
DEUTSCHE BANK AG
ASSET & WEALTH MANAGEMENT DIVISION
SWAPS PROTOCOL

Index

1. Introduction
2. Part A - Reporting Consent and US Person Certification
- Part B - Swap Trading Addendum with Annex (US Person Only)
4. Part C - Provisions for Non-US Person Counterparties
5. Swap Agent Statement (US Person Only, if applicable)
6. ECP Questionnaire for Guarantors (US Person Only, if applicable)
7. End-User Exception Self-Certification (US Person Only, if applicable)
8. Portfolio Reconciliation Procedures (US Persons Only)
9. Glossary

Version: January 29, 2014

i.

1. INSTRUCTIONS

Title VII of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act")

has created a comprehensive new regulatory regime for derivative products and derivative market

participants that takes the form of amendments to the Commodity Exchange Act ("CEA") and new rules

enacted by the Commodity Futures Trading Commission ("CFTC") with respect to "swaps" (a term that

is defined, very broadly in the CEA). As a result of these new laws and rules, Deutsche Bank AG ("DB")

has registered with the CFTC as a swap dealer in respect of its swaps business with US persons.

The CEA and CFTC Regulations impose a number of new regulatory requirements on swap dealers,

including an obligation to observe certain conduct standards in its swap business with US counterparties

and clients. The CFTC has also made certain swaps subject to mandatory clearing (subject to certain

exemptions). In order to fulfill these obligations and to enable DB to continue to enter into swaps with its

clients, DB needs (1) to obtain certain information, representations and agreements from each client, and

(2) to provide each client with certain disclosures and notices.

DB is also subject to certain compliance obligations under Regulation (EU) No 648/2012 of the European

Parliament and of the Council on OTC derivatives, central counterparties and trade depositories dated 4

July 2012 ("EMIR").

This Swaps Protocol is the means by which DB intends to meet the various compliance requirements

applicable to it arising under the Dodd-Frank Act and EMIR. This form may not be used by a Counterparty that is a Swap Dealer or a Major Swap Participant. If you are a Swap Dealer or a Major Swap Participant, please contact DB to discuss completion of the relevant ISDA Dodd-Frank and EMIR Protocols.

DB accordingly requests that you please complete the enclosed Swaps Protocol as follows:

- Part A (Reporting Consent and US Person Certification) must be completed by all clients.

- Part B (Swap Trading Addendum including the Swap Addendum Annex, must be completed

only, by those clients that indicated that they are US persons in Part A. In other words, if you are not a US person, do not complete Part B.

Part C (Provisions for Non-US Person Counterparties) must be completed only by those clients

that indicated that they are not US persons in Part A. In other words, if you are a US person, do not complete Part C.

The Swap Agent-Statement must be completed by any client that is a US person and that has

swaps executed by a Swap Agent.

The ECP Questionnaire for Guarantors must be completed by each person that guarantees the

swaps of any client that is a US person.

A client that is a US person may also be required to complete the End-User Self-Certification as a

condition precedent of relying on the End-User Exception from mandatory clearing requirements.

2

-Please note that DB is not acting as your advisor or underwriter in swap transactions, so you should consult your own legal and other advisors and representatives about your status as a US person and/or the

advisability of entering into the Swap Trading Addendum.

Any client that is a natural person should insert his or her own name where prompted to provide the

"Legal Name of Client Swap Vehicle" and insert his or her own signature when prompted to provide the

"Authorized Signatory Signature" Field. Furthermore, a CFTC Interim Compliant Identifier (or "CICP"

number) is not required for a natural person.

Please complete (or procure the completion of) the relevant sections of the Swaps Protocol as soon as

possible (and, in any event, prior to the next time that you may wish to enter into a swap with DB) and

return the relevant sections (or procure their return) to DB in any of the following ways:

- By express or registered mail (or other trackable method) to the following address:
345 Park Avenue
25th Floor
MS:NYG20-2564
New York, NY 10154.
Attn: Mary Davitt
- By email to:

Failure to comply and refile the relevant sections of the Swaps Protocol in a timely fashion could prevent you from entering into additional swaps with DB. Certain key terms used in this Swaps Protocol are defined in the appended Glossary. Please be aware that certain responses may require DB to obtain additional information from you in connection with discharging DB's counterparty conduct of business obligations. Please contact your DB clearing professional with any questions about the Swaps Protocol.

3'

2. PART A
REPORTING CONSENT

Notwithstanding anything to the contrary in this Swaps Protocol or any non-disclosure, confidentiality or other agreements entered into between the parties from time to time, each party hereby consents to the Disclosure of information (the "Reporting Consent"):

(a) to the extent required by, or necessary in order to comply with, any applicable law, rule or regulation which mandates Disclosure of transaction and similar information or to the extent required by or necessary in order to comply with, any order, request or directive

regarding Disclosure of transaction and similar information issued by any relevant authority or body or agency ("Reporting Requirements"); or

(b) to and between the other party's head office, branches or affiliates: to any person, agent, third party or entity who provides services to such, other party or its head office, branches or affiliates; to a Market; or to any trade data repository or any systems or services operated by any trade repository or Market, in each case, in connection with such Reporting Requirements..

"Disclosure" means disclosure, reporting, retention, or any action similar or analogous to any of the aforementioned.

"Market" means any exchange, regulated market, clearing house, central clearing counterparty or multilateral trading facility.

Disclosures made pursuant to this Reporting Consent may include, without limitation, Disclosure of information relating to disputes over transactions between the parties, a party's identity, certain transaction and pricing data and may result in such information becoming available to the public or recipients in a jurisdiction which may have a different level of protection for personal data from that of the relevant party's home Jurisdiction. This Reporting Consent shall be deemed to constitute an agreement between the parties with respect to Disclosure in general and shall survive the termination of this Swaps Protocol. No amendment to or termination of this Reporting Consent shall be effective unless such amendment or termination is made in writing between the parties and specifically refers to this Reporting Consent.

PART A-page!

s'

US PERSON CERTIFICATION

Please indicate below whether you ("Client") are a US person.

If you are not a US person, please complete this Part A and continue to Part C and return signed,

completed copies of Part A and Part C to your OB representative. If you are a US person, please

complete this Part A and continue to Part B and return signed, completed copies of Part A and Part B

to your DB representative.

Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Glossary

which comprises Part 9 of the Swaps Protocol.

L/ C.

Legal Name of Client Swap-

Vehicle:

SI

Client hereby represents (which representation is deemed repeated as of the time of

each Swap Transaction Event) that it reasonably believes that it does fall within one or

more of the US Person Categories or would otherwise be deemed to be a "US person"

based upon the relevant guidance in the interpretive Guidance. If you have checked

this box, please complete Part B but do not complete Part C.

Client hereby represents (which representation is deemed repeated as of the time of

each Swap Transaction Event) that it reasonably believes that it does not fall within

any of the US Person Categories and believes in good faith that it would not

otherwise
be deemed to be a "US person" based upon the relevant guidance in
the Interpretive
Guidance. If you have checked this box, please complete Part B.
complete Part B.

Legal Name of Client Swap Vehicle:

Authorized Signatory Signature:

but do not

LLC

<sfio

tl\A

Name:

WlcuAoa^jr'

Title:

10 7 n

Date:

PARTA-PAGE2

3. PARTB

SWAP TRADING ADDENDUM

If you are a US person, please complete this Swap Trading Addendum and the
attached Annex and

return signed, completed copies of both to your DB representative.

This Swap Trading Addendum (the "Addendum") modifies and supplements the
contract or contracts

used by Client and DB to document their swaps (the "Agreement"). If Client
and DB are not currently

documenting their swaps, under a form of standard master swap agreement
published by the International

Swaps and Derivatives Association, Inc; ("ISDA") or another industry group
that has been manually

signed by the parties, then by delivery of the Addendum to DB, Client is
agreeing that (1) as and from the

date that DB signs this Addendum, the parties shall be deemed to have
entered into an ISDA 2002 Master

Agreement, without any Schedule thereto* except the election that such
agreement shall be governed by

New York law (the "Deemed ISDA Master Agreement"), and (2) all swaps entered
into by the parties

after such date shall be subject to that Deemed ISDA Master Agreement. If,
after the date of entry into

this Addendum, Client and DB manually execute a form of standard master
agreement published by

ISDA or another industry group, this Addendum shall supplement and form part
of that master agreement

(as supplemented by the Addendum, the "Subsequent Agreement") and all swaps
previously governed

by the terms of the Deemed ISDA Master Agreement shall thereafter be
governed by the terms of the

Subsequent Agreement. All notices under Section 5 or 6 of the Deemed ISDA Master Agreement (oilier than notices under Section 5(aX0) shall be sent to: Deutsche Bank AG, Head Office, Theodor-Heuss-Allee 70, 60486 Frankfurt-am-Main, GERMANY, Attention: Legal Department, Fax No: 49 69 910 36097.

All other notices to DB shall be sent directly to the office through which DB is acting for the relevant Transaction,, using the address and contact particulars specified in the confirmation of that transaction or otherwise notified. All notices to Client in respect of the Deemed ISDA Master shall be sent to the address immediately following the signature of the Client in this Addendum.

Notwithstanding the foregoing, each party agrees that an event of default, termination event, or other

similar event that gives a party grounds to cancel or otherwise terminate a swap shall not occur under the

Agreement or any other contract between the Parties solely on the basis of (i) a representation provided

solely in this Addendum being incorrect or misleading in any material respect, or (ii) a breach of any

covenant or agreement set forth solely in this Addendum; provided, however,

nothing in this paragraph shall prejudice any other right or remedy of a party at law or under the Agreement or any other

contract in respect of any misrepresentation or breach hereunder or thereunder. For the avoidance of

doubt this paragraph shall not alter a party's rights or remedies, if any, applicable to a breach of any

representation, warranty, covenant, or agreement that is not provided or set forth solely in this Addendum.

Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Glossary which

constitutes Part 9 of the Swaps Protocol.

1. CLIENT VERIFICATION.

Client represents (which representations are deemed repeated as of the time of each Swap Transaction

Event) and warrants to DB that:

639Sm

PART B - PAGE 1

Client Information. Client has duly completed the Client Information Form in the Swap

Addendum Annex and the information contained therein is true and correct.

Not Regulated Swap Entity. Client is not a Swap Dealer, Security-Based Swap Dealer, Major

Swap Participant or a Major Security-Based Swap Participant.

Eligible Contract Participant. Client is an Eligible Contract Participant ("ECP"). Client has duly

completed the ECP Questionnaire in the Swap Addendum Annex and the information contained

therein is true and correct. If the obligations of Client in its swaps with DB are guaranteed by another person or persons (each, a "Guarantor"), Client will cause each Guarantor to complete the ECP Questionnaire for Guarantors provided as Part 6 of this Protocol confirming it is an ECP to DB as a condition precedent to discussing additional swaps and/or swap trading strategies with

M

1.2

1.3

DB.

If Client has indicated in the Eligible Contract Participant Questionnaire that it is either a

"Hedging Entity ECP" or a "Hedging Individual ECP", Client further represents to DB that, for

So long as Client remains either a Hedging Entity ECP or a Hedging Individual ECP, each swap

entered into by Client under this Agreement will be entered into in connection with the conduct of

Client's business or to manage the risk associated with an asset or liability owned or incurred, or

reasonably likely to be owned or incurred, by Client in the conduct of Client's business.

Financial Entity. Client IS / IS NOT a Financial Entity. If Client is a Financial Entity

under Dodd Frank, Client has duly completed the Financial Entity Questionnaire in the Swap

Addendum Annex, and the information contained therein is true and correct.

Client IS / IS NOT a Special Entity. If Client is a Special Entity (or is

electing to be a Special Entity as permitted by CFTC Regulations), Client has duly completed the

Special Entity Questionnaire in the Swap Addendum Annex, and the information contained

therein is true and correct.

Financial and Non-Financial Counterparty Representation. Client represents to DB (which

representation is deemed repeated as of the time of each Swap Transaction Event) that [please

check box (a) or (b) and if you have checked box (b), please check box (c) if applicable];

Client CH is a Financial Counterparty. It is either: (X) organized or incorporated inside

the European Union and is a financial counterparty (as defined in EMIR); or (Y)

organized or incorporated outside the European Union and, to the best of its knowledge

and belief, having given due and proper consideration to its status, would constitute a

financial counterparty (as such term is defined in EMIR) if it were

established in the
European Union: or

Cjjs>

1.6

(a)

'VV is a Non-Financial Counterparty. It is either: (X) organized or
incorporated
inside the European Union and is a non-financial counterparty (as defined in
EMIR); or

(b)

Client

(Y) organized or incorporated outside the European Union and, to the best of
its

knowledge and belief, having given due and proper consideration to its
status, would

constitute a non-financial counterparty (as such term is defined in EMIR) if
it were

established in the European Union; and

Client S] is a NFC-. Total notional amounts of its relevant foreign exchange,
credit, rates,

equity, commodity and other derivative portfolios are lower than the
thresholds for

mandatory clearing stipulated in respect of EMIR. (A client that is not a
Financial

Counterparty and has not checked this box as applicable will be called an
NFC+ for

purpose of this Addendum and Part 8.)

(c)

63W998

PARTS-PAGE 2

(d). If the representation given in Section 1 ;6(a) (b) or (c) prove to
have been incorrect or
misleading in any material respect when made or deemed repeated, the parties
will use all

reasonable efforts, negotiating in good faith and a commercially reasonable
manner

either;

to agree and implement any amendments or modifications to the terms of swaps
which are required to be Cleared and take any steps required to ensure that
such

swaps are Cleared before the applicable regulatory deadline, and to ensure
the

payment of any Balancing Payment Amount; or

to agree and implement any amendments or modifications to the terms of
swaps

which are not required to be Cleared and take any steps required to ensure
that the

relevant Portfolio Risk Mitigation Techniques (as defined below) are
adhered to

in respect of such swaps by the sixth Joint Business Day following the date
on

which both parties are aware that representation given in Section 1.6(a) was incorrect or misleading, or such later date as the parties agree, and to ensure the payment of any Balancing Payment Amount by the same day.

If the steps set out in Section 1.6(d) have not been completed in time; it will constitute an Additional Termination Event under the Agreement, Deemed ISDA Master Agreement, or Subsequent Agreement, as applicable, in respect of which the swap(s) for which remedial steps have not been completed will be the sole Affected Transaction(s) and Client will be the sole Affected Party, provided that both parties will be Affected Parties for the purposes of Section 6(i)(iv) of the Agreement, Deemed ISDA Master Agreement, or Subsequent Agreement, as applicable; for the purposes of any determination pursuant to Section 6(c) of the Agreement, Deemed ISDA Master Agreement, or Subsequent Agreement as applicable following the designation of an Early Termination Date as a result of Section 1.6(d):

- (i)
- (ii)
- (c)
- (i)
- (i)

it will be deemed that Client is a non-financial counterparty to which mandatory clearing stipulated in EMIR does not apply (whether or not in fact this is the case); and where "Market Quotation" is designated as the payment measure, it will be deemed that Market Quotation would not produce a commercially reasonable result and "Loss" will apply in relation to the relevant Affected Transaction(s); and without prejudice to the rights, powers, remedies and privileges provided by law, neither the making by Client of an incorrect or misleading status representation under Section 1.6(a), (b) or (c) nor the failure of a party to take any actions required under Section 1.6(d) will constitute an Event of Default under the Agreement, Deemed ISDA Master Agreement, or Subsequent Agreement, as applicable.

Immediate Notice. Client will notify DB immediately if any of its responses to Sections 1.1 to 1.6 above change for any reason.

- (A)
- (B)
- (in)

1.7

2. NO RECOMMENDATIONS.

2.1 Client represents. (which representations are deemed repeated as of the time, of each Swap Communication Event) and warrants to DB in connection with any swap or swap trading.

strategy proposed by Client to Client:

(a) Client is exercising, independent judgment in evaluating such swap or swap trading strategy;

(b) Client acknowledges and agrees that DB is acting as counterparty only and is not acting as a financial or other adviser for Client and is not undertaking to assess the suitability of such swap or swap trading strategy for Client;

(c) Client has complied in good faith with its written policies and procedures that are reasonably designed to ensure that each of person responsible for evaluating recommendations, if any, from DB and making trading decisions, on behalf of Client is capable of doing so; and

if Client is a Special Entity, Client further acknowledges and agrees that:

(i) Client will not rely on any communications from DB when deciding to enter into

such swap or swap trading strategy;

(ii) DB does not express any opinion whether Client should enter into such swap or swap trading strategy; and

(iii) DB is not undertaking to act in the best interests of Client

2.2 If Client has notified DB in the Swap Addendum Annex that Client has a Swap Agent and Client

does not wish to, make the representations and warranties in Section 2.1(a) above', Client may

instead cause its Swap Agent to deliver to DB a statement in the form of Statement A in Part 4 of

the Swaps Protocol as a condition precedent to discussing additional swaps and/or swap trading strategies with DB.

2.3 If Client is a Special Entity (other, than an ERISA Special Entity):

(a) Client represents (Which representations are deemed repeated as of the time of each Swap.

Communication Event) and warrants that:

(i) it has a Qualified Independent Representative; and

(ii) in connection with any swap or swap trading strategy, it will rely on advice from

that Qualified Independent Representative in evaluating recommendations provided by DB; and

(b) Client will cause its Qualified Independent Representative to deliver to DB a statement in

the form of Statement 3 in Part 4 of the Swaps Protocol as a condition precedent to

discussing additional swaps and/or swap trading strategies with DB.

2.4 If Client is an ERISA Special Entity:

(a) Client represents (which representation is deemed repeated as of the time of each Swap Communication Event) and warrants that it has a fiduciary as defined in Section 3 of

ERISA; and

(d)

6395V9S

PART B-PAGE 4

Client will cause its fiduciary to deliver to DB a statement in the form of Statement C in

Part 4 of the Swaps Protocol as a condition precedent to discussing additional swaps

and/or swaps trading strategies with DB.

DB notifies Client (which notification will be repeated as of the time of each Swap

Communication Event) that it is acting as counterparty, it is not acting as a financial or other

advisor for Client, and it is not undertaking to assess the suitability of such swap or swap trading

strategy for, or act in the best interests of Client.

(b)

2.5

CLEARING.

Client acknowledges and agrees that, with respect to a swap subject to a mandatory clearing

requirement:

3.

3.1

(a)

Client has been notified by DB that Client has the sole right to select the derivatives

clearing organization which will clear such swap by providing written notice to DB a

reasonable amount of time prior to execution of such swap identifying the relevant

derivatives clearing organization; and

If Client enters into a swap, without having selected a derivatives clearing organization to

clear such swap. Client agrees to use the derivatives clearing organization designated by

(b)

DB.

Client acknowledges and agrees that, with respect to a swap that is subject to a mandatory

clearing requirement:

Client has been notified by DB that Client may elect to require clearing of such swap and

Client has the sole right to select the derivatives clearing organization to clear such swap

by providing written notice to DB a reasonable amount of time prior to,

execution of such swap electing that such swap is to be cleared and specifying the derivatives clearing organization selected to clear such swap; and if Client enters into a swap that is not subject to mandatory clearing without having made the elections; described in Section 3.2(a), Client agrees that any price, rate, or other financial terms of such swap are for an uncleared swap, and clearing such swap after it is entered into cannot occur without the consent of both Client and DB, which consent may be subject to conditions such as an adjustment to such terms and possible additional payments to take into account the fact that the swap is to be cleared. Client acknowledges and agrees that: if DB does not have a clearing relationship at the derivatives clearing organization selected by Client pursuant to Section 3.1 or 3.2, DB may be unable to enter into such swap with Client; and DB may decline to enter into any swap on the terms proposed by Client. DB hereby notifies Client, upon acceptance of a swap for clearing by a derivatives clearing organization, the original swap will be extinguished and will be replaced by two equal and opposite swaps with the derivatives clearing organization, and all the terms of the resulting swaps will conform to the product specifications of the cleared swap established pursuant to the rules of the derivatives clearing organization.

DAILY MARK.

3.2

(a)

(b)

3.3

(a)

(b)

3.4

4,

PART B-PAGE 5

4.1 With respect to a cleared swap:

(a) DB hereby notifies Client that Client has the right to receive the daily mark for such

cleared swap from the relevant derivatives clearing organization; and

Client agrees that Client will obtain any daily mark in respect of any such cleared swap

from either the futures commission merchant through which Client clears such swap or

from the derivatives clearing organization on which such swap is cleared.

4.2 With respect to an uncleared swap:

(a) Client agrees that, with respect to each uncleared swap between Client and DB, DB will provide Client a daily mark, provided that such daily mark will only be provided on New

York business days and will be calculated by DB as of the close of business on the prior

New York business day;

(b) Client agrees that, in respect of the daily mark for an uncleared swap:

(i) such daily mark may not necessarily be set at the price at which DB would agree

to, replace or terminate the uncleared swap;

(ii) unless otherwise agreed in writing by DB and Client, margin calls in respect of

the uncleared swap may be based on considerations other than such daily mark;

(b)

and

(iii) such daily mark may not necessarily be the value of the uncleared swap that is

marked in DB's books;

(c) Client agrees that DB can deliver any daily mark for an uncleared swap pursuant to this

Section 4.2 at the email address provided in the Swap Addendum Annex or by posting it

on a website as provided in Section 9.3; and

(d) Client agrees that, notwithstanding anything in this Section 4.2 to the contrary, DB shall

be under no obligation to disclose any confidential or proprietary information about any

model used in preparing the daily mark for an uncleared swap.

5. SCENARIO ANALYSIS.

5.1 DB hereby notifies Client that, for all swaps that are not "available for trading" on a designated

contract market or a swap execution facility, Client may request and consult on the design of a

scenario analysis to allow Client to assess its potential exposure

in connection with such swap.

5.2 Client agrees that, in order to request a scenario analysis pursuant to Section 5.1, Client must

submit a written request to DB a reasonable amount of time prior to execution of the swap, and

Client further agrees that the act of entering into a swap without having made such a written

request to DB shall constitute a waiver of Client's right to receive a scenario analysis in respect of

such swap.

5.3 Client agrees that (A) unless Client has explicitly asked DB in the written request described in

Section 5.2, to consult with Client in the design of a requested scenario analysis, no such

consultation is required, and (B) if Client has asked to be consulted, the act of entry into a swap described in a scenario analysis produced after such a consultation shall constitute an acknowledgement by Client that Client is satisfied with the results of that consultation.

PART B-PAGE 6

6. SWAP DOCUMENTATION.

6.1 As amended and supplemented by this Addendum, the Agreement is the swap trading relationship documentation between the parties for purposes of the CFTG Regulations.

6.2 Acknowledgements/Confirmations.

(a) DB hereby notifies Client that it has the right to request in writing that DB furnish it with a draft acknowledgement specifying all the applicable terms of a proposed swap transaction, other than price and any other terms to be agreed at the time of execution, prior to the execution of such swap and Client agrees that the act of entering into a swap without, having made such a written request to DB shall constitute a waiver of Client's

right to receive a draft acknowledgement in respect of such swap; and

(b) The provisions of this Section 6.2 do not apply to any swap that is either (A) executed on

or pursuant to the rules of a designated contract market or swap execution facility, the rules of which provide that confirmation of all terms of the swap take place at the time of

execution or (B) submitted to a derivatives clearing organization for clearing, the rules of

which provide that confirmation of all terms of the swap occurs at the same time the swap

is accepted for clearing.

6.3

Portfolio Reconciliation. Client acknowledges that in respect of uncleared swaps (which term, for these purposes, shall be construed to refer to each "OTC derivative" and "OTC derivative

contract," each as defined in Article 2(7) of EMIR, between the parties that is subject to the

Portfolio Reconciliation Risk Mitigation Techniques), Client will be required to engage in

portfolio reconciliation with DB in accordance with the reconciliation procedures set out in Part 8

of the Swaps Protocol.

Portfolio Compression.

DB hereby notifies Client that Client has the right to ask DB to engage in portfolio

compression exercises for uncleared swaps and Client agrees and acknowledges

that

Client will engage in periodic portfolio compression exercises if so requested by DB.

DB and Client consent to the Termination of fully offsetting swaps as a consequence of

the portfolio compression-exercises undertaken pursuant to (a) above.
VALUATIONS.

At end of each business day, DB will calculate the Valuation Amount for each swap between DB

and Client as of the end of such business day and DB will calculate such Valuation Amounts

acting in good faith and using commercially reasonable procedures in order to produce a

commercially reasonable result.

DB will, upon written request of Client, notify Client of Valuation Amounts calculated pursuant

to Section 7.1 by the end of the first business day following the date on which such Valuation

Amount was calculated. Client agrees that DB may provide notice of any such Valuation Amount

by sending it to the email address provided in the Swap Addendum Annex or by posting it on a

website as provided in Section 9.3. Unless otherwise agreed by both, parties, DB shall not be

obliged to disclose to Client any confidential, proprietary information regarding any model used

by DB to value a swap.

6.4

(b).

7.

7.1

7.2

6305948

PART B - PAGE 7

If Client wishes to dispute a Valuation Amount calculated pursuant to Section 7.1, it must provide

written notice to DB by the end of the first business day following the date on which Client

received such Valuation Amount, and such notice must include Client's own calculations of the

disputed Valuation Amount, determined in good faith and using commercially reasonable

procedures in order to produce a commercially reasonable result.

If Client submits written notice to DB of a disputed Valuation Amount pursuant to Section 7.3

above, then (A) the parties will consult with each other in an attempt to resolve the dispute; and

(B) if the parties fail to resolve the dispute in a timely fashion, then DB shall recalculate the

Valuation Amount as of the date of such Valuation Amount's original

calculation by seeking four actual quotations at mid-market as of such date from four leading dealers in the relevant market selected by DB in good faith, taking the arithmetic average of the quotes so obtained, provided that if fewer than four quotes are available, then fewer than four quotations, may be used, and if no quotations are available, then DB's original Valuation Amount will be used.

DB and Client agree that the calculation of Valuation Amounts pursuant to this Section 7 is solely for purposes of compliance by DB with certain conduct of business requirements under the CEA and CFTC Regulations.

DISPUTE RESOLUTION PROCEDURE.

DB and Client agree that they will use the procedures set out in this Section 8 to identify and resolve Disputes between them.

Either party may identify a Dispute by sending a Dispute Notice To the other party.

On or following the Dispute Date, the parties will consult in good faith in an attempt to

resolve the Dispute in a timely manner, including, without limitation, by exchanging any

relevant information and by identifying and using any Agreed Process which can be

applied to the subject of the Dispute or, where no such Agreed Process exists or the

parties agree that such Agreed Process would be unsuitable, determining and applying a

resolution method for the Dispute.

With respect to any Dispute that is not resolved within five business days of the Dispute

Date, refer issues internally to appropriately senior members of staff of such party or of

its Affiliate, adviser or agent in addition to the actions under paragraph (b) above (including

actions under any Agreed Process identified and used under paragraph (b) above) and to

the extent such referral has not occurred as a result of action under paragraph (b) above

(including any Agreed Process).

Each party agrees that, to the extent the Dispute Resolution Risk Mitigation Techniques apply to

Such party, it will have internal procedures and processes in place to record and monitor any

Dispute for as long as the Dispute remains outstanding.

The procedures set out in this Section 8, and any action or inaction of either party in respect of it

shall be without prejudice to any rights or obligations the parties may possess in respect of each other

under any Agreed Process or other contractual agreement, by operation of law or otherwise.

Action or inaction by a party in respect of this Section 8 will not be presumed to operate as an exercise or waiver, in whole or part, of any right, power or privilege such party may possess in respect of each other under any Agreed Process or other contractual agreement, by operation of law or otherwise. In particular, but without limitation, (X) the parties may seek to identify and resolve issues and discrepancies between themselves before either party delivers a Dispute Notice; and (Y) nothing in this Section 8 obliges a party to deliver a Dispute Notice following the

7.3

7.4

7.5

8.

8.1

(a)

(b)

8.2

8.3.

639S99!!

PART B-PAGE. 8

identification of any such issue or discrepancy (notwithstanding that such issue or discrepancy may remain unresolved) or limits the rights of the parties to serve a Dispute Notice, to commence or continue an Agreed Process (whether or not any action under Section 8.1 has occurred) or otherwise to pursue any dispute resolution process in respect of any such issue or discrepancy (whether or not any action under Section 8.1 has occurred).

8.4 Without prejudice to the rights, powers, remedies and privileges provided by law, failure by a party to take any actions required by or to otherwise comply with this Section 8 will not constitute an event of default in respect of such party or any other event which permits either party to terminate any transaction under this Addendum or any other agreement. ? DISCLOSURES.

9.1 Client acknowledges and agrees that:

(a) Client has received, reviewed and understood the product disclosure documentation

separately provided by DB via secure website;

(b) DB may provide additional disclosure information relevant to specific swaps or classes of

swaps that Client may enter into with DB; and

(c) DB may provide disclosure of material information relating to multiple

swaps in a standardized format.

9.2 Client agrees that entry into a swap or any amendment or modification thereof constitutes Client's acknowledgment that it has understood the general and specific disclosures made by DB with respect to that swap or that amendment or modification of a swap and that such disclosures are sufficient for Client to evaluate and assess the material risks and characteristics of the swap, including:

- (a) market, credit, liquidity, foreign currency, legal, operational, and other applicable risks;
- (b) the material characteristics of such swap, including the material economic terms of such swap, the terms relating to the operation of such swap, and the rights and obligations of the parties during the term of such swap; and
- (c) the material incentives and conflicts of interest that DB may have in connection with such swap.

9.3 Client agrees that DB may deliver any general or specific disclosures with respect to a swap through any of the following means, and Client further agrees that each of such means is reliable:

- (a) via written notice or email to the address or email address set out in the Swap Addendum Annex;
- (b) by web page at a URL provided to Client in writing by DB; and
- (c) by any other means agreed by both parties in writing.

9.4 Client agrees that DB may provide oral disclosures of (a) the material economic terms of a swap, including price, notional amount and termination date; and (b) subject to the provisions of Section

9.5 any pre-trade mid-market marks, provided that such disclosures are confirmed by DB in a

PART B - PAGE 9

written communication (which confirmation may be provided post-trade). by a means specified in Section 9.3.

9.5 Notwithstanding the requirements of Section 9.4(b), Client agrees that DB need not disclose the pre-trade mid-market mark in respect of any Exempted Pre-Trade Mark Transactions.

10. OTHER REGULATORY NOTIFICATIONS.

10.1 DB hereby notifies Client that DB may disclose transaction and pricing data for a swap to its other customers, prior to the public dissemination of such data, provided that such disclosure is made no earlier than the disclosure of such data to a registered swap data

repository that accepts swap transaction and pricing data for public dissemination.

10.2 DB hereby notifies Client that:

Client has the right to require segregation of the funds or other property provided to DB

to margin, guaranty or secure Client's obligations in respect of uncleared swaps (other

than variation margin payments); and

(b) any funds or other property referred to in (a) will be held at a custodian unaffiliated with

DB or with Client in an account segregated and designated as such, for and on behalf of

Client, pursuant to a written agreement between Client, DB and such custodian.

10.3 DB hereby notifies Client that DB (A) is not an Insured Depository Institution and (B) is not a

financial company (as defined in the Dodd-Frank Act).

10.4 DB hereby notifies Client of the following:

In the event DB is, or becomes at any time, a covered financial company (as defined in section

201(a)(8) of the Dodd-Frank Act, or an insured depository institution for which the Federal

Deposit Insurance Corporation ("FDIC") has been appointed as a receiver, certain limitations-

under Title 11 of the Dodd-Frank Act or the Federal Deposit Insurance Act may apply to the

right of Client to terminate, liquidate, or net any swap by reason of the appointment of the FDIC as

receiver, notwithstanding the agreement of the parties in the swap trading relationship'

documentation, and that the FDIC may have certain rights to transfer swaps of the covered party

under section 10(c)(9)(A) of the Dodd-Frank Act, 12 U.S.C. 5390(c)(9)(A), or 12 U.S.C.

1821(e)(9)(A).

10.5 Each party agrees to give notice to the other party if it becomes, or ceases to be, a financial

company (as defined in the Dodd-Frank Act) or an Insured Depository Institution.

II. CONFIDENTIALITY.

11.1 Client hereby authorizes DB to disclose confidential information (including without limitation,

material confidential information) that is provided to DB by Client or on Client's behalf and is

identified to DB as such ("Confidential information") where doing so is necessary:

(a) for the effective execution of any swap for or with Client;

(b) to hedge or mitigate any exposure created by such swap; or

(c) to comply with a request of the CFTC, the US Department of Justice, any self-regulatory

organization designated by the CFTC, an applicable prudential regulator, or

as otherwise
required by law.

11.2 Client further authorizes DB to disclose Confidential Information In the following circumstances:

(a)

PART B-PAGE 10

(a) In connection with the investigation or defense of, any actual or threatened proceeding, inquiry or investigation by any such organization or authority, or (b) in connection with any actual or threatened, proceeding or arbitration to which at least both Client and DB are parties or are joined.

11.3 Client consents to the disclosure, of Confidential Information and other information to third parties to the extent required by the CEA, the CFTG Regulations or other applicable law, regulation or legal process, including but not limited to disclosures of real-time and swap data reporting information to a swap data repository and large trader reporting information to the CFTC. Client acknowledges that such disclosures could result in information becoming available to the public.

11.4 Client agrees that any information provided to DB from time to time that is generally available publicly at the time such information is provided, or that later becomes generally available publicly (other than as a result of a breach of any express agreement between you and us or applicable law by us), is not considered Confidential Information even if marked confidential.

11.5 Client consents to and agree that, with respect to any information provided by Client to DB from time to time (including, without limitation, Confidential Information), DB is authorized to disclose, such information to its affiliates and its and their respective agents, advisors, and third-party service providers in connection with:

- (a) the provision by DB or its affiliates of any products or services to Client;
- (b) the performance of obligations or exercise of rights under such products or services by Client or by DB or its affiliates;
- (c) complying with DB's or its affiliates' internal legal, compliance, accounting or risk management policies; or
- (d) hedging or mitigating any exposure created by a swap (including anticipatory hedging).

12. REGULATORY REPORTING.

1.2.1 Client agrees that DB shall be the Reporting Counterparty in respect

of all swaps entered into pursuant to this Addendum.

12.2 Client agrees that, in respect of any International Swap entered into pursuant to this Addendum, if Client is for any reason determined to be the reporting counterparty for such International Swap under applicable local law or regulation in a non-US jurisdiction, Client will notify DB as soon as practicable of: the identity of each non-US trade repository not registered with the CFTC to which Client has reported such International Swap, and the swap identifier used by such non-US trade repository to identify the International Swap.

12.3 Client agrees that, upon the occurrence of any Life Cycle Event relating to a corporate event with respect to Client or any of Client's affiliates in respect of a swap entered into with DB covered by this Addendum, Client will, as soon as practicable, but in no event later than the close of business on the first "New York business day following the day on which such Life Cycle Event occurs, notify DB of the occurrence of such Life Cycle Event and provide in such notice sufficient detail regarding such Life Cycle Event to allow DB to comply with any regulatory requirements imposed on it.

(a)

(b)

6395998

PART B-PAGE 11

12.4 Client agrees that, if Client becomes aware of an error or omission in any of the swap transaction or reporting data in respect of a swap entered into with DB, Client shall promptly notify DB of the error and any applicable correction(s).

13. END-USER EXCEPTION FOR ELIGIBLE NON-FINANCIAL ENTITIES.

13.1 On each date on which Client elects to use the End-User Exception with respect to a particular

swap entered into pursuant to this Addendum, Client represents to DB that:

(a) Client is either not a Financial Entity or is excluded from the definition of Financial

Entity;

(b) such swap is being used for purposes of Hedging or Mitigating Commercial Risk; and

(c) Either:

(A)

Client has submitted an End-User Filing to the CFTC no more than 365 days prior to entering into such swap, the information provided in such End-User Filing has been amended as necessary to reflect any material changes

thereto, and
such End-User Filing covers the particular swap for which such exemption is being claimed; or

(B)
Client has duly completed the End-User Exception Self-Certification set out in Part 6 of this Protocol and submitted it to DB and the information contained in such End-User Exception Self-Certification is true, accurate and complete in all material respects.

13.2 Client agrees that in order to elect to use the End-User Exception in Section 13.1 in respect of a swap. Client must submit a written notice to DB prior to execution of such swap (which notice may be provided as a standing notice that states it is applicable to all swaps thereafter until Client notifies DB to the contrary generally or with respect to a particular swap). Client further agrees that the act of entering into a swap without having submitted such a written notice to DB shall constitute a waiver of Client's right to elect the End-User Exception in respect of such swap.

14. NOTICES.

Client shall deliver all notices to DB required under this Addendum via overnight mail and an email copy to the following address:

Deutsche Bank AG
Address: Taunusanlage 12
60262 Frankfurt am Main, Germany
Email; tli'.iu<nocnl f< dh.com

DB shall deliver all notices to Client required under this Addendum to the addresses provided immediately alter Client's signature to this Addendum.

IS. ADDITIONAL INFORMATION; UPDATE.S.

IS. I Client represents to DB (which representation is deemed repealed as of the time of each Swap Transaction Event) that all information furnished herein or pursuant hereto by Client or on Client's behalf to us is true, accurate and complete in every material respect and no information provided herein is Incorrect or misleading in any material respect.

PART B-PAGE 12

15.2

Client agrees to promptly notify DB in writing of any material changes to the information or representations made herein, which shall become effective one business day following delivery of Such notice. Upon the effectiveness of any notice provided in accordance with this paragraph, the

relevant information or representation will be deemed amended in accordance with such notice.

In connection with any swap outstanding between Client and DB, Client agrees to promptly

provide DB any information reasonably requested by DB necessary for compliance with the

Dodd-Frank Act or any other applicable law or regulation.

If the European Commission adopts an Implementing act in respect of the United States of

America pursuant to Article 13 of EMIR and makes the declarations stated in Article 13 of

EMIR, at least in respect of the Portfolio Reconciliation Risk Mitigation Techniques and Dispute

Resolution Risk Mitigation Techniques, either party may, by giving at least one month's written

notice to the other party, cause the following provisions of the Swaps Protocol to be removed and

reserved:

15.3:

15.4

in Section 6.3 of the Addendum, the phrase "{which term, for these purposes, shall be

construed to refer to each "OTC derivative" and "OTC derivative contract," each as

defined in Article 2(7) of EMIR, between the parties that is subject to the Portfolio

Reconciliation Risk Mitigation Techniques)*;

Section 8 of the Addendum; and

in Part 8 of the Swaps Protocol:

in the definition of "Material Terms," the phrase "including, for the avoidance

of doubt, all information as is required for reconciliation under EMIR"; and the final sentence in Section 5.2.

RECORDING OF CONVERSATIONS.

Client consents to the recording by DB and its affiliates of telephone conversations and other

electronic voice and/or video communications with Client's trading, marketing, operations and

other relevant personnel, with or without the use of an audible tone or beep, whether or not in

connection with any swap, and Client further agrees to obtain the individual consent of any of

Client's personnel should such consent be required by the CEA, CFTC Regulations or other

applicable law or regulation.

miscellaneous.

DB and Client agree that this Addendum modifies the Agreement solely with respect to "swaps,"

as such term is defined in Section 1a(47) of the CEA and CFTC Regulation 1.16(xxx).

This Addendum constitutes the entire agreement and understanding of the

parties with respect to
the subject matter thereof.

Other than as specified in Section 15.4, no amendment or waiver in respect
of this Addendum

will be effective unless in writing and executed by each of the parties.
Any failure or delay in exercising any right, power or privilege in respect
of this Addendum will

not be presumed to operate as a waiver thereof.

This Addendum shall be governed by the law (and not the law of conflicts) of
the State of New

York

(a)

(b)

(c)

(d)

(e)

16;

17,

17.1

17.2

17.3

17.4

17.5

PARTS-PAGE 13

17.6 This Addendum may be executed and delivered in counterparts (including
by facsimile or email

transmission), each of which will be deemed an original.

(Remainder of page left blank.)

js39s99s

PART B* PAGE 14

IN WITNESS WHEREOF, the parties having caused this Addendum to be duly
executed by their

respective authorized officers.

Legal Name of Client Swap Vehicle: SQ

Authorized Signatory Signature:

Name:

lo-H-n

Title:

Date:

UroelcGlvof-tr* S3

S't- 'TXa^0Ua-0. S ^

^A'*aS^<2><9kol-

Notice Address:

OS\Jl OoSo^

Phone:

Email:

DEUTSCHE BANKAG

Authorized Signatory Signature;

Name:
Title:
Date:
DEUTSCHE BANKAG
Authorized Signatory Signature:

Name:
Title:
Date:
63«998
PARTS-PAGE 15
SWAP ADDENDUM ANNEX
CLIENT INFORMATION FORM

1. Please provide the following information regarding Client.

Legal Name of Client Swap Vehicle:

4ico <s, '^e<L %l. •gT -jliloWU
')0<rC> hvrr\g-s ac

Legal Address:

Email Address;

Principal Occupalioiti/ Business:

CFTC Interim Compliant Identifier or Legal Entity Identifier*:

2. Does Client have a Swap Agent?

yes 51,N0

If yes, then please provide the following informatioD regarding the Swap Agent.

Name: _____

Address:

Email:

Phone:

Each Swap Agent must also complete the Swap Agent Statement provided in Part 5 of this Protocol

and return the completed Statement to DB.

3. Will CliciiPs swaps be guaranteed by another entity?

YES 5[NO

If yes, then please provide the following information regarding Client's guarantor.

Legal Name:

Legal Address:

Each Guarantor must also complete the ECP Questionnaire for Guarantors provided in Part 6 of

this Protocol and return the completed Questionnaire to DB.

' ITie CFTC IntcTun Compliant Identifier (or*'CICI"). which will ultimately be replaced by a Legal linlity Identifier (or "LEI"),

is a unique lustomcr idcntifiCHlion number .used by swap dealers as part of Ihrir reporting obligations under the CFTC

Regulations.

6395998

PART B-PAGE 16

I

I

4. Win Client's swaps be subject to control by another entity?

yes Sno

If yes, then please provide the following information regarding such entity.

Legal Name; _____

«

Legal Address:

5. ELIGIBLE CONTRACT PARTICIPANT ("ECP") QUESTIONNAIRE

(Capitalized terms used in this Questionnaire are defined in the attached Glossary)

Please check all that apply:

Client is acting for its own account and is:

an Investment Company

a Commodity Pool ECP

a Large Entity ECP

a Hedging Entity ECP

an Eligible Individual ECP

a Hedging Individual ECP

6. FINANCIAL ENTITY QUESTIONNAIRE

(Capitalized terms used in this Questionnaire are defined in the attached Glossary)

Client is (please check all that apply):

a Commodity Pool

a Private Fund

an Active Fund

a person predominantly engaged in activities that are in the business of banking, or in activities that are financial in nature, as defined in Section 4(k) of the Bank Holding Company Act.

Please describe; _____

7. SPECIAL ENTITY QUESTIONNAIRE

(Capitalized terms used in this Questionnaire are defined in the attached Glossary)

Client is (please check all that apply):

a US Federal agency;

a US State, US State agency, city, county, municipality, or other political subdivision of a US State;

an ERISA Special Entity;

PARTS-PAGE 17

EH a governmental plan, as defined in section 3 of ERISA;

an endowment, including an endowment that is an organization described in section 501(c)(3) of the

US Internal Revenue Code of 1986; and/or

or an employee benefit plan as defined in Section 3 of ERISA (other than an ERISA Special Entity) that,

by checking this box, is electing to be a Special Entity for purposes of this Addendum.

M9S998

PART B-PAGE 18

7. END-USER EXCEPTION SELF-CERTIFICATION

Any Client intending to elect the End-User Exception but that has not filed an End-User Notice, in

accordance with Section 13.1(c)(A) of the Addendum must complete, sign and

return this Self-Certification to DB. Capitalized terms used in this Questionnaire are defined in the attached Glossary.

SoOTti-GiLt0i fiNAK>Ct^L LLC

Legal Name of Client Swap Vehicle:

On each date on which Client elects to use the End-User Exception with respect to a particular swap

entered into pursuant to this Addendum, Client represents to DB that:

(a) it is either:

(i) not a Financial Entity' (notwithstanding any exemptions or exclusions from such definition provided in Section 2(h) of the CEA or related CFTG Regulations); (in exempt from the definition of Financial Entity as an Exempt Small Financial

Institution; or

(iii) excluded from the definition of Financial Entity because it only uses swaps to

hedge or mitigate the commercial risk of an affiliated person that is itself not a

Financial Entity.

such swap is being used for purposes of Hedging or Mitigating Commercial Risk;

it has provided DB with the information listed in CFTC Regulation 50.50(b)(1)-

(iii) and

all such information is true, accurate and complete in every material respect and covers

the particular swap for which the End-User Exception is being claimed; and it generally meets its financial obligations associated with entering into uncleared swaps

through one of the following categories (please check all that apply)'.
a written credit support agreement;

pledged or segregated assets (including posting or receiving margin pursuant to a

credit support agreement or otherwise;

a written third-party guarantee;

0 Client's available financial resources; and/or

any means other than those described above; {If Client checks this box, please

provide further explanation on a separate sheet of paper.)

it IS / IS NOT an Exchange Act Reporting Company. If Client is an Exchange Act Reporting Company, it further represents that:

(i) its SEC Central Index Key Number is {please insert}-.;

(b)

(c)

(d)

(c)

and

Improprate committee of its board of directors (or equivalent body) C] HAS,
U HAS NOT reviewed and approved the decision to enter into swaps that are

(ii)

an

/

63QS998

1

exempt from the mandatoiy clearing.aiid trading requiremenis of

sectio,ns.'2(h)(l)

and 2(h)(8) of the CEA.

ILC

Legal Name of Client Swap Vehicle; f

Authorized Signatory Signature:

y

Name:

r

Title;

Date:

6395<w8

2