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2. PART A
US PERSON CERTIFICATION

Please indicate below whether you ("Client") are a US person. If you are not a US person, you are only
required to return a signed copy of this Part A to your DB representative by the date set out on the
Instructions page. 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.

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I
Legal Name of Client Swap
Vehicle:

+
ja;
Client is a US person as such term is defined by the CFTC in any law, order, interpretation
rulemaking or release that may be promulgated by the CFTC.
□
Client is not a US person as such term is defined by the CFTC in any law, order,
interpretation rulemaking or release that may be promulgated by the CFTC. If you have
checked this box, do not complete Part B.

Legal Name of Client Swap Vehicle:
Authorized Signatory Signature:

P\r«^ s i' cWkA-V-
Name:
5e.C(/\
Title:
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V
Date:
PART A-PAGE 1

3. PARTS
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 fi^om 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 thereinafter be governed by the terms of the
Subsequent Agreement. ∎
Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Glossary which
constitutes Part 8 of the Dodd-Frank 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:
1.1 Client Information. Client has duly completed the Client Information Form in the Swap
Addendmn Annex and the information contained therein is true and correct.
1.2 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 Ehgible Contract Participant ("ECP"). Chent has duly
completed the ECP Questionnaire in the Swap Addendum Annex and the information contained
therein is true and correct. If the obligations of CUent 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 5 of this Protocol confirming it is an ECP
to DB as a condition precedent to discussing additional swaps and/or swap trading strategies with
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 Chent 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 Chent in the conduct of Client's business.
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PART B-PAGE 1
1.4 Financial Entity. Client □ IS /
CTlS NOT a Financial Entity. If Client is a Financial Entity,
Client has duly completed the Finanmal Entity Questionnaire in the Swap Addendum Annex, and
the information contained therein is true and correct.
1.5 Special Entity. Client □ IS / MIS NOT a Special Entity. If Client is a Special Entity (or is
electing to be a Special Entity as^rmitted 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.
1.6 Immediate Notice. Client will notify DB immediately if any of its responses to Sections 1.1 to
1.5 above change for any reason.
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 that, in cormection with any swap or swap trading
strategy proposed by DB 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 advisor for Client and is not undertaking to assess the suitabihty 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, fi-om DB and making trading decisions on behalf of Client is
capable of doing so; and
(d) if Client is a Special Entity, Client further acknowledges and agrees

that;

(i) Chent will not rely on any communications firom 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 rmdertaking 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 Dodd-Frank Protocol as a condition precedent to discussing additional swaps and/or swaps
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 fi-om
that Qualified Independent Representative m evaluating recommendations provided by DB; and

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PART B-PAGE 2

(b) Client will cause its Qualified Independent Representative to deliver to DB a statement in
the form of Statement B in Part 4 of the Dodd-Frank 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

(b) Client will cause its fiduciary to deliver to DB a statement in the form of Statement C in
Part 4 of the Dodd-Frank Protocol as a condition precedent to discussing additional
swaps and/or swaps trading strategies with DB.

2.5 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 imdertaking to assess the suitability of such swap or swap trading

strategy for, or act in the best interests of, Chent.
3. CLEARING.
Client acknowledges and agrees that, with respect to a swap subject to a mandatory clearing
requirement:
3.1
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
DB.
Client acknowledges and agrees that, with respect to a swap that is not subject to a mandatory
clearing requirement:
Client has been notified by DB that Chent may elect to require clearing of such swap and
Chent has the sole right to select the derivatives clearing orgaiuzation to clear such swap
by providing written notice to DB a reasonable amormt 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 Chent enters into a swap that is not subject to mandatory clearing without having made
the elections described in Section 3.2(a), Chent 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 Chent and DB, which consent may
be subject to conditions such as an adjustment to such terms and possible additional
payments to take into accormt the fact that the swap is to be cleared.
Chent acknowledges and agrees that:
if DB does not have a clearing relationship at the derivatives clearing organization
selected by Chent pursuant to Section 3.1 or 3.2, DB may be unable to enter into such
swap with Chent; and
(a)
(b)
3.2
(a)

(b)
3.3
(a)
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PART B-PAGE 3
(b) 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.
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
(b) 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.
With respect to an imcleared 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;
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4.
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4.2
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 8.3; 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 imcleared swap.
SCENARIO ANALYSIS.
DB hereby notifies CHent 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 coimection with such swap.
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.
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PART B-PAGE 4
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.
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 CFTC 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 aU the applicable terms of a proposed swap transaction, other than price and any other term 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;
(b) Subject to (c) below, DB shall send Client an acknowledgement of each swap no later
than the end of the date of execution and Client agrees to review, sign and return each
such confirmation to DB by the end of the first business day following the date of receipt
of the acknowledgment.
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 aU 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. Client will be
required to engage in portfolio reconciliation with DB annually (if Client has no more than 100
imcleared swaps with DB at any time during the calendar year) or quarterly (if Client has more
than 100 uncleared swaps in existence at any time during the calendar quarter) in accordance
with the reconciliation procedures set out in Part 7 of the Dodd-Frank Protocol.
6.4 Portfolio Compression.
(c)
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 AND DISPUTE RESOLUTION.
At end of each business day, DB wiU 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.

(a)

(b)

7.

7.1

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DB will, upon written request of Client, notify Client of Valuation Amounts referred to in (a)
above 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 8.3. 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.

If Client wishes to dispute a Valuation Amoimt 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 product 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, &en 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 fi-om four leading dealers in the relevant market
selected by DB in good faith, and 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 comphance by DB with certain conduct of business requirements rmder the CEA
and CFTC Regulations.

DISCLOSURES.

Client acknowledges and agrees that:
7.2
7.3
7.4
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8.
8.1
(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 Aat Client may enter into with DB; and
DB may provide disclosure of material information relating to multiple swaps in a
standardized format.
(c)
8.2 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
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PART B-PAGE 6
(c) the material incentives and conflicts of interest that DB may have in coimection with such
swap.
8.3 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.
8.4 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
8.5, any pre-trade mid-market marks, provided that such disclosures are confirmed by DB in a
written communication (which confirmation may be provided post-trade) by a means specified in
Section 8.3.
8.5 Notwithstanding the requirements of Section 8.4(b), Client agrees that DB need not disclose the
pre-trade mid-market mark in respect of any Exempted Pre-Trade Mark Transactions.
9. OTHER REGULATORY NOTIFICATIONS.
9.1 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 Aan the disclosure of such data to a registered swap data repository that accepts
swap transaction and pricing data for public dissemination.
9.2 DB hereby notifies Client that:
(a) 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 Chent in an account segregated, and designated as such, for and on behalf of
Client, pursuant to a written agreement between Chent, DB and such custodian.
9.3 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).
9.4 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 imder
Tide n of the Dodd-Frank Act or the Federal Deposit Insurance Act may apply to the right of the
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 tibe FDIC may have certain rights to transfer swaps of the covered party
under section 210(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).

9.5 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.
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PART B-PAGE 7
10. CONFroENTIALITY.
10.1 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.
10.2 Client further authorizes DB to disclose Confidential Information in the following circumstances:
(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.
10.3 Client consents to the disclosure of Confidential Information and other information to third
parties to the extent required by the CEA, the CFTC 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.
10.4 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.
10.5 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 affiUates' internal legal, comphance, accoimting or risk
management policies; or
(d) hedging or mitigating any exposure created by a swap (including anticipatory hedging).
11. REGULATORY REPORTING.
11.1 Client agrees that DB shall be the Reporting Counterparty in respect of all swaps entered into
pursuant to this Addendmn.
11.2 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 coimterparty for such International Swap
under applicable local law or regulation in a non-US jurisdiction. Client will notify DB as soon as
practicable of:

(a) the identity of each non-US trade repository not registered with the CFTC to which Client
has reported such International Swap, and
(b) the swap identifier used by such non-US trade repository to identity the International
Swap.
11.3 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 detad
regarding such Life Cycle Event to allow DB to comply with any regulatory reporting
requirements imposed on it.
11.4 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 apphcable correction(s).

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

12.1 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.

12.2 Client agrees that, in order to elect to use the End-User Exception in Section 12.1 in respect of a
swap, Chent 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 there^er imtil 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.

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PART B-PAGE 9
NOTICES.
Client shall deliver all notices to DB required under this Addendum via overnight mail or email to
the following address:
Deutsche Bank AG
Address; Taunusanlage 12
60262 Frankfurt am Main, Germany
ADDITIONAL INFORMATION; UPDATES.
Client represents to DB (which representation is deemed repeated 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 trae, accurate and complete in every material respect and no information
provided herein is incorrect or misleading in any material respect.
Ghent 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 coimection 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.
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 persoimel, 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
apphcable 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 la(47) of the CEA and CFTC Regulation 1.3(xxx).
This Addendum constitutes the entire agreement and understanding of the parties with respect to
the subject matter thereof.
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.
This Addendum may be executed and delivered in counterparts (including by facsimile or email
transmission), each of which will be deemed an original.
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PART B-PAGE 10
IN WITNESS WHEREOF, the parties having caused this Addendum to be duly executed by their
respective authorized officers.
Legal Name of Client Swap Vehicle:
V

Authorized Signatory Signature:

Name:
•p-
Title:
\r<g_ c, i
I
Date:
\Q

DEUTSCHE BANK AG
Authorized Signatory Signature:
Name:
Title:
Date:
DEUTSCHE BANK AG
Authorized Signatory Signature:
Name:
Title:
Date:
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PART B-PAGE 11
SWAP ADDENDUM ANNEX
CLIENT INFORMATION FORM
1. Please provide the following information regarding Client.
Legal Name of Client Swap Vehicle: 5^0-Wv
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flMM
-TWuKaa.^LlSV)! 00^02.
j__Ka.w«^ h eAWtr & ^owcill. Cc^A
Legal Address:
Email Address:

Principal Occupation / Business:
CFTC Interim Compliant Identifier or Legal Entity Identifier': A'VPe^XB.l L
V\/4 KSl
2. Does Client have a Swap Agent?
☐ yes [^no
If yes, then please provide the foDowing information regarding the Swap
Agent.
Name: _____
Address:
Email:
Phone:
Each Swap Agent must also complete the Swap Agent Statement provided in Part
4 of this Protocol
and return the completed Statement to DB.
3. Will Client's swaps be guaranteed by another entity?
☐ yes ^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 5 of
this Protocol and return the completed Questionnaire to DB.
1
The CFTC Interim Compliant Identifier (or "CICI"), which will ultimately be
replaced by a Legal Entity Identifier (or "LEI"),
is a unique customer identification number used by swap dealers as part of
their reporting obligations under the CFTC
Regulations.
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A-1
4. Will Client's swaps be subject to control by another entity?
☐ yes ^no
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;
I I an ERISA Special Entity;

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A-2

O a governmental plan, as defined in section 3 of ERISA;
r~l 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
☐ 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.

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A-3

4. SWAP AGENT STATEMENTS
Any Swap Agent identified in Section 2 of the Swap Addendum Annex-Client Information Form should
read the applicable representation below, then sign and return this Statement to DB. Capitalized terms
used in this Questionnaire are defined in the attached Glossary.
Legal Name of Client Swap Vehicle:
Statement A (For Swap Agents)
The undersigned represents (which representation is deemed repeated as of the occurrence of each Swap
Communication Event) and warrants that it will exercise independent judgment in evaluating

recommendations, if any, ofDB with respect to any swap or swap trading strategy.
The undersigned agrees to promptly notify DB in writing if any representations made herein become
incorrect or misleading in any material respect.
Statement B (For a Qualified Independent Representative)
The undersigned represents (which representations are deemed repeated as of the occurrence of each Swap
Communication Event) and warrants that:
it has policies and procedures reasonably designed to ensure that it satisfies all the
applicable requirements to be a Qualified Independent Representative as described in
Section 23.450(b)(1) of the CFTC external business conduct rules.
it meets the independence test specified in Section 23.450(c) of the CFTC external
business conduct rules; and
it is legally obligated to comply with the applicable requirements of Section 23.450(b)(1)
of the CFTC external business conduct rules by agreement, condition, rule, regulation, or
other enforceable duty.
(A)
(B)
(C)
Statement C (For a fiduciary)
The undersigned represents (which representation is deemed repeated as of the occurrence of each Swap
Communication Event) and warrants that it will not rely on recommendations, if any, of DB with respect
to a swap or swap trading strategy.
Swap Agent Name:
Authorized Signatory Signature:
Name:
Title:
Date:
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5. ECP QUESTIONNAIRE FOR GUARANTORS
Any Guarantor identified in Section 3 of the Swap Addendum Annex-Client Information Form should
read the applicable representation below, then sign and return this Statement to DB. Capitalized terms
used in this Questionnaire are defined in the attached Glossary.
Legal Name of Client Swap Vehicle:
Please check all that apply:
Guarantor is acting for its own account and is:
□ a Swap Dealer and/or a Security-Based Swap Dealer
O a Major Swap Participant and/or a Major Security-Based Swap Participant
I I a Financial Institution
I I an Insurance Company

☐ an Investment Company
☐ a Commodity Pool ECP
☐ a Large Entity ECP
☐ a Hedging Entity ECP
☐ a Benefit Plan ECP
☐ a Governmental Entity
☐ a broker or dealer subject to regulation under the Exchange Act or a foreign person performing a
similar role or function subject to foreign regulation, except that if the broker, dealer or foreign person is
an individual or a proprietorship, such person must additionally indicate that they are either a Large Entity
ECP or an Eligible Individual ECP
☐ a futures commission merchant subject to regulation imder the CEA or a foreign person performing a
similar role or function subject to foreign regulation, except that if the futures commission merchant or
foreign person is an individual or a proprietorship, such person must additionally indicate that they are
either a Large Entity ECP or an EHgible Individual ECP
[~l an associated person of a registered broker or dealer concerning the financial or securities activities of
which the registered person makes and keeps records under sections 15C(b) or 17(h) of the Exchange Act
☐ an investment bank holding company, as defined in section 17(i) of the Exchange Act
l~l a floor broker or floor trader subject to regulation under the CEA in connection with swaps transacted
on or through a registered entity (other than through an electronic trading facility with respect to a
significant price discovery contract) or an exempt board of trade, or any affiliate thereof, on which such
person regularly trades
☐ an Eligible Individual ECP
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☐ a Hedging Individual ECP
[~| Guarantor qualifies as an "eligible contract participant" pursuant to CFTC Letter No. 12-17. Please
describe on a separate sheet of paper.
☐ Guarantor has been designated by the CFTC as an "eligible contract participant" by rule, regulation or
order. Please describe on a separate sheet of paper.
Name of Guarantor:
Authorized Signatory Signature:
Name:
Title:
Date:
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6. 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 12.1(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.
■■ Cepvsa,

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 CFTC Regulations);
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 afiiliated person that is itself not a
Financial Entity.
(b) such swap is being used for purposes of Hedging or Mitigating Commercial Risk;
(c) it has provided DB with the information listed in CFTC Regulation 50.50(b)(l)(iii) and
aU such information is trae, accurate and complete in every material respect and covers
the particular swap for which the End-User Exception is being claimed; and
(d) it generally meets its financial obligations associated with entering into imcleared 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 prirsuant to a
credit support agreement or otherwise;
I I a written third-party guarantee;
Client's available financial resources; and/or
O any means other than those described above; (If Client checks this box, please
provide further explanation on a separate sheet ofpaper.)
(e) it □ IS / 0 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):;
(ii)
and
an appropriate committee of its board of directors (or equivalent body) Q HAS

/ n HAS NOT reviewed and approved the decision to enter into swaps that are
(ii)

exempt from the mandatory clearing and trading requirements of^eetions 2(h)-
(1)
and 2(h)(8) of the CEA.
•VtNeuTA ly
Legal Name of Client Swap Vehicle: ^
c,.
O

I
Authorized Signatory Signature:
V* rii.f»ca~\~_____
Name:

Title:
) o f a-\ 1 13
Date:

7. PORTFOLIO RECONCILIATION PROCEDURES

The following procedures govern the portfolio reconciliations to be
performed between DB and Client

DEFINITIONS

1.
The capitalized terms used in these procedures have the meanings specified
below.

'Data Delivery Date" means a date determined pursuant to these procedures,
as applicable, that is a Joint
Business Day.

"Data Reconciliation" means a comparison of Portfolio Data and, to the
extent applicable, SDR Data
received or obtained by one party against such party's own books and records
of swaps between the
parties and, in respect of any Discrepancy, a process for identifying and
resolving such Discrepancy. A
Data ReconciUation may include (but shall not be required to include or be
limited to) a systematic, line-
by-line, field-by-field matching process performed using technological means
such as a third party
portfolio reconciliation service or a technology engine.

"Discrepancy" means (i) in respect of the Portfoho Data received with
respect to a swap and any SDR
Data obtained for such swap, a difference between a Material Term in such
Portfoho Data or SDR Data
and a party's own records of the corresponding Material Term and (ii) in
respect of the Portfolio Data
received with respect to a Swap, a difference between a Valuation reported
in such Portfoho Data and

such party's own Valuation of such swap (calculated as of the same Joint Business Day in good faith and
using commerciaUy reasonable procedures in order to produce a commercially reasonable result) that is
greater than the Discrepancy Threshold Amomit.
'Discrepancy Threshold Amount" means, in respect of a swap, an amount equal to ten percent (10%) of
the higher of the two absolute values of the respective Valuations assigned to such swap by both parties.
"Joint Business Day" means a day that is a business day for both DB and Client.
"Material Terms" means ah terms of a swap required to be reported in accordance with Part 45 of the
CFTC Regulations.
"Portfolio Data" means, in respect of a party providing or required to provide such data, information
(which, for the avoidance of doubt, is not required to include calculations or methodologies) relating to
the terms of all outstanding swaps between DB and Client in a form and standard that is capable of being
reconciled, with a scope and level of detail that is reasonably acceptable to each party and that describes
and includes, without limitation, current Valuations attributed by that party to each such swap. The
information comprising the Portfolio Data to be provided by a Party on a Data Delivery Date shall be
prepared (i) as at the time or times that such party computes its end of day valuations for swaps (as
specified by that party for this purpose in writing) on the immediately preceding Joint Business Day, as
apphcable, and (ii) in the case of Valuations, in good faith and using commercially reasonable procedures
in order to produce a commerciaUy reasonable result.
"SDR Data" means Material Terms data that is available from a swap data repository registered as such
with the CFTC.
"Valuation" means the current market value or net present value of a swap.
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REQUIRED RECONCILIATION DATES
2.
From time to time, DB shall provide a notice to Client (each, a "Required Reconciliation Date
Notice") in which DB represents that, in its good faith belief, DB is required to perform a Data
Reconciliation. A Required Reconciliation Date Notice will specify (i) whether such Data
Reconciliation shall be performed quarterly or annually and (ii) if apphcable, one or more Data
Delivery Dates.
ONE-WAY DELIVERY OF PORTFOLIO DATA

2.1

3.

3.1 Subject to Section 4 below, the following shall apply to all portfolio reconciliations between DB
and Ghent:

The Required Reconciliation Date Notice will specify one or more Data Dehvery Dates,
provided that the first such date will be a day no earlier than the second Joint Business
Day following the date on which such notice is given to Client, and provided further that
if, prior to the first such date, Client requests one or more different Data Delivery Dates,
the relevant Data Delivery Dates will be as agreed between DB and Client.
On each Data Dehvery Date, DB will provide Portfolio Data to Client (or its agent) for
verification by Chent. For these purposes. Portfolio Data will be considered to have been
provided to Chent (and Client wiU be considered to have received such Portfoho Data)
if it has been provided (i) in accordance with the notice provisions set out in the
Addendum, or (h) to a third-party service provider agreed to between the DB and Client
for this purpose.
On or as soon as reasonably practicable after each Data Dehvery Date, and in any event
not later than the close of business on the second business day following the Data
Dehvery Date, Chent whl review the Portfolio Data dehvered by DB with respect to each
relevant swap against Chent's own books and records and Valuation for such swap and
notify DB whether it affirms the relevant Portfolio Data or has identified any
Discrepancy. Chent shall notify DB of ah Discrepancies identified with respect to the
Portfoho Data provided.
If Chent has notified DB of any Discrepancies in Portfoho Data in respect of any
Material Terms or Valuations, then DB and Client agree to consult with the other in an
attempt to resolve ah such Discrepancies in a timely fashion.
VALUATION DIFFERENCES BELOW THE DISCREPANCY THRESHOLD AMOUNT
(a)
(b)
(c)
(d)

4.

DB and Chent hereby agree that a difference in Valuations in respect of a swap that is less than

the Discrepancy Threshold Amount shah not be deemed a "discrepancy" for purposes of CFTC
Regulation 23.502 and DB shall not be required by these procedures to notify Chent of such a
difference or consult with Client in an attempt to resolve such a difference. The foregoing shah
be without prejudice to any right either party may have under apphcable law or regulation, any
term of the Protocol (other than these procedures) or any other agreement to dispute or require
reconciliation of any such difference.
RECONCILIATION AGAINST SDR DATA
4.1
5.
5.1 Notwithstanding the procedures set out in Section 3 above, if DB and Chent agree in writing to
reconcile their books and records of swaps against SDR Data, then the following shall apply:
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On or as soon as practicable following a Data Delivery Date, each party shall perform a
Data Reconciliation against SDR Data to the extent that such SDR Data relates to
Material Terms that would otherwise be delivered by the other party as Portfolio Data.
To the extent that either party does not have access to such SDR Data or determines that
it is not technologically or operationally practical for such party to obtain such data from
the relevant swap data repository in a manner that permits the conduct of a timely Data
Reconciliation, such party shall notify the other party by or as soon as practicable after
the relevant Data Delivery Date.
Neither party shall be obligated to deliver Portfolio Data to the other party on a Data
Delivery Date to the extent that such Portfolio Data consists of Material Terms data
reported to a swap data repository, provided, however, that if a party has notified the
other party that it is not able to conduct a timely Data Reconciliation against
corresponding SDR Data, the parties shall provide for the delivery of the relevant
Portfolio Data, as applicable, as soon as reasonably practicable.
If either party identifies a Discrepancy in SDR Data, such party shall immediately notify
the other party of such Discrepancy. Each party agrees to consult with the other in an
attempt to resolve any such Discrepancy in a timely fashion.

DB agrees to notify Client, upon reasonable request, of (i) the swap data repository to
which DB has reported Material Terms data with respect to swaps between DB and
Client and (ii) any changes to the swap data repositories that must be accessed to obtain
such data.
Either party may provide written notice to the other party to terminate the reconciliation
procedures described in this Part. Upon the effective date of such written notice, these
procedures shall have no further force or effect and the parties will each be released and
discharged from all further obligations heremider. The parties agree that the effective
date of any such notice is the second Joint Business Day following the date on which
such notice is delivered.
OTHER PORTFOLIO RECONCILIATION PROCEDURES
(a)
(b)
(c)
(d)
(e)
6.
In the event that the parties have agreed to multiple Data Delivery Dates with a frequency
specified in a Required Reconciliation Date Notice, DB shall notify Client if, at any time during
the period that such Data Delivery Dates are in effect, it is no longer required to conduct portfolio
reconciliations with the specified frequency. Such notice shall specify (i) the new frequency with
which portfolio reconciliations are believed by DB to be required and (ii) the new applicable Data
Delivery Dates. Upon delivery of such a notice, the parties obligations to deliver Portfolio Data
on the previously agreed Data Delivery Dates shall terminate, and such notice shall be a new
Required Reconcihation Date Notice for purposes of these procedures.
Notwithstanding anything to the contrary in the Protocol, the parties may in good faith agree to
any other procedure for (i) the exchange, delivery and/or reconciliation of Portfolio Data, and/or
(ii) the resolution of any discrepancy between them, in either case, whether in addition to or in
substitution of the procedures set out herein.
6.1
6.2
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8. GLOSSARY

"Active Fund" means a Private Fund that (i) is not a Third-Party Subaccount and (ii) has executed 200 or
more swaps per month on average over the 12 months preceding November 1, 2012. For purposes of
clause (ii) of this definition, "swaps" shall mean swaps as defined by the CFTC for purposes of the
implementation schedules under Parts 23 and 50 of the CFTC Regulations and shaU exclude, without
limitation, foreign exchange swaps and foreign exchange forwards exempted from regulation as "swaps"
by the Secretary of the Treasury pursuant to authority granted by Section la(47)(E) of the CEA.

"Advisers Act" means the Investment Advisers Act of 1940, as amended.

"Bank Holding Company Act" means the Bank Holding Company Act of 1956, as amended.

"Benefit Plan ECP" means an employee benefit plan subject to ERISA, a governmental employee
benefit plan or a foreign person performing a similar role or function subject to foreign regulation, in each
case having total assets exceeding $5 mOlion or whose investment decisions are made by one of the
following:

an investment adviser subject to regulation under the Advisers Act or a commodity
trading advisor subject to regulation under the CEA;

a foreign person performing a similar role or function subject to foreign regulation;

a Financial Institution; or

an Insurance Company.

"Category 2 Entity" means a Commodity Pool; a Private Fund (other than an Active Fund), or 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, provided that, in each case, the
entity is not a Third-Party Subaccount.

"Category 3 Entity" means any person other than a Swap Dealer, Security-Based Swap Dealer, Major
Swap Partieipant, Major Security-Based-Swap Participant, Active Fund or Category 2 Entity.

"Commodity Pool" means any investment trust, syndicate, or similar form of enterprise operated for the
purpose of trading in commodity interests.

"Commodity Pool ECP" means a Commodity Pool that has total assets exceeding $5 million and is
formed and operated by a person subject to regulation under the CEA or a foreign person performing a
similar role or function subject to foreign regulation, provided that, in respect of retail foreign exchange
transactions, a Commodity Pool does not qualify as an Commodity Pool ECP

unless one of the following
conditions is met:
(i)
(ii)
(iii)
(iv)
(i)
the Commodity Pool:
(A) is not formed for the purpose of evading regulation under Sections 2(c)-(2)(B) or
2(c)(2)(C) of the CEA or related CFTC rales, regulations or orders;
(B) has total assets exeeeding $10 million; and
(C) is formed and operated by a registered commodity pool operator or by a
commodity pool operator that is exempt from registration pursuant to CFTC
Regulation 4.13(a)(3); or
each direct participant in such Commodity Pool it itself an Eligible
Contract Participant.
(ii)
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(NB: If any such direct participant is itself a Commodity Pool, please contact your
Barclays representative for further information.)
"Eligible Contract Participant" has the meaning ascribed to it in Section
la(18) of the CEA and CFTC
Regulation 1.3(m).
"Eligible Individual ECP" means an individual who has amounts invested on a
discretionary basis, the
aggregate of which is in excess of $10,000,000.
"End-User Exception" means the exception provided by Section (2)(h)(7)(A) of
the CEA and CFTC
Regulation 50.50 from an otherwise applicable swap clearing requirement for
any Client that is not a
Financial Entity in respect of a swap being used for purposes of Hedging or
Mitigating Commercial Risk,
and such person either provides an End-User Filing to the CFTC or an End-User Self-Certification to DB.
"End-User Filing" means a filing made pursuant to CFTC Regulation 50.50(b)-(2) containing the
information listed in CFTC Regulation 50.50(b)(l)(iii), which includes the following;
whether the submitting counterparty is a Financial Entity and, if so,
whether it is:
(A) electing the exception as a captive finance company (in accordance with section
2(h)(7)(C)(iii) of the CEA) or as an affiliate acting as agent of a person ehgible to
rely on the End-User Exception (in accordance with section 2(h)(7)(D) of the CEA); or
(B) excluded from the definition of Financial Entity because it is an Exempt Small

Financial Institution;
whether the swap or swaps for which the submitting counterparty is electing the
exception are used by the submitting cormterparty for purposes of Hedging or Mitigating
Commercial Risk;
how the submitting counterparty generally meets its financial obligations associated with
entering into uncleared swaps by identifying one or more of the following categories, as
applicable: (A) a written credit support agreement; (B) pledged or segregated assets
(including posting or receiving margin pursuant to a credit support agreement or
otherwise); (C) a written third-party guarantee; (D) the submitting counterparty's
available financial resources; or (E) means other than those described in paragraphs (A)
through (D); and
whether the submitting counterparty is an Exchange Act Reporting Company and if so:
(A) the relevant SEC Central Index Key munber for the submitting counterparty; and (B)
whether an appropriate committee of such counterparty's board of directors (or
equivalent body) has reviewed and approved the decision to enter into swaps that are
exempt from the clearing and trading requirements for swaps set out in the CEA.
"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.
"ERISA Special Entity" means an employee benefit plan subject to Title I of ERISA.
"Exchange Act" means the Securities Exchange Act of 1934, as amended.
"Exchange Act Reporting Company" means an issuer of securities registered under Section 12 of flie
Exchange Act or that is required to file reports imder Section 15(d) of the Exchange Act.
"Exempt SmaU Financial Institution" means any person described in CFTC Regulation 50.50(d),
which includes any entity that is predominantly engaged in activities that are in the business of banking.
(i)
(ii)
(iii)
(iv)
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or in activities that are finaneial in nature, as defined iu Section 4(k) of the Bank Holding Company Act
and:

is either: (A) organized as a bank, as defined in section 3(a) of the Federal Deposit
Insuranee Act, the deposits of which are insured hy the Federal Deposit Insurance
Corporation; (B) a savings association, as defined in section 3(b) of the Federal Deposit
Insurance Act, the deposits of which are insured by the Federal Deposit Insuranee
Corporation; (C) a farm credit system institution chartered under the Farm Credit Act of
1971; or (D) an insrrred Federal credit union or State-ehartered eredit union rmder the
Federal Credit Union Act; and
has total assets of $10,000,000,000 or less on the last day of its most recent fiscal year.
"Exempted Pre-Trade Mark Transaction" means any swap for which the CFTC provides no-aetion or
other relief from the pre-trade mid-market mark disclosure requirements of the CFTC Regulations that is
based, in whole or in part, upon the agreement of Client that DB need not disclose pre-trade mid-market
marks, includiug but not limited to the rehef from such requirements provided in CFTC Letters No. 12-42
and 12-58.
"Financial Entity" has the meaning ascribed to it in Section 2(h)(7)(C)(l) of the CEA and includes a
Swap Dealer, Major Swap Participant, Security-Based Swap Dealer, Major Security-Based Swap
Partieipant, a Commodity Pool, a Private Fund, an Active Fund and any person that is 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.
"Financial Institution" means a financial institution as defined in Section la(21) of the CEA and
includes:
(i)
(ii)
an "agreement corporation" operating under the fifth undesignated paragraph of section
25 of the Federal Reserve Act;
an "Edge Act corporation" organized under section 25A of the Federal Reserve Act;
an institution that is regulated by the Farm Credit Administration;
a Federal credit union or State credit union as defined in section 101 of the Federal Credit
Union Aet;
a depository institution as defined in section 3 of the Federal Deposit Insuranee Act;
a foreign bank or a branch or agency of a foreign bank each as defined in section 1(b) of

the International Banking Act of 1978;
any financial holding company as defined in section 2 of the Bank Holding Company
(i)
(ii)
(iii)
(iv)
(v)
(vi)
(vii)
Act;
(viii)
a trust company; or
a similarly regulated subsidiary or affiliate of an entity described in (i) through (viii).
"Governmental Entity" means a governmental entity (including the United States, a State, or a foreign
government) or poHtical subdivision of a governmental entity, a multinational or supranational
government entity, or an instrumentality, agency, or department of any of the foregoing, provided that one
of the following conditions is met:
the entity, instrumentality, agency, or department in connection with its business:
(ix)
(i)
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m
has a demonstrable ability, directly or through separate contractual arrangements,
to make or take delivery of the underlying commodity;
incurs risks, in addition to price risk, related to the commodity; or
is a dealer that regularly provides risk management or hedging services to, or
engages in market making activities with, the foregoing entities involving transactions to purchase or sell the commodity or derivative agreements, contracts, or transactions in the commodity; or
the entity, instrumentality, agency, or department owns and invests on a discretionary
basis $50,000,000 or more in investments.
"Hedging Entity ECP" means a corporation, partnership, proprietorship, organization, trast or other
entity (other than an Commodity Pool ECP) that has a net worth exceeding $1 million^ and enters into
swaps in connection with the conduct of its business or to manage the risk associated with an asset or
liability that is or is reasonably likely to be owned or incurred by it in the conduct of its business.
"Hedging Individual ECP" means an iudividual who has amounts invested on a discretionary basis, the
aggregate of which is in excess of $5 million, and enters into swaps to

manage the risk associated with an
asset or liability that is or is reasonably likely to be owned or incurred
by such individual.
"Hedging or Mitigating Commercial Risk" has the meaning set out in CFTC
Regulation 50.50(c) and
includes the following swaps:
a swap that either:
is economically appropriate to the reduction of risks in the conduct and
management of a commercial enterprise, where the risks arise from: (1) the
potential change in the value of assets that a person owns, produces,
manufactures, processes, or merchandises or reasonably anticipates owning,
producing, manufacturing, processing, or merchandising in the ordinary
course of
business of the enterprise; (2) the potential change in the value of
liabilities that a
person has incmred or reasonably anticipates incurring in the ordinary
course of
business of the enterprise; (3) the potential change in the value of
services that a
person provides, purchases, or reasonably anticipates providing or
purchasing in
the ordinary course of business of the enterprise; (4) the potential change
in the
value of assets, services, inputs, products, or commodities that a person
owns,
produces, manufactures, processes, merchandises, leases, or sells, or
reasonably
anticipates owning, producing, manufacturing, processing, merchandising,
leasing, or selling in die ordinary course of business of the enterprise;
(5) any
potential change in value related to any of the foregoing arising from
interest,
cmrency, or foreign exchange rate movements associated with such assets,
liabilities, services, inputs, products, or commodities; or (6) any
fluctuation in
(A)
(B)
(C)
(ii)
(i)
(A)
^ The calculation of "net worth" may include the net worth of any of the
entity's direct owners (including any owner of a Shell
Company that invests in the entity), provided that all the owners of the
entity are ECPs and that the swaps entered into qualify as
bona fide hedges pursuant to CFTC Regulation 1.3(kkk). An individual owner
of the entity may qualify as an ECP for this
purpose only if the individual: (1) has an active role in operating a
business other than the entity relying on the definition; (2)
directly owns all of the assets of the business; (3) directly is responsible
for all of the liabilities of the business; and (4) acquires

its interest in the entity relying on the definition in connection with the
operation of the individual's proprietorship or to manage
the risk associated with an asset or liability owned or incurred or
reasonably likely to be owner or incurred by the individual in
connection with the individual's proprietorship.
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IV
interest, currency, or foreign exchange rate exposures arising from a
person's
current or anticipated assets or liabilities; or
qualifies as bona fide hedging for purposes of an exemption from position
limits
under the CEA; or
qualifies for hedging treatment under: (1) Financial Accounting Standards
Board
Accoimting Standards Codification Topic 815, Derivatives and Hedging
(formerly known as Statement No. 133); or (2) Govermnental Accoimting
Standards Board Statement 53, Accounting and Financial Reporting for
Derivative Instruments; and
(B)
(C)
such swap is:
(A) not used for a purpose that is in the nature of speculation, investing,
or trading;
(ii)
and
not used to hedge or mitigate the risk of another swap or security-based swap
position, unless that other position itself is used to hedge or mitigate
commercial
risk as described above or as set out in Exchange Act Rule 3a67-4.
"Insurance Company" means an insurance company regulated by a State or by a
foreign government
subject to comparable regulation as determined by the CFTC (or a regulated
subsidiary or affiliate of such
an insurance company).
"Insured Depository Institution" is defined in Section 3(c) of the Federal
Deposit Insurance Act and
includes any bank or savings association the deposits of which are insured
by the Federal Deposit
Insurance Corporation pursuant to that Act, as well as any uninsured branch
or agency of a foreign bank
or a commercial lending company owned or controlled by a foreign bank for
purposes of section 8 of that
Act.
"International Swap" means a swap required by US law and the law of another
jurisdiction be reported
both to a CFTC-registered swap data repository as well as to a different
trade repository registered in the
non-US jurisdiction.
"Investment Company" means an investment company subject to regulation under
the Investment

Company Act or a foreign person performing a similar role or function subject to foreign regulation.

"Investment Company Act" means the Investment Company Act of 1940, as amended.

"Large Entity ECP" means a corporation, partnership, proprietorship, organization, tmst or other entity (other than an Commodity Pool ECP) that (i) has total assets exceeding $10 million; or (ii) has its obUgations as a Client guaranteed or otherwise supported by a letter of credit or keepwell, support or other agreement by an entity that is a Financial Institution, an Insurance Company, an Investment Company, an Commodity Pool ECP, a Governmental Entity or any other person determined by the CFTC to be an "ehgible contract participant" in light of the financial or other qualifications of such person.

"Life Cycle Event" means any event that would result in either a change to a primary economic term of a swap or to any primary economic terms data previously reported to a CFTC-registered swap data repository in connection with a swap.

"Major Security-Based Swap Participant" has the meaning ascribed to it in Section 3(a)(67) of the Exchange Act and Rule 3a67-l under the Exchange Act.

"Major Swap Participant" has the meaning ascribed to it in Section la(33) of the CEA and CFTC Regulation 1.3(hhh).

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"Private Fund" means any issuer that would be an investment company as defined in the Investment Company Act but for Section 3(c)(1) or 3(c)(7) of that Act.

"Qualified Independent Representative" means:

in the case of a Client that is an ERISA Special Entity, a Swap Agent that is a fiduciary as defined in section 3 of ERISA; and

in the case of all other Clients that are Special Entities, a Swap Agent that:

has sufficient knowledge to evaluate swap transactions and the risks thereof;

is not subject to a statutory disqualification pmsuant to Sections 8a(2) or 8a(3) of the CEA;

has undertaken a duty to act in the best interests of Client;

makes appropriate and timely disclosures to Chent;

evaluates, consistent with any guidelines provided by Client, fair pricing and the appropriateness of a swap;

complies with any applicable restrictions relating to political contributions; and

is not and has not within 1 year of representing Client in connection with

swaps
subject to this Addendum been an associated person of DB;
is not a principal of DB and DB is not a principal of the Swap Agent;
provides timely disclosure to Client of all material conflicts of interest that could
reasonably affect the judgment or decision making of the Swap Agent with
respect to Swap Agent's obligations to Client and Swap Agent complies with
policies and procedures reasonably designed to manage and mitigate such
conflicts of interest;
the Swap Agent is not directly or indirectly, through one or more persons,
controlled by, in control of, or under common control with, DB; and
was not referred, recommended or introduced by DB to Client within one year of
Swap Agent's representation of Client in connection with swaps subject to this
Addendum.
"Reporting Counterparty" means the party to a swap that is responsible for the real-time swap
transaction reporting requirements set out in Part 43 of the CFTC Regulations and for the swap data
reporting requirements set out in Part 45 of the CFTC Regulations.
"Security-Based Swap Dealer" has the meaning ascribed to it in Section 3(a)-(71) of the Exchange Act
and Rule 3a71-l rmder the Exchange Act.
"Shell Company" means any entity that limits its holdings to direct and indirect interests in entities that
qualify as ECPs by having net worth exceeding $1 million and enter into Swaps in connection with the
conduct of their busmess or to manage the risk associated with an asset or liability that is or is reasonably
likely to be owned or incvured in the conduct of their business.
"Swap Agent" means, with respect to Client, a person (if any), other than an employee of Client, that
Client has represented in writing to DB is responsible for evaluating swaps and swap trading strategies
and for making decisions relating thereto on Client's behalf
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"Swap Communication Event" means each (1) Swap Transaction Event, (2) offer to enter into a swap
vmder the Agreement or a Swap Transaction Event and (3) Swap Recommendation.
"Swap Dealer" has the meaning ascribed to it in Section la(49) of the CEA and CFTC Regulation
l-3(ggg).
"Swap Recommendation" means a "recommendation" (as such term is used in CFTC Regulations
23.434 and 23.440) with respect to a swap or trading strategy involving a swap that is governed by or
proposed to be governed by the Agreement.
"Swap Transaction Event" means, the execution of a new swap between the parties imder the
Agreement or any material amendment, mutual unwind or novation of an existing swap between the
parties under the Agreement.
"Third-Party Subaccount" means an account that is managed by an investment adviser that is (1)
independent of and imaffiliated with the account's beneficial owner or sponsor and (2) responsible for the
documentation necessary for the accovmt's beneficial owner to document swaps as required under section
4s(i) of the CEA.
"Valuation Amount" means, in respect of a swap between Client and DB, the amount that would he
payable to DB by Client (expressed as a positive number) or by DB to Client (expressed as a negative
number) as if such swap (and not any other swap) was being terminated and closed out on the date that
such amount is calculated.
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