

Party A appoints as its Process Agent: Deutsche Bank AG – New York branch  
60 Wall Street  
New York, NY 10005

Party B appoints as Process Agent: Darren K. Indyke  
Darren K. Indyke, PLLC  
575 Lexington Avenue, 4th Floor  
New York, New York 10022

(c) **Offices.** The provisions of Section 10(a) will apply to this Agreement.

(d) **Multibranch Party.** For the purpose of Section 10(b) of this Agreement:

Party A is a Multibranch Party and may act through the following Offices: Its New York, London, Tokyo, Paris, Singapore, Brussels, Sydney, Amsterdam, Vienna, Canada (Toronto), New Zealand (Auckland), and Zurich Branches, and its Frankfurt Head Office.

Party B is not a Multibranch Party.

(e) **Calculation Agent.** The Calculation Agent shall be Party A.

(f) **Credit Support Document.** Details of any Credit Support Document:

The ISDA Credit Support Annex and supplementary “Paragraph 13 - Elections & Variables” in the form appended hereto shall constitute a “Credit Support Document” in relation to each party, respectively, with respect to all of the obligations of the parties and for all purposes of this Agreement.

(g) **Credit Support Provider.** Not applicable.

(h) **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York (without reference to its choice of law doctrine).

(i) **Multiple Transaction Payment Netting.** Multiple Transaction Payment Netting will apply separately as agreed in writing from time to time.

(j) **Absence of Litigation.** For the purpose of Section 3(c):

“Specified Entity” means in relation to Party A, None.

“Specified Entity” means in relation to Party B, None.

(k) **No Agency.** The provisions of Section 3(g) will apply to this Agreement.

(l) **Additional Representation** will apply. For the purpose of Section 3 of this Agreement each of the following will constitute an Additional Representation:

(i) **Representations of All Parties.** Each party will be deemed to represent and warrant to the other party on and as of the date that it enters into a Transaction (which representations and warranties shall be deemed repeated on and as of each date that any