

ISDA[®]

International Swaps and Derivatives Association, Inc.

AMENDMENT¹

dated as of.....

to the

ISDA MASTER AGREEMENT

dated as of.....

between

..... and

(“Party A”)² (“Party B”)

(as amended from time to time, the “Agreement”)

The parties have previously entered into the Agreement, together with the Credit Support Annex³ attached thereto (as amended from time to time, the “Annex”) and have now agreed to amend the Agreement by the terms of this Amendment (“Amendment”).

Whereas, Party A and Party B desire to amend certain terms and provisions of the Agreement in connection with the Control Agreement (as defined below) as further set forth herein.

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

1. Amendment of the Agreement.

The Agreement is amended in accordance with the amendments set forth in the Attachments specified below⁴ to be applicable:

¹ PARTIES SHOULD CONSULT WITH THEIR LEGAL ADVISERS AND ANY OTHER ADVISERS THEY DEEM APPROPRIATE PRIOR TO USING THIS FORM OF AMENDMENT. BECAUSE OF THE RANGE OF MODIFICATIONS THAT PARTIES MAY HAVE MADE TO THE MASTER AGREEMENT, MODIFICATIONS TO THIS FORM OF AMENDMENT MAY BE NECESSARY OR AN ENTIRELY DIFFERENT FORM OF AMENDMENT MAY BE APPROPRIATE IN REGARD TO A PARTICULAR AGREEMENT.

² Note: This Amendment has been drafted with the assumption that Independent Amounts are only applicable to Party B.

³ Note: This form of Amendment is designed to amend the Credit Support Annex published by ISDA in 1994 for use with ISDA Agreements subject to New York Law only.

⁴ Parties should apply only those Attachments they select to amend their ISDA Master Agreements. In particular, parties should note that Attachments 1, 2 and 3 are critical to the typical IA segregation structure.

Attachment 1	Separate Margin Flows	[Applicable][Not Applicable]
Attachment 2	Representations	[Applicable][Not Applicable]
Attachment 3	Distributions and Interest Amount	[Applicable][Not Applicable]
Attachment 4	Money Market Mutual Funds	[Applicable][Not Applicable]
Attachment 5	Credit Support Document	[Applicable][Not Applicable]
Attachment 6	Custodian Risk – Pledgor Liable	[Applicable][Not Applicable] ⁵
Attachment 7	Custodian Risk – Secured Party Liable	[Applicable][Not Applicable]
Attachment 8	Prior Notice Requirement for IA Access	[Applicable][Not Applicable]
Attachment 9	Amendment to Paragraph 8 of the Annex with respect to IA Collateral	[Applicable][Not Applicable]
Attachment 10	Additional Condition Precedent – Prior Transfer by Party B	[Applicable][Not Applicable]
Attachment 11	Release of Security Interest	[Applicable][Not Applicable] ⁶
Attachment 12	Additional Defined Terms	[Applicable][Not Applicable]
Attachment 13	Secured Party Dispute Right	[Applicable][Not Applicable]
Attachment 14	Pledgor Dispute Right	[Applicable][Not Applicable]
Attachment 15	Other Provisions	[Applicable][Not Applicable]

2. **Definitions.** As used in this Amendment:

“Control Agreement” means the [Collateral Account Control Agreement] dated as of [INSERT DATE] among Party A, Party B and the Securities Intermediary, as may be amended from time to time.

“IA Account” means the Account (as such term is defined in the Control Agreement)⁷ maintained by the Securities Intermediary.

“IA Collateral” means any Posted Credit Support Transferred to the IA Account that is not subsequently Transferred to Party B.⁸

“Securities Intermediary” means [INSERT NAME OF SECURITIES INTERMEDIARY].

Capitalized terms used but not otherwise defined in this Amendment (and the relevant Attachments) shall have the meanings ascribed to them in the Agreement unless the context otherwise requires.

3. **Representations.**

Each party represents to the other that all the representations made by such party in the Agreement, as amended pursuant to this Amendment, are true and accurate as of the date of this Amendment.

4. **Miscellaneous.**

(a) ***Entire Agreement; Restatement.***

⁵ Parties should not include both Attachments 6 and 7. These Attachments are alternative approaches.

⁶ Note that this Attachment contains a placeholder for the parties to insert a mutually agreed dispute provision, if they wish to apply it.

⁷ Parties should confirm whether reference to “Account” is appropriate based on the terms of the relevant Control Agreement.

⁸ Parties should confirm whether the definition of “IA Collateral” is appropriate based on the terms of the relevant Control Agreement.

- (i) This Amendment constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communications and prior writings (except as otherwise provided herein) with respect thereto.
 - (ii) Except for any amendment to the Agreement made pursuant to this Amendment, all terms and conditions of the Agreement will continue in full force and effect in accordance with its provisions on the date of this Amendment. References to the Agreement will be to the Agreement, as amended by this Amendment.
- (b) **Amendments.** No amendment, modification or waiver in respect of the matters contemplated by this Amendment will be effective unless made in accordance with the terms of the Agreement.
- (c) **Counterparts.** This Amendment may be executed and delivered in counterparts (including by facsimile transmission), each of which will be deemed an original.
- (d) **Headings.** The headings used in this Amendment are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Amendment.
- (e) **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of New York (without reference to choice of law doctrine).

IN WITNESS WHEREOF the parties have executed this Amendment on the respective dates specified below with effect from the date specified first on the first page of this Amendment.

[PARTY A]

[PARTY B]

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

Attachment 1
Separate Margin Flows

1. Paragraph 13(b)(i) of the Annex shall be deleted in its entirety and replaced with the following:

“(i) ***Delivery Amount, Return Amount and Credit Support Amount.*** Paragraphs 3(a) and (b) of the Annex are deleted in their entirety and replaced with the following:

“(a) “***Delivery Amount.***” Subject to Paragraphs 4 and 5, (I) upon a demand made by the Secured Party on or promptly following a Valuation Date, if the Credit Support Delivery Amount for that Valuation Date equals or exceeds the Pledgor’s Credit Support Minimum Transfer Amount, then the Pledgor will Transfer to the Secured Party, Eligible Credit Support having a Value as of the date of Transfer at least equal to the Credit Support Delivery Amount (rounded pursuant to this Paragraph 13) and (II) upon a demand made by the Secured Party on or promptly following a Valuation Date, if the Independent Delivery Amount for that Valuation Date equals or exceeds the Pledgor’s Independent Minimum Transfer Amount, then the Pledgor will Transfer to the IA Account Eligible Credit Support having a Value as of the date of Transfer at least equal to the Independent Delivery Amount (rounded pursuant to this Paragraph 13). As used otherwise in this Annex, the “***Delivery Amount***” applicable to the Pledgor for any Valuation Date means the Credit Support Delivery Amount, the Independent Delivery Amount or both, as applicable, each as defined below.

“***Credit Support Delivery Amount***” will equal the amount, if any, by which

(A) the Secured Party’s Exposure for that Valuation Date *minus* the Pledgor’s Threshold

exceeds

(B) the Value as of that Valuation Date of all Posted Credit Support held by the Secured Party other than on account of Independent Amounts;

provided, however, that the Credit Support Delivery Amount will be deemed to be zero whenever the calculation of Credit Support Delivery Amount yields a number less than zero.

“***Credit Support Minimum Transfer Amount***” means (i) with respect to Party A, [INSERT AMOUNT] and (ii) with respect to Party B, [INSERT AMOUNT].⁹

“***Independent Delivery Amount***” will equal the amount, if any, by which

(X) the sum of all Independent Amounts applicable to the Pledgor, if any

exceeds

(Y) the Value as of the Valuation Date of all IA Collateral;

provided, however, that the Independent Delivery Amount will be deemed to be zero whenever the calculation of Independent Delivery Amount yields a number less than zero.

⁹ To be completed by the parties.

“**Independent Minimum Transfer Amount**” means (i) with respect to Party A, [X] and (ii) with respect to Party B, [X].¹⁰

(b) “**Return Amount.**” Subject to Paragraphs 4 and 5, (I) upon a demand made by the Pledgor on or promptly following a Valuation Date, if the Credit Support Return Amount for that Valuation Date equals or exceeds the Secured Party’s Credit Support Minimum Transfer Amount, then the Secured Party will Transfer to the Pledgor, Posted Credit Support specified by the Pledgor in that demand having a Value as of the date of Transfer at least equal to the Credit Support Return Amount (rounded pursuant to this Paragraph 13) and (II) upon a demand made by the Pledgor on or promptly following a Valuation Date, if the Independent Return Amount for that Valuation Date equals or exceeds the Secured Party’s Independent Minimum Transfer Amount, then the Secured Party (directly or through the Securities Intermediary) will Transfer to the Pledgor, Posted Credit Support specified by the Pledgor in that demand having a Value as of the date of Transfer at least equal to the Independent Return Amount (rounded pursuant to this Paragraph 13). As used otherwise in this Annex, the “**Return Amount**” applicable to the Secured Party for any Valuation Date means the Credit Support Return Amount, the Independent Return Amount or both, as applicable, each as defined below.

“**Credit Support Return Amount**” will equal the amount, if any, by which

(A) the Value as of that Valuation Date of all Posted Credit Support held by the Secured Party (other than in respect of Independent Amounts)

exceeds

(B) the Secured Party’s Exposure for that Valuation Date *minus* the Pledgor’s Threshold;

provided, however, that the Credit Support Return Amount will be deemed to be zero whenever the calculation of Credit Support Return Amount yields a number less than zero.

“**Independent Return Amount**” will equal the amount, if any, by which

(X) the Value as of that Valuation Date of all IA Collateral

exceeds

(Y) the sum of all Independent Amounts as of that Valuation Date applicable to the Pledgor, if any;

provided, however, that the Independent Return Amount will be deemed to be zero whenever the calculation of Independent Return Amount yields a number less than zero.

(c) **No offset.** For the avoidance of doubt, no Credit Support Delivery Amount or Credit Support Return Amount shall be offset against (or netted with) any Independent Delivery Amount or Independent Return Amount.

(d) **Transfer.** The delivery of (i) Eligible Credit Support in respect of Independent Amounts by Party B to the Securities Intermediary pursuant to the Control Agreement shall be deemed to be a Transfer of Eligible Credit Support in respect of Independent Amounts to Party A pursuant to the terms of this Annex (ii) Posted Credit Support in respect of Independent Amounts by the

¹⁰ To be completed by the parties.

Securities Intermediary to Party B pursuant to the Control Agreement shall be deemed to be a Transfer of Posted Credit Support in respect of Independent Amounts to Party B pursuant to the terms of this Annex and (iii) Posted Credit Support in respect of Independent Amounts by or on behalf of the Pledgor to the Securities Intermediary pursuant to the Control Agreement for credit to the IA Account shall be deemed to be a Transfer of Eligible Credit Support in respect of Independent Amounts to Party A pursuant to the terms of this Annex. For the avoidance of doubt, the term “Transfer” also is deemed to include Transfers made in accordance with the instructions of the Securities Intermediary.” ”

2. **Holding and Using Posted Collateral.** Notwithstanding anything else to the contrary in the Annex (including, without limitation, Paragraph 13(g) of the Annex):

- (i) Party A will not be entitled to hold any IA Collateral, except as otherwise provided in the Control Agreement or otherwise agreed between the parties.
- (ii) The provisions of Paragraph 6(c) of the Annex will not apply to IA Collateral.

Attachment 2
Representations

Paragraph 9 of the Annex is hereby amended as follows with respect to IA Collateral:

- (A) by adding the following at the end of both clauses (ii) and (iv) therein but before the semicolon and period, respectively: “or any security interest in favor of the Securities Intermediary arising in connection with the Control Agreement”; and
- (B) by adding the following at the end of clause (iii) therein but before the semicolon: “subject to any unsubordinated security interest granted to or priority provisions established in favor of the Securities Intermediary in connection with the Control Agreement”.

Attachment 3
Distributions and Interest Amount

Notwithstanding anything to the contrary in the Annex (including, without limitation, Paragraph 13(h) of the Annex), but subject to the terms of the Control Agreement, Party A shall have no obligation to pay or to Transfer Interest Amounts or Distributions to Party B with respect to Posted Credit Support or other assets held in the IA Account by the Securities Intermediary.

Attachment 4
Money Market Mutual Funds

Value of IA Collateral. To the extent permitted by applicable law and regulation, the money market mutual funds identified below (“Money Market Mutual Funds”) in which Eligible Collateral transferred to the IA Account has been invested shall be deemed to be Posted Collateral under the Annex. Notwithstanding the definition of “Value” in Paragraph 12 of the Annex, the Value of Posted Collateral that consists of Money Market Mutual Funds shall be equal to the closing net asset value most recently reported by the related issuer on the relevant Valuation Date or date of calculation multiplied by the Valuation Percentage listed across from such Money Market Mutual Fund below.

Money Market Mutual Fund	Valuation Percentage
[]	[] ¹¹

¹¹ To be completed by the parties.

Attachment 5
Credit Support Document

The Control Agreement will be deemed to be a Credit Support Document under the Agreement in respect of [both Party A and Party B],¹² in addition to any other Credit Support Documents specified by the parties in the Schedule to the Agreement.

¹² Alternatively, the parties may agree that the Control Agreement is a Credit Support Document with respect to only one of the parties (rather than both of the parties).

Attachment 6
Custodian Risk – Pledgor Liable

Notwithstanding anything to the contrary in this Agreement (including, without limitation, Paragraph 6 of the Annex), the parties agree that:

1. The Securities Intermediary is not Party A's Custodian for purposes of Paragraph 6(b)(iii) of the Annex or for any other purposes under the Annex and Paragraph 6(b)(iii) of the Annex shall not apply with respect to the Securities Intermediary.
2. Party A will have no duty to assure the safe custody of IA Collateral held by the Securities Intermediary.
3. Any obligation of Party A to Transfer, or cause the Securities Intermediary to Transfer, IA Collateral held by the Securities Intermediary to Party B shall be deemed satisfied by Party A's sending appropriate instructions to the Securities Intermediary in accordance with the terms of the Control Agreement to effect such Transfer. For the avoidance of doubt, Party A shall bear no liability for the failure of the Securities Intermediary to comply with such instructions and no such failure shall constitute an Event of Default with respect to Party A.

Attachment 7
Custodian Risk – Secured Party Liable

Notwithstanding anything to the contrary in this Agreement, the parties agree that:

1. The Securities Intermediary is Party A's Custodian for purposes of Paragraph 6(b)(iii) of the Annex and for any other purposes under the Annex and Paragraph 6(b)(iii) of the Annex shall apply with respect to the Securities Intermediary.
2. Any obligation of Party B to Transfer, or cause the Securities Intermediary to Transfer, IA Collateral held by the Securities Intermediary to Party A shall be deemed satisfied if Party B has not objected to, or has waived any objection to, any instructions sent by Party A to the Securities Intermediary requesting a Transfer of IA Collateral held by the Securities Intermediary. For the avoidance of doubt, Party B shall bear no liability for the failure of the Securities Intermediary to comply with such instructions and no such failure shall constitute an Event of Default with respect to Party B.

Attachment 8
Prior Notice Requirement for IA Access¹³

The parties agree as follows:

1. Party A agrees that it will only deliver a Notice of Exclusive Control¹⁴ (as such term is defined in the Control Agreement) to the Securities Intermediary in accordance with the terms of the Control Agreement if (a) Party A has provided Party B with prior written notice of Party A's intention to deliver a Notice of Exclusive Control (a "**Secured Party Intention Notice**") at least [x] Local Business Days prior to the delivery of such Notice of Exclusive Control and (b) Party B has not disputed the basis for such Secured Party Intention notice by sending Party A an effective Pledgor Dispute Notice, in accordance with Attachment 14 hereto. If, however an Indisputable Event has occurred with respect to Party B (or any Credit Support Provider or any applicable Specified Entity of Party B), then Party A may send a Notice of Exclusive Control to the Securities Intermediary without regard to this section.

2. Party B agrees that it will only deliver a Pledgor Access Notice¹⁵ (as such term is defined in the Control Agreement) to the Securities Intermediary in accordance with the terms of the Control Agreement if (a) Party B has provided Party A with prior written notice of Party B's intention to deliver a Pledgor Access Notice (a "**Pledgor Intention Notice**") at least [x] Local Business Days prior to the delivery of such Pledgor Access Notice¹⁶ and (b) Party A has not disputed the basis for such Pledgor Intention Notice by sending Party B an effective Secured Party Dispute Notice, in accordance with Attachment 13, hereto. If, however an Indisputable Event has occurred with respect to Party A (or any Credit Support Provider or any applicable Specified Entity of Party A), then Party B may send a Pledgor Access Notice to the Securities Intermediary without regard to this section.

Section 5(a) of the Agreement is amended by adding the following subsection (ix)¹⁷:

“(ix) Failure to Comply with Certain Prior Notice Requirements.

- (1) Provided that an Indisputable Event has not occurred with respect to Party B (or any Credit Support Provider or any applicable Specified Entity of Party B), the delivery by Party A of a Notice of Exclusive Control without delivering a Secured Party Intention Notice to Party B at least [x]¹⁸ Local Business Days prior to delivering such Notice of Exclusive Control; or
- (2) Provided that an Indisputable Event has not occurred with respect to Party A (or any Credit Support Provider or any applicable Specified Entity of Party A), the delivery by Party B of a Pledgor Access Notice without delivering a Pledgor Intention Notice to Party A at least [x]¹⁹ Local Business Days prior to delivering such Pledgor Access Notice.”

¹³ This Attachment is intended for use by parties who want advance notice prior to release of IA Collateral from the IA Account, but would prefer to address this issue in the CSA, rather than in the Control Agreement.

¹⁴ Parties should confirm whether reference to “Notice of Exclusive Control” is appropriate based on the terms of the relevant Control Agreement.

¹⁵ Parties should confirm whether reference to “Pledgor Access Notice” is appropriate based on the terms of the relevant Control Agreement.

¹⁶ Parties may agree to delete either clause (1) or clause (2) of this Attachment.

¹⁷ If the parties agree to delete clause (1) or clause (2) of this Attachment, parties should delete the corresponding clause (1) or clause (2) of the proposed Section 5(a)(ix).

¹⁸ To be completed by the parties.

¹⁹ To be completed by the parties.

Attachment 9
Amendment to Paragraph 8 of the Annex
with respect to IA Collateral²⁰

Clause (1) of Paragraph 8(a) of the Annex will not apply with respect to IA Collateral.

²⁰ If this Attachment is applied, Party A, as Secured Party, will be required to designate an Early Termination Date prior to exercising its rights against IA Collateral. Given that the Control Agreement also addresses the circumstances under which Party A is entitled to exercise rights against IA Collateral, parties should endeavor to ensure that the terms of Paragraph 8 of the Annex, as applicable to IA Collateral, are consistent with the terms of the Control Agreement.

Attachment 10
Additional Condition Precedent – Prior Transfer by Party B

Paragraph 4(a)(i) of the Annex is amended to add the following sentence at the end thereof:

“In addition, each Transfer obligation of Party A under Paragraphs 3, 4(d)(ii), 5 and 6(d) of the Annex is subject to the condition precedent that Party B has satisfied each Transfer obligation of Party B under Paragraphs 3 and 5 of the Annex.”

Attachment 11
Release of Security Interest²¹

Security Interest. Paragraph 2 of the Annex is amended by adding the following sentence at the end thereof:

“If at any time an Early Termination Date has occurred as the result of any Event of Default or Specified Condition with respect to Party A, then (except in the case of an Early Termination Date relating to less than all Transactions (or Swap Transactions)), where Party B has paid in full all of its Obligations that are then due, the security interest and lien granted hereunder in respect of any IA Collateral will be released immediately and, to the extent possible, without any further action by either party. For the avoidance of doubt, nothing in this Paragraph 2 shall affect any security interest granted under any other agreement.”

²¹ When determining whether to apply this Attachment, parties should consider whether the release of the security interest granted under Paragraph 2 of the Annex would undermine existing cross-collateralization rights granted under other Agreements (e.g., a Master Netting Agreement).

Attachment 12 Additional Defined Terms

As used in the Control Agreement, the following capitalized terms will have the meaning specified in this Attachment 12.²²

["Bankruptcy Event"] means an Event of Default under Section 5(a)(vii) of the Agreement.]

["Bankruptcy Filing Event"] means an Event of Default under Section 5(a)(vii)(4), (6), or (8) (to the extent referring to Sections 5(a)(vii)(4) or (6)) of the Agreement.]

["Bankruptcy Filing Evidence Event"] means a Bankruptcy Filing Event, in respect of which effective notice has been provided to the Securities Intermediary with an attachment including Evidence of Filing with respect to the entity with respect to which the Bankruptcy Filing Event has occurred.]

["Estimated Excess IA"] means an estimate of the expected Excess IA, as determined by Party B in good faith based on Party B's approximation of the Net Termination Payment that will be due in respect of the Agreement. For the avoidance of doubt, the specification of Estimated Excess IA shall be without prejudice to any subsequent determination of Excess IA.²³

["Estimated Required IA"] means an estimate of the expected Required IA, as determined by Party A in good faith based on Party A's approximation of the Net Termination Payment that will be due in respect of the Agreement. For the avoidance of doubt, the specification of Estimated Required IA shall be without prejudice to any subsequent determination of Required IA.²⁴

["Evidence of Filing"] means, with respect to an entity, (a) 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 a Bankruptcy Filing Event with respect to such entity, (b) a copy of a petition or filing instituting any proceeding described in Section 5(a)(vii)(4) of the 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), (c) a copy of an order of a court of competent jurisdiction that has not been appealed or stayed that evidences that a Bankruptcy Filing Event exists with respect to such entity, (d) 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, or (e) announcements (including any website announcements) published by such entity or its affiliates with respect to the occurrence of a Bankruptcy Filing Event with respect to such entity.]

["Excess IA"] means the amount of IA Collateral credited to the IA Account in excess of the Required IA, as determined by (i) Party A with respect to Section [] of the Control Agreement (Notice of Exclusive Control) or (ii) Party B with respect to Section [X] of the Control Agreement (Pledgor Access), in either case, in accordance with the Agreement and specified to the Securities Intermediary in a written notice.²⁵

²² Please note that some or all of these terms may not be used in the Control Agreement. Please include or delete, as necessary.

²³ In the Control Agreement, if under the Pledgor Access provisions, OPTION 1 (ONE STAGE PROCESS) is selected, this definition should be deleted.

²⁴ In the Control Agreement, if under the Pledgor Access provisions, OPTION 1 (ONE STAGE PROCESS) is selected, this definition should be deleted.

²⁵ In the Control Agreement, if under "IA Return Amount," OPTION 1 (All IA) is selected, then this definition should be deleted.

["**Indisputable Event**" means²⁶

[OPTION 1: a Bankruptcy Event.]

[OPTION 2: a Bankruptcy Filing Event.]

[OPTION 3: a Bankruptcy Filing Evidence Event.]]

["**Net Termination Payment**" means the amount owed under Section 6(e) of the Agreement after setting off the value of all Posted Credit Support posted by Party B for the benefit of Party A (other than the IA Collateral credited to the IA Account), as well as the value of all Posted Credit Support posted by Party A for the benefit of Party B (if any), and after taking into account any other applicable setoff rights exercised by a party pursuant to the Agreement or otherwise.]²⁷

["**Required IA**" means the amount of IA Collateral credited to the IA Account that is required to satisfy the Net Termination Payment payable by Party B to Party A (if any), as determined by (i) Party A with respect to Section [] of the Control Agreement (Notice of Exclusive Control) or (ii) Party B with respect to Section [X] of the Control Agreement (Pledgor Access), in either case, calculated in accordance with the Agreement, specified in a notice to the other party pursuant to Section 6(d)(i) of the Agreement, and specified to the Securities Intermediary in a written notice.]²⁸

²⁶ Parties may select one of the options below, specify an alternative formulation or delete if inapplicable.

²⁷ In the Control Agreement, if under "IA Return Amount" OPTION 1 (All IA) is selected, then this definition should be deleted.

²⁸ In the Control Agreement, if under "IA Return Amount" OPTION 1 (All IA) is selected, then this definition should be deleted.

Attachment 13
Secured Party Dispute Right^{29, 30}

(a) Upon delivery of an effective Pledgor Intention Notice (as defined in Attachment 8, hereto), the Secured Party may dispute, in good faith, the basis for the Pledgor Intention Notice by notifying the Pledgor, in writing, of the grounds for objection within the Secured Party Dispute Period (such notification, a “**Secured Party Dispute Notice**”).

Upon delivery of an effective Secured Party Dispute Notice by the Secured Party to the Pledgor [and subject to clause (b), below], the Pledgor shall refrain from sending a Pledgor Access Notice to the Securities Intermediary pursuant to the Control Agreement until the earliest to occur of the following:

(i) effective written notice is provided from the Secured Party to the Pledgor stating that the Secured Party has withdrawn its dispute;

(ii) the Secured Party Cutoff Time;

(iii) delivery of a written notice from the Pledgor to the Secured Party stating that:

(A) there has been a declaratory or other judgment³¹ by a court (or other forum) of competent jurisdiction finding that the relevant Event of Default, Termination Event or Specified Condition had occurred and was continuing with respect to the Secured Party (or any Credit Support Provider or any applicable Specified Entity of the Secured Party) as of the designation or occurrence of the Early Termination Date;

(B) any injunction or other legal action preventing the Securities Intermediary from transferring the IA Return Amount to the Pledgor has expired or been removed or lifted; or

(C) a court (or other forum) of competent jurisdiction has issued an order dismissing or resolving in the Pledgor’s favor a legal proceeding initiated by the Secured Party challenging the legitimacy of the Pledgor Intention Notice;

in each case, accompanied by a copy of the relevant judgment, order or other legal document/evidence, as applicable; or

(iv) service upon the Securities Intermediary of a judicial order directing the Securities Intermediary to comply with the instructions and entitlement orders contained in the order.

[(b) If, however an Indisputable Event has occurred with respect to the Secured Party (or any Credit Support Provider or any applicable Specified Entity of the Secured Party), then the Pledgor may send a Pledgor Access Notice to the Securities Intermediary without regard to clause (a), above.]³²

Definitions:

“**Secured Party Cutoff Time**” means [the close of business][*specify time of day*] on the [*please specify relevant number of days/business days*] following the date on which the Secured Party Dispute Notice is effective.

²⁹ These Secured Party Dispute Right provisions are entirely optional. If these Secured Party Dispute Right provisions are applied, then Secured Party dispute right provisions should not be included in the Control Agreement.

³⁰ If the Release Time is specified as “Immediate,” then this Secured Party Dispute Right Attachment should not be applied.

³¹ If the parties prefer that the Securities Intermediary wait until a final, non-appealable judgment is made, then they may include additional language to this effect throughout these provisions.

³² If Indisputable Events are not specified, this provision should be amended or deleted.

“Secured Party Dispute Period” means the period starting on the date on which the Secured Party Dispute Notice is effective and ending at the Secured Party Cutoff Time.

Attachment 14
Pledgor Dispute Right^{33,34}

(a) Upon delivery of an effective Secured Party Intention Notice (as defined in Attachment 8, hereto), the Pledgor may dispute, in good faith, the basis for the Secured Party Intention Notice by notifying the Secured Party, in writing, of the grounds for objection within the Pledgor Dispute Period (such notification, a “**Pledgor Dispute Notice**”).

Upon delivery of an effective Pledgor Dispute Notice by the Pledgor to the Secured Party [and subject to clause (b), below], the Secured Party shall refrain from sending a Notice of Exclusive Control to the Securities Intermediary pursuant to the Control Agreement until the earliest to occur of the following:

- (i) effective written notice is provided from the Pledgor to the Secured Party stating that the Pledgor has withdrawn its dispute;
- (ii) the Pledgor Cutoff Time;
- (iii) delivery of a written notice from the Secured Party to the Pledgor stating that:
 - (A) there has been a declaratory or other judgment³⁵ by a court (or other forum) of competent jurisdiction finding that the relevant Event of Default, Termination Event or Specified Condition had occurred and was continuing with respect to the Pledgor (or any Credit Support Provider or any applicable Specified Entity of the Pledgor) as of the designation or occurrence of the Early Termination Date;
 - (B) any injunction or other legal action preventing the Securities Intermediary from transferring the IA Seizure Amount to the Secured Party has expired or been removed or lifted; or
 - (C) a court (or other forum) of competent jurisdiction has issued an order dismissing or resolving in the Secured Party’s favor a legal proceeding initiated by the Pledgor challenging the legitimacy of the Secured Party Intention Notice;

in each case, accompanied by a copy of the relevant judgment, order or other legal document/evidence, as applicable; or

(iv) service upon the Securities Intermediary of a judicial order directing the Securities Intermediary to comply with the instructions and entitlement orders contained in the order.

[(b) If, however an Indisputable Event has occurred with respect to the Pledgor (or any Credit Support Provider or any applicable Specified Entity of the Pledgor), then the Secured Party may send a Notice of Exclusive Control to the Securities Intermediary without regard to clause (a), above.]³⁶

Definitions:

“**Pledgor Cutoff Time**” means [the close of business][*specify time of day*] on the [*please specify relevant number of days/business days*] following the date on which the Pledgor Dispute Notice is effective.

³³ These Pledgor Dispute Right provisions are entirely optional. If these Pledgor Dispute Right provisions are applied, then Pledgor dispute right provisions should not be included in the Control Agreement.

³⁴ If the Release Time is specified as “Immediate,” then this Pledgor Dispute Right Attachment should not be applied.

³⁵ If the parties prefer that the Securities Intermediary wait until a final, non-appealable judgment is made, then they may include additional language to this effect throughout these provisions.

³⁶ If Indisputable Events are not specified, this provision should be amended or deleted.

“Pledgor Dispute Period” means the period starting on the date on which the Pledgor Dispute Notice is effective and ending at the Pledgor Cutoff Time.

Attachment 15 – Other Provisions

[The parties may choose to incorporate other provisions in this Attachment 15.]