EXECUTION COPY

572343

DATE: August 12, 2004

TO: CALYON

FROM: AIG Financial Products Corp.

SUBJECT: Credit Derivative Transaction

The purpose of this letter agreement is to confirm the terms and conditions of the Credit Derivative Transaction entered into on the Trade Date specified below (the "Transaction") between AIG Financial Products Corp. ("AIG-FP") and CALYON ("Counterparty"). The time at which this Transaction was entered into is available on request. If you have any questions regarding this Transaction please contact Jake Sun, Counsel, AIG Financial Products Corp. This letter agreement constitutes a "Confirmation" as referred to in the Agreement specified below.

This Confirmation is subject to and incorporates the 2003 ISDA Credit Derivatives Definitions, as supplemented by the May 2003 Supplement to such Definitions (as so supplemented, the "Credit Derivatives Definitions"), as published by the International Swaps and Derivatives Association, Inc. ("ISDA").

This Confirmation supplements, forms part of, and is subject to, the 1987 ISDA Interest Rate and Currency Exchange Agreement, dated as of December 10, 1987, as amended and supplemented from time to time (the "Agreement"), between Counterparty and us. Capitalized terms used but not defined in this Confirmation or in the Agreement have the meanings ascribed to them in the Indenture, dated as of August 12, 2004 (the "Indenture"), between Duke Funding VII, Ltd., Duke Funding VII, Inc. and JPMorgan Chase Bank, as trustee, relating to the Reference Obligation.

The terms of the particular Transaction to which this Confirmation relates are as follows:

**1. General Terms:**

| | |
|---|---|
| Trade Date: | August 12, 2004. |
| Effective Date: | August 12, 2004. |
| Scheduled Termination Date: | (i) The sixth day following the Quarterly Distribution Date falling in September 2034, (ii) such earlier date designated by Seller upon (5) Business Days notice following the occurrence of an Adverse Program Amendment (as defined herein), (iii) the date on which the Outstanding Principal Amount has been reduced to zero, or (iv) the Early Termination Date in connection with paragraph (vi) of the provisions on Procedures for Voting, subject, in each case, to the Following Business |

Day Convention. For the avoidance of doubt, no termination payments shall be due by either party in connection with an early termination of this Transaction pursuant to (i), (ii) or (iii) of the preceding sentence (other than amounts that have or will become due on or prior to the Termination Date, including, for the avoidance of doubt, the portion of the structuring fee which is treated as Unpaid Amounts, pursuant to the Structuring Fee Letter).

| | |
|---|---|
| Floating Rate Payer: | AIG-FP ("Seller"). |
| Fixed Rate Payer: | Counterparty ("Buyer"). |
| Calculation Agent: | Seller, and in the case of paragraph (vi) under the provisions "Provisions for Voting" below, Buyer. |
| Calculation Agent City: | New York. |
| Business Day(s): | New York and Paris; provided that for the purpose of determining the Physical Settlement Date, such date must also be a Business Day in any jurisdiction on which financial institutions must be open in order to effect Settlement of the Deliverable Obligation being Delivered. |
| Business Day Convention: | Following (which, subject to Section 1.4 and 1.6 of the Credit Derivatives Definitions, shall apply to any date referred to in this Confirmation, that falls on a day that is not a Business Day). |
| Reference Entity: | Duke Funding VII, Ltd. and Duke Funding VII, Inc., as co-issuers |
| Reference Obligation: | Class I-A1 Senior Secured Floating Rate Notes due 2034.<br>Maturity: September 8, 2034<br>Coupon: LIBOR (as defined in Indenture) + 35 basis points.<br>CUSIP: 264403AA45 |
| Reference Price: | 100% |
| All Guarantees: | Not Applicable. |
| Notional Amount: | Shall equal: |

(i) USD 144,000,000 for the initial Calculation Period; and (ii) with respect to any Calculation Period thereafter an amount equal to (a) 144/382 multiplied by (b) the Outstanding Principal Amount of the Reference Obligation; provided, that the Notional Amount shall not exceed USD 144,000,000 (minus any payment of principal) unless agreed in writing by AIG-FP.

For the purposes hereof, on any particular day

"Outstanding Principal Amount" shall mean the total outstanding principal amount of the Reference Obligation on such day after giving effect to any repayments actually made to the holders of the Reference Obligation on or prior to such day in respect of principal whether or not scheduled.

2. **Fixed Payments:**

| | |
|---|---|
| Fixed Rate Payer Calculation Amount: | The sum of the Notional Amounts for each day during the Fixed Rate Payer Calculation Period, divided by the number of days in such period. |
| Fixed Rate Payer Payment Date: | The 8th day of each March, June, September and December in each year during the Term hereof, commencing December 8, 2004, up to and including the Termination Date. |
| Fixed Rates: | As set forth on Annex A attached hereto. |
| Fixed Rate Day Count Fraction: | Actual/360 |
| Structuring Fee; Additional Payments: | Buyer shall pay to Seller the structuring fee payable pursuant to the letter agreement between the parties dated the date hereof (the "Structuring Fee Letter") on the dates and in the amounts specified therein. The parties agree that payments under the Structuring Fee Letter shall be treated as payments owed under this Transaction for all purposes under the Agreement (but without duplication) and that in the event this Transaction terminates amounts owed by Buyer to Seller under the Structuring Fee Letter shall be treated as Unpaid Amounts. |

3. **Floating Payments**:

| | |
|---|---|
| Floating Rate Payer Calculation Amount: | As of the Physical Settlement Date, an amount equal to the Notional Amount on such date. |
| Conditions to Settlement: | Credit Event Notice<br>Notifying Party: Buyer or Seller<br><br>Notice of Physical Settlement.<br><br>Notice of Publicly Available Information: Applicable, except as |

hereinafter provided.

Public Source(s): Standard Public Sources

Specified Number: Two

For the avoidance of doubt, a Trustee Report relating to the Reference Obligation delivered to Seller shall constitute satisfactory notice of the occurrence of a Credit Event. Accordingly, delivery of such a report shall obviate any and all requirements hereunder relating to Notice of Publicly Available Information.

Credit Events:

The following Credit Event shall apply to the Transaction:

Failure to Pay

Grace Period Extension: Not Applicable

Payment Requirement: USD 1,000.

Obligation:

| | |
|---|---|
| Obligation Category: | Reference Obligation Only. |
| Obligation Characteristics: | Not Applicable. |
| Excluded Obligations: | Not Applicable. |

4. **Settlement Terms** :

| | |
|---|---|
| Settlement Method: | Physical Settlement |
| Settlement Currency: | USD. |
| Physical Settlement Period: | As per Section 8.6 of the Credit Derivatives Definitions, provided that such period shall not exceed 30 Business Days. |

Deliverable Obligations:

| | |
|---|---|
| Deliverable Obligation Category: | Reference Obligation Only. |
| Deliverable Obligation Characteristics: | Not Applicable. |
| Excluded Deliverable Obligations: | Not Applicable. |

Partial Cash Settlement of Consent Required Loans: Not Applicable.

Partial Cash Settlement of Assignable Loans: Not Applicable.

Partial Cash Settlement of Participations: Not Applicable.

Escrow: Not Applicable.

5. Collateral Terms:

Notwithstanding anything to the contrary in the Credit Support Annex, the definition of "Exposure" for purposes of the Credit Support Annex solely in respect of this Transaction shall be determined in accordance with the following formula:

Exposure = OPB * (Max [0, [100% – MV] – T] + IAP)

Where:

OPB = the outstanding principal balance of the Reference Obligation on the relevant Valuation Date (as defined in the Credit Support Annex).

MV = the market value of the Reference Obligation on the relevant Valuation Date (expressed as a percentage of par) as determined by the Valuation Agent; provided, however, that if the other party, in good faith, disagrees with Valuation Agent's determination, Seller and Buyer agree (i) that the determination as to the market value of the Reference Obligation shall be determined by a leading, independent dealer in derivatives selected by agreement between the parties within one Business Day of such disagreement (the "Independent Dealer") whose fees and expenses shall be met equally by both parties, and (ii) if Buyer and Seller are unable to agree on an Independent Dealer, Buyer and Seller shall each elect a leading independent dealer in derivatives and such two dealers shall agree on a third dealer, who shall be deemed to be the Independent Dealer, and (iii) to be bound by the determination of the Independent Dealer.

T = the "Threshold Amount Percentage", as set forth in the table below based on the Seller Rating on the relevant Valuation Date and the Bond Rating of the Reference Obligation on such Valuation Date.

IAP = the "Independent Amount Percentage", as set forth in the table below based on the Seller Rating on the relevant Valuation Date and the Bond Rating of the Reference Obligation on such Valuation Date.

| Seller Rating | | | | | | | |
|---|---|---|---|---|---|---|---|
| Aaa/ AAA | Aa1/ AA+ | Aa2/ AA | Aa3/ AA- | A1/ A+ | A2/ A | A3/ A- | Baa1/ BBB+ |

| Reference Obligation Rating[1] | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | Aaa/ AAA[3] | 12%[4]/ 0%[5] | 8%/ 0% | 8%/ 0% | 6%/ 0% | 4%/ 0% | 2%/ 0% | 0%/ 0% | 0%/ 5% |
| | Aa/ AA[3] | 8%/ 0% | 8%/ 0% | 8%/ 0% | 6%/ 0% | 3%/ 0% | 0%/ 0% | 0%/ 2% | 0%/ 5% |
| | A/A[3] | 7%/ 0% | 6%/ 0% | 6%/ 0% | 3%/ 0% | 0%/ 0% | 0%/ 2% | 0%/ 5% | 0%/10% |
| | Baa1/ BBB+ | 6%/ 0% | 5%/ 0% | 5%/ 0% | 0%/ 0% | 0%/ 2% | 0%/ 5% | 0%/ 10% | 0%/ 25% |
| | Baa2/ BBB and below | 0%/ 0% | 0%/ 0% | 0%/ 0% | 0%/ 2% | 0%/ 5% | 0%/ 10% | 0%/ 25% | 0%/ 30% |

1. The lower of the S&P Rating and the Moody's Rating.
2. The lower of the S&P Rating and the Moody's Rating.
3. The ratings category of Moody's and S&P, respectively.
4. Threshold Amount Percentage.
5. Independent Amount Percentage.

"Moody's Rating": (i) with respect to Seller, the rating then assigned by Moody's to the long-term unsecured and unsubordinated debt obligations of the Credit Support Provider of Seller and (ii) with respect to the Reference Obligation, the ratings then assigned by Moody's to such security.

"S&P Rating": (i) with respect to Seller, the rating then assigned by S&P to the long-term unsecured and unsubordinated debt obligations of the Credit Support Provider of Seller and (ii) with respect to the Reference Obligation, the ratings then assigned by S&P to such security.

6. **Additional Terms:**

Counterparty will use its best efforts to provide AIG-FP with notice of each non-payment of principal and interest by Counterparty with respect to the Reference Obligation (separately identifying the amount of principal and the amount of interest not received) within 5 business days of the date such payment was expected.

7. **Notice and Account Details:**

Contact Details for Notices:

| | | |
|---|---|---|
| Address: | AIG Financial Products Corp.<br>50 Danbury Road<br>Wilton, CT 06897-4444 | |
| Attention: | Chief Financial Officer<br>(with a copy to the General Counsel<br>at the above address) | |
| Facsimile No.: | (203) 222-4780 | Telephone No.: (203) 222-4700 |

Counterparty: As set out in the Swap Agreement.

Account Details:

| | |
|---|---|
| AIG-FP: | The Bank of New York, New York<br>CHIPS ABA 001<br>ABA#: 021000018<br>SWIFT IRVTUS3N<br>A/C: AIG Financial Products<br>A/C #: 8900416084<br>UID 298453 |
| Counterparty: | Citibank NA, NY<br>SWIFT CODE CITIUS33<br>A/C 10924645<br>Fav CALYON BSUIFRPP |
| AIG-FP Settlements: | Carmine Paradiso/Joanne Dulka<br>Wilton, Connecticut<br>Tel: 203-221-4805<br>Fax: 203-222-4780 |
| Counterparty Settlements: | Inquiries regarding payments and/or rate resetting only:<br><br>CALYON<br>9, quai du President Paul Doumer<br>92920 PARIS LA DEFENSE CEDEX<br>FRANCE<br>Attn: M. Jean François Porcu<br>Telephone: (33) (1) 41 89 62 48 |

Facsimile: (33) (1) 41 89 65 68

All other inquiries and Notices send to:

CALYON
9, quai du President Paul Doumer
92920 PARIS LA DEFENSE CEDEX
FRANCE
Attn: M. Jean François Porcu
Telephone: (33) (1) 41 89 62 48
Facsimile: (33) (1) 41 89 65 68

With a Copy to:

CALYON
Broadwalk House, 5 Appold Street
London, EC2A 2DA England
Telephone: (44) 207 214 5000
Facsimile:(44) 207 971 4407
Attn: Head of Legal and Litigation

All inquiries regarding confirmations should be sent to:

CALYON
9, quai du President Paul Doumer
92920 PARIS LA DEFENSE CEDEX
FRANCE
Attn: M. Jean François Porcu
Telephone: (33) (1) 41 89 62 48
Facsimile: (33) (1) 41 89 65 68

8. **Additional Provisions:**

| | |
|---|---|
| Governing Law: | New York. |
| Termination Currency: | USD |
| Documentation: | The Swap Agreement. |
| Credit Support Documents: | The Guarantee of the Credit Support Provider of Seller and the Credit Support Annex. |
| Additional Representations: | Each of the parties hereto represents and warrants to the other that (i) it is acting for its own account, and it has made its own independent decisions to enter into this Transaction and as to whether this Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary, (ii) it is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into this Transaction, it being understood that information and explanations related to the terms and conditions of this Transaction shall not be considered investment advice or a recommendation to enter into this Transaction, (iii) no communication (written or oral) received from the other |

party shall be deemed to be an assurance or guarantee as to the expected results of this Transaction, (iv) it is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts the terms, conditions and risks of the Transaction and it is also capable of assuming, and assumes, the risks of this Transaction, and (v) the other party is not acting as a fiduciary for, or an adviser to, it in respect of this Transaction.

Seller Representations:

Seller represents and warrants to Buyer (as of the Effective Date and the Physical Settlement Date) that it is (i) a "qualified purchaser" within the meaning of Section 3(c)(7) of the Investment Company Act of 1940, as amended, and (ii) a "qualified institutional buyer" as defined in Rule 144A under the Securities Act of 1933, as amended. For the purposes of Section 3 of the Agreement, the Seller agrees that such representation is repeated on each Fixed Rate Payer Payment Date.

Procedures for Voting:

(i) Buyer shall promptly following receipt of any notice from the Trustee (as defined in the Indenture) of any proposed amendment or supplement to either the Terms and Conditions of the Reference Obligation or the Indenture, notify Seller of such proposed amendment or supplement. Seller shall notify (the "Seller Notice") Buyer of any preference of Seller as to Buyer's vote in respect thereof. Seller shall provide the Seller Notice promptly but in any event no later than the later of (x) five Business Days prior to the response date requested by the Trustee and (y) one Business Day following receipt of notice from Buyer.

(ii) If Buyer or its transferee(s) of the Reference Obligation fails to vote in accordance with Seller's preference and the amendment or supplement of either the Terms and Conditions of the Reference Obligation or the Indenture takes effect on or after the Effective Date, which amendment or supplement, in the reasonable judgment of Seller, materially adversely affects Seller's position in respect of this Transaction (an "Adverse Program Amendment"), then subject to the paragraphs below, Seller may give notice to Buyer stating that it has determined that an Adverse Program Amendment has occurred and that it intends to terminate this Transaction in accordance with paragraph (v) below.

(iii) If Buyer in good faith disagrees with Seller's determination that an Adverse Program Amendment has occurred, it shall notify Seller no later than one Business Day following such notification by Seller and if such

disagreement is not resolved within one Business Day thereafter, then Seller and Buyer agree as follows: (A) that the determination as to whether the amendment as described above materially adversely affects Seller shall be determined by a leading independent dealer in derivatives selected by both Buyer and Seller (the "Independent Dealer") the fees and expenses of which shall be borne equally by both parties; (B) if Seller and Buyer do not agree on an Independent Dealer, they shall both select a leading independent dealer in derivatives and those two dealers shall select a third dealer, which shall be deemed to be the Independent Dealer, and (C) that they will be bound by the determination of the Independent Dealer, which shall be communicated to both parties as soon as reasonably practicable and in any event no later than three Business Days following its appointment as Independent Dealer.

(iv) Notwithstanding any of the above provisions, an Adverse Program Amendment shall not occur if (A) Seller by notice to Buyer states that the amendment or supplement is not an Adverse Program Amendment, (B) Seller does not provide a preference for voting at all or does not provide one within the time period specified in clause (i) above, (C) Buyer or its transferee(s) of the Reference Obligation has acted, or refrained from acting, as the case may be, in accordance with Seller's suggestions (and has provided written evidence of the vote, consent or other action of the Buyer or that of such transferee(s), as the case may be, to Seller) and despite such action or inaction of Buyer or its transferee(s) of the Reference Obligation, as applicable, the supplement or amendment has been passed by the Noteholders and does not conform with the preference of Seller in such respect.

(v) If an Adverse Program Amendment has been determined in accordance with paragraphs (i) to (iv) above, Seller shall be entitled to declare by notice to Buyer, within five (5) Business Days of the effective date of the related vote, consent or other action, of its intentions to terminate this Transaction. For the purpose of Section 6 of the Agreement, such occurrence will constitute an Additional Termination Event in respect of this Transaction only (and for the avoidance of doubt no other Transaction outstanding between the parties will terminate as a result thereof) and this Transaction shall be terminated on the Early Termination Date designated in such notice (such Early Termination Date being set no less than two and no more than 10 Business Days following the effective date of such notice). In the event that such a Termination Event is declared pursuant to

this clause (v) no Termination Payment shall be made by either party.

(vi) If no Adverse Program Amendment exists in respect of such amendment or supplement due to the occurrence of the event described in clause (iv)(C) above, Seller shall be entitled to declare by notice to Buyer, within five (5) Business Days of the effective date of the related vote, consent or other action, of its intentions to terminate this Transaction. For the purpose of Section 6 of the Agreement, such occurrence will constitute an Additional Termination Event in respect of this Transaction only (and for the avoidance of doubt no other Transaction outstanding between the parties will terminate as a result thereof) and that this Transaction shall be terminated on the Early Termination Date designated in such notice (such Early Termination Date being set no less than two and no more than 10 Business Days following the effective date of such notice). In such case, a termination payment in respect of this Transaction shall be determined pursuant to Section 6(e) of the Agreement, with Seller as the sole Affected Party and Second Method and Market Quotation applying.

Please confirm that the foregoing correctly sets forth the terms of our agreement with respect to the Transactions by signing in the space provided below and returning a copy of the executed Confirmation to us by facsimile transmission on 203-222-4780, Attention: Carmine Paradiso or Joanne Dulka; telephone: 203-221-4805.

It has been a pleasure working with you on this Transaction, and we look forward to working with you again in the future.

Yours sincerely,
AIG FINANCIAL PRODUCTS CORP.

By:_____
Name: Alan Frost
Title: **Managing Director**

Agreed and Accepted:
CALYON

By:_____
Name:
Title:

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Please confirm that the foregoing correctly sets forth the terms of our agreement with respect to the Transactions by signing in the space provided below and returning a copy of the executed Confirmation to us by facsimile transmission on 203-222-4780, Attention: Carmine Paradiso or Joanne Dulka; telephone: 203-221-4805.

It has been a pleasure working with you on this Transaction, and we look forward to working with you again in the future.

Yours sincerely,
AIG FINANCIAL PRODUCTS CORP.

By:_____
Name:
Title:

Agreed and Accepted:
CALYON

Jean-François PORCU
Back-Office Produits Dérivés
Derivatives Operations

By:_____
Name:
Title:

Laurent MENETRIER
Back-Office Produits Dérivés
Derivative Operations

Annex A

| FIXED RATE PAYER PAYMENT DATE | FIXED RATE |
|---|---|
| Each Fixed Rate Payer Payment Date occurring on or prior to the first anniversary of the Effective Date[1] | 0.02% per annum. |
| Each Fixed Rate Payer Payment Date occurring after the first anniversary of the Effective Date and falling on or prior to the second anniversary of the Effective Date | 0.04% per annum. |
| Each Fixed Rate Payer Payment Date occurring after the second anniversary of the Effective Date and falling on or prior to the third anniversary of the Effective Date | 0.06% per annum. |
| Each Fixed Rate Payer Payment Date occurring after the third anniversary of the Effective Date and falling on or prior to the fourth anniversary of the Effective Date | 0.08% per annum. |
| Each Fixed Rate Payer Payment Date occurring after the fourth anniversary of the Effective Date | 0.11% per annum. |

[1] Or the initial Fixed Rate Payer Payment Date, in the case of a stub initial calculation period.

EXECUTION COPY

August 12, 2004

CALYON
9, quai du President Paul Doumer
92920 PARIS LA DEFENSE CEDEX
FRANCE

Re: Credit Derivative Transaction

Dear Sir/Madam:

Reference is made to the Credit Derivative Transaction entered into under the Confirmation dated as of August 12, 2004 (the "Confirmation") between AIG Financial Products Corp. ("AIG-FP") and CALYON ("Counterparty"). Capitalized terms that are not defined herein shall have the meanings assigned to such terms in the Confirmation.

In connection with structuring the Confirmation, Counterparty agrees to pay to AIG-FP a structuring fee payable on each Payment Date (as set forth in Annex A attached hereto) during the term of the Confirmation in an amount equal to the Structuring Fee for such Payment Date. As used herein, "Structuring Fee" means with respect to a Payment Date the product of (i) the Structuring Fee Rate (as set forth in Annex A attached hereto), (ii) the Fixed Rate Payer Calculation Amount on such day and (iii) the actual number of days from and including the immediately preceding Payment Date (or in the case of the initial Payment Date, the Effective Date (as defined in the Confirmation)) to but excluding such Payment Date divided by 360.

In the event the Credit Derivative Transaction terminates prior to its Scheduled Termination Date, Counterparty agrees to pay to AIG-FP on the Termination Date the positive difference if any between (i) $475,200 (the "Minimum Structuring Fee") and (ii) the sum of (a) all amounts previously paid to AIG-FP hereunder and (b) all amounts paid to AIG-FP as Fixed Payments pursuant to Section 2 of the Confirmation (for the avoidance of doubt, other than the Structuring Fee).

The parties agree that payments owed by Counterparty to AIG-FP hereunder shall be treated as Unpaid Amounts for purposes of the calculation of any Settlement Amount under the Agreement (as defined in the Confirmation).

In addition to the foregoing, the parties agree that this letter agreement:

(i) may be executed by the parties hereto in separate counterparts, each of which shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument;

(ii) may be supplemented, modified or amended by written instrument signed on behalf of each of the parties hereto;

(iii) shall be governed by, and construed in accordance with, the law of the State of New York, and that each party hereto waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or proceeding relating to this letter agreement;

(iv) neither party may assign its rights or obligations hereunder without the prior written consent of the other parties hereto, which consent not to be unreasonably withheld;

(v) along with the relevant provisions of the Confirmation, constitutes the entire agreement among the parties hereto with respect to the matters covered hereby and supersedes all prior agreements and understandings among the parties;

(vi) shall terminate without any further action of the parties hereto upon the termination of the Confirmation.

Very Truly Yours,

AIG FINANCIAL PRODUCTS CORP.

By:_____
Name: Alan Frost
Title: Managing Director

Acknowledged and Agreed:

CALYON, as Counterparty

By:_____
Name:
Title:

(iii) shall be governed by, and construed in accordance with, the law of the State of New York;

(iv) neither party may assign its rights or obligations hereunder without the prior written consent of the other parties hereto, which consent not to be unreasonably withheld;

(v) along with the relevant provisions of the Confirmation, constitutes the entire agreement among the parties hereto with respect to the matters covered hereby and supersedes all prior agreements and understandings among the parties;

(vi) shall terminate without any further action of the parties hereto upon the termination of the Confirmation.

Very Truly Yours,

AIG FINANCIAL PRODUCTS CORP.

By:_____
Name:
Title:

Acknowledged and Agreed:

CALYON, as Counterparty

By:_____
Name: Laurent MENETRIER
Title: Back-Office Produits Dérivés
Derivative Operations

Jean-François PORCU
Back-Office Produits Dérivés
Derivatives Operations

Annex A

| PAYMENT DATE | STRUCTURING FEE RATE |
|---|---|
| Each Fixed Rate Payer Payment Date occurring on or prior to the first anniversary of the Effective Date[1] | 0.09% per annum |
| Each Fixed Rate Payer Payment Date occurring after the first anniversary of the Effective Date and falling on or prior to the second anniversary of the Effective Date | 0.07% per annum |
| Each Fixed Rate Payer Payment Date occurring after the second anniversary of the Effective Date and falling on or prior to the third anniversary of the Effective Date | 0.05% per annum |
| Each Fixed Rate Payer Payment Date occurring after the third anniversary of the Effective Date and falling on or prior to the fourth anniversary of the Effective Date | 0.03% per annum |
| Each Fixed Rate Payer Payment Date occurring after the fourth anniversary of the Effective Date | Zero |

[1] Or the initial Fixed Rate Payer Payment Date, in the case of a stub initial calculation period.