

in good faith agree. Upon the execution by you and us of such an agreement, this Confirmation will supplement, form a part of, and be subject to that agreement. All provisions contained or incorporated by reference in that agreement upon its execution will govern this Confirmation except as expressly modified below. Until we execute and deliver that agreement, this Confirmation, together with all other confirmations referring to the ISDA Form confirming transactions entered into between us, shall supplement, form a part of, and be subject to an agreement in the form of the ISDA Form as if we had executed an agreement in such form (but without any Schedule) on the Trade Date of the first such Transaction between us, governed by English law with the Termination Currency being Sterling, and including as Section 6(f) thereof the provisions of Section V(A) of ISDA's User's Guide to the 1992 Master Agreements. In the event of any inconsistency between the provisions of that agreement and this Confirmation, this Confirmation will prevail for the purpose of this Transaction.

Each party represents to the other party that (absent a written agreement between the parties that expressly imposes affirmative obligations to the contrary): -

- (a) **Non-Reliance.** It is acting for its own account, and it has made its own independent decisions to enter into the Transaction and as to whether the Transaction is appropriate or proper based upon its own judgement and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into the Transaction: it being understood that information and explanations related to the terms and conditions of the Transaction shall not be considered investment advice or a recommendation to enter into the 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 the Transaction.
- (b) **Assessment and Understanding.** It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of the Transaction. It is also capable of assuming, and assumes, the risks of the Transaction.
- (c) **Status of Parties.** The other party is not acting as a fiduciary for or an adviser to it in respect of the Transaction.
- (d) **Purpose.** It is entering into the Transaction for the purposes of hedging its assets or liabilities or in connection with a line of business.

We hereby confirm the terms of the Transaction entered into between us:

Trade Date:	January 11, 2008
Trade Status:	New
Option Buyer:	XXXXXX
Option Seller:	Counterparty
Option Type:	USD PUT / GBP CALL
Option Style:	Average Rate
Notional Amount:	GBP 7,000,000
Strike Rate:	1.995 USD per 1 GBP
Average Rate:	See Special Provisions
Effective Date:	January 11, 2008
Expiry Date:	June 30, 2008
Settlement Date:	July 02, 2008
Settlement Amount:	See Special Provisions
Premium Amount:	USD 155,000
Premium Value Date:	January 15, 2008
Calculation Agent:	XXXXXX

Governing Law:

English

Special Provisions

On the Settlement Date the Option Buyer shall receive from the Option Seller an amount (the "Settlement Amount") in USD determined by the Calculation Agent as follows:

$$\text{Settlement Amount} = (\text{Notional Amount}) \times (\text{Average Rate} - \text{Strike Rate})$$

Provided that if the Settlement Amount as determined above is a negative number then no payment shall be made between the Option Buyer and the Option Seller.

Where:

"**Calculation Period**" means, unless otherwise agreed, the period commencing on the Effective Date to and including the Expiration Date

"**Average Rate**" means the arithmetic average of the USD per 1 GBP exchange rate as published on Reuters page 1FED at 10.00am New York Time on each Fixing Date (as defined below). If 1FED is not available the Calculation Agent shall determine the USD per 1 GBP exchange rate the acting in good faith and in a commercially reasonable manner.

"**Fixing Date**" means each Business Day during the Calculation Period.

"**Business Day**" means each day 1FED is published.

2.	ACCOUNT DETAILS
Payments to Counterparty :	Please Advise
3.	OFFICES
XXXXXX:	<u>Address for Notices:</u> XXXXXXXXXX XXXXXXXXXX XXXXXXXXXX
Counterparty:	

The time of dealing will be confirmed by XXXXXX upon written request. XXXXXX is regulated by the Financial Services Authority. XXXXXX is acting for its own account in respect of this Transaction.

Please confirm that the foregoing correctly sets forth all the terms and conditions of our agreement with respect to the Transaction by responding within three (3) Business Days by promptly signing in the space provided below and both (i) faxing the signed copy to XXXXXX, Fax xxxxxxxxxxxxxx, Tel +(44) 20-7773-6242/1700, and (ii) mailing the signed copy to XXXXXX, xxxxxxxxxxxxxxxxxxxxxx xxxxxx, Attention of xxxxxxxx. Your failure to respond within such period shall not affect the validity or enforceability of the Transaction as against you.

For and on behalf of
XXXXXX

For and on behalf of

NAME
Authorised Signatory
Date:

NAME
Authorised Signatory
Date: