

# ISDA<sup>®</sup>

International Swaps and Derivatives Association, Inc.

## 2002 MASTER AGREEMENT PROTOCOL

published on 15th July, 2003

by the International Swaps and Derivatives Association, Inc.

The International Swaps and Derivatives Association, Inc. ("ISDA") has published this 2002 Master Agreement Protocol (this "Protocol") to enable parties to an ISDA 2002 Master Agreement (a "2002 Master") to confirm their intentions in respect of certain matters arising when that 2002 Master is used with certain other documents published before 2002 by ISDA.

Accordingly, a party that has entered and/or anticipates entering into a 2002 Master may adhere to this Protocol and be bound by its terms by completing and delivering a letter substantially in the form of Exhibit 1 to this Protocol (an "Adherence Letter") to ISDA, as agent, as described below.

### 1. Amendments

(a) By adhering to this Protocol in the manner set forth in Section 2 below, a party (an "Adhering Party") that has entered and/or anticipates entering into a 2002 Master agrees, in each case on the terms and subject to the conditions set forth in this Protocol and the relevant Adherence Letter, that certain amendments will be deemed to be made to one or more:

- (i) sets of definitions and provisions published before 2002 by ISDA (each an "ISDA Definitions Booklet"); and
- (ii) documents containing credit support provisions published before 2002 by ISDA (each called "Credit Support Provisions"),

in each case when used in connection with a 2002 Master between it and any other Adhering Party.

(b) The amendments provided for in this Protocol are set forth in Annexes 1 to 18, and each Adhering Party may specify in its Adherence Letter its preference that one or more of these Annexes are applicable.

(c) In respect of any 2002 Master between two Adhering Parties, where at least one Adhering Party has specified a preference that less than all the Annexes are applicable, only those amendments contained in the Annexes that both parties have specified will be applicable.

## 2. Adherence and Effectiveness

(a) Adherence to this Protocol will be evidenced by the execution and delivery, in accordance with Section 5(f) below, to ISDA, as agent, of an Adherence Letter on or before 1st March, 2004 or such later date designated by ISDA falling no later than 1st June, 2004 (in either case, the "Cut-off Date"). ISDA may designate a date later than 1st March, 2004 as the Cut-off Date by notice given no later than 1st March, 2004 on the "2002 Master Agreement Protocol" section of its website at [www.isda.org](http://www.isda.org) (or by other suitable means) if it determines in its absolute discretion that market interest justifies such an extension to the adherence period.

(i) Each Adhering Party will deliver two copies of the Adherence Letter, one a manually signed original and the other a conformed copy containing, in place of each signature, the printed or typewritten name of each signatory.

(ii) Each Adhering Party agrees that, for evidentiary purposes, a conformed copy of an Adherence Letter certified by the General Counsel or an appropriate officer of ISDA will be deemed to be an original.

(b) The agreement to make the amendments contemplated by this Protocol, on the terms and subject to the conditions set forth in this Protocol, will, as between any two Adhering Parties, be effective on receipt by ISDA, as agent, of an Adherence Letter from the later of the Adhering Parties to adhere. Any such amendments will apply to each 2002 Master between the Adhering Parties (whether entered into before, on or after the Cut-off Date), any Transaction at any time governed by it and any Credit Support Provisions at any time related to it.

(c) This Protocol is intended for use without negotiation, but without prejudice to any amendment, modification or waiver in respect of a 2002 Master (including Transactions governed by it and Credit Support Provisions related to it) that the parties may otherwise effect in accordance with the terms of that 2002 Master.

(i) In adhering to this Protocol, an Adhering Party may not specify additional provisions, conditions or limitations in its Adherence Letter or otherwise.

(ii) Any purported adherence that ISDA, as agent, determines in good faith is not in compliance with this Section will be void.

## 3. Representations

Each Adhering Party represents to each other Adhering Party with which it has or may have a 2002 Master, on the date on which the later of them adheres to this Protocol in accordance with Section 2 above and, if then outstanding, in respect of each 2002 Master and any related Credit Support Provisions between them, that:

(a) **Status.** It (i) is, if relevant, duly organised and validly existing under the laws of the jurisdiction of its organisation or incorporation and, if relevant under such laws, in good standing or (ii) if it otherwise represents its status in or pursuant to the 2002 Master, has such status;

(b) **Powers.** It has the power to execute and deliver the Adherence Letter and to perform its obligations under the Adherence Letter and the 2002 Master (including Transactions governed by that 2002 Master) and any related Credit Support Provisions, in each case as amended by the Adherence Letter and this Protocol, and has taken all necessary action to authorise such execution, delivery and performance;

(c) **No Violation or Conflict.** Such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;

(d) **Consents.** All governmental and other consents that are required to have been obtained by it with respect to the Adherence Letter and the 2002 Master (including Transactions governed by that 2002 Master) and any related Credit Support Provisions, in each case as amended by the Adherence Letter and this Protocol, have been obtained and are in full force and effect and all conditions of any such consents have been complied with;

(e) **Obligations Binding.** Its obligations under the Adherence Letter and the 2002 Master (including Transactions governed by that 2002 Master) and any related Credit Support Provisions, in each case as amended by the Adherence Letter and this Protocol, constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)); and

(f) **Credit Support.** Its adherence to this Protocol and any amendment contemplated by this Protocol will not, in and of itself, adversely affect any obligations owed, whether by it or by any third party, under any Credit Support Document relating to the 2002 Master.

Each Adhering Party agrees with each other Adhering Party with which it has or may have a 2002 Master that each of the foregoing representations will be deemed to be a representation for purposes of Section 5(a)(iv) of each 2002 Master (then or in the future) between them.

#### **4. Evidence of Capacity and Authority**

Each Adhering Party may deliver to ISDA, as agent, such evidence as it deems appropriate to evidence its capacity to adhere to this Protocol and the authority of anyone signing on its behalf.

#### **5. Miscellaneous**

##### **(a) Entire Agreement; Restatement; Survival.**

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

(ii) Except for any amendment deemed to be made pursuant to this Protocol in respect of a 2002 Master (including any Transaction governed by it) or any related Credit Support Provisions, all terms and conditions of each 2002 Master (including all outstanding Transactions) and any related Credit Support Provisions will continue in full force and effect in accordance with its provisions on the effective date of that amendment. As used in that 2002 Master, the terms "Agreement", "this Agreement" and words of similar import will, unless the context otherwise requires, mean the 2002 Master as amended pursuant to this Protocol in accordance with the relevant Adherence Letters. This Protocol will, with respect to its subject matter, survive, and any amendments deemed to be made pursuant to it will form a part of each 2002 Master between the Adhering Parties notwithstanding Section 9(a) of that 2002 Master.

(b) **Amendments.** An amendment, modification or waiver in respect of the matters contemplated by this Protocol will only be effective if made in accordance with the terms of a 2002 Master and then only with effect between the parties to that 2002 Master (and will only be effective to amend or override the provisions contained in an applicable Annex to this Protocol if it expressly refers in writing to this Section of this Protocol and would otherwise be effective in accordance with Section 9(b) of the 2002 Master). As used in a 2002 Master between two Adhering Parties (including in a Confirmation or Schedule related to it), any reference to any ISDA Definitions Booklet or Credit

Support Provisions will, unless the parties otherwise agree in writing with express reference to this Section of this Protocol, mean that ISDA Definitions Booklet or those Credit Support Provisions as deemed amended pursuant to this Protocol.

(c) **Limited Right to Revoke.** Adherence to this Protocol is irrevocable except that an Adhering Party may, by subsequently delivering to ISDA, as agent, a notice substantially in the form of Exhibit 2 to this Protocol (a "Revocation Notice"), designate a date (an "Earlier Cut-off Date") as the last date on which any counterparty may adhere to this Protocol in respect of any 2002 Master then or in the future between them.

(i) If ISDA determines pursuant to Section 2(a) of this Protocol that the Cut-off Date will be later than 1st March, 2004, an Adhering Party may, at any time on or before 12th March, 2004, deliver to ISDA a Revocation Notice designating 1st March, 2004 as an Earlier Cut-off Date.

(ii) Other than in the circumstances described in clause (i) above, any designated Earlier Cut-off Date (whether or not following 1st March, 2004) that would otherwise fall on a day that is less than three days following the day on which the Revocation Notice is effectively delivered will be deemed to occur on the day that is three days following the date of effective delivery. Any designated Earlier Cut-off Date that would otherwise fall, after giving effect to the preceding sentence (if applicable), on a day that is not a day on which the receiving ISDA office is open will be deemed to occur on the next day that ISDA office is open.

(iii) Upon the effective designation of an Earlier Cut-off Date by an Adhering Party, this Protocol will not amend or otherwise affect any 2002 Master (or any related Transactions or Credit Support Provisions) between that Adhering Party and a party which adheres to this Protocol after that Earlier Cut-off Date occurs or is deemed to occur. The foregoing is without prejudice to (A) any amendment to any 2002 Master (including any Transaction governed by it) or any Credit Support Provisions related to it between two Adhering Parties effected pursuant to this Protocol on or before the day on which that Earlier Cut-off Date occurs or is deemed to occur and (B) any amendment effected pursuant to this Protocol to any 2002 Master (including any Transaction governed by it) or any Credit Support Provisions related to it entered into after the day on which that Earlier Cut-off Date occurs or is deemed to occur between two Adhering Parties that each adhered to this Protocol on or before that day, which in each case will be (or continue to be) effective.

(iv) Each Revocation Notice must be delivered in duplicate, one a manually signed original and the other a conformed copy containing, in place of each signature, the printed or typewritten name of each signatory.

(v) Each Adhering Party agrees that, for evidentiary purposes, a conformed copy of a Revocation Notice certified by the General Counsel or an appropriate officer of ISDA will be deemed to be an original.

(vi) Any purported revocation that ISDA, as agent, determines in good faith is not in compliance with this Section will be void.

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

(e) **Governing Law.** This Protocol and each Adherence Letter will, as between two Adhering Parties and in respect of each 2002 Master between them, be governed by and construed in accordance with the law specified to govern that 2002 Master (but if any related Credit Support Provisions or any other provision related to a Transaction under that 2002 Master is governed by a different law, it (including any amendment to it effected pursuant to this Protocol) will continue to be governed by and construed in accordance with that law) and otherwise in accordance with applicable choice of law doctrine.

(f) **Notices.** Any Adherence Letter or Revocation Notice must be in writing and delivered in person or by courier to ISDA at either 360 Madison Avenue, 16th Floor, New York, NY 10017 or One New Change, London EC4M 9QQ and will be deemed effectively delivered on the date it is delivered unless on the date of that delivery the receiving ISDA office is closed or that communication is delivered after 3:00 p.m., local time in the city where delivery is made, in which case that communication will be deemed effectively delivered on the next day the relevant ISDA office is open.

## 6. Definitions

As used in this Protocol and the preambles to the Annexes, "Confirmation", "Credit Support Document" and "Transaction" each has the meaning given that term in the related 2002 Master.

References in the Annexes to the following terms have the meaning indicated below:

<b>Term</b>	<b>Meaning</b>
1991 Definitions	1991 ISDA Definitions
1998 Supplement	1998 Supplement to the 1991 ISDA Definitions
2000 Definitions	2000 ISDA Definitions
1992 FX Definitions	1992 ISDA FX and Currency Option Definitions
1998 FX Definitions	1998 FX and Currency Option Definitions
1993 Commodity Definitions	1993 ISDA Commodity Derivatives Definitions
2000 Commodity Supplement	2000 Supplement to the 1993 ISDA Commodity Derivatives Definitions
1994 Equity Option Definitions	1994 ISDA Equity Option Definitions
1996 Equity Definitions	1996 ISDA Equity Derivatives Definitions
1997 Bond Option Definitions	1997 ISDA Government Bond Option Definitions
1997 Bullion Definitions	1997 ISDA Bullion Definitions
1997 Short Form Bullion Definitions	1997 ISDA Short Form Bullion Definitions
1999 Credit Definitions	1999 ISDA Credit Derivatives Definitions
New York Annex	1994 ISDA Credit Support Annex (Bilateral Form; ISDA Agreements Subject to New York Law Only)
English Annex	1995 ISDA Credit Support Annex (Bilateral Form - Transfer; ISDA Agreements Subject to English Law)
English Deed	1995 ISDA Credit Support Deed (Bilateral Form - Security Interest; ISDA Agreements Subject to English Law)
Japanese Annex	1995 ISDA Credit Support Annex (Bilateral Form - Loan and Pledge; Security Interest Subject to Japanese Law)
2001 Margin Provisions	2001 ISDA Margin Provisions
2001 Margin Supplement	2001 ISDA Margin Supplement

(each as published by ISDA or, in the case of the 1998 FX Definitions, by ISDA, the Emerging Markets Traders Association and The Foreign Exchange Committee, in each case either in the same form as originally published or as amended and supplemented on or before the date on which the Adhering Parties enter into the relevant Transaction or Credit Support Provisions).

**Form of Adherence Letter**

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**[Letterhead of Adhering Party]**

**[Date]**

**International Swaps and Derivatives Association, Inc.**  
**[360 Madison Avenue, 16th Floor**                      **[One New Change**  
**New York, NY 10017]<sup>1</sup>**                                      **London EC4M 9QQ]<sup>1</sup>**

Dear Sirs,

**2002 Master Agreement Protocol - Adherence**

The purpose of this letter is to confirm our adherence to the 2002 Master Agreement Protocol as published by the International Swaps and Derivatives Association, Inc. on 15th July, 2003 (the "Protocol"). This letter constitutes an Adherence Letter as referred to in the Protocol.

The definitions and provisions contained in the Protocol are incorporated into this Adherence Letter, which will supplement and form part of each ISDA 2002 Master Agreement (now or in the future) between us and each other Adhering Party.

**1. Specified Terms<sup>2</sup>**

[Annex 1	1991 Definitions	[Applicable]
Annex 2	1998 Supplement	[Applicable]
Annex 3	2000 Definitions	[Applicable]
Annex 4	1992 FX Definitions	[Applicable]
Annex 5	1998 FX Definitions	[Applicable]
Annex 6	1993 Commodity Definitions	[Applicable]
Annex 7	2000 Commodity Supplement	[Applicable]
Annex 8	1994 Equity Option Definitions	[Applicable]
Annex 9	1996 Equity Definitions	[Applicable]
Annex 10	1997 Bond Option Definitions	[Applicable]
Annex 11	1997 Bullion Definitions	[Applicable]
Annex 12	1997 Short Form Bullion Definitions	[Applicable]
Annex 13	1999 Credit Definitions	[Applicable]
Annex 14	New York Annex	[Applicable]
Annex 15	English Annex	[Applicable]
Annex 16	English Deed	[Applicable]
Annex 17	Japanese Annex	[Applicable]
Annex 18	2001 Margin Provisions	[Applicable]]

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<sup>1</sup> Include as applicable. The Adherence Letter can be lodged at either ISDA's New York or European office. See Sections 2(a) and 5(f) of the Protocol.

<sup>2</sup> An Adhering Party may specify its preference that one or more of the Annexes are applicable by circling or only specifying the word "Applicable" for each Annex that it would like to see included.

**2. Appointment as Agent and Release**

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

**3. Payment**

We enclose payment of U.S.\$500.00, or represent that we have previously made payment of that amount to you, in respect of our adherence to the Protocol.

**4. Contact Details**

Our contact details for purposes of this Adherence Letter are:

- Name:
- Address:
- Telephone:
- Fax:
- E-mail:

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

Yours faithfully,

[ADHERING PARTY]<sup>3</sup>

By:

Name:
Title:
Signature:

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<sup>3</sup> Specify legal name of Adhering Party. A separate Adherence Letter should be lodged for each legal entity that is or may become a party to an ISDA 2002 Master Agreement and wishes to be bound by the terms of the Protocol.

**Form of Revocation Notice**

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**[Letterhead of Adhering Party]**

**[Date]**

**International Swaps and Derivatives Association, Inc.**  
**[360 Madison Avenue, 16th Floor**                      **[One New Change**  
**New York, NY 10017]<sup>4</sup>**                                      **London EC4M 9QQ]<sup>4</sup>**

Dear Sirs,

**2002 Master Agreement Protocol - Earlier Cut-off Date**

The purpose of this letter is to notify you that we wish to designate as the last date on which any counterparty may adhere to the 2002 Master Agreement Protocol as published by the International Swaps and Derivatives Association, Inc. on 15th July, 2003 (the "Protocol") in respect of any ISDA 2002 Master Agreement (now or in the future) between us the following date (the "Earlier Cut-off Date"):

**Earlier Cut-off Date:**                      [                      ]

This letter constitutes a Revocation Notice as referred to in the Protocol.

We consent to the publication of the conformed copy of this notice by ISDA on and after the Earlier Cut-off Date and to the disclosure by ISDA of the contents of this letter.

Yours faithfully,

[ADHERING PARTY]<sup>5</sup>

By:

Name:
Title:
Signature:

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<sup>4</sup> Include as applicable. The Revocation Notice can be lodged at either ISDA's New York or European office. See Sections 5(c) and 5(f) of the Protocol.

<sup>5</sup> Specify legal name of Adhering Party.

## ANNEX 1

### 1991 Definitions

When incorporated into any Confirmation or otherwise used in connection with a 2002 Master, the terms of the 1991 Definitions are deemed to be amended as follows:

- (a) **Confirmation.** In Section 1.2, the words "or otherwise effective" are inserted after the words "exchanged between the parties".
- (b) **Conditions Precedent.** The references in Sections 4.1, 4.2, 4.3, 4.4, 8.5(a) and 8.6(a) to "any applicable condition precedent" are replaced by references to "any other applicable provisions".
- (c) **International Swaps and Derivatives Association, Inc.** Any reference in the paragraph preceding Article 1 or in Exhibit I to "the International Swap Dealers Association, Inc." is replaced by a reference to "the International Swaps and Derivatives Association, Inc. (formerly the International Swap Dealers Association, Inc.)".
- (d) **Exhibit I.** The references in Exhibit I to "the Interest Rate and Currency Exchange Agreement" are replaced by references to "the ISDA 2002 Master Agreement".

## ANNEX 2

### 1998 Supplement

When incorporated into any Confirmation or otherwise used in connection with a 2002 Master, the terms of the 1998 Supplement are deemed to be amended as follows:

(a) **Conditions Precedent.** The references in Sections 12.3(a), 15.1, 17.1(ii), 18.1(a) and 18.1(b) to "any applicable condition precedent" and the reference in Section 18.6 to "any applicable conditions precedent" are replaced by references to "any other applicable provisions".

(b) **ISDA Master Agreement.** The following definition replaces Section 18.2(h):

"(h) **ISDA Master Agreement.** "ISDA Master Agreement" means, for the purpose of Sections 14, 17 and 18, the ISDA Master Agreement, if any, referred to in the related Confirmation and otherwise the standard form 2002 Master Agreement published by the International Swaps and Derivatives Association, Inc., and the terms "Terminated Transaction", "Early Termination Date", "Affected Parties", "Close-out Amount", "Event of Default" and "Potential Event of Default" have the respective meanings provided for in the ISDA Master Agreement."

(c) **Cash Settlement.** The following provision replaces Section 18.3(a):

"(a) **Cash Price.** If "Cash Price" is specified in the related Confirmation to be the Cash Settlement Method applicable to an Option Transaction, or Swap Transaction to which Mandatory Early Termination is applicable, the Cash Settlement Amount will be an amount determined with respect to the Relevant Swap Transaction as of the Cash Settlement Valuation Time on the Cash Settlement Valuation Date as the amount which would be payable in accordance with the provisions of Section 6(e)(ii)(1) of the ISDA Master Agreement (but without reference to clause (3) of Section 6(e)(ii)), mutatis mutandis, as though the Relevant Swap Transaction were a Terminated Transaction, the Cash Settlement Payment Date were an Early Termination Date and the Cash Settlement Currency were the Termination Currency. Notwithstanding the provisions of Section 6(e) of the ISDA Master Agreement and the definition of "Close-out Amount", the Calculation Agent will determine the Cash Settlement Amount on the basis of quotations (either firm or indicative) for a replacement transaction supplied by Cash Settlement Reference Banks (but the Calculation Agent may not take into account any loss or cost incurred by a party in connection with its terminating, liquidating or re-establishing any hedge related to the Relevant Swap Transaction (or any gain resulting from any of them)). The Calculation Agent will ask each Cash Settlement Reference Bank to provide a quotation using the Quotation Rate specified in the related Confirmation. Notwithstanding the provisions of Section 6(e) of the ISDA Master Agreement and the definition of "Close-out Amount", if fewer than three quotations are provided, the Cash Settlement Amount will be determined by the Calculation Agent in good faith and using commercially reasonable procedures. If the parties specify "Cash Price - Alternate Method" the Calculation Agent will determine the Cash Settlement Amount on the basis of the quotations obtained by each party separately from the Cash Settlement Reference Banks in accordance with Section 6(e)(ii)(2) of the ISDA Master Agreement (but without reference to clause (3) of Section 6(e)(ii))."

(d) **Termination Currency.** The reference in Section 18.2(g)(ii) to "the currency specified as the Termination Currency" and the references in footnotes 16, 30 and 32 in the Exhibits to "the Termination Currency specified" are replaced by references to "the Termination Currency".

(e) **Confirmation Before Agreement.** The reference in footnote 2 in the Exhibits to "the ISDA Master Agreement (Multicurrency-Cross Border)" is replaced by a reference to "the ISDA 2002 Master Agreement" and the reference to "and [specify currency] as the Termination Currency" is deleted.

## ANNEX 3

### 2000 Definitions

When incorporated into any Confirmation or otherwise used in connection with a 2002 Master, the terms of the 2000 Definitions are deemed to be amended as follows:

(a) **Confirmation.** In Section 1.2, the words "or otherwise effective" are inserted after the words "exchanged between the parties (including by means of an electronic messaging system or e-mail)".

(b) **Conditions Precedent.** The references in Sections 4.1, 4.2, 4.3, 4.4, 4.5, 11.3(a), 14.1, 16.1(a), 17.1(a), 17.1(b) and 17.1(c) to "any applicable condition precedent" are replaced by references to "any other applicable provisions".

(c) **ISDA Master Agreement.** The following definition replaces Section 17.2(i):

"(i) **ISDA Master Agreement.** "ISDA Master Agreement" means, for purposes of Section 17.2(h) (Cash Settlement Currency) and Section 17.2(j) (Quotation Rate), the ISDA Master Agreement, if any, referred to in the related Confirmation and otherwise (and, in any event, for purposes of Section 17.3(a) (Cash Price) and Section 17.3(b) (Cash Price - Alternate Method)) the standard form 2002 Master Agreement published by the International Swaps and Derivatives Association, Inc., and the terms "Terminated Transaction", "Early Termination Date", "Close-out Amount", "Credit Support Document", "Event of Default" and "Potential Event of Default" have the respective meanings provided for in the ISDA Master Agreement."

(d) **Cash Settlement.**

(i) **Cash Price.** The following provision replaces Section 17.3(a):

"(a) **Cash Price.** If "Cash Price" is specified in the related Confirmation to be the Cash Settlement Method applicable to an Option Transaction or Swap Transaction to which Mandatory Early Termination is applicable, the Cash Settlement Amount will be an amount determined with respect to the Relevant Swap Transaction as of the Cash Settlement Valuation Time on the Cash Settlement Valuation Date as the amount which would be payable in accordance with the provisions of Section 6(e)(ii)(1) of the ISDA Master Agreement (but without reference to clause (3) of Section 6(e)(ii)), the necessary changes being made, as though (i) the Relevant Swap Transaction were a Terminated Transaction, (ii) the Cash Settlement Payment Date, Optional Early Termination Date or Mandatory Early Termination Date, as the case may be, were an Early Termination Date and (iii) the Cash Settlement Currency were the Termination Currency. Notwithstanding the provisions of Section 6(e) of the ISDA Master Agreement and the definition of "Close-out Amount", the Calculation Agent will determine the Cash Settlement Amount on the basis of quotations (either firm or indicative) for a replacement transaction supplied by Cash Settlement Reference Banks (but the Calculation Agent may not take into account any loss or cost incurred by a party in connection with its terminating, liquidating or re-establishing any hedge related to the Relevant Swap Transaction (or any gain resulting from any of them)). The Calculation Agent will ask each Cash Settlement Reference Bank to provide a quotation using the Quotation Rate specified in the related Confirmation. In providing quotations, the Cash Settlement Reference Banks will be asked to assume that the Calculation Agent is a dealer in the relevant market of the highest credit standing which satisfies all the credit criteria which such Cash Settlement Reference Banks apply generally at the time in deciding whether to offer or make an extension of credit, and no account will be taken of any existing Credit Support Document. Notwithstanding the provisions of Section 6(e) of the ISDA Master Agreement and the definition of "Close-out Amount", if fewer than three quotations are provided, the Cash Settlement Amount will be determined by the Calculation Agent in good faith and using commercially reasonable procedures."

(ii) **Cash Price - Alternate Method.** The following provision replaces Section 17.3(b):

"(b) **Cash Price - Alternate Method.** If "Cash Price - Alternate Method" is specified in the related Confirmation to be the Cash Settlement Method applicable to an Option Transaction or Swap Transaction to which Mandatory Early Termination is applicable, the Cash Settlement Amount will be an amount determined with respect to the Relevant Swap Transaction as of the Cash Settlement Valuation Time on the Cash Settlement Valuation Date as the amount which would be payable in accordance with the provisions of Section 6(e)(ii)(2) of the ISDA Master Agreement (but without reference to clause (3) of Section 6(e)(ii)), the necessary changes being made, as though (i) the Relevant Swap Transaction were a Terminated Transaction, (ii) the Cash Settlement Payment Date, Optional Early Termination Date or Mandatory Early Termination Date, as the case may be, were an Early Termination Date and (iii) the Cash Settlement Currency were the Termination Currency. Notwithstanding the provisions of Section 6(e) of the ISDA Master Agreement and the definition of "Close-out Amount", the Cash Settlement Amount will be determined on the basis of quotations (either firm or indicative) for a replacement transaction supplied by Cash Settlement Reference Banks (but account may not be taken of any loss or cost incurred by a party in connection with its terminating, liquidating or re-establishing any hedge related to the Relevant Swap Transaction (or any gain resulting from any of them)). Each party will ask each Cash Settlement Reference Bank to provide a quotation using the Quotation Rate specified in the related Confirmation. In providing quotations, the Cash Settlement Reference Banks will be asked to assume that the party requesting the quotations is a dealer in the relevant market of the highest credit standing which satisfies all the credit criteria which such Cash Settlement Reference Banks apply generally at the time in deciding whether to offer or make an extension of credit, and no account will be taken of any existing Credit Support Document. Notwithstanding the provisions of Section 6(e) of the ISDA Master Agreement and the definition of "Close-out Amount", if fewer than three quotations are provided to either party, the Cash Settlement Amount will be the average of the amounts determined by each of the parties in good faith and using commercially reasonable procedures."

(e) **Termination Currency.** The reference in Section 17.2(h)(ii) to "the currency specified as the Termination Currency" and the references in footnotes 42, 58 and 62 in the Exhibits to "the Termination Currency specified" are replaced by references to "the Termination Currency".

(f) **Confirmation Before Agreement.** The reference in footnote 2 in the Exhibits to "the ISDA Master Agreement (Multicurrency-Cross Border)" is replaced by a reference to "the ISDA 2002 Master Agreement" and the reference to "and [specify currency] as the Termination Currency" is deleted.

## ANNEX 4

### 1992 FX Definitions

When incorporated into any Confirmation or otherwise used in connection with a 2002 Master, the terms of the 1992 FX Definitions are deemed to be amended as follows:

- (a) **Conditions Precedent.** The references in Sections 1.3, 2.2(1), 2.4(a) and 2.4(b) to "any applicable condition precedent" are replaced by references to "any other applicable provisions".
- (b) **International Swaps and Derivatives Association, Inc.** Any reference in the paragraph preceding Article 1 or in Exhibit I or Exhibit II to "the International Swap Dealers Association, Inc." is replaced by a reference to "the International Swaps and Derivatives Association, Inc. (formerly the International Swap Dealers Association, Inc.)".

## ANNEX 5

### 1998 FX Definitions

When incorporated into any Confirmation or otherwise used in connection with a 2002 Master, the terms of the 1998 FX Definitions are deemed to be amended as follows:

(a) **Confirmation.** In Section 1.4, the words "or otherwise effective" are inserted after the words "exchanged between the parties".

(b) **Conditions Precedent.** The references in Sections 2.2(a), 2.2(b)(i), 3.3(a), 3.3(b) and 3.7(b) to "any applicable condition precedent and any applicable provisions of Article 5" are replaced by references to "any other applicable provisions, including in Article 5". The reference in Section 3.4(a) to "any applicable condition precedent" is replaced by a reference to "any other applicable provisions". The reference in Section 3.7(a) to ", any other applicable condition precedent and any applicable provisions of Article 5" is replaced by a reference to "and any other applicable provisions, including in Article 5".

(c) **Disruption Events.** The following provision replaces Section 5.1(c)(i):

"(i) an ISDA Master Agreement, as amended and supplemented, which governs a Transaction, and if an event or circumstance that would otherwise constitute or give rise to an Illegality or a Force Majeure Event (as such terms are defined in the ISDA Master Agreement) also constitutes a Disruption Event that is applicable to that Transaction, then, for so long as that is the case, such event or circumstance will be treated as a Disruption Event and will be deemed not to constitute an Illegality or a Force Majeure Event, as the case may be, for purposes of these Definitions and that ISDA Master Agreement; or".

(d) **No Fault Termination.** The following definition replaces Section 5.2(c)(ix):

"(ix) "No Fault Termination" means that the Transaction will terminate in accordance with the applicable provisions set forth in Section 6 of the ISDA Master Agreement (which provisions, excluding Section 6(b)(iii), are hereby incorporated by reference into these Definitions), as if: (A) an "Illegality" or a "Force Majeure Event" had occurred, (B) any applicable grace periods or "Waiting Period" had lapsed, (C) any notice was effective on the date No Fault Termination became the applicable Disruption Fallback, (D) there were two "Affected Parties" and (E) the Transaction was the only "Affected Transaction". On the date No Fault Termination becomes the applicable Disruption Fallback, either Affected Party may, by notice to the other party, designate such date as an "Early Termination Date". The Termination Currency will be deemed to be the Non-Event Currency. The terms "Additional Termination Event", "Affected Parties", "Affected Transaction", "Early Termination Date", "Force Majeure Event", "Illegality", "Termination Currency Equivalent" and "Waiting Period" have the meanings provided for in the ISDA Master Agreement."

In addition, the reference in the Index to "Loss" is deleted.

(e) **ISDA Master Agreement.** The following definition replaces Section 5.4(l):

"(l) **ISDA Master Agreement.** "ISDA Master Agreement" means the standard form 2002 Master Agreement published by the International Swaps and Derivatives Association, Inc."

(f) **2000 ISDA Definitions.** In footnote 2 in Exhibit I, references to "the 1991 ISDA Definitions" are replaced by references to "the 2000 ISDA Definitions" and the reference to "(as amended by the 1997 Supplement)" is deleted.

(g) ***Confirmation Before Agreement.*** The reference in footnote 3 in Exhibit I to "and [specify currency] as the Termination Currency" is deleted.

## ANNEX 6

### 1993 Commodity Definitions

When incorporated into any Confirmation or otherwise used in connection with a 2002 Master, the terms of the 1993 Commodity Definitions are deemed to be amended as follows:

(a) **Confirmation.** In Section 1.2, the words "or otherwise effective" are inserted after the words "exchanged between the parties".

(b) **Conditions Precedent.** The references in Sections 4.1, 4.2, 8.3(e) and 8.6(a) to "any applicable condition precedent" and the reference in Section 7.3 to "any applicable conditions precedent" are replaced by references to "any other applicable provisions".

(c) **No Fault Termination.** The following definition replaces Section 7.5(c)(iii):

"(iii) "No Fault Termination" means that the Transaction will be terminated in accordance with any applicable provisions set forth in the relevant agreement or Confirmation as if a "Termination Event" that is an "Illegality" or a "Force Majeure Event" and an "Early Termination Date" (each as defined in the relevant agreement or Confirmation) had occurred on the day No Fault Termination became the applicable Disruption Fallback and there were two "Affected Parties" (as defined in the relevant agreement or Confirmation)."

## ANNEX 7

### 2000 Commodity Supplement

When incorporated into any Confirmation or otherwise used in connection with a 2002 Master, the terms of the 2000 Commodity Supplement are deemed to be amended as follows:

(a) **Conditions Precedent.** The reference in Section 7.3 to "any applicable conditions precedent" is replaced by a reference to "any other applicable provisions".

(b) **No Fault Termination.** The following definition replaces Section 7.5(c)(v):

"(v) "No Fault Termination" means that the Transaction will be terminated in accordance with any applicable provisions set forth in the relevant agreement or Confirmation as if a "Termination Event" that is an "Illegality" or a "Force Majeure Event" and an "Early Termination Date" (each as defined in the relevant agreement or Confirmation) had occurred on the day No Fault Termination became the applicable Disruption Fallback and there were two "Affected Parties" (as defined in the relevant agreement or Confirmation)."

## ANNEX 8

### 1994 Equity Option Definitions

When incorporated into any Confirmation or otherwise used in connection with a 2002 Master, the terms of the 1994 Equity Option Definitions are deemed to be amended as follows:

(a) **Confirmation.** In Section 1.2, the words "or otherwise effective" are inserted after the words "exchanged between the parties".

(b) **Conditions Precedent.** The reference in Section 4.1 to "any applicable condition precedent" is replaced by a reference to "any other applicable provisions" and the reference in Section 10.7(b) to "assuming satisfaction of each applicable condition precedent" is replaced by a reference to "assuming satisfaction of the conditions precedent in Section 2(a)(iii) of the ISDA Master Agreement and any other condition specified for this purpose in the related Confirmation".

(c) **Failure to Deliver; Default Interest.** The following provision replaces Section 8.7(a):

"(a) If "Failure to Deliver" is specified to be applicable to a Share Transaction entered into under an ISDA 2002 Master Agreement between Buyer and Seller (as amended and supplemented from time to time, the "Master Agreement"), then in respect of each exercise of Options under that Share Transaction, failure by a party to deliver, when due, Shares under that Share Transaction will not constitute an Event of Default if the party is unable to deliver the requisite number of Shares due to illiquidity in the market for the Shares and if that party (1) notifies the other party within one Clearance System Business Day of the relevant Exercise Date to that effect and (2) delivers on the Settlement Date such number of Shares, if any, as it can deliver on that date. In such case:

(i) the party's failure to deliver will constitute an Additional Termination Event with that party the sole Affected Party and that Share Transaction (after consideration of any partial delivery) the sole Affected Transaction, or, in the case of an American style Option to which Multiple Exercise is applicable, if less than all Options have been exercised (or deemed exercised) on the relevant Exercise Date, the Additional Termination Event will occur in respect of (and the Affected Transaction will be) a Transaction (after consideration of any partial delivery) consisting of the exercised Options only; and

(ii) the amount, if any, payable in respect of the Affected Transaction will be determined in accordance with Section 6(e) of the Master Agreement."

In Section 8.7(c), the reference to ", "Loss"" is deleted.

(d) **Confirmation Before Agreement.** In footnote 2 in Exhibit I, the reference to "the ISDA Master Agreement (Multicurrency-Cross Border)" is replaced by a reference to "the ISDA 2002 Master Agreement".

## ANNEX 9

### 1996 Equity Definitions

When incorporated into any Confirmation or otherwise used in connection with a 2002 Master, the terms of the 1996 Equity Definitions are deemed to be amended as follows:

(a) **Confirmation.** In Section 1.9, the words "or otherwise effective" are inserted after the words "exchanged between the parties".

(b) **ISDA Master Agreement.** The following definition replaces Section 1.26:

**"Section 1.26. ISDA Master Agreement. "ISDA Master Agreement"** means a standard form ISDA 2002 Master Agreement. The terms "Event of Default", "Additional Termination Event", "Affected Party", "Affected Transaction", "Close-out Amount" and "Early Termination Date" will have the meanings given to those terms in the ISDA Master Agreement."

(c) **Conditions Precedent.** The references in Sections 4.5(e) and 9.7(b) to "assuming satisfaction of each applicable condition precedent" are replaced by references to "assuming satisfaction of the conditions precedent in Section 2(a)(iii) of the ISDA Master Agreement and any other condition specified for this purpose in the related Confirmation".

(d) **Failure to Deliver.** The following provision replaces Section 6.9:

**"Section 6.9. Failure to Deliver.** If "Failure to Deliver" is specified to be applicable to a Physically-settled Option Transaction entered into under an ISDA Master Agreement, then in respect of each exercise of Options under that Transaction, failure by a party to deliver, when due, the relevant Shares under that Transaction will not constitute an Event of Default if the party is unable to deliver the requisite number of Shares due to illiquidity in the market for such Shares and if that party (a) notifies the other party within one Clearance System Business Day of the relevant Exercise Date to that effect and (b) delivers on the Settlement Date such number of Shares, if any, as it can deliver on that date. In such case:

(i) the party's failure to deliver will constitute an Additional Termination Event under the relevant ISDA Master Agreement with that party the sole Affected Party and that Transaction (after consideration of any partial delivery) the sole Affected Transaction, or, in the case of an American style Option Transaction to which Multiple Exercise is applicable, if less than all Options have been exercised (or deemed exercised) on the relevant Exercise Date, the Additional Termination Event will occur in respect of (and the Affected Transaction will be) a Transaction (after consideration of any partial delivery) consisting of the exercised Options only; and

(ii) the amount, if any, payable in respect of the Affected Transaction will be determined in accordance with Section 6(e) of the ISDA Master Agreement."

(e) **Cancellation and Payment.** The following provision replaces Section 9.3(b)(ii):

"(ii) "Cancellation and Payment", then (A) in the case of a Share Option Transaction or Share Basket Option Transaction, the Option Transaction will be cancelled as of the Merger Date and Seller will pay to Buyer the amount specified in Section 9.7 ("Payment upon Certain Extraordinary Events") and (B) in the case of a Share Swap Transaction or a Share Basket Swap Transaction, (X) the occurrence of a Share-for-Share Merger Event will constitute an Additional Termination Event under the relevant ISDA Master Agreement with the relevant Share Swap Transaction or Share Basket Swap Transaction the sole Affected Transaction and the party who is not the Equity Amount Payer the Affected Party; if there are two Equity Amount Payers, then the Equity Amount Payer in relation to whom the Equity Amount is not calculated by reference to the affected Shares

shall be the Affected Party or, if the Equity Amount with respect to both parties is calculated by reference to the affected Shares, then both parties will be Affected Parties and (Y) notwithstanding the definition of "Close-out Amount" in the relevant ISDA Master Agreement, any Determining Party will determine a Close-out Amount in respect of the Affected Transaction on the basis of quotations (either firm or indicative) for a replacement transaction supplied by one or more third parties that may take into account the creditworthiness of the Determining Party at the time the quotation is provided and the terms of any relevant documentation, including credit support documentation, between the Determining Party and the third party providing the quotation (but the Determining Party may not take into account any loss or cost incurred in connection with its terminating, liquidating or re-establishing any hedge related to the Affected Transaction (or any gain resulting from any of them)); or".

The following provision replaces Section 9.3(c)(ii):

"(ii) "Cancellation and Payment", then (A) in the case of a Share Option Transaction or Share Basket Option Transaction, the Option Transaction will be cancelled as of the Merger Date and Seller will pay to Buyer the amount specified in Section 9.7 ("Payment upon Certain Extraordinary Events") and (B) in the case of a Share Swap Transaction or a Share Basket Swap Transaction, (X) the occurrence of a Share-for-Other Merger Event will constitute an Additional Termination Event under the relevant ISDA Master Agreement with the relevant Share Swap Transaction or Share Basket Swap Transaction the sole Affected Transaction and the party who is not the Equity Amount Payer the Affected Party; if there are two Equity Amount Payers, then the Equity Amount Payer in relation to whom the Equity Amount is not calculated by reference to the affected Shares shall be the Affected Party or, if the Equity Amount with respect to both parties is calculated by reference to the affected Shares, then both parties will be Affected Parties and (Y) notwithstanding the definition of "Close-out Amount" in the relevant ISDA Master Agreement, any Determining Party will determine a Close-out Amount in respect of the Affected Transaction on the basis of quotations (either firm or indicative) for a replacement transaction supplied by one or more third parties that may take into account the creditworthiness of the Determining Party at the time the quotation is provided and the terms of any relevant documentation, including credit support documentation, between the Determining Party and the third party providing the quotation (but the Determining Party may not take into account any loss or cost incurred in connection with its terminating, liquidating or re-establishing any hedge related to the Affected Transaction (or any gain resulting from any of them)); or".

The following provision replaces Section 9.3(d)(ii):

"(ii) "Cancellation and Payment", then (A) in the case of a Share Option Transaction or Share Basket Option Transaction, the Option Transaction will be cancelled as of the Merger Date, and Seller will pay to Buyer the amount specified in Section 9.7 ("Payment upon Certain Extraordinary Events") and (B) in the case of a Share Swap Transaction or a Share Basket Swap Transaction, (X) the occurrence of a Share-for-Combined Merger Event will constitute an Additional Termination Event under the relevant ISDA Master Agreement with the relevant Share Swap Transaction or Share Basket Swap Transaction the sole Affected Transaction and the party who is not the Equity Amount Payer the Affected Party; if there are two Equity Amount Payers, then the Equity Amount Payer in relation to whom the Equity Amount is not calculated by reference to the affected Shares shall be the Affected Party or, if the Equity Amount with respect to both parties is calculated by reference to the affected Shares, then both parties will be Affected Parties and (Y) notwithstanding the definition of "Close-out Amount" in the relevant ISDA Master Agreement, any Determining Party will determine a Close-out Amount in respect of the Affected Transaction on the basis of quotations (either firm or indicative) for a replacement transaction supplied by one or more third parties that may take into account the creditworthiness of the Determining Party at the time the quotation is provided and the terms of any relevant documentation, including credit support documentation, between the

Determining Party and the third party providing the quotation (but the Determining Party may not take into account any loss or cost incurred in connection with its terminating, liquidating or re-establishing any hedge related to the Affected Transaction (or any gain resulting from any of them)); or".

The following definition replaces Section 9.6(c)(ii):

"(ii) "Cancellation and Payment" means that (A) in the case of a Share Option Transaction or Share Basket Option Transaction, the Option Transaction will be cancelled as of the Announcement Date and Seller will pay to Buyer the amount specified in Section 9.7 ("Payment upon Certain Extraordinary Events") and (B) in the case of a Share Swap Transaction or a Share Basket Swap Transaction, (X) the Nationalization or Insolvency will constitute an Additional Termination Event under the relevant ISDA Master Agreement with the relevant Share Swap Transaction or Share Basket Swap Transaction the sole Affected Transaction and the party who is not the Equity Amount Payer the Affected Party; if there are two Equity Amount Payers, then the Equity Amount Payer in relation to whom the Equity Amount is not calculated by reference to the affected Shares shall be the Affected Party or, if the Equity Amount with respect to both parties is calculated by reference to the affected Shares, then both parties will be Affected Parties and (Y) notwithstanding the definition of "Close-out Amount" in the relevant ISDA Master Agreement, any Determining Party will determine a Close-out Amount in respect of the Affected Transaction on the basis of quotations (either firm or indicative) for a replacement transaction supplied by one or more third parties that may take into account the creditworthiness of the Determining Party at the time the quotation is provided and the terms of any relevant documentation, including credit support documentation, between the Determining Party and the third party providing the quotation (but the Determining Party may not take into account any loss or cost incurred in connection with its terminating, liquidating or re-establishing any hedge related to the Affected Transaction (or any gain resulting from any of them))."

(f) **Confirmation Before Agreement.** In footnote 4 in Exhibit I, the reference to "the ISDA Master Agreement (Multicurrency-Cross Border)" is replaced by a reference to "the ISDA 2002 Master Agreement".

## ANNEX 10

### 1997 Bond Option Definitions

When incorporated into any Confirmation or otherwise used in connection with a 2002 Master, the terms of the 1997 Bond Option Definitions are deemed to be amended as follows:

(a) **Conditions precedent.** The references in Sections 2.4(a), 2.4(b), 2.5(b), 6.1 and 7.1 to "any applicable condition precedent" and the reference in Section 7.3 to "any applicable conditions precedent" are replaced by references to "any other applicable provisions".

(b) **Confirmation.** In Section 3.1, the words "or otherwise effective" are inserted after the words "exchanged between the parties".

(c) **Failure to Deliver and Buy-in Procedures.** The following provision replaces Section 6.4(c):

"(c) In the event that a party's failure to deliver is due to the non-existence of the Bonds to be Delivered or the other party is unable to exercise a buy-in, the Government Bond Option Transaction will be terminated in accordance with any applicable provisions set forth in the ISDA Master Agreement or the relevant Confirmation: (i) as if the failure to deliver constituted a Termination Event that is not an Illegality or a Force Majeure Event under the ISDA Master Agreement; (ii) as if the party that failed to deliver were the sole Affected Party; (iii) as if the other party had the sole right to terminate under Section 6(b)(iv)(1) of the ISDA Master Agreement and (iv) as if the relevant Government Bond Option Transaction (after consideration of any partial delivery) were the sole Affected Transaction, or, in the case of an American style Government Bond Option Transaction to which Multiple Exercise is applicable, if less than all Options have been exercised (or deemed exercised) on the relevant Exercise Date, a Government Bond Option Transaction (after consideration of any partial delivery) consisting of the exercised Options only were the sole Affected Transaction."

(d) **ISDA Master Agreement.** The following definition replaces Section 6.4(d):

"(d) "ISDA Master Agreement" means, for purposes of this Section 6.4, the Agreement, if any, referred to in the related Confirmation and otherwise the standard form 2002 Master Agreement published by the International Swaps and Derivatives Association, Inc., and the terms "Event of Default", "Termination Event" and "Affected Transaction" have the respective meanings provided for in the ISDA Master Agreement."

In addition, the reference in the Index to "Loss" is deleted.

(e) **Confirmation Before Agreement.** In footnote 2 in Exhibit I, the reference to "the ISDA Master Agreement (Multicurrency-Cross Border)" is replaced by a reference to "the ISDA 2002 Master Agreement" and the reference to "and [specify currency] as the Termination Currency" is deleted.

## ANNEX 11

### 1997 Bullion Definitions

When incorporated into any Confirmation or otherwise used in connection with a 2002 Master, the terms of the 1997 Bullion Definitions are deemed to be amended as follows:

- (a) **ISDA Master Agreement.** The following definition replaces Section 1.20:

**"Section 1.20. ISDA Master Agreement.** "ISDA Master Agreement" means the 2002 Master Agreement published by the International Swaps and Derivatives Association, Inc. The terms "Affected Party", "Offices", "Early Termination Date", "Event of Default", "Local Business Day", "Termination Event" and "Terminated Transaction" will have the meanings given to those terms in the ISDA Master Agreement."

- (b) **2000 ISDA Definitions.** The following definition replaces Section 1.21:

**"Section 1.21. 2000 ISDA Definitions.** "2000 ISDA Definitions" means the 2000 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc. ("ISDA") or any successor thereto published by ISDA, in each case as amended and/or supplemented from time to time). The terms "Banking Day", "Designated Maturity", "Representative Amount", "Reset Date", "Reuters Screen", "Sterling", "U.S. Dollar" and "USD-LIBOR-BBA" will have the meanings given to those terms in the 2000 ISDA Definitions."

In addition, references to the "1991 ISDA Definitions" in the Table of Contents, the Introduction, footnotes 2 and 3 in Exhibit I and the Index are replaced by references to the "2000 ISDA Definitions".

- (c) **Bullion Settlement Netting.** The reference in Section 5.1 to "any election which the parties may have made in relation to Section 2(c)(ii) of the ISDA Master Agreement" is replaced by a reference to "any election which the parties may have made to apply Multiple Transaction Payment Netting for purposes of Section 2(c) of the ISDA Master Agreement".

- (d) **Conditions Precedent.** The references in Sections 7.1 and 7.2 to "any applicable condition precedent" are replaced by references to "any other applicable provisions".

- (e) **Confirmation Before Agreement.** In footnote 4 in Exhibit I, the reference to "the ISDA Master Agreement (Multicurrency-Cross Border)" is replaced by a reference to "the ISDA 2002 Master Agreement" and the reference to "and [specify currency] as the Termination Currency" is deleted.

## ANNEX 12

### 1997 Short Form Bullion Definitions

When incorporated into any Confirmation or otherwise used in connection with a 2002 Master, the terms of the 1997 Short Form Bullion Definitions are deemed to be amended as follows:

- (a) **ISDA Master Agreement.** The following definition replaces Section 1.16:

**"Section 1.16. ISDA Master Agreement.** "ISDA Master Agreement" means the 2002 Master Agreement published by the International Swaps and Derivatives Association, Inc. The terms "Affected Party", "Offices", "Early Termination Date", "Event of Default", "Local Business Day", "Termination Event" and "Terminated Transaction" will have the meanings given to those terms in the ISDA Master Agreement."

- (b) **Bullion Settlement Netting.** The reference in Section 4.1 to "any election which the parties may have made in relation to Section 2(c)(ii) of the ISDA Master Agreement" is replaced by a reference to "any election which the parties may have made to apply Multiple Transaction Payment Netting for purposes of Section 2(c) of the ISDA Master Agreement".

- (c) **Confirmation Before Agreement.** In footnote 2 in Exhibit I, the reference to "the ISDA Master Agreement (Multicurrency-Cross Border)" is replaced by a reference to "the ISDA 2002 Master Agreement" and the reference to "and [specify currency] as the Termination Currency" is deleted.

## ANNEX 13

### 1999 Credit Definitions

When incorporated into any Confirmation or otherwise used in connection with a 2002 Master, the terms of the 1999 Credit Definitions are deemed to be amended as follows:

(a) **Confirmation.** In Section 1.2, the words "or otherwise effective" are inserted after the words "exchanged between the parties".

(b) **ISDA Master Agreement.** The following definition replaces Section 1.17:

**"Section 1.17. ISDA Master Agreement.** The terms "Additional Termination Event", "Affected Party", "Affected Transaction", "Affiliate", "Close-out Amount", "Event of Default", "Force Majeure Event", "Illegality", "Stamp Tax", "Tax" and "Termination Rate" shall have the meanings given to those terms in the standard form ISDA 2002 Master Agreement."

In addition, the reference in the Index to "Market Quotation" is deleted.

(c) **Conditions Precedent.** The reference in Section 2.5 to "any applicable condition precedent" is replaced by a reference to "any other applicable provisions".

(d) **Merger of Reference Entity and Seller.** The following provision replaces Section 2.28:

**"Section 2.28. Merger of Reference Entity and Seller.** In the event that Seller or a Reference Entity consolidates or amalgamates with, or merges into, or transfers all or substantially all its assets to, the Reference Entity or the Seller, as applicable, or Seller and a Reference Entity become Affiliates, an Additional Termination Event will be deemed to have occurred with Seller as the sole Affected Party, with each Credit Derivative Transaction involving such Reference Entity as an Affected Transaction. Notwithstanding the definition of "Close-out Amount" in the relevant ISDA Master Agreement, the Determining Party will determine a Close-out Amount in respect of each Affected Transaction or each group of Affected Transactions on the basis of quotations (either firm or indicative) for a replacement transaction or replacement transactions supplied by one or more third parties that may take into account the creditworthiness of the Determining Party at the time the quotation is provided and the terms of any relevant documentation, including credit support documentation, between the Determining Party and the third party providing the quotation (but the Determining Party may not take into account any loss or cost incurred in connection with its terminating, liquidating or re-establishing any hedge related to the Affected Transaction or group of Affected Transactions (or any gain resulting from any of them))."

(e) **Physical Settlement - impossibility or illegality.** In Section 9.3(c)(iii), the words "or a Force Majeure Event" are inserted after the words "will not constitute an Illegality".

(f) **Confirmation Before Agreement.** In footnote 1 in the Exhibit, the reference to "the [ISDA Master Agreement (Multicurrency-Cross Border)][ISDA Master Agreement (Local Currency-Single Jurisdiction)]" is replaced by a reference to "the ISDA 2002 Master Agreement" and the reference to "and [specify currency] as the Termination Currency" is deleted.

## ANNEX 14

### New York Annex

The terms of any New York Annex that supplements, forms part of, and is subject to, a 2002 Master are deemed to be amended as follows:

(a) **Swap Transactions.** The references in Paragraphs 5(i)(A) and 8(b) to "(or Swap Transactions)" are deleted.

(b) **Dispute Resolution.** The following provision replaces Paragraph 5(i)(B):

"(B) calculating the Exposure for 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 that Transaction; and".

(c) **Exposure.** The following definition replaces the definition of "Exposure" in Paragraph 12:

"**"Exposure"** means for any Valuation Date or other date for which Exposure is calculated and subject to Paragraph 5 in the case of a dispute, the amount, if any, that would be payable to a party that is the Secured Party by the other party (expressed as a positive number) or by a party that is the Secured Party to the other party (expressed as a negative number) pursuant to Section 6(e)(ii)(1) (but without reference to clause (3) of Section 6(e)(ii)) of this Agreement if all Transactions were being terminated as of the relevant Valuation Time, on the basis that (i) that party is not the Affected Party and (ii) United States Dollars 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) of this Agreement); and (y) the option rights of the parties in respect of the Transactions."

(d) **Set-off.** The following definition is added to Paragraph 12:

"**"Set-off"** means set-off, offset, combination of accounts, right of retention or withholding or similar right or requirement (whether arising under this Agreement, another contract, applicable law or otherwise) and, when used as a verb, the exercise of any such right or the imposition of any such requirement."

(e) **Specified Conditions.** In Paragraph 13(d), the following is inserted below the reference to "Illegality":

"Force Majeure Event [ ] [ ]".

## ANNEX 15

### English Annex

The terms of any Confirmation that is constituted by the English Annex are deemed to be amended as follows:

(a) ***Disputed Calculations or Valuations.*** The following provision replaces Paragraph 4(a)(4)(i)(B):

"(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 that Transaction; and".

(b) ***Default.*** The following provision replaces Paragraph 6:

#### **"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, 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%."

(c) ***Exposure.*** The following definition replaces the definition of "Exposure" in Paragraph 10:

"***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) (but without reference to clause (3) of Section 6(e)(ii) 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) of this Agreement); and (y) the option rights of the parties in respect of the Transactions."

## ANNEX 16

### English Deed

The terms of any Credit Support Document in relation to a 2002 Master that is constituted by the English Deed are deemed to be amended as follows:

- (a) **Dispute Resolution.** The following provision replaces Paragraph 5(a)(4)(i)(B):

"(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 mean 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 that Transaction; and".

- (b) **Exposure.** The following definition replaces the definition of "Exposure" in Paragraph 12:

"**"Exposure"** means, with respect to a party on a Valuation Date and subject to Paragraph 5 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) (but without reference to clause (3) of Section 6(e)(ii)) of the Agreement if all Transactions 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) of the Agreement 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) of the Agreement); and (y) the option rights of the parties in respect of the Transactions."

- (c) **Specified Conditions.** In Paragraph 13(e), the following is inserted below the reference to "Illegality":

"Force Majeure Event [ ] [ ]".

## ANNEX 17

### Japanese Annex

The terms of any Credit Support Document in relation to a 2002 Master that is constituted by the Japanese Annex are deemed to be amended as follows:

(a) **Swap Transactions.** The references in Paragraphs 5(i)(A) and 8(b) to "(or Swap Transactions)" are deleted.

(b) **Dispute Resolution.** The following provision replaces Paragraph 5(i)(B):

"(B) calculating the Exposure for 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 that Transaction; and".

(c) **Exposure.** The following definition replaces the definition of "Exposure" in Paragraph 12:

"**"Exposure"** means for any Valuation Date or other date for which Exposure is calculated and subject to Paragraph 5 in the case of a dispute, the amount, if any, that would be payable to a party that is the Obligee by the other party (expressed as a positive number) or by a party that is the Obligee to the other party (expressed as a negative number) pursuant to Section 6(e)(ii)(1) (but without reference to clause (3) of Section 6(e)(ii)) of the Agreement if all Transactions were being terminated as of the relevant Valuation Time, on the basis that (i) that party is not the Affected Party and (ii) Japanese Yen 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) of the Agreement 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) of the Agreement); and (y) the option rights of the parties in respect of the Transactions."

(d) **Set-off.** The following definition is added to Paragraph 12:

"**"Set-off"** means set-off, offset, combination of accounts, right of retention or withholding or similar right or requirement (whether arising under the Agreement, another contract, applicable law or otherwise) and, when used as a verb, the exercise of any such right or the imposition of any such requirement."

(e) **Specified Conditions.** In Paragraph 13(d), the following is inserted below the reference to "Illegality":

"Force Majeure Event [ ] [ ]".

## ANNEX 18

### 2001 Margin Provisions

When a 2001 Margin Supplement supplements, forms part of, and is subject to, a 2002 Master and the 2001 Margin Provisions, the terms of the 2001 Margin Provisions are deemed to be amended as follows:

(a) **Erratum dated March 28, 2002.** For the avoidance of doubt, the 2001 Margin Provisions apply as amended by the Erratum dated March 28, 2002.

(b) **Set-off.** The reference in Section 1.1(d) to "any set-off (as defined in Section 14 of the ISDA Master Agreement)" is replaced by a reference to "any set-off, offset, combination of accounts, right of retention or withholding or similar right or requirement (whether arising under the ISDA Master Agreement, another contract, applicable law or otherwise)".

(c) **Default.** Section 3.2(a) is amended to delete clauses (i) and (ii), to re-number clause (iii) as clause (ii) and to insert immediately before it the following new clause (i):

"(i) in the case of an ISDA Master Agreement, an amount equal to the Value of the Margin Received held by the Taker will be an Unpaid Amount due from the Taker to the Provider for purposes of Section 6(e) of the ISDA Master Agreement, for which purpose the Value of the Margin Received shall be determined on the basis that the Valuation Percentage applicable to each item of Eligible Margin is 100%."

(d) **Dispute Termination Event.** The reference in Section 5.11(b) to "Section 5(b)(v)" is replaced by a reference to "Section 5(b)(vi)".

(e) **ISDA Master Agreement.** The following definition replaces Section 5.25:

"**Section 5.25 ISDA Master Agreement.** "ISDA Master Agreement" means the published form of the ISDA 2002 Master Agreement; and if an agreement in that form (together with any elections, amendments and/or supplemental provisions in the Schedule agreed by the parties) is specified as the Agreement in the Supplement, that agreement."

(f) **Specified Conditions.** The following definition replaces Section 5.40:

"**Section 5.40 Specified Condition.** A "Specified Condition" means an event or condition specified as such for a party in the Supplement. With respect to an ISDA Master Agreement, "Specified Condition" may include any of Illegality, Force Majeure Event, Tax Event, Tax Event Upon Merger, Credit Event Upon Merger or any Additional Termination Events and other events, if specified as such for a party, in the Supplement."