Euroclear and Clearstream, Luxembourg systems. The Common Code and International Securities Identification Number (ISIN), where applicable, for each Series and Class (if any) or Tranche of Notes and an identification number for any other clearing system as shall have accepted the relevant Notes for clearance is as set out in the applicable Final Terms.
- (3) U.S. Bank N.A. has been appointed as the Trustee in respect of the Notes.
- (4) J.P. Morgan Securities Ltd. is an Affiliate of JPMorgan Chase Bank N.A. and J.P. Morgan Securities (C.I) Ltd.
- (5) For so long as the Notes remain outstanding, physical or electronic copies of the following documents will be available during usual business hours on any weekday (being a day other than a Saturday, Sunday or public holiday) for inspection by the relevant Noteholders at the registered office of the Company and the specified office of the Principal Paying Agent and, in the case of Irish Listed Notes, at the registered office of the Paying Agent in Ireland:
 - (i) the Programme Deed and all master terms documents incorporated by reference therein that create the Master Documents relating to such Notes (including any of the Master Trust Terms, the Master Agency Terms, the Master Determination Agency Terms, the Master Custody Terms, the Master Dealer Terms, the Master Mandate Terms, the Master Process Agent Appointment Terms, the Master Procedural Terms, the Master Swap Terms, and/or any Master Administration Services Terms), each Confirmation and each Issue Deed;
 - (ii) any deed or agreement supplemental to any of the documents referred to in (i) above;
 - (iii) the Deed of Incorporation, Memorandum and Articles of Association and/or other constitutive documents of the Company;
 - (iv) a copy of this Prospectus;
 - (v) a copy of the Base Prospectus; and
 - (vi) the financial statements of the Company in respect of the financial year ended 31 December 2010 and the financial year ended 31 December 2011.
- (6) There has been no material adverse change in the financial position or prospects of the Company since the date of the last published audited financial statements.
- (7) There has been no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Company is aware) since its incorporation which may have or has had since its incorporation significant effects on the financial position or profitability of the Company.
- (8) The Counterparty is J.P. Morgan Securities plc which was previously known as J.P. Morgan Securities Ltd. (“JPMSL”). On 6 July 2012, JPMSL re-registered as a public company and changed its name from J.P. Morgan Securities Ltd. to J.P. Morgan Securities plc. The obligations of J.P. Morgan Securities plc under the Swap Agreement are guaranteed by JPMorgan Chase Bank, N.A. JPMorgan Chase Bank, N.A. has securities admitted to trading on the regulated market of the London Stock Exchange.

Annex: Directors Report and Financial Statements for the years ended 31 December 2010 and 31 December 2011

Rubrika Finance Company Limited

Directors' report and audited financial statements

For the year ended 31 December 2010

Registered number 362903

Rubrika Finance Company Limited

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Directors and other information

Directors

Carmel Naughton (Irish)
Tom Dolan (Irish)

Registered office

5 Harbourmaster Place
International Financial Services Centre
Dublin 1
Ireland

Administrator & Company secretary

Deutsche International Corporate Services (Ireland) Limited
5 Harbourmaster Place
International Financial Services Centre
Dublin 1
Ireland

Custodian & Principal paying agent

JPMorgan Chase Bank
Trinity Tower
9 Thomas More Street
London E1W 1YT
United Kingdom

Independent auditor

KPMG
Chartered Accountants and Registered Auditor
1 Harbourmaster Place
International Financial Services Centre
Dublin 1
Ireland

Solicitors

Matheson Ormsby Prentice
70 Sir John Rogersons Quay
Dublin 2
Ireland

Directors' report

The directors present the annual report and audited financial statements of Rubrika Finance Company Limited (the "Company") for the year ended 31 December 2010.

Principal activities

The Company, a special purpose securitisation vehicle established as a "qualifying company" under section 110 of the Taxes Consolidation Act 1997 (as amended) to issue series of Notes and other obligations under its Programme and carrying out its obligations in relation to such Notes and other obligations and any Swap Agreements or other agreements entered into in relation thereto. The Company has established a Programme pursuant to which it may issue, borrow under, buy, sell or enter into obligations in the form of notes (the "Notes"), loans, warrants, swaps or other obligations on the terms and conditions set out in the Information Memorandum. On 15 July 2010, pursuant to the rules of the Cayman stock exchange, the Company was required to update the Information memorandum dated 7 December 2006 in respect of the Programme.

The Company will use the proceeds thereof to acquire collateral. For the series under issue, the net proceeds were either given as a loan to OJSC TNT Broadcasting Network and to International Bank of Azerbaijan or held as Deposits in Abu Dhabi Commercial Bank and First Gulf Bank.

General information regarding the Company is further available in Note 1 of the financial statements.

The Series 2 USD 100,000,000 Fixed to Variable Rate subordinated Loan Participation Notes due 2017 and Series 8 USD 130,000,000 Fixed Rate Loan Participation Notes due 2013 are listed on the main market of the Cayman Island Stock Exchange.

Business review

During the year,

- the Company made a loss before tax of €98,881,817 (2009: €25,814,276).
- the Company issued the following new series of Notes:
 - Series 3 AED 1,100,000,000 Deposit Linked Notes due 2011;
 - Series 4 AED 800,000,000 Deposit Linked Notes due 2011;
 - Series 5 AED 1,500,000,000 Deposit Linked Notes due 2011;
 - Series 6 AED 750,000,000 Deposit Linked Notes due 2012;
 - Series 7 AED 450,000,000 Deposit Linked Notes due 2011;
 - Series 8 USD 130,000,000 Fixed Rate Loan Participation Notes due 2013.
- the following Notes were matured:
 - Series 1 USD 4,300,000 TNT-Broadcasting Network Loan Participation Notes due 2010 was matured;
- the total impairment on series 2 and 8 amounted to €98,883,164;
- the Company made a net gain on loans and receivables of €19,575,854 (2009: €4,266,146) and
- due to the ring-fenced nature of the debt securities issued by the Company, the Company made a corresponding loss of €19,575,853 (2009:€4,266,146).

At 31 December 2010,

- the Company total debt securities issued was €1,107,473,000 (2009: €72,770,110).
- the Company had the following series of Notes in issue:
 - Series 2 USD 100,000,000 Fixed to Variable Rate subordinated Loan Participation Notes due 2017.
 - Series 3 AED 1,100,000,000 Deposit Linked Notes due 2011;
 - Series 4 AED 800,000,000 Deposit Linked Notes due 2011;
 - Series 5 AED 1,500,000,000 Deposit Linked Notes due 2011;
 - Series 6 AED 750,000,000 Deposit Linked Notes due 2012;
 - Series 7 AED 450,000,000 Deposit Linked Notes due 2011;
 - Series 8 USD 130,000,000 Fixed Rate Loan Participation Notes due 2013.

The functional currency of the Company is AED.

The portfolio of holdings is made up of the following:

Series 2: Loan to International Bank of Azerbaijan Due 2017 and
Series 8: Loan to International Bank of Azerbaijan Due 2013.

The portfolio also consist of the Cash collateral in the form of fixed deposit

Future developments

The directors expect the present level of activities to be maintained for the foreseeable future as it is anticipated that while some series will redeem or mature, new issuances will be made by the Company. The Notes in issue by the Company as at 31 December 2010 have maturities ranging from 2011 to 2017. The Company has issued new series of notes during the year as detailed under the Business review above. Series 3, 4, 5 and 7 are due to mature in 2011. The Company has loans and receivables due from the International Bank of Azerbaijan. The accounts of the bank show a going concern uncertainty but no decision has been finalised yet.

Results and dividends for the year and state of affairs at 31 December 2010

The results for the year are set out on Page 8. No dividends are recommended by the directors for the year under review (2009: Nil).

Directors' report (continued)

Principal risk and uncertainties

The Company is subject to various risks. Operational risk is the risk of direct or indirect loss arising from a wide variety of causes associated with the Company's processes, personnel and infrastructure, and from external factors other than credit, markets and liquidity issues such as those arising from legal and regulatory requirements and generally accepted standards to corporate behaviour.

Operational risks arise from all of the Company's operations. The Company was incorporated with the purpose of engaging in those activities outlined in the preceding paragraphs. All management and administration functions are outsourced to Deutsche International Corporate Services (Ireland) Limited. The Board of Directors has overall responsibility for the establishment and oversight of the Company's risk management framework.

Principal risks facing the Company are outlined in Note 19 to the financial statements.

Directors, secretary and their interests

The directors and secretary who held office on 31 December 2010 did not hold any shares in the Company at that date, or during the year. The directors at the date of this report are listed on page 1.

Change in directors, registered office or secretary

There has been no change in director, registered office or secretary during the year.

Subsequent events

Subsequent events have been disclosed under Note 21 to the financial statements.

Corporate Governance Statement

Introduction

The Company is subject to and complies with Cayman Statute comprising the Companies Acts 1963 to 2009 and the Listing rules of the Cayman Stock Exchange. The Company does not apply additional requirements in addition to those required by the above. Each of the service providers engaged by the Company is subject to their own corporate governance requirements.

Financial Reporting Process

The Board of Directors ("the Board") is responsible for establishing and maintaining adequate internal control and risk management systems of the Company in relation to the financial reporting process. Such systems are designed to manage rather than eliminate the risk of failure to achieve the Company's financial reporting objectives and can only provide reasonable and not absolute assurance against material misstatement or loss.

The Board has established processes regarding internal control and risk management systems to ensure its effective oversight of the financial reporting process. These include appointing the Administrator, Deutsche International Corporate Services (Ireland) Limited, to maintain the accounting records of the Company independently of the Arranger and the Custodian. The Administrator is contractually obliged to maintain proper books and records as required by the Corporate Administration agreement. To that end the Administrator performs reconciliations of its records to those of the Arranger and the Custodian. The Administrator is also contractually obliged to prepare for review and approval by the Board the annual report including financial statements intended to give a true and fair view.

The Board evaluates and discusses significant accounting and reporting issues as the need arises. From time to time the Board also examines and evaluates the Administrator's financial accounting and reporting routines and monitors and evaluates the external auditors' performance, qualifications and independence. The Administrator has operating responsibility for internal control in relation to the financial reporting process and the Administrator's report to the Board.

Risk assessment

The Board is responsible for assessing the risk of irregularities whether caused by fraud or error in financial reporting and ensuring the processes are in place for the timely identification of internal and external matters with a potential effect on financial reporting. The Board has also put in place processes to identify changes in accounting rules and recommendations and to ensure that these changes are accurately reflected in the Company's financial statements. More specifically;

- The Administrator has a review procedure in place to ensure errors and omissions in the financial statements are identified and corrected, employed by the Administrator.
- Regular training on accounting rules and recommendations is provided to the accountants.
- Accounting bulletins, issued by DB AG, London, an entity related to Deutsche International Corporate Services (Ireland) Limited, are distributed monthly to all accountants, employed by the Administrator.

Directors' report (continued)

Corporate Governance Statement (continued)

Monitoring

The Board has an annual process to ensure that appropriate measures are taken to consider and address the shortcomings identified and measures recommended by the independent auditors.

Given the contractual obligations on the Administrator, the Board has concluded that there is currently no need for the Company to have a separate internal audit function in order for the board to perform effective monitoring and oversight of the internal control and risk management systems of the Company in relation to the financial reporting process.

Capital structure

No person has a significant direct or indirect holding of securities in the Company. No person has any special rights of control over the company's share capital.

There are no restrictions on voting rights.

With regard to the appointment and replacement of Directors, the Company is governed by its Articles of Association, Irish Statute comprising the Companies Acts, 1963 to 2009 and the Listing Rules of the Cayman Stock Exchange. The Articles of Association themselves may be amended by special resolution of the shareholders.

Powers of Directors

The Board is responsible for managing the business affairs of the Company in accordance with the Articles of Association. The Directors may delegate certain functions to the Administrator and other parties, subject to the supervision and direction by the Directors. The Directors have delegated the day to day administration of the Company to the Administrator.

Transfer of shares

The instrument of transfer of any share shall be executed by or on behalf of the transferor and, in cases where the share is not fully paid, by or on behalf of the transferee. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered on the register in respect thereof. If the directors refuse to register a transfer, they shall, within two months after the date on which the transfer was lodged by the company, send to the transferee notice of the refusal.

Audit committee

The sole business of the company relates to the issuing of asset-backed securities. Under Regulation 91(9)(d) of the European Communities (Statutory Audits) (Directive 2006/43/EC) Regulations 2010 (the "Regulations"), which were published by the Irish Minister for Enterprise, Trade and Innovation on 25 May 2010, such a company may avail itself of an exemption from the requirement to establish an audit committee.

Given the contractual obligations of the administrator and the limited recourse nature of the securities issued by the company, the board of directors has concluded that there is currently no need for the company to have a separate audit committee in order for the board to perform effective monitoring and oversight of the internal control and risk management systems of the company in relation to the financial reporting process. Accordingly, the company has availed itself of the exemption under Regulation 91(19)(d) of the Regulations.

Accounting records

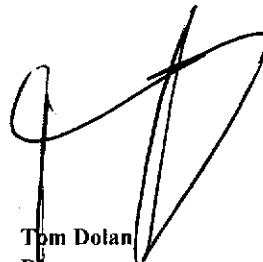
The directors believe that they have complied with the requirements of Section 202 of the Companies Act, 1990 with regard to the books of account by employing accounting personnel with the appropriate expertise and by providing adequate resources to the financial function. The books of account of the Company are maintained at 5 Harbourmaster Place, IFSC, Dublin 1.

Independent auditor

In accordance with Section 160(2) of the Companies Act, 1963, KPMG, Chartered Accountants and Registered Auditor has expressed their willingness to continue in office.

On behalf of the board


Carmel Naughton
Director


Tom Dolan
Director

Date: 3 October 2011

Rubrika Finance Company Limited**Statement of directors' responsibilities**

The directors are responsible for preparing the Directors' Report and financial statements in accordance with applicable law and regulations.

Company law requires the directors to prepare financial statements for each financial year. Under that law the directors have elected to prepare the Company's financial statements in accordance with International Financial Reporting Standards (IFRS) as adopted by the European Union (EU).

The Company's financial statements are required by law and IFRSs as adopted by the EU to present fairly the financial position and performance of the Company. The Companies Acts, 1963 to 2009 provide in relation to such financial statements that references in the relevant parts of those Acts to financial statements giving a true and fair view are references to their achieving a fair presentation.

In preparing the financial statements, the directors are required to:

- select suitable accounting policies and then apply them consistently;
- make judgments and estimates that are reasonable and prudent; and
- state that the financial statements comply with IFRS as adopted by the EU and in accordance with Companies Act 1963 to 2009; and
- prepare the financial statements on the going concern basis unless it is inappropriate to presume that the Company will continue in business.

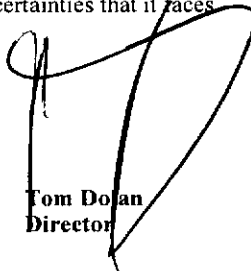
The directors are responsible for keeping proper books of account that disclose with reasonable accuracy at any time the financial position of the Company and enable them to ensure that its financial statements comply with the Companies Acts 1963 to 2009. They are also responsible for taking such steps as are reasonably open to them to safeguard the assets of the Company and to prevent and detect fraud and other irregularities.

The Directors confirm that, to the best of their knowledge and belief:

- they have complied with the above requirements in preparing the financial statements;
- the financial statements, prepared in accordance with IFRS as adopted by the EU, give a true and fair view, of the state of the assets, liabilities, financial position and of its profit/loss of the Company for the year then ended; and
- the Directors' report includes a fair review of the development and performance of the business of the Company, together with a description of the principal risks and uncertainties that it faces

On behalf of the board


Carmel Naughton
Director


Tom Dojan
Director

Date: 3 October 2011

Independent auditor's report to the members of Rubrika Finance Company Limited

We have audited the financial statements of Rubrika Finance Company Limited (the "Company") for the year ended 31 December 2010 which comprises the Statement of comprehensive income, the Statement of financial position, the Statement of changes in equity, the Statement of cash flows and the related notes. These financial statements have been prepared under the accounting policies set out therein.

This report is made solely to the Company's members, as a body, in accordance with section 193 of the Companies Act, 1990. Our audit work has been undertaken so that we might state to the Company's members those matters we are required to state to them in an auditor's report and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the Company and the Company's members, as a body, for our audit work, for this report, or for the opinions we have formed.

Respective responsibilities of directors and independent auditor

The directors' responsibilities for preparing the Directors' Report and the financial statements in accordance with applicable law and the International Financial Reporting Standards as adopted by the EU (IFRS), are set out in the Statement of Directors' Responsibilities on Page 5.

Our responsibility is to audit the financial statements in accordance with relevant legal and regulatory requirements and International Standards on Auditing (UK and Ireland).

We report to you our opinion as to whether the financial statements give a true and fair view and have been properly prepared in accordance with the Companies Acts 1963 to 2009. We also report to you whether, in our opinion:

- proper books of account have been kept by the Company;
- at the reporting date, there exists a financial situation requiring the convening of an extraordinary general meeting of the Company; and
- the information given in the Directors' Report is consistent with the financial statements.

In addition, we state whether we have obtained all the information and explanations necessary for the purposes of our audit, and whether the Company's financial statements are in agreement with the books of account.

We also report to you if, in our opinion, information specified by law regarding directors' remuneration and directors' transactions with the company is not disclosed and, where practicable, include such information in our report.

We read the Directors' Report and consider implications for our report if we become aware of any apparent misstatements within it.

Basis of audit opinion

We conducted our audit in accordance with International Standards on Auditing (UK and Ireland) issued by the Auditing Practices Board. An audit includes examination, on a test basis, of evidence relevant to the amounts and disclosures in the financial statements. It also includes an assessment of the significant estimates and judgments made by the directors in the preparation of the financial statements, and of whether the accounting policies are appropriate to the Company's circumstances, consistently applied and adequately disclosed.

We planned and performed our audit so as to obtain all the information and explanations which we considered necessary in order to provide us with sufficient evidence to give reasonable assurance that the financial statements are free from material misstatement, whether caused by fraud or other irregularity or error. In forming our opinion we also evaluated the overall adequacy of the presentation of information in the financial statements.

**Independent auditor's report to the members of Rubrika Finance Company Limited
(Continued)**

Opinion

In our opinion:

- the financial statements give a true and fair view, in accordance with International Financial Reporting Standards, of the state of the Company's affairs as at 31 December 2010 and of its results for the year then ended;
- the financial statements have been properly prepared in accordance with the Companies Acts 1963 to 2009.

Emphasis of Matter

In forming our opinion, which is not qualified, we have considered the adequacy of disclosures in note 19, Financial Risk Management of the financial statements concerning significant uncertainty over the recovery of loans and receivables due from the Bank of Azerbaijan and the ability to make a reliable estimate of the ultimate amount to be recovered. Significant uncertainty exists in the estimate of the impairment provision against these loans and receivables, due to deteriorating local financial performance of the Bank of Azerbaijan from which the amounts are due.

Other Matters

We have obtained all the information and explanations which we consider necessary for the purposes of our audit. In our opinion, proper books of account have been kept by the Company. The financial statements are in agreement with the books of account. In our opinion the information given in the directors' report on Pages 2 and 4 is consistent with the financial statements. In our opinion the description given in the annual corporate governance statement of the main features of the internal control and risk management systems in relation to the process for preparing the financial statements is consistent with our evaluation and testing of the relevant systems which we considered necessary for the purposes of this audit report.

The net assets of the Company, as stated in the Company's Statement of financial position are more than half of the amount of its called-up share capital and, in our opinion, on that basis there did not exist at 31 December 2010 a financial situation which under Section 40 (1) of the Companies (Amendment) Act, 1983 would require the convening of an extraordinary general meeting of the Company.

KPMG

KPMG
*Chartered Accountants
Registered Auditor
1 Harbourmaster Place
International Financial Services Centre
Ireland*

Date: 3 October 2011

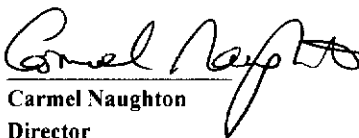
Statement of comprehensive income
For the year ended 31 December 2010

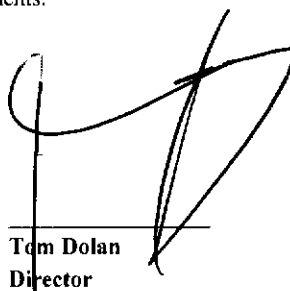
	Note	Year ended 31-Dec-10 €	Year ended 31-Dec-09 €
Net income on loans and receivables	4	19,575,854	4,266,146
Net expense on debt securities issued	5	(19,575,853)	(4,266,146)
Impairment loss on loans and receivables		(98,883,164)	(25,814,276)
Operating results		(98,883,163)	(25,814,276)
Other income	6	126,539	35,403
Other expenses	7	(125,193)	(35,403)
Profit/(loss) before income tax		(98,881,817)	(25,814,276)
Income tax expense	8	(337)	-
Profit /(loss) for the year		(98,882,154)	(25,814,276)
Other comprehensive income		-	-
Total comprehensive loss for the financial year		(98,882,154)	(25,814,276)

All items dealt with in arriving at the total comprehensive income for the year ended 31 December 2010 related to continuing operations.

The notes on pages 12 to 22 form an integral part of these financial statements.

On behalf of the board


Carmel Naughton
Director


Tom Dolan
Director

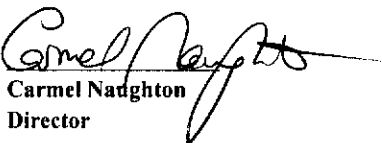
Date: 3 October 2011

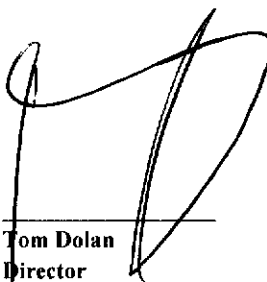
Statement of financial position
As at 31 December 2010

	Note	31-Dec-10 €	31-Dec-09 €
Assets			
Cash and cash equivalents	11	42,561	52,981
Cash collateral	10	935,640,000	-
Loans and receivables	9	47,135,560	46,955,834
Other receivables	12	14,699,066	832,856
Total assets		<u>997,517,187</u>	<u>47,841,671</u>
Liabilities			
Debt securities issued	14	1,107,473,000	72,770,110
Other payables	13	14,740,289	885,509
Total liabilities		<u>1,122,213,289</u>	<u>73,655,619</u>
Equity			
Share capital	15	3	3
Retained earnings		(124,696,105)	(25,813,951)
Total equity		<u>(124,696,102)</u>	<u>(25,813,948)</u>
Total liabilities and equity		<u>997,517,187</u>	<u>47,841,671</u>

The notes on pages 12 to 22 form an integral part of these financial statements.

On behalf of the board


Carmel Naughton
Director


Tom Dolan
Director

Date: 3rd October 2011

Statement of changes in equity
For the year ended 31 December 2010

	Share capital	Retained earnings	Total equity
	€	€	€
Balance as at 1 January 2009	3	325	328
Loss for the year	-	(25,814,276)	(25,814,276)
Other comprehensive income	-	-	-
Total comprehensive income for the year	-	(25,813,951)	(25,813,948)
Balance as at 31 December 2009	3	(25,813,951)	(25,813,948)
Profit for the year	-	(98,882,154)	(98,882,154)
Other comprehensive income	-	-	-
Total comprehensive profit for the year	-	(98,882,154)	(98,882,154)
Balance as at 31 December 2010	3	(124,696,105)	(124,696,102)

The notes on pages 12 to 22 form an integral part of these financial statements.

Statement of cash flows
For the year ended 31 December 2010

	Note	Year ended 31-Dec-10 €	Year ended 31-Dec-09 €
Net cash flow from operating activities			
Loss before income tax		(98,881,817)	(25,814,276)
<i>Adjustments for:</i>			
(Increase)/decrease in other receivables		(13,866,210)	37,995
Increase/(decrease) in other payables		13,854,442	(75,450)
Impairment loss on loans and receivables		98,883,164	25,814,276
Net cash used in operating activities		<u>(10,421)</u>	<u>(37,455)</u>
Cash flows from investing activities			
Additions during the year	9	(93,171,000)	-
Disposal of loans and receivables	9	3,242,200	-
Investment in cash collateral	10	(945,599,933)	-
Net cash from investing activities		<u>(1,035,528,733)</u>	<u>-</u>
Cash flow from financing activities			
Proceeds from issuance of debt securities	14	1,038,771,000	-
Payment on redemption of debt securities	14	(3,242,266)	-
Net cash used in financing activities		<u>1,035,528,734</u>	<u>-</u>
Net decrease in cash and cash equivalents		(10,420)	(37,455)
Cash and cash equivalents at start of the year		52,981	90,436
Cash and cash equivalents at end of the year	11	<u>42,561</u>	<u>52,981</u>

The notes on pages 12 to 22 form an integral part of these financial statements.

Notes to the financial statements

For the year ended 31 December 2010

1 General information

Rubrika Finance Company 'the Company' was incorporated on 22 October 2002 in the Republic of Ireland with registered number 362903. The registered office of the Company is 5 Harbourmaster Place, International Financial Services Centre, Dublin 1 Ireland. The Company, a special purpose securitisation vehicle established as a "qualifying company" under section 110 of the Taxes Consolidation Act 1997 (as amended) to issue series of Notes and other obligations under its Programme and carrying out its obligations in relation to such Notes and other obligations and any Swap Agreements or other agreements entered into in relation thereto. The Company has established a Programme pursuant to which it may issue, borrow under, buy, sell or enter into obligations in the form of notes (the "Notes"), loans, warrants, swaps or other obligations on the terms and conditions set out in the Information Memorandum.

The Company will use the proceeds thereof to acquire collateral. For the series under issue, the net proceeds were either given as a loan to OJSC TNT Broadcasting Network and to International Bank of Azerbaijan or held as Deposits in Abu Dhabi Commercial Bank and First Gulf Bank.

The Company has no direct employees.

The Notes 2 and 8 of the Company are listed on the main market securities of Cayman Island Stock Exchange.

2 Basis of preparation

(a) Statement of compliance

The financial statements have been prepared in accordance with International Financial Reporting Standards and its interpretations as adopted by the EU (IFRS) and in accordance with the Companies Act 1963 to 2009.

The accounting policies set out below have been applied in preparing the financial statements for the year ended 31 December 2010; the comparative information for 2009 presented in these financial statements has been prepared on a consistent basis.

These financial statements have been prepared on a going concern basis

(b) Basis of measurement

The financial statements are prepared on the historical cost basis.

(c) Functional and presentation currency

These financial statements are presented in Euro (€). The Company's functional currency is the United Arab Emirates Dirham (AED) as this is the primary economic environment in which the entity operates. The issued share capital of the Company is denominated in Euro, however the loans and receivables, deposits and debt securities are denominated in AED and USD. The directors of the Company believe that € most faithfully represents the economic effects of the underlying transactions, events and conditions. The Company has changed its functional Currency from € to AED. However, the presentation currency has remained the same. In accordance with IAS 21, the change in functional currency has been accounted for prospectively, however, this did not have any material effect on the Company's financial statements.

(d) Use of estimates and judgements

The preparation of the financial statements in conformity with IFRSs requires management to make judgments, estimates and assumptions that may affect the application of accounting policies and the reported amounts of assets, liabilities, income and expenses. The estimates and associated assumptions are based on historical experience and various other factors that are believed to be reasonable under the circumstances, the results of which form the basis of making the judgements about carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates.

Estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognised in the period in which the estimates are revised and any future periods affected.

Key sources of estimation uncertainty

Information about significant areas of estimation uncertainty and critical judgements in applying accounting policies that have the most significant effect on the amounts recognised in the financial statements are described in Notes 3(c).

(e) New and amended standards effective but not yet adopted

A number of new standards, amendments to standards and interpretations are not yet effective for the year ended 31 December 2010, and have not been applied in preparing these financial statements.

- IFRIC 19 Extinguishing Financial Liabilities with Equity Instruments clarifies the requirements of International Financial Reporting Standards (IFRSs) when an entity renegotiates the terms of a financial liability with its creditor and the creditor agrees to accept the entity's shares or other equity instruments to settle the financial liability fully or partially. This IFRIC is not expected to have a material impact on the Company's financial statements.

- Amendments to IAS 12 Deferred tax recovery of underlying assets which provides a practical approach for measuring deferred tax liabilities and deferred tax assets when it would be difficult and subjective to determine the expected manner of recovery. This amendment is not expected to have a material impact on the Company's financial statements.

Notes to the financial statements (continued)
For the year ended 31 December 2010

3 Significant accounting policies

The accounting policies set out below have been applied consistently to all periods presented in these financial statements.

(a) Foreign currency transaction

The results and financial position of the entity are expressed in € which is the presentation currency of the Company. Transactions in currencies other than € are recorded at an average rate. At each reporting date, monetary items and non-monetary assets and liabilities that are fair valued and are dominated in foreign currencies are retranslated at the rate prevailing on the reporting date. Gains and losses arising on retranslation are included in net profit or loss for the year.

(b) Changes in accounting policies

There were no changes in accounting policies which has a financial impact on the Company's financial statements during the year.

(c) Financial instruments

The major financial instruments held by the Company include the following:

- Loans and receivables
- Cash collateral
- Debt securities issued

Categorisation

The Company has classified the loans held as Loans and Receivables. A financial asset or financial liability at fair value through profit or loss is a financial asset or liability that is classified as held-for-trading or designated as at fair value through profit or loss.

Loans and receivables

Trade receivables, loans, and other receivables that have fixed or determinable payments that are not quoted in an active market are classified as loans and receivables. Loans and receivables are measured at amortised cost using the effective interest method, less any impairment. Interest income is recognised by applying the effective interest rate, except for short-term receivables when the recognition of interest would be immaterial.

Cash collaterals

Cash collaterals are carried at amortised cost in the statement of financial position.

Debt securities issued

The debt securities issued are measured at amortised cost using the effective interest methodology to record interest expense.

All finance costs are charged to the Statement of comprehensive income reported under interest payable and similar charges. The carrying amount of debt is increased by the finance cost in respect of the reporting period and reduced by payments in respect of the debt in that period. Accrued finance costs are included in accruals rather than in the carrying amount of the debt to the extent that the finance costs have accrued in one accounting period and will be paid in cash in the next accounting period.

Recognition and measurement

The Company initially recognises all financial assets and liabilities on the trade date at which the Company becomes a party to the contractual provisions of the instruments. Purchases and sales of financial assets and financial liabilities are recognised using trade date accounting. From trade date, any gains and losses arising from changes in foreign exchange differences of the financial assets or financial liabilities are recorded in the Statement of comprehensive income.

Derecognition

The Company derecognises a financial asset when the contractual rights to the cash flows from the asset expire, or it transfers the rights to receive the contractual cash flows on the financial asset in a transaction in which substantially all the risks and rewards of ownership of the financial asset are transferred. Any interest in transferred financial assets that is created or retained by the Company is recognised as a separate asset or liability. The Company derecognises a financial liability when its contractual obligations are discharged or cancelled or expired.

Offsetting

Financial assets and liabilities are offset and the net amount presented in the Statement of financial position when, and only when, the Company has a legal right to offset the amounts and intends either to settle on a net basis or to realise the asset and settle the liability simultaneously. Income and expenses are presented on a net basis only when permitted by the accounting standards.

Notes to the financial statements (continued)**For the year ended 31 December 2010****3 Significant accounting policies (continued)****(c) Financial instruments (continued)***Identification and measurement of impairment*

At each reporting date the company assesses whether there is objective evidence that financial assets not carried at fair value through profit or loss are impaired. A financial asset or a group of financial assets is (are) impaired when objective evidence demonstrates that a loss event has occurred after the initial recognition of the asset(s), and that the loss event has an impact on the future cash flows of the asset(s) that can be estimated reliably.

Objective evidence that financial assets are impaired can include significant financial difficulty of the borrower or issuer, default or delinquency by a borrower, restructuring of a loan or advance on terms that would not otherwise be considered, indications that a borrower or issuer will enter bankruptcy or other observable data relating to a group of assets such as adverse changes in the payment status of borrowers or issuers, or economic conditions that correlate with defaults.

Impairment losses on assets carried at amortised cost are measured as the difference between the carrying amount of the financial asset and the present value of estimated future cash flows discounted at the asset's original effective interest rate. Impairment losses are recognised in profit or loss. Interest on impaired assets continues to be recognised through the unwinding of the discount. When a subsequent event causes the amount of impairment loss to decrease, the decrease in impairment loss is reversed through profit or loss.

The Company writes off financial assets carried at amortised cost when they are determined to be uncollectable.

(d) Cash and cash equivalents

Cash and cash equivalents includes cash in hand, deposits held at call with banks, other short-term highly liquid investments with original maturities of less than three months, which are subject to insignificant risk of changes in their fair value, and are used by the Company in the management of its short term commitments. There is no restriction on cash.

Cash and cash equivalents are carried at amortised cost in the Statement of financial position.

(e) Net income on loans and receivables

Net income from loans and receivables includes all unrealised foreign exchange differences and interest income.

(f) Net expense on debt securities issued

Net expense on debt securities issued includes all unrealised foreign exchange differences and interest expense.

(g) Other income and expenses

All income and expenses are accounted for on an accruals basis.

(h) Share capital

Share capital is issued in Euro. Dividends are recognised as a liability in the period in which they are approved.

(i) Operating segments

An operating segment is a component of an entity that engages in business activities from which it may earn revenues and incur expenses (including revenues and expenses relating to transactions with other components of the same entity). The Company's business involves the repackaging of bonds and other debt instruments, on behalf of investors, which are bought in the market and subsequently securitised to avail of potential market opportunities and risk return asymmetries. The Company has only one business unit and all administrating and operating functions are carried out and reviewed by the Administrator and Corporate Secretary, Deutsche International Company Services Ireland Limited.

(j) Taxation

Income tax expense comprises current and deferred tax. Income tax expense is recognised in the Statement of comprehensive income except to the extent that it relates to items recognised directly in equity, in which case it is recognised in equity consistent with the accounting for the item to which it is related.

Current tax is the expected tax payable on the taxable income for the year, using tax rates applicable to the Company's activities enacted or substantively enacted at the reporting date, and adjustment to tax payable in respect of previous years.

Deferred tax is provided for temporary differences arising between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for taxation purposes. Deferred tax is not recognised for temporary differences arising on the initial recognition of assets or liabilities in a transaction that is not a business combination and that affects neither accounting nor taxable profit. Deferred tax is measured at the tax rates that are expected to be applied to the temporary differences when they reverse, based on the laws that have been enacted or substantively enacted by the reporting date.

A deferred tax asset is recognised only to the extent that it is probable that future taxable profits will be available against which the asset can be utilised. Deferred tax assets are reviewed at each reporting date and are reduced to the extent that it is no longer probable that the related tax benefit will be realised.

Notes to the financial statements (continued)
For the year ended 31 December 2010

4 Net income on loans and receivables/ cash collateral

	Year ended 31-Dec-10	Year ended 31-Dec-09
	€	€
Coupon income	20,401,697	6,133,116
Foreign exchange movement on loans and receivables	9,134,090	(1,866,970)
Foreign exchange movement on cash collaterals	(9,959,933)	-
	<u>19,575,854</u>	<u>4,266,146</u>

5 Net expense on debt securities issued

	Year ended 31-Dec-10	Year ended 31-Dec-09
	€	€
Coupon expense	(20,401,697)	(6,133,116)
Foreign exchange movement on debt securities	825,844	1,866,970
	<u>(19,575,853)</u>	<u>(4,266,146)</u>

6 Other income

	Year ended 31-Dec-10	Year ended 31-Dec-09
	€	€
Other income	116,832	35,403
Foreign exchange movements on bank balances	9,707	-
	<u>126,539</u>	<u>35,403</u>

7 Other expenses

	Year ended 31-Dec-10	Year ended 31-Dec-09
	€	€
Audit fees	(18,225)	(18,225)
Administration expenses	(11,269)	(11,269)
Professional fees	(95,694)	(5,477)
Foreign exchange movements	-	(432)
Bank charges	(5)	-
	<u>(125,193)</u>	<u>(35,403)</u>

The Company is administered by Deutsche International Corporate Services (Ireland) Limited and has no employees.

S.I 220 requirement for the year ended 31 December 2010 are disclosed in the below table:

Auditors remuneration

- Audit of individual account	18,225	18,225
- Tax advisory services	-	-
- Other assurance services	-	-
- Other non-audit services	-	-
	<u>18,225</u>	<u>18,225</u>

The directors received no remuneration during the year (2009: Nil).

8 Income tax expense

	Year ended 31-Dec-10	Year ended 31-Dec-09
	€	€
Profit/(loss) before taxation	(98,881,817)	(25,814,276)
Current tax at standard rate of 25%	(337)	-
Current tax charge *	<u>(337)</u>	<u>-</u>

The Company is charged to corporation tax at a rate of 25% (2009: 25%). The Company will continue to be actively taxed at 25% in accordance with Section 110 of the Taxes Consolidation Act, 1997.

The current tax charge has been calculated as 25% x the corporate benefit of USD 1,346.

Deferred tax

Any temporary differences arising on the assets will be offset by a corresponding difference in liabilities.

Notes to the financial statements (continued)
For the year ended 31 December 2010

9 Loans and receivables

	31-Dec-10	31-Dec-09
	€	€
<i>Loans and receivables</i>	47,135,560	46,955,834
Maturity analysis of loan and receivables	31-Dec-10	31-Dec-09
	€	€
Within 1 year	-	3,000,110
1 to 2 years	-	-
2 to 5 years	26,641,838	-
Greater than 5 years	20,493,722	43,955,724
	<u>47,135,560</u>	<u>46,955,834</u>

The portfolio of holdings is made up of the following:

Series 2: Loan to International Bank of Azerbaijan Due 2017 and
Series 8: Loan to International Bank of Azerbaijan Due 2013.

Movement in loans and receivables

	31-Dec-10	31-Dec-09
	€	€
At beginning of year	46,955,834	74,637,080
Additions	93,171,000	-
Disposal/maturity	(3,242,200)	-
Impairment loss	(98,883,164)	(25,814,276)
Foreign exchange movement on loans and receivables	9,134,090	(1,866,970)
At end of year	<u>47,135,560</u>	<u>46,955,834</u>

The carrying value of the assets of the Company represents their maximum exposure to the credit risk. The credit risk is eventually transferred to the noteholders.

Refer to Note 19(ii) for credit risk disclosure relating to loans and receivables.

For further information on loans and receivables please refer to Note 19, paragraph two.

10 Cash collateral

	31-Dec-10	31-Dec-09
	€	€
Fixed deposits	935,640,000	-

Movements:

	31-Dec-10	31-Dec-09
	€	€
At start of the year	-	-
Addition during the year	945,599,933	-
Foreign exchange movements	(9,959,933)	-
At end of year	<u>935,640,000</u>	<u>-</u>

Maturity analysis of investment securities

	31-Dec-10	31-Dec-09
	€	€
Within 1 year	783,090,000	-
1 to 2 years	152,550,000	-
2 to 5 years	-	-
Greater than 5 years	-	-
	<u>935,640,000</u>	<u>-</u>

Series 3, 4, 5, 6 and 7 have cash collaterals. 67% of the deposits are held with Abu Dhabi Commercial Bank and 33% of the deposits with First Gulf Bank. The credit ratings have been disclosed under note 19 (ii) to the financial statements.

11 Cash and cash equivalents

	31-Dec-10	31-Dec-09
	€	€
Cash at bank	42,561	52,981
	<u>42,561</u>	<u>52,981</u>

Refer to Note 19(ii) for credit risk disclosure relating to cash and cash equivalents.

The cash and cash equivalent are held with Deutsche Bank AG London, Bank of Ireland and Bank of New York. 97% of the cash and cash equivalent are held with Bank of New York.

Notes to the financial statements (continued)
For the year ended 31 December 2010

12 Other receivables

	31-Dec-10	31-Dec-09
	€	€
Income receivable on loans and receivables	14,581,093	831,713
Unpaid share capital	3	3
Other debtors	117,970	1,140
	<u>14,699,066</u>	<u>832,856</u>

All other receivables are current.

Refer to Note 19(ii) for credit risk disclosure relating to other receivables.

13 Other payables

	31-Dec-10	31-Dec-09
	€	€
Interest payable	14,581,093	831,713
Accrued expenses	154,342	49,343
Deferred income	4,518	4,453
Corporation tax	336	-
	<u>14,740,289</u>	<u>885,509</u>

All other payables are current.

14 Debt securities issued

	31-Dec-10	31-Dec-09
	€	€
<i>Debt securities issued</i>	1,107,473,000	72,770,110
	<u>1,107,473,000</u>	<u>72,770,110</u>

	31-Dec-10	31-Dec-09
	€	€
<i>Movement in debt securities issued</i>		
At beginning of the year	72,770,110	74,637,080
Additions during the year	1,038,771,000	-
Redemptions during the year	(3,242,266)	-
Foreign exchange movements	(825,844)	(1,866,970)
At end of the year	<u>1,107,473,000</u>	<u>72,770,110</u>

Maturity analysis of the debt securities issued

Within 1 year	783,090,000	3,000,110
1 to 2 years	152,550,000	-
2 to 5 years	97,123,000	-
Greater than 5 years	74,710,000	69,770,000
	<u>1,107,473,000</u>	<u>72,770,110</u>

The carrying amount of the debt securities as at 31 December 2010 was €1,107,473,000 (2009: €43,905,783) less than the contractual amount at maturity.

The Company's obligations under the debt securities issued are secured by a combination of loans and receivables and cash collaterals as noted in Note 9 and Note 10.

In the event that the accumulated losses prove not to be recoverable during the life of the debt securities issued, this will reduce the obligation to the holders of the debt securities issued by the Company.

Notes 2 and 8 are listed on the main market of the Cayman Island Stock Exchange.

Notes to the financial statements (continued)
For the year ended 31 December 2010

15 Share capital

	31-Dec-10	31-Dec-09
	€	€
<i>Authorised:</i>		
10,000,000 ordinary shares of €1 each	10,000,000	10,000,000
<i>Issued and fully paid</i>		
3 ordinary shares of €1 each	3	3

As at 31 December 2010, the ordinary share capital of €3 was held by the following non-beneficial nominees:

	31-Dec-10	31-Dec-09
	€	€
Matsack Nominees Limited	1	1
Matsack Trust Limited	1	1
RAISA Limited	1	1
	3	3

16 Ownership of the Company

The issued shares are held on trust by Matsack Nominees Limited, Matsack Trust Limited and RAISA Limited (the "Share Trustees"). The shares are held on trust for charity.

17 Transactions with Administrator and related parties

During the year the Company incurred a fee of €11,269 (2009: €11,269) relating to administration services provided by Deutsche International Corporate Services (Ireland) Limited. Carmel Naughton as director of the Company is an employee of Deutsche International Corporate Services (Ireland) Limited.

The Board of Directors have considered the issue as to who is the controlling party of the Company. It has determined that the control of the day-to-day activities of the Company rests with the Board. The Board is composed of two directors, both of whom employees of Deutsche International Corporate Services (Ireland) Limited, being the entity that acts as the administrator of the Company.

JP Morgan Securities Limited, as Arranger for each Series, on issue of each new series, shall pay the Company USD 300 per Series.

18 Charges

The Loan Notes issued by the Series are secured by way of a charge over the Charged Assets and all rights and sums derived therefrom and by an assignment of a fixed first charge of the Company's rights, title and interest under respective swap agreement for each Series.

19 Financial Risk management

Introduction and overview

The Company, a special purpose securitisation vehicle established as a "qualifying company" under section 110 of the Taxes Consolidation Act 1997 (as amended) to issue series of securities and to use the proceeds thereof to acquire collateral. The Company issued the debt securities detailed under Note 14 on Page 17 of the financial statements. Part of the proceeds were given as a loan to OJSC TNT Broadcasting Network and to International Bank of Azerbaijan and the remaining was held as deposit in the ABU Dhabi Commercial Bank and First Gulf Bank.

The Company has loans and receivables due from International Bank of Azerbaijan. We note that the interim audited consolidated financial statements (the "interim financial statements") of the International Bank of Azerbaijan contain a going concern uncertainty. The interim financial statements disclose that International Bank of Azerbaijan has incurred a loss of AZN 158,601 thousand recorded in the interim financial statements. The Bank of Azerbaijan has increased impairment provisions, which have arisen due to deterioration in the quality of the Bank of Azerbaijan's loan portfolio. In relation to the bank's customers the Bank of Azerbaijan has seen the probability of default increasing as a result of the local current economic conditions. In light of these uncertainties, there is increased uncertainty for the Company's debtors €14,699,066 in respect of its obligations of the Bank of Azerbaijan. Accordingly there remains significant uncertainty over the estimate of the impairment provision of the loans and receivables due to Rubrika Finance Company Limited at the year end. In light of these uncertainties the Directors have made their best estimate of the impairment provision at the year end but recognize that actual losses in the future may differ from this estimate.

Risk management framework

The Board of Directors has overall responsibility for the establishment and oversight of the Company's risk management framework.

The risk profile of the Company is such that market, credit, liquidity and other risks of the loans and receivables and cash collateral held for risk management are borne fully by the holders of debt securities issued.

The Company has exposure to the following risks from its use of financial instruments:

- (i) Market risk;
- (ii) Credit risk;
- (iii) Liquidity risk.

Notes to the financial statements (continued)
For the year ended 31 December 2010

19 Financial risk management

Risk management framework (continued)

Information about the Company's exposure to each of the above risks, the Company's objectives, policies and processes for measuring and managing risk and the Company's management of capital and further quantitative disclosures are included throughout these financial statements.

The Company limits its exposure to credit risk by only investing in liquid securities and only with counterparties that have a credit rating defined in the documentation of the relevant series. The risk of default on these assets is borne by the holders of the debt securities of the relevant series.

The Company has established a Programme pursuant to which it may issue, borrow under, buy, sell or enter into obligations in the form of notes (the "Notes"), loans, warrants or other obligations on the terms and conditions set out in the Information Memorandum. Each Series of Notes would be secured by an assignment by way of security in favour of the Trustee over the Company's rights in respect of the Charged Assets.

(i) Market risk

Market risk is the risk that changes in market factors (foreign exchange rates, interest rates and other price risks) will affect the Company's income, future cash flows or the value of the Company's financial instruments.

The objective of market risk management is to manage and control market risk exposures within acceptable parameters, while optimising the return on risks.

Interest rate risk

Interest rate risk arises when there is a mismatch between the fixed/ variable rates at which interest accrues on the assets and the interest payments under the debt securities issued. The Noteholders are entitled to receive distributions from interest received on the assets to the extent of funds available.

All interest received on the underlying collateral portfolio is passed to note/loan holders, therefore the Company does not bear interest rate risk.

At the reporting date the interest rate profile of the Company's interest bearing financial instruments was as follows:

31 December 2010	Fixed	Floating	Non-interest bearing	Total
	€	€	€	€
Cash and cash equivalents	-	42,561	-	42,561
Cash collateral	935,640,000	-	-	935,640,000
Loans and receivables	47,135,560	-	-	47,135,560
Other receivables	-	-	14,699,066	14,699,066
Debt securities issued	(1,107,473,000)	-	-	(1,107,473,000)
Other payables	-	-	(14,740,289)	(14,740,289)
	(124,697,440)	42,561	(41,223)	(124,696,102)
31 December 2009	Fixed	Floating	Non-interest bearing	Total
	€	€	€	€
Cash and cash equivalents	-	52,981	-	52,981
Cash collateral	-	-	-	-
Loans and receivables	46,955,834	-	-	46,955,834
Other receivables	-	-	832,856	832,856
Debt securities issued	(72,770,110)	-	-	(72,770,110)
Other payables	-	-	(885,509)	(885,509)
	(25,814,276)	52,981	(52,653)	(25,813,948)

Sensitivity analysis

The sensitivity analysis below have been determined based on the Company's exposure to interest rates for interest bearing assets and liabilities (included in the interest rate exposure tables above) at the reporting date and the stipulated change taking place at the beginning of the financial year and held constant throughout the reporting year in the case of instruments that have floating rates.

A change of 100 basis points in interest rates at the reporting date would have increased (decreased) the value of debt securities issued by the amounts shown below. For variable instruments, this analysis assumes that all other variables, in particular foreign currency rates, remain constant. The analysis is performed on the same basis for 2009.

Notes to the financial statements (continued)
For the year ended 31 December 2010

19 Financial risk management (continued)

(i) Market risk (continued)

Interest rate risk (continued)

	Increase €	Decrease €
2010		
Debt securities issued	(1,246,549)	1,246,549
2009		
Debt securities issued	(257,613)	257,613

The Company does not bear any interest rate risk as the interest rate risk associated with the debt securities issued is borne by the Noteholders. Therefore any change in the interest rates would not affect the equity or the profit or loss of the Company.

Price risk

Price risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate because of changes in market prices (other than those arising from interest rate risk or currency risk) whether those changes are caused by factors specific to the individual financial instrument or its issuer, or factors affecting all similar financial instruments traded in the market.

Other price risk may include risks such as equity price risk, commodity price risk, prepayment risk (i.e. the risk that one party to a financial asset will incur a financial loss because the other party repays earlier or later than expected), and residual value risk.

In relation to the Company portfolio, it is not subject to equity price risk, commodity price risk, prepayment risk and residual value risk.

Currency risk

The Company limits its exposure to currency risk by operating bank accounts in other currencies than its functional currency for receipts and payments in other currencies than its functional currencies.

The loan/note holders receive the principal in the currency stated on the loan notes.

The Company's net exposure to currency risk is shown in the following table:

	2010			
	AED €	EURO €	USD €	TOTAL €
Monetary assets				
Cash and cash equivalents	-	47	42,514	42,561
Cash collaterals	935,640,000	-	-	935,640,000
Loans and receivables	-		47,135,560	47,135,560
Other receivables	12,104,250	117,973	2,476,843	14,699,066
	947,744,250	118,020	49,654,917	997,517,187
Monetary liabilities				
Debt securities issued	935,640,000	-	171,833,000	1,107,473,000
Other payables	12,104,250	159,196	2,476,843	14,740,289
	947,744,250	159,196	174,309,843	1,122,213,289
Net exposure	-	(41,176)	(124,654,926)	(124,696,102)
	2009			
	EURO €	USD €	TOTAL €	
Monetary assets				
Cash and cash equivalents	-	52,981	52,981	
Loans and receivables	-	46,955,834	46,955,834	
Other receivables	1,143	831,713	832,856	
	1,143	47,840,528	47,841,671	

Notes to the financial statements (continued)
For the year ended 31 December 2010

19 Financial risk management (continued)

(i) Market risk (continued)

Currency risk (continued)

	EURO €	USD €	AUD €
Monetary liabilities			
Debt securities issued	-	72,770,110	72,770,110
Other payables	53,796	831,713	885,509
	53,796	73,601,823	73,655,619
	EURO €	USD €	TOTAL €
Net exposure	(52,653)	(25,761,295)	(25,813,948)

The following significant exchange rates applied during the year:

	Closing rate	
	2010	2009
USD	0.7471	0.6977
AED	0.2034	-

Sensitivity analysis

The impact of any change in the exchange rates on the loans and receivables and cash collaterals relating to any series is offset by the foreign exchange rate changes on the debt securities issued under the series. Any difference is borne by the loan/note holders and thus the exchange rate changes have no net impact on the equity or the profit or loss of the Company.

(ii) Credit risk

Credit risk is the risk of the financial loss to the Company if counterparty to a financial instrument fails to meet its contractual obligations, and arises principally from the Company's credit linked assets.

The Company's maximum exposure to credit risk in the event that counterparties fail to perform their obligations as at 31 December 2010 in relation to each class of recognised financial assets, other than derivatives, is set out below:

	2010 €	2009 €
Cash and cash equivalents	42,561	52,981
Cash collateral	935,640,000	-
Loans and receivables	47,135,560	46,955,834
Other receivables	14,699,066	832,856
	997,517,187	47,841,671

Cash collaterals are held with Abu Dhabi Commercial Bank and First Gulf Bank which are short term rated A (Standard and Poor's) and F1 by Fitch Ratings respectively.

The Notes issued in each Series are limited recourse to the assets in each particular Series and therefore the Noteholders are exposed to the credit risk of the issuers of the loans and receivables of each Series.

At the reporting date, the credit quality of the Company's financial assets was as follows:

Cash and cash equivalents

The Company's cash and cash equivalents are held mainly with Bank of New York which is short term rated A-1+ by Standard and Poor's (S&P) in 2010 and AA in 2009.

Investment Securities

At the reporting date, the Company's investment securities were concentrated in the following asset types:

	2010 %	2009 %
Loans and receivables	5	100
Cash collateral	95	-
	100	100

The loans and receivables are not rated.

Other receivables

Other receivables mainly include income receivable from loans and receivables held by the Company at the year end.

Notes to the financial statements (continued)
For the year ended 31 December 2010

19 Financial risk management (continued)

(iii) Liquidity risk

Liquidity risk is the risk that the Company will not be able to meet its financial obligations as they fall due. The Company's approach is to ensure, as far as possible that it will always have sufficient liquidity to meet its liabilities when due, under both normal and stressed conditions, without incurring acceptable losses or risking damage to the Company's reputation.

The Company's obligation to the Noteholders is limited to the net proceeds upon realisation of the collateral of the series should the net proceeds be insufficient to make all payments due in respect of a particular series of Notes, the other assets of the Company are not contractually required to be made available to meet payment and the deficit is instead borne by the Noteholders.

The expediency and proceed amounts from realising the collateral of each series is subject to market conditions.

There were no liquidity issues experienced by the Company in respect to meeting obligations to noteholders. The Company did not default on any of its contractual commitments during the year.

The following are the contractual maturities of financial assets and liabilities:

2010	Carrying amount €	Gross contractual cash flow €	Less than one year €	One to two years €	Two to five years €	More than 5 years €
Cash and cash equivalents	42,561	42,561	42,561	-	-	-
Cash collateral	935,640,000	964,701,569	811,850,649	152,850,921	-	-
Loans and receivables	47,135,560	234,962,131	14,531,095	14,531,095	122,644,755	83,255,187
Other receivables	14,699,066	14,699,066	14,699,066	-	-	-
Debt securities	(1,107,473,000)	(1,199,663,700)	(979,232,664)	(14,548,289)	(122,644,755)	(83,237,993)
Other payables	(14,740,289)	(14,740,289)	(14,740,289)	-	-	-
Net amount	(124,696,102)	1,338	(152,849,583)	152,833,727	-	17,194

2009	Carrying amount €	Gross contractual cash flow €	Less than one year €	One to two years €	Two to five years €	More than 5 years €
Cash and cash equivalents	52,981	52,981	52,981	-	-	-
Loans and receivables	46,955,834	74,398,634	3,953,825	3,692,281	11,086,958	55,665,570
Other receivables	832,856	832,856	832,856	-	-	-
Debt securities	(72,770,110)	(113,175,783)	(6,122,224)	(5,860,680)	(17,598,097)	(83,594,782)
Other payables	(885,509)	(885,509)	(885,509)	-	-	-
Net amount	(25,813,948)	(38,776,821)	(2,168,071)	(2,168,399)	(6,511,139)	(27,929,212)

In line with the requirements under IFRS 7, the above liabilities table shows principal balances and undiscounted interest cash flows over the life of liabilities. It excludes non cash items such as fair value adjustments. Eliminating these adjustments would result in agreement with the statement of financial position on page 9.

20 Capital risk management

The Company is a special purpose vehicle set up to issue debt for the purpose of making investments as defined under the programme memorandum and in each of the Series memorandum agreements. Share capital of €3 was issued in line with Irish Company Law and is not used for financing the investment activities of the Company. The Company is not subject to any other externally imposed capital requirements.

21 Subsequent events

The following series were fully redeemed post year end:

Series 3 AED 1,100,000,000 Deposit Linked Notes due 2011 on 28 July 2011 and

Series 4 AED 800,000,000 Deposit Linked Notes due 2011 on 11 Aug 2011.

22 Operating expenses

For the year ended 31 December 2010, administration fees was € 11,269 (2009: € 11,269) and audit fees was € 16,062 (2009: € 18,295).

23 Contingent liabilities

There is no contingent liabilities during the year that needs to be disclosed in the financial statements.

24 Approval of financial statements

The board of directors approved these financial statements on 3 October 2011.

Rubrika Finance Company Limited

Directors' report and audited financial statements

**For the year ended
31 December 2011**

Registered number 362903

Rubrika Finance Company Limited

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Rubrika Finance Company Limited

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Directors' and other information

Directors	Carmel Naughton (Irish) David McGuinness (Irish) - Appointed on 13 February 2012 Tom Dolan (Irish) - Resigned on 13 February 2012
Registered Office	5 Harbourmaster Place International Financial Services Centre Dublin 1 Ireland
Administrator & Company Secretary	Deutsche International Corporate Services (Ireland) Limited 5 Harbourmaster Place International Financial Services Centre Dublin 1 Ireland
Arranger	J.P. Morgan Securities Limited 125 London Wall London EC2Y 5AJ United Kingdom
Trustee	U.S. Bank N.A. 100 Wall Street Suite 1600 New York NY 10005 USA
Custodian & Principal Paying Agent	The Bank of New York Mellon One Canada Square London E14 5AL United Kingdom
Independent Auditor	KPMG Chartered Accountants, Statutory Audit Firm 1 Harbourmaster Place International Financial Services Centre Dublin 1 Ireland
Solicitors	Matheson Ormsby Prentice 70 Sir John Rogerson's Quay Dublin 2 Ireland

Directors' report

The directors present the annual report and audited financial statements of Rubrika Finance Company Limited (the "Company") for the year ended 31 December 2011.

Principal activities and business review

The Company is a limited Company incorporated in Ireland on 22 October 2002 under registered number 362903.

The Company has been established to issue series of notes (the "Notes") and other obligations under its programme (the "Programme") and carrying out its obligations in relation to such Notes and other obligations entered into in relation thereto. The Company has established the Programme pursuant to which it may issue, borrow under, buy, sell or enter into obligations in the form of Notes, loans, warrants or other obligations on the terms and conditions set out in the information memorandum.

The Company used the proceeds from the issue of Notes to acquire the charged assets (the "Charged Assets"). For the series (each a "Series") under issue, the net proceeds were given as a loan to International Bank of Azerbaijan or held as Deposits in Abu Dhabi Commercial Bank.

General information regarding the Company is further described in note 1 of the financial statements.

The Series 2 USD 100,000,000 Fixed to Variable Rate Subordinated Loan Participation Notes due 2017 and Series 8 USD 130,000,000 Fixed Rate Loan Participation Notes due 2013 are listed on the main securities market of the Cayman Island Stock Exchange. The other Series of Notes are not listed on any stock exchange.

Key performance indicators

The Company is a Special Purpose Vehicle (the "SPV") and its principal activity is to issue notes and make investments. The best benchmark is prior year figures.

The directors confirm that the key performance indicators as disclosed below in the financial statements are those that are used to assess the performance of the Company.

During the year:

- the Company made a loss of EUR 4,157,650 (2010: Loss of EUR 98,882,154);
- the Company's net gain on debt securities amounted to EUR 12,812,935 (2010: net loss of EUR 19,575,853);
- the Company's net loss on loans and receivables amounted to EUR 12,812,935 (2010: net gain of EUR 19,575,854);
- the Company's impairment charge for the year amounted to EUR 4,157,650 (2010: net loss of EUR 98,883,164);
- the Company's total indebtedness to Noteholders was EUR 346,433,633 (2010: EUR 1,122,213,289);
- the following Series of Notes matured:
 - Series 3 -AED 1,100,000,000 Deposit Linked Notes due 2011;
 - Series 4 -AED 800,000,000 Deposit Linked Notes due 2011;
 - Series 5- AED 1,500,000,000 Deposit Linked Notes due 2011; and
 - Series 7- AED 450,000,000 Deposit Linked Notes due 2011.

As at 31 December 2011:

- the carrying value of the Company's total debt securities issued was EUR 334,922,000 (2010: EUR 1,107,473,000);
- the Company has invested EUR 157,500,000 (2010: EUR 935,640,000) in cash collaterals and EUR 48,566,910 (2010: EUR 47,135,560) in loans and receivables;
- the Company had the following Series of debt securities in issue:

Series	Description	Maturity date	CCY	Nominal Source CCY	Nominal EUR
2	USD 100,000,000 Fixed to Variable Rate subordinated Loan Participation Notes due 2017	10-May-17	USD	100,000,000	77,140,000
6	AED 750,000,000 Deposit Linked Notes due 2012	16-Jan-12	AED	750,000,000	157,500,000
8	USD 130,000,000 Fixed Rate Loan Participation Notes due 2013	22-Oct-13	USD	130,000,000	100,282,000

Directors' report (continued)**Key performance indicators (continued)**

- the Company had the following investments:

Series	Description	Maturity date	CCY	Nominal
2	Loan to International Bank of Azerbaijan	10-May-17	USD	100,000,000
6	Fixed deposits with Abu Dhabi Commercial Bank	16-Jan-12	AED	750,000,000
8	Loan to International Bank of Azerbaijan	22-Oct-13	USD	130,000,000

Future developments

The directors expect that the present level of activity will be sustained for the foreseeable future. The Board will continue to seek new opportunities for the Company and will continue to ensure proper management of the current portfolio of Series of the Company.

Going concern

The Company's financial statements for the year ended 31 December 2011 have been prepared on a going concern basis. Each asset is referenced to a specific Note, and any loss derived from the asset will be ultimately borne by the Noteholders. The directors anticipate that financial assets will continue to generate enough cash flow on an ongoing basis to meet the financial liabilities as they fall due.

Business risks and principal uncertainties

The Company is subject to various risks. The key risks facing the Company are set out in note 19 to the financial statements.

Results and dividends for the year

The results for the year are set out on page 9. The directors do not recommend the payment of a dividend for the year (2010: nil).

Change in directors, secretary and registered office during the year

There were no changes in directors, secretary and registered office during the year.

Directors, secretary and their interests

None of the directors or the secretary who held office on 31 December 2011 held any shares in the Company at that date, or during the year. There were no contracts of any significance in relation to the business of the Company in which the directors had any interest, as defined in the Companies Act, 1990, at any time during the year.

Shares and shareholders

The authorised share capital of the Company is EUR 10,000,000 divided into 10,000,000 shares of EUR 1 each (the "Shares") of which 3 are issued and unpaid and are held by Matsack Nominees Limited, Matsack Trust Limited and RAISA Limited (the "Share Trustees") under the terms of a declaration of trust (the "Declaration of Trust") under which the Share Trustees hold the benefit of the shares on trust for charitable purposes. There are no other rights that pertain to the shares and the shareholders.

Operational risk

Operational risk is the risk of direct or indirect loss arising from a wide variety of causes associated with the Company's processes, personnel and infrastructure, and from external factors other than credit, market and liquidity risks such as those arising from legal and regulatory requirements and generally accepted standards of corporate behaviour. Operational risk arises from all of the Company's operations.

The Company was incorporated with the purpose of engaging in those activities outlined in the preceding paragraphs. All management and administration functions are outsourced to Deutsche International Corporate Services (Ireland) Limited.

Directors' report (continued)**Corporate Governance Statement***Introduction*

The Company is subject to and complies with Irish Statute comprising the Companies Acts, 1963 to 2012 and the Listing rules of the Cayman Islands Stock Exchange. The Company does not apply additional requirements in addition to those required by the above. Each of the service providers engaged by the Company is subject to their own corporate governance requirements.

Financial Reporting Process

The Board of directors (the "Board") is responsible for establishing and maintaining adequate internal control and risk management systems of the Company in relation to the financial reporting process. Such systems are designed to manage rather than eliminate the risk of failure to achieve the Company's financial reporting objectives and can only provide reasonable and not absolute assurance against material misstatement or loss.

The Board has established processes regarding internal control and risk management systems to ensure its effective oversight of the financial reporting process. These include appointing the Administrator, Deutsche International Corporate Services (Ireland) Limited, to maintain the accounting records of the Company independently of the Arranger, J.P. Morgan Securities Limited and the Custodian, The Bank of New York Mellon. The Administrator is contractually obliged to maintain proper books and records as required by the Corporate Administration agreement. To that end the Administrator performs reconciliations of its records to those of the Arranger and the Custodian. The Administrator is also contractually obliged to prepare for review and approval by the Board the annual report including financial statements intended to give a true and fair view.

The Board evaluates and discusses significant accounting and reporting issues as the need arises. From time to time the Board also examines and evaluates the Administrator's financial accounting and reporting routines and monitors and evaluates the external auditors' performance, qualifications and independence. The Administrator has operating responsibility for internal control in relation to the financial reporting process and the Administrator's report to the Board.

Risk Assessment

The Board is responsible for assessing the risk of irregularities whether caused by fraud or error in financial reporting and ensuring the processes are in place for the timely identification of internal and external matters with a potential effect on financial reporting. The Board has also put in place processes to identify changes in accounting rules and recommendations and to ensure that these changes are accurately reflected in the Company's financial statements. More specifically;

- The Administrator has a review procedure in place to ensure errors and omissions in the financial statements are identified and corrected.
- Regular training on accounting rules and recommendations is provided to the accountants employed by the Administrator.
- Accounting bulletins, issued by Deutsche Bank AG London, an entity related to Deutsche International Corporate Services (Ireland) Limited, are distributed monthly to all accountants employed by the Administrator.

Control Activities

The Administrator is contractually obliged to design and maintain control structures to manage the risks which the Board judges to be significant for internal control over financial reporting. These control structures include appropriate division of responsibilities and specific control activities aimed at detecting or preventing the risk of significant deficiencies in financial reporting for every significant account in the financial statements and the related notes in the Company's annual report.

Monitoring

The Board has an annual process to ensure that appropriate measures are taken to consider and address the shortcomings identified and measures recommended by the independent auditors.

Given the contractual obligations on the Administrator, the Board has concluded that there is currently no need for the Company to have a separate internal audit function in order for the Board to perform effective monitoring and oversight of the internal control and risk management systems of the Company in relation to the financial reporting process.

Capital Structure

No person has a significant direct or indirect holding of securities in the Company. No person has any special rights of control over the Company's share capital.

There are no restrictions on voting rights.

With regard to the appointment and replacement of directors, the Company is governed by its Articles of Association, Irish Statute comprising the Companies Acts, 1963 to 2012 and the Listing Rules of the Cayman Islands Stock Exchange. The Articles of Association themselves may be amended by special resolution of the shareholders.

Directors' report (continued)

Corporate Governance Statement (continued)

Powers of Directors

The Board is responsible for managing the business affairs of the Company in accordance with the Articles of Association. The directors may delegate certain functions to the Administrator and other parties, subject to the supervision and direction by the directors. The directors have delegated the day to day administration of the Company to the Administrator. The Articles of Association provide that the director may exercise all the powers of the Company to borrow money, to mortgage or charge its undertaking property of any part thereof and may delegate these powers to the Arranger. The instrument of transfer of any share shall be executed by or on behalf of the transferor and, in cases where the share is not fully paid, by or on behalf of the transferee. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered on the register in respect thereof. The directors, in their absolute discretion and without assigning any reason therefore, may decline to register any transfer of a share. If the directors refuse to register a transfer, they shall, within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of the refusal.

Audit committee

Statutory audits in Ireland are regulated by the European Communities Regulations, 2010 (S.I. 220 of 2010). According to the regulations, if the sole business of the Irish SPV relates to the issuing of asset backed securities, the SPV is exempt from the requirement to establish an audit committee (under Regulation 91(9) (d) of the Regulations). In this respect, the Company is not required to establish an audit committee.

Accounting records

The directors believe that they have complied with the requirements of Section 202 of the Companies Act, 1990 with regard to the books of account by employing accounting personnel with the appropriate expertise and by providing adequate resources to the financial function. The books of account of the Company are maintained at 5 Harbourmaster Place, IFSC, Dublin 1.

Subsequent events

The following events occurred after the year under review:

-The following Series of Notes matured on 16 January 2012:
Series 6 - AED 750,000,000 Deposit Linked Notes due 2012.

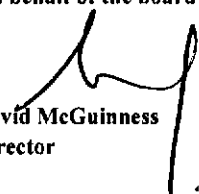
-The following Series of Notes were issued following the year end:
Series 9 - USD 200,000,000 Deposit Linked Notes due 2013
Series 10 - USD 85,000,000 Deposit Linked Notes due 2013

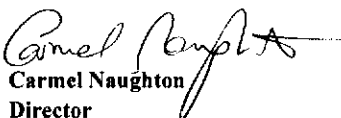
-Tom Dolan resigned as director of the Company on 13 February 2012 and was replaced by David McGuinness on same date.

Independent auditor

In accordance with Section 160(2) of the Companies Act, 1963, KPMG, Chartered Accountants, Statutory Audit Firm will continue in office.

On behalf of the board


David McGuinness
Director


Carmel Naughton
Director

Date: 4 September 2012

Statement of directors' responsibilities

The directors are responsible for preparing the Directors' report and financial statements in accordance with applicable law and regulations.

Company law requires the directors to prepare financial statements for each financial year. Under that law the directors have elected to prepare the Company's financial statements in accordance with International Financial Reporting Standards (IFRS) as adopted by the EU.

The Company's financial statements are required by law and IFRSs as adopted by the EU to present fairly the financial position and performance of the Company. The Companies Acts, 1963 to 2012 provide in relation to such financial statements that references in the relevant parts of those Acts to financial statements giving a true and fair view are references to their achieving a fair presentation.

In preparing the financial statements, the directors are required to:

- select suitable accounting policies and then apply them consistently;
- make judgments and estimates that are reasonable and prudent;
- state that the financial statements comply with IFRS as adopted by the EU and in accordance with Companies Act 1963 to 2012, Listing Rules of the Cayman Islands Stock Exchange; and
- prepare the financial statements on the going concern basis unless it is inappropriate to presume that the Company will continue in business.

The directors are responsible for keeping proper books of account that disclose with reasonable accuracy at any time the financial position of the Company and enable them to ensure that its financial statements comply with the Companies Acts, 1963 to 2012. They are also responsible for taking such steps as are reasonably open to them to safeguard the assets of the Company and to prevent and detect fraud and other irregularities.

The directors are also responsible for preparing a Directors' report that complies with the requirements of the Companies Acts, 1963 to 2012.

On behalf of the board

David McGuinness
Director


Carmel Naughton
Director

Date: 4 September 2012



KPMG
Chartered Accountants
1 Harbourmaster Place
IFSC
Dublin 1
Ireland

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Independent auditor's report to the members of Rubrika Finance Company Limited

We have audited the financial statements of Rubrika Finance Company Limited, (the "Company"), for the year ended 31 December 2012 which comprise the Statement of Comprehensive Income, Statement of Financial Position, Statement of Changes in Equity, Statement of Cash Flows and the related notes. These financial statements have been prepared under the accounting policies set out therein.

This report is made solely to the Company's members, as a body, in accordance with section 193 of the Companies Act 1990. Our audit work has been undertaken so that we might state to the Company's members those matters we are required to state to them in an auditor's report and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the Company and the Company's members as a body, for our audit work, for this report, or for the opinions we have formed.

Respective responsibilities of directors and independent auditor

The directors' responsibilities for preparing the Directors' Report and the financial statements in accordance with applicable law and the International Financial Reporting Standards (IFRSs) as adopted by the EU, are set out in the Statement of Directors' Responsibilities on page 6.

Our responsibility is to audit the financial statements in accordance with relevant legal and regulatory requirements and International Standards on Auditing (UK and Ireland).

We report to you our opinion as to whether the financial statements give a true and fair view and have been properly prepared in accordance with the Companies Acts 1963 to 2012. We also report to you whether, in our opinion:

- proper books of account have been kept by the Company;
- at the balance sheet date, there exists a financial situation requiring the convening of an extraordinary general meeting of the Company; and
- whether the information given in the Directors' Report is consistent with the financial statements.

In addition, we state whether we have obtained all the information and explanations necessary for the purposes of our audit, and whether the Company's financial statements are in agreement with the books of account.

We also report to you if, in our opinion, any information specified by law regarding directors' remuneration and directors' transactions is not disclosed and, where practicable, include such information in our report.

We read the Directors' Report and consider implications for our report if we become aware of any apparent misstatements within it.

Basis of audit opinion

We conducted our audit in accordance with International Standards on Auditing (UK and Ireland) issued by the Auditing Practices Board. An audit includes examination, on a test basis, of evidence relevant to the amounts and disclosures in the financial statements. It also includes an assessment of the significant estimates and judgments made by the directors in the preparation of the financial statements, and of whether the accounting policies are appropriate to the company's circumstances, consistently applied and adequately disclosed.

We planned and performed our audit so as to obtain all the information and explanations which we considered necessary in order to provide us with sufficient evidence to give reasonable assurance that the financial statements are free from material misstatement, whether caused by fraud or other irregularity or error. In forming our opinion we also evaluated the overall adequacy of the presentation of information in the financial statements.

Independent auditor's report to the members of Rubrika Finance Company Limited (continued)**Opinion**

In our opinion:

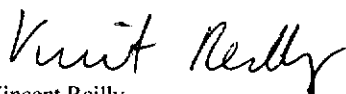
- the financial statements give a true and fair view, in accordance with International Financial Reporting Standards as adopted by the EU (IFRSs) of the state of the Company's affairs as at 31 December 2011 and of its results for the year then ended;
- the financial statements have been properly prepared in accordance with the Companies Acts 1963 to 2012.

Other matters

We have obtained all the information and explanations which we consider necessary for the purposes of our audit. In our opinion, proper books of account have been kept by the Company. The financial statements are in agreement with the books of account.

In our opinion, the information given in the Directors' Report on pages 2-5 is consistent with the financial statements.

The net assets of the Company, as stated in the Statement of Financial Position are less than half of the amount of its called-up share capital and, in our opinion, on that basis there did exist at 31 December 2011 a financial situation which, under Section 40 (1) of the Companies (Amendment) Act, 1983 required the convening of an extraordinary general meeting of the Company.



Vincent Reilly

for and on behalf of

KPMG

Chartered Accountants, Statutory Audit Firm

1 Harbourmaster Place

IFSC, Dublin 1

Ireland

Date:

4 September 2012

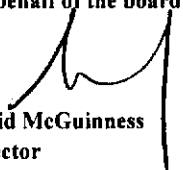
Statement of comprehensive income

	Notes	Year ended 31-Dec-11 EUR	Year ended 31-Dec-10 EUR
Net gain on loans and receivables	4	12,812,935	19,575,854
Net loss on debt securities issued	5	(12,812,935)	(19,575,853)
Impairment on loans and receivables		(4,157,650)	(98,883,164)
Operating results		(4,157,650)	(98,883,163)
Other income	6	167,980	126,539
Other expenses	7	(167,980)	(125,193)
Loss before income tax		(4,157,650)	(98,881,817)
Income tax expense	8	-	(337)
Result for the year		(4,157,650)	(98,882,154)
Other comprehensive income		-	-
Total comprehensive income for the financial year		(4,157,650)	(98,882,154)

All items dealt with in arriving at the results for the year ended 31 December 2011 related to continuing operations.

The Company has no recognised gains and losses in the financial year other than those dealt in the Statement of comprehensive income.

On behalf of the board


David McGuinness
Director


Carmel Naughton
Director

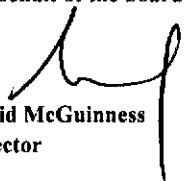
Date: 4 September 2012


Statement of financial position

As : 31 December 2011

	Notes	31-Dec-11 EUR	31-Dec-10 EUR
Assets			
Loans and receivables	9	48,566,910	47,135,560
Cash collateral	10	157,500,000	935,640,000
Other receivables	11	11,431,193	14,699,066
Cash and cash equivalents	12	81,778	42,561
Total assets		<u>217,579,881</u>	<u>997,517,187</u>
Liabilities and equity			
Liabilities			
Debt securities issued	13	334,922,000	1,107,473,000
Other payables	14	11,511,633	14,740,289
Total liabilities		<u>346,433,633</u>	<u>1,122,213,289</u>
Equity			
Share capital – equity	15	3	3
Retained earnings		(128,853,755)	(124,696,105)
Total equity		<u>(128,853,752)</u>	<u>(124,696,102)</u>
Total liabilities and equity		<u>217,579,881</u>	<u>997,517,187</u>

On behalf of the board


 David McGuinness
 Director


 Carmel Naughton
 Director

Date: 4 September 2012

Statement of changes in equity
For the year ended 31 December 2011

	Share capital	Retained earnings	Total equity
	EUR	EUR	EUR
Balance as at 1 January 2010	3	(25,813,951)	(25,813,948)
<i>Total comprehensive income for the year</i>			
Loss for the year	-	(98,882,154)	(98,882,154)
Other comprehensive income	-	-	-
Total comprehensive expense for the year	-	(98,882,154)	(98,882,154)
Balance as at 31 December 2010	3	(124,696,105)	(124,696,102)
Balance as at 1 January 2011	3	(124,696,105)	(124,696,102)
<i>Total comprehensive income for the year</i>			
Loss for the year	-	(4,157,650)	(4,157,650)
Other comprehensive income	-	-	-
Total comprehensive income for the year	-	(4,157,650)	(4,157,650)
Balance as at 31 December 2011	3	(128,853,755)	(128,853,752)

Statement of cash flows

For the year ended 31 December 2011

	Notes	Year ended 31-Dec-11 EUR	Year ended 31-Dec-10 EUR
Cash flows from operating activities			
Loss before income tax		(4,157,650)	(98,881,817)
<i>Adjustments for:</i>			
Interest income*		(41,413,935)	(20,401,697)
Interest expense*		41,413,935	20,401,697
Foreign exchange gain on loans and receivables	9	(5,589,000)	(9,134,090)
Foreign exchange loss on cash collaterals	10	34,190,000	9,959,933
Foreign exchange gain on debt securities	13	(28,601,000)	(825,844)
Impairment on loans and receivables	9	4,157,650	98,883,164
<i>Movements in working capital</i>			
Decrease/(increase) in other receivables	11	58,681	(116,830)
(Decrease)/increase in other payables	14	(19,464)	105,063
<i>Cash generated from/(used in) operating activities</i>		39,217	(10,421)
Interest paid*		(13,985,484)	(6,652,317)
Net cash used in operating activities		(13,946,267)	(6,662,738)
Cash flows from investing activities			
Acquisitions of loans and receivables	9	-	(93,171,000)
Disposal of loans and receivables	9	-	3,242,200
Investment in cash collateral	10	-	(945,599,933)
Maturity of cash collaterals	10	743,950,000	-
Interest received*		13,985,484	6,652,317
Net cash generated/(used in) from investing activities		757,935,484	(1,028,876,416)
Cash flows from financing activities			
Issue of debt securities	13	-	1,038,771,000
Redemption of debt securities issued	13	(743,950,000)	(3,242,266)
Net cash (used in)/generated from financing activities		(743,950,000)	1,035,528,734
Increase/(decrease) in cash and cash equivalents		39,217	(10,420)
Cash and cash equivalents at start of the year		42,561	52,981
Cash and cash equivalents at end of the year	12	81,778	42,561

*Interest income, interest expense and derivative income have been presented separately in the Statement of cash flows. Movements in accrued interest income and expense have been reclassified from movements in other payables and other receivables respectively and the prior year amounts restated in order to comply with the requirements of paragraphs 31 and 35 of IAS 7 'Cash flow statement'.

**Notes to the financial statements
For the year ended 31 December 2011****1 General information**

The Company is a limited Company incorporated in Ireland on 22 October 2002 under registered number 362903.

The Company has been established to issue series of notes (the "Notes") and other obligations under its programme (the "Programme") and carrying out its obligations in relation to such Notes and other obligations entered into in relation thereto. The Company has established the Programme pursuant to which it may issue, borrow under, buy, sell or enter into obligations in the form of Notes, loans, warrants or other obligations on the terms and conditions set out in the information memorandum.

The Company used the proceeds from the issue of Notes to acquire the charged assets (the "Charged Assets"). For the series (each a "Series") under issue, the net proceeds were given as a loan to International Bank of Azerbaijan or held as Deposits in Abu Dhabi Commercial Bank.

The Series 2 USD 100,000,000 Fixed to Variable Rate subordinated Loan Participation Notes due 2017 and Series 8 USD 130,000,000 Fixed Rate Loan Participation Notes due 2013 are listed on the main securities market of the Cayman Island Stock Exchange. The other Series of Notes are not listed on any Stock Exchange.

The Company has no direct employees.

2 Basis of preparation**(a) Statement of compliance**

The financial statements have been prepared in accordance with International Financial Reporting Standards ("IFRS") and its interpretations as adopted by the EU and as applied in accordance with the Companies Acts, 1963 to 2012.

The accounting policies set out below have been applied in preparing the financial statements for the year ended 31 December 2011, the comparative information presented in these financial statements are for year ended 31 December 2010.

These financial statements have been prepared on a going concern basis as defined in the Directors' report.

(b) Basis of measurement

The financial statements are prepared on the historical cost basis.

(c) Functional and presentation currency

These financial statements are presented in Euro (EUR). The Company's functional currency is the United Arab Emirates Dirham (AED) as this is the primary economic environment in which the entity operates. The issued share capital of the Company is denominated in Euro, however the loans and receivables, deposits and debt securities are denominated in AED and USD. The directors of the Company believe that AED most faithfully represents the economic effects of the underlying transactions, events and conditions.

(d) Use of estimates and judgements

The preparation of financial statements in conformity with IFRS requires management to make judgements, estimates and assumptions that affect the application of accounting policies and the reported amounts of assets and liabilities, income and expenses. The estimates and associated assumptions are based on historical experience and various other factors that are believed to be reasonable under the circumstances, the results of which form the basis of making the judgements about carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates.

Estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognised in the period in which the estimate is revised if the revision affects only that period or in the period of the revision and future periods if the revision affects both current and future periods. Details of material judgments and estimates have been further described in accounting policy 3(g) "Financial instruments" and note 19 to the financial statements.

(e) Changes in accounting policies

There were no changes to accounting policies which had an impact on Company's financial statements during the year.

(f) New standards and interpretations not yet adopted

A number of new standards, amendments to standards and interpretations are effective for the year ended 31 December 2011, and have not been applied in preparing these financial statements. The Directors anticipate that the adoption of these standards and interpretations in the future will not have a material impact on the financial statements of the Company.

The Company has not adopted any new standards that are not mandatory.

Notes to the financial statements (continued)

For the year ended 31 December 2011

3 Significant accounting policies

(a) Net gain on loans and receivables

Net (loss)/gain on loans and receivables relates to investments and includes interest and foreign exchange differences. Interest earned have been recognised in the Statement of comprehensive income using the effective interest rate method. Effective interest rate method is a method of calculating the amortised cost of a financial asset or a financial liability and of allocating the interest income or interest expenses over the relevant period. The effective interest rate is the rate that exactly discounts estimated future cash payments or receipts through the expected life of the financial instrument or, when appropriate, a shorter period to the net carrying amount of the financial asset or financial liability. When calculating the effective interest rate, the company estimates cash flows considering all contractual terms of the financial instrument (for example, prepayment options) but does not consider future credit losses. The calculation includes all fees and points paid or received between parties to the contract that are an integral part of the effective interest rate, transaction costs and all other premiums or discounts.

(b) Net loss on debt securities issued

Net gain/(loss) on debt securities issued relates to debt securities issued and includes interest and foreign exchange differences. Interest expenses have been recognised in the Statement of comprehensive income using the effective interest rate method. The effective interest rate method is detailed under note 3(a) above.

(c) Impairment on loans and receivables

Impairment on loans and receivables relates to the impairment movements on loans and receivables held by the Company as at 31 December 2011.

(d) Other income and expenses

All other income and expenses are accounted for on an accrual basis.

(e) Income tax expense

Income tax expense is recognised in the Statement of comprehensive income except to the extent that it relates to items recognised directly in equity, in which case it is recognised in equity consistent with the accounting for the item to which it is related.

Current tax is the expected tax payable on the taxable income for the year, using tax rates applicable to the Company's activities enacted or substantively enacted at the reporting date, and adjustment to tax payable in respect of previous years.

A deferred tax asset is recognised only to the extent that it is probable that future taxable profits will be available against which the asset can be utilised. Deferred tax assets are reviewed at each reporting date and are reduced to the extent that it is no longer probable that the related tax benefit will be realised.

(f) Cash and cash equivalents

Cash and cash equivalents includes cash held at banks, other short-term highly liquid investments with maturities of less than three months at acquisition, which are subject to insignificant risk of changes in their fair value, and are used by the Company in the management of its short term commitments.

There are no restrictions on cash and cash equivalents.

Cash and cash equivalents are carried at amortised cost in the Statement of financial position.

(g) Financial instruments

The financial instruments held by the Company include the following:

- Loans and receivables;
- Cash collateral; and
- Debt securities issued

Categorisation

The Company has classified the loans held as Loans and Receivables.

Loans and receivables

Trade receivables, loans, and other receivables that have fixed or determinable payments that are not quoted in an active market are classified as loans and receivables. Loans and receivables are measured at amortised cost using the effective interest method, less any impairment. Interest income is recognised by applying the effective interest rate, except for short-term receivables when the recognition of interest would be immaterial.

Notes to the financial statements (continued)

For the year ended 31 December 2011

3 Significant accounting policies (continued)

(g) Financial instruments (continued)

Cash collaterals

Cash collaterals are carried at amortised cost in the Statement of financial position.

Debt securities issued

The debt securities issued are measured at amortised cost using the effective interest methodology to record interest expense.

All finance costs are charged to the Statement of comprehensive income reported under interest payable and similar charges. The carrying amount of debt is increased by the finance cost in respect of the reporting period and reduced by payments in respect of the debt in that period. Accrued finance costs are included in accruals rather than in the carrying amount of the debt to the extent that the finance costs have accrued in one accounting period and will be paid in cash in the next accounting year.

Initial recognition

The Company initially recognises all financial assets and liabilities on the trade date at which the Company becomes a party to the contractual provisions of the instruments.

Recognition and measurement

The Company initially recognises all financial assets and liabilities on the trade date at which the Company becomes a party to the contractual provisions of the instruments. Purchases and sales of financial assets and financial liabilities are recognised using trade date accounting. From trade date, any gains and losses arising from changes in foreign exchange differences of the financial assets or financial liabilities are recorded in the Statement of comprehensive income.

Derecognition

The Company derecognises a financial asset when the contractual rights to the cash flows from the asset expire, or it transfers the rights to receive the contractual cash flows on the financial asset in a transaction in which substantially all the risks and rewards of ownership of the financial asset are transferred. Any interest in transferred financial assets that is created or retained by the Company is recognised as a separate asset or liability.

The Company derecognises a financial liability when its contractual obligations are discharged or cancelled or expire.

Offsetting

Financial assets and liabilities are set off and the net amount presented in the Statement of financial position when, and only when, the Company has a legal right to set off the amounts and intends either to settle on a net basis or to realise the asset and settle the liability simultaneously. Income and expenses are presented on a net basis only when permitted by the accounting standards, or for gains and losses arising from a group of similar transactions.

Identification and measurement of impairment

At each reporting date the company assesses whether there is objective evidence that financial assets not carried at fair value through profit or loss are impaired. A financial asset or a group of financial assets is (are) impaired when objective evidence demonstrates that a loss event has occurred after the initial recognition of the assets, and that the loss event has an impact on the future cash flows of the assets that can be estimated reliably.

Objective evidence that financial assets are impaired can include significant financial difficulty of the borrower or issuer, default or delinquency by a borrower, restructuring of a loan or advance on terms that would not otherwise be considered, indications that a borrower or issuer will enter bankruptcy or other observable data relating to a group of assets such as adverse changes in the payment status of borrowers or issuers, or economic conditions that correlate with defaults.

Impairment losses on assets carried at amortised cost are measured as the difference between the carrying amount of the financial asset and the present value of estimated future cash flows discounted at the asset's original effective interest rate. Impairment losses are recognised in the Statement of comprehensive income. Interest on impaired assets continues to be recognised through the unwinding of the discount. When a subsequent event causes the amount of impairment loss to decrease, the decrease in impairment loss is reversed through the Statement of comprehensive income.

The Company writes off financial assets carried at amortised cost when they are determined to be uncollectable.

Notes to the financial statements (continued)

For the year ended 31 December 2011

3 Significant accounting policies (continued)

(h) Equity instruments

Equity instruments are classified according to the substance of the contractual arrangements entered into. An equity instrument is any contract that evidences a residual interest in the assets of the Company after deducting all of its liabilities. Equity instruments are recorded at the proceeds received, net of issue costs.

Share capital

Share capital is issued in EUR. Dividends are recognised as a liability in the period in which they are approved.

(i) Segment reporting

An operating segment is a component of an entity that engages in business activities from which it may earn revenues and incur expenses (including revenues and expenses relating to transactions with other components of the same entity). The Company's business involves the repackaging of bonds and other debt instruments, on behalf of investors, which are bought in the market and subsequently securitised to avail of potential market opportunities and risk return asymmetries. The Company has only one business unit and all administrating and operating functions are carried out and reviewed by the Administrator and Corporate Secretary, Deutsche International Company Services (Ireland) Limited.

The Company's principal activity is to invest in financial instruments which are the revenue generating segment of the Company. The Chief Operating Decision Maker (CODM) of the operating segment is the Board. The Company is a special purpose vehicle whose principal activities are the issuance of Notes and investment in securities. The CODM does not consider each underlying Series of Notes as a separate segment, rather they look at the structure as a whole. Based on that fact, the directors confirm that there is only one segment.

(j) Foreign currency transaction

The results and financial position of the entity are expressed in AED and presented in EUR. Transactions in currencies other than EUR are recorded at an average rate. At each reporting date, monetary items and non-monetary assets and liabilities that are fair valued and are dominated in foreign currencies are retranslated at the rate prevailing on the reporting date. Gains and losses arising on retranslation are included in net profit or loss for the period where investments are classified as fair value through profit or loss.

4 Net gain on loans and receivables	Year ended 31-Dec-11	Year ended 31-Dec-10
	EUR	EUR
Net gain on investment securities	12,812,935	19,575,854
Analysed as follows:		
Interest income*	41,413,935	20,401,697
Foreign exchange gain on loans and receivables	5,589,000	9,134,090
Foreign exchange loss on cash collaterals	(34,190,000)	(9,959,933)
	<u>12,812,935</u>	<u>19,575,854</u>

*Interest is fixed for investment securities as at 31 December 2011.

5 Net loss on debt securities issued	Year ended 31-Dec-11	Year ended 31-Dec-10
	EUR	EUR
Net loss on debt securities issued	(12,812,935)	(19,575,853)
Analysed as follows:		
Interest expense*	(41,413,935)	(20,401,697)
Foreign exchange gain on debt securities	28,601,000	825,844
	<u>(12,812,935)</u>	<u>(19,575,853)</u>

*Interest is fixed for all debt securities in issue as at 31 December 2011.

Notes to the financial statements (continued)
For the year ended 31 December 2011

6 Other income	Year ended 31-Dec-11 EUR	Year ended 31-Dec-10 EUR
Other income	170,244	116,832
Foreign exchange (loss)/gain on cash in bank	(2,264)	9,707
	<u>167,980</u>	<u>126,539</u>

7 Other expenses	Year ended 31-Dec-11 EUR	Year ended 31-Dec-10 EUR
Legal fees	(71,648)	-
Professional fees	(66,871)	(95,694)
Audit fees	(18,150)	(18,225)
Administration expenses	(11,027)	(11,269)
Bank charges	(284)	(5)
	<u>(167,980)</u>	<u>(125,193)</u>

The Company is administered by Deutsche International Corporate Services (Ireland) Limited and has no employees.

Auditor's remuneration (Net of VAT)	Year ended 31-Dec-11 EUR	Year ended 31-Dec-10 EUR
Statutory audit	16,000	18,225
Other assurance services	-	-
Tax advisory services	4,600	-
Other non-audit services	-	-
	<u>20,600</u>	<u>18,225</u>

8 Income tax expense	Year ended 31-Dec-11 EUR	Year ended 31-Dec-10 EUR
Profit before income tax	(4,157,650)	(98,881,817)
Current tax at 25%	-	(337)
Effect of:		
Income taxed at higher rates	-	-
Current tax charge	<u>-</u>	<u>(337)</u>

The Company will continue to be taxed at 25% in accordance with Section 110 of the Taxes Consolidation Act, 1997.

Deferred tax

Any temporary differences arising on the assets will be offset by a corresponding difference in liabilities.

9 Loans and receivables	31-Dec-11 EUR	31-Dec-10 EUR
Loans and receivables	<u>48,566,910</u>	<u>47,135,560</u>
Maturity analysis of investment securities	31-Dec-11 EUR	31-Dec-10 EUR
Within 1 year	-	-
More than 1 year and less than 2 years	21,116,048	-
More than 2 years and less than 5 years	27,450,862	26,641,838
More than 5 years	-	20,493,722
	<u>48,566,910</u>	<u>47,135,560</u>

Notes to the financial statements (continued)
For the year ended 31 December 2011

9 Loans and receivables (continued)

	31-Dec-11	31-Dec-10
	EUR	EUR
At beginning of the year	47,135,560	46,955,834
Additions during the year	-	93,171,000
Disposals during the year	-	(3,242,200)
Impairment charge for the year	(4,157,650)	(98,883,164)
Foreign exchange movement on loans and receivables	5,589,000	9,134,090
At end of the year	<u>48,566,910</u>	<u>47,135,560</u>

The cumulative impairment to date is as follows:

	31-Dec-11	31-Dec-10
	EUR	EUR
Cumulative impairment	<u>#REF!</u>	<u>#REF!</u>

The portfolio of holdings is made up of the following:

Series 2: Loan to International Bank of Azerbaijan Due 2017; and
Series 8: Loan to International Bank of Azerbaijan Due 2013.

The Company has loans and receivables due from International Bank of Azerbaijan. The audited consolidated financial statements (the "financial statements") of the International Bank of Azerbaijan ("IBA") disclose that International Bank of Azerbaijan has made a profit after tax of EUR 19,193,058 (2010 : Loss after tax of EUR 104,255,821). The effective provision rate of IBA against its debtors has decreased to 14.68% (2010: 16.54%). For customers in the Republic of Azerbaijan, IBA has seen the profitability of default decreasing as a result of the improving economic conditions within the country during the year, impacting on the IBA's customers' ability to service their debt obligations. As a result of IBA's management's assessment and the actions being undertaken, management believes that the company will be able to cover its liquidity needs over the next twelve months and beyond.

The carrying value of the assets of the Company represents their maximum exposure to the credit risk. The credit risk is eventually transferred to the Noteholders.

Details of the nominal values and terms of each loan for each Series is disclosed below:

Series	Interest rate basis	Fixed rate	Maturity Date	CCY	31-Dec-11 Nominal CCY	31-Dec-10 Nominal CCY
2	Fixed	8.40%	10-May-17	USD	100,000,000	100,000,000
8	Fixed	8.50%	22-Oct-13	USD	130,000,000	130,000,000

Refer to note 19(b) for credit risk disclosure relating to Loans and receivables.

10 Cash collateral

	31-Dec-11	31-Dec-10
	EUR	EUR
Fixed deposits	<u>157,500,000</u>	<u>935,640,000</u>
	31-Dec-11	31-Dec-10
	EUR	EUR
At beginning of the year	935,640,000	-
Additions during the year	-	945,599,933
Matured during the year	(743,950,000)	-
Foreign exchange movements	(34,190,000)	(9,959,933)
At end of the year	<u>157,500,000</u>	<u>935,640,000</u>

Series 3, 4, 5, and 7 matured during the year. The remaining deposit for Series 6 is held with Abu Dhabi Commercial Bank as at 31 December 2011.

Notes to the financial statements (continued)
For the year ended 31 December 2011

10 Cash collateral (continued)

Details of the nominal values and terms of each fixed deposit for each Series is disclosed below:

Series	Interest rate basis	Fixed rate	Maturity Date	CCY	31-Dec-11 Nominal CCY	31-Dec-10 Nominal CCY
6	Fixed	4.50%	16-Jan-12	AED	750,000,000	750,000,000

Refer to note 19(b) for credit risk disclosure relating to Cash collateral.

11 Other receivables

	31-Dec-11 EUR	31-Dec-10 EUR
Interest receivable on loans and receivables	11,371,901	14,581,093
Other debtors	59,289	117,970
Unpaid share capital	3	3
	<u>11,431,193</u>	<u>14,699,066</u>

All other receivables are current

12 Cash and cash equivalents

	31-Dec-11 EUR	31-Dec-10 EUR
Cash at bank	81,778	42,561
	<u>81,778</u>	<u>42,561</u>

The Company's cash at bank are held with The Bank of New York Mellon (52%), Deutsche Bank AG London (47%) and Bank of Ireland (1%).

Refer to note 19(b) for credit risk disclosure relating to cash and cash equivalents.

13 Debt securities issued

	31-Dec-11 EUR	31-Dec-10 EUR
Debt securities issued	<u>334,922,000</u>	<u>1,107,473,000</u>

The carrying amount of the debt securities as at 31 December 2010 was EUR 50,489,410 (2010: EUR 92,190,700) less than the contractual amount at maturity.

The Company's obligations under the debt securities issued are secured by a combination of loans and receivables and cash collaterals as per notes 9 and 10 respectively.

The investors' recourse per Series is limited to the assets of that particular Series. In the event that accumulated losses prove not to be recoverable during the life of the Company, then this will reduce the obligation to the holders of the debt securities by an equivalent amount.

Refer to note 19(b) for credit risk disclosure relating to debt securities issued.

Movement in debt securities issued

	31-Dec-11 EUR	31-Dec-10 EUR
At beginning of the year	1,107,473,000	72,770,110
New issuances	-	1,038,771,000
Redemption during the year	(743,950,000)	(3,242,266)
Foreign exchange movements	(28,601,000)	(825,844)
At end of year	<u>334,922,000</u>	<u>1,107,473,000</u>

Maturity analysis

	31-Dec-11 EUR	31-Dec-10 EUR
Within 1 year	157,500,000	783,090,000
More than 1 year and less than 2 years	100,282,000	152,550,000
More than 2 years and less than 5 years	-	97,123,000
More than 5 years	77,139,999	74,710,000
	<u>334,922,000</u>	<u>1,107,473,000</u>

Notes to the financial statements (continued)

For the year ended 31 December 2011

13 Debt securities issued (continued)

The debt securities in issue as at 31 December 2011 are as follows:

Series	Interest rate basis	Fixed rate	Maturity Date	CCY	31-Dec-11 Nominal Source CCY	31-Dec-11 Nominal EUR	31-Dec-10 Nominal EUR
2	Fixed	8.40%	10-May-17	USD	100,000,000	77,140,000	74,710,000
3	Fixed	4.20%	28-Jul-11	AED	-	-	223,740,000
4	Fixed	4.20%	11-Aug-11	AED	-	-	162,720,000
5	Fixed	3.85%	26-Oct-11	AED	-	-	305,100,000
6	Fixed	4.50%	16-Jan-12	AED	750,000,000	157,500,000	152,550,000
7	Fixed	4.20%	15-Sep-11	AED	-	-	91,530,000
8	Fixed	8.50%	22-Oct-13	USD	130,000,000	100,282,000	97,123,000

14 Other payables

	31-Dec-11 EUR	31-Dec-10 EUR
Interest payable	11,371,901	14,581,093
Accrued expenses	139,396	154,342
Corporation tax	336	336
Deferred income	-	4,518
	<u>11,511,633</u>	<u>14,740,289</u>

All other payables are current

15 Share capital – equity

	31-Dec-11 USD	31-Dec-10 USD
<i>Authorised:</i>		
10,000,000 ordinary shares of EUR 1 each	10,000,000	10,000,000
<i>Issued and unpaid</i>		
3 ordinary shares of EUR 1 each	3	3

16 Ownership of the Company

The principal shareholder of the Company is Matsack Nominees Limited, Matsack Trust Limited and RAISA Limited who hold 1 share each in the Company. All shares are held in trust for charity under the terms of declarations of trust.

A Board of directors has been appointed at the date of inception to manage the day to day affairs of the Company. The ultimate controlling party of the Company is Deutsche International Finance (Ireland) Limited. However, the Board have concluded that no individual party involved in the structure as identified on page 1 has the power to alter, in any way, the strategic investment objective of the Series as set out in the Series' prospectus. Substantially all the risks and rewards of the Company are transferred to the Noteholders.

17 Transactions with Administrator and related parties

Transactions with Arranger

J.P. Morgan Securities Limited, as Arranger, for each Series, paid the Company USD 500 per Series. In addition, all costs associated with the Company are paid by the Arranger. During the year, a fee of EUR 11,027 (2010: EUR 11,269) relating to administration services and EUR 18,150 (2010: EUR 18,225) relating to audit fees were paid by the Arranger. As at 31 December 2011, no amount relating to these expenses is due by the Arranger.

18 Charges

The debt securities issued by each Series are secured by way of a charge over the collateral purchased by the respective Series and by an assignment of a fixed first charge of the Company's rights, title and interest under respective swap agreements for the Series. All of the financial assets at fair value through profit or loss on the Statement of financial position are held as collateral under each Series. The Charged Assets may comprise bonds, notes, securities, covered bonds, commodities, the benefit of loans, equity interests (including shares and participating income notes), indices, other assets or contractual or other rights, carbon credits, insurance policies, partnership interests, swap rights or credit derivative products all as more particularly specified in the relevant Supplemental Information Memorandum.

19 Financial risk management

Introduction and overview

The Company, a SPV established as a "qualifying company" under section 110 of the Taxes Consolidation Act 1997 (as amended) to issue series of securities and to use the proceeds thereof to acquire collateral. The Company issued the debt securities detailed under note 13 of the financial statements. Part of the proceeds were given as a loan to International Bank of Azerbaijan and the remaining was held as deposit in the ABU Dhabi Commercial Bank.

Notes to the financial statements (continued)

For the year ended 31 December 2011

19 Financial risk management (continued)

Introduction and overview (continued)

The Company has loans and receivables due from International Bank of Azerbaijan. The audited consolidated financial statements (the "financial statements") of the International Bank of Azerbaijan ("IBA") disclose that International Bank of Azerbaijan has made a profit after tax of EUR 19,193,058 (2010 : Loss after tax of EUR 104,529,467). The effective provision rate of IBA against its debtors has decreased to 14.68% (2010: 16.54%). For customers in the Republic of Azerbaijan, IBA has seen the profitability of default decreasing as a result of the improving economic conditions within the country during the year, impacting on the IBA's customers' ability to service their debt obligations. As a result of IBA's management's assessment and the actions being undertaken, management believes that the company will be able to cover its liquidity needs over the next twelve months and beyond.

The Company was set up as a segregated multi issuance SPV which ensures that if one Series defaults, the holders of that Series do not have the ability to reach other assets of the Company, resulting in the Company's bankruptcy and the default of the other Series of Notes. The segregation criteria include the following:

- The Company is a bankruptcy remote SPE, organised in Ireland;
- The Company issues separate Series of debt obligations;
- Assets relating to any particular Series of debt securities are held separate and apart from the assets relating to any other Series;
- For each Series of debt securities, only the trustee are entitled to exercise remedies on behalf of the debt security holders; and
- Each Series of issued debt securities are reviewed by rating agency prior to issuance regardless of whether it is to be rated or not.

The Company is not engaged in any other activities.

Risk management framework

The Board of directors has overall responsibility for the establishment and oversight of the Company's risk management framework.

The Company's risk management policies are established to identify and analyse the risks faced by the Company, to set appropriate risk limits and controls, and to monitor risks and adherence to limits. Risk management policies and systems are reviewed regularly to reflect changes in market conditions and the Company's activities.

The risk profile of the Company is such that market, credit, liquidity and other risks of the loans and receivables are borne fully by the holders of debt securities issued.

The Company has exposure to the following risks from its use of financial instruments:

- (a) Market risk;
- (b) Credit risk; and
- (c) Liquidity risk.

This note presents information about the Company's exposure to each of the above risks, the Company's objectives, policies and processes for measuring and managing risk and the Company's management of capital.

(a) Market risk

Market risk embodies the potential for both loss and gains and includes interest rate risk, currency risk and price risk. The objective of market risk management is to manage and control market risk exposures within acceptable parameters while optimising the returns on risk.

(i) Interest rate risk

Interest rate risk is the risk that the Company does not receive enough interest from the underlying investments to secure interest payments on the Notes. There may be a timing mismatch between payments of interest on the Notes and payments of interest on the financial assets and, in the case of floating rate financial assets, the rates at which they bear interest may adjust more or less frequently, and on different dates and based on different indices than the interest rate of the debt securities.

Notes to the financial statements (continued)
For the year ended 31 December 2011

19 Financial risk management (continued)

(a) Market risk (continued)

(i) Interest rate risk (continued)

The Noteholders are entitled to receive distributions from interest received on the assets to the extent of funds available. All interest received on the underlying collateral portfolio is passed to the Noteholders, therefore the Company does not bear interest rate risk. At the reporting date, the interest rate risk profile of the Company's interest bearing financial instruments was:

31-Dec-11	Floating rate	Fixed rate	Non-interest bearing	Total
	EUR	EUR	EUR	EUR
Loans and receivables	-	48,566,910	-	48,566,910
Cash collateral	-	157,500,000	-	157,500,000
Other receivables	-	-	11,431,193	11,431,193
Cash and cash equivalents	81,778	-	-	81,778
Total assets	81,778	206,066,910	11,431,193	217,579,881
Debt securities issued	-	(334,922,000)	-	(334,922,000)
Other payables	-	-	(11,511,633)	(11,511,633)
Total liabilities	-	(334,922,000)	(11,511,633)	(346,433,633)
Net exposure	81,778	(128,855,090)	(80,440)	(128,853,752)

31-Dec-10	Floating rate	Fixed rate	Non-interest bearing	Total
	EUR	EUR	EUR	EUR
Loans and receivables	-	935,640,000	-	935,640,000
Cash collateral	-	47,135,560	-	47,135,560
Other receivables	-	-	14,699,066	14,699,066
Cash and cash equivalents	42,561	-	-	42,561
Total assets	42,561	982,775,560	14,699,066	997,517,187
Debt securities issued	-	(1,107,473,000)	-	(1,107,473,000)
Other payables	-	-	(14,740,289)	(14,740,289)
Total liabilities	-	(1,107,473,000)	(14,740,289)	(1,122,213,289)
Net exposure	42,561	(124,697,440)	(41,223)	(124,696,102)

Sensitivity analysis

The sensitivity analysis below has been determined based on the Company's exposure to interest rates for interest bearing assets and liabilities (included in the interest rate exposure tables above) at the reporting date and the stipulated change taking place at the beginning of the financial year and held constant throughout the reporting year in the case of instruments that have floating rates.

A 100 basis point increase or decrease represents management's assessment of a reasonably possible change in interest rates.

If interest rates had been 100 basis points higher and all other variables were held constant, the interest income on loans and receivables for the year ended 31 December 2011 would have increased by EUR 2,060,669 (2010: EUR 9,827,756) and the interest expense on the financial liabilities would have increased by EUR 3,349,220 (2010: EUR 11,074,730). A decrease of 100 basis points in interest rates, with all the other variables held constant, would result in an equal but opposite effect on the interest expense.

The Company does not bear any interest rate risk as the interest rate risk associated with the debt securities issued is borne by the Noteholders. Therefore any change in the interest rates would not affect the equity or the Statement of comprehensive income of the Company.

Notes to the financial statements (continued)
For the year ended 31 December 2011

19 Financial risk management (continued)

(a) Market risk (continued)

(ii) Currency risk

Currency risk is the risk which arises due to the assets and liabilities of the Company held in foreign currencies, which will be affected by fluctuations in foreign exchange rates. All debt securities issued are denominated in USD except for Series 6 which are denominated in United Arab Emirates Dirham ("AED").

All of the loans and securities are denominated in USD and all fixed deposits are denominated in AED.

Sensitivity analysis

As all the loans and related securities used to finance their acquisition are denominated in their respective currencies, the Company is not exposed to any foreign exchange risk. Accordingly, no sensitivity analysis is presented.

(iii) Price risk

Price risk is the risk that the value of financial instruments will fluctuate as a result of changes in market prices (other than those arising from interest rate risk or currency risk), whether caused by factors specific to an individual investment, its Company or all factors affecting all instruments traded in the market.

Other price risks may include risks such as equity price risk, commodity price risk, prepayment risk (i.e. the risk that one party to a financial asset will incur a financial loss because the other party repays earlier or later than expected), and residual value risk.

Any changes in the quoted prices would not have any effect on the equity or Statement of comprehensive income of the Company as the financial assets are carried at amortised cost and the Company holds no instruments measured at quoted prices. Therefore no sensitivity analysis is presented.

(b) Credit risk

Credit risk is the risk of the financial loss to the Company if the counterparty to a financial instrument fails to meet its contractual obligations, and arises principally from the Company's assets.

The Company's maximum exposure to credit risk in the event that counterparties fail to perform their obligations as at 31 December 2011 in relation to each class of recognised financial assets is set out below:

	31-Dec-11	31-Dec-10
	EUR	EUR
Loans and receivables	48,566,910	47,135,560
Cash collateral	157,500,000	935,640,000
Other receivables	11,431,193	14,699,066
Cash and cash equivalents	81,778	42,561
	<u>217,579,881</u>	<u>997,517,187</u>

Credit quality of financial assets

The credit quality of loans and receivables that are neither past due nor impaired can be assessed to external credit ratings from rating agencies.

Cash and cash equivalents

The Company's cash and cash equivalents are held mainly with The Bank of New York Mellon, Deutsche Bank AG London and Bank of Ireland which are rated by Standard and Poor's (S&P) as follows:

	31-Dec-11	31-Dec-10
The Bank of New York Mellon	A-1+	AA-
Deutsche Bank AG London	A-1	A-1
Bank of Ireland	B	A-2

The credit quality of loans and receivables that are neither past due nor impaired can be assessed to external credit ratings from rating agency (S&P).

	31-Dec-11	31-Dec-10
	%	%
Not rated	100	100
	<u>100</u>	<u>100</u>

Notes to the financial statements (continued)

For the year ended 31 December 2011

19 Financial risk management (continued)

(b) Credit risk (continued)

Other receivables

Other receivables mainly include income receivable from loans and receivables and cash collaterals held by the Company at the year end. The credit rating and concentration of these loans and receivables and cash collaterals at the reporting date are disclosed above.

None of the investments held are past due or defaulted.

The Notes issued in each Series are limited recourse to the assets in each particular Series and therefore the Noteholders are exposed to the credit risk of the issuers of the loans and receivables and cash collaterals of each Series.

Concentration risk

At the reporting date, the Company's financial assets were concentrated in the following asset types and geographical locations:

By industry	31-Dec-11	31-Dec-10
Types of collaterals	%	%
Cash collateral	76	95
Loans and receivables	24	5
	<u>100</u>	<u>100</u>
By Geographical location	31-Dec-11	31-Dec-10
Country of origin	%	%
Azerbaijan	76	4
United Arab Emirates	24	96
	<u>100</u>	<u>100</u>

The cash collateral is held with Abu Dhabi Commercial Bank Loans and is currently rated at A-1 (2010: A-1) by Standard and Poors. The loans and receivables were made to the International Bank of Azerbaijan which is currently rated Ba2 (2010: Ba1) by Moody's.

(c) Liquidity risk

Liquidity risk is the risk that the Company will encounter difficulty in meeting the obligations associated with its financial liabilities that are settled by delivering cash or another financial asset and thus, the Company will not be able to meet its financial obligations as they fall due.

The Company's approach to managing liquidity is to ensure, as far as possible, that it will always have sufficient liquidity to meet its liabilities when due, under both normal and stressed conditions, without incurring unacceptable losses or risking damage to the Company's reputation.

The Company's obligation to the Noteholders is limited to the net proceeds upon realisation of the collateral of the Series should the net proceeds be insufficient to make all payments due in respect of a particular Series of Notes, the other assets of the Company are not contractually required to be made available to meet payment and the deficit is instead borne by the Noteholders according to the priority of payments mentioned in the agreements.

The timing and amounts from realising the collateral of each Series is subject to market conditions. There were no liquidity issues experienced by the Company in respect to meeting obligations to Noteholders. The Company did not default on any of its contractual commitments during the year.

The following are the contractual maturities of financial assets and liabilities including undiscounted interest payments and excluding the impact of netting agreements:

31-Dec-11	Carrying amount	Gross contractual cash flows	Less than one year	Between one to five years	More than five years
	EUR	EUR	EUR	EUR	EUR
Loans and receivables	48,566,910	227,600,725	15,003,730	133,113,629	79,483,365
Cash collateral	157,500,000	157,810,685	157,810,685	-	-
Cash and cash equivalent:	81,778	81,778	81,778	-	-
Other receivables	11,431,193	11,431,193	11,431,193	-	-
Debt securities issued	(334,922,000)	(385,411,410)	(172,815,753)	(133,113,629)	(79,482,027)
Other payables	(11,511,633)	(11,511,633)	(11,511,633)	-	-
Net amount	(128,853,752)	1,338	-	-	1,338

Notes to the financial statements (continued)
For the year ended 31 December 2011

19 Financial risk management (continued)
(c) Liquidity risk (continued)

31-Dec-10	Carrying amount EUR	Gross contractual cash flows EUR	Less than one year EUR	Between one to five years EUR	More than five years EUR
Loans and receivables	47,135,560	234,962,131	29,062,190	122,644,755	83,255,186
Cash collateral	935,640,000	964,701,570	811,850,649	152,850,921	-
Cash and cash equivalent:	42,561	42,561	42,561	-	-
Other receivables	14,699,066	14,699,066	14,699,066	-	-
Debt securities	(1,107,473,000)	(1,199,663,701)	(840,914,177)	(275,495,676)	(83,253,848)
Other payables	(14,740,289)	(14,740,289)	(14,740,289)	-	-
Net amount	(124,696,102)	1,338	-	-	1,338

20 Accounting categorisation and fair values of financial assets and financial liabilities

	Carrying value		Fair value	
	EUR	EUR	EUR	EUR
<i>At amortised cost</i>	31-Dec-11	31-Dec-11	31-Dec-10	31-Dec-10
Loans and receivables	48,566,910	48,566,910	47,135,560	47,135,560
Cash collateral	157,500,000	157,500,000	935,640,000	935,640,000
Debt securities issued	(334,922,000)	(334,922,000)	(1,107,473,000)	(1,107,473,000)
Cash and cash equivalents	81,778	81,778	42,561	42,561
Other receivables	11,431,193	11,431,193	14,699,066	14,699,066
Other payables	(11,511,633)	(11,511,633)	(14,740,289)	(14,740,289)
	(128,853,752)	(128,853,752)	(124,696,102)	(124,696,102)

The directors are of the opinion that the carrying value of the financial assets and liabilities approximates their fair value.

21 Capital risk management

The Company view the share capital as its capital. The Company is a special purpose vehicle set up to issue debt for the purpose of making investments as defined under the programme memorandum and in each of the Series memorandum agreements. Share capital of EUR 3 was issued in line with Irish Company Law and is not used for financing the investment activities of the Company. The Company is not subject to any other externally imposed capital requirements.

22 Subsequent events

The following events occurred after the year under review:

-The following Series of Notes matured on 16 January 2012:
Series 6 - AED 750,000,000 Deposit Linked Notes due 2012.

-The following Series of Notes were issued following the year end:
Series 9 - USD 200,000,000 Deposit Linked Notes due 2013
Series 10 - USD 85,000,000 Deposit Linked Notes due 2013

-Tom Dolan resigned as director of the Company on 13 February 2012 and was replaced by David McGuinness on same date.

23 Approval of financial statements

The Board of directors approved these financial statements on 4 September 2012.

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