

Paragraph 11 Elections and Variables¹

(a) **Base Currency and Eligible Currency**

- (i) **"Base Currency"** means euro.
- (ii) **"Eligible Currency"** means the Base Currency.

(b) **Credit Support Obligations**

(i) **Delivery Amount, Return Amount and Credit Support Amount**

- (A) **"Delivery Amount"** has the meaning specified in Paragraph 2(a).
- (B) **"Return Amount"** has the meaning specified in Paragraph 2(b).
- (C) **"Credit Support Amount"** has the meaning specified in Paragraph 10.

(ii) **Eligible Credit Support.** The following items will qualify as **"Eligible Credit Support"** for Party A:

		Party A	Party B	Valuation Percentage
(A)	Cash in an Eligible Currency	Yes	Yes	100%
[(B)	Negotiable debt obligations issued by the Governments of the Euro-zone, the United States of America, and the United Kingdom having a remaining maturity of not more than five years from the Valuation Date and being rated at least AAA (S&P) or AAA (Fitch Ratings) or Aaa (Moody's) on the Valuation Date and which settle through an Approved Clearing System.	Yes	Yes	97%
(C)	Negotiable debt obligations issued by the Governments of the Euro-zone, the United States of America, and the United Kingdom having a remaining maturity of five years or more from the Valuation Date and being rated at least AAA (S&P) or AAA (Fitch Ratings) or Aaa (Moody's) on the Valuation Date and which settle through an Approved Clearing System.] ²	Yes	Yes	95%
(D)	Such other Eligible Collateral as may be agreed between the parties	Yes	Yes	As agreed between the parties.

(iii) **Thresholds**

- (A) **"Independent Amount"** means with respect to Party A: **please complete**
"Independent Amount" means with respect to Party B: None.
- (B) **"Threshold"** means with respect to Party A: None.
"Threshold" means with respect to Party B: **please complete**

¹ The parties may elect this Credit Support Annex.

² The parties may elect (B) and (C) together, not separately.

- (C) **"Minimum Transfer Amount"** means with respect to Party A and Party B: The amount equivalent to 10,000 euro.
- (D) **Rounding.** The Delivery Amount and the Return Amount will be rounded up or down to the nearest integral multiple of 10,000 euro.

(c) **Valuation and Timing**

- (i) **"Valuation Agent"** means, for the purposes of Paragraphs 2 and 4, and for the purposes of Paragraph 5(c): Party A.

The valuation of the Credit Support Amount shall be made pursuant to Paragraph 3(b) and pursuant to the following procedures:

- (A) Party A shall before the Notification Time report by email to Party B:

- (a) The market value of each collateralised transaction, denominated in euro.
- (b) The market value of the posted collateral to Party B, denominated in euro.
- (c) The Credit Support Amount, denominated in euro.

- (B) If Party A's determination remains undisputed, Party B shall notify the Valuation Agent of the agreed Delivery Amount (if any) or the Return Amount (if any) by email.

- (C) If the Delivery Amount or the Return Amount, as the case may be, on a Local Business Day equals or exceeds the Minimum Transfer Amount, as the case may be, and if both parties agree, then Eligible Credit Support will be transferred pursuant to Paragraph 2.

- (ii) **"Valuation Date"** means each Local Business Day.
- (iii) **"Valuation Time"** means the close of business on the Valuation Date or date of calculation, as applicable; provided that the calculations of Value and Exposure will be made as of approximately the same time on the same date.
- (iv) **"Notification Time"** means 2.00 p.m., CET, on the Local Business Day following the applicable Valuation Date.

(d) **Exchange Date**

"Exchange Date" has the meaning specified in Paragraph 3(c)(ii).

(e) **Dispute Resolution**

- (i) **"Resolution Time"** means 5.00 p.m., CET, on the Local Business Day following the date on which the notice is given that gives rise to a dispute under Paragraph 4.
- (ii) **Value.** For the purpose of Paragraphs 4(a)(4)(i)(C) and 4(a)(4)(ii), the Value of the outstanding Credit Support Balance or of any transfer of Eligible Credit Support or Equivalent Credit Support, as the case may be, will be calculated as follows: Disputes over value will be resolved by the Valuation Agent seeking four bid quotes as of the relevant Valuation Date or date of Transfer from parties that regularly act as nationally recognised principal market makers in the securities or other property in question. The Value will be the arithmetic mean of the quotes received by the Valuation Agent multiplied by the applicable Valuation Percentage.
- (iii) **Alternative.** The provisions of Paragraph 4 will apply.

(f) **Distributions and Interest Amount**

- (i) **Interest Rate.** The **"Interest Rate"** with exception of the condition mentioned hereafter under (iv) will be EONIA. "EONIA" for any day means the reference rate equal to the overnight rate as

calculated on an actual / 360 day count by the European Central Bank and appearing on different publication media on the first TARGET Settlement Day following that day. For the purposes of this Annex, TARGET Settlement Day means any day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System is open.

(ii) **Transfer of Interest Amount.** The transfer of the Interest Amount will be made on last Local Business Day of each calendar month and on any Local Business Day that a Return Amount consisting wholly or partly of cash is transferred to Party A pursuant to Paragraph 2(b).

(iii) **Alternative to Interest Amount.** The provisions in Paragraph 5(c)(ii) will apply.

(g) **Addresses for Transfers**

(i) **[In the case of securities:**

Party A and Party B:

please complete

in the case of cash:]³

Directly by Target to

please complete

(h) **Amendments to the Annex**

(i) The terms of Paragraph 4(a)(4)(i)(B) are amended in their entirety as follows:

"(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 the Transaction; and"

(ii) The terms of Paragraph 6 are amended to read in their entirety as follows:

"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%."

(iii) The term "Exposure" in Paragraph 10 of the Annex is hereby amended to read in its entirety as follows:

"**'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) 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

³ Will apply when Paragraph 11(b)(ii)(B) and (C) are elected.

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)); and (y) the option rights of the parties in respect of the Transactions.

(i) **Other Provisions**

- (i) [All references in this annex to the "Transferee" shall be read as references to Party B, and all corresponding references to the "Transferor" shall be read as references to Party A.]⁴
- (ii) **Minimum Transfer Amount.** Notwithstanding the provisions of Paragraph 11(b)(iii)(C), when the Credit Support Amount with respect to both parties on a Valuation Date is zero or provided, that if an Event of Default or Termination Event has occurred and is continuing, the Minimum Transfer Amount with respect to both parties will be zero.
- (iii) [**"Euro-zone"** means the region comprised of members states of the European Union that adopt the single currency in accordance to the EC Treaty (Treaty establishing the European Community (signed in Rome on 25th March, 1957), as amended by the Treaty on European Union (signed in Maastricht on 7th February, 1992).]⁵
- (iv) **"Local Business Day"** means TARGET Settlement Day.
- (v) **"Local Delivery Day"** means TARGET Settlement Day.
- (vi) [**"Approved Clearing System"** means the securities clearing system operated by Clearstream Banking S.A. or Euroclear System.]⁶
- (vii) **Demands and Notices.** Paragraph 9(c) of this Annex shall be deleted in its entirety and replaced with the following:

All demands and notices given by a party under this Annex will be given as specified hereunder with regard to:

Party A: *please complete*

Party B: *please complete*

⁴ Will apply when Paragraph 11(b)(ii)(B) and (C) are elected.

⁵ Will apply when Paragraph 11(b)(ii)(B) and (C) are elected.

⁶ Will apply when Paragraph 11(b)(ii)(B) and (C) are elected.

IN WITNESS WHEREOF the parties have executed this document on the respective dates specified below with effect from the date specified on the first page of this document.

Party A	Party B
Date	Date
Signature	Signature
Name	Name
Function	Function