

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.
4. This Amendment Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of New York (without reference to choice of law doctrine).
5. This Amendment Agreement shall become effective as set forth above on the date when Party A and Party B shall have signed a copy hereof (whether the same or different copies) and delivered (including by way of telecopier) the same to each other.

*[-Signature Page Follows-]*

Confidential

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