

Place & Date of Issue:

Reference Number of

Principal Amount :

Against this Promissory Note we ....., a financial institution organized under the laws of the ..... and with offices at .....(the "Issuer") hereby irrevocably and unconditionally promise to pay to the order of Credit Europe Bank N.V. (the "Bank") including any successor, assignee or endorsee thereof, (the "Holder") the principal sum of effective ..... on ..... (The Maturity Date") We also unconditionally promise to pay to the Bank or Holder interest on the following dates ..... (each an "Interest Payment Date") at an interest rate which is the aggregate of the six months EURO LIBOR rate plus ..... per annum margin. LIBOR shall refer to the "London Inter Bank Offered Rate" as quoted on Reuters page LIBOR01, as fixed at 11.00 a.m. London time, for each period, two business days prior to commencement of each six month interest period as set by the bank or the Holder. Interest shall be calculated on the principal sum on the number of actual days elapsed since the issue date or, as the case may be since the last Interest Payment Date, and on a 360 day basis.

In the event that principal and/or interest are not paid on the Maturity date and/or Interest Payment date (each, a "Due date"), then default interest shall be paid from the Due Date to the date good funds are received by the Bank or Holder at the applicable LIBOR quoted on the Interest Payment Date/ Maturity Date, plus 3.0%per annum. Interest shall be computed on the basis of actual days elapsed over a year consisting of 360 days.

If the Issuer fails to pay any amount of interest and/or principal due under this Promissory Note on the Due Date, then the Bank or the Holder of this Promissory Note may declare any outstanding balance immediately due and payable.

If payment of principal and/or interest under this promissory Note falls due on a day which is not a business day in New York, London and/or Amsterdam, such Due Date shall be extended to the next following business day and interest shall accrue and be payable for the period of such extension. Pre-payment is not permitted under this note.

Effective payment to be made in EUROS without set-off or counterclaim and shall be free and clear of and without deduction or withholding for any tax, impost, levies present or future of any nature. If the Issuer is required by law to deduct or withhold any tax, levy, duties or impost from or in respect of the sum payable hereunder, the sum payable shall be increased as necessary so that after making all required deductions and withholdings, the Bank or the Holder of this Promissory Note receives an amount equal to the sum it would have received had no such deductions or withholdings been made.

We confirm that all necessary governmental consents and approvals have been obtained and have been and will be complied with and are and will be in full force and effect for the valid issuance of this Promissory Note to enable payments of principal and interest to be made to the Bank or the Holder on the due Dates.

The second page of Floating Interest Rate Promissory Note No:

The Issuer waives diligence, presentment, demand, protest notice or non-payment notice, dishonor and any other notice whatsoever with respect to this Promissory Note.

The failure of the bank or Holder to exercise any of its rights hereunder in any instance shall not constitute a waiver such rights in that or in any other instance. The Issuer agrees to pay on demand all reasonable and documented costs and expenses of the Bank or Holder that are incurred in connection with the enforcement of this Promissory note, including, without limitation, reasonable and documented attorney fees and expenses related thereto.

This Promissory Note constitutes a direct, unconditional and unsecured obligation of the Issuer ranking at least pari passu with all other unsecured and unsubordinated obligations of the Issuer resulting from any borrowings or guarantees, except for obligations accorded preference by mandatory provisions of law in the State of New York.

This Promissory Note is governed by and is to be construed in accordance with the laws of the ..... without regard to its doctrine of conflict of laws. The Issuer, by its execution hereof, (i) agrees that any legal suit, action or proceeding arising from or related to this Note may be instituted ..... (ii) waives any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding; and (iii) irrevocably submits to the jurisdiction of any such court in any such suit, action or proceeding.

#### FOR VALUE RECEIVED

This promissory note and any interest are payable against: claims to be made at

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For and on behalf of

.....

\_\_\_\_\_  
(Authorised signatory)

Name:

Title:

\_\_\_\_\_  
(Authorised signatory)

Name:

Title: