

Notice “A”

Applicable for parties having chosen the following options:

1. Calculation of IA Amount:	OPTION 1 (ONE STAGE PROCESS)
2. “IA Seizure Amount”:	OPTION 1 (ALL IA)

[Letterhead of Secured Party]

Date: _____

[SECURITIES INTERMEDIARY]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

Attention:

Re: Control Agreement

NOTICE OF EXCLUSIVE CONTROL

We refer to the [Account Control Agreement], dated as of [_____, 201_] (as amended and in effect from time to time, the “**Control Agreement**”), between [the Secured Party], [the Pledgor] (the “**Pledgor**”), and you, as [Securities Intermediary]. Unless otherwise provided herein, capitalized terms used in this notice have the meanings assigned to them in the Control Agreement or the ISDA Master Agreement (as defined in the Control Agreement), as applicable.

We hereby issue a Notice of Exclusive Control pursuant to Section [X] of the Control Agreement.

We certify that [an Event of Default][a Specified Condition]¹ has occurred with respect to [the Pledgor] [due to the occurrence of an event under [Section [●]][Part [●]] of the [ISDA Master Agreement][Schedule]].² [In addition, we certify that such event constitutes an Indisputable Event.]³

We certify that, as a result of such [Event of Default][Specified Condition], an Early Termination Date under the ISDA Master Agreement has [occurred][been designated] with respect to all Transactions thereunder, and therefore we are entitled to exercise certain rights and remedies provided to us under the Control Agreement.

We hereby instruct you to transfer, in accordance with Section [X] of the Control Agreement, all of the Collateral in the Account pursuant to the transfer instructions indicated below.

¹ Parties will need to modify this form by choosing the bracketed language (or inserting other relevant language) that reflects the parties’ agreement as to the circumstances giving rise to a Secured Party’s right to deliver a Notice of Exclusive Control. If multiple circumstances may result in a Secured Party’s right to deliver a Notice of Exclusive Control, then the various options should be included (in brackets), with the following footnote: “These bracketed provisions are alternatives, and the Secured Party must include one of these alternatives and delete the others.”

² Parties may elect to require the notifying party to specify the event giving rise to the notice if they so choose.

³ This language should be included (with brackets) if the parties have incorporated the concept of an “Indisputable Event” in the Control Agreement (e.g., dispute rights, Release Time). If this bracketed language is included, the following footnote should be included: “This bracketed sentence is optional and should only be included if in fact an Indisputable Event has occurred. If an Indisputable Event has not occurred, this sentence should be deleted.”

1. Transfer Instructions:

[Specify Delivery Instructions]

[2. Evidence of Filing (if applicable)]⁴

If we have certified above that an Indisputable Event has occurred, then, as indicated below, documents satisfying at least one of the following categories are attached to this Notice of Exclusive Control as Evidence of Filing:

- ☐ Copies of relevant excerpts of publications (including any on-line publication) published by two of the following sources: Wall Street Journal, Bloomberg News, New York Times, Thomson Reuters, Dow Jones or the Financial Times Ltd. (or any successors thereto) reporting an Indisputable Event with respect to such entity.
- ☐ A copy of a petition or filing instituting any proceeding described in Section 5(a)(vii)(4) of the ISDA Master Agreement duly filed by or against such entity with an authorized judicial authority (or a comparable filing duly filed in the applicable jurisdiction if such jurisdiction is not in the United States of America).
- ☐ A copy of an order of a court of competent jurisdiction that has not been appealed or stayed that evidences that an Indisputable Event exists with respect to such entity.
- ☐ A copy of an official announcement of the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for such entity or for all or substantially all of its assets including any such announcement that is published on the website of any relevant governmental authority.
- ☐ Announcements (including any website announcements) published by such entity or its affiliates with respect to the occurrence of an Indisputable Event with respect to such entity.]

[As provided in the Control Agreement, this Notice of Exclusive Control shall be effective regardless of whether the specified Evidence of Filing is complete or attached, and the Securities Intermediary shall have no obligation to verify or review the attached Evidence of Filing.]⁵

[You are hereby instructed to forward this notice to the Pledgor promptly in accordance with the Control Agreement.]⁶

⁴ To be included only if the parties have incorporated the concept of an “Indisputable Event” in the Control Agreement and “Indisputable Event” is defined as “Bankruptcy Filing Evidence Event”.

⁵ Parties should ensure that this language is consistent with the provisions contained in the body of the Control Agreement if it is included here.

⁶ To be included only if the parties have incorporated a requirement in the Control Agreement for the Securities Intermediary to forward this Notice of Exclusive Control to the Pledgor. Please note that this requirement may not be appropriate where the parties are utilizing an automated notification system. Parties should not include a

Very truly yours,

[the Secured Party]

By: _____
Authorized Signatory

cc: [the Pledgor]

forwarding address unless they are certain that it will be correct at the time of notice and be consistent with the notice information that the custodian has on file.

Notice "B"

Applicable for parties having chosen the following options:

1. Calculation of IA Amount:	OPTION 1 (ONE STAGE PROCESS)
2. "IA Seizure Amount":	OPTION 2 (REQUIRED IA)

[Letterhead of Secured Party]

Date: _____

[SECURITIES INTERMEDIARY]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

Attention:

Re: Control Agreement

NOTICE OF EXCLUSIVE CONTROL

We refer to the [Account Control Agreement], dated as of [_____, 201_] (as amended and in effect from time to time, the “**Control Agreement**”), between [the Secured Party], [the Pledgor] (the “**Pledgor**”), and you, as [Securities Intermediary]. Unless otherwise provided herein, capitalized terms used in this notice have the meanings assigned to them in the Control Agreement or the ISDA Master Agreement (as defined in the Control Agreement), as applicable.

We hereby issue a Notice of Exclusive Control pursuant to Section [X] of the Control Agreement.

We certify that [an Event of Default][a Specified Condition]⁷ has occurred with respect to [the Pledgor] [due to the occurrence of an event under [Section [●]][Part [●]] of the [ISDA Master Agreement][Schedule]].⁸ [In addition, we certify that such event constitutes an Indisputable Event.]⁹

We certify that, as a result of such [Event of Default][Specified Condition], an Early Termination Date under the ISDA Master Agreement has occurred with respect to all Transactions thereunder, and therefore we are entitled to exercise certain rights and remedies provided to us under the Control Agreement.

We have determined the amounts of Required IA and Excess IA and specify such amounts below. We hereby instruct you to transfer, in accordance with Section [X] of the Control Agreement, Collateral in the Account with a value equal to the Required IA specified

⁷ Parties will need to modify this form by choosing the bracketed language (or inserting other relevant language) that reflects the parties’ agreement as to the circumstances giving rise to a Secured Party’s right to deliver a Notice of Exclusive Control. If multiple circumstances may result in a Secured Party’s right to deliver a Notice of Exclusive Control, then the various options should be included (in brackets), with the following footnote: “These bracketed provisions are alternatives, and the Secured Party must include one of these alternatives and delete the others.”

⁸ Parties may elect to require the notifying party to specify the event giving rise to the notice if they so choose.

⁹ This language should be included (with brackets) if the parties have incorporated the concept of an “Indisputable Event” in the Control Agreement (e.g., dispute rights, Release Time). If this bracketed language is included, the following footnote should be included: “This bracketed sentence is optional and should only be included if in fact an Indisputable Event has occurred. If an Indisputable Event has not occurred, this sentence should be deleted.”

below pursuant to the transfer instructions indicated below. Collateral in the Account with a value equal to the Excess IA specified below may be transferred to the Pledgor.

1. Required IA: _____

2. Excess IA: _____

3. Transfer Instructions for Required IA:

[Specify Delivery Instructions]

4. Evidence of Filing (if applicable)¹⁰

If we have certified above that an Indisputable Event has occurred, then, as indicated below, documents satisfying at least one of the following categories are attached to this Notice of Exclusive Control as Evidence of Filing:

☐ Copies of relevant excerpts of publications (including any on-line publication) published by two of the following sources: Wall Street Journal, Bloomberg News, New York Times, Thomson Reuters, Dow Jones or the Financial Times Ltd. (or any successors thereto) reporting an Indisputable Event with respect to such entity.

☐ A copy of a petition or filing instituting any proceeding described in Section 5(a)(vii)(4) of the ISDA Master Agreement duly filed by or against such entity with an authorized judicial authority (or a comparable filing duly filed in the applicable jurisdiction if such jurisdiction is not in the United States of America).

☐ A copy of an order of a court of competent jurisdiction that has not been appealed or stayed that evidences that an Indisputable Event exists with respect to such entity.

☐ A copy of an official announcement of the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for such entity or for all or substantially all of its assets including any such announcement that is published on the website of any relevant governmental authority.

☐ Announcements (including any website announcements) published by such entity or its affiliates with respect to the occurrence of an Indisputable Event with respect to such entity.]

¹⁰ To be included only if the parties have incorporated the concept of an “Indisputable Event” in the Control Agreement and “Indisputable Event” is defined as “Bankruptcy Filing Evidence Event”.

[As provided in the Control Agreement, this Notice of Exclusive Control shall be effective regardless of whether the specified Evidence of Filing is complete or attached, and the Securities Intermediary shall have no obligation to verify or review the attached Evidence of Filing.]¹¹

[You are hereby instructed to forward this notice to the Pledgor promptly in accordance with the Control Agreement.]¹²

Very truly yours,

[the Secured Party]

By: _____
Authorized Signatory

cc: [the Pledgor]

¹¹ Parties should ensure that this language is consistent with the provisions contained in the body of the Control Agreement if it is included here.

¹² To be included only if the parties have incorporated a requirement in the Control Agreement for the Securities Intermediary to forward this Notice of Exclusive Control to the Pledgor. Please note that this requirement may not be appropriate where the parties are utilizing an automated notification system. Parties should not include a forwarding address unless they are certain that it will be correct at the time of notice and be consistent with the notice information that the custodian has on file.

Notice "C1"

Applicable for parties having chosen the following options:

1. Calculation of IA Amount:	OPTION 2 (TWO STAGE PROCESS)
2. First Stage of Two Stage Process:	Specifying "Estimated Required IA"

[Letterhead of Secured Party]

Date: _____

[SECURITIES INTERMEDIARY]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

Attention:

Re: Control Agreement

NOTICE OF EXCLUSIVE CONTROL

We refer to the [Account Control Agreement], dated as of [_____, 201_] (as amended and in effect from time to time, the “**Control Agreement**”), between [the Secured Party], [the Pledgor] (the “**Pledgor**”), and you, as [Securities Intermediary]. Unless otherwise provided herein, capitalized terms used in this notice have the meanings assigned to them in the Control Agreement or the ISDA Master Agreement (as defined in the Control Agreement), as applicable.

We hereby issue a Notice of Exclusive Control pursuant to Section [X] of the Control Agreement.

We certify that [an Event of Default][a Specified Condition]¹³ has occurred with respect to [the Pledgor] [due to the occurrence of an event under [Section [●]][Part [●]] of the [ISDA Master Agreement][Schedule]].¹⁴ [In addition, we certify that such event constitutes an Indisputable Event.]¹⁵

We certify that, as a result of such [Event of Default][Specified Condition], an Early Termination Date under the ISDA Master Agreement has occurred with respect to all Transactions thereunder, and therefore we are entitled to exercise certain rights and remedies provided to us under the Control Agreement.

We hereby instruct you to transfer, in accordance with Section [X] of the Control Agreement, Collateral in the Account with a value equal to the Estimated Required IA specified below pursuant to the transfer instructions indicated below.

¹³ Parties will need to modify this form by choosing the bracketed language (or inserting other relevant language) that reflects the parties’ agreement as to the circumstances giving rise to a Secured Party’s right to deliver a Notice of Exclusive Control. If multiple circumstances may result in a Secured Party’s right to deliver a Notice of Exclusive Control, then the various options should be included (in brackets), with the following footnote: “These bracketed provisions are alternatives, and the Secured Party must include one of these alternatives and delete the others.”

¹⁴ Parties may elect to require the notifying party to specify the event giving rise to the notice if they so choose.

¹⁵ This language should be included (with brackets) if the parties have incorporated the concept of an “Indisputable Event” in the Control Agreement (e.g., dispute rights, Release Time). If this bracketed language is included, the following footnote should be included: “This bracketed sentence is optional and should only be included if in fact an Indisputable Event has occurred. If an Indisputable Event has not occurred, this sentence should be deleted.”

1. Estimated Required IA: _____

2. Transfer Instructions for Estimated Required IA:

[Specify Delivery Instructions]

[3. Evidence of Filing (if applicable)¹⁶

If we have certified above that an Indisputable Event has occurred, then, as indicated below, documents satisfying at least one of the following categories are attached to this Notice of Exclusive Control as Evidence of Filing:

- ☐ Copies of relevant excerpts of publications (including any on-line publication) published by two of the following sources: Wall Street Journal, Bloomberg News, New York Times, Thomson Reuters, Dow Jones or the Financial Times Ltd. (or any successors thereto) reporting an Indisputable Event with respect to such entity.
- ☐ A copy of a petition or filing instituting any proceeding described in Section 5(a)(vii)(4) of the ISDA Master Agreement duly filed by or against such entity with an authorized judicial authority (or a comparable filing duly filed in the applicable jurisdiction if such jurisdiction is not in the United States of America).
- ☐ A copy of an order of a court of competent jurisdiction that has not been appealed or stayed that evidences that an Indisputable Event exists with respect to such entity.
- ☐ A copy of an official announcement of the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for such entity or for all or substantially all of its assets including any such announcement that is published on the website of any relevant governmental authority.
- ☐ Announcements (including any website announcements) published by such entity or its affiliates with respect to the occurrence of an Indisputable Event with respect to such entity.]

¹⁶ To be included only if the parties have incorporated the concept of an “Indisputable Event” in the Control Agreement and “Indisputable Event” is defined as “Bankruptcy Filing Evidence Event”.

In accordance with the Control Agreement, we will deliver a subsequent notice specifying the remaining Required IA, if any, to be transferred to us in accordance with the terms of the Control Agreement and the Excess IA, if any, to be transferred to the Pledgor in accordance with the terms of the Control Agreement.

[As provided in the Control Agreement, this Notice of Exclusive Control shall be effective regardless of whether the specified Evidence of Filing is complete or attached, and the Securities Intermediary shall have no obligation to verify or review the attached Evidence of Filing.]¹⁷

[You are hereby instructed to forward this notice to the Pledgor promptly in accordance with the Control Agreement.]¹⁸

Very truly yours,

[the Secured Party]

By: _____
Authorized Signatory

cc: [the Pledgor]

¹⁷ Parties should ensure that this language is consistent with the provisions contained in the body of the Control Agreement if it is included here.

¹⁸ To be included only if the parties have incorporated a requirement in the Control Agreement for the Securities Intermediary to forward this Notice of Exclusive Control to the Pledgor. Please note that this requirement may not be appropriate where the parties are utilizing an automated notification system. Parties should not include a forwarding address unless they are certain that it will be correct at the time of notice and be consistent with the notice information that the custodian has on file.

Notice "C2"

Applicable for parties having chosen the following options:

1. Calculation of IA Amount:	OPTION 2 (TWO STAGE PROCESS)
2. Second Stage of Two Stage Process:	Specifying "Required IA" and "Excess IA"

[Letterhead of Secured Party]

Date: _____

[SECURITIES INTERMEDIARY]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

Attention:

Re: Notification of Excess IA

Ladies and Gentlemen:

We refer to (i) the [Account Control Agreement], dated as of [_____, 201_] (as amended and in effect from time to time, the “**Control Agreement**”), between [the Secured Party], [the Pledgor] (the “**Pledgor**”), and you, as [Securities Intermediary], and (ii) the Notice of Exclusive Control, dated as of [_____, 201_], transmitted by us to you (the “**Notice of Exclusive Control**”). Unless otherwise provided herein, capitalized terms used in this notice have the meanings assigned to them in the Control Agreement or the ISDA Master Agreement (as defined in the Control Agreement), as applicable.

You have transferred Estimated Required IA in the amount of [\$X] to us. We have determined the amount of remaining Required IA and Excess IA and specify such amounts below. In accordance with the Control Agreement, we instruct you to transfer Collateral in the Account with a value equal to the Required IA specified below pursuant to the transfer instructions indicated below. Collateral in the Account with a value equal to the Excess IA specified below may be transferred to the Pledgor.

1. Required IA: _____

2. Excess IA: _____

3. Transfer Instructions for Required IA:

[Specify Delivery Instructions]

[You are hereby instructed to forward this notice to the Pledgor promptly in accordance with the Control Agreement.]¹⁹

¹⁹ To be included only if the parties have incorporated a requirement in the Control Agreement for the Securities Intermediary to forward this Notice of Exclusive Control to the Pledgor. Please note that this requirement may not be appropriate where the parties are utilizing an automated notification system. Parties should not include a forwarding address unless they are certain that it will be correct at the time of notice and be consistent with the notice information that the custodian has on file.

Very truly yours,

[the Secured Party]

By: _____
Authorized Signatory

cc: [the Pledgor]