

Miscellaneous:

- i. This Termination Agreement constitutes the entire agreement and understanding between the Parties with respect to its subject matter and supersedes all oral communication and prior writings (except as otherwise provided herein) with respect thereto.
- ii. No amendment, modification or waiver in respect of the matters contemplated by this Termination Agreement will be effective unless made in writing duly signed on behalf of each party.
- iii. This Termination Agreement may be executed and delivered in counterparts, each of which will be deemed an original.
- iv. This Termination Agreement shall be governed by, and shall be construed in accordance with, English law. The Parties agree to submit to the exclusive jurisdiction of the English courts should a dispute arise out of or in connection with this Termination Agreement or its subject matter.
- v. Party B hereby irrevocably appoints [Please Advise] its agent to accept service of process in England in any legal action or proceedings arising out of this Termination Agreement, service upon whom shall be deemed completed whether or not forwarded to or received by Party B. Party B agrees to inform DB in writing of any change of address of such process agent within 14 days of such change. If such process agent ceases to be able to act as such or to have an address in England, Party B irrevocably agrees to appoint a new process agent in England acceptable to DB and to deliver to DB within 14 days a copy of a written acceptance of appointment by the process agent. Nothing herein shall affect the right to serve process in any other manner permitted by law.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy of this Confirmation enclosed for that purpose and returning it to us or by sending to us a letter or facsimile substantially similar to this letter, which letter or facsimile sets forth the material terms of the Transaction to which this Confirmation relates and indicates your agreement to those

Deutsche Bank AG London Branch

Signed: *Apama Shrivastava*
 Name: Apama Shrivastava
 Dept: Commodity Derivatives

Signed: *Graham Bird*
 Name: Graham Bird
 Dept: Commodity Derivatives

Confirmed as of the date first above written
PRIVATE CLIENT SERVICES PWM ALEX BROWN AC SOUTHERN FINANCIAL LLC

By: _____
 Name:
 Authorised Signatory

By: *Dariusz Dredger*
 Name:
 Authorised Signatory

For any query relating to this Notification, please contact us on [redacted] or [redacted] or [redacted] or [redacted]
 If you agree with the details of this Notification, please sign and return to fax number [redacted] or [redacted] or [redacted]

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