Party A appoints as its Process Agent:	Deutsche Bank AG – New York branch ████████ New York, NY 10005
Party B appoints as Process Agent:	Darren K. Indyke Darren K. Indyke, PLLC ████████ New York, New York 10022

(c)   *Offices.* The provisions of Section 10(a) will apply to this Agreement.

(d)   *Multibranch Party.* For the purpose of Section 10(b) of this Agreement:

Party A is a Multibranch Party and may act through the following Offices: Its New York, London, Tokyo, Paris, Singapore, Brussels, Sydney, Amsterdam, Vienna, Canada (Toronto), New Zealand (Auckland), and Zurich Branches, and its Frankfurt Head Office.

Party B is not a Multibranch Party.

(e)   *Calculation Agent.* The Calculation Agent shall be Party A.

(f)   *Credit Support Document.* Details of any Credit Support Document:

The ISDA Credit Support Annex and supplementary "Paragraph 13 - Elections & Variables" in the form appended hereto shall constitute a "Credit Support Document" in relation to each party, respectively, with respect to all of the obligations of the parties and for all purposes of this Agreement.

(g)   *Credit Support Provider.* Not applicable.

(h)   *Governing Law.* This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York (without reference to its choice of law doctrine).

(i)   *Multiple Transaction Payment Netting.* Multiple Transaction Payment Netting will apply separately as agreed in writing from time to time.

(j)   *Absence of Litigation.* For the purpose of Section 3(c):

"*Specified Entity*" means in relation to Party A, None.

"*Specified Entity*" means in relation to Party B, None.

(k)   *No Agency.* The provisions of Section 3(g) will apply to this Agreement.

(l)   *Additional Representation* will apply. For the purpose of Section 3 of this Agreement each of the following will constitute an Additional Representation:

      (i)   *Representations of All Parties.* Each party will be deemed to represent and warrant to the other party on and as of the date that it enters into a Transaction (which representations and warranties shall be deemed repeated on and as of each date that any

36