

(f) *Dispute Resolution.*

- (i) *“Resolution Time”* means 1:00 p.m., New York time, on the Local Business Day following the date on which the notice is given that gives rise to a dispute under Paragraph 5.
- (ii) *Value.* For the purpose of Paragraphs 5(i)(C) and 5(ii), the Value of Posted Credit Support will be calculated as follows: as set forth for other purposes in Paragraph 12.
- (iii) *Alternative.* The provisions of Paragraph 5 will apply, except to the following extent: (A) pending the resolution of a dispute, Transfer of the undisputed Value of Eligible Credit Support or Posted Credit Support involved in the relevant demand will be due as provided in Paragraph 5 if the demand is given by the Notification Time, but will be due on the second Local Business Day after the demand if the demand is given after the Notification Time; and (B) the Disputing Party need not comply with the provisions of Paragraph 5(II)(2) if the amount to be Transferred does not exceed the Disputing Party’s Minimum Transfer Amount.

(g) *Holding and Using Posted Collateral.*

- (i) *Eligibility to Hold Posted Collateral; Custodians.* Party A and its Custodian will be entitled to hold Posted Collateral pursuant to Paragraph 6(b); *provided* that the following conditions applicable to it are satisfied:

- (A) Party A is not a Defaulting Party.
- (B) Posted Collateral may be held only in the following jurisdictions: Posted Collateral consisting of certificated securities must be held in New York.

Initially, the **Custodian** for Party A is: Deutsche Bank AG New York Branch.

Party B and its Custodian will be entitled to hold Posted Collateral pursuant to Paragraph 6(b); *provided* that the following conditions applicable to it are satisfied:

- (A) **Party B** is not a Defaulting Party.
- (B) Posted Collateral consisting of certificated securities must be held in New York.
- (C) In the event that the Custodian holds Posted Collateral, the long-term unsubordinated unsecured debt of the Custodian is rated at least A by Standard & Poor’s, a division of The McGraw-Hill Companies, Inc. (or any successor thereto) and at least A2 by Moody’s Investors Service, Inc. (or any successor thereto).

- (ii) *Use of Posted Collateral.* The provisions of Paragraph 6(c) will apply to Party A and not to Party B.
- (iii) *Collateral Account.* All Eligible Collateral received by Party A from Party B (other than Contract Rights and Eligible Accounts) shall be credited to one or more accounts (each, a “Collateral Account”) at Party A, or its Custodian, each of which may include property of other parties but will bear a title indicating that the property in such Collateral Account is held as security.

Party A shall cause statements concerning the Posted Collateral held in each Collateral Account to be delivered to Party B on request. Nothing in this Paragraph 13(g)(iii) shall be