

XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

To:
Attn:
Fax No:
From: XXXXXX
Date:
Reference:

AVERAGE STRIKE OPTION CONFIRMATION

The purpose of this facsimile (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between us on the Trade Date specified below (the "Transaction"). This Confirmation supersedes any previous Confirmation or other communication with respect to the Transaction and evidences a complete and binding agreement between us as to the terms of the Transaction. This Confirmation constitutes a "Confirmation" as referred to in the ISDA Master Agreement referred to below.

The definitions and provisions contained in the 2000 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc. ("ISDA")) and the 1998 FX and Currency Option Definitions as published by ISDA, the Emerging Markets Traders Association and The Foreign Exchange Committee (the "FX Definitions", and together with the 2000 Definitions, the "Definitions") are incorporated into this Confirmation. In the event of any inconsistency between this Confirmation and the Definitions or the Agreement, this Confirmation will govern for the purposes of the Transaction. In the event of any inconsistency between the 2000 Definitions and the FX Definitions, the FX Definitions will govern. Capitalised terms used in this Confirmation and not defined in this Confirmation or the Definitions shall have the respective meanings assigned in the Agreement. Each party hereto agrees to make payment to the other party hereto in accordance with the provisions of this Confirmation and of the Agreement.

1. This Confirmation evidences a complete binding agreement between you and us as to the terms of the Transaction to which this Confirmation relates. In addition, you and we agree to use all reasonable efforts promptly to negotiate, execute and deliver an agreement in the form of the ISDA Master Agreement (Multicurrency-Cross Border) (the "ISDA Form"), with such modifications as you and we 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 United States

Dollars, 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 a Currency Option Transaction entered into between us:

| | |
|-------------------------------|-------------------------|
| Trade Date: | October 3 , 2005 |
| Trade Status: | New |
| Trade Medium: | Direct |
| Buyer: | XXXXXXX |
| Seller: | Counterparty |
| Option Style: | European |
| Settlement Type: | Principal |
| Option Type: | GBP Call / JPY Put |
| Call Currency and Amount: | GBP 4,000,000 |
| Put Currency and Amount: | JPY |
| TTM Average Rate: | See Special Provisions |
| Strike Rate: | TTM Average Rate – 0.44 |
| Expiration Date: | October 31, 2005 |
| Expiration Time: | 3:00 p.m. Tokyo |
| Settlement Date: | November 2, 2005 |
| Premium: | JPY 40,000,000 |
| Premium Payment Date: | October 5, 2005 |
| Premium Payment Instructions: | See Account Details |
| Governing Law: | English |
| Calculation Agent: | XXXXXXX |

Special Provisions:

“**TTM Average Rate**” means the arithmetic average of JPY/GBP exchange rates (expressed as the amount of JPY per 1 USD) of The Bank of Tokyo-Mitsubishi fixing rate [“BTMFIX”] on each Fixing Date (as defined below).

“**Fixing Dates**” means each of the dates set out in the column headed [“Fixing Date”] in the table attached to this Confirmation, subject to adjustment in accordance with the Following Business Day Convention.

TTM Average Fixings Schedule

| Fixing Date | Weight | Fixing |
|--------------------|---------------|---------------|
| 03-Oct-05 | 1 | |
| 04-Oct-05 | 1 | |
| 05-Oct-05 | 1 | |
| 06-Oct-05 | 1 | |
| 07-Oct-05 | 1 | |
| 11-Oct-05 | 1 | |
| 12-Oct-05 | 1 | |
| 13-Oct-05 | 1 | |
| 14-Oct-05 | 1 | |
| 17-Oct-05 | 1 | |
| 18-Oct-05 | 1 | |
| 19-Oct-05 | 1 | |
| 20-Oct-05 | 1 | |
| 21-Oct-05 | 1 | |
| 24-Oct-05 | 1 | |
| 25-Oct-05 | 1 | |
| 26-Oct-05 | 1 | |
| 27-Oct-05 | 1 | |
| 28-Oct-05 | 1 | |
| 31-Oct-05 | 1 | |

2. ACCOUNT DETAILS

Payments to Counterparty :

3. OFFICES

XXXXXX:

Address for Notices:
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

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 xxxxxxxxxxxxxxxx xxxxxxxxxxxx and (ii) mailing the signed copy to XXXXXX xxxxxxxx. Your failure to respond within such period shall not affect the validity or enforceability of the Transaction as against you. This facsimile shall be the only documentation in respect of the Transaction and accordingly no hard copy versions of this Confirmation for this Transaction shall be provided unless the Counterparty requests.

For and on behalf of
XXXXXX

For and on behalf of

NAME
Authorised Signatory
Date:

NAME
Authorised Signatory
Date: