Code") (except insofar as the type of Securities subject to such Transaction or the term of such Transaction would render such definition inapplicable), and a "securities contract" as that term is defined in Section 741 of the US Code.

(b) It is understood that either party's right to liquidate Securities delivered to it in connection with Transactions hereunder or to exercise any other remedies pursuant to Paragraph 10 hereof, is a contractual right to liquidate such Transaction as described in Sections 555 and 559 of the US Code.

(c) The parties agree and acknowledge that if a party hereto is an "insured depository institution", as such term is defined in the Federal Deposit Insurance Act, as amended ("*FDIA*"), then each Transaction hereunder is a "qualified financial contract", as such term is defined in the FDIA and any rules, orders or policy statements thereunder (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).

(d) It is understood that this Agreement constitutes a "netting contract" as defined in and subject to Title IV of the Federal Deposit Insurance Corporation Improvement Act of 1991 ("*FDICIA*") and each payment entitlement and payment obligation under any Transaction hereunder shall constitute a "covered contractual payment entitlement" or "covered contractual payment obligation", respectively, as defined in and subject to FDICIA (except insofar as one or both of the parties is not a "financial institution" as such term is defined in FDICIA).

23. ACKNOWLEDEMENTS

The parties acknowledge that they have been advised that:

(a) in the case of Transactions in which one of the parties is a broker or dealer registered with the Securities and Exchange Commission ("*SEC*") under Section 15 of the Securities Exchange Act of 1934 ("*1934 Act*"), the Securities Investor Protection Corporation has taken the position that the provisions of the Securities Investor Protection Act of 1970 ("*SIPA*") do not protect the other party with respect to Transactions hereunder;

(b) in the case of Transactions in which one of the parties is a government securities broker or government securities dealer registered with the SEC under Section 15C of the 1934 Act, SIPA will not provide protection to the other party with respect to any Transaction hereunder; and

(c) in the case of Transactions in which one of the parties is a financial institution, funds held by the financial institution pursuant to a Transaction hereunder are not a deposit and therefore are not insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, as applicable."

6. The following additional supplemental terms and conditions shall apply to Transactions with respect to which Party A has dealt with a representative of Party B in the United States or Party B has dealt with an officer of Deutsche Bank Securities Inc. ("*DBSI*"), an affiliate of Party A ("*Applicable Transactions*"):

(a) As a broker-dealer registered with the SEC, DBSI, as agent, will be responsible for (a) effecting Applicable Transactions under the Agreement, (b) issuing all required confirmations and statements to Party A and Party B in connection with Applicable Transactions, and (c) maintaining books and records relating to Applicable Transactions as required by SEC regulations. Notwithstanding the foregoing, transfers of funds and securities in connection with Applicable Transactions shall be directly between Party A and Party B (or their respective agents or custodians) and DBSI, as agent, will not be responsible for receiving, delivering and safeguarding funds and securities in connection with Applicable Transactions under this Agreement.

(b) DBSI is acting in connection with Applicable Transactions solely in its capacity as agent pursuant to instructions from Party A and Party B. DBSI shall have no responsibility or liability to Party A or Party B arising from a failure by Party A or Party B to pay or perform any obligation under the Agreement, and is not acting as guarantor of either Party A or Party