

DRAFT

SCHEDULE
to the
2002 ISDA Master Agreement
dated as of _____
among
Deutsche Bank AG ("Party A"),
and

Each counterparty listed on Appendix I attached to the Schedule to the Agreement and made a part thereof, severally, and not jointly (each a "Party B")

It is understood and agreed that this document shall constitute a separate agreement with each party listed on Appendix I attached hereto, as if each such party had executed a separate document naming only itself as Party B, and that no party listed on Appendix I shall have any liability under this document for the obligations of any other party so listed. With respect to any one such party, (i) only Confirmations of Transactions between Party A and Party B shall be part of the agreement with such party and (ii) references in the Agreement to the Schedule shall be deemed to refer to the Schedule as prepared for such party, and the term "this Agreement" shall be construed accordingly.

Part 1. Termination Provisions.

(a) "*Specified Entity*" means:

in relation to Party A: Not Applicable

and in relation to Party B for the purpose of:

Section 5(a)(v):	Not Applicable
Section 5(a)(vi):	Not Applicable
Section 5(a)(vii):	Not Applicable
Section 5(b)(v):	Not Applicable

(b) The definition of "*Specified Transaction*" in Section 14 of this Agreement is hereby amended by adding the text "prime brokerage or margin lending transaction" after the words "weather index transaction" in the tenth line thereof.

(c) The "*Cross Default*" provisions of Section 5(a)(vi) will not apply to both parties and is hereby amended by: ~~Party A and will apply to Party B.~~ [Below language has been borrowed from a previously executed bilateral ISDA with DB – other account is a fund, so would want to change that terminology to specifically refer to the LLC and Inc that are relevant here]