

August 2010 Additional Provisions for Consent to, and Confirmation of,
Transfer by Novation of OTC Derivative Transactions
(published on August 25, 2010)¹

1. General

- (a) ***Transfer of OTC Derivative Transactions under each Master Agreement.*** Each of the forms of Master Agreement includes a provision that, subject to certain limited exceptions, neither the Master Agreement nor any interest or obligation in or under the Master Agreement (including any OTC Derivative Transaction) may be transferred by either party without the prior written consent of the other party. Each Master Agreement explicitly provides that any purported transfer not in compliance with the prior written consent requirement will be void. Consent to transfer may, unless the parties have otherwise agreed, be withheld for any or no reason. Relevant factors in a party's decision whether or not to consent to a transfer may include, but are not limited to, funding costs, credit exposure concerns, credit valuation charges, collateral, netting, tax, operational, accounting, relationship and other considerations relating to either the Transferor or the Transferee.
- (b) ***Disapplication of the Novation Protocol.*** By agreeing to be bound by these Additional Provisions for Novations, each User expressly agrees and acknowledges, including for purposes of Section 5(c) of the Novation Protocol, that the Novation Protocol will not apply to any proposed transfer by novation of an Identified Transaction in connection with which the Transferor has submitted a Novation Consent Request via a Common Novation Consent Platform prior to the Novation Trade Date Cut-off Time and instead these Additional Provisions for Novations will apply to any such proposed transfer by novation of such Identified Transaction. In addition, any OTC Derivative Transaction that is deemed to have been entered into between the Transferor and the Transferee with respect to an Identified Transaction prior to the Novation Trade Date Cut-off Time by operation of Section 2(e)(ii)(B) of Annex 1 to the Novation Protocol due to the fact that 6:00 p.m. in the location of the Transferee on the Novation Trade Date occurs prior to the Novation Trade Date Cut-off Time will be deemed not to have been entered into between the Transferor and Transferee if the Transferor has submitted an Initial Novation Consent Request with respect to such Identified Transaction via a Common Novation Consent Platform prior to the Novation Trade Date Cut-off Time. For the avoidance of doubt, the Novation Protocol will continue to apply with respect to any other Covered Transaction (as such term is defined in the Novation Protocol).

2. Definitions.

¹ These "August 2010 Additional Provisions for Consent to, and Confirmation of, Transfer by Novation of OTC Derivative Transactions (published on August 25, 2010)" ("***Additional Provisions for Novations***") may be incorporated into the Operating Procedures for a Novation Consent Platform by wording indicating that the Additional Provisions for Novations are so incorporated by reference therein.

- (a) "**Business Day**" means any day on which commercial banks and foreign exchange markets are generally open to settle payments in London and New York City.
- (b) "**Common Novation Consent Platform**" means a Novation Consent Platform for which each of the Transferor, the Transferee and the Remaining Party identified with respect to a proposed transfer by novation of an Identified Transaction are Users.
- (c) "**External Transferee Mirror Transaction Response**" means a response from the Transferee (i) to a Submitted Novation Consent Request that is Open but not Live, (ii) that is submitted at or after the Novation Trade Date Cut-off Time, (iii) that is submitted either (A) via the Selected Novation Consent Platform or (B) outside of the Selected Novation Consent Platform (I) in any manner set forth in Section 12(a) of the Master Agreement between the Transferor and the Transferee or any other provision for delivery of notices in the schedule thereto (in which case the External Transferee Mirror Transaction Response will be effective in accordance with Section 12(a) of such Master Agreement or any other provision for effectiveness of notices in the schedule thereto, as applicable) or (II) via email to the address for the Transferee posted on ISDA's website at www.isda.org/isdanovationprotII/novprotcontact.html or any successor website thereto (in which case the External Transferee Mirror Transaction Response will be effective at the time such External Transferee Mirror Transaction Response is delivered to the Transferor) and (iv) that indicates that the Transferee wishes to effect the entry into of a Mirror Transaction. Any submission that purports to be an External Transferee Mirror Transaction Response (but for satisfying the requirement under Section 2(c)(ii)) that is submitted prior to the Novation Trade Date Cut-off Time will be void and deemed not to have been submitted.
- (d) "**Identified Transaction**" means an OTC Derivative Transaction between a Transferor and a Remaining Party that a Transferor and a Transferee have agreed to transfer by novation (whether orally or otherwise).
- (e) "**Implementation Date**" means the date as of which a User is bound by the terms of these Additional Provisions for Novations by means of the Operating Procedures applicable to the relevant Novation Consent Platform.
- (f) "**Initial Novation Consent Request**" means, with respect to any NCR Transaction, the initial Novation Consent Request submitted by the Transferor with respect to such NCR Transaction via a Common Novation Consent Platform.
- (g) "**ISDA**" means the International Swaps and Derivatives Association, Inc.
- (h) "**Live**" means, at any time, with respect to a Submitted Novation Consent Request, that the Selected Novation Consent Platform through which such Submitted Novation Consent Request has been submitted will permit, at the relevant time, (i) the Remaining Party to submit a Remaining Party Consent Response or a Remaining Party Refusal Response and (ii) the Transferee to submit a Transferee

Affirmation Response, a Transferee Reject Response or a Transferee Mirror Transaction Response.

- (i) "**Master Agreement**" means each of the forms of Master Agreement published by ISDA.
- (j) "**Mirror Trade Time**" means, with respect to a Mirror Transaction that is deemed to have been entered into as a result of any of the events described in Section 3(e)(iii)(A) through (G) (inclusive), the time at which the relevant event occurs (and, if more than one of the events described in Section 3(e)(iii)(A) through (G) (inclusive) occurs, the time at which the first in time of any such event occurs).
- (k) "**Mirror Transaction**" means, with respect to an Identified Transaction, an OTC Derivative Transaction that is identical to the Identified Transaction but in which Transferor is in the position taken by the Remaining Party in such Identified Transaction and the Transferee is in the position taken by the Transferor in such Identified Transaction. All other terms and conditions of the Identified Transaction will be replicated in the Mirror Transaction such that the Transferor's economic position under the Identified Transaction will be offset by its economic position under the Mirror Transaction.
- (l) "**NCR Transaction**" means an OTC Derivative Transaction that a Transferor has specified in a Novation Consent Request that has been submitted via a Common Novation Consent Platform.
- (m) "**Novation Consent Platform**" means an electronic communications system or series of related electronic communications systems, in either case, operated by the same entity, affiliated entities or entities that have contractually agreed that their respective electronic communications systems will operate together (i) through which the Transferor, the Transferee and the Remaining Party with respect to a proposed transfer by novation of an OTC Derivative Transaction may each perform some or all of the following actions, depending upon their role in such proposed transfer by novation (A) request, grant, or refuse, as applicable, consent with respect to such proposed transfer by novation, (B) affirm details of such proposed transfer by novation, (C) reverse, subject to certain time limitations and other conditions, any action taken under Section 2(m)(i)(A) or (B) and/or (D) procure the deemed entering into of a Mirror Transaction and (ii) the Operating Procedures for which incorporate these Additional Provisions for Novations.
- (n) "**Novation Consent Request**" means a request for consent to transfer an OTC Derivative Transaction by novation submitted by a Transferor via a Common Novation Consent Platform.
- (o) "**Novation Consent Service Provider**" means any entity that has established a Novation Consent Platform.
- (p) "**Novation Consent Cut-off Time**" means 5:00 p.m. (New York time) on the first Business Day immediately following the Novation Trade Date.

- (q) "**Novation Protocol**" means (i) to the extent that each of the Transferor, the Transferee and the Remaining Party is an adherent to the 2005 Novation Protocol published by ISDA (the "**2005 Novation Protocol**"), the 2005 Novation Protocol, (ii) to the extent that each of the Transferor, the Transferee and the Remaining Party is an adherent to the ISDA Novation Protocol II published by ISDA (the "**Novation Protocol II**"), the Novation Protocol II and (iii) to the extent that each of the Transferor, the Transferee and the Remaining Party is an adherent to both the 2005 Novation Protocol and the Novation Protocol II, the Novation Protocol II.
- (r) "**Novation Trade Date**" means, with respect to a proposed transfer by novation of an OTC Derivative Transaction, the date in the location of the Transferor on which the terms of such transfer by novation are agreed to (whether orally or otherwise) by the Transferor and the Transferee.
- (s) "**Novation Trade Date Cut-off Time**" means 6:00 p.m. (New York time) on the Novation Trade Date.
- (t) "**Open**" means, at any time, with respect to (i) a Submitted Novation Consent Request, that such Submitted Novation Consent Request has not, at or prior to the relevant time, been (A) withdrawn via the Selected Novation Consent Platform by the Transferor or (B) the subject of a Transferee Reject Response or (ii) a Remaining Party Consent Response or a Transferee Affirmation Response, as applicable, that such Remaining Party Consent Response or Transferee Affirmation Response, as applicable, has not, at or prior to the relevant time, been withdrawn via the Selected Novation Consent Platform by the Remaining Party or Transferee, as applicable.
- (u) "**Operating Procedures**" means the user guidelines, operating procedures or similar provisions that govern the use of a Novation Consent Platform.
- (v) "**OTC Derivative Transaction**" means any "Transaction", as such term is defined in each Master Agreement.
- (w) "**Pended Novation Consent Cut-off Time**" means 4:00 p.m. (New York time) on the first Business Day immediately following the Novation Trade Date.
- (x) "**Remaining Party**" means, with respect to an Identified Transaction, the entity identified as such with respect to the proposed transfer by novation of such Identified Transaction.
- (y) "**Remaining Party Consent Response**" means a response from the Remaining Party (i) to a Submitted Novation Consent Request, (ii) that is submitted via the Selected Novation Consent Platform and (iii) that indicates that the Remaining Party consents to the proposed transfer by novation of the NCR Transaction specified in such Submitted Novation Consent Request.

- (z) "**Remaining Party Refusal Response**" means an irrevocable response from the Remaining Party (i) to a Submitted Novation Consent Request, (ii) that is submitted via the Selected Novation Consent Platform and (iii) that indicates that the Remaining Party refuses to consent to the proposed transfer by novation of the NCR Transaction specified in such Submitted Novation Consent Request.
- (aa) "**Resubmitted Novation Consent Request**" means, with respect to any NCR Transaction with respect to which neither the Initial Novation Consent Request nor any prior Resubmitted Novation Consent Request is Open, a subsequent Novation Consent Request that is submitted by the Transferor with respect to such NCR Transaction via the Selected Novation Consent Platform.
- (bb) "**Selected Novation Consent Platform**" means, with respect to an NCR Transaction, the Common Novation Consent Platform selected by the Transferor through which the Transferor submits the Initial Novation Consent Request with respect to such NCR Transaction.
- (cc) "**Submitted Novation Consent Request**" means an Initial Novation Consent Request or a Resubmitted Novation Consent Request.
- (dd) "**Transferee**" means, with respect to an Identified Transaction, the entity identified as such with respect to the proposed transfer by novation of such Identified Transaction.
- (ee) "**Transferee Affirmation Response**" means a response from the Transferee (i) to a Submitted Novation Consent Request, (ii) that is submitted via the Selected Novation Consent Platform and (iii) that indicates that the Transferee affirms the proposed transfer by novation of the NCR Transaction specified in such Submitted Novation Consent Request.
- (ff) "**Transferee Reject Response**" means an irrevocable response from the Transferee (i) to a Submitted Novation Consent Request, (ii) that is submitted via the Selected Novation Consent Platform and (iii) that indicates that the Transferee refuses to consent to the proposed transfer by novation of the NCR Transaction specified in such Submitted Novation Consent Request.
- (gg) "**Transferee Mirror Transaction Response**" means a response from the Transferee (i) to a Submitted Novation Consent Request, (ii) that is submitted via the Selected Novation Consent Platform (A) at or after the Novation Trade Date Cut-off Time and (B) at a time when no Remaining Party Consent Response is Open and (iii) that indicates that the Transferee wishes to effect the entry into of a Mirror Transaction. Any submission that purports to be a Transferee Mirror Transaction Response (but for satisfying the requirement under Section 2(gg)(ii)(A)) that is submitted prior to the Novation Trade Date Cut-off Time will be deemed to have been submitted by the Transferee at the Novation Trade Date Cut-off Time. Any submission that purports to be a Transferee Mirror Transaction Response (but for satisfying the requirement under Section

2(gg)(ii)(B)) that is submitted, or deemed submitted, at a time when a Remaining Party Consent Response is Open will be deemed to be a Transferee Affirmation Response.

- (hh) "**Transferor**" means, with respect to an Identified Transaction, the entity identified as such with respect to the proposed transfer by novation of such Identified Transaction.
- (ii) "**User**" means a party that has entered into a user agreement, participant agreement or similar agreement with a Novation Consent Service Provider pursuant to which such party agrees to be bound by such Novation Consent Service Provider's Operating Procedures.

3. ***Process of Obtaining Consent***

- (a) ***Agreement to Operating Procedures.*** Notwithstanding Section 7 or Section 9(b) of the Master Agreement between any two Users or anything else to the contrary in either the Master Agreement between any two Users (or the schedule thereto) or any other agreement between any two Users, but without prejudice to the right of any User to agree after the Implementation Date with any other User that these Additional Provisions for Novations will not apply with respect to any OTC Derivative Transaction (in which case, the Transferor will not submit a Novation Consent Request via a Common Novation Consent Platform with respect to such OTC Derivative Transaction), each User agrees that, from and after the Implementation Date, the transfer by novation of any interest or obligation in or under an OTC Derivative Transaction for which a Novation Consent Request is submitted via a Common Novation Consent Platform will be accomplished in accordance with the terms of these Additional Provisions for Novations. Each User agrees that, when it is in the position of the Transferor, the Transferee or the Remaining Party, as applicable, in a proposed transfer by novation of an Identified Transaction, it will carry out the responsibilities related to its respective role as set out in these Additional Provisions for Novations.
- (b) ***Obligations of Transferor.*** The Transferor agrees that it will:
 - (i) seek the Remaining Party's consent to, and the Transferee's affirmation of the details of, such proposed transfer by novation of such Identified Transaction by submitting an Initial Novation Consent Request via a Common Novation Consent Platform no later than 6:00 p.m. (New York time) on the Novation Trade Date; and
 - (ii) in any Submitted Novation Consent Request, identify both the Remaining Party and the Transferee and provide detail sufficient to permit the Remaining Party and the Transferee to identify the relevant Identified Transaction, including, at a minimum, the information set forth in the relevant Operating Procedures and any other trade details that the Selected

Novation Consent Platform otherwise advises its Users are necessary for trade processing.

- (c) ***Obligations of Remaining Party.*** The Remaining Party will respond promptly to any Submitted Novation Consent Request that is submitted in connection with such Identified Transaction and that is both Live and Open by means of (i) a Remaining Party Consent Response or (ii) a Remaining Party Refusal Response.
- (d) ***Obligations of Transferee.*** The Transferee agrees that it will respond promptly to any Submitted Novation Consent Request that is submitted in connection with such Identified Transaction and that is both Live and Open by means of (i) a Transferee Reject Response, (ii) a Transferee Affirmation Response or (iii) a Transferee Mirror Transaction Response; provided however that the Transferee agrees that it will only submit a Transferee Reject Response if it is of the opinion, acting in good faith and in a commercially reasonable manner, that the NCR Transaction specified in such Submitted Novation Consent Request is not the Identified Transaction in connection with which such Submitted Novation Consent Request was submitted.
- (e) ***Effect of Failure or Delay in Obtaining Response to Transferor's Novation Consent Request.***
 - (i) The Transferor and the Transferee agree that they are legally bound by the terms of a proposed transfer by novation of an Identified Transaction from the moment they agree to such terms (whether orally or otherwise). Notwithstanding the preceding sentence, a legally binding transfer by novation of a NCR Transaction will not have been effected among the Transferor, the Transferee and the Remaining Party unless and until each condition set out in Section 3(e)(i)(A) through (D) (inclusive) is satisfied with respect to such NCR Transaction:
 - (A) a Remaining Party Consent Response and a Transferee Affirmation Response are both submitted at or prior to the Novation Consent Cut-off Time;
 - (B) a Submitted Novation Consent Request is Open at the time at which both the Remaining Party Consent Response and the Transferee Affirmation Response are submitted;
 - (C) the Submitted Novation Consent Request that is Open at the time at which the Remaining Party Consent Response is submitted is the same as the Submitted Novation Consent Request that is Open at the time at which the Transferee Affirmation Response is submitted; and
 - (D) either:

- (I) if the Remaining Party Consent Response is submitted prior to the Transferee Affirmation Response, the Remaining Party Consent Response is Open at the time the Transferee Affirmation Response is submitted; or
- (II) if the Transferee Affirmation Response is submitted prior to the Remaining Party Consent Response, the Transferee Affirmation Response is Open at the time the Remaining Party Consent Response is submitted.

If each condition set out in Section 3(e)(i)(A) through (D) (inclusive) is satisfied with respect to a NCR Transaction, the Transferor, the Transferee and the Remaining Party will be legally bound by the transfer by novation of such NCR Transaction at the later of the time of submission of the Remaining Party Consent Response and the time of submission of the Transferee Affirmation Response. The Transferor, the Transferee and the Remaining Party will be deemed to have entered into a legally binding transfer by novation of such NCR Transaction with effect from the Novation Trade Date.

- (ii) If any condition set out in Section 3(e)(i)(A) through (D) (inclusive) is not satisfied with respect to a NCR Transaction at the Mirror Trade Time:
 - (A) the Transferor, the Transferee and the Remaining Party will not have entered into a legally binding transfer by novation of such NCR Transaction in accordance with the terms of these Additional Provisions for Novations, the relevant Novation Consent Request will be deemed not to have been submitted by the Transferor via the Selected Novation Consent Platform and the provisions of Section 3(e)(iii) below will apply instead in respect of the agreement with respect to the Identified Transaction by which the Transferor and the Transferee are legally bound pursuant to the first sentence of Section 3(e)(i) above; and
 - (B) any purported transfer by novation of such NCR Transaction (that is not otherwise in compliance with Section 7 of the Master Agreement between the Transferor and the Transferee or any other transfer provision in the schedule thereto or any other agreement between the Transferor, the Transferee and the Remaining Party entered into after the Implementation Date with respect to such OTC Derivative Transaction) will be void.
- (iii) If any event set out in Section 3(e)(iii)(A) through (G) (inclusive) occurs with respect to a Submitted Novation Consent Request, the Transferor and the Transferee will be deemed to have entered into a Mirror Transaction at the Mirror Trade Time, with effect from the Novation Trade Date:

- (A) either (I) as at the Novation Trade Date Cut-off Time or (II) at any time during the period from but excluding the Novation Trade Date Cut-off Time to and including the Novation Consent Cut-off Time, the most recent Submitted Novation Consent Request has ceased or ceases, as applicable, to be Open;
- (B) as at the Pended Novation Consent Cut-off Time, the most recent Submitted Novation Consent Request is Open but is not Live and no External Transferee Mirror Transaction Response has been submitted by the Transferee to the Transferor that is effective (in accordance with Section 2(c)) prior to the Pended Novation Consent Cut-off Time;
- (C) at any time during the period from and including the Novation Trade Date Cut-off Time to but excluding the Pended Novation Consent Cut-off Time, an External Transferee Mirror Transaction Response is submitted by the Transferee to the Transferor and is effective (in accordance with Section 2(c)) at a time when the most recent Submitted Novation Consent Request is Open but is not Live;
- (D) as at the Novation Consent Cut-off Time, neither a Remaining Party Consent Response nor a Remaining Party Refusal Response has been submitted, or, if a Remaining Party Consent Response has been submitted prior to the Novation Consent Cut-off Time such Remaining Party Consent Response is no longer Open at either the time, if any, when the Transferee submits its final Transferee Affirmation Response or the Novation Consent Cut-off Time;
- (E) at any time prior to the Novation Consent Cut-off Time, a Remaining Party Refusal Response is submitted at a time when the most recent Submitted Novation Consent Request is Open;
- (F) as at the Novation Consent Cut-off Time, neither a Transferee Affirmation Response nor a Transferee Mirror Transaction Response has been submitted, or, if a Transferee Affirmation Response has been submitted prior to the Novation Consent Cut-off Time such Transferee Affirmation Response is no longer Open at either the time, if any, when the Remaining Party submits its final Remaining Party Consent Response or the Novation Consent Cut-off Time; or
- (G) at any time during the period from and including the Novation Trade Date Cut-off Time to and including the Novation Consent Cut-off Time, a Transferee Mirror Transaction Response is submitted, or deemed submitted at a time when the most recent Submitted Novation Consent Request is Open.

The Mirror Transaction will be governed by the Master Agreement between the Transferor and the Transferee, and a confirmation of such Mirror Transaction will be entered into by Transferor and Transferee, as contemplated by Section 9(e)(ii) of the relevant Master Agreement or other provision for confirming an OTC Derivative Transaction in the schedule thereto. Any obligation that the Transferor or the Transferee may have to make a payment to the other in connection with the proposed transfer by novation of the Identified Transaction will not be affected by the provisions of this Section 3(e)(iii), and such payment will be made in connection with the Mirror Transaction at such time and in such amount as originally agreed by the Transferor and the Transferee.

- (iv) If a Transferee Reject Response is submitted with respect to a Submitted Novation Consent Request that is Open, such Submitted Novation Consent Request will be deemed not to be Open as soon as such Transferee Reject Response is submitted and the Transferor agrees that, if necessary, it will promptly withdraw such Submitted Novation Consent Request from the Selected Novation Consent Platform. The Transferor and the Transferee will attempt, acting in a commercially reasonable manner and prior to the Novation Trade Date Cut-off Time, to reach agreement as to the content of any subsequent Novation Consent Request that is to be submitted with respect to the relevant Identified Transaction. The Transferor will submit a Resubmitted Novation Consent Request as soon as reasonably practicable after any such agreement is reached and prior to the Novation Trade Date Cut-off Time via the Selected Novation Consent Platform.
- (f) ***Ability to withdraw a submission.*** A Submitted Novation Consent Request, a Transferee Affirmation Response and a Remaining Party Consent Response may be withdrawn from a Selected Novation Consent Platform, provided that the conditions set out below are satisfied. Any withdrawal of a submission will have the relevant effect provided below:
 - (i) The Transferor may withdraw a Submitted Novation Consent Request from a Selected Novation Consent Platform at any time prior to each of the Transferor, the Transferee and the Remaining Party being legally bound by the transfer by novation of the relevant NCR Transaction pursuant to Section 3(e)(i). The effect of the withdrawal of a Submitted Novation Consent Request by the Transferor is that:
 - (A) such Submitted Novation Consent Request will not be Open, and any Transferee Affirmation Response or Remaining Party Consent Response that is Open at the time such Submitted Novation Consent Request is withdrawn will be cancelled and deemed not to have been submitted; and
 - (B) for the avoidance of doubt, for the purposes of the application of these Additional Provisions for Novations, as provided for in

Section 1(b), such withdrawal will not result in any Submitted Novation Consent Request being deemed not to have been submitted.

- (ii) The Transferee or the Remaining Party may withdraw its Transferee Affirmation Response or its Remaining Party Consent Response, respectively, from the Selected Novation Consent Platform at any time prior to each of the Transferor, the Transferee and the Remaining Party being legally bound by the transfer by novation of the relevant NCR Transaction pursuant to Section 3(e)(i). The effect of the withdrawal of a Transferee Affirmation Response by the Transferee or a Remaining Party Consent Response by the Remaining Party is that such Transferee Affirmation Response or Remaining Party Consent Response, as applicable, will be cancelled and will be deemed not to have been submitted.

- (g) ***Agreement to Enter into Confirmation of Transfer by Novation.*** Each User agrees that a confirmation documenting the transfer by novation of the relevant NCR Transaction by which each of the Transferor, the Transferee and the Remaining Party are legally bound pursuant to Section 3(e)(i) will, to the extent such transfer by novation is not confirmed automatically via the Selected Novation Consent Platform, be entered into by the Transferor, the Transferee and the Remaining Party in accordance with such prior agreements as may exist between the Transferor, the Transferee and the Remaining Party or such regulatory undertakings as may have been given by the Transferor, the Transferee and/or the Remaining Party, and in the absence thereof, as soon as practicable after the Transferor, the Transferee and the Remaining Party are legally bound by such transfer by novation. Such confirmation may be executed and delivered in counterparts (including by facsimile transmission) or may be created by an exchange of telexes, by an exchange of electronic messages or communications on an electronic messaging or communications system or by an exchange of e-mails, which in each case will be sufficient for all purposes to evidence such transfer by novation. The parties will specify therein, or through another effective means, that any such counterpart, telex, electronic message or communication or e-mail constitutes confirmation of such transfer by novation. Failure by the parties to execute a confirmation of such transfer by novation will not affect the validity of such transfer by novation.

4. *Failure to Comply.*

Failure by any User to comply with the agreements and obligations set forth in these Additional Provisions for Novations will not constitute an Event of Default or Potential Event of Default under Section 5(a)(ii) of the Master Agreement between any two Users.