

B in connection with any obligation under the Agreement. Each of Party A and Party B agrees to proceed solely against the other to collect or recover any amounts owing to it or to enforce any of its rights in connection with or as a result of Applicable Transactions under the Agreement.

- (c) Any and all notices, demands or communications of any kind relating to Applicable Transactions hereunder shall be transmitted exclusively through DBSI, notwithstanding anything to the contrary contained in Annex 1.
- (d) Party A, Party B and DBSI each acknowledge that this Agreement shall not govern any repurchase or buy/sell back transaction between (a) DBSI, acting in its individual capacity, and Party B or (b) Party B and any entity other than Party A, regardless of whether DBSI is acting as agent for any such other entity.

7. **FORWARD TRANSACTIONS.** The following additional terms relating to Forward Transactions shall apply:

- (a) The parties agree that Forward Transactions (as defined in subparagraph (i)(A) below) may be effected under this Agreement and accordingly the provisions of subparagraphs (i) to (iv) below shall apply.
  - (i) The following definitions shall apply-
    - (A) “*Forward Transaction*”, a Transaction in respect of which the Purchase Date is at least three Business Days after the date on which the Transaction was entered into and has not yet occurred;
    - (B) “*Forward Repricing Date*”, with respect to any Forward Transaction the date which is such number of Business Days before the Purchase Date as is equal to the minimum period for the delivery of margin applicable under paragraph 4(g).
  - (ii) The Confirmation relating to any Forward Transaction may describe the Purchased Securities by reference to a type or class of Securities, which, without limitation, may be identified by issuer or class of issuers and a maturity or range of maturities. Where this paragraph applies, the parties shall agree the actual Purchased Securities not less than two Business Days before the Purchase Date and Buyer or Seller (or both), as shall have been agreed, shall promptly deliver to the other party a Confirmation which shall describe such Purchased Securities.
  - (iii) At any time between the Forward Repricing Date and the Purchase Date for any Forward Transaction the parties may agree either –
    - (A) to adjust the Purchase Price under that Forward Transaction; or
    - (B) to adjust the number of Purchased Securities to be sold by Seller to Buyer under that Forward Transaction.
  - (iv) Where the parties agree to an adjustment under paragraph (iii) above, Buyer or Seller (or both), as shall have been agreed, shall promptly deliver to the other party a Confirmation of the Forward Transaction, as adjusted in under paragraph (iii) above.
- (b) Where the parties agree that this paragraph shall apply, paragraphs 2 and 4 of the Agreement are amended as follows.
  - (i) Paragraph 2(ww) is deleted and replaced by the following:
    - “(ww) “*Transaction Exposure*” means -
      - (a) with respect to any Forward Transaction at any time between the Forward Repricing Date and the Purchase Date, the difference between (A) the Market Value of the Purchased Securities at the relevant time and (B) the Purchase Price;
      - (b) with respect to any Transaction at any time during the period (if any) from the Purchase Date to the date on which the Purchased Securities are delivered to Buyer or, if earlier, the date on which the Transaction is terminated under paragraph 10(g), the difference between (A) the Market