The parties agree that the provisions of the 2002 Master Agreement Protocol including Annexes 1 - 18 inclusive published by the International Swaps and Derivatives Association, Inc on 15th July 2003 (the *"Protocol"*) are incorporated into and apply to this Agreement with the same effect as if the parties had complied with the provisions of Section 2 of the Protocol. In this respect, references in the Protocol to an "ISDA 2002 Master Agreement" will be deemed to be references to this Agreement and the term "the parties", as used in the Protocol shall be construed as referring to Party A and Party B.

(m)   *Master Representations*.   The representations set forth in Section 3(a)(ii)-(iv) are hereby amended by adding to the end of each such sub-section the following: ", provided that, solely to the extent made by Party A, this representation does not apply with respect to section 406 of ERISA, section 4975 of the Code, Governmental Plan Law, or Sections 731 or 764 of the Reform Act (or the statutory amendments enacted thereunder)."

(n)   (A) **Eligible Contract Participant Representation.** (i) Party A represents to Party B on and as of the date hereof and on each date on which a Transaction is entered into between them that (a) it is a "swap dealer" as defined in Section 1a(49) of the Commodity Exchange Act, as amended ("CEA") and Commodity Futures Trading Commission ("CFTC") Regulation 1.3(ggg) and (b) it is an "eligible contract participant" within the meaning of Section 1a(18)(A)(i) of the CEA and CFTC Regulation 1.3(m). (ii) Party B represents to Party A on and as of the date hereof and on each date on which a Transaction is entered into between them it is an "eligible contract participant" within the meaning of Section 1a(18)(A) [insert relevant provision(s)] ?? (5i)of the CEA and CFTC Regulation 1.3(m). (iii) Each party agrees to promptly notify the other party in writing of any material changes to its representation(s) in this provision.

(B) **US Person Classification.** Party B is a U.S. person as such term is defined by the CFTC in any law, order, interpretation rulemaking or release that may be promulgated by the CFTC.

(C) In order to comply with certain obligations pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank") and the rules, regulations, orders and interpretations that are published or issued by the CFTC to implement Dodd-Frank, Party A and Party B agree that, prior to entering into a Transaction governed by this Agreement, they (1) have or will (a) adhere to the ISDA August 2012 DF Protocol Agreement, published by International Swaps and Derivatives Association, Inc. ("ISDA") on August 13, 2012 and (b) submit the related Questionnaire (the "August 2012 DF Protocol Questionnaire") to Party A [[via ISDA Amend (at www.Markit.com)] or [by email to df.protocol@db.com together with the related Answer Sheet in excel format] and in such Questionnaire have or will agree that DF Schedule [3/4/5/6], if applicable, is incorporated in the Agreement and (2) have or will (a) adhere to the ISDA March 2013 DF Protocol Agreement, published by ISDA on March 22, 2013 and (b) submit the related Questionnaire (the "March 2013 DF Protocol Questionnaire"; and together with the August 2012 DF Protocol Questionnaire, the "Questionnaires") to Party A [[via ISDA Amend (at www.Markit.com)] or [by email to df.protocol@db.com together with the related Answer Sheet in excel format] and has elected that DF Schedules 3 and 4, if applicable, are incorporated in the Agreement. In addition, if one or more Designated Evaluation Agents, Designated QIRs or Designated Fiduciaries is identified in the August 2012 DF Protocol Questionnaire, each such Designated Evaluation Agent, Designated QIR or Designated Fiduciary, as the case may be, must countersign the August 2012 DF Protocol Questionnaire where required and submit it to Party A using ISDA Amend or send the August 2012 DF Protocol Questionnaire via email to df.protocol@db.com. [FYI, Client will be signing DB DF Protocol]