

Subject: RE: ISDA paper [C]
From: Darlene Zong <[REDACTED]>
Date: Wed, 07 Dec 2016 18:06:05 -0500
To: Richard Kahn <[REDACTED]>
Cc: Daniel Sabba <[REDACTED]>, Stewart Oldfield <[REDACTED]>

Classification: Confidential

Hi Rich,

Please find attached the revised ISDA and GMRA termination agreement for your review.

Best,

Darlene Zong, CFA
Key Client Partners | Deutsche Bank Securities, Inc
[REDACTED]

345 Park Avenue, 26th Floor, New York, NY, 10154

-----Original Message-----

From: Daniel Sabba
Sent: Wednesday, December 07, 2016 10:46 AM
To: Richard Kahn; Stewart Oldfield
Cc: Sebastian Marcilese; Darlene Zong
Subject: RE: ISDA paper [C]

Classification: Confidential

Hi Rich,

I hope all is well. I am CCing Sebastian Marcilese from our legal team. He explained to me this is a standard provision for termination agreements. It means that if there is any clause that specifically provides that it will survive the termination of the agreement, it will not be terminated.

Sebastian has made himself available to answer other questions you might have.

Thank you,
Daniel

-----Original Message-----

From: Richard Kahn [mailto:[REDACTED]]
Sent: Tuesday, December 06, 2016 2:35 PM
To: Stewart Oldfield
Cc: Daniel Sabba
Subject: Re: ISDA paper

just that clause
thanks

Richard Kahn
HBRK Associates Inc.
575 Lexington Avenue 4th Floor
New York, NY 10022
tel [REDACTED]
fax [REDACTED]
cel [REDACTED]

> On Dec 6, 2016, at 2:29 PM, Stewart Oldfield <[REDACTED]>
wrote:

>
> Is there an attachment with a markup that didn't come through or is it
only that clause that he wants to discuss? Will tie in our legal team for
you once we know the full scope of the discussion.

>
> Thanks

>
> -----Original Message-----
> From: Richard Kahn [mailto:[REDACTED]]
> Sent: Tuesday, December 06, 2016 2:10 PM
> To: Stewart Oldfield
> Subject: ISDA paper

>
> attached is comment from Darren (legal) after review of docs:

>
> Also, each of the four agreements in the section dealing with the "Effect
of Termination" states that the respective rights and obligations of the
parties under the ISDA or the Global Master Repurchase Agreement cease,
except as provided in the ISDA or the GMRA. I would like to speak with
someone to explain what is intended by that provision. What rights and
obligations do they believe survive as set forth in the ISDA or the GMRA?
With whom should I speak?

>
> please advise
> thank you

>
> Richard Kahn
> HBRK Associates Inc.
> 575 Lexington Avenue 4th Floor
> New York, NY 10022
> tel [REDACTED]
> fax [REDACTED]
> cel [REDACTED]

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