1. **AMENDMENT AGREEMENT**
2. **dated September 20, 2013**
3. **to the**
4. **ISDA Master Agreement**

**dated as of**

**January 15, 2009**

**between**

**Party A**

**and**

**Party B**

**WHEREAS:**

The parties have entered into an ISDA Master Agreement and Schedule thereto dated as of January 15, 2009 as amended and supplemented from time to time (the "**Agreement**").

The parties have now agreed, by this amendment agreement (the "**Amendment Agreement**"), to annex to the Schedule to the Agreement a Standard Credit Support Annex on the terms set out below.

**Constitution of the Standard Credit Support Annex**

1. The parties agree that the Schedule to the Agreement shall be amended by annexing thereto an additional Credit Support Annex in the form attached in the Appendix hereto (the "**Standard Credit Support Annex**").
2. The parties agree that, for the purposes of the Agreement, the Standard Credit Support Annex will constitute a Credit Support Document with respect to both parties.

**Representations**

* 1. This Amendment Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communications and prior writings with respect hereto.

**Miscellaneous**

1. All capitalised terms in this Amendment Agreement shall have the same meaning ascribed to them in the Agreement.
2. The Agreement, as modified herein, shall continue in full force and effect and nothing construed herein shall constitute a waiver or modification of the existing rights under the Agreement except as expressly provided herein.
3. All references to the Agreement shall be deemed references to the Agreement as amended hereby.
4. The headings used in this Amendment Agreement are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Amendment Agreement.
5. This Amendment Agreement may be executed and delivered in counterparts, each of which will be deemed an original.
6. A person who is not a party to this Amendment Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Amendment Agreement.
7. This Amendment Agreement will be governed by and construed in accordance with the laws of the State of New York and the provisions of Section 13(b) to (and including) Section 13(d) of the Agreement shall apply to this Amendment Agreement as if the same were set out and repeated in full in this clause and were incorporated by reference in, and formed part of, this Amendment Agreement.
8. **IN WITNESS WHEREOF**, the parties have executed this Amendment Agreement as of the date specified on the first page of this Amendment Agreement.

|  |  |
| --- | --- |
|  |  |
|  |  |
| Name: Title: | Name: Title: |

# Paragraph 13. Elections and Variables

## (b) ***IA Eligible Collateral.*** The following items will qualify as "**IA Eligible Collateral**" for the party specified:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | ***Party A*** | ***Party B*** | ***Valuation***  ***Percentage*** |
| (A) | None, unless specified in Confirmation. |  |  |  |

## (d) ***Independent Amounts***.

|  |
| --- |
| *"****Independent Amount****"* means with respect to Party A: None, unless otherwise specified in a Confirmation. |
| *"****Independent Amount****"*means with respect to Party B: None, unless otherwise specified in a Confirmation. |

## (e) ***Base Currency****.*

*"****Base Currency****"* means USD.

## (f) ***Transport Currency****.*

|  |
| --- |
| *"****Transport Currency****"* means with respect to Party A: EUR |
| *"****Transport Currency****"*means with respect to Party B: EUR |

## (g) ***Holding and Using Posted Collateral***.

**(i) *Eligibility to Hold Posted Collateral; Custodians***. Party A and its Custodian will be entitled to hold Posted Collateral pursuant to Paragraph 6(b); *provided* that the following conditions applicable to it are satisfied:

##### Party A is not a Defaulting Party.

##### The Custodian is a party acceptable to the other party ; provided, however, that the Custodian shall be deemed acceptable if it has assets of at least CHF 20,000,000 and a long term debt or deposit rating of at least Baa1 from Moody’s and BBB+ from Standard and Poor’s Corporation.

Initially, the **Custodian** for Party A is none.

Party B and its Custodian will be entitled to hold Posted Collateral pursuant to Paragraph 6(b); *provided* that the following conditions applicable to it are satisfied:

##### Party B is not a Defaulting Party.

##### The Custodian is a party acceptable to the other party ; provided, however, that the Custodian shall be deemed acceptable if it has assets of at least CHF 20,000,000 and a long term debt or deposit rating of at least Baa1 from Moody’s and BBB+ from Standard and Poor’s Corporation.

Initially, the **Custodian** for Party B is none.

### ***Use of Posted Collateral***. The provisions of Paragraph 6(c) will not apply to the parties specified here with respect to IA Posted Collateral:

[     ] Party A

[     ] Party B

## (h) ***Interest.*** The "IA Interest Rate" will be for any day: -

## (i) in the case of an Eligible Transport Currency, the applicable "SCSA OIS Rate" for such day appearing on the Bloomberg SCSA Page, or other source(s) that ISDA may designate for this purpose from time to time; and

## (ii) in the case of any currency which is not an Eligible Transport Currency, as agreed in writing by the parties.

* + 1. ***Day Count****.*The "Day Count" will be : 360

## (j) ***Existing CSA****.*

*"****Existing CSA****"* means The Credit Support Annex dated as of August 16, 1992, as the same is amended, modified and supplemented.

## (k) ***Settlement Day***

The Settlement Day means, in relation to a date and a Transfer of cash or other property (other than securities) the first local Business Day immediately following such date.

(l) ***Dispute Resolution***.

(i) ***“Resolution Time”*** means 1:00 p.m., New York time, on the Local Business Day following the date on which the notice is given that gives rise to a dispute under Paragraph 5, unless otherwise specified here:

(ii) ***Value***. For the purpose of Paragraphs 5(d)(i)(C) and 5(d)(ii), the Value of Posted Credit Support will be calculated as follows: Formula XYZ

(m) ***Demands and Notices***.

All demands, specifications and notices under this Annex will be made pursuant to the Notices Section of this Agreement, unless otherwise specified here:

Party A:

Party A Phone Number:

Party A Street Address:

New York

USA

10000

Party B:

Party B Phone Number

Party B Street Address

London

## United Kingdom

1000

## (n) ***Addresses for Transfers***.

Party A:

Party A Custodian’s Street Address

New York

USA

10000

Party B:

Party B Street Address

London

United Kingdom

10000

United Kingdom

## ***Other Provisions***.

None