

party or (C) subjecting such party to any material loss due to the re-characterization of any payments or deliveries to be made under such Transaction; or

- (iii) In the reasonable opinion of Party A, there is a material adverse change in the financial condition or credit standing of Party B or the Credit Support Provider of Party B from either the date of this Agreement or the date of the most recent financial statements of Party B or the Credit Support Provider of Party B delivered to Party A.
- (iv) Party B's net worth at any time is less than USD 15,000,000; net worth of Party B equals the assets of Party B minus the liabilities of Party B as reflected in the most recent financial statements of Party B delivered to Party A; or
- (v) If at any time Party B's Liquidity as defined herein as the aggregate sum of all cash plus cash equivalents in accordance with generally accepted accounting principles, held by Party B, falls below USD 15,000,000.

For the purpose of the foregoing Termination Events specified in clauses (i) through (v) above, Party B shall be deemed to be the Affected Party and Party A shall not be an Affected Party.

Part 2. Tax Representations.

- (a) ***Payer Tax Representations.*** For the purposes of Section 3(e) of this Agreement, Party A and Party B will each make the following representations to the other:

It is not required by any applicable law, as modified by the practice of any relevant governmental revenue authority, of any Relevant Jurisdiction to make any deduction or withholding for or on account of any Tax from any payment (other than interest under Section 9(h) of this Agreement) to be made by it to the other party under this Agreement. In making this representation, each party may rely on:

- (i) the accuracy of any representations made by the other party pursuant to Section 3(f) of this Agreement;
- (ii) the satisfaction of the agreement of the other party contained in Section 4(a)(i) or 4(a)(iii) of this Agreement and the accuracy and effectiveness of any document provided by the other party pursuant to Section 4(a)(i) or 4(a)(iii) of this Agreement, and
- (iii) the satisfaction of the agreement of the other party contained in Section 4(d) of this Agreement,

except that it will not be a breach of this representation where reliance is placed on clause (ii) and the other party does not deliver a form or document under Section 4(a)(iii) by reason of material prejudice to its legal or commercial position.

- (b) ***Payee Tax Representations.***

- (i) For purposes of Section 3(f) of this Agreement, Party A makes the following representations: