

(1) or the failure to pay referred to in (2) is a failure to pay or deliver caused by an error or omission of an administrative or operational nature, and (II) funds or the asset to be delivered were available to such party to enable it to make the relevant payment or delivery when due and (III) such payment or delivery is made within three (3) Local Business Days following receipt of written notice from an interested party of such failure to pay, or (B) such party was precluded from paying, or was unable to pay, using reasonable means, through the office of the party through which it was acting for purposes of the relevant Specified Indebtedness, by reason of force majeure, act of State, illegality or impossibility.”

If such provisions apply:

“**Specified Indebtedness**” shall mean any obligation (whether present or future, contingent or otherwise, as principal or surety or otherwise) in respect of borrowed money other than indebtedness in respect of bank deposits received in the ordinary course of business.

With regard to Party A, “**Threshold Amount**” means three percent (3%) of its shareholders’ equity (as calculated in accordance with generally accepted accountancy principles applicable to Party A).

With regard to Party B, any applicable Specified Entity of Party B or any Credit Support Provider of Party B “**Threshold Amount**” means the lesser of (i) USD 1,000,000 or (ii) three percent (3%) of the shareholders’ equity of Party B (as calculated in accordance with generally accepted accountancy principles applicable to Party B).

- (d) The “*Credit Event Upon Merger*” provision in Section 5(b)(v) will apply Party A and Party B.
- (e) The “*Bankruptcy*” provisions of Section 5(a)(vii) shall apply to Party A and Party B.
- (f) The “*Automatic Early Termination*” provisions of Section 6(a) will not apply to Party A or Party B.
- (g) “*Termination Currency*” means United States Dollars.
- (h) **Additional Termination Events.** The occurrence of any of the following events shall constitute a Termination Event:
 - (i) **Maintenance Of Ownership.** Jeffrey Epstein at any time ceases to own, whether directly or indirectly 51% of the paid-up share capital of Party B or if at any time the number of persons holding paid up capital in Party B exceeds 10.
 - (ii) 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