

Supplementary Exhibit NY-SUPP 4 NEW 4

This Supplementary Exhibit to the ISDA 2016 Variation Margin Protocol is applicable if the Agreed Method is New CSA Method and the CSA Type is NY CSA.



International Swaps and Derivatives Association, Inc.

AMENDMENT

to

CREDIT SUPPORT ANNEX

The parties have entered into a New CSA (the “**Annex**”), which forms part of, and is subject to, a Protocol Covered Agreement or Protocol Master Agreement and is part of its Schedule pursuant to the terms of the ISDA 2016 Variation Margin Protocol, as published on August 16, 2016 by the International Swaps and Derivatives Association, Inc. (the “**ISDA 2016 Variation Margin Protocol**”). The parties have now agreed to amend and supplement the Annex by the terms of this amendment (this “**Supplemental Amendment**”). Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the ISDA 2016 Variation Margin Protocol.

Accordingly, in consideration of the mutual agreements contained in this Supplemental Amendment, the parties agree as follows:

1. Amendment of Paragraph 3. Paragraph 3 of the Annex is deleted in its entirety and replaced with the following:

(a) **Gross Delivery and Return Amounts.** The following will apply to the Gross Collection Party as Secured Party and the other party as Pledgor. If both parties are Gross Collection Parties, then this Paragraph 3(a) will apply separately to each party as Secured Party and the other party as Pledgor.

Subject to Paragraphs 4 and 5, upon a demand made by the Secured Party on or promptly following a Valuation Date, if the Gross Delivery Amount (VM) for that Valuation Date equals or exceeds the Pledgor’s Gross Minimum Transfer Amount, then the Pledgor will Transfer to the Secured Party Eligible Credit Support (VM) having a Value as of the date of Transfer at least equal to the applicable Gross Delivery Amount (VM) (rounded pursuant to Paragraph 13). Unless otherwise specified in Paragraph 13, the “**Gross Delivery Amount (VM)**” applicable to the Pledgor for any Valuation Date will equal the amount by which:

(i) the Secured Party’s Gross Exposure
exceeds

(ii) the Value as of that Valuation Date of all Posted Credit Support (VM) held by the Secured Party.

Subject to Paragraphs 4 and 5, upon a demand made by the Pledgor on or promptly following a Valuation Date, if the Gross Return Amount (VM) for that Valuation Date equals or exceeds the Secured Party’s Gross Minimum Transfer Amount, then the Secured Party will Transfer to the Pledgor Posted Credit Support (VM) specified by the Pledgor in that demand having a Value as of the date of Transfer as close as practicable to the applicable Gross Return Amount (VM) (rounded pursuant to Paragraph 13). Unless otherwise specified in Paragraph 13, the “**Gross Return Amount (VM)**” applicable to the Secured Party for any Valuation Date will equal the amount by which:

(i) the Value as of that Valuation Date of all Posted Credit Support (VM) held by the Secured Party
exceeds

(ii) the Secured Party’s Gross Exposure.

(b) **Net Delivery and Return Amounts.** If one of the parties is a Net Collection Party, the following will apply to the Net Collection Party as Secured Party and the other party as Pledgor. If neither party is a Net Collection Party, this Paragraph 3(b) will not apply.

Subject to Paragraphs 4 and 5, upon a demand made by the Secured Party on or promptly following a Valuation Date, if the Net Delivery Amount (VM) for that Valuation Date equals or exceeds the Pledgor’s Net Minimum Transfer Amount, then the Pledgor will Transfer to the Secured Party Eligible Credit Support (VM) having a Value as of the date of Transfer at

least equal to the applicable Net Delivery Amount (VM) (rounded pursuant to Paragraph 13). Unless otherwise specified in Paragraph 13, the “**Net Delivery Amount (VM)**” applicable to the Pledgor for any Valuation Date will equal the amount by which:

(i) the Secured Party’s Net Exposure

exceeds

(ii) the Value as of that Valuation Date of all Posted Credit Support (VM) held by the Secured Party.

Subject to Paragraphs 4 and 5, upon a demand made by the Pledgor on or promptly following a Valuation Date, if the Net Return Amount (VM) for that Valuation Date equals or exceeds the Secured Party’s Net Minimum Transfer Amount, then the Secured Party will Transfer to the Pledgor Posted Credit Support (VM) specified by the Pledgor in that demand having a Value as of the date of Transfer as close as practicable to the applicable Net Return Amount (VM) (rounded pursuant to Paragraph 13). Unless otherwise specified in Paragraph 13, the “**Net Return Amount (VM)**” applicable to the Secured Party for any Valuation Date will equal the amount by which:

(i) the Value as of that Valuation Date of all Posted Credit Support (VM) held by the Secured Party

exceeds

(ii) the Secured Party’s Net Exposure.

2. Amendments of Paragraph 8.

- (a) Paragraphs 8(a)(iii) and 8(a)(iv) of the Annex are amended by inserting the words “or under this Annex” immediately following the words “under any Other CSA (other than any Other CSA Excluded Credit Support)” each time they appear.
- (b) Paragraph 8(b)(iv)(B) of the Annex is amended by inserting the words “or this Annex” immediately following the words “any Other CSA”.

3. Definitions.

- (a) The following definitions are added to Paragraph 12 in alphabetical order:

“**Gross Collection Party**” means each party which selected “Collect Gross VM” in its Matched Supplemental Questionnaire for Non-Netting Counterparties.

“**Gross Delivery Amount (VM)**” has the meaning specified in Paragraph 3(a).

“**Gross Exposure**” has the meaning provided for the definition of “Exposure” in Paragraph 12 of this Annex (without regard to the amendments to such definition made by the terms of this Supplemental Amendment), amended by the addition of the following at the end of sub-paragraph (i) thereof:

“; and *provided further* that for the purposes of the foregoing, each Covered Transaction that, as evaluated on an individual basis, would result in an amount payable by the Gross Collection Party will have a Market Quotation of zero and Unpaid Amounts owing by the Gross Collection Party will be disregarded; and”

and further amended by the addition of the following at the end of sub-paragraph (ii) thereof:

“, and *provided further* that for the purposes of the foregoing, each Covered Transaction that, as evaluated on an individual basis, would result in an amount payable by the Gross Collection Party, will have a Close-out Amount value of zero and Unpaid Amounts owing by the Gross Collection Party will be disregarded.”

“**Gross Minimum Transfer Amount**” means, with respect to each party:

(i) if both parties are Gross Collection Parties or one party is a Gross Collection Party and the other party is a Net Collection Party, 50% of such party’s Minimum Transfer Amount;

(ii) if one party is a Gross Collection Party and the other party is neither a Gross Collection Party nor a Net Collection Party, such party’s Minimum Transfer Amount.

“**Gross Return Amount (VM)**” has the meaning specified in Paragraph 3(a).

A party’s “**Matched Supplemental Questionnaire for Non-Netting Counterparties**” is the “Matched Supplemental Questionnaire” of such party with respect to the other party for purposes of the ISDA 2016 Variation Margin Protocol Supplemental Rules Exhibit for Non-Netting Counterparties.

“**Net Collection Party**” means:

(i) the party which selected “Collect Net VM” in its Matched Supplemental Questionnaire for Non-Netting Counterparties, if any;

(ii) if (x) neither party selected “Collect Net VM” in its Matched Supplemental Questionnaire for Non-Netting Counterparties, (y) only one party is a Gross Collection Party, and (z) the parties’ Designated Regime Combination includes any of CFTC Rules, OSFI Rules or PR Rules, the party that is not the Gross Collection Party.

If neither clause (i) nor clause (ii) above is applicable, neither party is a Net Collection Party.

“**Net Delivery Amount (VM)**” has the meaning specified in Paragraph 3(b).

“**Net Exposure**” has the meaning provided for the definition of “Exposure” in Paragraph 12 of this Annex (without regard to the amendments to such definition made by the terms of this Supplemental Amendment).

“**Net Minimum Transfer Amount**” means, with respect to either party, 50% of such party’s Minimum Transfer Amount.

“**Net Return Amount (VM)**” has the meaning specified in Paragraph 3(b).

(b) The definitions of “Exposure”, “Delivery Amount (VM)” and “Return Amount (VM)” in Paragraph 12 are deleted and replaced with the following:

“**Delivery Amount (VM)**” means Gross Delivery Amount (VM) and/or Net Delivery Amount (VM), as applicable.

“**Exposure**” means Gross Exposure and/or Net Exposure as applicable.

“**Return Amount (VM)**” means Gross Return Amount (VM) and/or Net Return Amount (VM),

as applicable.

4. ***Intra-Annex Credit Support Offsets.*** The following is added to Paragraph 13(j) at the end thereof.

If the parties specify in Paragraph 13 that “***Intra-Annex Credit Support Offsets***” provisions will apply, and on any date:

(A) a transfer of Eligible Credit Support (VM) is due to be made by each party to the other under this Annex to satisfy a Delivery Amount (VM) or a Return Amount (VM) obligation;

(B) the parties have notified each other of the Eligible Credit Support (VM) that they intend to transfer to satisfy their respective obligations; and

(C) in respect of the preceding sub-Paragraph, each party intends to transfer one or more Fungible Credit Support Types,

then, on such date and in respect of each such Fungible Credit Support Type, each party’s obligation to make a transfer of any such Fungible Credit Support Type hereunder will be automatically satisfied and discharged and, if the aggregate amount that would have otherwise been transferred by one party exceeds the aggregate amount that would have otherwise been transferred by the other party, replaced by an obligation upon the party by whom the larger aggregate amount would have been transferred to transfer to the other party the excess of the larger aggregate amount over the smaller aggregate amount. If a party’s obligation to make a transfer of Eligible Credit Support (VM), as applicable, is automatically satisfied and discharged pursuant to this Paragraph 13(j), then for purposes of this Annex the other party will be deemed to have received Eligible Credit Support (VM) of the applicable Fungible Credit Support Type in the amount that would otherwise have been required to be transferred, in each case on the day on which the relevant transfer was due.

5. ***Cash Transfer Addendum to Paragraph 13.*** If each party has elected to apply the Cash Transfer Addendum in its Matched Questionnaire or the governing law of the Agreement (as defined in the Annex) is the law of any province of Canada, the following amendments also apply:

(a) Paragraph 13(q)(ii) of the Annex is amended by inserting the words “or under this Annex” immediately following the words “under any other CSA (other than any Other CSA Excluded Credit Support)”.

(b) Paragraph 13(q)(iii) of the Annex is amended by inserting “or this Annex” immediately following the words “any other CSA”.

6. ***Japan Law Addendum to Paragraph 13.*** The following terms apply if at least one of the parties is an entity organized, incorporated or formed under Japanese law and Automatic Early Termination is specified as applicable to such party in the relevant Covered Master Agreement.

(a) Paragraphs 3(a) and 3(b) of the Annex shall each be amended by inserting the following after the words “(rounded pursuant to Paragraph 13)” in the third sub-paragraph of each Paragraph:

; *provided, however*, that where such Posted Credit Support (VM) consists of Posted Collateral (VM) in the form of securities, the Secured Party may Transfer to the Pledgor Equivalent Posted Collateral (VM) or repay the Cash equivalent thereof with prior consent of the Pledgor. For this purpose, Transfer of Equivalent Posted Collateral (VM) or Cash equivalent shall be deemed to be a return of the Posted Collateral (VM)

(b) Paragraphs A(1) and C(1) of Amendment 4 of the Japan Law Addendum to Paragraph 13 shall each be amended by inserting the following after the words “under the Other CSA(s) (other than any Other CSA Excluded Credit Support)”:

and the Posted Collateral (VM) posted to the Pledgor by the Secured Party as margin under this Annex or the Cash equivalent thereof