(2) the Custodian for Party A shall first be approved by Party B; and

(3) if it is Party A that is holding Posted Collateral, Party A is not a Defaulting Party.

Initially, the Custodian for Party A is: to be determined.

Party B or its Custodian will be entitled to hold Posted Collateral pursuant to Paragraph 6(b); *provided that*

(1) whichever of Party B or its Custodian that is holding Posted Collateral, shall at all times have a long term debt or deposit rating of at least A- from Standard & Poor's Ratings Group, a division of McGraw-Hill Inc. and at least Baa1 from Moody's Investors Service, Inc. (or their respective successors) or have net capital in excess of US$500 million;

(2) the Custodian for Party B shall first be approved by Party A and shall be an account holder in the US Federal Reserve System; and

(3) if it is Party B that is holding Posted Collateral, Party B is not a Defaulting Party;

Initially, the Custodian for Party B is: to be determined.

(ii) *Use of Posted Collateral.*

The provisions of Paragraph 6(c) will apply to Party A and Party B.

(h) ***Distributions and Interest Amount.***

(i) ***Interest Rate.*** The "***Interest Rate***" will be, the effective rate for Federal Funds, as published on Telerate Page 118, provided that if, for any reason, Telerate Page 118 should be unavailable the Interest Rate shall be such rate as the Transferee shall reasonably determine.

(ii) ***Transfer of Interest Amount.*** The Transfer of the Interest Amount will be made on the second Local Business Day following the end of each calendar month, to the extent that a Delivery Amount would not be created or increased by that transfer, and on any Local Business Day on which all Posted Collateral in the form of Cash is Transferred to the Pledgor pursuant to Paragraph 3(b).

(iii) ***Alternative to Interest Amount.*** The provisions of Paragraph 6(d)(ii) will apply and for the purposes of calculating the Interest Amount the amount of interest calculated for each day of the Interest Period shall be compounded daily.

(i) ***Additional Representation(s).***

There are no additional representations by either party.

(j) ***Other Eligible Support and Other Posted Support.***

(i) *"Value"* with respect to Other Eligible Support and Other Posted Support shall have such meaning as the parties shall agree in writing from time to time.

(ii) *"Transfer"* with respect to Other Eligible Support and Other Posted Support shall have such meaning as the parties shall agree in writing from time to time.

(k) ***Demands and Notices.***

All demands, specifications and notices under this Annex will be made pursuant to the Notices Section of this Agreement, save that any demand, specification or notice:

(i) shall be given to or made at the following addresses:

