

(bbb) "*Specified Agreement*" means any master agreement (including, but not limited to, any ISDA Master Agreement (as published by the International Swaps & Derivatives Association, Inc., the "ISDA Agreement"), any prime brokerage agreement and any master securities lending agreement or other master agreement for financial transactions) between Party A (including any of its affiliates) and Party B whether executed now or at any time in the future which governs the terms of transactions entered into between the parties pursuant to any such master agreement regardless of whether any one or more of any such transactions was or were entered into before or after the execution of any such master agreement;

(ccc) "*Code*", the United States of America Internal Revenue Code of 1986, as amended; and

(ddd) "*FATCA*", Sections 1471 through 1474 of the Code, any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code".

- (b) Subparagraph 2(s) "*Equivalent Securities*" shall be deleted in its entirety and replaced by the following:

"(s) "*Equivalent Securities*", with respect to a Transaction, Securities equivalent to Purchased Securities under that Transaction. If and to the extent that such Purchased Securities have been redeemed, the expression shall mean a sum of money equivalent to the proceeds of the redemption, without taking into account any deduction or withholding imposed or collected in connection with FATCA that would not have been imposed but for Buyer's non-compliance with FATCA."

3. The following supplemental terms and conditions shall apply:

- (a) Save for the amendments made hereby, the parties agree that the text of the body of the Agreement is intended to conform with the Global Master Repurchase Agreement (November 2000 version) promulgated by the Securities Industry and Financial Markets Association (formerly, The Bond Market Association) and the International Capital Market Association (formerly, the International Securities Market Association) (or any other respective successor organisation) and shall be construed accordingly.
- (b) In the event that any of the events listed in subparagraphs (i), (iii), (iv) or (v) of paragraph 10(a) occurs, the parties agree that no such event shall be an Event of Default unless continuing un-rectified by close of business on the Business Day following notice of that event being served by the non-Defaulting Party on the Defaulting Party, provided however, that this subparagraph shall only apply if the occurrence of the said event(s) is, as demonstrated to the reasonable satisfaction of the non-Defaulting Party, caused by an error or omission of an administrative or operational nature and further that funds were available to the Defaulting Party to enable it to make the relevant payments when due.
- (c) Each individual paragraph of this Annex I shall be read as separate and distinct from the other paragraphs, and in the event that any paragraph or any provision thereof is deemed void or unenforceable, the other paragraphs and provisions of the affected paragraph shall remain in full force and effect.
- (d) Neither party may require a Margin Transfer to it under the Agreement if its Net Exposure in respect of the other party is less than **USD 100,000** (or the equivalent in other currencies at the Spot Rate).
- (e) Paragraph 2(aa) of the Agreement shall be deleted in its entirety and replaced with the following:
"Margin Securities", in relation to a Margin Transfer, Securities reasonably acceptable to the party calling for such Margin Transfer; and, in cases where the party calling for such Margin Transfer is Party A, then "reasonably acceptable" shall, unless otherwise agreed, mean U.S. Treasury instruments or U.S. dollar cash;