

documents as the Secured Party deems appropriate for such purposes. The Pledgor hereby appoints the Secured Party, during the term of this Agreement, as the Pledgor's agent and attorney-in-fact to complete and execute such financing statements, assignments and other documents and to perform all other acts which the Secured Party may deem appropriate to protect and maintain its security interest in the Posted Collateral and to protect, preserve, and realize upon the Posted Collateral. The power-of-attorney granted herein to the Secured Party is coupled with an interest and is irrevocable during the term of this Agreement.

- (iii) **Agreement as to Single Secured Party and Pledgor.** Party A and Party B agree that, notwithstanding anything to the contrary in the recital to this Annex, Paragraph 1(b) or Paragraph 2 or the definitions in Paragraph 12, (a) the term "Secured Party" as used in this Annex means only Party A, (b) the term "Pledgor" as used in this Annex means only Party B, (c) only Party B makes the pledge and grant in Paragraph 2, the acknowledgment in the final sentence of Paragraph 8(a) and the representations in Paragraph 9, (d) only Party B will be required to make Transfers of Eligible Credit Support hereunder and (e) Paragraph 7 shall apply to Party B only and shall not apply to Party A.

- (iv) **Transfer.**

Eligible Collateral contained in Eligible Accounts shall be deemed (i) "Transferred" to Party A for purposes of this Annex at all times while such Eligible Accounts are designated as Cash Collateral Accounts in accordance with this Agreement, (ii) "Transferred" to Party B for purposes of this Annex when the security interest in such Eligible Collateral in favor of Party A is released, and (iii) held by Party A for purposes of this Annex at all times on and after the Transfer of such Eligible Collateral to Party A and before the Transfer of such Eligible Collateral to Party B.

- (v) The terms of Paragraph 13 of the Annex shall be amended by inserting the following as a new paragraph (m) as follows:

**"(m) Withholding Tax on Interest Amount with respect to Posted Collateral comprised of Cash:**

The provisions of Section 2(d) of this Agreement shall not apply with respect to payment of the Interest Amount under this Annex, and any withholding tax on the Interest Amount shall not constitute an Indemnifiable Tax under this Agreement. Paragraph 6(d)(ii) of this Annex is hereby amended by inserting "less any applicable withholding tax" after "the Interest Amount" in line 4 thereof.

The parties hereby acknowledge and agree that, when interpreting any provision or representation in this Agreement (other than this Annex) relating to tax matters, references to "payment under this Agreement" or any other words with a similar purport made in this Agreement (excluding this Annex) shall be deemed to exclude payment of the Interest Amount under this Annex."

(signature page follows)