

- (iv) **“Exposure.** The definition of “Exposure” in Paragraph 12 is hereby amended by replacing “Valuation Date” in the first line thereof with “Valuation Time”.
- (v) **Limit on Secured Party’s Liability.** The Secured Party will not be liable for any losses or damages that the Pledgor may suffer as a result of any failure by the Secured Party to perform, or any delay by it in performing, any of its obligations under this Annex if the failure or delay results from circumstances beyond the reasonable control of the Secured Party or its Custodian, such as interruption or loss of computer or communication services, labor disturbance, natural disaster or local or national emergency.
- (vi) **Further Assurances.** If the Pledgor fails (a) to execute and deliver to the Secured Party such financing statements, assignments, or other documents or (b) to do such other things relating to the Posted Collateral as the Secured Party may reasonably request in order to protect and maintain its security interest in the Posted Collateral and to protect, preserve, and realize upon the Posted Collateral, then the Secured Party is hereby authorized by the Pledgor (but not required) to complete and execute such financing statements, assignments, and other documents as the Secured Party deems appropriate for such purposes. The Pledgor hereby appoints the Secured Party, during the term of this Agreement, as the Pledgor’s agent and attorney-in-fact to complete and execute such financing statements, assignments and other documents and to perform all other acts which the Secured Party may deem appropriate to protect and maintain its security interest in the Posted Collateral and to protect, preserve, and realize upon the Posted Collateral. The power-of-attorney granted herein to the Secured Party is coupled with an interest and is irrevocable during the term of this Agreement.
- (vii) **Transfer.**

Eligible Collateral contained in Eligible Accounts shall be deemed (i) “Transferred” to Party A for purposes of this Annex at all times while such Eligible Accounts are designated as Cash Collateral Accounts in accordance with this Agreement, (ii) “Transferred” to Party B for purposes of this Annex when the security interest in such Eligible Collateral in favor of Party A is released, and (iii) held by Party A for purposes of this Annex at all times on and after the Transfer of such Eligible Collateral to Party A and before the Transfer of such Eligible Collateral to Party B.
- (viii) The terms of Paragraph 13 of the Annex shall be amended by inserting the following as a new paragraph (m) as follows:

**“(m) Withholding Tax on Interest Amount with respect to Posted Collateral comprised of Cash:**

The provisions of Section 2(d) of this Agreement shall not apply with respect to payment of the Interest Amount under this Annex, and any withholding tax on the Interest Amount shall not constitute an Indemnifiable Tax under this Agreement. Paragraph 6(d)(ii) of this Annex is hereby amended by inserting “less any applicable withholding tax” after “the Interest Amount” in line 4 thereof.

The parties hereby acknowledge and agree that, when interpreting any provision or representation in this Agreement (other than this Annex) relating to tax matters, references to “payment under this Agreement” or any other words with a similar purport made in this Agreement (excluding this Annex) shall be deemed to exclude payment of the Interest Amount under this Annex.”