

# ISDA®

International Swaps and Derivatives Association, Inc.

## 2009 NORTEL ENTITIES CDS PROTOCOL

published on February 2, 2009

by the International Swaps and Derivatives Association, Inc.

The International Swaps and Derivatives Association, Inc. ("**ISDA**") has published this 2009 Nortel Entities CDS Protocol (this "**Protocol**") to enable parties to Covered Transactions to confirm their intentions in respect of certain matters arising in relation to certain Credit Derivative Transactions which reference Nortel Networks Corporation ("**Nortel Corp.**") and Nortel Networks Limited ("**Nortel Limited**").

Accordingly, a party that has entered and/or anticipates entering into a Covered Transaction may adhere to this Protocol and be bound by its terms by completing and delivering a letter substantially in the form of Exhibit 1 to this Protocol (an "**Adherence Letter**") to ISDA, as agent, as described below.

### 1. Amendments

By adhering to this Protocol in the manner set forth in Section 2 below, a party (an "**Adhering Party**") that has entered and/or anticipates entering into a Covered Transaction agrees, in each case on the terms and subject to the conditions set forth in this Protocol and the relevant Adherence Letter, that certain amendments will be deemed to be made to the Documentation governing each Covered Transaction between it and any other Adhering Party in accordance with the terms of Schedule 1.

### 2. Adherence and Effectiveness

- (a) Adherence to this Protocol will be evidenced by the execution and delivery, in accordance with the first sentence of Section 4(e) below, to ISDA, as agent, of an Adherence Letter on or before February 5, 2009 (the "**Cut-off Date**").
  - (i) Each Adhering Party will deliver two copies of the Adherence Letter, one a manually signed original and the other a conformed copy containing, in place of each signature, the printed or typewritten name of each signatory.
  - (ii) Each Adhering Party agrees that, for evidentiary purposes, a conformed copy of an Adherence Letter certified by the General Counsel or an appropriate officer of ISDA will be deemed to be an original.
- (b) The agreement to make the amendments contemplated by this Protocol, on the terms and subject to the conditions set forth in this Protocol, will, as between any two Adhering Parties, be effective on receipt by ISDA, as agent, of an Adherence Letter from the later of the Adhering Parties to adhere. Any such amendments will apply to each Covered Transaction between the Adhering Parties (whether entered into before, on or after the Cut-off Date).

- (c) This Protocol is intended for use without negotiation, but without prejudice to any amendment, modification or waiver in respect of a Covered Transaction that the parties may otherwise effect in accordance with the terms of that Covered Transaction and the Governing Master Agreement.
  - (i) In adhering to this Protocol, an Adhering Party may not specify additional provisions, conditions or limitations in its Adherence Letter or otherwise.
  - (ii) Any purported adherence that ISDA, as agent, determines in good faith is not in compliance with this Protocol will be void.
- (d) The parties acknowledge and agree that adherence to this Protocol is irrevocable.

### 3. Representations and Agreements

Each Adhering Party represents to each other Adhering Party with which it has or may have a Covered Transaction, on the date on which the later of them adheres to this Protocol in accordance with Section 2 above and, if then outstanding, in respect of each Covered Transaction between them, that:

- (a) **Status.** It (i) is, if relevant, duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing or, (ii) if it otherwise represents its status in or pursuant to the Governing Master Agreement, has such status;
- (b) **Powers.** It has the power to execute and deliver the Adherence Letter and to perform its obligations under the Adherence Letter and each Covered Transaction, in each case as amended by the Adherence Letter and this Protocol, and has taken all necessary action to authorize such execution, delivery and performance;
- (c) **No Violation or Conflict.** Such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;
- (d) **Consents.** All governmental and other consents that are required to have been obtained by it with respect to the Adherence Letter and each Covered Transaction, in each case as amended by the Adherence Letter and this Protocol, have been obtained and are in full force and effect and all conditions of any such consents have been complied with;
- (e) **Obligations Binding.** Its obligations under the Adherence Letter and each Covered Transaction, in each case as amended by the Adherence Letter and this Protocol, constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)); and
- (f) **Credit Support.** Its adherence to this Protocol and any amendment contemplated by this Protocol will not, in and of itself, adversely affect any obligations owed, whether by it or by any third party, under any Credit Support Document relating to a Covered Transaction.

Each Adhering Party agrees with each other Adhering Party with which it has or may have a Governing Master Agreement that:

- (a) each of the foregoing representations will be deemed to be a representation for purposes of Section 5(a)(iv) of each such Governing Master Agreement (then or in the future) between them; and
- (b) any Credit Support Document between the Adhering Parties and relating to a Covered Transaction will be deemed to be amended to the extent necessary such that the operation thereof is not affected by the adherence by the Adhering Parties to this Protocol and any amendments contemplated by this Protocol.

#### **4. Miscellaneous**

(a) ***Entire Agreement; Survival; Amendments.***

(i) This Protocol constitutes the entire agreement and understanding of the Adhering Parties with respect to its subject matter. Each Adhering Party acknowledges that in adhering to this Protocol it has not relied on any oral or written representation, warranty or other assurance (except as provided for or referred to elsewhere in this Protocol or in Schedule 1) and waives all rights and remedies which might otherwise be available to it in respect thereof, except that nothing in this Protocol will limit or exclude any liability of an Adhering Party for fraud.

(ii) Except for any amendment deemed to be made pursuant to this Protocol in respect of a Covered Transaction, all terms and conditions of each Covered Transaction will continue in full force and effect in accordance with its provisions on the effective date of that amendment. As used in the Documentation governing each Covered Transaction, the terms "**Transaction**", "**this Transaction**", "**Confirmation**", "**this Confirmation**" and words of similar import will, unless the context otherwise requires, mean the Covered Transaction and related Confirmation as amended pursuant to this Protocol in accordance with the relevant Adherence Letters. This Protocol will, with respect to its subject matter, survive, and any amendments deemed to be made pursuant to it will form a part of, each Covered Transaction between the Adhering Parties notwithstanding Section 9(a) of the Governing Master Agreement.

(b) ***Amendments.*** An amendment, modification or waiver in respect of the matters contemplated by this Protocol will only be effective if made in accordance with the terms of the Governing Master Agreement and then only with effect between the parties to that Governing Master Agreement (and will only be effective to amend or override the provisions contained in Section 1 of this Protocol and Schedule 1 to this Protocol if it expressly refers in writing to this Section 4(b) of this Protocol and would otherwise be effective in accordance with Section 9(b) of the Governing Master Agreement).

(c) ***Headings.*** The headings used in this Protocol and any Adherence Letter are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Protocol or any Adherence Letter.

(d) ***Governing Law.*** This Protocol and each Adherence Letter will, as between two Adhering Parties, be governed by and construed in accordance with the laws of the State of New York (without reference to choice of law doctrine), provided that each Covered Transaction as amended in accordance with Schedule 1 to this Protocol shall be governed by and construed in accordance with the law specified to govern that Covered Transaction and otherwise in accordance with the applicable choice of law doctrine.

(e) ***Notices.*** Any Adherence Letter must be in writing and delivered as a locked PDF (portable document format) attachment to an email to ISDA at [NortelProtocol@isda.org](mailto:NortelProtocol@isda.org) and will be deemed effectively delivered on the date it is delivered, unless on the date of that delivery the New York ISDA office is

closed or that communication is delivered after 5:00 p.m. New York time, in which case that communication will be deemed effectively delivered on the next day the New York ISDA office is open. Each Adhering Party agrees that the determination of the date and time of delivery of any Adherence Letter shall be determined by ISDA in its sole and absolute discretion.

## 5. Definitions

As used in this Protocol, (a) "**Confirmation**", "**Credit Support Document**" and "**Transaction**" each has the respective meaning given to that term in the related Governing Master Agreement and (b) "**Credit Derivative Transaction**" has the meaning given to that term in (i) the 2003 ISDA Credit Derivatives Definitions, as supplemented by the May 2003 Supplement to the 2003 ISDA Credit Derivatives Definitions, each as published by ISDA (the "**2003 Definitions**") in respect of a Transaction documented by a Confirmation that incorporates the 2003 Definitions or (ii) the 1999 ISDA Credit Derivatives Definitions, as published by ISDA (the "**1999 Definitions**") in respect of a Transaction documented by a Confirmation that incorporates the 1999 Definitions, as applicable (each of the 2003 Definitions and the 1999 Definitions, "**Credit Definitions**"). Each capitalized term used in this Protocol or Schedule 1 but not defined herein or therein has the meaning given that term in the related Index Documentation.

References in this Protocol and Schedule 1 to the following terms have the meaning indicated below:

"**Affected CDX Index**" means each of the CDX indices of CDS IndexCo LLC containing any Nortel Entity, if any.

"**Affected Portion**" means, in respect of a Covered Transaction, the portion of such Covered Transaction (or, in respect of a Single Name Swaption or Portfolio Swaption, the portion of the related Underlying CDS) attributable to the relevant Nortel Entity.

"**Affected Transaction**" means any First to Default Transaction or Nth to Default Transaction, in each case, for which both Nortel Entities are Reference Entities.

"**Auction Date**" has the meaning specified in Exhibit 2 hereto.

"**Bespoke Portfolio Transaction**" means any Bespoke Untranching Portfolio Transaction and any Bespoke Tranching Portfolio Transaction.

"**Bespoke Tranching Portfolio Transaction**" means a tranching Credit Derivative Transaction that references more than one Reference Entity but that is not a Covered Index Transaction and is not any type of Covered Non-Index Transaction other than a Bespoke Portfolio Transaction.

"**Bespoke Untranching Portfolio Transaction**" means an untranching Credit Derivative Transaction that references more than one Reference Entity but that is not a Covered Index Transaction and is not any type of Covered Non-Index Transaction other than a Bespoke Portfolio Transaction.

"**Business Day**" means a day on which commercial banks and foreign exchange markets are generally open to settle payments in New York and London.

"**Constant Maturity Swap Transaction**" means any Portfolio Constant Maturity Swap Transaction and any Single Name Constant Maturity Swap Transaction.

"**Covered CDX Tranching Transaction**" means a tranching Credit Derivative Transaction that references an Affected CDX Index and is governed by relevant Index Documentation.

**"Covered CDX Untranching Transaction"** means a Credit Derivative Transaction that is not a Covered CDX Tranching Transaction but that references an Affected CDX Index and is governed by relevant Index Documentation.

**"Covered Index Transaction"** means a Covered CDX Untranching Transaction or a Covered CDX Tranching Transaction for which:

- (a) the Effective Date is on or prior to the Default Date;
- (b) the Trade Date is on or prior to the Business Day immediately preceding the Final Price Determination Date;
- (c) the Scheduled Termination Date is on or after the Default Date;
- (d) each of the parties to such Credit Derivative Transaction is an Adhering Party; and
- (e) the relevant Affected Portion thereof is still outstanding as of the Final Price Determination Date.

**"Covered Non-Index Transaction"** means any Credit Derivative Transaction that (i) is not a Covered Index Transaction, (ii) is not an Excluded Non-Index Transaction, (iii) is a Single Name CDS Transaction, a Constant Maturity Swap Transaction, a Principal Only Transaction, an Interest Only Transaction, a First to Default Transaction, an Nth to Default Transaction, a Recovery Lock Transaction or a Bespoke Portfolio Transaction, and (iv) for which:

- (a) a Nortel Entity is a Reference Entity;
- (b) (i) no Reference Obligation is specified in respect of the relevant Nortel Entity, as applicable, (ii) at least one Reference Obligation specified in respect of the relevant Nortel Entity, is not Subordinated to any of the relevant Deliverable Obligations or (iii) with respect to Nortel Corp., the Bond issued by Nortel Limited maturing on September 1, 2023 with ISIN US665815AH97 and CUSIP 665815AH9 is specified as the Reference Obligation;
- (c) the Effective Date is on or prior to the Default Date;
- (d) the Trade Date is on or prior to the Business Day immediately preceding the Final Price Determination Date;
- (e) the Scheduled Termination Date is on or after the Default Date;
- (f) each of the parties to such Credit Derivative Transaction is an Adhering Party;
- (g) the Deliverable Obligation Category and Deliverable Obligation Characteristics, if any, specified as being applicable in respect of the relevant Nortel Entity are the same as those applicable pursuant to the Credit Derivatives Physical Settlement Matrix;
- (h) as applicable, (i) the relevant Affected Portion thereof is still outstanding as of the Final Price Determination Date; or (ii) the Termination Date has not occurred as of the Business Day immediately prior to the Final Price Determination Date; and
- (i) with respect to an Affected Transaction, if any, the Event Determination Date has occurred on or prior to the Business Day immediately preceding the Final Price Determination Date.

A "Covered Non-Index Transaction" shall also include any Covered Single Name Swaptions and any Covered Portfolio Swaptions.

**"Covered Portfolio Swaption"** means a Portfolio Swaption for which:

- (a) a Nortel Entity is a Reference Entity for the purposes of the related Underlying CDS;
- (b) the Swaption Trade Date of the Portfolio Swaption is on or prior to the Business Day immediately preceding the Final Price Determination Date;
- (c) the Expiration Date of the Portfolio Swaption is on or after the Final Price Determination Date;
- (d) the Deliverable Obligation Category and Deliverable Obligation Characteristics, if any, specified as being applicable for the purposes of the related Underlying CDS in respect of the relevant Nortel Entity are the same as those applicable pursuant to the Credit Derivatives Physical Settlement Matrix; and
- (e) each of the parties to such Portfolio Swaption is an Adhering Party.

**"Covered Single Name Swaption"** means a Single Name Swaption for which:

- (a) a Nortel Entity is the Reference Entity for the purposes of the related Underlying CDS;
- (b) the Swaption Trade Date of the Single Name Swaption is on or prior to the Common Event Determination Date;
- (c) the Expiration Date of the Single Name Swaption is on or after the Default Date;
- (d) the Deliverable Obligation Category and Deliverable Obligation Characteristics, if any, specified as being applicable for the purposes of the related Underlying CDS in respect of the relevant Nortel Entity are the same as those applicable pursuant to the Credit Derivatives Physical Settlement Matrix; and
- (e) each of the parties to such Single Name Swaption is an Adhering Party.

**"Covered Transaction"** means a Covered Index Transaction or a Covered Non-Index Transaction, as applicable. Any Credit Derivative Transaction for which both Nortel Entities are Reference Entities and that would, but for this sentence, be a single Covered Transaction, shall be treated, for purposes of this Protocol, as separate Covered Transactions in respect of each Nortel Entity.

**"Credit Derivatives Physical Settlement Matrix"** means the terms applicable to a North American Corporate pursuant to the Credit Derivatives Physical Settlement Matrix (version 7 – September 22, 2008) published by ISDA.

**"Default Date"** means January 14, 2009.

**"Documentation"** means Index Documentation or Non-Index Documentation, as applicable.

**"Excluded Non-Index Transaction"** means (a) any Bespoke Portfolio Transaction that references a portfolio of Reference Entities that is also substantially identical to the relevant portfolio for any series of credit linked notes, trust certificates or other similar securities and for which the Adhering Parties intend settlement of any Credit Event to be consistent with the settlement terms applicable to such securities, (b) any Reference Obligation Only Transaction, (c) any Loan Only Transaction, (d) any Preferred CDS Transaction, (e) any Fixed Recovery Transaction and (f) any Credit Derivative Transaction that by its terms expressly states that the provisions

relating to settlement therein shall not be amended or modified by any protocol published by ISDA in respect of an auction.

**"Final Price Determination Date"** has the meaning specified in Exhibit 2 hereto.

**"First to Default Transaction"** means a Credit Derivative Transaction that references more than one Reference Entity pursuant to which Cash Settlement Amounts or Physical Settlement Amounts, as applicable, will only be paid to Buyer after the Conditions to Settlement have been satisfied for the first time in respect of any of the relevant Reference Entities.

**"Fixed Recovery Transaction"** means a Credit Derivative Transaction in respect of which the Final Price is pre-determined and specified in the relevant Documentation.

**"Governing Master Agreement"** means, in respect of a Covered Transaction, the master agreement governing such Covered Transaction, whether executed by the parties thereto or incorporated by reference in the Confirmation relating to such Covered Transaction.

**"Index Documentation"** means the Governing Master Agreement and (i) in the case of a Covered CDX Untranching Transaction, a Confirmation (including a master confirmation) based on the CDS IndexCo LLC forms published in October 2003, September 2004, March 2007, March 2008 or July 2008 with such modifications to which the parties thereto have agreed or (ii) in the case of a Covered CDX Tranching Transaction, a Confirmation (including a master confirmation and irrespective of whether such Confirmation or master confirmation incorporates the standard terms) based on the CDS IndexCo LLC forms published in July 2004, March 2005, June 2005, March 2006, March 2007, March 2008 or July 2008 with such modifications to which the parties thereto have agreed.

**"Interest Only Transaction"** means a Credit Derivative Transaction that references more than one Reference Entity under which (a) Seller pays to Buyer either (i) an upfront amount or (ii) a floating interest rate, (b) neither party pays Cash Settlement Amounts during the term of the Credit Derivative Transaction and (c) Buyer pays Fixed Amounts to Seller during the term of the Credit Derivative Transaction (which Fixed Amounts are reduced due to Credit Events).

**"Loan Only Transaction"** means a Credit Derivative Transaction in respect of which "Loan" is specified as the only Deliverable Obligation Category.

**"Non-Index Documentation"** means the Governing Master Agreement and Confirmation (including a master confirmation) relating to a Covered Non-Index Transaction.

**"Nortel Entity"** means Nortel Corp. or Nortel Limited, as the case may be.

**"Nth to Default Transaction"** means a Credit Derivative Transaction that references more than one Reference Entity pursuant to which Cash Settlement Amounts or Physical Settlement Amounts, as applicable, will only be paid to Buyer after the Conditions to Settlement have been satisfied in respect of any of the relevant Reference Entities that is the nth Reference Entity in respect of which an Event Determination Date has occurred, where "n" is a number specified for such purpose in the Documentation in respect of the relevant Credit Derivative Transaction.

**"Portfolio Constant Maturity Swap Transaction"** means a Credit Derivative Transaction that references a portfolio of Reference Entities in respect of which the Fixed Rate is reset at the end of each Fixed Rate Payer Calculation Period to the then-current market rate for the relevant Credit Derivative Transaction.

**"Portfolio Swaption"** means any unexercised option to enter into a Covered Transaction (other than another Portfolio Swaption) that references more than one Reference Entity.

**"Preferred CDS Transaction"** means a Credit Derivative Transaction that contains specific provisions governing preferred securities and similar hybrid securities as Reference Obligations or Deliverable Obligations.

**"Principal Only Transaction"** means a Credit Derivative Transaction that references more than one Reference Entity under which (a) Seller pays an upfront amount to Buyer, (b) neither party pays any Fixed Amounts or Cash Settlement Amounts during the term of the Credit Derivative Transaction and (c), upon termination of the Credit Derivative Transaction, Buyer pays to Seller an amount equal to (i) the notional amount of the Credit Derivative Transaction minus (ii) aggregate Cash Settlement Amounts.

**"Recovery Lock Transaction"** means a Credit Derivative Transaction in respect of which the Reference Price is specified in the relevant Documentation as a price less than 100 per cent. and for which either Buyer or Seller can deliver a Notice of Physical Settlement.

**"Reference Obligation Only Transaction"** means a Credit Derivative Transaction in respect of which "Reference Obligation Only" is specified as the Deliverable Obligation Category.

**"Single Name CDS Transaction"** means a Credit Derivative Transaction that references not more than one Reference Entity that is not a Single Name Constant Maturity Swap Transaction.

**"Single Name Constant Maturity Swap Transaction"** means a Credit Derivative Transaction that references not more than one Reference Entity for which the Fixed Rate is reset at the end of each Fixed Rate Payer Calculation Period to the then-current market rate for the relevant Credit Derivative Transaction.

**"Single Name Swaption"** means any unexercised option to enter into a Credit Derivative Transaction (other than another Single Name Swaption) that references not more than one Reference Entity.

**"Underlying CDS"** means, in respect of a Single Name Swaption or Portfolio Swaption, the underlying Credit Derivative Transaction to which the relevant unexercised option relates.

**Form of Adherence Letter**

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**[Letterhead of Adhering Party]**

**[Date]**

**International Swaps and Derivatives Association, Inc.**

**Send to: [NortelProtocol@isda.org](mailto:NortelProtocol@isda.org)**

Dear Sirs,

**2009 Nortel Entities CDS Protocol - Adherence**

The purpose of this letter is to confirm our adherence to the 2009 Nortel Entities CDS Protocol, as published by the International Swaps and Derivatives Association, Inc. on February 2, 2009 (the "**Protocol**"). This letter constitutes an "Adherence Letter" as referred to in the Protocol.

In adhering to the Protocol, we confirm that we are adhering to its terms with respect to the following Auctions (as defined in the Protocol):

<b>Auction</b>	<b>Check to confirm adherence</b>
Nortel Networks Corporation	<input type="checkbox"/>
Nortel Networks Limited	<input type="checkbox"/>

We acknowledge and agree that if (a) no boxes are checked, each box will be deemed to be checked and this letter will confirm our adherence to the Protocol with respect to each of the Auctions and (b) if one or both boxes have been checked, this letter will confirm our adherence to the Protocol respectively with respect to the Auction corresponding to each box checked.

The definitions and provisions contained in the Protocol are incorporated into this Adherence Letter, which will supplement and form part of each Covered Transaction (now or in the future) between us and each other Adhering Party, respectively.

**1. Specified Terms**

The amendments in Section 1 and Schedule 1 of this Protocol shall apply to Covered Transactions to which we are a party.

**2. Appointment as Agent and Release**

We hereby appoint ISDA as our agent for the limited purposes of the Protocol and accordingly we waive, and hereby release ISDA from, any rights, claims, actions or causes of action whatsoever (whether in contract, tort or otherwise) arising out of, or in any way relating to, this Adherence Letter or our adherence to the Protocol or any actions contemplated as being required by ISDA.

**3. DTCC Account Number**

For purposes of electronic matching and counterparty recognition, our DTCC Account Number is as follows, but you understand and agree that our failure to provide any such details pursuant to this letter will not affect the legal validity and binding nature of the Protocol with respect to us:

DTCC Account Number: [●]

**4. Contact Details**

Our contact details for purposes of this Adherence Letter are:

Name: [●]  
Address: [●]  
Telephone: [●]  
Fax: [●]  
E-mail: [●]

We consent to the publication of the conformed copy of this letter by ISDA and to the disclosure by ISDA of the contents of this letter.

Yours faithfully,

[ADHERING PARTY]<sup>1</sup>

By:

Name:
Title:
Signature:

<sup>1</sup> Specify legal name of Adhering Party. If you are an investment or asset manager and act on behalf of multiple funds, you may indicate in the signature block, "Investment/Asset Manager, acting on behalf of each of the funds and accounts listed in the relevant Master Agreement (or other agreement which deems a Master Agreement to have been created) between it and another Adhering Party" (or such other language that indicates the funds to which this letter is applicable). A separate Adherence Letter for each fund does *not* need to be submitted to ISDA. Further, no specific names of clients of the investment or asset manager will be publicly disclosed on the ISDA website in connection with the Protocol (unless such names are contained in the Adherence Letter or any attached appendix). However, in order for each Participating Bidder to calculate its Market Position, each such investment or asset manager is required to provide a list of all funds and accounts that it acts on behalf of to each Participating Bidder that has (or whose affiliate has) entered into an ISDA Master Agreement with any of those funds. As provided in Section (1) of Exhibit 2 of the Protocol, on the Business Day prior to the Auction Date, the Administrators will publish a list of the Participating Bidders.

### Auction Methodology

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For the purposes of the Protocol of which this Exhibit forms a part, the following auction procedure (including any vote regarding the occurrence of a Materiality Event) will be conducted on the Auction Date separately for each Nortel Entity on the following terms (each such auction, an "**Auction**") and a Final Price will be determined separately for Covered Transactions that reference each separate Nortel Entity.

- 1 On or before the Business Day prior to the Auction Date, the Administrators will publish a list of the Participating Bidders.
- 2 Any customer that wishes to submit a Customer Physical Settlement Request to a Participating Bidder must submit a valid Customer Physical Settlement Request Letter to the relevant Participating Bidder no later than 5:00 p.m. New York time on the Business Day prior to the Final Price Determination Date. Each Customer Physical Settlement Request submitted to a Participating Bidder must be, to the best of the relevant customer's knowledge and belief, in the same direction as and (when aggregated with all other Customer Physical Settlement Requests, if any, submitted by such customer to one or more other Participating Bidders) not in excess of, its Market Position. Each Participating Bidder must accept Customer Physical Settlement Requests from any customer with whom it has a trading relationship, provided that such Customer Physical Settlement Request is no larger than, and is in the same direction as, such customer's Dealer-Specific Market Position with respect to that Participating Bidder and/or its affiliates (in aggregate). A Participating Bidder may, but is not required to, accept a Customer Physical Settlement Request larger than the relevant customer's Dealer-Specific Market Position in respect of such Participating Bidder and/or its affiliates.
- 3 During the Initial Bidding Period, each Participating Bidder shall submit to the Administrators a Valid Inside Market Submission and may submit a Physical Settlement Request (which Physical Settlement Request will equal the aggregate of the relevant Participating Bidder's Dealer Physical Settlement Request and all valid Customer Physical Settlement Requests, if any, that the relevant Participating Bidder receives and accepts from its customers pursuant to Section 2 of this Exhibit 2). Each Dealer Physical Settlement Request must be, to the best of the relevant Participating Bidder's knowledge and belief, in the same direction as, and not in excess of, its Market Position.
- 4 If the Administrators receive at least 8 Valid Inside Market Submissions, the Administrators will determine the "**Inside Market Midpoint**" as follows:
  - (a) The Administrators will sort the Inside Market Bids and Inside Market Offers in the Valid Inside Market Submissions separately, with the Inside Market Bids sorted in descending order and the Inside Market Offers sorted in ascending order. Each Inside Market Bid will then be matched with the corresponding Inside Market Offer (i.e., the highest Inside Market Bid being matched with the lowest Inside Market Offer, the second highest Inside Market Bid with the second lowest Inside Market Offer, etc.) (each such Inside Market Bid/Inside Market Offer pair constituting a "**Matched Market**"). For purposes of sorting the Inside Market Bids and Inside Market Offers, where two Inside Market Bids are equal, the one submitted first to the Administrators will be considered to be the lower of the two, and where two Inside Market Offers are equal, the one submitted first to the Administrators will be considered to be the higher of the two.
  - (b) The Administrators will then calculate the mean of the Inside Market Bids and Inside Market Offers included in the Best Half of the Matched Markets that are Non-Tradeable Markets. To

identify the Best Half, the Administrators will sort all Non-Tradeable Markets in order of the spread between the Inside Market Bid and Inside Market Offer within each Matched Market, from smallest spread to largest. The Best Half of the Matched Markets are those in the first half of such list. In the event that the number of Non-Tradeable Markets is an odd number, the Administrators will round up the number of Matched Markets to include in the Best Half. The Administrators will then calculate the Inside Market Midpoint by finding the mean of all the Inside Market Bids and Inside Market Offers included in the Matched Markets that fall within the Best Half (with the results rounded to the nearest one-eighth of one percentage point).

- (c) The steps described in (a) and (b) above are illustrated in the following example (which is not intended to reflect indicative prices for the Deliverable Obligations):

Step 1 – Sort Bids from highest to lowest and Offers from lowest to highest.

Contributed		Matched Markets	Sorted		Tradeable Markets Best Half
IM Bids	IM Offers		IM Bids	IM Offers	
39.500%	41.000%		45.000%	34.000%	
40.000%	42.000%		41.000%	39.500%	
41.000%	43.000%		41.000%	40.000%	
45.000%	47.000%		<b>40.000%</b>	<b>41.000%</b>	
32.000%	34.000%		<b>39.500%</b>	<b>42.000%</b>	
38.750%	40.000%		<b>38.750%</b>	<b>42.750%</b>	
38.000%	39.500%		38.000%	43.000%	
41.000%	42.750%		32.000%	47.000%	

Step 2 – Ignore all Tradeable Markets.

Step 3 – The Inside Market Midpoint is the mean of the Best Half of the remaining Matched Markets. If there is an odd number of remaining Matched Markets, round up to determine the number of Matched Markets in the Best Half.

Best Half		Inside Market Midpoint = Average (40, 41, 39.5, 42, 38.75, 42.75) = <b>40.667%, rounded to the nearest one-eighth of one percentage point: 40.625%</b>
IM Bids	IM Offers	
40.000%	41.000%	
39.500%	42.000%	
38.750%	42.750%	

5 For each Tradeable Market, one of the Participating Bidders whose Inside Market Bid or Inside Market Offer forms part of such Tradeable Market will make a payment to ISDA (the "**Adjustment Amount**") on the third Business Day after the Final Price Determination Date, such payment to be calculated by the Administrators as follows:

- (a) The "**Adjustment Amount**" in respect of a Tradeable Market will be an amount equal to (i) the Inside Market Quotation Amount *multiplied by* (ii) either (A) if the Open Interest is an offer to sell Deliverable Obligations, the greater of (I) zero and (II) the Inside Market Bid forming part of such Tradeable Market minus the Inside Market Midpoint or (B) if the Open Interest is a bid to purchase Deliverable Obligations, the greater of (I) zero and (II) the Inside Market Midpoint minus the Inside Market Offer forming part of such Tradeable Market. Each Participating Bidder agrees that (1) if the Open Interest is an offer to sell Deliverable Obligations, the Participating Bidder whose Inside Market Bid formed part of such Tradeable Market will pay the Adjustment Amount to ISDA and (2) if the Open Interest is a bid to purchase Deliverable Obligations, the Participating Bidder whose Inside Market Offer formed part of such Tradeable Market will pay the Adjustment Amount to ISDA. Any payments of Adjustment Amounts shall be used by ISDA to defray any costs related to any auction that ISDA has coordinated (including the Auction), or that ISDA will in the future coordinate, for purposes of settlement of Credit Derivative Transactions. To the extent that ISDA determines at any time that the aggregate of all such payments received by ISDA (and not previously applied by ISDA to defray

auction-related costs) up to and including such time exceeds the costs (including future costs as determined by ISDA) of such auctions, ISDA may in its sole discretion distribute any such excess among all entities that have previously acted as participating bidders in any prior auction proportionately, based upon participation as a participating bidder in such prior auctions. Payments of Adjustment Amounts will not be conducted or effected by, or through, any Administrator.

- (b) The steps described in (a) above are illustrated in the following example (which is not intended to reflect indicative prices for the Deliverable Obligations):

Step 1 – Consider only Tradeable Markets.

Tradeable Markets	
IM Bids	IM Offers
45.000%	34.000%
41.000%	39.500%
41.000%	40.000 %

Step 2 – Calculate the Adjustment Amount for each Tradeable Market by (i)(A) if the Open Interest is an offer to sell Deliverable Obligations, determining the greater of (I) zero and (II) the Inside Market Bid forming part of such Tradeable Market minus the Inside Market Midpoint or (B) if the Open Interest is a bid to purchase Deliverable Obligations, determining the greater of (I) zero and (II) the Inside Market Midpoint minus the Inside Market Offer forming part of such Tradeable Market and (ii) multiplying the resulting amount by the Inside Market Quotation Amount.

Example calculation of Adjustment Amount if the Open Interest is an offer to sell Deliverable Obligations:

IM Bids	IMM	Adjustment Amount (as a percentage of the Inside Market Quotation Amount)
45.000%	<b>40.625%</b>	4.375%
41.000%	<b>40.625%</b>	0.375%
41.000%	<b>40.625%</b>	0.375%

Example calculation of Adjustment Amount if the Open Interest is a bid to purchase Deliverable Obligations:

IMM	IM Offers	Adjustment Amount (as a percentage of the Inside Market Quotation Amount)
<b>40.625%</b>	34.000 %	6.625%
<b>40.625%</b>	39.500%	1.125%
<b>40.625%</b>	40.000%	0.625%

- 6 If an Inside Market Midpoint has been determined pursuant to Section 4 of this Exhibit 2, the Administrators will match all Physical Settlement Requests with one another in order to determine the Open Interest.

- (a) If the sum of all Quotation Amounts stated in each Physical Settlement Sell Request is less than the sum of all Quotation Amounts stated in each Physical Settlement Buy Request, all Physical Settlement Sell Requests will be matched with Physical Settlement Buy Requests, subject to the Rounding Convention, or if the sum of all Quotation Amounts stated in each Physical Settlement Buy Request is less than the sum of all Quotation Amounts stated in each Physical Settlement Sell Request, all Physical Settlement Buy Requests will be matched with Physical Settlement Sell Requests, subject to the Rounding Convention (each such match, a "**Market Position Trade**"), and each such pair will form a trade at the Final Price as described in Section 9 of this Exhibit 2.

- (b) By 11:00 a.m. New York time on any day on which the Initial Bidding Period in respect of one or both Nortel Entities has successfully concluded, each Administrator will publish on its website all at once the following information resulting from each such successfully concluded Initial Bidding Period in respect of each relevant Nortel Entity:
- (i) the size and direction of the Open Interest;
  - (ii) the Inside Market Midpoint; and
  - (iii) the details of any Adjustment Amounts.

However, if, as of such time on such day, an event has occurred or exists that is considered by any two or more Participating Bidders to be a Potential Materiality Event in respect of a Nortel Entity in respect of which the Initial Bidding Period has successfully concluded as of such time on such day, the Administrators will only publish the above information in respect of the relevant Nortel Entity if, as of such time on such day, it has been determined pursuant to Section 10(a) of this Exhibit 2 that such Potential Materiality Event will not result in the occurrence of a Materiality Event Delayed Auction Date. The Administrators will not publish the above information in respect of the relevant Nortel Entity if, as of such time on such day, either (A) it has been determined pursuant to Section 10(a) of this Exhibit 2 that such Potential Materiality Event has resulted in the occurrence of a Materiality Delayed Auction Date or (B) it remains to be determined whether such Potential Materiality Event will result in the occurrence of a Materiality Event Delayed Auction Date. If, for any reason, an Initial Bidding Period lasts longer, or occurs later, than its Originally Scheduled Initial Bidding Period, or if, as of the time on the relevant day the Administrators would otherwise publish the above information, it remains to be determined whether a Potential Materiality Event in respect of the relevant Nortel Entity will result in the occurrence of a Materiality Event Delayed Auction Date, the Administrators may delay the relevant Subsequent Bidding Period and publish the above information on their respective websites at such time as they determine (in their sole and absolute discretion) in order to preserve the integrity of the relevant Auction.

7 Any Customer Limit Order Submission must be submitted to the relevant Participating Bidder at any time after the publication of the information set out above in accordance with Section 6(b) of this Exhibit 2 until the end of the Subsequent Bidding Period (determined for these purposes only, without regard to any extension that may be made by the Administrator). Each Customer Limit Order Submission submitted to a Participating Bidder must be in the opposite direction of the Open Interest and, to the best of the customer's knowledge and belief, (when aggregated with all other Customer Limit Order Submissions, if any, submitted by such customer to one or more Participating Bidders) not in excess of the size of the Open Interest. The Participating Bidder may, but is not obliged to, take into account in its Limit Order Submissions any Customer Limit Order Submission submitted to it in accordance with this Section 7 of this Exhibit 2, provided that if a Participating Bidder, for any reason, decides not to accept a Customer Limit Order Submission from a customer, such Participating Bidder shall promptly notify such customer of its decision not to accept such customer's Customer Limit Order Submission.

8 During the Subsequent Bidding Period, each Participating Bidder will submit Limit Order Submissions. All Inside Market Bids (if the Open Interest is an offer to sell Deliverable Obligations) or Inside Market Offers (if the Open Interest is a bid to purchase Deliverable Obligations), as applicable, submitted during the Initial Bidding Period (regardless of whether or not they form part of a Tradeable Market) will, together with all Limit Bids (if the Open Interest is an offer to sell Deliverable Obligations) or Limit Offers (if the Open Interest is a bid to purchase Deliverable Obligations), as applicable, be considered "**Unmatched Limit Orders**", however any Inside Market Bid or Inside Market Offer, as

applicable, that forms part of a Tradeable Market will be deemed to be equal to the Inside Market Midpoint for purposes of serving as an Unmatched Limit Order. The excess, if any, of (a) the aggregate Quotation Amount of a Participating Bidder's Limit Order Submissions over (b) the portion of such aggregate Quotation Amount attributable to any Customer Limit Order Submissions received by such Participating Bidder that are taken into account in the Limit Order Submissions received by the Administrators from such Participating Bidder during the Subsequent Bidding Period must be, to the best of such Participating Bidder's knowledge and belief, not in excess of the size of the Open Interest. If the Open Interest is an offer to sell Deliverable Obligations, then any Limit Bid that would otherwise be at a price above the Inside Market Midpoint plus the Cap Amount shall be deemed to be at a price equal to the Inside Market Midpoint plus the Cap Amount. If the Open Interest is a bid to purchase Deliverable Obligations, then any Limit Offer that would otherwise be at a price below the Inside Market Midpoint minus the Cap Amount shall be deemed to be at a price equal to the Inside Market Midpoint minus the Cap Amount.

9 The Administrators will then match the Open Interest against the corresponding Unmatched Limit Orders.

- (a) If the Open Interest is a bid to purchase Deliverable Obligations, it will be matched against the Unmatched Limit Orders that are Offers. If the Open Interest is an offer to sell Deliverable Obligations, it will be matched against the Unmatched Limit Orders that are Bids.
- (b) The Open Interest will be matched against each applicable Unmatched Limit Order, beginning with the Unmatched Limit Order that is the lowest Offer or the highest Bid, as the case may be, and moving to the next remaining lowest (in the case of Offers) or next remaining highest (in the case of Bids) until:
  - (i) the full amount of the Open Interest has been matched against Unmatched Limit Orders totaling the same size as the Open Interest; or
  - (ii) all of the Unmatched Limit Orders of the relevant direction (i.e., Offers, if the Open Interest is a bid to purchase Deliverable Obligations or Bids, if the Open Interest is an offer to sell Deliverable Obligations) have been matched to the Open Interest.

Each Unmatched Limit Order that is matched to the Open Interest under Section 9(b)(i) or (ii) of this Exhibit 2 is a "**Matched Limit Order**", and each such match between a Matched Limit Order and a Physical Settlement Request is a "**Matched Limit Order Trade**". If, in the case of Section 9(b)(i) of this Exhibit 2, there are multiple Unmatched Limit Orders stating the same price and each could be the final Unmatched Limit Order to be matched to the Open Interest, then such final Unmatched Limit Orders will be filled Pro Rata against the remaining Open Interest, subject to the Rounding Convention.

- (c) If the final matching of the Open Interest against the applicable Unmatched Limit Orders occurs pursuant to Section 9(b)(i) of this Exhibit 2, the Final Price will be the price associated with the Matched Limit Order that is the highest Offer or the lowest Bid, as the case may be, provided that (A) if the Open Interest is an offer to sell Deliverable Obligations and the price associated with the lowest Matched Limit Order exceeds the Inside Market Midpoint by more than the Cap Amount, then the Final Price will be the Inside Market Midpoint plus the Cap Amount and (B) if the Open Interest is a bid to purchase Deliverable Obligations and the Inside Market Midpoint exceeds the price associated with the highest Matched Limit Order by more than the Cap Amount, then the Final Price will be the Inside Market Midpoint minus the Cap Amount. If the Open Interest is zero, the Final Price will be the Inside Market Midpoint.

- (d) If the final matching of the Open Interest against the applicable Unmatched Limit Orders occurs pursuant to Section 9(b)(ii) of this Exhibit 2, the Final Price shall be (A) if the Open Interest is a bid to purchase Deliverable Obligations, the greater of (i) 100% and (ii) the highest Limit Offer or Inside Market Offer received or (B) if the Open Interest is an offer to sell Deliverable Obligations, zero. In such case, notwithstanding Sections 6(a) or 9(b) of this Exhibit 2, all Physical Settlement Requests of the same direction as the Open Interest (e.g., bids to purchase or offers to sell) will be matched Pro Rata, subject to the Rounding Convention, against the Limit Order Submissions and Physical Settlement Requests on the opposite side of the market to form Market Position Trades or Matched Limit Order Trades, as applicable.
- (e) In all cases, if the Final Price determined pursuant to this Exhibit 2 is greater than 100%, then for the purposes of settling the Covered Transactions only, the Final Price shall be deemed to be 100%.
- (f) Each Participating Bidder whose Physical Settlement Request or Matched Limit Order, as the case may be, forms part of either a Market Position Trade or a Matched Limit Order Trade will be deemed to have entered into a bilateral agreement on terms equivalent to the Representative Auction-Settled Transaction for which (i) the Floating Rate Payer Calculation Amount is equal to the Quotation Amount in respect of the relevant Market Position Trade or Matched Limit Order Trade, as the case may be, and (ii) (A) the Seller is the Participating Bidder whose Physical Settlement Buy Request forms part of such Market Position Trade or whose Physical Settlement Buy Request, Limit Bid or Inside Market Bid, as the case may be, forms part of such Matched Limit Order Trade and (B) the Buyer is the Participating Bidder whose Physical Settlement Sell Request forms part of such Market Position Trade or whose Physical Settlement Sell Request, Limit Offer or Inside Market Offer, as the case may be, forms part of such Matched Limit Order Trade; provided that, (i) in the case of the Matched Limit Order Trades containing the highest Offer or the lowest Bid, as the case may be, the Quotation Amount will, if necessary, be reduced to reflect the size of the remaining Open Interest, and (ii) in the event that there are multiple Matched Limit Orders stating the highest Offer or lowest Bid, as the case may be, then such Matched Limit Orders will be filled Pro Rata against the remaining Open Interest, subject to the Rounding Convention. Participating Bidders whose Physical Settlement Request or Matched Limit Order, as the case may be, forms part of a Market Position Trade or Matched Limit Order Trade will be matched with one another by the Administrators in their sole and absolute discretion and to the extent reasonably practicable so as to minimize the number of Representative Auction-Settled Transactions to be entered into and further to minimize the number of Representative Auction-Settled Transactions for which the Notional Amount will be smaller than (I) US\$5,000,000 with respect to the Auction for Nortel Corp. and (II) US\$2,000,000 with respect to the Auction for Nortel Limited, or, in each case, which is not an integral multiple of US\$1,000 thereabove; provided that, prior to such matching, the Quotation Amounts in respect of Matched Limit Orders or Physical Settlement Requests, as the case may be, submitted by the same Participating Bidder will be matched with each other, to the extent possible. Transactions entered into by and between Participating Bidders pursuant to Market Position Trades or Matched Limit Order Trades will not be conducted or effected by, or through, any Administrator.

10 A Delayed Auction Date or a Materiality Event Delayed Auction Date may occur under the following circumstances:

- (a) If at any time before the determination of the Final Price in respect of any Auction, an event occurs or exists (i) prior to the commencement of the relevant Initial Bidding Period or (ii) prior to the commencement of the relevant Subsequent Bidding Period, that is considered by any two or more Participating Bidders to be a Potential Materiality Event, then such Participating

Bidders shall have a right to require the Administrators to call a vote of the Auction Settlement Committee to determine whether such event is a Materiality Event, which vote will take place in the case of (i) above, before the end of the relevant Initial Bidding Period or, in the case of (ii) above, before the end of the relevant Subsequent Bidding Period. If a simple majority of the Auction Settlement Committee votes that such event is a Materiality Event, then the relevant Initial Bidding Period and, if applicable, the relevant Subsequent Bidding Period will be deemed to have been cancelled, annulled or postponed, as applicable, and the entire auction process in respect of the relevant Nortel Entity contemplated by this Exhibit 2 shall recommence on the next Business Day, unless prior to the time on such next Business Day that is the same time of day as the commencement of the Originally Scheduled Initial Bidding Period in respect of the relevant Nortel Entity, at a vote of the Auction Settlement Committee held by the Administrators, a majority of the Auction Settlement Committee votes that the news of the Materiality Event has not yet been sufficiently widely disseminated or another Materiality Event has occurred or exists, in which case the entire auction process in respect of the relevant Nortel Entity contemplated by this Exhibit 2 shall recommence on the following Business Day (i.e., the second Business Day after the later of the original vote establishing the occurrence of a Materiality Event and the Auction Date), and, if (and to the extent) necessary, on each following Business Day thereafter, but in no event later than the fifth Business Day after the Auction Date (any such date on which a new Initial Bidding Period in respect of any Nortel Entity actually occurs, following a particular Materiality Event, a "**Materiality Event Delayed Auction Date**"). The Administrators will publish the results of any vote of the Auction Settlement Committee with respect to the declaration of a Materiality Event on their respective websites.

- (b) If the auction process described in this Exhibit 2 does not result in a Final Price in respect of a Nortel Entity, for any reason, in the absence of the declaration of a Materiality Event in respect of the relevant Nortel Entity, the relevant steps will be repeated in respect of the relevant Nortel Entity on the Auction Date with (i) the relevant Initial Bidding Period occurring two hours or, if a third attempt is necessary, four hours, later than the relevant Originally Scheduled Initial Bidding Period or Modified First Attempt Initial Bidding Period, as applicable, and (ii) the relevant Subsequent Bidding Period occurring two hours or, if a third attempt is necessary, four hours, later than the relevant Originally Scheduled Subsequent Bidding Period or Modified First Attempt Subsequent Bidding Period, as applicable. If a Final Price in respect of the relevant Nortel Entity cannot be determined on any such subsequent attempts on the Auction Date itself, in the absence of the declaration of a Materiality Event in respect of the relevant Nortel Entity, up to three attempts will be made according to the same schedule on the Business Day following the Auction Date (such date, a "**Delayed Auction Date**").
- (c) In the case where a Materiality Event has been declared in respect of a Nortel Entity, if the process described above does not result in a Final Price in respect of the relevant Nortel Entity on the related Materiality Event Delayed Auction Date for any reason, in the absence of the declaration of another Materiality Event in respect of the relevant Nortel Entity, the relevant steps will be repeated on such Materiality Event Delayed Auction Date with (i) the relevant Initial Bidding Period occurring two hours or, if a third attempt is necessary, four hours, later than the relevant Originally Scheduled Initial Bidding Period or Modified First Attempt Initial Bidding Period, as applicable, and (ii) the relevant Subsequent Bidding Period occurring two hours or, if a third attempt is necessary, four hours, later than the relevant Originally Scheduled Subsequent Bidding Period or Modified First Attempt Subsequent Bidding Period, as applicable, on such Materiality Event Delayed Auction Date. If a Final Price in respect of the relevant Nortel Entity cannot be determined on any such subsequent attempts on such Materiality Event Delayed Auction Date itself, in the absence of the declaration of another Materiality Event in respect of the relevant Nortel Entity, up to three attempts will be made

according to the same schedule on the Business Day following such Materiality Event Delayed Auction Date.

- (d) If, after the earlier of (i) the additional attempts described in Sections 10(b) and (c) of this Exhibit 2, and (ii) the fifth Business Day following the Auction Date, a Final Price in respect of the relevant Nortel Entity has not been determined, an "**Auction Cancellation Event**" will be deemed to have occurred in respect of the relevant Nortel Entity (the date of such an event, an "**Auction Cancellation Date**"). The Administrators will announce the occurrence of an Auction Cancellation Event on their respective websites.

11 By 3:00 p.m. New York time on the Final Price Determination Date in respect of one or both Auctions, each Administrator will publish on its website all at once the following information in respect of each such Auction:

- (a) the Final Price;
- (b) the names of the Participating Bidders who submitted Bids, Offers and Physical Settlement Requests, together with the details of all such Bids, Offers and Physical Settlement Requests submitted by each (e.g., Participating Bidders and Quotation Amounts); and
- (c) the details and size of all Market Position Trades or Matched Limit Order Trades.

If, for any reason, the Subsequent Bidding Period in respect of one or both Nortel Entities lasts longer, or occurs later, than its Originally Scheduled Subsequent Bidding Period, the Administrators will, in each such case, publish the above information on their respective websites at such time as they determine (in their sole and absolute discretion) in order to preserve the integrity of the relevant Auction.

12 The following rules will apply to Physical Settlement Requests and Limit Order Submissions submitted by any Participating Bidder:

- (a) Any Inside Market Bid, Inside Market Offer or Limit Order Submission may not be amended either by the Participating Bidder or the Administrators after the conclusion of the Initial Bidding Period or Subsequent Bidding Period, as applicable, even if such Submission is a mistake, and all Participating Bidders will be required to comply with the terms of any Matched Limit Order Trade of which such Inside Market Bid, Inside Market Offer or Limit Order Submission forms a part.
- (b) If a Participating Bidder submits a Physical Settlement Request that is in the same direction as, but less than or equal to, such Participating Bidder's Market Position, such Physical Settlement Request may not be amended by either the Participating Bidder or the Administrators after the conclusion of the Initial Bidding Period, even if such Submission is a mistake, and all Participating Bidders will be required to comply with the terms of any Market Position Trade or Matched Limit Order Trade of which such Physical Settlement Request forms a part.
- (c) If a Participating Bidder becomes aware that the Physical Settlement Request it has submitted is in the opposite direction from, or is greater than, its Market Position, such Participating Bidder will immediately notify the Administrators and will submit its corrected Physical Settlement Request.
- (d) If the Administrators become aware of such corrected Physical Settlement Request at least thirty minutes prior to the beginning of the Subsequent Bidding Period (the "**Correction Deadline**"), the Administrators will determine the Open Interest based on the corrected Submission at least

fifteen minutes prior to the beginning of the Subsequent Bidding Period. If the Administrators do not become aware of such corrected Physical Settlement Request until after the Correction Deadline, the Administrators will not re-calculate the Open Interest or the Final Price, and all Covered Transactions will settle according to the Final Price published by the Administrators.

- (e) All Bids and Offers submitted in connection with an Auction, as well as the Final Price, will be expressed as a percentage of the outstanding principal balance (rather than the face amount) of Deliverable Obligations.

13 Each Auction Party agrees that:

- (a) No Participating Bidder will be liable to any party for any form of damages, whether direct, indirect, special or consequential, arising as a result of the publication of a Final Price (or any other result of the procedures contemplated by this Auction Methodology), and agrees to waive any claim that may arise against any Participating Bidder, in each case except in the case of fraud or wilful misconduct on the part of such Participating Bidder.
- (b) None of ISDA, its advisors, any Administrator or any Participating Bidder will be liable to any party for any form of damages, whether direct, indirect, special or consequential, arising in connection with the inclusion or exclusion of any obligation of a Nortel Entity in or from the relevant list of Deliverable Obligations referenced in the definition thereof in Section 17 of this Exhibit 2 and, without limiting any otherwise applicable waivers, each Auction Party agrees to waive any claim that may arise against any such party in connection with the development of such lists of Deliverable Obligations, except in the case of fraud or wilful misconduct on the part of such party.

14 Each Auction Party that is not a Participating Bidder agrees that neither Administrator will be liable to any party for any form of damages, whether direct, indirect, special or consequential, arising in connection with the performance of the relevant Administrator's duties under this Exhibit 2, and agrees to waive any claim that may arise against either Administrator in connection with the performance of the relevant Administrator's duties under this Exhibit 2, except in the case of fraud or wilful misconduct on the part of the relevant Administrator.

15 Each Adhering Party agrees that the Cash Settlement Date or the Cash Settlement Date in respect of each Affected Portion, as applicable, is February 18, 2009 (the "**Cash Settlement Date**").

16 Each Participating Bidder and each customer that submits either (a) a Customer Physical Settlement Request or (b) a Customer Limit Order Submission that is, in each case, accepted by such Participating Bidder agrees that any such Customer Physical Settlement Request and any such Customer Limit Order Submission will be treated by such customer and Participating Bidder as if such customer and Participating Bidder had entered into a bilateral agreement on terms equivalent to the Representative Auction-Settled Transaction (i) which shall be deemed to be governed by a master agreement and any credit support arrangements executed or otherwise in place between the customer and the Participating Bidder or if no such master agreement has been executed or is otherwise in place, by a deemed master agreement (including any credit support arrangements) between the Participating Bidder and the customer on substantially the same terms as the master agreement and credit support arrangements in place between the customer and the affiliate of the Participating Bidder that is such customer's normal trading counterparty (ii) for which the Floating Rate Payer Calculation Amount is equal to the Quotation Amount in respect of the relevant Customer Physical Settlement Request or Customer Limit Order Submission, as the case may be, and (iii) for which (A) the customer will be the Seller if the relevant Customer Physical Settlement Request is a Physical Settlement Buy Request or if the relevant Customer Limit Order Submission is a Limit Bid and (B) the customer will be the Buyer if the relevant Customer Physical Settlement Request is a Physical Settlement Sell Request or if the relevant Customer Limit

Order Submission is a Limit Offer; provided that (I) in the case of a Customer Limit Order Submission, one or more related Limit Order Submissions of the Participating Bidder are matched in order to form a Matched Limit Order Trade and (II) in the event that the Physical Settlement Request or one or more Limit Order Submissions, as applicable, of the Participating Bidder are matched in order to form a Matched Limit Order Trade that contains the highest Offer or the lowest Bid, as the case may be, the Quotation Amount of the Customer Physical Settlement Request or Customer Limit Order Submission, as applicable, will, if necessary, be reduced to reflect the size of the remaining Open Interest. Transactions entered into by and between customers and Participating Bidders in respect of Market Position Trades or Matched Limit Order Trades will not be conducted or effected by, or through, any Administrator.

17 References in this Exhibit 2 to the following terms have the meaning indicated below:

"**Adjustment Amount**" has the meaning set forth in Section 5(a) of this Exhibit 2.

"**Administrators**" means both Markit Group Limited and Creditex Securities Corp., acting together.

"**Auction Cancellation Date**" has the meaning set forth in Section 10(d) of this Exhibit 2.

"**Auction Cancellation Event**" has the meaning set forth in Section 10(d) of this Exhibit 2.

"**Auction Date**" means February 10, 2009.

"**Auction-Linked Cash Settled Transaction**" means, in respect of a Participating Bidder or a customer and a Nortel Entity, any Transaction (other than a Covered Transaction) all or any portion of which is linked to such Nortel Entity, to which such Participating Bidder or customer, as the case may be, or its affiliate is a party and which will be cash-settled (by bilateral agreement between the parties thereto) at the relevant Final Price determined pursuant to the auction procedures contemplated by this Exhibit 2.

"**Auction Party**" means any Participating Bidder, party to a Covered Transaction, party to an Auction-Linked Cash Settled Transaction or customer whose Customer Physical Settlement Request or Customer Limit Order Submission is taken into account in a Participating Bidder's Physical Settlement Request or Limit Order Submission.

"**Auction Settlement Committee**" means, in respect of each Auction, the entities that are Participating Bidders in respect of such Auction.

"**Best Half**" means the group of Matched Markets determined pursuant to Section 4(b) of this Exhibit 2.

"**Bid**" means an Inside Market Bid or a Limit Bid.

"**Bidding Agreement Letter**" means a letter agreement, substantially in the form of Exhibit 3 to this Protocol, executed and delivered to the Administrators and ISDA no later than 5:00 p.m. New York time on the Cut-off Date.

"**Cap Amount**" means 1% of par.

"**CDS Dealer**" means any entity (or any of its affiliates) appearing on the list of CDS Dealers published by ISDA on its website at [www.isda.org](http://www.isda.org) (or any successor website thereto) at 5:00 p.m. New York time on the Business Day immediately preceding the Final Price Determination Date for the purposes of this Protocol.

"**Common Event Determination Date**" means January 14, 2009.

**"Correction Deadline"** has the meaning set forth in Section 12(d) of this Exhibit 2.

**"Crossing Market"** means any Matched Market for which the Inside Market Bid is higher than the Inside Market Offer.

**"Customer Limit Order Submission"** means a Limit Bid or a Limit Offer (expressed as a percentage (in increments of one-eighth of one percentage point (e.g., 33.375%)) and for which a Quotation Amount is stated) submitted by a customer of a Participating Bidder to such Participating Bidder.

**"Customer Physical Settlement Request"** means a Physical Settlement Buy Request or a Physical Settlement Sell Request submitted by a customer of a Participating Bidder to such Participating Bidder and taken into account by such Participating Bidder in the Physical Settlement Request received by the Administrators from such Participating Bidder during the Initial Bidding Period.

**"Customer Physical Settlement Request Letter"** means a letter agreement, substantially in the form of Exhibit 5 to this Protocol, executed and delivered to the relevant Participating Bidder no later than 5:00 p.m. New York time on the Business Day prior to the Final Price Determination Date.

**"Cut-off Date"** means February 5, 2009.

**"Dealer Physical Settlement Request"** means a Physical Settlement Buy Request or a Physical Settlement Sell Request taking into account the Market Position of it and its affiliates only, submitted by a Participating Bidder and received by the Administrators during the Initial Bidding Period.

**"Dealer-Specific Market Position"** means, with respect to a customer and a Participating Bidder, such customer's Market Position with respect to its Covered Transactions and Auction-Linked Cash Settled Transactions only with such Participating Bidder and/or its affiliates (in aggregate) calculated by such customer in good faith.

**"Delayed Auction Date"** has the meaning set forth in Section 10(b) of this Exhibit 2.

**"Deliverable Obligation"** means:

(a) with respect to the Auction for Nortel Corp., any of the following Bonds:

<b>Issuer</b>	<b>Coupon</b>	<b>Maturity</b>	<b>ISIN</b>	<b>CUSIP</b>
Nortel Corp.	1.75	04/15/2012	US656568AC66	656568AC6
Nortel Corp.	1.75	04/15/2012	US656568AF97	656568AF9
Nortel Corp.	2.125	04/15/2014	US656568AE23	656568AE2
Nortel Corp.	2.125	04/15/2014	US656568AD40	656568AD4
Nortel Limited	10.75	07/15/2016	US656569AD23	656569AD2
Nortel Limited	LIBOR + 4.25	07/15/2011	US656569AK65	656569AK6
Nortel Limited	LIBOR + 4.25	07/15/2011	USC65614AC08	C65614AC0
Nortel Limited	10.75	07/15/2016	US656569AL49	656569AL4

Nortel Limited	10.125	07/15/2013	US656569AG53	656569AG5
Nortel Limited	10.125	07/15/2013	USC65614AB25	65614AB2
Nortel Limited	10.125	07/15/2013	US656569AE06	656569AE0
Nortel Limited	10.75	07/15/2016	USC65614AD80	65614AD8
Nortel Limited	10.75	07/15/2016	USC65614AA42	65614AA4
Nortel Limited	10.75	07/15/2016	US656569AB66	656569AB6

and (b) with respect to the Auction for Nortel Limited, any of the following Bonds:

Issuer	Coupon	Maturity	ISIN	CUSIP
Nortel Limited	10.75	07/15/2016	US656569AD23	656569AD2
Nortel Limited	LIBOR + 4.25	07/15/2011	US656569AK65	656569AK6
Nortel Limited	LIBOR + 4.25	07/15/2011	USC65614AC08	C65614AC0
Nortel Limited	10.75	07/15/2016	US656569AL49	656569AL4
Nortel Limited	10.125	07/15/2013	US656569AG53	656569AG5
Nortel Limited	10.125	07/15/2013	USC65614AB25	65614AB2
Nortel Limited	10.125	07/15/2013	US656569AE06	656569AE0
Nortel Limited	10.75	07/15/2016	USC65614AD80	65614AD8
Nortel Limited	10.75	07/15/2016	USC65614AA42	65614AA4
Nortel Limited	10.75	07/15/2016	US656569AB66	656569AB6
Nortel Limited	6.875	09/01/2023	US665815AH97	665815AH9
Nortel Networks Capital Corporation	7.875	06/15/2026	US665810AB31	665810AB3

"**Final Price**" means, with respect to an Auction, the price determined to be the Final Price with respect to the relevant Nortel Entity pursuant to Section 9(c) or (d) of this Exhibit 2.

"**Final Price Determination Date**" means the day the Final Price is determined.

"**Initial Bidding Period**" means (a) with respect to the Auction for Nortel Corp., any time between 9:00 a.m. and 9:15 a.m. New York time on the Auction Date and (b) with respect to the Auction for Nortel Limited, any time between 9:45 a.m. and 10:00 a.m. New York time on the Auction Date (in each case, the "**Originally Scheduled Initial Bidding Period**"), or, in each case, such period that lasts longer, or occurs later, as the Administrators may prescribe if they determine (in their sole and absolute discretion) that such modified period is required to preserve the integrity of the relevant Auction (in each case, the

**"Modified First Attempt Initial Bidding Period"**) or, with respect to any Auction, if the process described in Sections 3 and 4(a) and 4(b) of this Exhibit 2 must be repeated pursuant to Section 10 of this Exhibit 2, the fifteen minute period occurring two or four hours, as the case may be, after the relevant Originally Scheduled Initial Bidding Period or Modified First Attempt Initial Bidding Period, as applicable, on the Auction Date, or at such times on a subsequent Business Day as required under Section 10 of this Exhibit 2 (or at such other times as the Administrators, in their sole and absolute discretion, determine is necessary to implement the procedures described in this Exhibit 2), until the earlier of the Final Price Determination Date or the occurrence of an Auction Cancellation Event.

**"Inside Market Bid"** means a firm commitment by a Participating Bidder, submitted as part of a Valid Inside Market Submission, to enter as Seller (i.e., the party that has an obligation to accept delivery of Deliverable Obligations) into an agreement on terms equivalent to the Representative Auction-Settled Transaction for which the Floating Rate Payer Calculation Amount is the Inside Market Quotation Amount and at the Reference Price stated in the Valid Inside Market Submission.

**"Inside Market Midpoint"** means the price determined to be the Inside Market Midpoint pursuant to Section 4 of this Exhibit 2.

**"Inside Market Offer"** means a firm commitment by a Participating Bidder, submitted as part of a Valid Inside Market Submission, to enter as Buyer (i.e., the party that would deliver Deliverable Obligations) into an agreement on terms equivalent to the Representative Auction-Settled Transaction for which the Floating Rate Payer Calculation Amount is the Inside Market Quotation Amount and at the Reference Price stated in the Valid Inside Market Submission.

**"Inside Market Quotation Amount"** means (a) with respect to the Auction for Nortel Corp., US\$5,000,000 and (b) with respect to the Auction for Nortel Limited, US\$2,000,000.

**"Limit Bid"** means a firm commitment by a Participating Bidder, submitted as part of a Limit Order Submission, to enter as Seller (i.e., the party that has an obligation to accept delivery of Deliverable Obligations) into an agreement on terms equivalent to the Representative Auction-Settled Transaction for which the Floating Rate Payer Calculation Amount is the Quotation Amount stated in such Limit Order Submission and at the Reference Price stated in such Limit Order Submission.

**"Limit Offer"** means a firm commitment by a Participating Bidder, submitted as part of a Limit Order Submission, to enter as Buyer (i.e., the party that would deliver Deliverable Obligations) into an agreement on terms equivalent to the Representative Auction-Settled Transaction for which the Floating Rate Payer Calculation Amount is the Quotation Amount stated in such Limit Order Submission and at the Reference Price stated in such Limit Order Submission.

**"Limit Order Submission"** means a submission from a Participating Bidder (which may take into account any Customer Limit Order Submissions) received by the Administrators during the Subsequent Bidding Period of a Limit Bid and/or a Limit Offer expressed as a percentage (in increments of one-eighth of one percentage point (e.g., 35.375%)) and for which a Quotation Amount is stated.

**"Market Position"** means, in respect of a customer or a Participating Bidder and a Nortel Entity, the aggregate amount of Deliverable Obligations the relevant Participating Bidder or customer, as applicable, would have to buy or sell in order to obtain an identical risk profile with respect to both (a) all Covered Transactions that reference such Nortel Entity to which it or any of its affiliates is a party and for which every other party thereto is an Adhering Party and (b) all Auction-Linked Cash Settled Transactions that reference such Nortel Entity, after settlement under the Protocol compared to its risk profile before settlement under the Protocol, such risk profile to be determined without regard to whether the original transactions were documented as cash settled or physically settled transactions.

"**Market Position Trade**" has the meaning set forth in Section 6(a) of this Exhibit 2.

"**Matched Limit Order**" has the meaning set forth in Section 9(b) of this Exhibit 2.

"**Matched Limit Order Trade**" has the meaning set forth in Section 9(b) of this Exhibit 2.

"**Matched Market**" has the meaning set forth in Section 4(a) of this Exhibit 2.

"**Materiality Event**" means a Potential Materiality Event that has been determined to be a Materiality Event pursuant to Section 10(a) of this Exhibit 2.

"**Materiality Event Delayed Auction Date**" has the meaning set forth in Section 10(a) of this Exhibit 2.

"**Non-Tradeable Market**" means any Matched Market that is not a Tradeable Market.

"**Notice of Physical Settlement Date**" means the later to occur of (a) the thirtieth calendar day after the Common Event Determination Date (as adjusted in accordance with the Following Business Day Convention (as defined in the Credit Definitions)) and (b) the Business Day following the Final Price Determination Date.

"**Offer**" means any Limit Offer or any Inside Market Offer.

"**Open Interest**" means the difference between (a) the sum of all Quotation Amounts stated in each Physical Settlement Buy Request and (b) the sum of all Quotation Amounts stated in each Physical Settlement Sell Request.

"**Participating Bidder**" means any institution that submits a valid Bidding Agreement Letter no later than 5:00 p.m. New York time on the Cut-off Date.

"**Physical Settlement Buy Request**" means a firm commitment by a Participating Bidder (which shall take into account any valid Customer Physical Settlement Requests), received by the Administrators during the Initial Bidding Period, to enter, as Seller (i.e., the party that has an obligation to accept delivery of Deliverable Obligations), into an agreement on terms equivalent to the Representative Auction-Settled Transaction for which the Floating Rate Payer Calculation Amount (expressed as an outstanding principal balance rather than face amount of Deliverable Obligations) is the Quotation Amount stated in the Submission.

"**Physical Settlement Request**" means a Physical Settlement Buy Request or a Physical Settlement Sell Request submitted by a Participating Bidder and received by the Administrators during the Initial Bidding Period.

"**Physical Settlement Sell Request**" means a firm commitment by a Participating Bidder (which shall take into account any valid Customer Physical Settlement Requests), received by the Administrators during the Initial Bidding Period, to enter, as Buyer (i.e., the party that would deliver Deliverable Obligations), into an agreement on terms equivalent to the Representative Auction-Settled Transaction for which the Floating Rate Payer Calculation Amount (expressed as an outstanding principal balance rather than face amount of Deliverable Obligations) is the Quotation Amount stated in the Submission.

"**Potential Materiality Event**" means an event or news the occurrence of which has or could have a significant effect on the Final Price.

**"Pro Rata"** means that Participating Bidders' orders are matched proportionally with respect to the Quotation Amount of each such order and the total amount of orders that can be matched in the relevant part of an Auction.

**"Quotation Amount"** means the US\$ amount stated as the notional amount with respect to a particular Limit Bid, Limit Offer, Inside Market Bid, Inside Market Offer or Physical Settlement Request in a Participating Bidder's Submission, which amount in each case will be an integral multiple of US\$1,000.

**"Representative Auction-Settled Transaction"** means a Credit Derivative Transaction incorporating (i) the definitions and provisions contained in the Credit Definitions and (ii) (to the extent not inconsistent with the below) the terms applicable to a North American Corporate pursuant to the Credit Derivatives Physical Settlement Matrix (version 7 - September 22, 2008) published by ISDA, which Credit Derivative Transaction shall supplement, form a part of, and be subject to, the master agreement (including any credit support arrangements) in place between the parties thereto (and if no such master agreement is in place between the parties, an agreement in the form of the 2002 ISDA Master Agreement as if the parties had executed an agreement in such form (but without any Schedule except for the election of the laws of the State of New York as the governing law and USD as the Termination Currency on the Auction Date) and for which:

- (a) the Reference Entity is the relevant Nortel Entity;
- (b) the Settlement Method is Physical Settlement;
- (c) the Settlement Currency is USD;
- (d) the Calculation Agent City is New York;
- (e) the Event Determination Date is the Common Event Determination Date;
- (f) a Credit Event Notice and Notice of Publicly Available Information are deemed to have been effectively delivered on a timely basis;
- (g) all Fixed Amounts are deemed to have been paid when due;
- (h) the only Deliverable Obligations applicable are the obligations specified as Deliverable Obligations in this Protocol;
- (i) the Reference Price is the Final Price determined pursuant to this Exhibit 2;
- (j) the Calculation Agent is (i) if both parties to the Representative Auction-Settled Transaction are Participating Bidders, the Seller under such Representative Auction-Settled Transaction and (ii) if only one party to the Representative Auction-Settled Transaction is a Participating Bidder, such Participating Bidder; and
- (k) the following amendments are made to the Credit Definitions for purposes of the Representative Auction-Settled Transaction:
  - (i) Section 3.4 of the Credit Definitions is deleted and the following is inserted in its place:

""Notice of Physical Settlement" means a notice from Buyer to Seller (which may be by telephone and which shall be subject to the requirements regarding notices set forth in Section 1.10) that (i) irrevocably confirms that Buyer will settle the Credit Derivative Transaction and require performance in accordance with Physical Settlement as the

Settlement Method and (ii) contains a detailed description of the Deliverable Obligations that Buyer will, subject to Section 9.2(c)(ii), Deliver to Seller, including the outstanding principal balance or Due and Payable Amount of each such Deliverable Obligation to be Delivered and the information described in the form of Notice of Physical Settlement attached as Exhibit 4. Buyer may notify Seller (in the manner given as aforesaid) that Buyer is changing one or more Deliverable Obligations to be Delivered (to the extent such Deliverable Obligation has not previously been Delivered) or the detailed description thereof, but each such notice must be effective at or prior to 11:00 a.m. New York time on the Physical Settlement Date (determined without reference to any such change). Notwithstanding the foregoing, Buyer may correct any errors or inconsistencies in the detailed description of the Deliverable Obligations by notice to Seller (given as aforesaid) prior to the relevant Delivery Date.

If Buyer fails to deliver an effective Notice of Physical Settlement on or before the Notice of Physical Settlement Date, Buyer will have no right thereafter to deliver a Notice of Physical Settlement. If Buyer has not delivered an effective Notice of Physical Settlement, Seller will have the right, from but excluding the Notice of Physical Settlement Date to and including the fifteenth calendar day after the Notice of Physical Settlement Date, to deliver a notice to Buyer, which notice shall contain a detailed description of the Deliverable Obligations that Buyer will be required to Deliver to Seller, including the outstanding principal balance and/or Due and Payable Amount (the "**Principal Balance**") of each such Deliverable Obligation (the aggregate of such Principal Balances (or the equivalent Currency Amount) shall be equal to or less than the Floating Rate Payer Calculation Amount).

If Buyer delivers an effective Notice of Physical Settlement on or before the Notice of Physical Settlement Date but such Notice of Physical Settlement specifies Deliverable Obligations with a Principal Balance (or the equivalent Currency Amount) less than the Floating Rate Payer Calculation Amount, Seller will have the right, from but excluding the Notice of Physical Settlement Date to and including the fifteenth calendar day after the Notice of Physical Settlement Date, to deliver a notice to Buyer, which notice shall contain a detailed description of the additional Deliverable Obligations that Buyer will be required to Deliver to Seller, including the Principal Balance of each such Deliverable Obligation; provided that the aggregate specified Principal Balance (or the equivalent Currency Amount) shall be equal to or less than the amount by which the Floating Rate Payer Calculation Amount exceeds the aggregate Principal Balance (or the equivalent Currency Amount) of Deliverable Obligations specified in the Notice of Physical Settlement delivered by Buyer.

Any notice delivered by Seller pursuant to this Section 3.4 will include the information described in the form of Notice of Physical Settlement attached as Exhibit 4. Delivery of any such notice shall be deemed to be effective delivery of a Notice of Physical Settlement or an effective amendment to any Notice of Physical Settlement delivered by Buyer, as applicable. Buyer may not change any such notice, other than to correct errors or inconsistencies.

If the fifteenth calendar day after the Notice of Physical Settlement Date is not a Business Day, the last day on which Seller may deliver a notice described in this Section 3.4 shall be adjusted in accordance with the Following Business Day Convention.

If Buyer fails to deliver an effective Notice of Physical Settlement on or prior to the Notice of Physical Settlement Date, and Seller fails to deliver the relevant notice to Buyer on or prior to the fifteenth calendar day after the Notice of Physical Settlement Date (subject to adjustment in accordance with the Following Business Day Convention), then such fifteenth calendar day will be the Termination Date."

- (ii) Section 7.1 of the Credit Definitions is replaced with the following:

"If "Cash Settlement" is deemed to apply pursuant to Section 9.3, 9.4, 9.5 or 9.6, (a) if the Cash Settlement Amount is a positive number, Seller shall, subject to Section 3.1, pay the Cash Settlement Amount to Buyer on the Cash Settlement Date; and (b) if the Cash Settlement Amount is a negative number, Buyer shall, subject to Section 3.1, pay the absolute value of the Cash Settlement Amount to Seller on the Cash Settlement Date."

- (iii) Section 8.1 of the Credit Definitions is amended by replacing the words "Physical Settlement Amount" in the second paragraph thereof with the words "Floating Rate Payer Calculation Amount."

- (iv) Section 9.1(b) of the Credit Definitions is amended by deleting the word "and" from the end of Section 9.1(b)(iv), replacing the period at the end of Section 9.1(b)(v) with a semicolon and adding the following to the end of Section 9.1(b):

"(vi) each party has determined to enter into such Credit Derivative Transaction notwithstanding any information described in Section 9.1(b)(iv) above of which the other party may have possession, and notwithstanding that the other party may be contractually prohibited from disclosing or offering to disclose such information to it by virtue of any credit agreement or other agreement with a Reference Entity, any Affiliate of a Reference Entity, any Underlying Obligor or any other person or entity having obligations relating to a Reference Entity or any Underlying Obligor or otherwise; and

(vii) neither party shall have any liability to the other party (or its officers, directors, agents, partners, members, controlling entities or employees) and each party waives and releases any claims that it might have against the other party (or its officers, directors, agents, partners, members, controlling entities or employees) whether under applicable securities laws or otherwise, with respect to the nondisclosure of any information described in Section 9.1(b)(iv) above in connection with such Credit Derivative Transaction; provided, however, that such information does not and shall not affect the truth or accuracy of any representation made by such party herein or in the Confirmation for such Credit Derivative Transaction."

- (v) Section 9.8(a) of the Credit Definitions is replaced with the following:

"(a) "Cash Settlement Amount" is deemed to be, for each Undeliverable Obligation, Undeliverable Loan Obligation, Undeliverable Participation or Unassignable Obligation, the aggregate of (A) the outstanding principal balance, Due and Payable Amount or Currency Amount, as applicable, of each Undeliverable Obligation, Undeliverable Loan Obligation, Undeliverable Participation or Unassignable Obligation multiplied by (B) the Reference Price minus the Final Price with respect to such Undeliverable Obligation, Undeliverable Loan Obligation, Undeliverable Participation or Unassignable Obligation."

- (vi) Section 9.8(c) of the Credit Definitions is amended by deleting the words "and 'Reference Price' is deemed to be one hundred per cent".
- (vii) Section 9.9 of the Credit Definitions is amended by deleting the second sentence of the penultimate paragraph and replacing it with the following:

"On the third Business Day following such notice, Buyer will be deemed to have Delivered an outstanding principal balance of the Deliverable Obligations specified in the Notice of Physical Settlement for which a Buy-in Price was determined and Buyer will pay to Seller an amount equal to (A) the outstanding principal balance of the Deliverable Obligations specified in the Notice of Physical Settlement, multiplied by (B) the excess, if any, of the Buy-in Price over the Final Price, plus (C) any reasonable brokerage costs incurred by Seller in connection with any purchases by it of the Relevant Bonds as part of the buy-in."
- (viii) Section 9.10(a) of the Credit Definitions is amended by adding the following at the beginning of the section: "This section 9.10(a) will not be applicable if Seller delivers a notice that is deemed to effect delivery of a Notice of Physical Settlement instead of Buyer delivering a Notice of Physical Settlement."
- (ix) Section 9.10(b) of the Credit Definitions is amended by deleting the following from the thirteenth line thereof: "at a price (expressed as a percentage) less than the Reference Price".

**"Rounding Convention"** means that, if a Participating Bidder's order is matched in an amount that is not an integral multiple of US\$1,000, then the amount to be so matched will be rounded down to the nearest US\$1,000. The difference between the total amounts of all orders having been filled Pro Rata and the total of all rounded down amounts will be allocated US\$1,000 at a time to Participating Bidders in order, beginning with the Participating Bidder with the order stating the largest Quotation Amount at the same price. In the event that there are Participating Bidders with identical orders of such type, US\$1,000 amounts will be allocated first to the Participating Bidder whose orders were received first by the Administrators.

**"Submission"** means, with respect to a Participating Bidder, any Valid Inside Market Submission, Limit Order Submission or Physical Settlement Request submitted by such Participating Bidder to the Administrators.

**"Subsequent Bidding Period"** means (a) with respect to the Auction for Nortel Corp., any time between 1:00 p.m. and 1:15 p.m. New York time on the Auction Date and (b) with respect to the Auction for Nortel Limited, any time between 1:45 p.m. and 2:00 p.m. New York time on the Auction Date (in each case, the **"Originally Scheduled Subsequent Bidding Period"**), or, in each case, such period that lasts longer, or occurs later, as the Administrators may prescribe if they determine (in their sole and absolute discretion) that a such modified period is required to preserve the integrity of the relevant Auction (in each case, the **"Modified First Attempt Subsequent Bidding Period"**) or, with respect to any Auction, if the process described in Sections 3 and 4(a) and 4(b) of this Exhibit 2 must be repeated pursuant to Section 10 of this Exhibit 2, the fifteen minute period occurring two or four hours, as the case may be, after the relevant Originally Scheduled Subsequent Bidding Period or Modified First Attempt Subsequent Bidding Period, as applicable, on the Auction Date, or at such times on a subsequent Business Day as required under Section 10 of this Exhibit 2 (or at such other times as the Administrators, in their sole and absolute discretion, determine is necessary to implement the procedures described in this Exhibit 2), until the earlier of the Final Price Determination Date or the occurrence of an Auction Cancellation Event. If any portion of any Subsequent Bidding Period would occur after 7:00 p.m. New York time on the relevant day, then the relevant Subsequent Bidding Period will be (i) with

respect to the Auction for Nortel Corp., any time between 9:00 a.m. and 9:15 a.m. New York time on the subsequent Business Day and (ii) with respect to the Auction for Nortel Limited, any time between 9:45 a.m. and 10:00 a.m. New York time on the subsequent Business Day or, in each case, such period that lasts longer, or occurs later, as the Administrators may prescribe if they determine (in their sole and absolute discretion) that such modified period is required to preserve the integrity of the relevant Auction; provided that the Administrators shall ensure that such modified period in respect of one Nortel Entity does not overlap with any bidding period in respect of the other Nortel Entity.

**"Touching Market"** means any Matched Market for which the Inside Market Bid and Inside Market Offer are equal.

**"Tradeable Market"** means any Matched Market that is a Crossing Market or a Touching Market.

**"Unmatched Limit Order"** has the meaning set forth in Section 8 of this Exhibit 2.

**"Valid Inside Market Submission"** means a submission from a Participating Bidder received by the Administrators during the Initial Bidding Period of both an Inside Market Bid and an Inside Market Offer, each expressed as a percentage (in increments of one-eighth of one percentage point (e.g., 35.375%)), which do not differ from one another by more than 2.00% of par, and for which the Inside Market Bid is not greater than or equal to the Inside Market Offer.

**Form of Bidding Agreement Letter**

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**[Letterhead of Participating Bidder]**

**[Date]**

**Markit Group Limited**

**Send to: [cea@markit.com](mailto:cea@markit.com)**

**Creditex Securities Corp.**

**Send to: [CEF@creditex.com](mailto:CEF@creditex.com)**

**International Swaps and Derivatives Association, Inc.**

**Send to: [NortelProtocol@isda.org](mailto:NortelProtocol@isda.org)**

Dear Sirs,

We write to inform you that we wish to be a "Participating Bidder" in respect of the Auctions occurring pursuant to the 2009 Nortel Entities CDS Protocol, as published by the International Swaps and Derivatives Association, Inc. on February 2, 2009 (the "**Protocol**"), in respect of Nortel Corp. and Nortel Limited, respectively. Capitalized terms used in this letter but not defined herein have the meanings specified in the Protocol.

We hereby notify you that it is our intention that, pursuant to the terms of the Protocol at the time of submission, any Dealer Physical Settlement Request we submit will, to the best of our knowledge and belief, be in the same direction as and will not exceed our Market Position.

By signing and returning this Bidding Agreement Letter to you, we represent that:

- (a) from time to time we regularly trade in one or more obligations of the types of obligations listed under the definition of "Deliverable Obligation" in Exhibit 2 to the Protocol in the secondary market or we regularly trade credit default swaps with Nortel Corp. and/or Nortel Limited as Reference Entities;
- (b) we are, or our affiliate is, a CDS Dealer, as defined in the Protocol;
- (c) none of our affiliates has previously submitted a Bidding Agreement Letter to you; and
- (d) we are not, as of the date of this letter, subject to any requirement that would make it impossible or illegal for us to deliver or accept delivery of any of the Deliverable Obligations.

In addition, we agree that neither Administrator shall be liable to us for any indirect, special or consequential damages resulting from our participation in the Auctions (including any Adjustment Amounts involving our Bid or Offer), and that each Administrator's maximum cumulative liability for direct and any other damages arising out of our participation in the Auctions (including any Adjustment Amounts), other than damages resulting from gross negligence, wilful misconduct or breach of representations made to the Participating Bidders in Creditex Securities Corp.'s letter to the Participating Bidders dated on or about February 5, 2009 on the part of such Administrator, is limited to US\$10,000 in the aggregate per Auction.

We agree to abide by the terms of the Auction Methodology set out in Exhibit 2 to the Protocol, including, for the avoidance of doubt, Section 12 of such Exhibit 2.

We also agree to pay to ISDA (i) our share of any fees payable by ISDA to the Administrators or to ISDA's legal advisors in connection with the administration of the Auctions or the development of the relevant lists of Deliverable Obligations and (ii) any Adjustment Amounts payable by us pursuant to the terms of the Protocol (such fees together with any such Adjustment Amounts, "**Auction Costs**"). We agree to pay any Auction Costs to ISDA within twenty-one (21) days of receipt of a written invoice submitted by ISDA for such Auction Costs.

Our contact details for purposes of this Bidding Agreement Letter are:

Name: [●]  
Address: [●]  
Telephone: [●]  
Fax: [●]  
E-mail: [●]

Our contact details for purposes of receiving any invoices relating to Auction Costs are:

Name: [●]  
Address: [●]  
Telephone: [●]  
Fax: [●]  
E-mail: [●]

We consent to the publication of the conformed copy of this letter by ISDA and to the disclosure by ISDA of the contents of this letter.

Yours faithfully,

[PARTICIPATING BIDDER]<sup>2</sup>

By:

Name:
Title:
Signature:

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<sup>2</sup> Specify legal name of Participating Bidder.

**Form of Notice of Physical Settlement**

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Attention: [client contact]  
By Fax: [facsimile]  
By Phone: [telephone]

[CLIENT]

Dear Sirs

**NOTICE OF PHYSICAL SETTLEMENT**

Credit Derivative Transaction Details:<sup>3</sup> Representative Auction-Settled Transaction in respect of [●]<sup>4</sup>, formed pursuant Exhibit 2 of the 2009 Nortel Entities CDS Protocol published by the International Swaps and Derivatives Association, Inc. on February 2, 2009 (the "**Protocol**") entered into between [SELLER], as Seller (i.e., the party identified by the Auction Administrators as having an obligation to accept Delivery of Deliverable Obligations), and [BUYER] as Buyer (i.e., the party identified by the Auction Administrators as having the obligation to Deliver Deliverable Obligations), and for which the Floating Rate Payer Calculation Amount is USD [●]<sup>5</sup>.

Reference is made to the Credit Derivative Transaction described above (the "**Transaction**").

- (1) Pursuant to Exhibit 2 to the Protocol, the Event Determination Date for the Transaction is the Common Event Determination Date and a Credit Event Notice and Notice of Publicly Available Information are deemed to have been effectively delivered on a timely basis.
- (2) Any capitalized term not otherwise defined in this letter will have the meaning, if any, assigned to such term in the Protocol or, if no meaning is specified therein, in the 2003 ISDA Credit Derivatives Definitions, as published by the International Swaps and Derivatives Association, Inc.
- (3) We hereby confirm that we will settle the Transaction and require performance by you in accordance with the Physical Settlement Method. Subject to the terms of the Transaction, we will deliver to you on or before the Physical Settlement Date the following Deliverable Obligations against payment of the Floating Rate Payer Calculation Amount multiplied by the Final Price of [●]<sup>6</sup>:

- **Outstanding Principal Balance:** [●]
- **Primary Obligor:** [●]
- **Maturity:** [●]

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<sup>3</sup> These Transactions Details will need to be adjusted appropriately where this form is used in respect of a transaction between a customer and a Participating Bidder.

<sup>4</sup> Insert reference to the relevant Nortel Entity.

<sup>5</sup> The Quotation Amount of the Transaction identified by Auction Administrators or, in the case of a Representative Auction-Settled Transaction between a Participating Bidder and a customer, the amount specified by such Participating Bidder.

<sup>6</sup> Adjustment of this provision will be required where Buyer is delivering Deliverable Obligations with a Principal Balance equal to less than the relevant Floating Rate Payer Calculation.

- **Coupon:** [●]

- **CUSIP:** [●]

- **Type:** [Bond/Loan]

(4) This letter shall be governed by and interpreted in accordance with laws of the State of New York (without reference to choice of law doctrine).

Very truly yours,

[ ]

By: \_\_\_\_\_

Name:

Title:

**Form of Customer Physical Settlement Request Letter**

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[Letterhead of Customer]

[Date]

**Send to: [Participating Bidder]**

Dear Sirs,

We write to inform you that we wish to submit a Customer Physical Settlement Request as defined in the Auction Methodology included as part of the 2009 Nortel Entities CDS Protocol published by the International Swaps and Derivatives Association, Inc. on February 2, 2009 (the "**Protocol**"), in respect of [●]<sup>7</sup>. Capitalized terms used in this letter but not defined herein have the meanings specified in the Protocol.

By signing and returning this Customer Physical Settlement Request Letter to you, we represent that:

- (a) the Customer Physical Settlement Request set out below is to the best of our knowledge and belief, in the same direction as and (when aggregated with all Customer Physical Settlement Requests submitted by us to one or more Participating Bidders) not in excess of our Market Position; and
- (b) we are not, as of the date of this letter, subject to any requirement that would make it impossible or illegal for us to deliver or accept delivery of any of the Deliverable Obligations.

The Customer Physical Settlement Request is a Physical Settlement [Buy][Sell] Request of USD [●].

Our contact details for purposes of this Customer Physical Settlement Request Letter are:

Name: [●]

Address: [●]

Telephone: [●]

Fax: [●]

E-mail: [●]

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<sup>7</sup> Insert reference to the relevant Nortel Entity.

Yours faithfully,

[CUSTOMER]<sup>8</sup>

By:

Name:
Title:
Signature:

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<sup>8</sup> Specify legal name of customer.

## SCHEDULE 1

### (1) Amendments affecting all Covered Transactions

With effect from the later of (a) the Common Event Determination Date and (b) the Trade Date in respect of the relevant Covered Transaction, the Documentation relating to each Covered Transaction shall be modified as follows. To the extent any provision of the Credit Definitions or the Documentation relating to each Covered Transaction is inconsistent with the terms of this Schedule 1, the terms of this Schedule 1 shall govern.

- (a) *Effect of Actual Notices.* Except with respect to any Affected Transaction, any Credit Event Notice, Notice of Publicly Available Information or Notice of Physical Settlement delivered with respect to the relevant Nortel Entity or the relevant Affected Portion shall be deemed revoked, and neither party shall have any obligations with respect to any such notice.
- (b) *No Additional Notice Deliveries.* Except for the deemed notices provided in clause (c) below and notices with respect to any Affected Transactions, each party agrees not to deliver any Credit Event Notice, Notice of Publicly Available Information or Notice of Physical Settlement with respect to the relevant Nortel Entity or the relevant Affected Portion, and any such notice delivered shall be void and have no effect. Further, notwithstanding the provisions of the Credit Definitions or the Documentation relating to each Covered Transaction, the Calculation Agent will not be obligated to provide any notice with respect to Quotations or the calculation of the Final Price, the Cash Settlement Amount, losses (including aggregate losses) or recoveries (including aggregate recoveries) (or any analogous concepts in the relevant Documentation).
- (c) *Satisfaction of Conditions to Settlement.*
  - (i) Except with respect to any Affected Transaction, a Notifying Party shall be deemed to have delivered a Credit Event Notice with respect to the relevant Nortel Entity or the relevant Affected Portion and a Notice of Publicly Available Information, which notice in each case is effective as of the Common Event Determination Date and satisfies the requirements of the documentation governing the relevant Covered Transaction.
  - (ii) The Conditions to Settlement in each Covered Transaction are amended by eliminating any requirement that Buyer deliver a Notice of Physical Settlement with respect to the relevant Nortel Entity. Accordingly, the Conditions to Settlement with respect to the relevant Nortel Entity or the relevant Affected Portion are deemed satisfied (A), with respect to a Covered Transaction that is not an Affected Transaction, on the later of (I) the Common Event Determination Date and (II) the Trade Date, and (B), with respect to an Affected Transaction, on the Event Determination Date determined under the relevant Covered Transaction.
- (d) *Settlement Terms.* The Covered Transaction or the relevant Affected Portion thereof, as applicable, shall settle as if the Settlement Method specified in the Documentation were Cash Settlement, subject to the following:
  - (i) The Final Price will be determined as described in the Auction Methodology, with the Final Price Determination Date as the Single Valuation Date.
  - (ii) In respect of each Covered Transaction that is not a Covered Portfolio Swaption, (A) the Cash Settlement Date under the Covered Transaction or the Cash Settlement Date in respect of the relevant Affected Portion, as applicable, shall be the Cash Settlement Date specified in the Auction Methodology, and (B) in respect of each Covered Portfolio Swaption, the Cash Settlement Date shall be as set out under clause (f) "Portfolio Swaptions" below.

- (e) If an Auction Cancellation Event occurs in respect of a Nortel Entity, subsections (b), (c)(ii) and (d) above shall be rescinded and have no further effect for purposes of any Covered Transaction that references such Nortel Entity. For the avoidance of doubt, if an Auction Cancellation Event occurs in respect of a Nortel Entity, a party may deliver a Notice of Physical Settlement or any other relevant notice with respect to any Covered Transaction that references such Nortel Entity in accordance with the relevant documentation and settle such Covered Transaction in accordance with the relevant documentation; provided that the reference to the "Event Determination Date" in Section 3.4 of the Credit Definitions shall be deemed to refer to the relevant Auction Cancellation Date.

**(2) Amendments affecting particular Covered Transactions**

Provided that an Auction Cancellation Event does not occur, with effect from the Final Price Determination Date, the Documentation relating to each Covered Transaction specified below shall be modified additionally, as follows:

- (a) **Single name CDS transactions.** The Documentation relating to each Covered Transaction that is a Single Name CDS Transaction or a Single Name Constant Maturity Swap Transaction is amended as follows:
  - (i) **Accruals.** Notwithstanding anything to the contrary in the documentation governing the Covered Transaction, (A) if the first Fixed Rate Payer Payment Date after the Common Event Determination Date occurs (or would have occurred but for the Credit Event) before the Cash Settlement Date, (1) the Fixed Rate on the Covered Transaction shall accrue to but excluding such Fixed Rate Payer Payment Date (or, if such Fixed Rate Payer Payment Date is the Scheduled Termination Date, to and including such Scheduled Termination Date) for purposes of the payment due on that date and (2) a rebate of such Fixed Rate accrual on the Covered Transaction for the period from but excluding the Common Event Determination Date to but excluding such Fixed Rate Payer Payment Date (or, if such Fixed Rate Payer Payment Date is the Scheduled Termination Date, to and including such Scheduled Termination Date) will be paid by Seller to Buyer on the Cash Settlement Date; or (B) if the first Fixed Rate Payer Payment Date after the Common Event Determination Date occurs (or would have occurred but for the Credit Event) on or after the Cash Settlement Date, (1) the Fixed Rate on the Covered Transaction shall accrue to and including the Common Event Determination Date, and (2) the resulting Fixed Amount in respect of the relevant Nortel Entity shall be paid on the Cash Settlement Date, with no rebate.
- (b) **Untranchcd transactions.** The Documentation relating to each Covered Transaction that is a Covered CDX Untranchcd Transaction, a Bespoke Untranchcd Portfolio Transaction or a First to Default Transaction is amended as follows:
  - (i) **Accruals.** Notwithstanding anything to the contrary in the documentation governing the Covered Transaction, (A) if the first Fixed Rate Payer Payment Date after the Common Event Determination Date occurs (or would have occurred but for the Credit Event) before the Cash Settlement Date, (1) the Fixed Rate on the Covered Transaction or the relevant Affected Portion thereof, as applicable, shall accrue to but excluding such Fixed Rate Payer Payment Date (or, if such Fixed Rate Payer Payment Date is the Scheduled Termination Date, to and including such Scheduled Termination Date) for purposes of the payment due on that date and (2) a rebate of such Fixed Rate accrual on the Covered Transaction or the relevant Affected Portion thereof, as applicable, for the period from but excluding the Common Event Determination Date to but excluding such Fixed Rate Payer Payment Date (or, if such Fixed Rate Payer Payment Date is the Scheduled Termination Date, to and including such Scheduled Termination Date) will be paid by Seller to Buyer on the Cash Settlement Date; or (B) if the first Fixed Rate Payer Payment Date after the Common Event Determination Date occurs (or would have occurred but

for the Credit Event) on or after the Cash Settlement Date, (1) the Fixed Rate on the Covered Transaction or the relevant Affected Portion thereof, as applicable, shall accrue to and including the Common Event Determination Date, and (2) the resulting Fixed Amount in respect of the relevant Nortel Entity shall be paid on the Cash Settlement Date, with no rebate.

(c) ***Tranched transactions based on Index Documentation.*** The Documentation relating to Covered Transactions that are tranched transactions based on Index Documentation, including Covered CDX Tranched Transactions, Bespoke Tranched Portfolio Transactions, Interest Only Transactions, Portfolio Constant Maturity Swap Transactions and Principal Only Transactions, is amended as follows:

- (i) ***Accruals.*** Notwithstanding anything to the contrary in the Documentation governing the Covered Transaction, (A) if a Fixed Rate Payer Payment Date occurs (or would have occurred but for the Credit Event) in the period from but excluding the Common Event Determination Date to but excluding the Cash Settlement Date, (1) the Fixed Rate shall accrue as if no Credit Event had occurred with respect to the relevant Nortel Entity to but excluding such Fixed Rate Payer Payment Date (or, if such Fixed Rate Payer Payment Date is the Scheduled Termination Date, to and including such Scheduled Termination Date) for purposes of the payment due on that date and (2) without duplication of any rebate payable under the Documentation governing such Covered Transaction, a rebate of such Fixed Rate accrual on the relevant Affected Portion of the Covered Transaction equal to the reduction in the Outstanding Swap Notional Amount for the Incurred Loss Amount (if any) and/or Incurred Recovery Amount (if any) with respect to the relevant Nortel Entity for the period (if any) from and including the calendar day immediately following the Common Event Determination Date to but excluding such Fixed Rate Payer Payment Date (or, if such Fixed Rate Payer Payment Date is the Scheduled Termination Date, to and including such Scheduled Termination Date) will be paid by Seller to Buyer on the Cash Settlement Date; or (B) if no Fixed Rate Payer Payment Date occurs (or would have occurred but for the Credit Event) in the period from but excluding the Common Event Determination Date to but excluding the Cash Settlement Date and the first Fixed Rate Payer Payment Date after the Common Event Determination Date occurs (or would have occurred but for the Credit Event) on or after the Cash Settlement Date, (1) the Fixed Rate shall accrue as if an Event Determination Date with respect to the relevant Nortel Entity had occurred on the Common Event Determination Date, (2) a Fixed Amount accrual in respect of the reduction in the Outstanding Swap Notional Amount for the Incurred Loss Amount (if any) and/or Incurred Recovery Amount (if any) with respect to the relevant Affected Portion for the relevant Fixed Rate Payer Calculation Period through and including the Common Event Determination Date shall be paid on the Cash Settlement Date and (3) the Fixed Amount accrual payable on such Fixed Rate Payer Payment Date shall be calculated as if the Outstanding Swap Notional Amount were reduced by the Incurred Loss Amount (if any) and/or the Incurred Recovery Amount (if any) with respect to the relevant Nortel Entity on the first day of the relevant Fixed Rate Payer Calculation Period, with no rebate.
- (ii) ***Settlement Terms.*** Unless an Auction Cancellation Event occurs, the relevant Affected Portion shall settle in accordance with the Documentation, subject to the following:
  - (A) To the extent applicable in the Documentation, Buyer will be deemed to have Delivered the Selected Obligation with an outstanding principal balance having a Currency Amount equal to the Reference Entity Notional Amount on the Auction Date.
  - (B) To the extent applicable in the Documentation, Seller will not be obligated to pay the related Market Value Amount or Estimated Amount (or any similarly defined amount), as applicable, and neither party will have any obligation to pay any Adjustment Amount (or any similarly defined amount) in connection with such deemed Delivery.

- (iii) *Cash-settled only tranching transactions based on Index Documentation.* If the Documentation relating to any tranching transaction based on Index Documentation specifies Cash Settlement, as modified by the parties, as the sole Settlement Method, the terms of this Schedule 1 shall be construed in respect of such transaction (and, with respect to Covered CDX Tranching Transactions, after taking into account any differences between the relevant Documentation and the form documentation published by CDS IndexCo LLC in April 2005 or March 2007) to effectuate the parties' intent that, other than in the case of an Auction Cancellation Event, the Final Price, determined as described in the Auction Methodology set forth in Exhibit 2 to this Protocol, be used to determine the amounts, if any, payable by and/or other rights and obligations of the parties with respect to the settlement of the relevant Affected Portion.
- (d) ***Tranching transactions not based on Index Documentation.*** The Documentation relating to Covered Transactions that are tranching transactions not based on Index Documentation, including Bespoke Tranching Portfolio Transactions, Interest Only Transactions, Portfolio Constant Maturity Swap Transactions and Principal Only Transactions, is amended as follows:
- (i) *Accruals.* Notwithstanding anything to the contrary in the documentation governing the Covered Transaction, (A) if a Fixed Rate Payer Payment Date occurs (or would have occurred but for the Credit Event) in the period from but excluding the Common Event Determination Date to but excluding the Cash Settlement Date, (1) the Fixed Rate shall accrue as if no Credit Event had occurred with respect to the relevant Nortel Entity to but excluding such Fixed Rate Payer Payment Date (or, if such Fixed Rate Payer Payment Date is the Scheduled Termination Date, to and including such Scheduled Termination Date) for purposes of the payment due on that date and (2) without duplication of any rebate payable under the Documentation governing such Covered Transaction, a rebate of such Fixed Rate accrual on the relevant Affected Portion of the Covered Transaction equal to the reduction in the Outstanding Swap Notional Amount (or analogous concept under the relevant Documentation) for the Incurred Loss Amount (or analogous concept under the relevant Documentation), if any, and/or Incurred Recovery Amount (or analogous concept under the relevant Documentation), if any, with respect to the relevant Affected Portion for the period (if any) from and including the calendar day immediately following the Common Event Determination Date to but excluding such Fixed Rate Payer Payment Date (or, if such Fixed Rate Payer Payment Date is the Scheduled Termination Date, to and including such Scheduled Termination Date) will be paid by Seller to Buyer on the Cash Settlement Date; or (B) if no Fixed Rate Payer Payment Date occurs (or would have occurred but for the Credit Event) in the period from but excluding the Common Event Determination Date to but excluding the Cash Settlement Date, and the first Fixed Rate Payer Payment Date after the Common Event Determination Date occurs (or would have occurred but for the Credit Event) on or after the Cash Settlement Date, (1) the Fixed Rate shall accrue as if an Event Determination Date with respect to the relevant Nortel Entity had occurred on the Common Event Determination Date, (2) a Fixed Amount accrual in respect of the reduction in the Outstanding Swap Notional Amount (or analogous concept under the relevant Documentation) for the Incurred Loss Amount (or analogous concept under the relevant Documentation), if any, and/or Incurred Recovery Amount (or analogous concept under the relevant documentation), if any, with respect to the relevant Affected Portion for the relevant Fixed Rate Payer Calculation Period through and including the Common Event Determination Date shall be paid on the Cash Settlement Date and (3) the Fixed Amount accrual payable on such Fixed Rate Payer Payment Date shall be calculated as if the Outstanding Swap Notional Amount (or analogous concept under the relevant Documentation) were reduced by the Incurred Loss Amount (or analogous concept under the relevant Documentation), if any, and/or the Incurred Recovery Amount (or analogous concept under the relevant Documentation), if any, with respect to the relevant Nortel Entity on the first day of the relevant Fixed Rate Payer Calculation Period, with no rebate. Notwithstanding anything to the contrary in the relevant documentation, the Cash Settlement

Amount (if any) in respect of the relevant Affected Portion shall be payable on the Cash Settlement Date determined pursuant to this Protocol.

- (e) **Recovery Lock Transactions.** The Documentation relating to each Covered Transaction that is a Recovery Lock Transaction is amended as follows:
- (i) *Accruals.* Notwithstanding anything to the contrary in the Documentation, the final Fixed Rate Payer Calculation Period in respect of the Fixed Amount payable in respect of the relevant Nortel Entity shall end on, and include, the Common Event Determination Date and the resulting Fixed Amount shall be paid on the Cash Settlement Date.
  - (ii) *Satisfaction of Conditions to Settlement.* The Conditions to Settlement in each Recovery Lock Transaction are further amended by eliminating any reference to Seller's right to deliver any notice to Buyer as a result of Buyer failing to deliver a Notice of Physical Settlement.
  - (iii) *Settlement Terms.* Unless an Auction Cancellation Event occurs, and notwithstanding anything to the contrary in the Documentation specifying Physical Settlement or Partial Cash Settlement, the relevant Nortel Entity or relevant Affected Portion, as applicable, shall settle as if Cash Settlement were deemed to apply pursuant to Section 9.3, 9.4, 9.5 or 9.6 of the Credit Definitions, but shall otherwise settle in accordance with the relevant Documentation, provided that the Final Price will be determined as described in the Auction Methodology set forth in Exhibit 2 to this Protocol and, notwithstanding Section 7.4 of the Credit Definitions, the Calculation Agent will not be obligated to provide any notice with respect to Quotations or the calculation of such Final Price.
- (f) **First to Default Transactions.** The Documentation relating to each Covered Transaction that is a First to Default Transaction is amended as follows:
- (i) *Satisfaction of Conditions to Settlement.* The amendments to the Documentation set forth in (1)(c)(ii) above will be effected so that (A) an Event Determination Date will be deemed to have occurred with respect to the relevant Nortel Entity on (I) with respect to a First to Default Transaction that is not an Affected Transaction, the Common Event Determination Date or (II) with respect to an Affected Transaction, the Event Determination Date and (B) the Conditions to Settlement for the Covered Transaction shall be deemed to be satisfied on (I) with respect to a First to Default Transaction that is not an Affected Transaction, the later of (1) the Common Event Determination Date and (2) the Trade Date or (II) with respect to an Affected Transaction only, the Event Determination Date determined under the relevant Covered Transaction.
- (g) **Nth to Default Transactions.** The Documentation relating to each Covered Transaction that is an Nth to Default Transaction is amended as follows:
- (i) *Accruals.* Notwithstanding anything to the contrary in the Documentation, the final Fixed Rate Payer Calculation Period in respect of the Fixed Amount payable in respect of the relevant Nortel Entity shall end on, and include, the Common Event Determination Date and the resulting Fixed Amount shall be paid on the Cash Settlement Date.
  - (ii) *Satisfaction of Conditions to Settlement.* The amendments to the Documentation set forth in (1)(c)(ii) above will be effected so that (A) an Event Determination Date will be deemed to have occurred with respect to the relevant Nortel Entity on (I) with respect to an Nth to Default Transaction that is not an Affected Transaction, the Common Event Determination Date or (II) with respect to an Affected Transaction, the Event Determination Date and (B) the Conditions to Settlement for the Covered Transaction shall be deemed to be satisfied on (I) with respect to an Nth to Default Transaction that is not an Affected Transaction, the later of (1) the Common Event Determination Date and (2) the Trade Date or (II) with respect to an Affected Transaction only, the Event Determination Date determined under the relevant Covered Transaction.

- (h) **Single Name Swaptions.** The Documentation relating to each Covered Transaction that is a Single Name Swaption is amended as follows:
- (i) **No Additional Notice Deliveries.** Without prejudice to the application of clause 1(c) above, each party agrees not to deliver any Credit Event Notice, Notice of Publicly Available Information or Notice of Physical Settlement with respect to the relevant Nortel Entity, and any such notice delivered shall be void and have no effect.
  - (ii) **Satisfaction of Conditions to Settlement.** A "Knock-Out Credit Event" (or similar term, as applicable, in the relevant Documentation) will be deemed to have occurred with respect to the relevant Nortel Entity and the Single Name Swaption shall be deemed to be terminated.
- (i) **Portfolio Swaptions.** The Documentation relating to each Covered Transaction that is a Portfolio Swaption is amended to provide that (x) no Accrued Amount in respect of the relevant Affected Portion will be deducted from the Strike Adjustment Amount ("Accrued Amount" and "Strike Adjustment Amount" having the meanings specified in the Swaption template (Master Confirmation as Underlying) published by CDS IndexCo LLC, dated March 20, 2007, or, if the relevant Portfolio Swaption is documented under another form of Documentation, meanings analogous thereto, to the extent applicable) and (y) the related Underlying CDS is deemed to be amended as follows:
- (i) **Accruals.** Notwithstanding anything to the contrary in the Documentation for the relevant Portfolio Swaption or the documentation for the underlying credit default swap, (A) if the Portfolio Swaption is effectively exercised on or prior to the third Business Day prior to the Cash Settlement Date (x) the seller of protection in the underlying transaction will pay to the buyer of protection in the underlying transaction, on the third business day after the day on which such Portfolio Swaption is effectively exercised, the Fixed Amount in respect of the relevant Nortel Entity (as defined in the documentation for the underlying credit default swap transaction) for the Fixed Rate Payer Calculation Period beginning on the Fixed Rate Payer Payment Date for the underlying transaction immediately prior to the date on which the Portfolio Swaption is effectively exercised and ending on, and including, the Common Event Determination Date and (y) the buyer of protection in the underlying transaction will not pay to the seller in such underlying transaction any Fixed Amount in respect of the relevant Nortel Entity and (B) if the Portfolio Swaption is effectively exercised after the third Business Day prior to the Cash Settlement Date, neither party will pay to the other any Fixed Amount in respect of the relevant Nortel Entity.
  - (ii) **Settlement Terms.** Unless an Auction Cancellation Event occurs, and notwithstanding anything to the contrary in the documentation for the underlying credit default swap that may specify Physical Settlement or Partial Cash Settlement, the relevant Affected Portion shall settle as if the Settlement Method specified in such documentation were Cash Settlement but shall otherwise settle in accordance with the relevant documentation for the underlying transaction, provided that (A) the Final Price with respect to the relevant Affected Portion of the underlying credit default swap transaction will be determined as described in the Auction Methodology set forth in Exhibit 2 to this Protocol, (B) notwithstanding Section 7.4 of the Credit Definitions, the Calculation Agent will not be obligated to provide any notice with respect to Quotations or the calculation of such Final Price, (C) if the Portfolio Swaption is effectively exercised on or prior to the third Business Day prior to the Cash Settlement Date, the seller of protection in the underlying transaction will pay to the buyer of protection in the underlying transaction, on the Cash Settlement Date, the Cash Settlement Amount in respect of the relevant Nortel Entity, less the Fixed Amount in respect of the relevant Nortel Entity (as defined in the documentation for the underlying credit default swap transaction) for the Fixed Rate Payer Calculation Period beginning on the Fixed Rate Payer Payment Date for the underlying transaction immediately prior to the date on which the Portfolio Swaption is effectively exercised and ending on, and

including, the Common Event Determination Date, and (D) if the Portfolio Swaption is effectively exercised after the third Business Day prior to the Cash Settlement Date, the seller of protection in the underlying transaction will pay to the buyer of protection in the underlying transaction, on the third Business Day after such Exercise Date, the Cash Settlement Amount in respect of the relevant Nortel Entity.