

# Markit Amendment

## BETWEEN

- 1) **Markit Group Limited**, a company incorporated in England (company number 04185146) whose registered office is at 4<sup>th</sup> Floor, Ropemaker Place, 25 Ropemaker Street, London, EC2Y 9LY ("Markit"); and
- 2) **Pacific Income Management Company LLC**, a limited liability company formed under the laws of Delaware whose registered address is at 840 Newport Center Drive, Suite 100, Newport Beach, CA 92660, United States ("Subscriber")

Reference is made to the Markit Master Data Services Agreement signed by and between Markit and Subscriber dated 16<sup>th</sup> September 2005 as may be renewed from time to time (the "**Agreement**"). This is an amendment to the Agreement between Markit and Subscriber ("**Amendment**"). In case of inconsistency between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall prevail. All capitalized terms used but not defined in this Amendment shall have the meanings given to such terms in the Agreement.

The following provisions of the Agreement are amended as follows:

1. Section 5 shall be amended to read as follows

**Subscriber's Group.** Subject to the limitations described herein, each member of Subscriber's Group (as defined below) shall be permitted to use the Services solely and exclusively for such Group member's own internal business purposes in the ordinary course of its business. Each of the restrictions, obligations, terms and conditions (including, without limitation, the obligation to provide financial data described in paragraph 4 hereof) set forth in this Agreement shall apply to each member of Subscriber's Group, mutatis mutandis. Furthermore, Subscriber shall, with respect to use of the Services, require each such Group member to comply with the restrictions, obligations, terms and conditions set forth in this Agreement with respect to use of the Services, and Subscriber hereby agrees, without limiting Markit's other rights and remedies, that it is responsible and liable for any breach of, or noncompliance with, any of the restrictions, obligations, terms and conditions of this Agreement by any of its Group members. Prior to any use of the Services by any member of Subscriber's Group, Subscriber must deliver a written notice to Markit setting forth the name of such Group member and must certify in writing that such entity is a member of Subscriber's Group. For the purposes of this Agreement, "Subscriber Group" means the Subscriber and all affiliates of Subscriber that are directly or indirectly wholly-owned or controlled by Subscriber.

**Notices.** Subscriber must send all 'Notices' to the following address at Markit or as may be notified by Markit from time to time:

Attention: Markit Legal Department.

Address: Markit, 4<sup>th</sup> Floor, Ropemaker Place, 25 Ropemaker Street, London, EC2Y 9LY

This Amendment is dated: 1<sup>st</sup> day of June 2013

SIGNED for and on behalf of  
**Markit Group Limited** by:

X \_\_\_\_\_  
Sign  
X \_\_\_\_\_  
Print Name  
X \_\_\_\_\_  
Title

SIGNED for and on behalf of  
**Pacific Income Management Company LLC** by:

X \_\_\_\_\_  
Sign  
X Andrew Vaden  
Print Name  
X Managing Director, CIO  
Title



**To be completed by the Client:**

Subscriber Address for Notices:	Subscriber Address for Billing:
Name: General Counsel	Name: Maria Loesch
Title:	Title: Technical Administrator
Address:  840 Newport Center Drive  Newport Beach CA 92665	Address:  840 Newport Center Drive  Newport Beach CA 92665
Phone:	Phone: <u>949-720-4598</u>
Fax:	Fax:
Email:	E-mail: <u>maria.loesch@pimco.com</u>

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## INFORMATION SHEET

### Contract Information

#### Contact Details for return of countersigned hardcopy contract to the client

Company Name	Pacific Investment Management Company LLC
Contact Name	Maria Loesch
Contact Number	949) 720-4598
Email address	maria.loesch@pimco.com

Note: A signed original contract will be returned to the client if at least two signed hardcopies of the contract are provided to Markit Finance; otherwise the client will be emailed an electronic countersigned contract.

#### Please print, sign and return contract in duplicate to Markit Finance at:

Markit Group Limited  
Attn: Finance Department  
Markit  
4<sup>th</sup> Floor, Ropemaker Place  
25, Ropemaker Street  
London, EC2Y 9LY  
United Kingdom

### Financial Information

VAT Registration Number (If applicable)

#### Special Instructions

(e.g. Internal Client Invoicing Reference Number etc)

#### Markit Internal Use Only:

Received by Finance	Date		By		In duplicate?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Returned to client	Date		By		Delivery	<input type="checkbox"/> Fedex <input type="checkbox"/> Post <input type="checkbox"/> Email