sum or obligation (whether or not arising under this Agreement, whether matured or unmatured, whether or not contingent and irrespective of the currency, place of payment or booking office of the sum or obligation) owed by Y to X or any Affiliate of X (the **"X Set Off Amount"**) against any sum or obligation (whether or not arising under this Agreement, whether matured or unmatured, whether or not contingent and irrespective of the currency, place of payment or booking office of the sum or obligation) owed by X or any Affiliate of X to Y (the **"Y Set Off Amount"**). X will give notice to the other party of any set off effected under this subparagraph of Annex 1.

(i) For this purpose, either the X Set Off Amount or the Y Set Off Amount (or the relevant portion of such set off amounts) may be converted by X into the currency in which the other set off amount is denominated at the rate of exchange at which X would be able, acting in a reasonable manner and in good faith, to purchase the relevant amount of such currency.

(ii) If a sum or obligation is unascertained, X may in good faith estimate that obligation and set-off in respect of the estimate, subject to the relevant party accounting to the other when the obligation is ascertained.

Nothing in this subparagraph will be effective to create a charge or other security interest. This subparagraph will be without prejudice and in addition to any right of set-off, combination of accounts, lien or other rights to which any party is at any time otherwise entitled (whether by operation of law, contract or otherwise).

4. **DELIVERY OF DOCUMENTS.** The Parties agree that each will deliver to the other party the documents required pursuant to Part 3 of the Schedule to the ISDA Master Agreement between Party A and Party B, as may be amended ("ISDA"). The documents shall be provided within the delivery deadlines set forth therein and shall be provided notwithstanding any termination of the ISDA.

5. **The following supplemental terms shall apply where Party B is domiciled in the United States:**

(a) Paragraph 2(a)(v) and (vi) shall be renumbered 2(a)(vi) and (vii) respectively and a new 2(a)(v) shall be added as follows:

"(v)(A) the commencement by any party as debtor of any case or proceeding under any bankruptcy, insolvency, reorganisation, liquidation, moratorium, dissolution, delinquency or similar law, or such party seeking the appointment or the election of a receiver, conservator, trustee, custodian or similar official for such party or any substantial part of its property, or the convening of a meeting of creditors for purposes of commencing any such case or proceeding or seeking such appointment or election, or (B) the commencement of any such case or proceeding against any such party seeking such an appointment or election, or the filing against a party of an application for a protective decree under the provisions of the Securities Investors Protection Act of 1970, which (1) is consented to or not timely contested by such party, (2) results in an entry of an order for relief, such appointment or election, the issuance of a protective decree or the entry of an order having similar effect, or (3) is not dismissed within 15 days;"

(b) A new Paragraph 9(i) shall be added as follows:

"(i) The source of any of the funds or assets involved in any Transaction are not deemed to include the assets of any "plan" (as such term is defined in Section 4975 of the Internal Revenue Code of 1986 (United States), as amended (the "*Code*")) subject to Section 4975 of the Code or any "employee benefit plan" (as such term is defined in Section 3(3) of the United States' Employee Retirement Income Security Act of 1974, as amended ("*ERISA*")) subject to Title I of ERISA, or otherwise out of "plan assets" within the meaning of United States Department of Labor regulation § 2510.3-101, 29CFR § 2510-3-101."

(c) **The following new paragraphs shall be added the Agreement**:

"**22. INTENT**

(a) The parties recognise that each Transaction is a "repurchase agreement" as that term is defined in Section 101 of Title 11 of the United States Code as amended (the "*US*