

- (E) In respect of a party, such other assets as the other party may, from time to time, specify in writing as qualifying as Eligible Collateral for the purpose of this Annex (provided that any such assets shall cease to qualify as Eligible Collateral if such other party subsequently specifies in writing that they shall no longer qualify as Eligible Collateral). For the avoidance of doubt there are no assets, which, as of the date of this Annex, qualify as Eligible Collateral for either party.

Such percentage as shall, from time to time, be specified by the other party as applying to such Eligible Collateral

(iii) **Other Eligible Support.**

With respect to a party, such Other Eligible Support as the other party may from time to time specify in writing as qualifying as **"Other Eligible Support"** and for the avoidance of doubt there are no items that qualify as Other Eligible Support for either party as of the date of this Annex.

(iv) **Thresholds.**

- (A) **"Independent Amount"** means with respect to Party A: Zero.
"Independent Amount" means with respect to Party B: Zero.
- (B) **"Threshold"** means with respect to Party A: Zero.
"Threshold" means with respect to Party B: Zero.
- (C) **"Minimum Transfer Amount"** means with respect to Party A: \$250,000
"Minimum Transfer Amount" means with respect to Party B: \$ 250,000
- (D) **Rounding.** The Delivery Amount and the Return Amount will be rounded up and down respectively to the nearest integral multiple of \$10,000.

(c) **Valuation and Timing.**

- (i) **"Valuation Agent"** means Party A.
- (ii) **"Valuation Date"** means each Local Business Day, which, if treated as a Valuation Date, would result in a Delivery Amount or Return Amount greater than zero.
- (iii) **"Valuation Time"** means the close of business in the city of the Valuation Agent on the Local Business Day before the Valuation Date or date of calculation, as applicable, provided that the calculations of Value and Exposure will be made as of approximately the same time on the same date.
- (iv) **"Notification Time"** means 4:00 p.m., London time, on a Local Business Day.

(d) **Conditions Precedent and Secured Party's Rights and Remedies.**

- (i) Subject to Paragraphs 13(d)(ii) and 13(d)(iii), for the purposes of this Annex the following events will each be a **"Specified Condition"** for the party specified (that party being the Affected Party if the event occurs with respect to that party):

	Party A	Party B
- Illegality	x	x
- Credit Event Upon Merger	x	x
- Additional Termination Event:	N/A	x

- (ii) For the purposes of sub-Paragraphs 4(a)(ii), 8(a)(2) and 8(b), the words **"Specified Condition"** shall be deleted and the words "Termination Event" shall be substituted therefor