

(h) *Additional Termination Events.* The occurrence of any of the following events shall constitute a Termination Event:

- (i) Change of ownership – If there is any change in the beneficial ownership of Jeffrey Epstein as of the date of this Agreement.
- (ii) The Credit Support Provider of Party B fails to maintain (x) total assets; (y) net worth; and (z) liquid assets at least equal to the amounts specified in Appendix II.

For purposes hereof, net worth of the Credit Support Provider of Party B equals the assets of Credit Support Provider of Party B (exclusive of home, furnishings and automobiles) minus the liabilities of Credit Support Provider of Party B as reflected in the most recent financial statements of Credit Support Provider of Party B delivered to Party A.

- (iii) An Adverse Regulatory Change occurs and is continuing. “Adverse Regulatory Change” means the adoption of, or any change in, any applicable law after the date on which a Transaction is entered into, or issuance of any directive or the promulgation of, or any change in, the interpretation, whether formal or informal, of any law or directive (or any requests, whether or not having the force of law) made by any court, tribunal or regulatory authority with competent jurisdiction after such date which, in respect of a Transaction or any assets or hedge incidental thereto, in Party A’s good faith determination, has the effect with regard to either party of: (A) imposing or adversely modifying, in any material respect, any reserve, special deposit, or similar requirement; or (B) materially affecting the amount of regulatory capital to be maintained by such party or (C) subjecting such party to any material loss due to the re-characterization of any payments or deliveries to be made under such Transaction; or
- (iv) In the reasonable opinion of Party A, there is a material adverse change in the financial condition or credit standing of Party B or the Credit Support Provider of Party B from either the date of this Agreement or the date of the most recent financial statements of Party B or the Credit Support Provider of Party B delivered to Party A.

For the purpose of the foregoing Termination Events specified in clauses (i) through (iv) above, Party B shall be deemed to be the Affected Party and Party A shall not be an Affected Party.

Part 2. Tax Representations.

(a) *Payer Tax Representations.*

- (i) For the purposes of Section 3(e) of this Agreement, Party A and Party B will each make the following representations to the other:

It is not required by any applicable law, as modified by the practice of any relevant governmental revenue authority, of any Relevant Jurisdiction to make any deduction or withholding for or on account of any Tax from any payment (other than interest under Section 9(h) of this Agreement) to be made by it to the other party under this Agreement. In making this representation, each party may rely on:

- (i) the accuracy of any representations made by the other party pursuant to Section 3(f) of this Agreement;