

Master Swap Agreement

Central Ura to US Dollars

Dated as of

(The Effective Date)

This Central Ura to US Dollar Master Swap Agreement (“Master Swap Agreement”) is between **Neshuns Corporation Inc** (“NCI”) and **ABC Commercial Bank** (“Counterparty”) (together, the parties), dated as of and takes effect from (the “Effective Date”).

WHEREAS the parties wish to set out the terms and conditions that will apply to all arrangements to purchase and subsequently repurchase Central Ura (“URA”) and US Dollars (USD”) from each other to provide liquidity in a standing arrangement.

NOW, THEREFORE, the parties agree to the following Master Swap Agreement and that the implementation of this Master Swap Agreement shall be governed by the terms and conditions set forth herein.

1. Commitments by the Parties to Purchase and Repurchase Currency.

- (a) The Counterparty agrees to Sell USD to NCI and to purchase URA from NCI using a spot transaction, with a simultaneous agreement by the Counterparty to sell URA to the NCI and to purchase USD from NCI on the maturity date of such Swap Transaction (the “Maturity Date”) using a forward transaction.
- (b) The Purchases and subsequent repurchases under this Master Swap Agreement shall be referred to collectively as “SWAP Transactions” and individually as a “SWAP Transaction”.
- (c) The Parties agree, at such time as they mutually agree, to enter into SWAP Transactions provided that (i) NCI must receive at least one (1) Business day’s (defined below) prior notice before the proposed Value Date (defined below) of a proposed SWAP Transaction (except for any overnight SWAP Transaction, for which the NCI must receive notice before 8:00 am New York time on the day the Counterparty wishes to enter into any overnight SWAP Transaction) and (ii) All SWAP Transactions will have a maximum of 88 days or as otherwise agreed upon by the parties. The parties may agree to waive or modify either or both conditions (i) and (ii).
- (d) The term “Value Date” means the day that the NCI advances URA to the Counterparty.

- (e) The term “Business Day” means a day (other than Sunday or Saturday) when banks are open for business in New York.

2. Establishment of NCI Account on the Books of the Counterparty.

- (a) For purposes of implementing this Master Swap Agreement, the Counterparty will open or has opened an account in the name of NCI (the “NCI Account”), which account shall be used solely in connection with the implementation of this Master Swap Agreement and for the transfer of the URA received under this Master Swap Agreement.
- (b) No payment instructions shall be executed in connection with the NCI Account other than those executed in connection with the implementation of this Master Swap Agreement and for the transfer of the URA received under this Master Swap Agreement.
- (c) No intra-day or overnight Swap Transaction shall be granted by the Counterparty in respect of the NCI Account.

3. Establishment of Counterparty Account on the Books of NCI.

- (a) For purposes of implementing this Master Swap Agreement, NCI will open or has opened an account in the name of the Counterparty (the “Counterparty Account”), which account shall be used solely in connection with the implementation of this Master Swap Agreement and for the transfer of the USD received under this Master Swap Agreement.
- (b) No payment instructions shall be executed in connection with the Counterparty Account other than those executed in connection with the implementation of this Master Swap Agreement and for the transfer of the USD received under this Master Swap Agreement.
- (c) No intra-day or overnight Swap Transaction shall be granted by NCI in respect of the Counterparty Account.

4. Exchange Rate and Fee Determination.

- (a) The URA/USD exchange rate (the “Exchange Rate”) that shall apply to (i) each purchase of URA and USD under this Master Swap Agreement, (ii) each repurchase of URA and USD under this Master Swap Agreement, shall be at the prevailing market spot exchange rate as mutually agreed upon by the parties. The exact exchange rate (i.e., the rate of the spot leg) shall be applied to both the spot and forward legs of the same SWAP Transaction.
- (b) The NCI shall pay a fee to the Counterparty in respect of the USD it purchases under each SWAP Transaction. Except as otherwise agreed upon by the parties, the fee will be a USD

amount equal to the USD amount (defined below) multiplied by a rate (the “NCI Rate”) (rounded to 4 digits after the decimal point) to be agreed by the parties at the initiation of a SWAP Transaction (the “Fee”). The Fee shall be calculated on a 360-day basis on the actual number of from, and including, the Value Date to, but excluding the Maturity Date. On the Maturity Date, the Fee shall be paid by the NCI to the Counterparty in USD, and the Counterparty will debit the Fee from the NCI Account.

- (c) There shall be no interest or fee payable by the Counterparty in respect of any portion of any SWAP Transaction. The Counterparty shall hold the URA portion of such SWAP Transaction at NCI, in the non-interest-bearing NCI Account.

5. Transaction Procedures.

- (a) When either Party may desire to initiate a SWAP Transaction, the Parties will agree on the following terms of each SWAP Transaction using mutually agreed upon by the Parties.
 - (i) The amount of USD to be purchased by NCI (the “USD Amount”) and based on the applicable Exchange Rate, the amount of URA to be purchased by the Counterparty (the “URA Amount”);
 - (ii) Value Date;
 - (iii) Exchange Rate;
 - (iv) NCI Rate;
 - (v) Maturity Date; and
 - (vi) Fee (calculated per Section 4 (b) above).
- (b) Once the Parties have agreed on the terms described in Section 5 (a) above the Parties shall confirm their agreement without delay by means mutually agreed upon by the Parties.
- (c) On the Value Date, the USD Amount will be credited to the NCI Account, and the URA Amount will be credited to the Counterparty Account.
- (d) On the Maturity Date, the USD Amount plus any Fee shall be repaid by NCI to the Counterparty through the Counterparty Account.
- (e) On the Maturity Date, the URA Amount, without any return thereon, shall be repaid by the Counterparty to NCI through the NCI Account.
- (f) Each Party shall provide the other Party with a statement of account concerning every movement on the other Party’s account in relation to this Master Swap Agreement.

6. Rollover and Set-off.

- (a) Rollover: If NCI does not repay in full the USD Amount and Fee due under a SWAP Transaction on the Maturity Date, the Parties agree to rollover any shortfall including the Fee owing in respect of the shortfall into a new overnight SWAP Transaction (the “Rollover SWAP Transaction”) with a USD Amount equal to the shortfall plus any Fee in respect of the shortfall. The portion of the maturing SWAP Transaction that is not repaid shall be cancelled and replaced by a Rollover SWAP Transaction, and the Rollover SWAP Transaction shall be a SWAP Transaction under this Master Swap Agreement. In such a case, NCI shall credit the URA equivalent of such shortfall (plus any Fee owing in respect of the shortfall) in the Counterparty Account as soon as possible and not later than the day on which the banks are open in New York. The NCI grants the Counterparty authority to invoke a Rollover SWAP Transaction on its behalf to cover any shortfall of Maturity (and Fee) payments on any given day. The additional drawdown for the Rollover SWAP Transaction will not exceed the total amount (and Fee) maturing on that day. The Exchange Rate and the NCI Rate for any Rollover SWAP Transaction shall be the same respective rates on the maturing SWAP Transaction that experienced a shortfall. All amounts due under a Rollover SWAP Transaction shall be paid on the maturity of the Rollover SWAP Transaction.
- (b) Set-off: Notwithstanding Section 6 (a), if at any time NCI fails to fulfil its payment obligations under this Master Swap Agreement with respect to a SWAP Transaction on the applicable Maturity Date, the Counterparty is authorized to set off any obligation that it may owe to NCI with respect to such SWAP Transaction against the corresponding URA held by the Counterparty in respect of such SWAP Transaction in the NCI Account according to Section 5 (c). The Parties shall use prevailing market rates (as reasonably determined by the Counterparty) applicable on the same day as any set-off calculation to be performed.

7. Warranties.

- (a) Authority: Except as otherwise provided herein, each of the Parties warrants and represents that it has the full power and authority to enter and perform its obligations under this Master Swap Agreement.
- (b) Covenant to Inform: If there is any change in law, act, or other change of fact or circumstance as a result of which one of the Parties is not able to perform all of its obligations under this Master Swap Agreement, such Party shall inform the other Party as soon as reasonably practicable of such change in law, act, or other change of fact or circumstance and the steps that it plans to

take in response.

- (c) Repetition: On each occasion that a SWAP Transaction is entered into under this Master Swap Agreement, the warranties set out in Section 7 shall be deemed to be repeated.

8. Termination.

- (a) The Parties may, at any time, mutually agree to terminate any SWAP Transaction or any portion of any SWAP Transaction entered under this Master Swap Agreement before the Maturity Date for that SWAP Transaction. In case of any such early termination of a SWAP Transaction, the amounts payable at the early maturity of the SWAP Transaction shall be adjusted, as agreed between the Parties, and such adjusted amounts shall be confirmed without delay by a means mutually agreed upon by the Parties.
- (b) The Parties may, at any time, mutually agree to terminate this Master Swap Agreement or either Party may unilaterally terminate this Master Swap Agreement with six (6) months prior written notice to the other Party.
- (c) At such time that this Master Swap Agreement is terminated for any reason, the terms and conditions of this Master Swap Agreement and any outstanding SWAP Transaction shall continue to apply until all the amounts owed by either Party under this Master Swap Agreement have been repaid in full.

9. Communications.

- (a) All communications shall be in English unless the Parties otherwise agree in writing. Any notice, request, document, or communication submitted by a Party under this Master Swap Agreement shall be in the form of a record (including a telephone call recorded by the Party making the call), shall refer to this Master Swap Agreement, and shall be deemed fully given or sent delivered or made to the other Party per the contact details that will be provided separately by each Party.
- (b) The contact details may be changed by a Party upon written notice (including by e-mail) to the other Party.

10. Recording.

- (a) The Parties agree that each may electronically record all telephone conversations between them with respect to this SWAP Transaction.

11. Survival of Covenants.

- (a) All covenants, agreements, and warranties made herein shall survive after the execution and delivery of this Master Swap Agreement and shall remain in full force and effect until repayment in full of all amounts owed according to this Master Swap Agreement.

12. Counterparts and Effective Date.

- (a) This Master Swap Agreement may be executed in counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute but the same instrument.
- (b) This Master Swap Agreement replaces and supersedes any prior Master Swap Agreement between the Parties dated before the Effective Date of this Master Swap Agreement, as amended from time to time, and shall become effective as of the Effective Date of this Master Swap Agreement.

IN WITNESS WHEREOF, this Master Swap Agreement is signed and executed by the representatives of the Parties as of the Effective Date.

Signed on behalf of **ABC Commercial Bank**

by its authorized representative

in the presence of:

Signed on behalf of **Neshuns Corporation Inc**

by its authorized representative

in the presence of: