

This Synthetic Investment Contract (hereinafter to be referred to as this “Contract”) is made and entered into as a contract as of the [SPECIFY THE DAY] day of [SPECIFY THE MONTH], [SPECIFY THE YEAR] by and among the Plan Trustor, the Synthetic Investment Provider and the Plan Trustee.

**RECAPITULATIONS**

Whereas, the Money Manager has concurred, according to the [SPECIFY THE NAME OF THE RELEVANT CONTRACT OR AGREEMENT], to furnish cash management services in relation to the Plan Trustor's business operations; and

Whereas, the [SPECIFY THE NAME OF THE RELEVANT CONTRACT OR AGREEMENT] stipulates that the Plan Trustor, or the Money Manager for its sake, may put finances occasionally in interest-bearing accounts with the Plan Trustor. Likewise, the Provider has consented to pay interest on the funds remaining to the credit of the Plan Trustor at indicated rates decided as per the terms, conditions, and provisions of this Contract.

Now therefore, this Contract witnessed that with regard to the shared pledges, commitments, and understandings put forward in this Contract, the Plan Trustor, the Synthetic Investment Provider and the Plan Trustee concur as takes after:

**1. THE PARTIES**

**1.1 Plan Trustor**

The [SPECIFY THE FULL AND COMPLETE NAME OF THE PLAN TRUSTOR] (hereinafter to be referred to as the “Plan Trustor”) is a [SPECIFY THE TYPE OF LEGAL ENTITY], formed under the laws of [SPECIFY THE CITY AND STATE OF INCORPORATION OR REGISTRATION], with registered principal place of business is at [SPECIFY THE FULL AND COMPLETE PRINCIPAL PLACE OF BUSINESS ADDRESS].

**1.2 Synthetic Investment Provider**

The [SPECIFY THE FULL AND COMPLETE NAME OF THE SYNTHETIC INVESTMENT PROVIDER] (hereinafter to be referred to as the “Money Manager” and as the “Provider”) is a [SPECIFY THE TYPE OF LEGAL ENTITY], formed under the laws of [SPECIFY THE CITY AND STATE OF INCORPORATION OR REGISTRATION], with registered principal place of business is at [SPECIFY THE FULL AND COMPLETE PRINCIPAL PLACE OF BUSINESS ADDRESS].

**1.3 Plan Trustee**

The [SPECIFY THE FULL AND COMPLETE NAME OF THE BUSINESS ENTITY] (hereinafter to be referred to as the “Plan Trustee”) is a [SPECIFY THE TYPE OF LEGAL ENTITY], formed under the laws of [SPECIFY THE CITY AND STATE OF INCORPORATION OR REGISTRATION], with registered principal place of business is at [SPECIFY THE FULL AND COMPLETE PRINCIPAL PLACE OF BUSINESS ADDRESS].

**2. THE SYNTHETIC INVESTMENT ACCOUNT**

Upon the directions of the Plan Trustor or the Money Manager for its sake, the Provider affirms that the Synthetic Investment Account has been opened in its books under the name and for the sake of the Plan Trustor, and it consents to acknowledge on deposit in the Synthetic Investment Account all amounts exchanged, from time to time, to the Synthetic Investment Account, subject to and upon the terms of the [SPECIFY THE NAME OF THE RELEVANT CONTRACT OR AGREEMENT] and this Contract.

**3. INTEREST**

3.1 Interest shall accumulate and be computed day by day on the Synthetic Investment Balance and shall be paid month to month in arrears past due on the Calculation Date at the Synthetic Investment Rate by payment for value on the same day to the Synthetic Investment Account or the Transaction Account.

3.2 On any day on which the interest becomes payable by the Provider under this Contract, the Provider shall pay the amount of interest then due in cleared, freely transferable and in immediately available funds, no later than the end of business on that day, or the following succeeding business day, or if such day is not a business day.

3.3 If a Plan Trustor Acceleration Notice is served on the Plan Trustor, at that point, on the date of such notice, the Provider shall pay to the Plan Trustee the total of all interest gathered on the Synthetic Investment Account on every day amid the month in which such notice is served up to the date of such notice. As and from the date of such notice, the Provider shall consent to the directions of the Plan Trustee in connection with the Synthetic Investment Account.

**4. WITHDRAWALS AND DEPOSITS**

4.1 Subject dependably to the arrangements of the [SPECIFY THE NAME OF THE RELEVANT CONTRACT OR AGREEMENT], the Plan Trustor, or the Money Manager for its sake, may on any business day inform the Provider that it wishes to withdraw on such date all or part of the Synthetic Investment Balance from the Synthetic Investment Account. The Provider shall concur to such notice and shall pay the indicated amount to the account specified in the notice. However, in the event that the notice is received after [SPECIFY THE SPECIFIC TIME] on any day, it shall be regarded to have been received at the opening of business on the following business day.

4.2 The Plan Trustor, or the Money Manager for its sake, may deposit, or get the deposit of, amounts in the Synthetic Investment Account, to the degree allowed by the terms of the [SPECIFY THE NAME OF THE RELEVANT CONTRACT OR AGREEMENT]. Likewise, Provider consents to acknowledge and credit to the Synthetic Investment Account such amounts as per alternate terms in this Contract.

**5. TERMINATION**

5.1 Following the end of the [SPECIFY THE NAME OF THE RELEVANT CONTRACT OR AGREEMENT], as well as the closing of the Synthetic Investment Account as per the [SPECIFY THE NAME OF THE RELEVANT CONTRACT OR AGREEMENT], the Plan Trustor or the Plan Trustee, as the case may be, shall terminate this Contract by serving a written notice of termination to the Provider.

5.2 With the earlier written approval of the Plan Trustee, the Plan Trustor, or the Money Manager or the Plan Trustee for its sake, may, terminate this Contract in the occasion that a default is made by the Provider in the execution or recognition of its pledges and commitments, or a rupture by the Provider is made in its portrayal, guarantees, and agreements. The pertinent consent referred above shall not be unreasonably withheld unless the Plan Trustee verifies that the termination of this Contract would be really biased to the interests of the Covered Plan Holders.

**6. REPRESENTATIONS, WARRANTIES AND COVENANTS**

6.1 The Provider portrays, guarantees, and pledges with, each of the Money Manager, the Plan Trustor and the Plan Trustee at the date hereof, on each date on which a sum is credited to the Synthetic Investment Account and on every Plan Trustor Payment Date, that:

**6.1.1** it is a [SPECIFY THE TYPE OF LEGAL ENTITY] constituted under the laws of [SPECIFY THE STATE OR COUNTRY] and appropriately fit to do business in each jurisdiction where the nature of its business expects it to be so qualified, aside from where the inability to qualify would not constitute a Material Adverse Event;

**6.1.2** the performance, conveyance and execution by the Provider of this Contract (I) are within the Provider's corporate powers, (ii) have been appropriately approved by all fundamental corporate activity, and (iii) does not contradict or result in a default under or strife with (1) the contacting reports of the Provider, (2) any law, statute, or regulation relevant to the Provider, or (3) any writ, concession, judgment, decree, order, demand, request, injunction or legally binding contractual commitment on or influencing the Provider or its property;

**6.1.3** it has the essential experience, capabilities, offices and different assets to carry out its duties under this Contract and the other Transaction Documents to which it is a party and it will give all due aptitude, care, and timelessness to the execution of its commitments and the activity of its discretions under this Contract;

**6.1.4** It shall consent to the arrangements of, and carry out its commitments under this Contract, the other Transaction Documents to which it is a party, for each situation in any way;

**6.1.5** It is and shall keep to be in good standing and on favorable terms with the [SPECIFY THE RELEVANT ORGANIZATION RESPONSIBLE FOR FINANCIAL REGULATION] in the [SPECIFY THE STATE OR COUNTRY];

**6.1.6** it is and shall keep on being in material consistency with its internal policies and methodology important to the services to be given by it as per this Contract and the other Transaction Documents to which it is a party; and

**6.1.7** It is and shall keep on being in material consistency with all relevant and applicable laws, controls and principles in connection to the services provided by it as per this Contract and the other Transaction Documents to which it is a party.

6.2 The Provider commits to inform the Plan Trustor and the Plan Trustee without delay, whenever amid the term of this Contract, any of the portrayals, guarantees, and commitments of the Provider stop to be valid.

**7. ASSIGNMENT**

7.1 Save as generally pondered in this Contract or the [SPECIFY THE NAME OF THE RELEVANT CONTRACT OR AGREEMENT], no party, other than the Plan Trustee, may relegate or exchange any of its rights or commitments under this Contract, without the earlier written approval of the Plan Trustee, and Rating Agency Confirmation having been acquired by the Plan Trustor or the Money Manager for its sake, with regard to any such assignment.

7.2 Notwithstanding the preceding provision, the parties under this Contract (i) recognize that the Plan Trustor may give a hypothec on, and a security interest for, all of its rights, interest and title for this Contract in favor of [SPECIFY THE FULL AND COMPLETE NAME OF THE COMPANY OR BUSINESS ENTITY], for the advantage of the Secured Creditors, including the holders of the Covered Plans, as per and according to the terms of the [SPECIFY THE NAME OF THE RELEVANT CONTRACT OR AGREEMENT]; and (ii) affirm that no Rating Agency Confirmation shall be further required.

**8. MANDATE AND AGENCY**

The Provider concurs and affirms that, unless the Provider is generally informed by the Plan Trustor or the Plan Trustee as per the terms of this Contract, the Money Manager, as agent and mandatary of the Plan Trustee, may act on behalf of the Plan Trustor under this Contract.

**9. INFORMATION**

The Provider shall give to the Plan Trustee or the Plan Trustor (or the Money Manager for its sake), or secure the arrangement to the Plan Trustee of, such data and confirmation with regard to any transaction between the Plan Trustor and the Provider or generally under or in connection with this Contract as the Plan Trustee may reasonably ask for and the Plan Trustor, therefore, defers any right or obligation of secrecy and confidentiality which it may have or which may be owed to it by the Provider with regard to the revelation of such data and evidence.

**10. NOTICES**

10.1 Any notice or correspondence required under this Contract shall be in writing and given by conveying it or sending it by prepaid first class mail to the registered business address of such party put forward above unless an alternative address is given beneath, in which case conveyance shall be to the address stipulated underneath, or by copy transmission to the fax number put forward beneath, as material:

* In the case of the Plan Trustor, to:

[INSERT SENDING DETAILS]

* In the case of the Provider or the Money Manager, to:

[INSERT SENDING DETAILS]

* In the case of the Plan Trustee, to:

[INSERT SENDING DETAILS]

10.2 Any such correspondence shall be regarded to have been truly and viably given (i) if actually conveyed, on the date of such conveyance if such date is a business day and such conveyance was made before the closing time of the specific business day and generally on the following business day, (ii) in the case of first class mail, when it shall be received in the customary course of the post or (iii) if transmitted by copy transmission, on the business day following the date of transmission provided that the transmitter gets an affirmation of effective transmission.

10.3 Any party may change its address for notice, or fax contact data for service anytime by furnishing a written notice, and any resulting notice shall be sent to such party at its changed address, or fax contact data, as material.

**11. THE PLAN TRUSTEE**

11.1 If there is any adjustment in the identity of the Plan Trustee, the Plan Trustor, the Money Manager and the Provider shall execute such reports and make such move as the successor Plan Trustee and the outgoing Plan Trustee may sensibly require to vest in the successor Plan Trustee the rights and commitments of the outgoing Plan Trustee under this Contract.

11.2 It is therefore recognized and concurred that by its execution of this Contract, the Plan Trustee shall not accept or have any of the commitments or liabilities of the Plan Trustor, the Money Manager or the Provider under this Contract. Further, the Plan Trustee has consented to become a party to this Contract for the reason of taking the advantage of this Contract and consenting to corrections to this Contract. For the evasion of uncertainty, the parties to this Contract recognize that the rights and commitments of the Plan Trustee are represented by the [SPECIFY THE NAME OF THE RELEVANT CONTRACT OR AGREEMENT]. Any right or liberty which may be practiced or assurance which may be made under this Contract by the Plan Trustee may be practiced or made in the Plan Trustee's outright carefulness with no commitment to give explanations therefore. The Plan Trustee shall not be responsible for any risk occasioned by so acting if acting as per the terms of the [SPECIFY THE NAME OF THE RELEVANT CONTRACT OR AGREEMENT], yet without preference to the commitment of the Plan Trustee to act sensibly.

**12. AMENDMENTS, VARIATION AND WAIVER**

12.1 Any change, alteration, variation or waiver of rights to this Contract requires the earlier written approval of the each party to this Contract.

12.2 Each proposed revision, variety or waiver of rights under this Contract is considered by the Plan Trustor to be a material alteration, variety or waiver, and shall be liable to Rating Agency Confirmation. For conviction, any correction to (i) a Ratings Trigger accommodated in this Contract brings down the appraisals determined therein, or (ii) the outcomes of breaking a Ratings Trigger accommodated in this Contract makes such results less cumbersome, shall, as for each influenced Rating Agency only, be considered to be a material revision and shall be liable to Rating Agency Confirmation from each influenced Rating Agency. The Plan Trustor, or the Money Manager for its sake, shall convey a notice to the Rating Agencies every once in a while of any alteration, varieties or waivers for which the Rating Agency Confirmation is not required, provided that the inability to convey such notice shall not constitute a break of the commitments of the Plan Trustor under this Contract.

12.3 For more prominent conviction, the rights under this Contract may only be changed, deferred or postponed by written agreement between the parties. Any disappointment or deferral by a party in upholding, or demanding strict execution of, any arrangement of this Contract won't be shall not be deemed to be a waiver, correction or variety of such arrangement or in any capacity influence the legitimacy or enforceability of this Contract.

**13. NON-PETITION**

The Money Manager and Provider concur that they shall not commence or join some other Person or entity in commencing a claim against, or regarding, the Plan Trustor, or any of the general partners of the Plan Trustor, any occasion of insolvency, bankruptcy, or indebtedness insofar as any Covered Plans issued by the Issuer shall be outstanding or there shall not have slipped by [SPECIFY THE NUMBER OF YEAR(S) IN WORDS (SPECIFY THE NUMBER OF YEAR(S) IN NUMERIC FORM)] year(s) plus [SPECIFY THE NUMBER OF WORKING DAY(S) IN WORDS (SPECIFY THE NUMBER OF WORKING DAY(S) IN NUMERIC FORM)] working day(s) since the last day on which any such Covered Plans shall have been outstanding.

**14. GOVERNING LAW** **AND** **SUBMISSION TO JURISDICTION**

14.1 This Contract shall be governed, administered by, and interpreted as per, the laws of the [SPECIFY THE APPLICABLE CITY OR PROVINCE] and the of [SPECIFY APPLICABLE STATE OR COUNTRY] pertinent therein, without respect to strife of law standards.

14.1 Each of the parties in this Contract unalterably submits and adorns to the non-exclusive jurisdiction of the courts of the [SPECIFY THE APPLICABLE CITY AND STATE] in any action or proceeding emerging out of or identifying with this Contract, and therefore irreversibly concurs that all cases with regard to such action or proceeding may be heard and determined by such courts. Each party to this Contract therefore permanently forgoes, to the greatest degree it may conceivably do as such, any defense or case that the courts of the [SPECIFY THE APPLICABLE CITY AND STATE] are inconvenient forum for the hearing or support of such action or proceeding.

IN WITNESS WHEREOF, the Plan Trustor, the Plan Trustee, and the Provider (or the Money Manager) have executed this Contract on the day and year initially written above.

**FOR PLAN TRUSTOR:**

[SPECIFY THE FULL AND COMPLETE NAME OF THE PLAN TRUSTOR]

BY: [SPECIFY THE NAME OF THE PLAN TRUSTOR’S SIGNATORY]

TITLE: [SPECIFY THE TITLE OR POSITION OF THE PLAN TRUSTOR’S SIGNATORY]

**FOR PROVIDER OR THE MONEY MANAGER:**

[SPECIFY THE FULL AND COMPLETE NAME OF THE PROVIDER OR THE MONEY MANAGER]

BY: [SPECIFY THE NAME OF THE PROVIDER OR THE MONEY MANAGER’S SIGNATORY]

TITLE: [SPECIFY THE TITLE OF THE PROVIDER OR THE MONEY MANAGER’S SIGNATORY]

**FOR PLAN TRUSTEE:**

[SPECIFY THE FULL AND COMPLETE NAME OF THE PLAN TRUSTEE]

BY: [SPECIFY THE NAME OF THE PLAN TRUSTEES SIGNATORY]

TITLE: [SPECIFY THE TITLE OR POSITION OF THE PLAN TRUSTEE’S SIGNATORY]