

SCHEDULE

**to the
Master Agreement
dated as of 1**

between

and Banque AIG

("Party A")

("Party B")

Part 1

Termination Provisions

In this Agreement:

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

Section 5(a)(v),	Not Applicable
Section 5(a)(vi),	Not Applicable
Section 5(a)(vii),	Not Applicable
Section 5(b)(iv),	Not Applicable

and in relation to Party B for the purpose of:

Section 5(a)(v):	AIG Financial Products Corp.
Section 5(a)(vi):	Not Applicable
Section 5(a)(vii):	Not Applicable
Section 5(b)(iv):	Not Applicable

- (2) "*Specified Transaction*" will have the meaning specified in Section 14 of this Agreement.
- (3) The "*Cross Default*" provisions of Section 5(a)(vi) will apply to Party A and will apply to Party B.

If such provisions apply:-

"*Specified Indebtedness*" means any obligation (whether present or future, actual or contingent, secured or unsecured, as principal or surety or otherwise) for the payment or repayment of money.

"*Threshold Amount*" means €25,000,000.

- (4) The "*Credit Event Upon Merger*" provisions of Section 5(b)(iv)

will not apply to Party A
and will apply to Party B,

provided that Section 5(b)(iv) shall be amended by (i) inserting after the words "another entity" in the fourth line thereof the words "or another entity consolidates and amalgamates with, or merges with or into, or transfers all or substantially all its assets to X, any Credit Support Provider of X or any applicable Specified Entity of X" and (ii) inserting after the words "transferee entity" and after the words "than that of X" in the fifth line thereof "(after taking account of any applicable Credit Support Document)".

- (5) The "*Automatic Early Termination*" provision of Section 6(a) will not apply to Party A and will not apply to Party B.
- (6) *Payments on Early Termination.* For the purpose of Section 6(e) of this Agreement:-
 - (i) Market Quotation will apply.
 - (ii) The Second Method will apply.

If any amount shall be payable under Section 6(e) to a Defaulting Party, the party owing such amount shall have the right to set off any indebtedness or other financial obligation owed to such party by the Defaulting Party against such amount (but so that nothing in this sentence shall be effective to create a charge or other security interest) and, for that purpose, to convert one currency into another at the rate of exchange at which such party would be able, acting in a reasonable manner and in good faith, to purchase the relevant amount of such currency. This sentence shall be without prejudice and in addition to any right of set-off, combination of accounts, lien or other rights to which any party is at any time otherwise entitled (whether by operation of law, contract or otherwise).

- (7) "*Termination Currency*" means the United States Dollar.

SCHEDULE

**to the 1992 ISDA Master Agreement
dated as of**

between

("Party A")

**BANQUE AIG
("Party B")**

**Part 1
Termination Provisions**

In this Agreement:-

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

Section 5(a) (v),	Not applicable
Section 5(a) (vi),	Not applicable
Section 5(a) (vii),	Not applicable
Section 5(b) (iv),	Not applicable

In relation to Party B for the purpose of:

Section 5(a) (v),	Not applicable
Section 5(a) (vi),	Not applicable
Section 5(a) (vii),	Not applicable
Section 5(b) (iv),	Not applicable

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

(c) The "Cross Default" provisions of Section 5 (a) (vi) of this Agreement will apply to both parties, but shall exclude any payment default that results solely from wire transfer difficulties or an error or omission of an administrative or operational nature (so long as sufficient funds are available to the relevant party on the relevant date), provided that payment is made within three Business Days after such transfer difficulties have been corrected or the error or omission has been discovered.

If such provisions apply:-

"Specified Indebtedness" means any obligation (whether present or future, contingent or otherwise, secured or unsecured as principal or surety or otherwise) for the payment or repayment of money, other than indebtedness in relation to bank deposits received in the normal course of business provided that Party A has the funds available to repay such deposits.

"Threshold Amount" means USD 25,000,000 (including the United States Dollar equivalent of obligations stated in any other currency or currency unit).

- (d) The **"Credit Event Upon Merger"** provisions of Sections 5 (b) (iv) will apply to Party A and Party B.
- (e) The **"Automatic Early Termination"** provisions of Section 6 (a) will apply to Party A and Party B.

Section 6(e)(iii) of this Agreement shall be amended by incorporating the following sub-paragraph at the end thereof:

In addition to, and notwithstanding anything to the contrary in the preceding sub-paragraph of this Section 6(e)(iii), if an Early Termination Date is deemed to have occurred under Section 6(a) as a result of Automatic Early Termination, the Defaulting Party shall fully indemnify the Non-defaulting Party on demand against all expense, loss, damage or liability that the Non-defaulting Party may incur in respect of this Agreement and each Transaction as a consequence of movements in interest rates, currency, exchange rates or Market Quotations between the Early Termination Date and the Local Business Day upon which the Non-defaulting Party first becomes aware that Early Termination Date has occurred under Section 6(a), being a date not later than the date upon which creditors generally of the Defaulting Party receive notice of the occurrence of the relevant Event of Default. The Non-defaulting Party may, acting in good faith and in a reasonable manner, for this purpose convert any expense, loss, damage or liability to the Termination Currency.

- (f) **Payments on Early Termination.** For the purpose of Section 6 (e) of this Agreement:
 - (i) Market Quotation will apply.
 - (ii) The Second Method will apply.

"Termination Currency" means any single currency of any Transaction as may be selected by the party which is not the Defaulting Party or the Affected Party (as the case may be) or, in circumstances where there is more than one Affected Party, such currency of any Transaction as may be mutually agreed between the parties hereto or otherwise, failing such mutual agreement or in the event that such currency is not freely available and convertible, United States Dollars ("US\$").

Part 2 Tax Representations

- (a) **Payer Tax Representations.** For the purpose of Section 3 (e) of this Agreement, Party A and Party B will make the following representation:-

SCHEDULE

to the

Master Agreement

BETWEEN

- (1) **BANQUE AIG** whose registered office is at 46, rue de Bassano, 75008 Paris, France ("Party A"); and
- (2) _____ ("Party B").

Part 1. **Termination Provisions.**

- (a) "**Specified Entity**" means in relation to Party A for the purpose of:-
 - Section 5(a)(v): AIG Financial Products Corp., AIG Financial Products (Australia) Ltd. and AIG Financial Products (Japan) Limited.
 - Section 5(a)(vi): Not applicable
 - Section 5(a)(vii): Not applicable
 - Section 5(b)(iv): Not applicableand in relation to Party B for the purpose of:-
 - Section 5(a)(v): Not applicable
 - Section 5(a)(vi): Not applicable
 - Section 5(a)(vii): Not applicable
 - Section 5(b)(iv): Not applicable
- (b) "**Specified Transaction**" will have the meaning specified in Section 14 of this Agreement.
- (c) The "**Cross Default**" provisions of Section 5(a)(vi):-
 - will apply to Party A
 - will apply to Party B

If such provisions apply:-

“*Specified Indebtedness*” means any obligation (whether present or future, actual or contingent, secured or unsecured, as principal or surety or otherwise) for the payment or repayment of money.

“*Threshold Amount*” means £25,000,000 (or its equivalent in any other currency or currencies).

(d) The “*Credit Event Upon Merger*” provisions of Section 5(b)(iv):-

will apply to Party A

will apply to Party B

provided that Section 5(b)(iv) shall be amended by (i) inserting after the words “another entity” in the fourth line thereof the words “or another entity consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to X, any Credit Support Provider of X or any applicable Specified Entity of X” and (ii) inserting after the words “transferee entity” and after the words “than that of X” in the fifth line thereof the words “(after taking account of any applicable Credit Support Document)”.

(e) The “*Automatic Early Termination*” provision of Section 6(a):-

will apply to Party A

will apply to Party B.

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

(i) Market Quotation will apply.

(ii) The Second Method will apply.

(g) “*Termination Currency*” means Pounds Sterling.

Part 2. Tax Representations

Representations of Party A

(a) *Payer Representations.* For the purpose of Section 3(e) of this Agreement, Party A will make the following representation:-

It is not required by any applicable law, as modified by the practice of any relevant governmental revenue authority, of any Relevant Jurisdiction to make any deduction or withholding for or on account of any Tax from any payment (other than interest under Section 2(e), 6(d)(ii) or 6(e) of this Agreement) to be made by it to the other party under this Agreement. In making this representation, it may rely on (i)