



# CROSS-PRODUCT MASTER AGREEMENT

## February 2000

Dated as of \_\_\_\_\_

**BETWEEN**

\_\_\_\_\_ (**"Party A"**) and \_\_\_\_\_ (**"Party B"**)

### 1. Interpretation

#### 1.1 Definitions

**"Agreement"** means this Cross-Product Master Agreement and its Schedule. Section and Schedule references are to this Agreement unless otherwise specified.

**"Base Currency"** means the currency chosen as such in Part VI of the Schedule.

**"Base Currency Equivalent"** has the meaning given to it in Section 3.2.

**"Business Day"** means a day on which commercial banks effect deliveries of the Base Currency in accordance with the market practice of the principal foreign exchange market for the Base Currency or, if the Base Currency is the euro, any day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET) System is open.

**"Close Out"** means, when used as a verb, to accelerate, terminate, liquidate or cancel (including by way of automatic early termination) transactions under a Principal Agreement; and **"Close-Out"** means the act of Closing Out.

**"Close-Out Event"** means any event on the basis of which a Party has the contractual right to Close Out all of the transactions under a Principal Agreement or which causes automatically the Close-Out of all of the transactions under a Principal Agreement and which is not specified in Part II of the Schedule.

**"Close-Out Notice"** has the meaning given to it in Section 2.2(a).

**"Closed-Out Agreement"** means a Principal Agreement under which all transactions which legally may be Closed Out have been Closed Out.

**"Closed-Out Party"** means the Party that is not the Closing-Out Party.

**"Closing-Out Party"** has the meaning given to it in Section 2.1.

**"Final Net Settlement Amount"** has the meaning given to it in Section 4.4(a).

"**Final Settlement Date**" has the meaning given to it in Section 4.4(b).

"**Net Set-Off Amount**" has the meaning given to it in Section 4.1.

"**Principal Agreements**" means the agreements (each as from time to time amended or supplemented) between the Parties hereto designated in Part I of the Schedule.

"**Section 2 Notice**" means a notice provided under either Section 2.2(a) or Section 2.2(b).

"**Set-Off Date**" has the meaning given to it in Section 4.1.

"**Settlement Amount**" means, in respect of any Closed-Out Agreement, the net amount which is due and payable by one Party to the other upon (i) such agreement having been Closed Out, (ii) the resulting obligations of the Parties having been determined, and (iii) in accordance with the applicable Closed-Out Agreement, those obligations having been set off, and/or having been otherwise reduced, by the exercise of rights to apply any margin, collateral or other credit support delivered under or held in connection with such Closed-Out Agreement.

"**Settlement Date**" means each Set-Off Date and the Final Settlement Date.

## 1.2 *Other Definitional Provisions*

The term "**Party**" means a party to this Agreement and a reference herein to either "**Party**" includes a reference to its successors and permitted assigns.

## 2. **Close-Out of all Principal Agreements**

### 2.1 *Right to Close Out*

If any of the following events has occurred and is continuing:

- (a) a Close-Out Event in respect of a Party under the terms of a Principal Agreement,
- (b) a representation or warranty made or repeated by a Party hereunder proves to have been incorrect or misleading in any material respect when made or repeated, or
- (c) a Party is in violation of a covenant made hereunder,

then, the Party which has the right to Close Out the Principal Agreement referred to in paragraph (a) above or the Party to whom the representation, warranty or covenant was made as referred to in paragraph (b) or (c) above (in each case, the "**Closing-Out Party**") shall be entitled to Close Out all (but not fewer than all) of the Principal Agreements which in the good faith judgment of the Closing-Out Party legally may be Closed Out under applicable law by providing a Close-Out Notice under Section 2.2(a) hereof, except that no Close-Out Notice shall be required for the Close-Out of any Principal Agreement which has been Closed Out by its terms prior to the delivery of a Close-Out Notice. For the purposes of paragraph (a) above, a Close-Out Event under the terms of a Principal Agreement will be deemed to be continuing until the earlier of such time as the conditions that constituted the Close-Out Event under such Principal Agreement cease to exist or the Settlement Amount that is due and payable under such Principal

Agreement has been paid in full. Each Principal Agreement is hereby amended accordingly.

## 2.2 *Exercise of Rights*

### (a) *Close-Out Notice*

The Closing-Out Party shall specify in a notice to the Closed-Out Party (the "**Close-Out Notice**") the date on which the Principal Agreements are Closed Out pursuant to Section 2.1. The Close-Out Notice given in the manner specified in this Agreement shall satisfy the notification requirements (if any) under each Principal Agreement for accelerating and/or terminating transactions under such Principal Agreement. Each Principal Agreement is hereby amended accordingly.

### (b) *Notice for Settlement of Automatically Closed-Out Agreements*

If all of the Principal Agreements have Closed Out automatically by their terms, the Settlement Amount under each such Principal Agreement shall be settled at the times and in the manner set forth in Sections 3.3 and 4 hereof if the Closing-Out Party so specifies in a notice to the Closed-Out Party promptly after all Principal Agreements are Closed Out. Each Principal Agreement is hereby amended accordingly.

### (c) *The Closing-Out Party's Election*

For the avoidance of doubt, the Closing-Out Party may elect to exercise its rights under this Agreement by providing a Section 2 Notice. If one of the events listed in Section 2.1 hereof has occurred, unless and until a Closing-Out Party gives a Section 2 Notice, each Party shall retain its rights and obligations under each Principal Agreement without regard to Sections 3 and 4 hereof.

## 3. **Determination and Settlement of Settlement Amounts**

### 3.1 *Determination of Settlement Amount*

The Settlement Amount under each Closed-Out Agreement shall be determined in accordance with the terms of such Closed-Out Agreement.

### 3.2 *Determination of the Base Currency Equivalent of the Settlement Amount*

When a Section 2 Notice has been given and there is more than one Settlement Amount and a Settlement Amount is denominated in a currency other than the Base Currency (the "**Other Currency**"), the Closing-Out Party shall determine the amount in the Base Currency (the "**Base Currency Equivalent**") that would result from the conversion of such Settlement Amount into the Base Currency at the spot exchange rate at which the Closing-Out Party can buy the Base Currency with the Other Currency, as determined in any commercially reasonable manner, for value on the relevant Settlement Date for the Settlement Amount under Section 4 hereof. If all Settlement Amounts are denominated in a single currency other than the Base Currency, the Closing-Out Party may designate such other currency to be the Base Currency.

### 3.3 *Settlement of Settlement Amounts in Accordance with this Agreement*

When a Section 2 Notice has been given, all Settlement Amounts of Principal Agreements Closed Out pursuant to Section 2 (or Closed Out according to their terms on or prior to the delivery of the Section 2 Notice) shall be settled at the times and in the manner set forth in this Section 3.3 and Section 4 hereof (unless, in the good faith judgment of the Closing-Out Party, it is unlawful to do so), notwithstanding any provision to the contrary in any Closed-Out Agreement, and notwithstanding that Settlement Amounts may be payable by different branches of a Party at different locations or in different currencies pursuant to the terms of the relevant Principal Agreements. The date for settlement of such Settlement Amounts shall be deferred (with interest accruing at the rate and for the period specified in Section 4.5(a) hereof) until the occurrence of a Settlement Date hereunder. Each Principal Agreement is hereby amended accordingly.

## 4. **Set-Off of Settlement Amounts; Accrual of Interest**

### 4.1 *Set-Off*

On the first date and any subsequent date on which both Parties owe one or more Settlement Amounts under two or more Closed-Out Agreements (a "**Set-Off Date**"), the Closing-Out Party shall aggregate and set off all Settlement Amounts and accrued interest thereon owed by Party A to Party B against the aggregate of the Settlement Amounts and accrued interest thereon owed by Party B to Party A, and only the difference between the aggregate amounts (a "**Net Set-Off Amount**") shall be owed on such Set-Off Date by the Party with the larger aggregate obligation. The obligation of a Party to settle a Net Set-Off Amount on the Set-Off Date shall be deferred (with interest accruing at the rate and for the period specified in Section 4.5(b) hereof) until the occurrence of the first subsequent Settlement Date if any Settlement Amount is still to be determined.

### 4.2 *Discharge of Settlement Amount*

If a Settlement Amount has been set off in whole or in part on a Set-Off Date, such Settlement Amount shall, to the extent of such set-off, be deemed to have been discharged and no longer due under the relevant Closed-Out Agreement.

### 4.3 *Further Set-Offs*

Subject to Section 4.4 hereof, each Net Set-Off Amount shall be treated as if it were a Settlement Amount for purposes of Section 4.1 hereof and shall, with the interest accrued thereon, be included in the set-off on the first subsequent Set-Off Date.

### 4.4 *Final Net Settlement Amount*

#### (a) *Final Net Settlement Amount for Closed-Out Agreements*

On the first date on which the Settlement Amounts in respect of all Closed-Out Agreements have been determined, the Closing-Out Party shall determine the single amount (if any) payable by one Party hereunder (the "**Final Net Settlement Amount**") and provide to the Closed-Out Party a statement showing the calculation of the Final Net Settlement Amount (which may be provided at the same time and as part of the Section 2 Notice).

(b) *Final Settlement Date; Place of Payment*

The Final Net Settlement Amount shall be payable by the Party from whom such payment is due on the same Business Day on which the statement is provided under Section 4.4(a) hereof, if such statement is delivered by 10:00 a.m. on a Business Day (or, if the euro is the Base Currency, 10:00 a.m. Central European time); otherwise payment shall be made on the following Business Day (the "**Final Settlement Date**"). Subject to the last sentence of Section 3.2 hereof, the Final Net Settlement Amount shall be paid in the Base Currency, together with interest thereon, from (and including) the Final Settlement Date to (but excluding) the date such amount is paid, at the rate specified in Section 4.5(c) hereof. If the Party owing the Final Net Settlement Amount has more than one branch, there shall be no limitation as to the place of payment of the obligation, unless otherwise specified by the Parties hereto.

4.5 *Interest*

(a) *Interest on Settlement Amounts*

Each Settlement Amount shall bear interest at the relevant rate specified in the relevant Principal Agreement from (and including) the date on which it falls due under the Principal Agreement to (but excluding) the relevant Settlement Date for such Settlement Amount.

(b) *Interest on Net Set-Off Amounts*

Each Net Set-Off Amount shall bear interest (computed on the basis of daily compounding and the actual number of days elapsed over a year of such number of days as is customary for transactions involving the Base Currency in the London interbank market) at a rate per annum equal to the average of the rates at which overnight deposits in the Base Currency are offered by two major banks (selected by the Closing-Out Party) in the London interbank market at or about 11:00 a.m. (London time) on the Set-Off Date and each day for which such amount remains unpaid, or, if no such rate is available, at such rate as the Closing-Out Party may reasonably select, from (and including) the Set-Off Date therefor to (but excluding) the earlier of the next subsequent Set-Off Date or the Final Settlement Date.

(c) *Interest on the Final Net Settlement Amount*

The Final Net Settlement Amount shall bear interest at the rate specified in Section 4.5(b) hereof plus 1% per annum from (and including) the Final Settlement Date to (but excluding) the date of actual payment.

4.6 *No Limitation of Other Rights*

The Closing-Out Party's rights under this Section 4 shall be in addition to, and not in limitation or exclusion of, any other rights, including rights of set-off which the Closing-Out Party may have (whether by agreement, operation of law or otherwise).

**5. Representations, Warranties and Covenants**

Each Party represents and warrants to the other that (a) it is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder and has taken all necessary actions to authorize such execution, delivery and performance, (b) the person signing this Agreement on its behalf is duly authorized to do so on its behalf, and (c)

this Agreement constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, reorganization, insolvency, conservatorship, receivership, moratorium or other 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). Each Party represents and warrants to the other that it has not assigned, transferred, created or permitted to exist any lien or other encumbrance on, or otherwise disposed of, or purported to assign, transfer, create or permit to exist any lien or other encumbrance on, or otherwise dispose of, any of its rights to any amounts that may be owed to it under any Principal Agreement to any third party, and covenants that, so long as this Agreement is in effect, it will not assign, transfer, create or permit to exist any lien or other encumbrance on, or otherwise dispose of or purport to assign, transfer, create or permit to exist any lien or other encumbrance on, or otherwise dispose of, any of its rights to any amounts that may be owed to it under any Principal Agreement, to any third party.

## **6. Governing Law and Jurisdiction; Waivers**

The rights of the Parties under this Agreement shall be in addition to, and not in limitation or exclusion of, any other rights which they may have (whether by agreement, operation of law or otherwise). This Agreement shall be governed by, and construed in accordance with, the laws of the jurisdiction specified in Part IV of the Schedule. The provisions regarding jurisdiction, waiver of immunities, waiver of trial by jury and process agent contained in the Principal Agreement specified in Part IV of the Schedule shall apply to this Agreement in the same manner and to the same extent as if such references were contained in this Agreement.

## **7. Transfer/Assignment**

Neither this Agreement nor any interest in or under this Agreement may be transferred (whether by way of security or otherwise) or assigned by either Party without the prior written consent of the other Party, except that (a) a Party may make such a transfer or assignment of this Agreement to another entity pursuant to a consolidation or amalgamation with, or merger with or into, or transfer of all or substantially all of its assets to, such other entity (but without prejudice to any right or remedy under this Agreement or any Principal Agreement); and (b) a Closing-Out Party may make such a transfer or assignment of all or any part of its interest in any Final Net Settlement Amount payable to it under Section 4.4(b) hereof (and any of the interest thereon payable to it under Section 4.5(c) hereof). Any purported transfer or assignment that is not in compliance with this Section 7 shall be void.

## **8. Notices and Other Communications**

Any and all notices, statements, demands or other communications hereunder may be given by a Party to the other by telephone, mail, facsimile, e-mail, electronic message, telegraph, messenger or otherwise to the individuals and at the facsimile numbers and addresses specified with respect to it in Part V of the Schedule, or sent to such Party at any other place specified in a notice of change of number or address hereafter received by the other Party. Any notice, statement, demand or other communication hereunder will be deemed delivered on the day and at the time on which it is received or, if not received, on the day and at the time on which its delivery was in good faith attempted; provided, however, that any notice given by a Party to the other Party by telephone shall be deemed delivered only if: (a) such notice is followed by written confirmation thereof

and (b) at least one of the other means of providing notice that are specifically listed above has previously been attempted in good faith by the notifying Party.

**9. Counterparts**

This Agreement (and each amendment, modification and waiver in respect of it) may be executed and delivered in counterparts (including by facsimile transmission), each of which will be deemed an original.

**[Name of Party A]**

By: .....

Name:

Title:

**[Name of Party B]**

By: .....

Name:

Title:

**SCHEDULE TO THE CROSS-PRODUCT  
MASTER AGREEMENT**

This Schedule forms a part of the Cross-Product Master Agreement dated as of [ ] (the "**Agreement**") between [ ] ("**Party A**") and [ ] ("**Party B**"). Capitalized terms used but not defined in this Schedule shall have the meanings ascribed to them in the Agreement.

**Part I. The Principal Agreements**

<input type="checkbox"/>	1. Master Securities Loan Agreement dated as of [ ]
<input type="checkbox"/>	2. Master Repurchase Agreement dated as of [ ]
<input type="checkbox"/>	3. Master Dealer Agreement - OTC Options/U.S. Treasury Securities dated as of [ ]
<input type="checkbox"/>	4. Master Securities Forward Transaction Agreement dated as of [ ]
<input type="checkbox"/>	5. International Foreign Exchange Master Agreement dated as of [ ]
<input type="checkbox"/>	6. International Currency Options Market Master Agreement dated as of [ ]
<input type="checkbox"/>	7. Foreign Exchange and Options Master Agreement dated as of [ ]
<input type="checkbox"/>	8. ISDA Master Agreement (Multicurrency—Cross Border) dated as of [ ]
<input type="checkbox"/>	9. ISDA Master Agreement (Local Currency—Single Jurisdiction) dated as of [ ]
<input type="checkbox"/>	10. BFE/ESBG Master Agreement for Financial Transactions (European Master Agreement) dated as of [ ]
<input type="checkbox"/>	11. Global Master Repurchase Agreement dated as of [ ]
<input type="checkbox"/>	12. FOA Master Netting Agreement dated as of [ ]
<input type="checkbox"/>	13. Overseas Securities Lender's Agreement (OSLA) dated as of [ ]
<input type="checkbox"/>	14. EMTA Master Agreement for Options on Emerging Markets Instruments dated as of [ ]
<input type="checkbox"/>	15. Any master agreement between the Parties covering securities contracts, forward contracts, commodity contracts, spot or forward currency contracts, repurchase agreements, swap agreements or any other financial transactions whether currently in existence or arising hereafter.
<input type="checkbox"/>	16. All transactions between the parties similar to the transactions covered by the master agreements in 1-15 above that are documented under a confirmation or similar document which incorporates by reference the terms of a master agreement.
<input type="checkbox"/>	17. Other (specify):



## **Part II. Events Excluded from the Definition of "Close-Out Event"**

The following event(s) shall be excluded from the definition of "Close-Out Event" for purposes of this Agreement:

1. The following Termination Events under the terms of the ISDA Master Agreement identified in Paragraphs 8 and 9 of Part I of this Schedule or any similar event under any Principal Agreement: Illegality, Tax Event, Tax Event Upon Merger and Credit Event Upon Merger.
2. Any Close-Out Event under a Principal Agreement which is (i) a "Disruption Event" as that term is described in Section 5.1 of the 1998 FX and Currency Option Definitions published by ISDA, EMTA and the Foreign Exchange Committee or (ii) any other event which (a) is in the nature of *force majeure* or act of state, (b) is beyond the control of a Party, (c) such Party, with reasonable diligence cannot overcome, and (d) prevents, hinders or delays such Party from performing or makes it illegal or impossible for such Party to perform its obligations when due under a Principal Agreement.
3. Other events: [        ]

## **Part III. Additional Acknowledgments and Representations**

1. The Parties [do] [do not] agree to the following: Each Party intends that this Agreement constitutes a "netting contract" as defined in and subject to Title VI of the Federal Deposit Insurance Corporation Improvement Act of 1991 ("**FDICIA**"), each payment entitlement and payment obligation under the Agreement constitutes a "covered contractual payment entitlement" or "covered contractual payment obligation", respectively, as defined in and subject to FDICIA, and each Party represents that it is a "financial institution" as defined in and pursuant to FDICIA.
2. The Parties [do] [do not] agree to the following: Each Party intends that each payment to be made under this Agreement is a "margin payment" or a "settlement payment" or a "transfer" within the meaning of Sections 362 and 546 of Title 11 of the United States Code (the "**Bankruptcy Code**") and a "payment amount" within the meaning of Section 560 of the Bankruptcy Code.

## **Part IV. Governing Law and Jurisdiction; Waiver of Jury Trial**

Governing Law: [the State of New York] [England and Wales]

Jurisdiction, Waiver of Immunities and Jury Trials and Process Agent: The provisions contained in Section(s) \_\_\_\_\_ of the Principal Agreement designated in Paragraph \_\_\_\_ of Part I of this Schedule shall apply as provided in Section 6 of this Agreement, irrespective of whether such Principal Agreement remains in effect.

**Part V. Addresses for Communications Between Parties**

For the purposes of Section 8 of this Agreement:

Address for notices or communications to Party A:

Address:

Attention:

Facsimile No.:

Telephone No.:

Electronic Messaging System Details:

Address for notices or communications to Party B:

Address:

Attention:

Facsimile No.:

Telephone No.:

Electronic Messaging System Details:

**Part VI. Base Currency; Payment Instructions**

The Base Currency is:

Payments due under this Agreement in the Base Currency shall be made to the following accounts:

Name of Bank and Office, Account Number and Reference for Party A: [ ]

Name of Bank and Office, Account Number and Reference for Party B: [ ]

**Part VII. Optional Provisions**

1. **Adequate Assurances.** The following [shall][shall not] be included as a new Section 2.3 of this Agreement:

2.3 The failure by a Party to give adequate assurances of its ability to perform any of its obligations under any Principal Agreement within [ ] Business Days of a written request to do so when the other Party has reasonable grounds for insecurity shall be a Close-Out Event for the purposes of each Principal Agreement. Each Principal Agreement is hereby amended accordingly.

2. **Terminating Transactions Not Documented by a Master Agreement.** The Parties [agree][do not agree] to amend the Agreement to restate Section 2.1 as follows:

2.1 *Right to Close Out*

If any of the following events has occurred and is continuing:

- (a) a breach of any of a Party's obligations under any financial transaction entered into by the Parties that is not subject to a master agreement (an "**Uncovered Transaction**"),
- (b) a Close-Out Event in respect of a Party under the terms of a Principal Agreement,

- (c) a representation or warranty made or repeated by a Party hereunder proves to have been incorrect or misleading in any material respect when made or repeated, or
- (d) a Party is in violation of a covenant made hereunder,

then, the Party which has the right to Close Out the Uncovered Transaction referred to in paragraph (a) above and/or the Principal Agreement referred to in paragraph (b) above or the Party to whom the representation, warranty or covenant was made as referred to in paragraphs (c) or (d) above (in each case, the "**Closing-Out Party**") shall be entitled to Close Out all (but not fewer than all) of the Uncovered Transactions and the Principal Agreements which in the good faith judgment of the Closing-Out Party legally may be Closed Out under applicable law by providing a Close-Out Notice under Section 2.2(a) hereof, except that no Close-Out Notice shall be required for the Close-Out of any Uncovered Transaction or Principal Agreement which has been Closed Out by its terms prior to the delivery of a Close-Out Notice. For the purposes of paragraphs (a) and (b) above, a breach of the terms of an Uncovered Transaction and a Close-Out Event under the terms of a Principal Agreement will be deemed to be continuing until the earlier of such time as the conditions that constituted the Close-Out Event under such Uncovered Transaction or Principal Agreement cease to exist or the Settlement Amount that is due and payable under such Uncovered Transaction or such Principal Agreement has been paid in full. Each Principal Agreement and the terms of each Uncovered Transaction are hereby amended accordingly.

With respect to each Uncovered Transaction, "**Settlement Amount**" means the net amount which would be due and payable by one Party to the other Party pursuant to agreement or applicable law as a result of a breach by the Closed-Out Party of its obligations under such Uncovered Transaction. In addition, each reference in every other section of this Agreement to the term "Principal Agreement" shall be construed to include the term "Uncovered Transaction".

- 3. **Elimination of Closing Out Party's Election.** The Parties [agree][do not agree] to amend the Agreement as follows:
  - 3.1 Section 2.1 of the Agreement [as restated in Part VII.2 of the Schedule]\* is amended (a) to delete, in the first sentence thereof, the words "be entitled to" and to insert in lieu thereof ", when any Principal Agreement is Closed Out,"; and (b) to delete the second sentence thereof.
  - 3.2 Section 2.2(b) is amended to delete the words "*Notice for*" in the title thereof and the phrase "if the Closing-Out Party so specifies in a notice to the Closed-Out Party promptly after all Principal Agreements are Closed Out," in the first sentence thereof and is restated as follows:

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\* Include the bracketed language only if the Parties have agreed to include Part VII.2 of the Schedule in the Agreement.

*"(b) Settlement of Automatically Closed-Out Agreements*

If all of the Principal Agreements have been Closed Out automatically by their terms, the Settlement Amount under each such Principal Agreement shall be settled at the times and in the manner set forth in Sections 3.3 and 4 hereof. Each Principal Agreement is hereby amended accordingly."

3.3 Section 2.2(c) is deleted in its entirety.

**Part VIII. Credit Support**

***First Alternative:***

*Security Interest*

With respect to [Principal Agreement Nos. [ ] in Part I of the Schedule]:

1. The Parties hereto agree that any property in which a Party has been or will be granted a security interest to secure obligations owed to it by the other Party (the "**Other Party**") under a Principal Agreement (the "**Collateral**") shall also secure the Other Party's obligation to pay a Final Net Settlement Amount under Section 4.4 of the Agreement.
2. The Parties hereby agree that the Party to whom any Final Net Settlement Amount is owed (the "**Secured Party**") shall be entitled to realize against any Collateral and apply the proceeds thereof to satisfy the obligation of the Other Party to pay the Final Net Settlement Amount or, if the Secured Party so determines in its sole discretion, to set off any Final Net Settlement Amount payable by the Other Party against the amount of any Collateral or the market value thereof (such market value to be determined in a commercially reasonable manner).
3. Each Principal Agreement and Credit Support Document related thereto is hereby amended as set forth in paragraphs 1 and 2 above.

"**Credit Support Document**" means any agreement, registration, filing or comparable document creating or perfecting a security interest in financial assets, general intangibles, contract rights, securities accounts, security entitlements or other property to secure performance of the obligations of a Party under a Principal Agreement, excluding any guarantee by a third party of a Party's obligations.

***Second Alternative:***

With respect to [Principal Agreement Nos. [ ] in Part I of the Schedule]:

**Certain Set-Off Rights.** In respect of any Closed-Out Agreement, the Closing-Out Party shall have the right to: (i) determine in good faith an amount equal to the fair market value of any securities or other property that either Party has obtained under such Closed-Out Agreement or Credit Support Document related thereto and is or may be obligated to return or otherwise transfer to the other Party, and (ii) include such amount as an amount payable by such Party in determining the Settlement Amount under such Closed-Out Agreement. Each Principal Agreement and Credit Support Document related thereto is hereby amended accordingly.

**"Credit Support Document"** means any agreement, registration, filing or comparable document creating an interest in financial assets, general intangibles, contract rights, securities accounts, security entitlements or other property to secure performance of the obligations of a Party under a Principal Agreement, excluding any guarantee by a third party of a Party's obligations.

**Part IX. Additional Terms**

The following additional terms and conditions shall apply:

**[Name of Party A]**

By: .....

Name:

Title:

**[Name of Party B]**

By: .....

Name:

Title: