

which it enters into such Transaction(s), (ii) in which it books such Transaction(s) and/or (iii) through which it makes and receives payments and deliveries with respect to such Transaction(s), provided that:

- (i) Party A's Frankfurt head office is, when notice is given, included as an Office through which Party A may act in the Multibranch provision of the Schedule to the Agreement;
 - (ii) Party B will not as a result of such change be required on the next Scheduled Payment Date to pay to Party A an additional amount in respect of an Indemnifiable Tax under Section 2(d)(i)(4) greater than the amount that it would have been required to pay to Party A absent such change;
 - (iii) Party B will not as a result of such change receive on the next Scheduled Payment Date, by reason of any deduction or withholding for or on account of a Tax, and after giving effect to the payment of any additional amount required to be paid under Section 2(d)(i)(4)), a payment from Party A in an amount less than it would have received had such change not occurred; and
 - (iv) no Event of Default or Termination Event will occur as a result of such change."
- (g) Paragraph 13(l)(i)(A) of the Credit Support Annex to the Master Agreement is hereby deleted in its entirety and replaced with the following:
- "(A) ***Aggregate Ceiling Limit***" means USD 150,000,000."
- (h) Paragraph 13(l)(i)(U) of the Credit Support Annex to the Master Agreement is hereby deleted in its entirety and replaced with the following:
- "(U) ***Tier 1 Ceiling Limit***" means USD 150,000,000."

2. This Amendment Agreement is strictly limited as specified herein and except to the extent expressly provided herein, shall not be deemed or constitute a modification, acceptance or waiver of any other provision of the Master Agreement.
3. This Amendment Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. A complete set of executed counterparts shall be lodged with Party A and Party B.

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