

3. PART B

SWAP TRADING ADDENDUM

If you are a US person, please complete this Swap Trading Addendum and the attached Annex and return signed, completed copies of both to your DB representative.

This Swap Trading Addendum (the “**Addendum**”) modifies and supplements the contract or contracts used by Client and DB to document their swaps (the “**Agreement**”). If Client and DB are not currently documenting their swaps under a form of standard master swap agreement published by the International Swaps and Derivatives Association, Inc. (“**ISDA**”) or another industry group that has been manually signed by the parties, then by delivery of the Addendum to DB, Client is agreeing that (1) as and from the date that DB signs this Addendum, the parties shall be deemed to have entered into an ISDA 2002 Master Agreement, without any Schedule thereto, except the election that such agreement shall be governed by New York law (the “**Deemed ISDA Master Agreement**”), and (2) all swaps entered into by the parties after such date shall be subject to that Deemed ISDA Master Agreement. If, after the date of entry into this Addendum, Client and DB manually execute a form of standard master agreement published by ISDA or another industry group, this Addendum shall supplement and form part of that master agreement (as supplemented by the Addendum, the “**Subsequent Agreement**”) and all swaps previously governed by the terms of the Deemed ISDA Master Agreement shall thereafter be governed by the terms of the Subsequent Agreement.

Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Glossary which constitutes Part 8 of the Dodd-Frank Protocol.

1. **CLIENT VERIFICATION.**

Client represents (which representations are deemed repeated as of the time of each Swap Transaction Event) and warrants to DB that:

- 1.1 Client Information. Client has duly completed the Client Information Form in the Swap Addendum Annex and the information contained therein is true and correct.
- 1.2 Not Regulated Swap Entity. Client is not a Swap Dealer, Security-Based Swap Dealer, Major Swap Participant or a Major Security-Based Swap Participant.
- 1.3 Eligible Contract Participant. Client is an Eligible Contract Participant (“**ECP**”). Client has duly completed the ECP Questionnaire in the Swap Addendum Annex and the information contained therein is true and correct. If the obligations of Client in its swaps with DB are guaranteed by another person or persons (each, a “**Guarantor**”), Client will cause each Guarantor to complete the ECP Questionnaire for Guarantors provided as Part 5 of this Protocol confirming it is an ECP to DB as a condition precedent to discussing additional swaps and/or swap trading strategies with DB.

If Client has indicated in the Eligible Contract Participant Questionnaire that it is either a “Hedging Entity ECP” or a “Hedging Individual ECP”, Client further represents to DB that, for so long as Client remains either a Hedging Entity ECP or a Hedging Individual ECP, each swap entered into by Client under this Agreement will be entered into in connection with the conduct of Client’s business or to manage the risk associated with an asset or liability owned or incurred, or reasonably likely to be owned or incurred, by Client in the conduct of Client’s business.