(g) The parties agree that this Agreement shall apply to all transactions having the characteristics of a sale and repurchase agreement (including but not limited to those subject to any prior Global Master Repurchase Agreement, but excluding those subject to a Master Repurchase Agreement), and which are outstanding as at the date of this Agreement so that such transactions shall be treated as if they had been entered into under this Agreement and the terms of such transactions are amended accordingly with effect from the date of this Agreement.

(h) Notwithstanding the provisions of paragraph 2(cc) (as amended by part 1(h) above), if there is no generally recognized source agreed to by the parties for determining the price of any Securities, the price for such Securities shall be determined by Party A (using the bid price for such Securities) in its sole discretion.

(i) **ADDITIONAL EVENT OF DEFAULT.** The following subparagraph shall be added to paragraph 10(a) after the end of subparagraph (x) and before "then" in the last line of paragraph 10(a) and paragraph 10(a) shall be renumbered accordingly:

"(xi) Party B fails to deliver or furnish to Party A any of the documents or information required pursuant to this Agreement and Party A serves a Default Notice on Party B;"

For the purposes of the Event of Default listed in subparagraph 10(a)(xi), Paragraph 10(a)(x) does not apply.

(j) **EARLY TERMINATION.** If:

(a) as a result of sovereign action or inaction (directly or indirectly), Buyer or Seller becomes unable to perform any absolute or contingent obligation to make a payment or transfer or to receive a payment or transfer in respect of any Transaction hereunder or to comply with any other material provision of this Agreement relating to such Transaction (each such occurrence a *"Termination Event"*), or

(b) there occurs an event which would constitute a default, event of default or other similar condition or event (however described, including, without limitation, an Additional Termination Event as defined in the ISDA Agreement) in respect of Party B under any Specified Agreement or Financial Market Transaction such as to cause an early termination of or close out of or acceleration of any obligation under that Specified Agreement or Financial Market Transaction in accordance with its terms, regardless of whether a transaction under the Specified Agreement or Financial Market Transaction is in effect on the date of such occurrence, and Party A serves written notice on Party B,

then Party A may, at its option, declare an early termination of or close-out of or acceleration of Party B's obligations to have occurred hereunder and, upon the exercise of such option, take all steps and exercise all rights granted to the nondefaulting party in Paragraph 10(b) to Paragraph 10(f) of the Agreement (with all references to the "defaulting party" changed to "Party B", all references to the "nondefaulting party" changed to "Party A", and all references to an "Event of Default" changed to "Termination Event").

(k) **REPRESENTATIONS.** Party B represents to Party A (which representation will be deemed to be repeated by Party B on each date on which a Transaction is entered into) that:

(i) with respect to this Agreement and each Transaction, it will be in full compliance with, all Operative Documents and all applicable laws, rules, regulations, interpretations, guidelines, procedures and policies of applicable, governmental and regulatory authorities affecting Party B, and this Agreement and each Transaction is, and will be, authorised and permissible transactions and investments thereunder; and

(ii) all governmental and other consents that are required to have been obtained by Party B with respect to this Agreement have been obtained and are in full force and effect and all conditions of such consents have been complied with.

(l) **CONFIRMATIONS.** Notwithstanding paragraph 3(b) or Annex II, the parties agree that, for operational reasons, the form of the Confirmations automatically issued by Party A and which do not require the signature of the parties may vary from the form set out in Annex II and each reference in any such Confirmation to:

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Confidential