

ISDA[®]

International Swaps and Derivatives Association, Inc.

AMENDMENT

to the 1987 Interest Rate and Currency Exchange Agreement to provide for Full Two-Way Payments

dated as of

..... and

have entered into an Interest Rate and Currency Exchange Agreement dated as of, 19... (the "Agreement"). The parties have now agreed to amend the Agreement by this Amendment (this "Amendment").

Accordingly, in consideration of the mutual agreements herein contained, the parties agree as follows:---

1. Full Two-Way Payments

The Agreement is amended to provide that a Defaulting Party may receive a payment of a Settlement Amount that would be payable to it as if the event that caused the early termination of the Agreement was a Termination Event with one Affected Party instead of an Event of Default, by inserting the following provision in the Schedule to the Agreement:

- (a) Section 6(e)(i)(1) is hereby deleted;
- (b) Section 6(e)(i)(2) is hereby amended by deleting the words "(2) if there is an Affected Party";
- (c) Section 6(e)(iii) is hereby amended by deleting "Section 6(e)(i)(2)" and inserting in lieu thereof "Section 6(e)(i)"; and
- (d) Section 14 is hereby amended by deleting the proviso to the definition of Settlement Amount.

2. Set-off Provisions¹

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¹ Parties should either insert "None", or those wishing to include a set-off clause to permit a non-Defaulting Party to set-off amounts due to a Defaulting Party against amounts due from the Defaulting Party or its affiliates under other agreements should include one of the clauses included in Part V of the User's Guide to the 1992 ISDA Master Agreements or a similar provision acceptable to them.

3. Miscellaneous

- (a) **Entire Agreement.** This Amendment constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communications and prior writings with respect thereto.
- (b) **Definitions.** All capitalized terms in this Agreement shall have the same meaning ascribed to them in the Agreement.
- (c) **Agreement Continuation.** The Agreement, as modified herein, shall continue in full force and effect.
- (d) **Counterparts.** This Amendment may be executed and delivered in counterparts (including by facsimile transmission), each of which will be deemed an original.
- (e) **Headings.** The headings used in this Amendment are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement.
- (f) **Governing Law.** This Amendment will be governed by and construed in accordance with English law/the laws of the State of New York (without reference to choice of law doctrine).²

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date specified on the first page of this Amendment.

.....
(Name of Party)

.....
(Name of Party)

By:
Name:
Title:

By:
Name:
Title:

² Delete as applicable.