The purpose of this document (this "Indicative Termsheet") is to confirm the terms and conditions of the Credit Derivative Transaction entered into between us on the Trade Date specified below (the "Transaction").

This Indicative Termsheet does NOT constitute a "Confirmation".

The definitions and provisions contained in the 1999 ISDA Credit Derivatives Definitions, (the “Credit Derivatives Definitions”), as published by the International Swaps and Derivatives Association, Inc., are incorporated into this Indicative Termsheet.

The terms of the Transaction to which this Indicative Termsheet relates are as follows:
1. General Terms

Trade Date: 29 November 2002
Effective Date: 30 November 2002
Scheduled Termination Date: 30 November 2005
Floating Rate Payer: XYZ Bank (Seller)
Fixed Rate Payer: ABC Bank (Buyer)
Calculation Agent: Seller
Calculation Agent City: London
Business Day Convention: Modified Following (which shall apply to any date referred to in this Confirmation, other than the Effective Date, that falls on a day that is not a Business Day).

Reference Entity: The Government of Japan - OECD Asia Sovereign

Reference Obligation
Primary Obligor: Reference Entity
Guarantor: Not Applicable
Coupon: 2%
Maturity Date: 21 March 2022
ISIN/Cusip Number: JP1200551248
Original Issue Amount: JPY 806,900,000,000
Reference Price: 100%

2. Fixed Payments

Fixed Rate Payer Calculation Amount: USD 10,000,000
Fixed Rate Payer Payment Dates: 28 February 2003 and thereafter each 28 February, 30 May, 30 August and 30 November
Fixed Rate: 0.15 % per annum
Fixed Rate Day Count Fraction: Actual/360

3. Floating Payment
Floating Rate Payer Calculation  
Amount: USD 10,000,000  

**Conditions to Payment:** Credit Event Notice  
Notifying Party: Buyer or Seller  
Notice of Intended Physical Settlement  
Notice of Publicly Available Information: Applicable  
Public Sources: Standard Public Sources .  
Specified Number: Two  

4. **Credit Events**  

The following Credit Events shall apply to this Transaction:  

Failure To Pay  
Grace Period Extension: Not Applicable  
Payment Requirement: USD 1,000,000 (or its equivalent in the relevant Obligation Currency as of the occurrence of the relevant Failure to Pay ).  

Obligation Acceleration  
Repudiation/Moratorium  
Restructuring  

Default Requirement: USD 10,000,000 (or its equivalent in the relevant Obligation Currency as of the occurrence of the relevant Credit Event).
5. Settlement Terms

Settlement Method: Physical Settlement

*Physical Settlement Terms*

Physical Settlement Period: 30 Business Days

Portfolio: Exclude Accrued Interest

**Deliverable Obligations:**

- **Category:** Bond or Loan

- **Characteristics:**
  - Specified Currency (Standard Specified Currencies)
  - Consent Required Loan
  - Assignable Loan
  - Not Bearer
  - Not Contingent
  - Transferable
  - Maximum Maturity 30 Years

Excluded Deliverable Obligations: Not Applicable
Partial Cash Settlement of Loans: Not Applicable

Escrow: Applicable

6. **Dispute Resolution** Section 10.2 of the Credit Derivatives Definitions shall apply

7. **Offices**

Flooting Rate Payer: (Seller) London

Fixed Rate Payer: (Buyer) London