

equal to USD 120,000,000; and (z) liquid assets at least equal to USD 45,000,000. Party B is prepared to bear, and will be capable of bearing (financially and otherwise) all risks associated with that Transaction and all other Transactions and has sufficient financial wherewithal to incur any loss associated with entering into and performing its obligations under that Transaction and all other Transactions.”

- (e) Part 5 of the Schedule to the Master Agreement is hereby amended by adding the following as a new subsection (o) thereto:

“(o) **Resolution Stays**

Subject to the below, the provisions set out in the Attachment to the ISDA 2015 Universal Resolution Stay Protocol as published by the International Swaps and Derivatives Association on 4 November 2015 (“Protocol”) and any additional Country Annex that has been published from time to time and to which DBAG has adhered are, mutadis mutandis, incorporated by reference, into this Agreement as though such provisions and definitions were set out in full herein, with any such conforming changes as are necessary to deal with what would otherwise be inappropriate or incorrect cross-references. References in the Protocol:

(A) the “Adhering Party” shall be deemed to be references to the parties to this Agreement;

(B) the “Adherence Letter” shall be deemed to be references to this Agreement;

(C) the “Implementation Date” shall be deemed to be references to the date of this Agreement; and

(D) this Agreement shall be deemed a “Covered Agreement”.

- (f) Part 5 of the Schedule to the Master Agreement is hereby amended by adding the following as a new subsection (p) thereto:

“(p) Section 10 of this Agreement is amended by the addition of the following Section 10(d):

“(d) Notwithstanding the provisions of Section 7, the other sub-sections of Section 10, any prior specification in a Confirmation for a Transaction or Transactions or any other provision of this Agreement, Party A may by thirty days’ prior written notice to Party B (which may be provided by email) at any time prior to the termination of a Transaction or Transactions or Master Confirmation intended to document multiple Transactions (howsoever described) designate its Frankfurt head office as the Office: (i) in the case of a Master Confirmation, through

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