

DRAFT

Bankruptcy Code, and that the parties are entities entitled to the rights under, and protections afforded by, Sections 362, 546, 556, and 560 of the Bankruptcy Code.

- (h) **Amendments.** Section 9(b) is modified by the deletion of the words “or confirmed by an exchange of telexes or by an exchange of electronic messages on an electronic messaging system”.

- (i) **Counterparts and Confirmations.** Section 9(e)(i) is modified by the deletion of the words “and by electronic messaging system”. [Should allow PDFs]

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- (j) **Foreign Exchange, Currency Option, Commodity and Bullion Transactions**

- (i) The parties agree that any transaction that is entered into between them through an Office specified in Part 4 of the Schedule to this Agreement which is (a) outstanding between them at the date this Agreement comes into effect or (b) entered into by them on or after the date this Agreement comes into effect, and is

- (I) an FX Transaction or a Currency Option Transaction (as those terms are defined in the 1998 FX and Currency Option Definitions, including Annex A, published by the International Swaps and Derivatives Association, Inc. (“ISDA”), the Emerging Markets Traders Association and the Foreign Exchange Committee (the “FX Definitions”)) will be deemed to incorporate the FX Definitions into the Confirmation thereof; or

- (II) a Transaction (as that term is defined in the 2005 ISDA Commodity Definitions (published by ISDA) (the “2005 Commodity Definitions”)) will be deemed to incorporate the 2005 Commodity Definitions into the Confirmation thereof

and each transaction of a type described in (I) and (II) will be a Transaction for the purpose of this Agreement whether or not a Confirmation of such a Transaction refers to this Agreement and irrespective of any reference in a Confirmation to the “International Bullion Master Agreement”, the “LBMA”, or the “IBMA”, *provided however*, if a confirmation of any such transaction expressly states that another master agreement governs, such transaction will not be a Transaction for the purpose of this Agreement.

For the avoidance of doubt, FX Transaction(s) include foreign exchange swap(s) but not cross currency interest rate swap(s).

- (ii) Section 1(b) of this Agreement is amended by adding the following proviso at the end thereof: “*provided, however*, that with respect to (i) an FX Transaction (other than one that is identified as non-deliverable in the relevant Confirmation) and (ii) a Transaction (which is confirmed using an electronic messaging system) (as each such transaction type is defined in this provision of the Schedule to this Agreement) this Agreement will prevail unless the relevant Confirmation specifically references this Agreement.”

- (k) **Disclosure.** Each party hereby consents to the communication or disclosure by the other party of information in respect of or relating to this Agreement and any Transactions hereunder to such other party’s branches, subsidiaries and Affiliates and, to the extent required by law or regulation, any government or regulatory authority.

- (l) **2002 Master Agreement Protocol**