

Party B appoints as its Process Agent: Not applicable

(c) **Offices.** The provisions of Section 10(a) will apply to this Agreement.

(d) **Multibranch Party.** For the purpose of Section 10(c):

Party A is not a Multibranch Party.

Party B is not a Multibranch Party.

(e) **Calculation Agent.** The Calculation Agent is Party A unless otherwise agreed in a Confirmation in relation to the relevant Transaction. The Calculation Agent is Party A unless an Event of Default has occurred and is continuing with respect to Party A or otherwise specified in a Confirmation in relation to the relevant Transaction, in which case Party B is the Calculation Agent. All determinations by the Calculation Agent will be made in good faith and in a reasonably commercial manner and are subject to agreement by Party A and Party B. If Party A and Party B are unable to agree, each of them agrees to be bound by the determinations and calculations of a leading independent dealer in derivatives selected by agreement between Party A and Party B within one business Day of such disagreement, (the "Substitute Calculation Agent"), whose fees and expenses, if any, shall be met equally by both parties. If Party A and Party B are unable to agree on a Substitute Calculation Agent, each of Party A and Party B shall elect an independent dealer in derivatives and such dealers shall agree on a third party, who shall be deemed to be the Substitute Calculation Agent.

(f) **Credit Support Document.** Details of any Credit Support Document:

(i) The ISDA Credit Support Annex attached hereto and forming an integral part hereof.

(g) **Credit Support Provider**

Credit Support Provider means in relation to Party A: None

Credit Support Provider means in relation to Party B: None

(h) **Governing Law.** This Agreement will be governed by and construed in accordance the laws of the State of New York without reference to choice of law doctrine and each party hereby submits to the jurisdiction of the Courts of the State of New York.

(i) **Netting of Payments.** Section 2(c)(ii) of this Agreement will not apply to any Transactions from the date of this Agreement. Nevertheless, to reduce settlement risk and operational costs, the parties agree that they will endeavour to net across as many Transactions as practicable wherever the parties can administratively do so.

(j) **Affiliate.** Affiliate will have the meaning specified in Section 14 with respect to Part A and Party B but with respect to Party B will not include Highbridge Capital Management, LLC ("HCM") and each of HCM's affiliates.