

- (i) **Waiver of Right to Trial by Jury.** Each of the parties hereby irrevocably waives any and all right to a trial by jury with respect to any legal proceeding arising out of or relating to this Agreement or any Transaction.
- (ii) **Deutsche Bank Securities Inc.** Each party acknowledges and agrees that (A) Deutsche Bank Securities Inc. or another designated Affiliate of Party A (the “*Designated Agent*”) will act as agent for Party A in connection with certain Transactions when so specified in the Transaction Confirmation; and (B) the Designated Agent is acting solely as agent and shall have no liability for the performance of either party’s obligations under this Agreement or any Transaction, or for costs, expenses, damages or claims arising out of the failure of either party to perform any such obligation.
- (iii) **Bankruptcy Code.** Without limiting the applicability if any, of any other provision of the U.S. Bankruptcy Code as amended (the “*Bankruptcy Code*”) (including without limitation Sections 362, 546, 556, and 560 thereof and the applicable definitions in Section 101 thereof), the parties acknowledge and agree that all Transactions entered into hereunder will constitute “forward contracts” or “swap agreements” as defined in Section 101 of the Bankruptcy Code or “commodity contracts” as defined in Section 761 of the Bankruptcy Code, that this Agreement is a “master netting agreement” as defined in Section 101 of the Bankruptcy Code, that the rights of the parties under Section 6 of this Agreement will constitute contractual rights to liquidate Transactions, that any margin or collateral provided under any margin, collateral, security, pledge, or similar agreement related hereto will constitute a “margin payment” as defined in Section 101 of the Bankruptcy Code, and that the parties are entities entitled to the rights under, and protections afforded by, Sections 362, 546, 556, and 560 of the Bankruptcy Code.
- (h) **Amendments.** Section 9(b) is modified by the deletion of the words “or confirmed by an exchange of telexes or by an exchange of electronic messages on an electronic messaging system”.
- (i) **Counterparts and Confirmations.** Section 9(e)(i) is modified by the deletion of the words “and by electronic messaging system”.
- (j) **Foreign Exchange, Currency Option, Commodity and Bullion Transactions**
 - (i) The parties agree that any transaction that is entered into between them through an Office specified in Part 4 of the Schedule to this Agreement which is (a) outstanding between them at the date this Agreement comes into effect or (b) entered into by them on or after the date this Agreement comes into effect, and is
 - (I) an FX Transaction or a Currency Option Transaction (as those terms are defined in the 1998 FX and Currency Option Definitions, including Annex A, published by the International Swaps and Derivatives Association, Inc. (“*ISDA*”), the Emerging Markets Traders Association and the Foreign Exchange Committee (the “*FX Definitions*”)) will be deemed to incorporate the FX Definitions into the Confirmation thereof; or
 - (II) a Transaction (as that term is defined in the 2005 ISDA Commodity Definitions (published by ISDA) (the “*2005 Commodity Definitions*”)) will be deemed to incorporate the 2005 Commodity Definitions into the Confirmation thereof