

To: Intesa San Paolo S.p.A.
[•]

Italia

Dear Sirs,

We hereby confirm our full agreement to the proposal contained in your letter to us dated [•] 2016, the full text of which we reproduce below:

“Date: [•] 2016

To: Regione Campania

[•]

(the **Region** or **Party B**)

From: Intesa San Paolo S.p.A.

[•]

(the **Bank** or **Party A**)

Re: Amended and Restated Swap Transaction [OPST0086/87]

AMENDED AND RESTATED SWAP TRANSACTION

Dear Sirs:

The purpose of this letter (this "**Confirmation**") is to confirm the terms and conditions of the swap transaction entered into between us on the Original Trade Date specified below (the "**Transaction**"). This Confirmation constitutes a "Confirmation" as referred to in the ISDA Master Agreement specified below.

This Confirmation amends and restates in its entirety the confirmation signed by the Parties on 7 July 2006 No. [OPST0086/87], as amended on 26 June 2007 by an amendment to the confirmation of a swap transaction (the "**Original Swap**"). Party A and Party B (together also the **Parties** and each a **Party**) have agreed to effect a partial early unwind of the payment obligations under Part 3 and Part 4 (only in relation to payments due under Part 3) of the Original Swap.

The definitions and provisions contained in the 2000 ISDA Definitions (the "**Swap Definitions**"), the 2003 ISDA Credit Derivatives Definitions, as supplemented by the May 2003 Supplement to the 2003 ISDA Credit Derivatives Definitions (the "**Credit Derivatives Definitions**") and together with the 2002 Definitions, also the "**Definitions**"), as published by the International Swaps and Derivatives Association, Inc. ("**ISDA**") are incorporated into this Confirmation. For the purposes of the Swap Definitions, all references to "Swap Transaction" in the Swap Definitions shall be construed to be references to this Transaction. In the event of any inconsistency between the Definitions and this Confirmation, this Confirmation will govern. In the event of any inconsistency between the 2000 Definitions and the Credit Derivatives Definitions, the Credit Derivatives Definitions will govern.

This Confirmation supplements, forms a part of, and is subject to, the ISDA Master Agreement (including the Schedule) dated as of 10 October 2003, as amended and supplemented from time to time (the "**Agreement**"), between you and us. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

The Parties have agreed to achieve such partial unwind by amending the terms of the Original Swap with effect from the Amendment Effective Date (as defined below) in accordance with the detailed provisions set out below subject to payment of a lump sum (the 'Early Termination Fee') calculated in accordance with Annex 1 to this Confirmation, to be paid on[•] 2016 by Party A in favour of Party B

Accordingly, other than the Early Termination Fee, the only obligations of the Parties pursuant to this Transaction on or after the date of Amendment Effective Date will be those specified below.

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

PART 1

1. General Terms:

Party A:	Bank
Party B:	Region
Original Trade Date:	23 June 2006
Original Effective Date:	29 June 2006
Calculation Agent:	Bank
Amended Trade Date:	[•] 2016
Amendment Effective Date:	[•] 2016
Termination Date:	(i) With respect to payment obligations under Part 2 of this Confirmation, 29 June 2026, subject to adjustment in accordance with the Business Day Convention in respect of EUR Floating amounts and EUR Interim Exchange Amount only.
Business Day Convention:	Following

PART 2

1. EUR Fixed Amounts

Business Days:	TARGET Settlement Days and London
EUR Fixed Rate Payer:	Bank
EUR Fixed Rate Payer Calculation Amount:	With respect to each Calculation Period the amount indicated with respect to that Calculation Period in Schedule 1 hereto
Fixed Rate Payer Payment Dates:	27 June in each year from, and including, 27 June 2007 to, and including, the Termination Date, subject to adjustment in accordance with the Business Day Convention with No Adjustment to Period End Dates
EUR Fixed Rate:	4.849%
EUR Fixed Rate Day Count Fraction:	Act/Act ISMA
	The Fixed Amount will be calculated in accordance with Rule 251 of the statutes, by-laws, rules and recommendations of the International Securities market association, as published in April 1999, as applied to straight and convertible bonds issued after December 31, 1998, as though the Fixed Amount were the interest coupon of such a bond.

2. EUR Floating Amounts

Business Days:	TARGET Settlement Days and London
EUR Floating Rate Payer:	Region
EUR Floating Rate Payer Calculation Amount:	With respect to each Calculation Period the amount indicated with respect to that Calculation Period in Schedule 2 hereto
EUR Floating Rate Payer Payment Dates:	27 June in each year from, and including, 27 June 2007 to, and including, the 27 June 2026, subject to adjustment in accordance with the Business Day Convention
EUR Floating Rate Option:	EUR-EURIBOR-TELERATE

Section 7(e) (i) and 7 (e) (iii) of the Definitions shall be amended by replacing on line three “two TARGET Settlement Days” with “fifteen TARGET Settlement Days”

EUR Spread:

0.28%, the sum of EUR Floating Rate and EUR Spread shall be subject to a maximum value equal to the Cap Level and a minimum value equal to the Floor Level.

Designated Maturity:

12 months

Reset Dates:

The last day of each Calculation Period

Floating Rate Day Count Fraction:

Act/360

EUR Cap Level:

With respect to each Calculation Period the amount indicated in the column headed “Cap” with respect to that Calculation Period in Schedule 3 hereto

EUR Floor Level:

With respect to each Calculation Period the amount indicated in the column headed “Floor” with respect to that Calculation Period in Schedule 4 hereto

3. EUR Interim Exchange Amount

EUR Interim Exchange Amount Payer:

Region

EUR Interim Exchange Amount Payment Dates:

Each date set forth in Schedule 5 under the column headed “EUR Interim Exchange Amount Payment Dates” starting from (and including) 27 June 2007 up to (and including) 27 June 2026, subject to adjustment in accordance with the adjusted Business Day Convention.

EUR Interim Exchange Amount:

With respect to each EUR Interim Exchange amount Payment Date, the amount set forth with respect to such date in Schedule 6 under the column headed “EUR Interim Exchange Amounts”

EUR Final Exchanges

4.

Business Days:

TARGET Settlement Days

EUR Final Exchange Amount Payer:

Bank

EUR Final Exchange Amount Payment Date: 27 June, 2026, subject to adjustment in accordance with the Business Day Convention

EUR Final Exchange Amount:

224,920,634.92

PART 3

This Part 3 is terminated as of the Amended Effective Date, in accordance with and subject to the terms and condition of the agreement entered into between the Parties on [•].

PART 4

1. Part 4 General Terms

Business Days:

TARGET and London

Calculation Agent City:

London

Fixed Rate Payer:

Bank

Floating Rate Payer:

Region

Reference Entity:

The Republic of Italy

Reference Obligation:

The obligation identified as follows, and any
Substitute Reference
Obligation:

Primary Obligor: The Republic of Italy

Maturity: [Sept, 27th, 2023]

Coupon: [6,875%]

ISIN Code: [US465410AH18]

All Guarantees:

Applicable

2. Fixed Payments

The consideration for the amounts payable by the
Region to the Bank under this Part 4 of this

Confirmation shall be deemed included in the Bank's payments under Part 2 of this Confirmation

3. Floating Payments

Floating Rate Payer Calculation Amount: On any date during the term of the Transaction, an amount equal to the aggregated amount of the EUR Interim Exchange Amounts paid or due to have been paid up to that date in accordance with the provisions of Part 2 paragraph (3) of this Confirmation

4. Conditions to Settlement

Credit Event Notice

Notifying Party: Bank

Notice of Publicly Available Information: Applicable

Public Sources: Two

Credit Events: The following Credit Events shall apply to this Transaction:

- Failure to Pay

Payment Requirement: Zero

Grace Period extension: Not Applicable

- Restructuring

Default Requirement: Zero

- Repudiation/Moratorium

Obligation Category: Borrowed Money

Obligation Characteristics: Specified Currency: Euro

5. Settlement Terms

Settlement Method: Cash Settlement

Terms relating to Cash Settlement

Valuation Date: Single Valuation Date: the Valuation Date shall, subject to Section 7.7 (a) of the Credit Derivatives Definitions be selected by the Bank in its sole and absolute discretion but shall be on or prior to the thirty-five Business Day after satisfaction of the Condition of Settlement

Valuation Time:	The appropriate time, as selected by the Bank
Cash Settlement Amount:	The Cash Settlement Amount shall be determined in accordance with the provisions of Section 7.3 of the Credit Derivatives Definitions and then adjusted by adding the Unwind Costs (as defined in Part 5 paragraph 9 below)
Quotation Amount:	An amount up to the Floating Rate Payer Calculation Amount as selected by the Bank in its sole and absolute discretion
Quotations:	Excluded Accrued Interest
Dealers:	To be selected by the Bank in consultation with the Region
Valuation Method:	Highest

Following the occurrence of a Credit Event and the satisfaction of the Conditions to Settlement, the Cash Settlement Amount will be paid by the Region to the Bank on the Cash Settlement Date.

For the purposes of this Confirmation:

- (a) Section 2.2(d) of the Credit Derivatives Definitions is deleted.
- (b) Section 7.5(a) of the Credit Derivatives Definitions is hereby amended by deleting the following language from the second and third lines thereof: “with only one Reference Obligation and only one Valuation Date”.

PART 5

1. Additional Termination Events

For the purposes of Section 5(b)(v) of the Agreement, each of the following events shall constitute an Additional Termination Event:

(i) Republic of Italy Credit Event

The occurrence of a Credit Event, in accordance with the provisions of Part 4 of this Confirmation; in which case the Transaction evidenced by this Confirmation shall be the Affected Transaction, the Region shall be the Affected Party and the Cash Settlement Date shall be the Early Termination Date. Upon such an occurrence, without prejudice to the payment obligations under Part 4 of this Confirmation that shall be fulfilled in accordance with the terms of Part 4 above, the rights and obligations of the Parties arising from Part 4 of this Confirmation shall not be taken into account for the purposes of determining the Payments on Early Termination under Section 6(e) of the Agreement.

(ii) Rating Downgrade Events

- (1) Any rating issued or maintained by either Standard & Poor's (a division of The McGraw-Hill Companies, Inc.) and its successors ("**S&P**") or Moody's Investors Service, Inc. and its successors ("**Moody's**") or Fitch Ratings Ltd and its successors ("**Fitch**") or any rating agency substituted for either of them by agreement between Bank and Region (a "**Substitute Agency**") (each a "**Rating Agency**" and together the "**Rating Agencies**") with respect to the long-term, unsecured, unsubordinated debt securities ("**Debt Securities**"), or, in the case of more than one rating by the same Rating Agency, any rating of such Debt Securities, of Bank or Region is below or revised downward below either BBB- in the case of S&P or Ba1 in the case of Moody's, or their respective equivalent ratings issued by a Substitute Agency; or
- (2) S&P and Moody's and Fitch (or a Substitute Agency) have ceased to rate any of the Debt Securities of Region. For the purpose of the foregoing, should Region be rated by more than one Rating Agency, then the lowest of the ratings assigned shall be applicable.

Notwithstanding anything to the contrary, the downgrade event of the Bank under (1) above, shall not apply if the Region finds a replacement third party acceptable to the Bank (the relevant consent of the Bank not to be unreasonable withheld) to which the Bank shall transfer all of its rights and obligations with respect to this Transaction.

For the purpose of the Additional Termination Event under (1) above, either the Region or the Bank shall be the Affected Party with respect to the relevant rating downgrade; for the purposes of the Additional Termination Event under (2) above the Region shall be the Affected Party.

(iii) Failure to deliver the irrevocable payment mandate letter

The Region revokes or amends for any reason the irrevocable payment mandate letter ("*mandato irrevocabile di pagamento*") or such irrevocable payment mandate letter ("*mandato irrevocabile di pagamento*") becomes unenforceable for any reason; or (iii) the Region fails to provide any subsequent Treasurer with the irrevocable payment mandate letter ("*mandato irrevocabile di pagamento*"), as provided under sub-paragraph (7)(iii) "Additional obligation of the Region", below.

(iv) Moratorium

A moratorium is declared on the payment of any Specified Indebtedness of the Region (without regard to Threshold Amount) or the Region commences negotiations with one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness and at the time of such negotiations in the reasonable opinion of the Bank, the creditworthiness of the Region is materially weaker than that of Region at the time of entering into this Transaction.

2. Credit Support Document relating to this Transaction only

The Bank executed an Italian law pledge in favour of the Region on 26 June 2007 (the "**Collateral Document**") in order to secure certain payments obligations of the bank towards the Region under the Original Swap.

For the purposes of the Agreement, the Collateral Document shall be a Credit Support Document in relation to the Bank.

On any date during the Term of the Transaction, the Bank shall maintain the Collateral Document for an overall amount equal to the aggregated amount of the Interim Exchange Amounts effectively paid up to that date by the Region to the Bank, in accordance with the provisions of Part 2 paragraph (3) of this Confirmation.

Such Credit Support Document(s) will automatically expire at the Termination Date.

3. Relationship Between Parties

- (A) Each Party will represent to the other Party on the date on which it enters into this Transaction that (in the absence of a written Agreement between the Parties which expressly imposes affirmative obligations to the contrary for this Transaction):

(a) Non-Reliance

Each Party is acting for its own account, and has made its own independent decisions to enter into this Transaction and the Security Agreement, and such Transaction is appropriate or proper for it based upon its own judgement and upon advice from its own independent professional advisers. Each Party 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 explanation relating to the terms and conditions of this Transaction shall not be considered investment advice or a recommendation to enter into this Transaction. 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.

(b) Assessment and Understanding

Each Party is capable of assessing the merits of and understands (on its own behalf or through independent professional advice), and accepts, the terms, conditions and risks of this Transaction. Each Party is also capable of assuming and assumes the risks of this Transaction.

(c) Status of the Parties

Neither the Bank nor the Region is acting as a fiduciary for or as an adviser to the other in respect of this Transaction.

- (B) The Region further will represent to the Bank on the date on which it enters into this Transaction that (in the absence of a written agreement between the Parties which expressly imposes affirmative obligations to the contrary for this Transaction):

(a) Waiver of Immunity

It is subject to civil and commercial law with respect to its obligations under this Transaction, The execution, delivery and performance of this Transaction by it constitute private and commercial acts carried on *jure gestionis*, rather than government or public acts carried on *jure imperii* and it hereby irrevocably and unconditionally waives any right of immunity from legal action or proceedings (which shall be deemed to include, without limitation, suit, attachment prior to judgement, other attachments, the obtaining of judgement, execution or other enforcement) which it or its assets (irrespective of the use or intended use of such assets) now has or may hereafter acquire.

(b) Non speculation

It is entering into the Transaction for the purposes of managing its borrowings in compliance with Article 41 of Law 448 of 28 December, 2001 as implemented by Article 2 of Decree 389 of 1 December 2003.

(c) Powers

It has the power to execute this Transaction and any other documentation relating to this Transaction to which it is a party, to deliver this Confirmation and any other documentation relating to this Transaction that it is required by this Confirmation to deliver and to perform its obligations under this Transaction and has taken all necessary action and made all necessary determinations and findings to authorise such execution, delivery and performance.

4. Conflict of interests

The Region acknowledges that the Bank or its affiliates may buy or sell instruments identical or economically related to any securities mentioned herein, The Bank or its affiliates may have investment banking or other commercial relationship with the issuer of any security or other financial instrument mentioned here or related thereto. The Bank acknowledges that some or all of the information that it may receive in connection with this Transaction may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation relating to insider dealing which Bank undertakes to comply with. The Bank and its affiliates shall operate in compliance with prevailing securities legislation. Accordingly, in no circumstance shall the Bank have any liability by reason of members of the bank group conducting such other businesses, acting in their own interests or in the interest of other clients in respect of matters affecting the Region or in the interests of the Region.

5. Additional obligation of the Region

The Region has provided its Treasurer, within 30 Business Days from the Original Trade Date, with an irrevocable payment mandate letter, duly served on its Treasurer, creating an irrevocable payment obligation in favour of the Bank and undertakes: (i) to comply with all relevant accounting rules and legislation for the appropriate entries to be made in its accounts according to such rules and legislation for the amounts due under this Transaction, (ii) to instruct the Treasurer to earmark on the Region's revenues specified thereunder the necessary amounts for all payments due under this Transaction, to be communicated in details as soon as known and to pay all amounts owed to the Bank hereunder with priority over any other Region's expenditures other than those preferred by mandatory provisions of law (iii) to provide, as long as the Region has or may have any obligation under this Confirmation, any subsequent Treasurer with the same irrevocable payment mandate letter under (ii) above, and to notify to the Bank any such instruction within 30 Business days from the signature of such payment mandate letter.

6. Set-off clause

- (i) In addition to any rights of set-off a party may have as a matter of law or otherwise, upon the occurrence of an Event of Default with respect of a party ("X") or an Illegality or Credit Event upon Merger where X is the sole Affected Party or an Additional Termination Event, the other party ("Y") will have the right (but will not be obliged) without prior notice to X or any other person to set off any obligation of X owing to Y (whether or not arising under this Agreement, whether or not matured, whether or not contingent and regardless of the currency, place of payment or booking office of the obligation) against any obligation of Y owing to X (whether or not arising under this Agreement, whether or not matured, whether or not contingent and regardless of the currency, place of payment or booking office of the obligation).
- (ii) For the purpose of cross-currency set-off, Y may convert any obligation to another currency at a market rate determined by Y.
- (iii) If an obligation is unascertained, Y may in good faith estimate that obligation and set off in respect of the estimate, subject to the relevant party accounting to the other when the obligation is ascertained.
- (iv) Nothing in this provision will be deemed to create a charge or other security interest.

7. Unwinding Costs

"**Unwinding Costs**" means, with respect to the Bank, the amount that the Calculation Agent reasonably determines in good faith to be that party's total losses and costs (or gain in which case expressed as a negative number) in connection with any hedge or trading position or depositary arrangement in relation to its payment obligations under Part 2(4) of this Confirmation, including any loss of bargain, cost of funding or cost incurred as a result of that party terminating, liquidating, obtaining or re-establishing any hedge or related trading position (or any gain resulting from any of them) that is entered into at any time and in such form and of such type as is selected by such party. For the purposes of this Confirmation (i) if the Unwinding Costs as calculated by the Calculation Agent are a positive number, the Unwinding Costs shall be deemed to be equal to zero; and (ii) if the Unwinding Costs as calculated by the Calculation Agent are a negative number, the Unwinding Costs shall be deemed to be equal to the absolute value of that amount.

8. Early Termination Date and Unwinding Costs

Upon the designation of an Early Termination Date under the Agreement with respect to the Transaction evidenced by this Confirmation, the Unwinding Costs calculates as of that Early Termination Date shall be deemed Unpaid Amounts owing to the Bank for the purposes of Section 6(e) of the Agreement.

PART 6

Account Details

For the purposes of this Transaction payments in respect of the Region and the Bank shall be made to the following accounts:

Accounts details of the Region

At the instruction of the Region, payments are to be made, until and unless instructed otherwise by way of a written communication to the Bank, to:

Currency: EUR

Correspondent Bank: [●]

Swift Address: [●]

Favour:[●]

Account No.: [●]

Accounts details of the Bank

At the instruction of the Bank, payments are to be made, until and unless instructed otherwise by way of written communication to the Region, to:

Currency: EUR

Correspondent Bank: [●]

Swift Address: [●]

Favour:[●]

Account No.: [●]

Please confirm that the foregoing correctly sets forth the terms and conditions of our agreement by executing a copy of this Confirmation and returning it to us or by sending to us a letter or facsimile substantially similar to this letter, which letter or facsimile sets forth the material terms of the Transaction to which this Confirmation relates and indicates your agreement to those terms.

Yours faithfully

For and on behalf of

Intesa San Paolo S.p.A.

By:

Name: [●]

Title: [●]

We confirm our full acceptance and agreement of the foregoing by executing and returning such executed version to you.

For and on behalf of **Regione Campania**

By:

Name: [•]

Title: [•]

ANNEX 1

Early Termination Fee

SCHEDULES

Schedule 1		
Calculation Period		Fixed Rate Calculation Amount
29-Jun-06	29-Jun-07	224,920,634.92
29-Jun-07	29-Jun-08	224,920,634.92
29-Jun-08	29-Jun-09	224,920,634.92
29-Jun-09	29-Jun-10	224,920,634.92
29-Jun-10	29-Jun-11	224,920,634.92
29-Jun-11	29-Jun-12	224,920,634.92
29-Jun-12	29-Jun-13	224,920,634.92
29-Jun-13	29-Jun-14	224,920,634.92
29-Jun-14	29-Jun-15	224,920,634.92
29-Jun-15	29-Jun-16	224,920,634.92
29-Jun-16	29-Jun-17	224,920,634.92
29-Jun-17	29-Jun-18	224,920,634.92
29-Jun-18	29-Jun-19	224,920,634.92
29-Jun-19	29-Jun-20	224,920,634.92
29-Jun-20	29-Jun-21	224,920,634.92
29-Jun-21	29-Jun-22	224,920,634.92
29-Jun-22	29-Jun-23	224,920,634.92
29-Jun-23	29-Jun-24	224,920,634.92
29-Jun-24	29-Jun-25	224,920,634.92
29-Jun-25	29-Jun-26	224,920,634.92

Schedule 2		
Calculation Period		Floating Rate Payer Calculation Amount
29-Jun-06	29-Jun-07	224,920,634.92
29-Jun-07	29-Jun-08	222,798,029.61
29-Jun-08	29-Jun-09	215,278,510.53
29-Jun-09	29-Jun-10	207,405,938.01
29-Jun-10	29-Jun-11	199,163,735.60
29-Jun-11	29-Jun-12	190,534,548.63
29-Jun-12	29-Jun-13	181,500,207.51
29-Jun-13	29-Jun-14	172,041,689.63
29-Jun-14	29-Jun-15	162,139,079.21
29-Jun-15	29-Jun-16	151,771,525.41
29-Jun-16	29-Jun-17	140,917,198.35
29-Jun-17	29-Jun-18	129,553,243.29
29-Jun-18	29-Jun-19	117,655,732.36
29-Jun-19	29-Jun-20	105,199,614.27
29-Jun-20	29-Jun-21	92,158,661.51
29-Jun-21	29-Jun-22	78,505,415.16
29-Jun-22	29-Jun-23	64,211,127.05
29-Jun-23	29-Jun-24	49,245,699.26
29-Jun-24	29-Jun-25	33,577,620.70
29-Jun-25	29-Jun-26	17,173,900.80

Schedule 3			
Calculation Period		Nominal Amount	(Cap) Level
29-Jun-06	29-Jun-07	224,920,634.92	8.28%
29-Jun-07	29-Jun-08	222,798,029.61	8.28%
29-Jun-08	29-Jun-09	215,278,510.53	8.28%
29-Jun-09	29-Jun-10	207,405,938.01	8.28%
29-Jun-10	29-Jun-11	199,163,735.60	8.28%
29-Jun-11	29-Jun-12	190,534,548.63	8.28%
29-Jun-12	29-Jun-13	181,500,207.51	8.28%
29-Jun-13	29-Jun-14	172,041,689.63	8.28%
29-Jun-14	29-Jun-15	162,139,079.21	8.28%
29-Jun-15	29-Jun-16	151,771,525.41	8.28%
29-Jun-16	29-Jun-17	140,917,198.35	8.28%
29-Jun-17	29-Jun-18	129,553,243.29	8.28%
29-Jun-18	29-Jun-19	117,655,732.36	8.28%
29-Jun-19	29-Jun-20	105,199,614.27	8.28%
29-Jun-20	29-Jun-21	92,158,661.51	8.28%
29-Jun-21	29-Jun-22	78,505,415.16	8.28%
29-Jun-22	29-Jun-23	64,211,127.05	8.28%
29-Jun-23	29-Jun-24	49,245,699.26	8.28%
29-Jun-24	29-Jun-25	33,577,620.70	8.28%
29-Jun-25	29-Jun-26	17,173,900.80	8.28%

Schedule 4			
Calculation Period		Nominal Amount	Minimum (Floor) Level
29-Jun-06	29-Jun-07	224,920,634.92	4.75%
29-Jun-07	29-Jun-08	222,798,029.61	4.75%
29-Jun-08	29-Jun-09	215,278,510.53	4.75%
29-Jun-09	29-Jun-10	207,405,938.01	4.75%
29-Jun-10	29-Jun-11	199,163,735.60	4.75%
29-Jun-11	29-Jun-12	190,534,548.63	4.75%
29-Jun-12	29-Jun-13	181,500,207.51	4.75%
29-Jun-13	29-Jun-14	172,041,689.63	5.15%
29-Jun-14	29-Jun-15	162,139,079.21	5.15%
29-Jun-15	29-Jun-16	151,771,525.41	5.15%
29-Jun-16	29-Jun-17	140,917,198.35	5.15%
29-Jun-17	29-Jun-18	129,553,243.29	5.15%
29-Jun-18	29-Jun-19	117,655,732.36	5.15%
29-Jun-19	29-Jun-20	105,199,614.27	5.15%
29-Jun-20	29-Jun-21	92,158,661.51	5.15%
29-Jun-21	29-Jun-22	78,505,415.16	5.15%
29-Jun-22	29-Jun-23	64,211,127.05	5.15%
29-Jun-23	29-Jun-24	49,245,699.26	5.15%
29-Jun-24	29-Jun-25	33,577,620.70	5.15%
29-Jun-25	29-Jun-26	17,173,900.80	5.15%

Schedule 5
Eur Interim Exchange Payment Dates
27-Jun-07
27-Jun-08
27-Jun-09
27-Jun-10
27-Jun-11
27-Jun-12
27-Jun-13
27-Jun-14
27-Jun-15
27-Jun-16
27-Jun-17
27-Jun-18
27-Jun-19
27-Jun-20
27-Jun-21
27-Jun-22
27-Jun-23
27-Jun-24
27-Jun-25
27-Jun-26

Schedule 6	
Eur Interim Exchange Amount Payment Date	Eur interim Exchange Amounts
27-Jun-07	2,122,605.31
27-Jun-08	7,519,519.07
27-Jun-09	7,872,572.53
27-Jun-10	8,242,202.40
27-Jun-11	8,629,186.98
27-Jun-12	9,034,341.12
27-Jun-13	9,458,517.87
27-Jun-14	9,902,610.42
27-Jun-15	10,367,553.81
27-Jun-16	10,854,327.05
27-Jun-17	11,363,955.06
27-Jun-18	11,897,510.94
27-Jun-19	12,456,118.09
27-Jun-20	13,040,952.76
27-Jun-21	13,653,246.35
27-Jun-22	14,294,288.10
27-Jun-23	14,965,427.79
27-Jun-24	15,668,078.56
27-Jun-25	16,403,719.91
27-Jun-26	17,173,900.80

SCHEDULE 7

Early Termination Fee

[•]