



International Swaps and Derivatives Association, Inc.

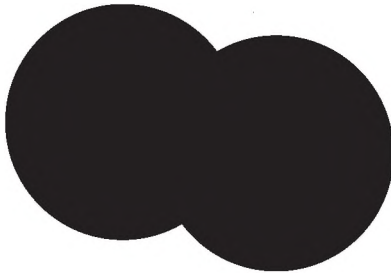
AMENDMENT

dated as of 16 FEBRUARY 2016

to the

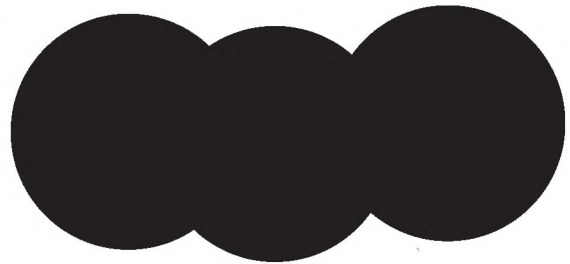
ISDA MASTER AGREEMENT

dated as of 15 March 2011



between

and



Party A and Party B have entered into a 2002 ISDA Master Agreement dated as of 15 March 2011, which includes the Schedule (“**Schedule**”) and the confirmations evidencing Transactions thereunder (each a “**Confirmation**”) (The 2002 Master Agreement together with the Schedule and the Confirmations, the “**Agreement**”).

The parties have now agreed to amend the Agreement with effect from 16 February 2016 by this amendment (the “**Amendment**”).

Upon execution of this Amendment by both parties, the Agreement shall be and hereby is amended as follows:

1. Amendments to the Agreement

Amendments to the Schedule

1.1 Part 1(c) is deleted in its entirety and replaced with the following:

“(c) The “**Cross-Default**” provisions of Section 5(a)(vi) will apply to Party A and to Party B and is amended as follows:

In Section 5(a)(vi) the following words are added at the end of Section 5(a)(vi):

“provided, however, that notwithstanding the foregoing, an Event of Default shall not occur under (2) above if: (aa) the failure to pay referred to in (2) is a failure to pay caused solely by an error or omission of an administrative or operational nature; and (bb) funds were available to such party to enable it to make the relevant payment when due; and (cc) such relevant payment is made within one Local Business Day of such party’s receipt of written notice of its failure to pay.”

“Specified Indebtedness” will have the meaning specified in Section 14 of this Agreement but shall exclude indebtedness in respect of deposits received in the ordinary course of business.

“Threshold Amount” means in relation to Party A, 3% of its total shareholders’ equity as of its most recent audited annual report and in relation to Party B, EUR 25,000,000 or the equivalent in any other currency.

1.2 Part 5(h) – (a) is deleted in its entirety and is renumbered as follows:

- “(c) **Authorised Version.** The parties agree that, save for any amendment set forth in this Schedule, the Agreement is intended to be in the form of the 2002 Master Agreement promulgated by ISDA (the **“Authorised Version”**), and in the event of any discrepancies between this Agreement and the Authorised Version the Authorised Version shall prevail.
- (d) **Incorporation of 2002 Master Agreement Protocol Terms.** The parties agree that the terms of the 2002 Master Agreement Protocol published by ISDA on 15th July 2003 (the **“Protocol”**) and the amendments provided for in the Annexes to the Protocol are incorporated into and apply to:
 - (i) Transactions where the related Confirmation references an ISDA Definitions Booklet, as defined in the Protocol, published before 2002; and
 - (ii) Credit Support Provisions, as defined in the Protocol, published before 2002 and incorporated into the Agreement.
- (e) **Third Party Rights.** A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Agreement.
- (f) **Section 6 - Early Termination** - is amended as follows:

Section 6(e)(iii) - **Adjustment for Bankruptcy**- is completed to include the following sentence after the existing sentence:

In addition to, and notwithstanding anything to the contrary in the preceding sentence of this Section 6(e)(iii), if an Early Termination Date has occurred under Section 6(a) as a result of Automatic Early Termination, and if the Non-defaulting Party determines that it either sustained or incurred a loss or damage or benefited from a gain in respect of any Transaction, as a result of movement in interest rates, currency exchange rates or market quotations between the Early Termination Date and the date (the **“Determination Date”**) upon which the Non-defaulting Party first becomes aware that the Early Termination Date has occurred under Section 6(a), THEN the amount of such loss or damage shall be added to the amount due by the Defaulting Party or deducted from the amount due by the Non-defaulting Party, as the case may be; or the amount of such gain shall be deducted from the amount due by the Defaulting Party or added to the amount due by the Non-defaulting Party, as the case may be.”

1.3 The Agreement is amended by the insertion of the following clause at Part 5(g) of the Schedule to the Agreement:

“Withholding Tax imposed on payments to non-US counterparties under the United States Foreign Account Tax Compliance Act. “Tax” as used in Part 2(a) of this Schedule (Payer Tax Representation) and “Indemnifiable Tax” as defined in Section 14 of this Agreement shall not include any U.S. federal withholding tax imposed or collected pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the **“Code”**), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental

agreement entered into in connection with the implementation of such Sections of the Code (a "**FATCA Withholding Tax**"). For the avoidance of doubt, a FATCA Withholding Tax is a Tax the deduction or withholding of which is required by applicable law for the purposes of Section 2(d) of this Agreement."

- 1.4 The Agreement is amended by the insertion of the following clause at Part 5(h) of the Schedule to the Agreement:

"ISDA 2013 EMIR NFC Representation Protocol.

- (i) The parties agree that the provisions set out in the Attachment to the ISDA 2013 EMIR NFC Representation Protocol published by the International Swaps and Derivatives Association, Inc. on 8 March 2013 (the "**NFC Representation Protocol**") are hereby deemed to apply to this Agreement as if the parties had adhered to the NFC Representation Protocol without amendment and as if the references in the NFC Representation Protocol to "Covered Master Agreement" were references to this Agreement.
- (ii) Party B confirms that if it were established in the Union the terms of the NFC Representation Protocol shall apply to it as a party making the NFC Representation (as such term is defined in the NFC Representation Protocol)."

- 1.5 The Agreement is amended by the insertion of the following clause at Part 5(i) of the Schedule to the Agreement:

"ISDA 2013 EMIR Portfolio Reconciliation, Dispute Resolution and Disclosure Protocol.

The parties agree that the provisions set out in the Attachment to the ISDA 2013 EMIR Portfolio Reconciliation, Dispute Resolution and Disclosure Protocol published by the International Swaps and Derivatives Association, Inc. on 19 July 2013 (the "**Portfolio Reconciliation Protocol**") are hereby deemed to apply to this Agreement as if the parties had adhered to the Portfolio Reconciliation Protocol without amendment and as if the references in the Portfolio Reconciliation Protocol to "Covered Master Agreement" were references to this Agreement."

- 1.6 The Agreement is amended by the insertion of the following clause at Part 5(j) of the Schedule to the Agreement:

"Incorporation of the ISDA 2010 HIRE Act Protocol. Party A and Party B hereby incorporate by reference the 2010 Short Form HIRE Act Protocol published by the International Swaps and Derivatives Association, Inc. on November 30, 2010 (the "**2010 HIRE Act Protocol**") and agree and acknowledge that the amendments and modifications contained therein are made to this Agreement as if set forth herein."

- 1.7 The Agreement is amended by the insertion of a 1995 ISDA Credit Support Annex (Bilateral Form-Transfer (English Law)), in the form set out in the Appendix hereto, as an Annex to the Agreement.

2. Representations

Each party represents to the other party that all representations by it contained in the Agreement are true and accurate as of the date of this Amendment and such representations are deemed to be given or repeated, as the case may be, by each party on the date of this Amendment as if references in such representations to the Agreement included references to this Amendment.

3. Miscellaneous

- (a) **Definitions.** Capitalised terms used in this Amendment and not otherwise defined shall have the meanings specified for such terms in the Agreement.

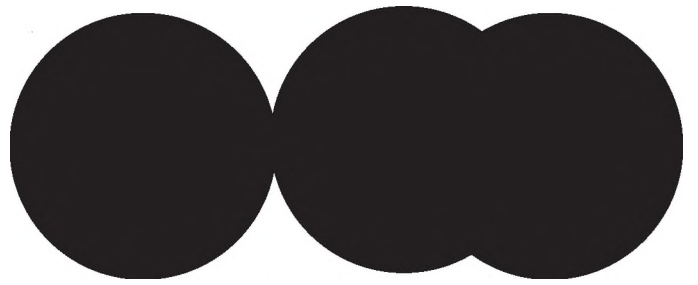
- (b) **Entire Agreement.** The Agreement as amended from time to time, including this Amendment, constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communications and prior writings (except as otherwise provided in this Amendment) with respect to its subject matter.
- (c) **Continuation of Agreement.** Except as amended by this Amendment, the Agreement shall continue in full force and effect in accordance with its terms.
- (d) **Counterparts.** This Amendment may be executed and delivered in counterparts (including by facsimile transmission), each of which will be deemed an original.
- (e) **Headings.** The headings used in this Amendment are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Amendment.
- (f) **Governing Law.** This Amendment and any non-contractual obligations arising out of it will be governed by and construed in accordance with English law and the provisions of Section 13 (**Governing Law and Jurisdiction**) of the Agreement will apply to this Amendment as if references therein to this Agreement were references to this Amendment.

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

By: ...
Name:
Title:
Date:

Title:
Date:

APPENDIX - CSA



ISDA[®]

International Swap Dealers Association, Inc.

CREDIT SUPPORT ANNEX

to the Schedule to the

ISDA Master Agreement

dated as of 15 March 2011

between



This Annex supplements, forms part of, and is subject to, the ISDA Master Agreement referred to above and is part of its Schedule. For the purposes of this Agreement, including, without limitation, Sections 1(c), 2(a), 5 and 6, the credit support arrangements set out in this Annex constitute a Transaction (for which this Annex constitutes the Confirmation).

Paragraph 1. Interpretation

Capitalised terms not otherwise defined in this Annex or elsewhere in this Agreement have the meanings specified pursuant to Paragraph 10, and all references in this Annex to Paragraphs are to Paragraphs of this Annex. In the event of any inconsistency between this Annex and the other provisions of this Schedule, this Annex will prevail, and the event of any inconsistency between Paragraph 11 and the other

ⁱ This document is not intended to create a charge or other security interest over the assets transferred under its terms. Persons intending to establish a collateral arrangement based on the creation of a charge or other security interest should consider using the ISDA Credit Support Deed (English law) or the ISDA Credit Support Annex (New York law), as appropriate.

ⁱⁱ This Credit Support Annex has been prepared for use with ISDA Master Agreements subject to English law. Users should consult their legal advisers as to the proper use and effect of this form and the arrangements it contemplates. In particular, users should consult their legal advisers if they wish to have the Credit Support Annex made subject to a governing law other than English law or to have the Credit Support Annex subject to a different governing law than that governing the rest of the ISDA Master Agreement (e.g. English law for the Credit Support Annex and New York law for the rest of the ISDA Master Agreement).

provisions of this Annex, Paragraph 11 will prevail. For the avoidance of doubt, references to "transfer" in this Annex mean, in relation to cash, payment and, in relation to other assets, delivery.

Paragraph 2. Credit Support Obligations

(a) ***Delivery Amount.*** Subject to Paragraphs 3 and 4, upon a demand made by the Transferee on or promptly following a Valuation Date, if the Delivery Amount for that Valuation Date equals or exceeds the Transferor's Minimum Transfer Amount, then the Transferor will transfer to the Transferee Eligible Credit Support having a Value as of the date of transfer at least equal to the applicable Delivery Amount (rounded pursuant to Paragraph 11(b)(iii)(D)). Unless otherwise specified in Paragraph 11(b), the "Delivery Amount" applicable to the Transferor for any Valuation Date will equal the amount by which:

(i) the Credit Support Amount

exceeds

(ii) the Value as of that Valuation Date of the Transferor's Credit Support Balance (adjusted to include any prior Delivery Amount and to exclude any prior Return Amount, the transfer of which, in either case, has not yet been completed and for which the relevant Settlement Day falls on or after such Valuation Date).

(b) ***Return Amount.*** Subject to Paragraphs 3 and 4, upon a demand made by the Transferor on or promptly following a Valuation Date, if the Return Amount for that Valuation Date equals or exceeds the Transferee's Minimum Transfer Amount, then the Transferee will transfer to the Transferor Equivalent Credit Support specified by the Transferor in that demand having a Value as of the date of transfer as close as practicable to the applicable Return Amount (rounded pursuant to Paragraph 11(b)(iii)(D)) and the Credit Support Balance will, upon such transfer, be reduced accordingly. Unless otherwise specified in Paragraph 11(b), the "Return Amount" applicable to the Transferee for any Valuation Date will equal the amount by which:

(i) the Value as of that Valuation Date of the Transferor's Credit Support Balance (adjusted to include any prior Delivery Amount and to exclude any prior Return Amount, the transfer of which, in either case, has not yet been completed and for which the relevant Settlement Day falls on or after such Valuation Date)

exceeds

(ii) the Credit Support Amount.

Paragraph 3. Transfers, Calculations and Exchanges

(a) ***Transfers.*** All transfers under this Annex of any Eligible Credit Support, Equivalent Credit Support, Interest Amount or Equivalent Distributions shall be made in accordance with the instructions of the Transferee or Transferor, as applicable, and shall be made:

(i) in the case of cash, by transfer into one or more bank accounts specified by the recipient;

(ii) in the case of certificated securities which cannot or which the parties have agreed will not be delivered by book-entry, by delivery in appropriate physical form to the recipient or its account accompanied by any duly executed instruments of transfer, transfer tax stamps and any other documents necessary to constitute a legally valid transfer of the transferring party's legal and beneficial title to the recipient; and

(iii) in the case of securities which the parties have agreed will be delivered by book-entry, by the giving of written instructions (including, for the avoidance of doubt, instructions given by telex, facsimile transmission or electronic messaging system) to the relevant depository institution or other entity specified by the recipient, together with a written copy of the instructions to the recipient, sufficient, if complied with, to result in a legally effective transfer of the transferring party's legal and beneficial title to the recipient.

Subject to Paragraph 4 and unless otherwise specified, if a demand for the transfer of Eligible Credit Support or Equivalent Credit Support is received by the Notification Time, then the relevant transfer will be made not later than the close of business on the Settlement Day relating to the date such demand is received; if a demand is received after the Notification Time, then the relevant transfer will be made not later than the close of business on the Settlement Day relating to the day after the date such demand is received.

(b) **Calculations.** All calculations of Value and Exposure for purposes of Paragraphs 2 and 4(a) will be made by the relevant Valuation Agent as of the relevant Valuation Time. The Valuation Agent will notify each party (or the other party, if the Valuation Agent is a party) of its calculations not later than the Notification Time on the Local Business Day following the applicable Valuation Date (or, in the case of Paragraph 4(a), following the date of calculation).

(c) **Exchanges.**

(i) Unless otherwise specified in Paragraph 11, the Transferor may on any Local Business Day by notice inform the Transferee that it wishes to transfer to the Transferee Eligible Credit Support specified in that notice (the "New Credit Support") in exchange for certain Eligible Credit Support (the "Original Credit Support") specified in that notice comprised in the Transferor's Credit Support Balance.

(ii) If the Transferee notifies the Transferor that it has consented to the proposed exchange, (A) the Transferor will be obliged to transfer the New Credit Support to the Transferee on the first Settlement Day following the date on which it receives notice (which may be oral telephonic notice) from the Transferee of its consent and (B) the Transferee will be obliged to transfer to the Transferor Equivalent Credit Support in respect of the Original Credit Support not later than the Settlement Day following the date on which the Transferee receives the New Credit Support, unless otherwise specified in Paragraph 11(d) (the "Exchange Date"); *provided* that the Transferee will only be obliged to transfer Equivalent Credit Support with a Value as of the date of transfer as close as practicable to, but in any event not more than, the Value of the New Credit Support as of that date.

Paragraph 4. Dispute Resolution

(a) ***Disputed Calculations or Valuations.*** If a party (a "Disputing Party") reasonably disputes (I) the Valuation Agent's calculation of a Delivery Amount or a Return Amount or (II) the Value of any transfer of Eligible Credit Support or Equivalent Credit Support, then:

(1) the Disputing Party will notify the other party and the Valuation Agent (if the Valuation Agent is not the other party) not later than the close of business on the Local Business Day following, in the case of (I) above, the date that the demand is received under Paragraph 2 or, in the case of (II) above, the date of transfer;

(2) in the case of (I) above, the appropriate party will transfer the undisputed amount to the other party not later than the close of business on the Settlement Day following the date that the demand is received under Paragraph 2;

(3) the parties will consult with each other in an attempt to resolve the dispute; and

(4) if they fail to resolve the dispute by the Resolution Time, then:

(i) in the case of a dispute involving a Delivery Amount or Return Amount, unless otherwise specified in Paragraph 11(e), the Valuation Agent will recalculate the Exposure and the Value as of the Recalculation Date by:

(A) utilising any calculations of that part of the Exposure attributable to the Transactions that the parties have agreed are not in dispute;

(B) calculating that part of the Exposure attributable to the Transactions in dispute by seeking four actual quotations at mid-market from Reference Market-makers for purposes of calculating Market Quotation, and taking the arithmetic average of those obtained; *provided* that if four quotations are not available for a particular Transaction, then fewer than four quotations may be used for that Transaction, and if no quotations are available for a particular Transaction, then the Valuation Agent's original calculations will be used for the Transaction; and

(C) utilising the procedures specified in Paragraph 11(e)(ii) for calculating the Value, if disputed, of the outstanding Credit Support Balance;

(ii) in the case of a dispute involving the Value of any transfer of Eligible Credit Support or Equivalent Credit Support, the Valuation Agent will recalculate the Value as of the date of transfer pursuant to Paragraph 11(e)(ii).

Following a recalculation pursuant to this Paragraph, the Valuation Agent will notify each party (or the other party, if the Valuation Agent is a party) as soon as possible but in any event not later than the Notification Time on the Local Business Day following the Resolution Time. The appropriate party will, upon demand following such notice given by the Valuation Agent or a resolution pursuant to (3) above and subject to Paragraph 3(a), make the appropriate transfer.

(b) **No Event of Default.** The failure by a party to make a transfer of any amount which is the subject of a dispute to which Paragraph 4(a) applies will not constitute an Event of Default for as long as the procedures set out in this Paragraph 4 are being carried out. For the avoidance of doubt, upon completion of those procedures, Section 5(a)(i) of this Agreement will apply to any failure by a party to make a transfer required under the final sentence of Paragraph 4(a) on the relevant due date.

Paragraph 5. Transfer of Title, No Security Interest, Distributions and Interest Amount

(a) **Transfer of Title.** Each party agrees that all right, title and interest in and to any Eligible Credit Support, Equivalent Credit Support, Equivalent Distributions or Interest Amount which it transfers to the other party under the terms of this Annex shall vest in the recipient free and clear of any liens, claims, charges or encumbrances or any other interest of the transferring party or of any third person (other than a lien routinely imposed on all securities in a relevant clearance system).

(b) **No Security Interest.** Nothing in this Annex is intended to create or does create in favour of either party any mortgage, charge, lien, pledge, encumbrance or other security interest in any cash or other property transferred by one party to the other party under the terms of this Annex.

(c) **Distributions and Interest Amount.**

(i) **Distributions.** The Transferee will transfer to the Transferor not later than the Settlement Day following each Distributions Date cash, securities or other property of the same type, nominal value, description and amount as the relevant Distributions ("Equivalent Distributions") to the extent that a Delivery Amount would not be created or increased by the transfer, as calculated by the Valuation Agent (and the date of calculation will be deemed a Valuation Date for this purpose).

(ii) **Interest Amount.** Unless otherwise specified in Paragraph 11(f)(iii), the Transferee will transfer to the Transferor at the times specified in Paragraph 11(f)(ii) the relevant Interest Amount to the extent that a Delivery Amount would not be created or increased by the transfer, as calculated by the Valuation Agent (and the date of calculation will be deemed a Valuation Date for this purpose).

Paragraph 6. Default

If an Early Termination Date is designated or deemed to occur as a result of an Event of Default in relation to a party, an amount equal to the Value of the Credit Support Balance, determined as though the Early Termination Date were a Valuation Date, will be deemed to be an Unpaid Amount due to the Transferor (which may or may not be the Defaulting Party) for purposes of Section 6(e). For the avoidance of doubt, if Market Quotation is the applicable payment measure for purposes of Section 6(e), then the Market Quotation determined under Section 6(e) in relation to the Transaction constituted by this Annex will be deemed to be zero, and, if Loss is the applicable payment measure for purposes of Section 6(e), then the Loss determined under Section 6(e) in relation to the Transaction will be limited to the Unpaid Amount representing the Value of the Credit Support Balance.

Paragraph 7. Representation

Each party represents to the other party (which representation will be deemed to be repeated as of each date on which it transfers Eligible Credit Support, Equivalent Credit Support or Equivalent Distributions) that it is the sole owner of or otherwise has the right to transfer all Eligible Credit Support, Equivalent Credit Support or Equivalent Distributions it transfers to the other party under this Annex, free and clear of any security interest, lien, encumbrance or other restriction (other than a lien routinely imposed on all securities in a relevant clearance system).

Paragraph 8. Expenses

Each party will pay its own costs and expenses (including any stamp, transfer or similar transaction tax or duty payable on any transfer it is required to make under this Annex) in connection with performing its obligations under this Annex, and neither party will be liable for any such costs and expenses incurred by the other party.

Paragraph 9. Miscellaneous

(a) **Default Interest.** Other than in the case of an amount which is the subject of a dispute under Paragraph 4(a), if a Transferee fails to make, when due, any transfer of Equivalent Credit Support, Equivalent Distributions or the Interest Amount, it will be obliged to pay the Transferor (to the extent permitted under applicable law) an amount equal to interest at the Default Rate multiplied by the Value on the relevant Valuation Date of the items of property that were required to be transferred, from (and including) the date that the Equivalent Credit Support, Equivalent Distributions or Interest Amount were required to be transferred to (but excluding) the date of transfer of the Equivalent Credit Support, Equivalent Distributions or Interest Amount. This interest will be calculated on the basis of daily compounding and the actual number of days elapsed.

(b) **Good Faith and Commercially Reasonable Manner.** Performance of all obligations under this Annex, including, but not limited to, all calculations, valuations and determinations made by either party, will be made in good faith and in a commercially reasonable manner.

(c) **Demands and Notices.** All demands and notices given by a party under this Annex will be given as specified in Section 12 of this Agreement.

(d) **Specifications of Certain Matters.** Anything referred to in this Annex as being specified in Paragraph 11 also may be specified in one or more Confirmations or other documents and this Annex will be construed accordingly.

Paragraph 10. Definitions

As used in this Annex:

"Base Currency" means the currency specified as such in Paragraph 11(a)(i).

"Base Currency Equivalent" means, with respect to an amount on a Valuation Date, in the case of an amount denominated in the Base Currency, such Base Currency amount and, in the case of an amount denominated in a currency other than the Base Currency (the "Other Currency"), the amount of Base Currency required to purchase such amount of the Other Currency at the spot exchange rate determined by the Valuation Agent for value on such Valuation Date.

"Credit Support Amount" means, with respect to a Transferor on a Valuation Date, (i) the Transferee's Exposure plus (ii) all Independent Amounts applicable to the Transferor, if any, minus (iii) all Independent Amounts applicable to the Transferee, if any, minus (iv) the Transferor's Threshold; *provided, however*, that the Credit Support Amount will be deemed to be zero whenever the calculation of Credit Support Amount yields a number less than zero.

"Credit Support Balance" means, with respect to a Transferor on a Valuation Date, the aggregate of all Eligible Credit Support that has been transferred to or received by the Transferee under this Annex, together with any Distributions and all proceeds of any such Eligible Credit Support or Distributions, as reduced pursuant to Paragraph 2(b), 3(c)(ii) or 6. Any Equivalent Distributions or Interest Amount (or portion of either) not transferred pursuant to Paragraph 5(c)(i) or (ii) will form part of the Credit Support Balance.

"Delivery Amount" has the meaning specified in Paragraph 2(a).

"Disputing Party" has the meaning specified in Paragraph 4.

"Distributions" means, with respect to any Eligible Credit Support comprised in the Credit Support Balance consisting of securities, all principal, interest and other payments and distributions of cash or other property to which a holder of securities of the same type, nominal value, description and amount as such Eligible Credit Support would be entitled from time to time.

"Distributions Date" means, with respect to any Eligible Credit Support comprised in the Credit Support Balance other than cash, each date on which a holder of such Eligible Credit Support is entitled to receive Distributions or, if that date is not a Local Business Day, the next following Local Business Day.

"Eligible Credit Support" means, with respect to a party, the items, if any, specified as such for that party in Paragraph 11(b)(ii) including, in relation to any securities, if applicable, the proceeds of any redemption in whole or in part of such securities by the relevant issuer.

"Eligible Currency" means each currency specified as such in Paragraph 11(a)(ii), if such currency is freely available.

"Equivalent Credit Support" means, in relation to any Eligible Credit Support comprised in the Credit Support Balance, Eligible Credit Support of the same type, nominal value, description and amount as that Eligible Credit Support.

"Equivalent Distributions" has the meaning specified in Paragraph 5(c)(i).

"Exchange Date" has the meaning specified in Paragraph 11(d).

"Exposure" means, with respect to a party on a Valuation Date and subject to Paragraph 4 in the case of a dispute, the amount, if any, that would be payable to that party by the other party (expressed as a positive number) or by that party to the other party (expressed as a negative number) pursuant to Section 6(e)(ii)(1) of this Agreement if all Transactions (other than the Transaction constituted by this Annex) were being terminated as of the relevant Valuation Time, on the basis that (i) that party is not the Affected Party and (ii) the Base Currency is the Termination Currency; *provided* that Market Quotations will be determined by the Valuation Agent on behalf of that party using its estimates at mid-market of the amounts that would be paid for Replacement Transactions (as that term is defined in the definition of "Market Quotation").

"Independent Amount" means, with respect to a party, the Base Currency Equivalent of the amount specified as such for that party in Paragraph 11 (b)(iii)(A); if no amount is specified, zero.

"Interest Amount" means, with respect to an Interest Period, the aggregate sum of the Base Currency Equivalents of the amounts of interest determined for each relevant currency and calculated for each day in that Interest Period on the principal amount of the portion of the Credit Support Balance comprised of cash in such currency, determined by the Valuation Agent for each such day as follows:

- (x) the amount of cash in such currency on that day; multiplied by
- (y) the relevant Interest Rate in effect for that day; divided by
- (z) 360 (or, in the case of pounds sterling, 365).

"Interest Period" means the period from (and including) the last Local Business Day on which an Interest Amount was transferred (or, if no Interest Amount has yet been transferred, the Local Business Day on which Eligible Credit Support or Equivalent Credit Support in the form of cash was transferred to or received by the Transferee) to (but excluding) the Local Business Day on which the current Interest Amount is transferred.

"Interest Rate" means, with respect to an Eligible Currency, the rate specified in Paragraph 11(f)(i) for that currency.

"Local Business Day", unless otherwise specified in Paragraph 11(h), means:

- (i) in relation to a transfer of cash or other property (other than securities) under this Annex, a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place where the relevant account is located and, if different, in the principal financial centre, if any, of the currency of such payment;
- (ii) in relation to a transfer of securities under this Annex, a day on which the clearance system agreed between the parties for delivery of the securities is open for the acceptance and execution of settlement instructions or, if delivery of the securities is contemplated by other means, a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place(s) agreed between the parties for this purpose;

(iii) in relation to a valuation under this Annex, a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place of location of the Valuation Agent and in the place(s) agreed between the parties for this purpose; and

(iv) in relation to any notice or other communication under this Annex, a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place specified in the address for notice most recently provided by the recipient.

"Minimum Transfer Amount" means, with respect to a party, the amount specified as such for that party in Paragraph 11(b)(iii)(C); if no amount is specified, zero.

"New Credit Support" has the meaning specified in Paragraph 3(c)(i).

"Notification Time" has the meaning specified in Paragraph 11(c)(iv).

"Recalculation Date" means the Valuation Date that gives rise to the dispute under Paragraph 4; *provided, however*, that if a subsequent Valuation Date occurs under Paragraph 2 prior to the resolution of the dispute, then the **"Recalculation Date"** means the most recent Valuation Date under Paragraph 2.

"Resolution Time" has the meaning specified in Paragraph 11(e)(i).

"Return Amount" has the meaning specified in Paragraph 2(b).

"Settlement Day" means, in relation to a date, (i) with respect to a transfer of cash or other property (other than securities), the next Local Business Day and (ii) with respect to a transfer of securities, the first Local Business Day after such date on which settlement of a trade in the relevant securities, if effected on such date, would have been settled in accordance with customary practice when settling through the clearance system agreed between the parties for delivery of such securities or, otherwise, on the market in which such securities are principally traded (or, in either case, if there is no such customary practice, on the first Local Business Day after such date on which it is reasonably practicable to deliver such securities).

"Threshold" means, with respect to a party, the Base Currency Equivalent of the amount specified as such for that party in Paragraph 11(b)(iii)(B); if no amount is specified, zero.

"Transferee" means, in relation to each Valuation Date, the party in respect of which Exposure is a positive number and, in relation to a Credit Support Balance, the party which, subject to this Annex, owes such Credit Support Balance or, as the case may be, the Value of such Credit Support Balance to the other party.

"Transferor" means, in relation to a Transferee, the other party.

"Valuation Agent" has the meaning specified in Paragraph 11(c)(i).

"Valuation Date" means each date specified in or otherwise determined pursuant to Paragraph 11(c)(ii).

"Valuation Percentage" means, for any item of Eligible Credit Support, the percentage specified in Paragraph 11(b)(ii).

"Valuation Time" has the meaning specified in Paragraph 11(c)(iii).

"Value" means, for any Valuation Date or other date for which Value is calculated, and subject to Paragraph 4 in the case of a dispute, with respect to:

- (i) Eligible Credit Support comprised in a Credit Support Balance that is:
 - (A) an amount of cash, the Base Currency Equivalent of such amount multiplied by the applicable Valuation Percentage, if any; and
 - (B) a security, the Base Currency Equivalent of the bid price obtained by the Valuation Agent multiplied by the applicable Valuation Percentage, if any; and
- (ii) items that are comprised in a Credit Support Balance and are not Eligible Credit Support, zero.

CREDIT SUPPORT ANNEX

To the Schedule to the
ISDA 2002 Master Agreement
dated as of 15 March 2011

Paragraph 11 – Elections and Variables

(a) *Base Currency and Eligible Currency.*

- (i) “*Base Currency*” means Euro (“EUR”).
- (ii) “*Eligible Currency*” means the Base Currency.

(b) *Credit Support Obligations.*

(i) *Delivery Amount, Return Amount and Credit Support Amount.*

- (A) “*Delivery Amount*” has the meaning specified in Paragraph 2(a).
- (B) “*Return Amount*” has the meaning specified in Paragraph 2(b).
- (C) “*Credit Support Amount*” has the meaning specified in Paragraph 10.

(ii) *Eligible Credit Support.* The following items will qualify as “**Eligible Credit Support**” for the party specified:

	Party A	Party B	Valuation Percentage
Cash in an Eligible Currency	X	X	100%

(iii) *Thresholds.*

- (A) "Independent Amount" means with respect to Party A: Zero.
"Independent Amount" means with respect to Party B: Zero, unless otherwise specified in the relevant Confirmation, or as otherwise agreed between both parties.

- (B) "**Threshold**" means with respect to Party A: Zero.
 "**Threshold**" means with respect to Party B: Zero.
- (C) "**Minimum Transfer Amount**" means with respect to Party A: EUR 1,000,000
 "**Minimum Transfer Amount**" means with respect to Party B: EUR 1,000,000

provided that for the purpose of the calculation of the Return Amount where a party's Credit Support Amount is, or is deemed to be, zero, the Minimum Transfer Amount with respect to that party shall be zero and Rounding shall not apply.

- (D) **Rounding.** The Delivery Amount and the Return Amount will be rounded up and down to the nearest integral multiple of EUR 10,000; *provided* that if an amount corresponds to the exact half of such multiple, then it will be rounded up; *and provided further that*, for the purpose of the calculation of the Return Amount where a party's Credit Support Amount is, or is deemed to be, zero, the Return Amount shall not be rounded.

(c) **Valuation and Timing**

- (i) "**Valuation Agent**" The Valuation Agent is Party A unless an Event of Default has occurred and is continuing with respect to Party A, in which case Party B shall appoint a Leading Dealer to act as substitute Valuation Agent for so long as such Event of Default is continuing, whose fees and expenses, if any, shall be met equally by Party A and Party B.

"**Leading Dealer**" means a leading dealer in the relevant market that is not an Affiliate of either of the parties.

- (ii) "**Valuation Date**" means each Local Business Day.

The parties further agree that the first Valuation Date will be as agreed between the parties and will not be later than one month following the execution of this Annex by both parties.

- (iii) "**Valuation Time**" means the close of business on the Local Business Day immediately preceding the Valuation Date or date of calculation, as applicable, *provided* that the calculations of Value and Exposure will, as far as practicable, be made as of approximately the same time on the same date.
- (iv) "**Notification Time**" means 3:00 p.m. London time on the Valuation Date. The Valuation Agent will give notice of its calculations to a party every time a calculation is made throughout the term of this Agreement.

- (d) **Exchange Date.** "**Exchange Date**" has the meaning specified in Paragraph 3(c)(ii).

- (e) **Dispute Resolution.**

- (i) **“Resolution Time”** means 3:00 p.m. London time, on the Local Business Day following the date on which the notice of dispute is given under Paragraph 4.
- (ii) **Value.** For the purpose of Paragraph 4(a)(4)(i)(C) and 4(a)(4)(ii), the Value of the outstanding Credit Support Balance or of any transfer of Eligible Credit Support or Equivalent Credit Support, as the case may be, will be calculated as follows:
 - (A) With respect to cash; the product of (I) the applicable Valuation Percentage, multiplied by (II) the face amount of such cash.
 - (B) With respect to any other Eligible Credit Support; not applicable.
- (iii) **Alternative.** The provisions of Paragraph 4 will apply; *provided* that, for disputes involving the Valuation Agent's calculation of a Delivery Amount or a Return Amount, the following is added:
 - (A) If the difference (the **“Difference”**) between the Exposure calculated by the Valuation Agent and the Exposure calculated by the Disputing Party exceeds EUR 100,000, the following provision will be added at the end of Paragraph 4(a)(3):

“upon demand of Party A or Party B, the parties will communicate to each other by e-mail, not later than the same Local Business Day on which the transfer is demanded, written statements listing the Transactions included in the calculation of Exposure hereunder, according to their types, their currencies and their maturity dates; and”
 - (B) Paragraph 4(a)(4)(i)(B) will be replaced with the following:

“(B) calculating that part of the Exposure attributable to the Transactions in dispute by seeking four actual quotations at mid-market from third parties for purposes of calculating the relevant Close-out Amount, and taking the arithmetic average of those obtained; *provided that* if four quotations are not available for a particular Transaction, then fewer than four quotations may be used for that Transaction, and if no quotations are available for a particular Transaction, then the Valuation Agent's original calculations will be used for the Transaction; and”
 - (C) If the Difference is equal to or less than EUR 100,000, then Paragraphs 4(a)(2) and 4(a)(3) will not apply and Paragraph 4(a)(4) will be replaced with the following:

“the Valuation Agent will calculate a new Exposure (the **“New Exposure”**) by taking the arithmetic average of the Exposures calculated by both the Valuation Agent and the Disputing Party, and the New Exposure so determined will be used for the recalculation of a Delivery Amount or Return Amount.”
- (f) **Distributions and Interest Amount.**

- (i) **Interest Rate.** The "**Interest Rate**" in relation to each Eligible Currency specified below will be determined on the following basis:

Eligible Currency	Rate	
EUR	"EONIA" for any day in the Interest Period means the reference rate equal to the overnight rate as calculated by the European Central Bank and fixed between 6.45 and 7 p.m. (CET) as appearing on Reuters Page EONIA or as published by Bloomberg on the first TARGET Settlement Day following that day (or if Page EONIA ceases to exist, another equivalent page or reference; or if no such rate is set forth for such day as reported on Reuters or Bloomberg, the rate set forth for the next preceding day for which such a rate is set forth therein).	

- (ii) **Transfer of Interest Amount.** The transfer of the Interest Amount will be made on the Local Business Day following the date such Interest Amount is determined (the "**Determination Date**") with respect to the preceding Interest Period. A Determination Date will be the first Local Business Day of each calendar month. The definition of "**Interest Period**" in Paragraph 10 shall be amended to the period from (and including) the last Determination Date to (but excluding) the current Determination Date. For *the avoidance of doubt*, any Interest Amount shall be calculated on a daily, non-compounded basis.
- (iii) **Alternative to Interest Amount.** The provisions of Paragraph 5(c)(ii) will apply.
- (iv) **Negative Interest Amount.** The parties agree that part 2 of the Attachment to the ISDA 2014 Collateral Agreement Negative Interest Protocol published by the International Swaps and Derivatives Association, Inc. on 12 May 2014 is hereby deemed to be incorporated into this Annex, as if this Annex were a Protocol Covered Collateral Agreement as defined in the protocol, notwithstanding anything to the contrary in the protocol.

- (g) **Additional Transfers.**

Party A

E

Cash in EUR

Party

or at such other address as the relevant party may from time to time designate by giving notice to the other party by SWIFT (MT 199). If not by SWIFT, such notice shall be given in writing on its letterhead signed by an authorised person or in any other adequate and secured manner as it could be further agreed between the parties.

(h) ***Demands and Notices.*** Notwithstanding the provisions of Paragraph 9(c), all demand and notices given by a party under this Annex will be given to the addresses specified below:

Address

Attention:

Telephone:

E-mail:

Name

Address:

Attention:

Facsimile:

Phone:

E-mail:

Notwithstanding Section 12 of this Agreement, all notices given by a party under this Annex may also be given in writing by e-mail, provided that any demand or notice delivered by e-mail will be deemed effective when such e-mail message is delivered, unless the date of delivery is not a Local Business Day or the e-mail is delivered after the close of business on a Local Business Day, in which case the e-mail will be deemed given and effective on the first following day that is a Local Business Day.

(i) **Other Provisions.**

- (i) **Default.** Paragraph 6 is replaced with the following:

“If an Early Termination Date is designated or deemed to occur as a result of an Event of Default in relation to a party, or as a result of a Termination Event in respect of which all Transactions are Affected Transactions, an amount equal to the Value of the Credit Support Balance, determined as though the Early Termination Date were a Valuation Date, will be deemed to be an Unpaid Amount due to the Transferor (which may or may not be the Defaulting Party or the Affected Party, as the case may be) for the purposes of Section 6(e). For the avoidance of doubt, the Close-out Amount determined under Section 6(e) in relation to the Transaction constituted by this Annex will be deemed to be zero. For purposes of this Paragraph 6, the Value of the Credit Support Balance shall be determined on the basis that the Valuation Percentage applicable to each item of Eligible Credit Support is 100%.”

- (ii) **Local Business Day.** Notwithstanding the provisions of Paragraph 10, the definition of “**Local Business Day**” shall be construed as “in Paris and London and Luxembourg at the same time”.

- (iii) This Credit Support Annex, including the act of transfer (disposition) itself, will be governed by and construed in accordance with English law.

- (iv) **Substitution of Eligible Credit Support.** If at any time any Eligible Credit Support which has been transferred pursuant to Paragraph 2(a) (the “**Original Credit Support**”) ceases to qualify as Eligible Credit Support (the “**Ineligible Credit Support**”), the Transferee shall be entitled to demand (by written or telephonic notice) the transfer to it of further Eligible Credit Support (the “**Further Credit Support**”) in exchange for the Ineligible Credit Support. The Further Credit Support shall be at least equal in value, at the date of such further transfer, to the Original Credit Support and the Transferor shall be obliged to make the transfer of such Further Credit Support on the first Settlement Day following the date on which it receives such notice.

- (v) **Credit Support Balance.** The definition of “**Credit Support Balance**” in Paragraph 10 shall be amended by inserting the following sentence at the end of the definition:

“For the avoidance of doubt, any Interest Amount accrued but not yet transferred will not form part of the Credit Support Balance for the calculation of the Delivery Amount or Return Amount.”

- (vi) **Exposure.** The definition of “**Exposure**” in Paragraph 10 shall be replaced with the following:

““**Exposure**” means, with respect to a party on a Valuation Date and subject to Paragraph 4 in the case of a dispute, the amount, if any, that would be payable to that party by the other party (expressed as a positive number) or by that party to the other party (expressed as a negative number) pursuant to Section 6(e)(ii)(1) of this Agreement if all Transactions (other than the Transaction constituted by this Annex) were being terminated as of the relevant Valuation Time, on the basis that (i) that party is not the Affected Party and (ii) the Base Currency is the Termination Currency; *provided that* the Close-out Amount will be determined by the Valuation Agent on behalf of that party using its estimates at mid-market of the amounts that would be paid for transactions providing the economic equivalent of (x) the material terms of the Transactions, including the payments and

deliveries by the parties under Section 2(a)(i) in respect of the Transactions that would, but for the occurrence of the relevant Early Termination Date, have been required after that date (assuming satisfaction of the conditions precedent in Section 2(a)(iii)); and (y) the option rights of the parties in respect of the Transactions. For the avoidance of doubt, spot transactions will not be collateralised.

- (vii) For the avoidance of doubt, notwithstanding any provision to the contrary elsewhere in this Agreement, both Party A and Party B hereby represent individually to each other that Eligible Credit Support transferred pursuant to Paragraph 11(b)(ii) shall not be held in accounts maintained with a bank or other financial institution in Curaçao or consist of (i) bearer instruments physically located in Curaçao or (ii) registered shares in a Curaçao corporate entity and each Party shall indemnify the other to the fullest extent permitted by law, from and against any loss, liability, cost, claim, action, demand, or reasonable expense (including, without limitation, the costs, expenses and disbursements of legal counsel), whether direct, indirect, incidental or consequential, resulting from, or arising out of a failure to ensure that such accounts are not used.

IN WITNESS WHEREOF the parties have executed this document on the respective dates specified below.

By

Title:

Date:

Da