



Master Repurchase Agreement

DATED AS OF NOVEMBER 20, 2001

BETWEEN:

UMB BANK, N.A. ("TRUSTEE")

AND

CDC FUNDING CORP. ("CDCFC")

1. Applicability

From time to time the parties hereto may enter into transactions in which one party ("Seller") agrees to transfer to the other ("Buyer") securities or other assets ("Securities") against the transfer of funds by Buyer, with a simultaneous agreement by Buyer to transfer to Seller such Securities at a date certain or on demand, against the transfer of funds by Seller. Each such transaction shall be referred to herein as a "Transaction" and, unless otherwise agreed in writing, shall be governed by this Agreement, including any supplemental terms or conditions contained in Annex I hereto and in any other annexes identified herein or therein as applicable hereunder.

2. Definitions

- (a) "Act of Insolvency", with respect to any party, (i) the commencement by such party as debtor of any case or proceeding under any bankruptcy, insolvency, reorganization, liquidation, moratorium, dissolution, delinquency or similar law, or such party seeking the appointment or election of a receiver, conservator, trustee, custodian or similar official for such party or any substantial part of its property, or the convening of any meeting of creditors for purposes of commencing any such case or proceeding or seeking such an appointment or election, (ii) the commencement of any such case or proceeding against such party, or another seeking such an appointment or election, or the filing against a party of an application for a protective decree under the provisions of the Securities Investor Protection Act of 1970, which (A) is consented to or not timely contested by such party, (B) results in the entry of an order for relief, such an appointment or election, the issuance of such a protective decree or the entry of an order having a similar effect, or (C) is not dismissed within 15 days, (iii) the making by such party of a general assignment for the benefit of creditors, or (iv) the admission in writing by such party of such party's inability to pay such party's debts as they become due;
- (b) "Additional Purchased Securities", Securities provided by Seller to Buyer pursuant to Paragraph 4(a) hereof;
- (c) "Buyer's Margin Amount", with respect to any Transaction as of any date, the amount obtained by application of the Buyer's Margin Percentage to the Repurchase Price for such Transaction as of such date;
- (d) "Buyer's Margin Percentage", with respect to any Transaction as of any date, a percentage (which may be equal to the Seller's Margin Percentage) agreed to by Buyer and Seller or, in the absence of any such agreement, the percentage obtained by dividing the Market Value

of the Purchased Securities on the Purchase Date by the Purchase Price on the Purchase Date for such Transaction;

- (e) "Confirmation", the meaning specified in Paragraph 3(b) hereof;
- (f) "Income", with respect to any Security at any time, any principal thereof and all interest, dividends or other distributions thereon;
- (g) "Margin Deficit", the meaning specified in Paragraph 4(a) hereof;
- (h) "Margin Excess", the meaning specified in Paragraph 4(b) hereof;
- (i) "Margin Notice Deadline", the time agreed to by the parties in the relevant Confirmation, Annex I hereto or otherwise as the deadline for giving notice requiring same day satisfaction of margin maintenance obligations as provided in Paragraph 4 hereof (or, in the absence of any such agreement, the deadline for such purposes established in accordance with market practice);
- (j) "Market Value", with respect to any Securities as of any date, the price for such Securities on such date obtained from a generally recognized source agreed to by the parties or the most recent closing bid quotation from such a source, plus accrued Income to the extent not included therein (other than any Income credited or transferred to, or applied to the obligations of, Seller pursuant to Paragraph 5 hereof) as of such date (unless contrary to market practice for such Securities);
- (k) "Price Differential", with respect to any Transaction as of any date, the aggregate amount obtained by daily application of the Pricing Rate for such Transaction to the Purchase Price for such Transaction on a 360-day-per-year basis for the actual number of days during the period commencing on (and including) the Purchase Date for such Transaction and ending on (but excluding) the date of determination (reduced by any amount of such Price Differential previously paid by Seller to Buyer with respect to such Transaction);
- (l) "Pricing Rate", the per annum percentage rate for determination of the Price Differential;
- (m) "Prime Rate", the prime rate of U.S. commercial banks as published in The Wall Street Journal (or, if more than one such rate is published, the average of such rates);
- (n) "Purchase Date", the date on which Purchased Securities are to be transferred by Seller to Buyer;
- (o) "Purchase Price", (i) on the Purchase Date, the price at which Purchased Securities are transferred by Seller to Buyer, and (ii) thereafter, except where Buyer and Seller agree otherwise, such price increased by the amount of any cash transferred by Buyer to Seller pursuant to Paragraph 4(b) hereof and decreased by the amount of any cash transferred by Seller to Buyer pursuant to Paragraph 4(a) hereof or applied to reduce Seller's obligations under clause (ii) of Paragraph 5 hereof;
- (p) "Purchased Securities", the Securities transferred by Seller to Buyer in a Transaction hereunder, and any Securities substituted therefor in accordance with Paragraph 9 hereof. The term "Purchased Securities" with respect to any Transaction at any time also shall include Additional Purchased Securities delivered pursuant to Paragraph 4(a) hereof and shall exclude Securities returned pursuant to Paragraph 4(b) hereof;
- (q) "Repurchase Date", the date on which Seller is to repurchase the Purchased Securities from Buyer, including any date determined by application of the provisions of Paragraph 3(c) or 11 hereof;

- (r) "Repurchase Price", the price at which Purchased Securities are to be transferred from Buyer to Seller upon termination of a Transaction, which will be determined in each case (including Transactions terminable upon demand) as the sum of the Purchase Price and the Price Differential as of the date of such determination;
- (s) "Seller's Margin Amount", with respect to any Transaction as of any date, the amount obtained by application of the Seller's Margin Percentage to the Repurchase Price for such Transaction as of such date;
- (t) "Seller's Margin Percentage", with respect to any Transaction as of any date, a percentage (which may be equal to the Buyer's Margin Percentage) agreed to by Buyer and Seller or, in the absence of any such agreement, the percentage obtained by dividing the Market Value of the Purchased Securities on the Purchase Date by the Purchase Price on the Purchase Date for such Transaction.

3. Initiation; Confirmation; Termination

- (a) An agreement to enter into a Transaction may be made orally or in writing at the initiation of either Buyer or Seller. On the Purchase Date for the Transaction, the Purchased Securities shall be transferred to Buyer or its agent against the transfer of the Purchase Price to an account of Seller.
- (b) Upon agreeing to enter into a Transaction hereunder, Buyer or Seller (or both), as shall be agreed, shall promptly deliver to the other party a written confirmation of each Transaction (a "Confirmation"). The Confirmation shall describe the Purchased Securities (including CUSIP number, if any), identify Buyer and Seller and set forth (i) the Purchase Date, (ii) the Purchase Price, (iii) the Repurchase Date, unless the Transaction is to be terminable on demand, (iv) the Pricing Rate or Repurchase Price applicable to the Transaction, and (v) any additional terms or conditions of the Transaction not inconsistent with this Agreement. The Confirmation, together with this Agreement, shall constitute conclusive evidence of the terms agreed between Buyer and Seller with respect to the Transaction to which the Confirmation relates, unless with respect to the Confirmation specific objection is made promptly after receipt thereof. In the event of any conflict between the terms of such Confirmation and this Agreement, this Agreement shall prevail.
- (c) In the case of Transactions terminable upon demand, such demand shall be made by Buyer or Seller, no later than such time as is customary in accordance with market practice, by telephone or otherwise on or prior to the business day on which such termination will be effective. On the date specified in such demand, or on the date fixed for termination in the case of Transactions having a fixed term, termination of the Transaction will be effected by transfer to Seller or its agent of the Purchased Securities and any Income in respect thereof received by Buyer (and not previously credited or transferred to, or applied to the obligations of, Seller pursuant to Paragraph 5 hereof) against the transfer of the Repurchase Price to an account of Buyer.

4. Margin Maintenance

- (a) If at any time the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Buyer is less than the aggregate Buyer's Margin Amount for all such Transactions (a "Margin Deficit"), then Buyer may by notice to Seller require Seller in such Transactions, at Seller's option, to transfer to Buyer cash or additional Securities reasonably acceptable to Buyer ("Additional Purchased Securities"), so that the cash and aggregate Market Value of the Purchased Securities, including any such Additional Purchased Securities, will thereupon equal or exceed such

aggregate Buyer's Margin Amount (decreased by the amount of any Margin Deficit as of such date arising from any Transactions in which such Buyer is acting as Seller).

- (b) If at any time the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Seller exceeds the aggregate Seller's Margin Amount for all such Transactions at such time (a "Margin Excess"), then Seller may by notice to Buyer require Buyer in such Transactions, at Buyer's option, to transfer cash or Purchased Securities to Seller, so that the aggregate Market Value of the Purchased Securities, after deduction of any such cash or any Purchased Securities so transferred, will thereupon not exceed such aggregate Seller's Margin Amount (increased by the amount of any Margin Excess as of such date arising from any Transactions in which such Seller is acting as Buyer).
- (c) If any notice is given by Buyer or Seller under subparagraph (a) or (b) of this Paragraph at or before the Margin Notice Deadline on any business day, the party receiving such notice shall transfer cash or Additional Purchased Securities as provided in such subparagraph no later than the close of business in the relevant market on such day. If any such notice is given after the Margin Notice Deadline, the party receiving such notice shall transfer such cash or Securities no later than the close of business in the relevant market on the next business day following such notice.
- (d) Any cash transferred pursuant to this Paragraph shall be attributed to such Transactions as shall be agreed upon by Buyer and Seller.
- (e) Seller and Buyer may agree, with respect to any or all Transactions hereunder, that the respective rights of Buyer or Seller (or both) under subparagraphs (a) and (b) of this Paragraph may be exercised only where a Margin Deficit or a Margin Excess, as the case may be, exceeds a specified dollar amount or a specified percentage of the Repurchase Prices for such Transactions (which amount or percentage shall be agreed to by Buyer and Seller prior to entering into any such Transactions).
- (f) Seller and Buyer may agree, with respect to any or all Transactions hereunder, that the respective rights of Buyer and Seller under subparagraphs (a) and (b) of this Paragraph to require the elimination of a Margin Deficit or a Margin Excess, as the case may be, may be exercised whenever such a Margin Deficit or a Margin Excess exists with respect to any single Transaction hereunder (calculated without regard to any other Transaction outstanding under this Agreement).

5. **Income Payments**

Seller shall be entitled to receive an amount equal to all Income paid or distributed on or in respect of the Securities that is not otherwise received by Seller, to the full extent it would be so entitled if the Securities had not been sold to Buyer. Buyer shall, as the parties may agree with respect to any Transaction (or, in the absence of any such agreement, as Buyer shall reasonably determine in its discretion), on the date such Income is paid or distributed either (i) transfer to or credit to the account of Seller such Income with respect to any Purchased Securities subject to such Transaction or (ii) with respect to Income paid in cash, apply the Income payment or payments to reduce the amount, if any, to be transferred to Buyer by Seller upon termination of such Transaction. Buyer shall not be obligated to take any action pursuant to the preceding sentence (A) to the extent that such action would result in the creation of a Margin Deficit, unless prior thereto or simultaneously therewith Seller transfers to Buyer cash or Additional Purchased Securities sufficient to eliminate such Margin Deficit, or (B) if an Event of Default with respect to Seller has occurred and is then continuing at the time such Income is paid or distributed.

6. Security Interest

Although the parties intend that all Transactions hereunder be sales and purchases and not loans, in the event any such Transactions are deemed to be loans, Seller shall be deemed to have pledged to Buyer as security for the performance by Seller of its obligations under each such Transaction, and shall be deemed to have granted to Buyer a security interest in, all of the Purchased Securities with respect to all Transactions hereunder and all Income thereon and other proceeds thereof.

7. Payment and Transfer

Unless otherwise mutually agreed, all transfers of funds hereunder shall be in immediately available funds. All Securities transferred by one party hereto to the other party (i) shall be in suitable form for transfer or shall be accompanied by duly executed instruments of transfer or assignment in blank and such other documentation as the party receiving possession may reasonably request, (ii) shall be transferred on the book-entry system of a Federal Reserve Bank, or (iii) shall be transferred by any other method mutually acceptable to Seller and Buyer.

8. Segregation of Purchased Securities

To the extent required by applicable law, all Purchased Securities in the possession of Seller shall be segregated from other securities in its possession and shall be identified as subject to this Agreement. Segregation may be accomplished by appropriate identification on the books and records of the holder, including a financial or securities intermediary or a clearing corporation. All of Seller's interest in the Purchased Securities shall pass to Buyer on the Purchase Date and, unless otherwise agreed by Buyer and Seller, nothing in this Agreement shall preclude Buyer from engaging in repurchase transactions with the Purchased Securities or otherwise selling, transferring, pledging or hypothecating the Purchased Securities, but no such transaction shall relieve Buyer of its obligations to transfer Purchased Securities to Seller pursuant to Paragraph 3, 4 or 11 hereof, or of Buyer's obligation to credit or pay Income to, or apply Income to the obligations of, Seller pursuant to Paragraph 5 hereof.

Required Disclosure for Transactions in Which the Seller Retains Custody of the Purchased Securities

Seller is not permitted to substitute other securities for those subject to this Agreement and therefore must keep Buyer's securities segregated at all times, unless in this Agreement Buyer grants Seller the right to substitute other securities. If Buyer grants the right to substitute, this means that Buyer's securities will likely be commingled with Seller's own securities during the trading day. Buyer is advised that, during any trading day that Buyer's securities are commingled with Seller's securities, they [will]* [may]** be subject to liens granted by Seller to [its clearing bank]* [third parties]** and may be used by Seller for deliveries on other securities transactions. Whenever the securities are commingled, Seller's ability to resegment substitute securities for Buyer will be subject to Seller's ability to satisfy [the clearing]* [any]** lien or to obtain substitute securities.

*Language to be used under 17 C.F.R. §403.4(e) if Seller is a government securities broker or dealer other than a financial institution.

**Language to be used under 17 C.F.R. §403.5(d) if Seller is a financial institution.

9. Substitution

- (a) Seller may, subject to agreement with and acceptance by Buyer, substitute other Securities for any Purchased Securities. Such substitution shall be made by transfer to Buyer of such other Securities and transfer to Seller of such Purchased Securities. After substitution, the substituted Securities shall be deemed to be Purchased Securities.

- (b) In Transactions in which Seller retains custody of Purchased Securities, the parties expressly agree that Buyer shall be deemed, for purposes of subparagraph (a) of this Paragraph, to have agreed to and accepted in this Agreement substitution by Seller of other Securities for Purchased Securities; *provided, however*, that such other Securities shall have a Market Value at least equal to the Market Value of the Purchased Securities for which they are substituted.

10. Representations

Each of Buyer and Seller represents and warrants to the other that (i) it is duly authorized to execute and deliver this Agreement, to enter into Transactions contemplated hereunder and to perform its obligations hereunder and has taken all necessary action to authorize such execution, delivery and performance, (ii) it will engage in such Transactions as principal (or, if agreed in writing, in the form of an annex hereto or otherwise, in advance of any Transaction by the other party hereto, as agent for a disclosed principal), (iii) the person signing this Agreement on its behalf is duly authorized to do so on its behalf (or on behalf of any such disclosed principal), (iv) it has obtained all authorizations of any governmental body required in connection with this Agreement and the Transactions hereunder and such authorizations are in full force and effect and (v) the execution, delivery and performance of this Agreement and the Transactions hereunder will not violate any law, ordinance, charter, by-law or rule applicable to it or any agreement by which it is bound or by which any of its assets are affected. On the Purchase Date for any Transaction Buyer and Seller shall each be deemed to repeat all the foregoing representations made by it.

11. Events of Default

In the event that (i) Seller fails to transfer or Buyer fails to purchase Purchased Securities upon the applicable Purchase Date, (ii) Seller fails to repurchase or Buyer fails to transfer Purchased Securities upon the applicable Repurchase Date, (iii) Seller or Buyer fails to comply with Paragraph 4 hereof, (iv) Buyer fails, after one business day's notice, to comply with Paragraph 5 hereof, (v) an Act of Insolvency occurs with respect to Seller or Buyer, (vi) any representation made by Seller or Buyer shall have been incorrect or untrue in any material respect when made or repeated or deemed to have been made or repeated, or (vii) Seller or Buyer shall admit to the other its inability to, or its intention not to, perform any of its obligations hereunder (each an "Event of Default"):

- (a) The nondefaulting party may, at its option (which option shall be deemed to have been exercised immediately upon the occurrence of an Act of Insolvency), declare an Event of Default to have occurred hereunder and, upon the exercise or deemed exercise of such option, the Repurchase Date for each Transaction hereunder shall, if it has not already occurred, be deemed immediately to occur (except that, in the event that the Purchase Date for any Transaction has not yet occurred as of the date of such exercise or deemed exercise, such Transaction shall be deemed immediately canceled). The nondefaulting party shall (except upon the occurrence of an Act of Insolvency) give notice to the defaulting party of the exercise of such option as promptly as practicable.
- (b) In all Transactions in which the defaulting party is acting as Seller, if the nondefaulting party exercises or is deemed to have exercised the option referred to in subparagraph (a) of this Paragraph, (i) the defaulting party's obligations in such Transactions to repurchase all Purchased Securities, at the Repurchase Price therefor on the Repurchase Date determined in accordance with subparagraph (a) of this Paragraph, shall thereupon become immediately due and payable, (ii) all Income paid after such exercise or deemed exercise shall be retained by the nondefaulting party and applied to the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder, and (iii) the defaulting party shall immediately deliver to the nondefaulting party any Purchased Securities subject to such Transactions then in the defaulting party's possession or control.

- (c) In all Transactions in which the defaulting party is acting as Buyer, upon tender by the nondefaulting party of payment of the aggregate Repurchase Prices for all such Transactions, all right, title and interest in and entitlement to all Purchased Securities subject to such Transactions shall be deemed transferred to the nondefaulting party, and the defaulting party shall deliver all such Purchased Securities to the nondefaulting party.
- (d) If the nondefaulting party exercises or is deemed to have exercised the option referred to in sub-paragraph (a) of this Paragraph, the nondefaulting party, without prior notice to the defaulting party, may:
 - (i) as to Transactions in which the defaulting party is acting as Seller, (A) immediately sell, in a recognized market (or otherwise in a commercially reasonable manner) at such price or prices as the nondefaulting party may reasonably deem satisfactory, any or all Purchased Securities subject to such Transactions and apply the proceeds thereof to the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder or (B) in its sole discretion elect, in lieu of selling all or a portion of such Purchased Securities, to give the defaulting party credit for such Purchased Securities in an amount equal to the price therefor on such date, obtained from a generally recognized source or the most recent closing bid quotation from such a source, against the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder; and
 - (ii) as to Transactions in which the defaulting party is acting as Buyer, (A) immediately purchase, in a recognized market (or otherwise in a commercially reasonable manner) at such price or prices as the nondefaulting party may reasonably deem satisfactory, securities ("Replacement Securities") of the same class and amount as any Purchased Securities that are not delivered by the defaulting party to the nondefaulting party as required hereunder or (B) in its sole discretion elect, in lieu of purchasing Replacement Securities, to be deemed to have purchased Replacement Securities at the price therefor on such date, obtained from a generally recognized source or the most recent closing offer quotation from such a source.

Unless otherwise provided in Annex I, the parties acknowledge and agree that (1) the Securities subject to any Transaction hereunder are instruments traded in a recognized market, (2) in the absence of a generally recognized source for prices or bid or offer quotations for any Security, the nondefaulting party may establish the source therefor in its sole discretion and (3) all prices, bids and offers shall be determined together with accrued Income (except to the extent contrary to market practice with respect to the relevant Securities).

- (e) As to Transactions in which the defaulting party is acting as Buyer, the defaulting party shall be liable to the nondefaulting party for any excess of the price paid (or deemed paid) by the nondefaulting party for Replacement Securities over the Repurchase Price for the Purchased Securities replaced thereby and for any amounts payable by the defaulting party under Paragraph 5 hereof or otherwise hereunder.
- (f) For purposes of this Paragraph 11, the Repurchase Price for each Transaction hereunder in respect of which the defaulting party is acting as Buyer shall not increase above the amount of such Repurchase Price for such Transaction determined as of the date of the exercise or deemed exercise by the nondefaulting party of the option referred to in subparagraph (a) of this Paragraph.
- (g) The defaulting party shall be liable to the nondefaulting party for (i) the amount of all reasonable legal or other expenses incurred by the nondefaulting party in connection with or as a result of an Event of Default, (ii) damages in an amount equal to the cost (including all fees, expenses and commissions) of entering into replacement transactions and entering

into or terminating hedge transactions in connection with or as a result of an Event of Default, and (iii) any other loss, damage, cost or expense directly arising or resulting from the occurrence of an Event of Default in respect of a Transaction.

- (h) To the extent permitted by applicable law, the defaulting party shall be liable to the nondefaulting party for interest on any amounts owing by the defaulting party hereunder, from the date the defaulting party becomes liable for such amounts hereunder until such amounts are (i) paid in full by the defaulting party or (ii) satisfied in full by the exercise of the nondefaulting party's rights hereunder. Interest on any sum payable by the defaulting party to the nondefaulting party under this Paragraph 11(h) shall be at a rate equal to the greater of the Pricing Rate for the relevant Transaction or the Prime Rate.
- (i) The nondefaulting party shall have, in addition to its rights hereunder, any rights otherwise available to it under any other agreement or applicable law.

12. Single Agreement

Buyer and Seller acknowledge that, and have entered hereinto and will enter into each Transaction hereunder in consideration of and in reliance upon the fact that, all Transactions hereunder constitute a single business and contractual relationship and have been made in consideration of each other. Accordingly, each of Buyer and Seller agrees (i) to perform all of its obligations in respect of each Transaction hereunder, and that a default in the performance of any such obligations shall constitute a default by it in respect of all Transactions hereunder, (ii) that each of them shall be entitled to set off claims and apply property held by them in respect of any Transaction against obligations owing to them in respect of any other Transactions hereunder and (iii) that payments, deliveries and other transfers made by either of them in respect of any Transaction shall be deemed to have been made in consideration of payments, deliveries and other transfers in respect of any other Transactions hereunder, and the obligations to make any such payments, deliveries and other transfers may be applied against each other and netted.

13. Notices and Other Communications

Any and all notices, statements, demands or other communications hereunder may be given by a party to the other by mail, facsimile, telegraph, messenger or otherwise to the address specified in Annex II hereto, or so sent to such party at any other place specified in a notice of change of address hereafter received by the other. All notices, demands and requests hereunder may be made orally, to be confirmed promptly in writing, or by other communication as specified in the preceding sentence.

14. Entire Agreement; Severability

This Agreement shall supersede any existing agreements between the parties containing general terms and conditions for repurchase transactions. Each provision and agreement herein shall be treated as separate and independent from any other provision or agreement herein and shall be enforceable notwithstanding the unenforceability of any such other provision or agreement.

15. Non-assignability; Termination

- (a) The rights and obligations of the parties under this Agreement and under any Transaction shall not be assigned by either party without the prior written consent of the other party, and any such assignment without the prior written consent of the other party shall be null and void. Subject to the foregoing, this Agreement and any Transactions shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This Agreement may be terminated by either party upon giving written notice to

the other, except that this Agreement shall, notwithstanding such notice, remain applicable to any Transactions then outstanding.

- (b) Subparagraph (a) of this Paragraph 15 shall not preclude a party from assigning, charging or otherwise dealing with all or any part of its interest in any sum payable to it under Paragraph 11 hereof.

16. Governing Law

This Agreement shall be governed by the laws of the State of New York without giving effect to the conflict of law principles thereof.

17. No Waivers, Etc.

No express or implied waiver of any Event of Default by either party shall constitute a waiver of any other Event of Default and no exercise of any remedy hereunder by any party shall constitute a waiver of its right to exercise any other remedy hereunder. No modification or waiver of any provision of this Agreement and no consent by any party to a departure herefrom shall be effective unless and until such shall be in writing and duly executed by both of the parties hereto. Without limitation on any of the foregoing, the failure to give a notice pursuant to Paragraph 4(a) or 4(b) hereof will not constitute a waiver of any right to do so at a later date.

18. Use of Employee Plan Assets

- (a) If assets of an employee benefit plan subject to any provision of the Employee Retirement Income Security Act of 1974 ("ERISA") are intended to be used by either party hereto (the "Plan Party") in a Transaction, the Plan Party shall so notify the other party prior to the Transaction. The Plan Party shall represent in writing to the other party that the Transaction does not constitute a prohibited transaction under ERISA or is otherwise exempt therefrom, and the other party may proceed in reliance thereon but shall not be required so to proceed.
- (b) Subject to the last sentence of subparagraph (a) of this Paragraph, any such Transaction shall proceed only if Seller furnishes or has furnished to Buyer its most recent available audited statement of its financial condition and its most recent subsequent unaudited statement of its financial condition.
- (c) By entering into a Transaction pursuant to this Paragraph, Seller shall be deemed (i) to represent to Buyer that since the date of Seller's latest such financial statements, there has been no material adverse change in Seller's financial condition which Seller has not disclosed to Buyer, and (ii) to agree to provide Buyer with future audited and unaudited statements of its financial condition as they are issued, so long as it is a Seller in any outstanding Transaction involving a Plan Party.

19. Intent

- (a) The parties recognize that each Transaction is a "repurchase agreement" as that term is defined in Section 101 of Title 11 of the United States Code, as amended (except insofar as the type of Securities subject to such Transaction or the term of such Transaction would render such definition inapplicable), and a "securities contract" as that term is defined in Section 741 of Title 11 of the United States Code, as amended (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).

- (b) It is understood that either party's right to liquidate Securities delivered to it in connection with Transactions hereunder or to exercise any other remedies pursuant to Paragraph 11 hereof is a contractual right to liquidate such Transaction as described in Sections 555 and 559 of Title 11 of the United States Code, as amended.
- (c) The parties agree and acknowledge that if a party hereto is an "insured depository institution," as such term is defined in the Federal Deposit Insurance Act, as amended ("FDIA"), then each Transaction hereunder is a "qualified financial contract," as that term is defined in FDIA and any rules, orders or policy statements thereunder (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).
- (d) It is understood that this Agreement constitutes a "netting contract" as defined in and subject to Title IV of the Federal Deposit Insurance Corporation Improvement Act of 1991 ("FDICIA") and each payment entitlement and payment obligation under any Transaction hereunder shall constitute a "covered contractual payment entitlement" or "covered contractual payment obligation", respectively, as defined in and subject to FDICIA (except insofar as one or both of the parties is not a "financial institution" as that term is defined in FDICIA).

20. Disclosure Relating to Certain Federal Protections

The parties acknowledge that they have been advised that:

- (a) in the case of Transactions in which one of the parties is a broker or dealer registered with the Securities and Exchange Commission ("SEC") under Section 15 of the Securities Exchange Act of 1934 ("1934 Act"), the Securities Investor Protection Corporation has taken the position that the provisions of the Securities Investor Protection Act of 1970 ("SIPA") do not protect the other party with respect to any Transaction hereunder;
- (b) in the case of Transactions in which one of the parties is a government securities broker or a government securities dealer registered with the SEC under Section 15C of the 1934 Act, SIPA will not provide protection to the other party with respect to any Transaction hereunder; and
- (c) in the case of Transactions in which one of the parties is a financial institution, funds held by the financial institution pursuant to a Transaction hereunder are not a deposit and therefore are not insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, as applicable.

IN WITNESS WHEREOF, the Buyer and Seller have caused this Master Repurchase Agreement to be duly executed and delivered as of November 20, 2001.

UMB BANK, N.A., as Trustee

Name:

Title:

Name:

Title:

CDC FUNDING CORP.

Michael Franco

Name: *Michael Franco*
Title: *M. Director*

William Branagh

Name: **William Branagh**
Title: **Director**

ANNEX I

This ANNEX I (including any Annexes or Exhibits) forms a part of the Master Repurchase Agreement dated as of November 20, 2001 by and among CDC FUNDING CORP., a New York corporation ("Seller"), and UMB BANK, N.A. ("Buyer"), as Trustee under the Bond Indenture dated as of November 1, 2001 (the "Bond Indenture") between Buyer, as Trustee, and the State Environmental Improvement and Energy Resources Authority (the "Issuer") and as Master Trustee under the Amended and Restated Master Trust Agreement dated as of October 1, 1998 (the "Master Trust Agreement"), amending and restating the Master Trust Agreement dated as of June 1, 1992, between the Issuer and Buyer, as Master Trustee, relating to the \$112,280,000 Water Pollution Control and Drinking Water Revenue Bonds (State Revolving Funds Programs – Master Trust) Series 2001C (the "Bonds") issued by the Issuer thereunder.

WITNESSETH:

WHEREAS, the Bonds are issued by the Issuer pursuant to the Authorizing Document;

WHEREAS, the Authorizing Document establishes various trust funds and accounts for the receipt and disbursement of monies, all as more fully set forth in the Authorizing Document;

WHEREAS, pursuant to the Authorizing Document, the Issuer has directed the Buyer to invest certain monies held by the Buyer under the Authorizing Document with the Seller pursuant to the terms and provisions of this Agreement;

WHEREAS, the Seller is willing, on the terms and conditions set forth in this Agreement, to accept the investment of such monies by the Buyer; and

WHEREAS, the parties hereto intend this Agreement to constitute a contract.

1. OTHER APPLICABLE ANNEXES AND EXHIBITS. In addition to this ANNEX I, the following Annexes and any Exhibits thereto shall form a part of the Agreement and shall be applicable thereunder:

ANNEX II (COMMUNICATIONS AND NOTICES)

EXHIBIT A (TERMS AND CONDITIONS)

EXHIBIT B (FORM OF REQUEST FOR REPURCHASE)

EXHIBIT C (PERMITTED SECURITIES)

EXHIBIT D (ADDITIONAL PURCHASES AND REPURCHASES
FOR THE DEBT SERVICE RESERVE FUND)

2. DEFINITIONS

"*Affiliate*" means, with respect to a person or entity, any other person or entity that controls, is controlled by or under common control with such person or entity.

"*Agreement*" means, collectively, the Master Repurchase Agreement dated as of the Initial Purchase Date between Buyer and Seller, together with all Annexes and Exhibits thereto.

"Authorizing Document" means, collectively, the Bond Indenture and the Master Trust Agreement.

"Business Day" means any day (other than a Saturday, a Sunday or any other day on which banking institutions in New York, New York, Kansas City, Missouri or St. Louis, Missouri are authorized or required to be closed for business).

"Buyer" means UMB Bank, N.A., in its capacity as Trustee under the Bond Indenture and as Master Trustee under the Master Trust Agreement.

"CDC IXIS Guarantee" means the Guarantee dated as of July 1, 2001 by the Guarantor, which, among other things, guarantees the payment obligations of CDCFC hereunder.

"Custodian" means Bankers Trust Company, pursuant to the Custody Agreement.

"Custody Agreement" means the Tri-Party Custody Agreement dated as of April 18, 2001 by and among Buyer, Seller and the Custodian, as amended as of the date hereof.

"Final Repurchase Date" means, for a particular Fund, the Maturity Date with respect thereto as set forth on EXHIBIT A or, in each case, if earlier, the date on which (i) the Bonds are redeemed, repaid or called in whole or are refinanced in whole through an advance or current refunding, or (ii) all of the Purchased Securities with respect to such Fund have been repurchased by Seller and, with respect to the Reserve Fund, Additional Purchased Securities have not been purchased in the amount of such repurchased Purchased Securities within 24 months after the repurchase date of such repurchased Purchased Securities.

"Fitch" means Fitch, Inc.

"Guarantee" means the CDC IXIS Guarantee; provided, however, that if any Replacement Guarantee is delivered pursuant to Section 3.1 hereof, "Guarantee" shall mean the Replacement Guarantee.

"Guarantor" means Caisse des dépôts et consignations, a special national legislative public instrumentality (établissement public à statut légal spécial) governed by French administrative law.

"Initial Purchase Date" means November 20, 2001.

"Minimum Rating" for a financial institution means a claims paying ability or long-term senior unsecured debt rating of at least AA by Fitch and Aa2 by Moody's, respectively.

"Moody's" means Moody's Investors Service, Inc. or any successor thereto.

"Rated Party" means the Guarantor at any time the Guarantee is in effect, the Replacement Guarantor at any time the Replacement Guarantee is in effect, or Seller at any time its long-term senior unsecured debt obligations are rated at least AA by Fitch and at least Aa2 by Moody's and Seller has provided evidence of such ratings to Buyer and the Issuer that is reasonably satisfactory to such parties.

"Ratings Event" means, for a Rated Party, the suspension, withdrawal or reduction in the rating assigned to such Rated Party's claims paying ability or long-term senior unsecured debt obligations below AA by Fitch or below Aa2 by Moody's.

"Replacement Guarantee" means a financial guaranty insurance policy, surety bond, letter of credit or guarantee which replaces the Guarantee then in effect, issued by an Affiliate of the Guarantor or by an entity

approved by Buyer, in favor of Buyer, guaranteeing the payment of amounts payable by Seller hereunder, the terms of which, in substance, are no less favorable to Buyer than the terms of the Guarantee.

Capitalized terms used but not otherwise defined in this Annex I shall have the respective meanings given such terms in the form of PSA Master Repurchase Agreement (September 1996 Version) of which this Annex forms a part. In addition, the following terms shall have the meanings or expanded meaning given such terms in EXHIBIT A, EXHIBIT B and EXHIBIT C:

“Additional Purchases”
“Buyer’s Margin Percentage”
“Initial Purchase Price”
“Final Repurchase Date”
“Fund”
“Permitted Repurchase Purposes”
“Permitted Securities”
“Price Differential Payment Date”
“Pricing Rate”
“Repurchase Limitations”
“Securities”
“Seller’s Margin Percentage”

3. PURCHASES AND REPURCHASES

3.1. Initial Purchase. On the Initial Purchase Date, Seller shall sell and transfer to Custodian Purchased Securities against payment by Buyer to Seller of the aggregate Initial Purchase Prices for all Funds identified on EXHIBIT A. The Market Value of such Purchased Securities shall be not less than the product of (x) the aggregate Initial Purchase Prices for such Funds multiplied by (y) Buyer’s Margin Percentage for such Purchased Securities. Seller shall allocate the aggregate amount received from Buyer among such Funds in proportion to their respective Initial Purchase Prices.

3.2. Additional Purchases. Buyer shall make Additional Purchases to the extent set forth on EXHIBIT A. On the Purchase Date for any such Additional Purchase, Seller shall sell and transfer to Custodian, against payment by Buyer to Seller of the Purchase Price therefor, Purchased Securities with a Market Value of not less than the product of such Purchase Price multiplied by Buyer’s Margin Percentage for such Purchased Securities.

3.3. Repurchases. Prior to the Final Repurchase Date and subject to the limitations set forth in Section 3.4 below and in EXHIBIT A, Seller shall repurchase all or part of the Purchased Securities allocable to the relevant Fund on the Repurchase Date and having a Repurchase Price as Buyer shall request by written notice to Seller and Custodian in the form of EXHIBIT B. On each Repurchase Date, Seller shall pay the Repurchase Price to Buyer against Seller’s receipt from Custodian of the Purchased Securities being repurchased, which shall have a Market Value of not less than the product of such Repurchase Price multiplied by Buyer’s Margin Percentage. Seller shall designate the Purchased Securities to be repurchased on each Repurchase Date.

3.4. Repurchase Limitations. For any Fund, Buyer shall have the right to make a request for repurchase hereunder only for Permitted Repurchase Purposes for that Fund as provided in the Authorizing Document and defined in EXHIBIT A, subject to the Repurchase Limitations for such Fund as set forth on EXHIBIT A.

3.5. Final Repurchase Date. On the Final Repurchase Date for a Fund, Seller shall repurchase all remaining Purchased Securities allocable to such Fund and any Income held by Custodian or Buyer by payment to Buyer of the Repurchase Price for such Purchased Securities against the transfer to Seller of all such Purchased Securities and Income.

4. PRICE DIFFERENTIAL

For each Fund identified in EXHIBIT A, Price Differential shall be paid on the Price Differential Payment Date for such Fund. Price Differential payments shall be made in the manner set forth on EXHIBIT A.

5. CUSTODIAL MATTERS

5.1. Deliveries. Purchased Securities shall be delivered by Seller to Custodian in accordance with the Custody Agreement and this Agreement.

5.2. Valuation. The Market Value of Purchased Securities shall be determined by the Custodian weekly in accordance with the Custody Agreement.

5.3. Cure Period. A Margin Deficit or Margin Excess shall be cured within one (1) Business Day after the party obligated to cure receives notice (which may be by facsimile) of such Margin Deficit or Margin Excess.

5.4. Successor Custodian. If the Custodian elects to terminate the Custody Agreement and its rights and obligations thereunder pursuant to the terms thereof, Seller shall select a substitute financial institution qualifying as a "securities intermediary" (as such term is defined in Article 8 of the Uniform Commercial Code in effect in the State of New York) to assume the obligations of the Custodian under the Custody Agreement or another custodial agreement having terms and conditions similar to the Custody Agreement. Seller shall pay all service fees of any such substitute financial institution pursuant to the Custody Agreement or any such other custodial agreement. Any substitute custodian or substitute custody agreement shall be subject to the prior written consent of Buyer, which consent shall not be unreasonably withheld. If a replacement custodian cannot be obtained prior to the effective termination of the Custodian's obligations under the Custody Agreement, Seller shall thereafter, until a replacement custodian is appointed, deliver all Purchased Securities to an agent designated by Buyer, which agent shall be a securities intermediary located in New York, New York maintaining accounts with the Federal Reserve Bank of New York ("FRBNY"). Purchased Securities comprised of physical securities shall be delivered by Seller into possession of Buyer's agent. Book entry securities shall be transferred by Seller to the account maintained by Buyer's agent at FRBNY. Seller shall pay all reasonable service fees of Buyer's agent for the period in which such securities intermediary holds Purchased Securities hereunder. Until a replacement custodian is appointed, Seller shall determine the Market Value of the Purchased Securities in accordance with the Custody Agreement and shall give prompt notice to Buyer of each determination of Market Value made.

6. SUBSTITUTION

Seller may, from time to time, substitute other Securities for Purchased Securities upon notice to Custodian of the Purchased Securities being Substituted for, the other Securities being substituted and the date of substitution. Substitution shall be permitted only to the extent that a Margin Deficit is not created as a result of such substitution. Any costs of substitution shall be borne by Seller.

7. GUARANTEE

Buyer, in entering into this Agreement, is and will be relying on the Guarantee; provided, however, that, without limiting the terms of the Guarantee, Buyer acknowledges and agrees for purposes of this Agreement and the Guarantee that the Guarantor will be released from its obligations in respect of this Agreement if the Guarantor delivers a Replacement Guarantee provided that the claims-paying ability or the long-term, senior unsecured debt obligations of the Replacement Guarantor are rated "Aaa" by Moody's and "AAA" by Fitch at the time of replacement.

8. RATINGS EVENT

8.1. Notice of Ratings Event. Seller shall notify Buyer upon the occurrence of a Ratings Event.

(i) Ratings Event Action. Upon the occurrence of a Ratings Event, Buyer shall have the right, but not the obligation, to require Seller, by written notice to Seller, to take one of the following actions within the ten (10) Business Days following receipt by Seller of such written notice:

(ii) increase Buyer's Margin Percentage and Seller's Margin Percentage and deliver additional Purchased Securities to cure the resulting Margin Deficit, in any case to the level necessary for a collateralized transaction rated not less than the Minimum Rating; or

(iii) terminate this Agreement, with the Repurchase Date to be specified in such notice to Seller on a date no earlier than the 10th Business Day following Seller's receipt of such notice, on which Repurchase Date (subject to Seller's rights under clauses (x) and (y) below) Seller shall repurchase all remaining Purchased Securities and any Income held by Custodian or Buyer by payment to Buyer of the Repurchase Price for such Purchased Securities against the transfer to Seller of all such Purchased Securities and Income.

During such 10-Business Day period, Seller shall have the right (but not the obligation) to take either of the following actions in lieu of complying with a notice requiring Seller to take an action under clauses (i) or (ii) above:

(x) transfer this Agreement and the rights and obligations of Seller hereunder to an institution acceptable to the Buyer and Seller whose long-term senior unsecured debt obligations or claims paying ability, or whose guarantor's long-term senior unsecured debt obligations or claims paying ability, are rated not less than the Minimum Rating; or

(y) obtain a Replacement Guarantee of a Replacement Guarantor acceptable to Buyer and Seller whose long-term senior unsecured debt obligations or claims paying ability, are rated not less than the Minimum Rating.

In the event Seller fails to take any of the actions specified above within such 10-Business Day period, and so long as the Ratings Event is then continuing, Buyer shall have the right, either (A) to continue this Agreement in effect or (B) to terminate this Agreement by written notice to Seller specifying a Repurchase Date therefor, which Repurchase Date shall not be less than the third Business Day following Seller's receipt of such written notice. Upon any termination pursuant to subclause (B) above, Seller and Buyer shall seek to arrange for a substitute investment or investments permitted by the Authorizing Document which will provide an investment yield on each Fund at least equal to the Pricing Rate for such Fund. In the event any such substitute investment(s) with respect to the Funds does not provide amounts sufficient to meet such investment yield with respect to the Funds, Seller and Buyer shall, in good faith, agree on an additional amount ("Replacement Costs") to be paid by Seller to Buyer that is sufficient to provide, together with the amounts payable under any such substitute investment(s), the investment yield on the Funds equal to the Pricing Rate therefor and to reimburse the Issuer for any increased costs incurred by it in obtaining such substitute investment. On the Repurchase Date specified in any termination notice pursuant to subclause (B) above, Seller shall repurchase all remaining Purchased Securities and any Income held by Custodian or Buyer by payment to Buyer of the Repurchase Price for such Purchased Securities against the transfer to Seller of all such Purchased Securities and Income and Seller shall pay to Buyer the Replacement Costs (if any).

9. ADDITIONAL REPRESENTATIONS

9.1. Buyer's Additional Representations. Buyer represents and warrants to Seller that (i) all funds used by Buyer to pay for the Purchased Securities are derived from duly authorized funds and accounts

established pursuant to the Authorizing Document; (ii) Buyer has received all required consents and direction necessary for it to enter into this Agreement and the Transactions contemplated hereby in accordance with the Authorizing Document and applicable law; and (iii) this Agreement qualifies as a permitted investment under the Authorizing Document.

9.2. Seller's Additional Representations. Seller represents and warrants to Buyer that, as of the Initial Purchase Date, the Guarantee is in full force and effect and has not been modified since its original execution and delivery on July 1, 2001.

10. ADDITIONAL COVENANTS

10.1. Covenants of Buyer. Buyer agrees that (i) it will deliver to Seller prior written notice of all proposed supplements, amendments and waivers with respect to the Authorizing Document that would affect the Transactions, and such notice shall be accompanied by copies of such proposed supplements, amendments and waivers; (ii) it will deliver to Seller written notice of any proposed redemption, refunding, refinancing or restructuring of the Bonds (in whole or in part) which would result in a repurchase hereunder, with such notice to be delivered before the date fixed for such redemption, refunding, refinancing or restructuring at the same time and date such notice is delivered to holders of the Bonds; (iii) no proposed amendment to or waiver of any provision of the Authorizing Document relating to the Transactions shall be adopted which has the effect of materially reducing Seller's expected benefits or increasing Seller's exposure or obligations pursuant to this Agreement without the prior written consent of Seller (which consent will not be unreasonably withheld); and (iv) no proposed amendment to or waiver of any provision of the Authorizing Document relating to the Transactions shall be adopted which has the effect of making the Transactions contemplated hereunder no longer permissible under the Authorizing Document.

10.2. Covenants of Seller. Seller will (i) provide monthly reports by the 15th day of each month to Buyer and the Issuer setting forth the Purchase Prices and Price Differential for Purchased Securities, any purchases and repurchases made by Seller during the prior month and any Price Differential paid by Seller with respect to the prior month, (ii) provide to Buyer and the Issuer no later than July 20 of each year a report for the one-year period ending on the immediately preceding June 30 a summary of all transactions during such one-year period with respect to each Fund (commencing on July 20, 2002 for the period November 20, 2002 through June 30, 2002); and (iii) provide to Buyer weekly statements identifying the Purchased Securities and the value thereof.

11. ROLE OF SELLER

In performing its obligations, neither Seller nor any of its directors, officers, partners, employees, or agents (including directors, officers, employees or agents thereof) shall be liable or responsible for:

- (a) the payment of any monies owing on or with respect to the Bonds;
- (b) the use or application by Buyer of any monies payable to Buyer hereunder; and
- (c) any acts or omissions of Buyer or the Issuer under or with respect to the Bonds or the Authorizing Document.

Without limiting the foregoing, regardless of whether Seller has reviewed the Authorizing Document or the laws of the Issuer's jurisdiction of organization or is generally familiar with provisions of a similar type, Seller shall have no duty to comply with or to ascertain whether Buyer or the Issuer are in compliance therewith.

12. MISCELLANEOUS

12.1. No Set-Off. The obligations of Seller hereunder are unconditional with no right of recoupment, counterclaim, subrogation or set-off by Seller with respect to amounts owing to Seller by any other party.

12.2. Security Interest.

(a) Buyer and Seller agree that, if for any reason any Transaction hereunder shall be deemed to be other than a sale or purchase, Seller hereby grants a first priority security interest in and pledges, assigns and transfers to Buyer any and all right, title, and interest of Seller in and to the Purchased Securities or cash delivered or to be delivered to Buyer pursuant to the terms of the Transactions, to secure the prompt performance of all obligations of Seller under this Agreement, including, without limitation, the payment to Buyer of the liabilities, indebtedness and obligations of Seller to Buyer, and all claims of Buyer against Seller arising out of or by reason of any or all Transactions hereunder.

(b) It is the intention of Seller and Buyer that, if for any reason any Transaction shall be deemed other than a sale and purchase, Buyer's rights in and to the Purchased Securities and cash shall be those of a secured party holding collateral under the provisions of the Uniform Commercial Code as in effect in the State of New York.

12.3. No Rehypothecation. The third sentence of Paragraph 8 of this Master Repurchase Agreement is hereby amended and restated in its entirety to read as follows: "Title to all Purchased Securities shall pass to Buyer on the relevant Purchase Date; provided, that Buyer shall not engage in repurchase transactions with the Purchased Securities or otherwise pledge or hypothecate the Purchased Securities."

12.4. Event of Default.

(a) Paragraph 11(g) of this Agreement is hereby amended by inserting the following at the end thereof: "As to Transactions in which the defaulting party is acting as Seller, Seller shall also be liable to Buyer for any Replacement Costs to the extent not otherwise payable by Seller to Buyer pursuant to the preceding sentence of this Paragraph 11(g)."

(b) Paragraph 11(i) of this Agreement is hereby amended and restated to read in its entirety as follows: "The non-defaulting party shall have any rights otherwise available to it under this Agreement or applicable law; provided, that for Transactions where the defaulting party is Seller, Buyer agrees it will first seek its remedies against the Purchased Securities, as set forth above."

(c) Each of the following events shall constitute an additional Event of Default under this Master Repurchase Agreement with respect to which Seller is the Defaulting Party: (i) an Act of Insolvency occurs with respect to the Guarantor; (ii) any representation or warranty of the Guarantor under the Guarantee is determined to have been false or misleading when made; (iii) except as permitted by the terms of Section 7 of this Annex I or by the terms of the Guarantee, the Guarantee expires, terminates or is repudiated by the Guarantor in respect of this Agreement, or any other event occurs and is continuing which causes the Guarantee to cease to be in full force and effect in respect of this Agreement, or any action is taken by the Guarantor which challenges the validity or enforceability of the Guarantee in respect of this Agreement.

12.5. Conflict of Terms. To the extent that the terms and conditions of this ANNEX I conflict with the terms and conditions of the form of Agreement (September 1996 Version – as published by PSA The Bond Market Trade Association) of which this ANNEX I forms a part, the terms and conditions of this ANNEX I shall

prevail. Paragraph 3(b) of the Agreement is hereby amended by (i) deleting in the sixth line the comma after the word "Transaction"; (ii) deleting the words "and (v) any additional terms or conditions of the Transaction not inconsistent with this Agreement"; and (iii) deleting the last sentence of such Paragraph 3(b).

12.6. Acknowledgement as to Status.

(a) Each party signatory hereto is hereby advised and acknowledges that each other party has engaged in (or refrained from engaging in) substantial financial transactions and has taken (or refrained from taking) other material actions in reliance upon the entry by the parties into the Transactions to which this Agreement relates on the terms and conditions set forth herein.

(b) Each party signatory hereto represents to each other party that (i) it has not received and is not relying upon any legal, tax, regulatory, accounting or other advice (whether written or oral) of any other party regarding the Transactions, other than the representations expressly made by that other party in this Agreement (provided that Buyer may be relying on certain determinations and instructions made by the Issuer) and (ii) in respect of the Transactions, (A) it has the capacity to evaluate (internally or through independent professional advice) the Transactions and has made its own decision to enter into the Transactions and (B) it understands the terms, conditions and risks of the Transactions and is willing to assume (financially and otherwise) those risks. Each of the Issuer and Buyer acknowledges that Seller (i) has advised Buyer and the Issuer to consult their own professional advisors in connection with the Transactions and that such parties have done so; (ii) is not acting as a fiduciary or financial investment or commodity trading advisor for Buyer or the Issuer; and (iii) has not given to Buyer or the Issuer (directly or indirectly through any person) any assurance or guaranty of the merits of the Transactions.

12.7. Counterparts. This Agreement may be executed in one or more original or facsimile counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

12.8. Successors and Assigns. This Agreement and all obligations and rights arising hereunder shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns and beneficiaries. Notwithstanding the foregoing, neither this Agreement, the obligations and rights arising under this Agreement, nor any part hereof, may be sold, pledged or assigned or otherwise transferred by Seller or the Buyer without the prior written consent of the other parties hereto and any such attempted sale, pledge, assignment or transfer shall be void ab initio; provided, however, that Seller may transfer this Agreement or any of its rights, interests or obligations hereunder (i) to any Affiliate of Seller if from and after such transfer, the obligations of the transferee hereunder shall be guaranteed by the Guarantor under the same terms or terms at least as favorable to Buyer as the terms of the Guarantee or shall be rated not less than AAA by Fitch or Aaa by Moody's or (ii) as provided in Section 8.2 hereof; and any successor or assign of Buyer as Trustee under the Bond Indenture and Master Trust Agreement, upon written notice by Buyer to Seller, will succeed to all right, title and interest of the Buyer in this Agreement.

IN WITNESS WHEREOF, the Buyer and Seller have caused this ANNEX I to be duly executed and delivered as of the Initial Purchase Date.

UMB BANK, N.A., AS TRUSTEE UNDER THE
BOND INDENTURE AND AS MASTER TRUSTEE
UNDER THE MASTER TRUST AGREEMENT, AS
BUYER

By: 
Title: Vice President

CDC FUNDING CORP., AS SELLER

By: _____
Title:

By: _____
Title:

IN WITNESS WHEREOF, the Buyer and Seller have caused this ANNEX I to be duly executed and delivered as of the Initial Purchase Date.

UMB BANK, N.A., AS TRUSTEE UNDER THE
BOND INDENTURE AND AS MASTER TRUSTEE
UNDER THE MASTER TRUST AGREEMENT, AS
BUYER

By: _____
Title: Vice President

CDC FUNDING CORP., AS SELLER

By: Michael Lamm
Title: M. Director

By: William Branagh
Title: William Branagh
Director

EXHIBIT A
TERMS AND CONDITIONS

1. Listed below are further economic and supplemental terms and conditions of the Investment under the Agreement.

2. **Construction Loan Fund** The Construction Loan Fund established under the Authorizing Document (excluding the Kansas City Construction Account).

a. *Initial Purchase Price:* The aggregate initial Purchase Price for the Construction Loan Fund will be \$84,626,873.36.

b. *Maturity Date:* July 1, 2004.

c. *Pricing Rate:* 3.20% per annum, calculated on a 30/360 day basis.

d. *Price Differential Payment Date:* One Business Day prior to each January 1 and July 1, commencing one Business Day prior to July 1, 2002 and on the Final Repurchase Date. Price Differential payments shall be made by the purchase by Buyer of Additional Purchased Securities with respect to the Repayment and Debt Service Fund hereunder on each Price Differential Payment Date in the amount of such Price Differential payment then due.

e. *Additional Purchases:* None.

f. *Permitted Repurchase Purposes:* Buyer shall have the right to designate Repurchase Dates and Repurchase Prices, subject to Repurchase Limitations, for such purposes permitted for the Construction Loan Fund as expressly provided in the Authorizing Document. The Permitted Repurchase Purpose shall be specified on a repurchase request delivered to Seller, in the form of EXHIBIT B.

g. *Repurchase Limitations:* With respect to any repurchases hereunder, (i) the Repurchase Date set forth in Buyer's written repurchase request shall be not earlier than two (2) Business Days after Seller's receipt from Buyer of such written request (it being agreed that any such written request shall only be deemed effective on a Business Day if received at or before 1:00 p.m. New York City time on such Business Day); (ii) any Repurchase Date designated by Buyer shall be not earlier than one (1) Business Day prior to the date on which the Repurchase Price to be received by Buyer is expected to be applied pursuant to the Authorizing Document; (iii) the Repurchase Price requested by Buyer shall not exceed the amount expected to be so applied by Buyer; and (iv) Buyer shall not request more than two repurchases during any calendar month. In no event shall Buyer request a repurchase for the direct or indirect purpose of reinvestment.

3. Repayment Fund and Debt Service Fund (other than the Restricted Accounts) (collectively, the "Repayment and Debt Service Fund")

a. *Initial Purchase Price:* \$290,262.60.

b. *Maturity Date:* June 30, 2023.

c. *Pricing Rate:* 4.85% per annum, calculated on a 30/360 day basis.

d. *Price Differential
Payment Date:*

One Business Day prior to each January 1 and July 1, commencing one Business Day prior to July 1, 2002, and on the Final Repurchase Date. Price Differential payments shall be made by the purchase by Buyer of Additional Purchased Securities with respect to the Repayment and Debt Service Fund on each such Price Differential Payment Date in the amount of such Price Differential payment then due.

e. *Additional Purchases:*

Additional purchases shall be made on each Price Differential Payment Date in the amount of Price Differential then due with respect to the Construction Loan Fund, the Repayment and Debt Service Fund, and the Reserve Fund. Additional purchases shall also be made in amounts which are required to be deposited in the Repayment and Debt Service Fund with respect to the Bonds in accordance with the Authorizing Document. With respect to any such additional purchases, (i) such additional purchase shall be made only from sources derived from the Bonds in accordance with the Authorizing Document; (ii) any such additional purchase shall be made on not less than two (2) Business Days' prior written notice to Seller and Custodian, which notice shall specify the Purchase Price of the Purchased Securities to be purchased, the Purchase Date therefor, and that such purchase relates to the Repayment and Debt Service Fund hereunder; and (iii) Buyer shall make not more than one additional purchase with respect to the Repayment and Debt Service Fund during any calendar week. It is anticipated that the aggregate Purchase Price of Purchased Securities with respect to the Repayment and Debt Service Fund shall not exceed \$12,000,000 at any time.

f. *Permitted Repurchase
Purposes:*

Subject to Repurchase Limitations, all repurchases must be for such purposes permitted for the Repayment and Debt Service Fund with respect to the Bonds as expressly provided in the Authorizing Document; provided, that repurchases may also be made in order to protect the tax-exempt status of the Bonds, so long as the amount of such repurchase is the minimum amount necessary to preserve the tax-exempt status of the Bonds. The Permitted Repurchase Purpose shall be specified on a repurchase request delivered to Seller, in the form of EXHIBIT B.

g. *Repurchase Limitations:*

With respect to any repurchases hereunder, (i) the Repurchase Date set forth in Buyer's written repurchase request shall be not earlier than one (1) Business Day after Seller's receipt from Buyer of such written request (it being agreed that any such written request shall only be deemed effective on a Business Day if received at or before 1:00 p.m. New York City time on such Business Day), (ii) any Repurchase Date designated by Buyer shall be not earlier than one (1) Business Day prior to the date on which the Repurchase Price to be received by Buyer is expected to be applied pursuant to the Authorizing Document; (iii) the Repurchase Price requested by Buyer shall not exceed of the amount expected to be so applied by Buyer; and (iv) Buyer shall not request more than two

repurchases during any calendar month. In no event shall Buyer request a repurchase for the direct or indirect purpose of reinvestment.

4. Reserve Fund and the Restricted Accounts of the Debt Service Fund held by the Trustee and the Dedicated Reserve Fund held by the Master Trustee to the extent allocable to the Bonds (collectively, the "Reserve Fund").

- a. Initial Purchase Price:* \$0.
- b. Maturity Date:* June 30, 2023.
- c. Pricing Rate:* 4.5211% per annum, calculated on a 30/360 day basis.
- d. Price Differential Payment Date:* One Business Day prior to each January 1 and July 1, commencing one Business Day prior to July 1, 2002, and on the Final Repurchase Date. Price Differential payments shall be made by the purchase by Buyer of Additional Purchased Securities with respect to the Repayment and Debt Service Fund on each such Price Differential Payment Date in the amount of such Price Differential payment then due.
- e. Additional Purchases:* Additional purchases shall be made in amounts which are required to be deposited in the Reserve Fund with respect to the Bonds. In the event of any repurchase made to avoid or cure a default on the Bonds, Buyer may make additional purchases that in the aggregate are up to the amount of such repurchase within 24 months after the date of such repurchase. With respect to any additional purchase with respect to the Reserve Fund, any such additional purchase shall be made on not less than two (2) Business Days' prior written notice to Seller and Custodian, which notice shall specify the Purchase Price of the Purchased Securities to be purchased, the Purchase Date therefor, and that such purchase relates to the Reserve Fund hereunder.
- f. Permitted Repurchase Purposes:* Subject to Repurchase Limitations, all repurchases shall be made (i) for the purposes permitted under the Authorizing Document for the Reserve Fund with respect to the Bonds, (ii) to avoid or cure a default on the Bonds in accordance with the Authorizing Document, and (iii) in order to protect the tax-exempt status of the Bonds, so long as the amount of such repurchase is the minimum amount necessary to preserve the tax-exempt status of the Bonds. The Permitted Repurchase Purpose shall be specified on a repurchase request delivered to CDCFC, in the form of EXHIBIT B.
- g. Repurchase Limitations:* With respect to any repurchases hereunder, (i) the Repurchase Date set forth in Buyer's written repurchase request shall be not earlier than one (1) Business Day after Seller's receipt from Buyer of such written request (it being agreed that any such written request shall only be deemed effective on a Business Day if received at or before 1:00 p.m. New York City time on such Business Day); (ii) any Repurchase Date designated by Buyer shall be not earlier than one (1) Business Day prior to the date on which the Repurchase Price to be received by Buyer is expected to be applied pursuant to the Authorizing Document; (iii) the Repurchase Price requested by Buyer shall not exceed of the amount expected to be so applied by Buyer; and (iv) Buyer shall not request more than two

repurchases during any calendar month. In no event shall Buyer request a repurchase for the direct or indirect purpose of reinvestment

EXHIBIT B

FORM OF REQUEST FOR REPURCHASE/ADDITIONAL PURCHASE

(FOR FLEX DATES THAT ARE NOT
ALREADY SCHEDULED IN THE REPURCHASE AGREEMENT)

[Letterhead of Trustee]

[Date]

CDC FUNDING CORP.
9 West 57th Street
New York, New York 10019
Attention: Helen Tellas
Fax: (212) 891-6290
Phone: (212) 891-6161

Re: Master Repurchase Agreement, dated as of November 20, 2001 by and between UMB BANK, N.A.,
as Trustee and as Master Trustee, and CDC FUNDING CORP.

The undersigned hereby requests a repurchase/additional purchase pursuant to the above-referenced Master Repurchase Agreement as set forth below:

MISSOURI WATER 2001C
--G-00782-001 (Construction Loan Fd)
--G-00782-010 (Repyt & Debt Serv fund)
--G-00782-011 (Reserve Fund)

FUND FOR WHICH REPURCHASE/ADDITIONAL PURCHASE REQUESTED:

REQUEST DATE:

NOTICE DAYS:

AMOUNT:

PURPOSE OF REPURCHASE REQUEST:

Payment instructions, including bank, ABA#, account number, account name and reference:

Telephone Number of Trustee: _____

The above request has been reviewed against the terms contained in the above-referenced Master Repurchase Agreement, including the applicable notice period for repurchases/additional purchase and is in accordance with the terms and conditions thereof.

Name: _____

Title: _____

Please confirm receipt of this [fax] by CDC FUNDING CORP. at telephone number (212) 891-6161.

EXHIBIT C

PERMITTED SECURITIES

	<u>Securities</u>	<u>Buyer's and Seller's Margin Percentages</u>
(a)	Any bond or other obligations which as to principal and interest constitute direct general obligations of the United States of America, and obligations of, or fully guaranteed by, the Government National Mortgage Association.	105%
(b)	Any bond, debenture, note, mortgage participation certificate, mortgage pass through certificate in physical or book-entry form, or other evidence of indebtedness issued by or the timely payment of which is guaranteed by the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association.	105%
(c)	Commercial Paper rated in the highest category by Moody's with maturities of 180 days or less, so long as the issuer thereof has assets of at least \$500,000,000 and not more than 5% of the Repurchase Price at any time is met with commercial paper from any one issuer.	105%
(d)	Cash	100%

ANNEX II

COMMUNICATIONS AND NOTICES

If to Seller send to:

CDC Funding Corp.
9 West 57th Street, 36th Floor
New York, New York 10019

Attention: Michael P. Frasco
Telephone No.: (212) 891-6202
Facsimile No.: (212) 891-3319

If to the Issuer send to:

State Environmental Improvement and Energy
Resources Authority
325 Jefferson Street
Jefferson City, Missouri 65101

Attention: Karen Massey
Telephone No.: (573) 751-7199
Facsimile No.: (573) 635-3486

If to Buyer send to:

UMB Bank, N.A.
6 S. Broadway, Suite 432
St. Louis, Missouri 63102

Attention: Becky Dengler
Telephone No.: (314) 612-8485
Facsimile No.: (314) 612-8499