

3. Representations: Each party hereby represents, with respect to itself, that:

(i) it has full power and legal right to execute and deliver, and to perform and observe the terms and provisions of this Termination Agreement;

(ii) the execution, delivery and performance of this Termination Agreement have been duly authorized by all necessary action; and

(iii) this Termination Agreement is a legally valid and binding obligation, enforceable against it in accordance with its terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).

4. Definitions: All terms used herein which are defined in the Confirmation of the Transaction referred to herein shall have the meaning stated therein. For these purposes, all references in the Definitions or the Agreement to a "Swap Transaction" shall be deemed to apply to the Transaction referred to herein.

5. Miscellaneous: This Termination Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof.

6. Governing Law: The Transaction and all documentation relating thereto (including, without limitation, this Termination Agreement) shall be governed and construed in accordance with the laws governing the Agreement.

7. Offices:

The Office of DBAG for the Transaction to which this Termination Agreement corresponds is London.

8. Account Details:

Account Details for DBAG:	Standard Settlement Instructions
Account Details for Counterparty:	Standard Settlement Instructions

Confidential

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