

execution date hereof) to, or receives all or substantially all the assets or obligations of, another entity;

- (ii) any person or entity acquires directly or indirectly the beneficial ownership of equity securities having the power to elect a majority of the board of directors of X or otherwise acquires directly or indirectly the power to control the policy-making decisions of X; or
 - (iii) X effects any substantial change in its capital structure by means of the issuance, incurrence or guarantee of debt or the issuance of preferred stock or other securities convertible into, or exchangeable for, debt or preferred stock.
- (e) **Automatic Early Termination.** The "Automatic Early Termination" provision of Section 6(a) will apply to Party A and Party B.
- (f) **Payments on Early Termination.** For the purpose of Section 6(e), the Second Method and Market Quotation will apply.
- (g) **Termination Currency.** "Termination Currency" means the currency selected by the party which is not the Defaulting Party or the Affected Party, as the case may be, or where there is more than one Affected Party the currency agreed by Party A and Party B. However, the Termination Currency shall be one of the currencies in which payments are required to be made in respect of Transactions. If the currency selected is not freely available, or where there are two Affected Parties and they cannot agree on a Termination Currency, the Termination Currency shall be United States Dollars.
- (h) **Additional Termination Event.** There are no additional termination events.