

To: Each purchaser of [Euro][Sterling][Australian Dollar]-denominated Notes under the transaction referenced below that will enter into a Swap (each a “**Purchaser**” and collectively, the “**Purchasers**”)

Re: Private Placement Transaction pursuant to the [Note Purchase Agreement] (the “**Note Purchase Agreement**”) to be entered into between [Issuer] and the Purchasers

Ladies and Gentlemen:

We contemplate closing the above-referenced private placement transaction on _____, 20__ (the “**Contemplated Closing Date**”).

Recognizing that the Purchasers will be entering into forward starting cross-currency swaps on an arm’s length basis (“**Swaps**”) in order to fund this private placement transaction, in the event that:

- (a) the transaction does not close on the Contemplated Closing Date (other than, in respect of any Purchaser, due to (i) such Purchaser being unwilling or unable to close on the Contemplated Closing Date, despite the conditions precedent as set out in the Note Purchase Agreement being met or (ii) the failure to fulfil such conditions precedent directly as a result of such Purchaser’s wilful misconduct, bad faith or breach of the terms of the Note Purchase Agreement), or
- (b) there are any changes between the date hereof and the Contemplated Closing Date to the payment terms (including any scheduled payments under the swapped notes) or other information reflected in the Swap as disclosed to us (“**Changed Terms**”),

and, in either case, irrespective of whether a definitive Note Purchase Agreement is executed by the parties prior to the Contemplated Closing Date, we hereby agree to reimburse each Purchaser for any net loss (determined by that Purchaser in accordance with generally accepted financial practice), plus the amount of any related out-of-pocket costs incurred by such Purchaser (including reasonable attorneys’ fees and expenses), in connection with unwinding or otherwise amending such Swaps caused by the cancellation of the transaction or the need to change the effective date from the Contemplated Closing Date or to reflect the Changed Terms.

In the event that (a) the transaction does not close on the Contemplated Closing Date as a result of the conditions precedent set out in the Note Purchase Agreement not being met directly as a result of any Purchaser’s wilful misconduct, bad faith or breach of the terms of the Note Purchase Agreement and (b) the resulting unwinding or otherwise amending of such Swaps results in a net gain to the Purchasers, the Purchasers agree to promptly pay to us such net gain after taking into account related out-of-pocket costs incurred by

the Purchasers (including reasonable attorneys' fees and expenses) in connection with the unwinding or amendment of the Swap as aforesaid.

Each Purchaser may independently enforce its rights under this letter. With respect to any Purchaser, this letter may not be amended, waived or varied without the prior written consent of such Purchaser.

Acceptance of this letter by the Purchasers is hereby waived by us.

This letter shall be construed and enforced in accordance with, and our rights and the rights of the Purchasers shall be governed by, the law of the State of New York excluding choice of law principles of the law of such State that would permit the application of the laws of a jurisdiction other than such State.

Very truly yours,

[ISSUER]

By: _____

Name: _____

Title: _____