

**ISDA® CREDIT SUPPORT ANNEX – ONTARIO LAW, CREDIT SUPPORT AND
COUNTERPARTY AMENDMENTS, INSTRUCTIONS AND ADDITIONAL
PROVISIONS**

**Schedule of Amendments to, and Instructions for, the New York Form of Credit
Support Annex**

All of the following clauses are added to paragraph 13(m) except for Amendments 12 and 18 which are included within paragraph 13(j). Parties may choose to incorporate these changes in different ways.

Amendment 1: Paragraph 1(b)

Amendment to Paragraph 1(b). Paragraph 1(b) is amended by adding the words “or in the case of Other Posted Support in the form of Cash as the transferee thereof” between the words “thereof” and “and” in the 5th line and by adding the words “or transferee” between the words “beneficiary” and “thereof” in the 6th line.

Amendment 2: Paragraph 6(c)

Amendment to Paragraph 6(c). Paragraph 6(c) of this Annex is amended by deleting the words “, notwithstanding Section 9-207 of the New York Uniform Commercial Code,”.

Amendment 3: Paragraph 6(d)(ii)

Amendment of Interest Amount Provision. Paragraph 6(d)(ii) is deleted and replaced with the following paragraph.

Interest Amount. Subject to Paragraph 4(a), with respect to Other Posted Support in the form of Cash, the Secured Party will Transfer to the Pledgor at the times specified in Paragraph 13 the Interest Amount to the extent that a Delivery Amount would not be created or increased by that Transfer, as calculated by the Valuation Agent (and the date of calculation will be deemed to be a Valuation Date for this purpose). The Interest Amount or portion thereof not Transferred pursuant to this Paragraph will constitute Other Posted Support in the form of Cash.

Amendment 4: Paragraph 7(i)

Amendment to Paragraph 7(i). Paragraph 7(i) is amended by replacing the words “Posted Collateral” in the 2nd line with the words “Posted Credit Support”

and the words "Eligible Collateral" in the 2nd line with the words "Other Eligible Support".

Amendment 5: Paragraph 8(a)(ii)

Amendment to Paragraph 8(a)(ii). Paragraph 8(a)(ii) is amended by adding the words "including the rights specified in Paragraph 13(m) [refer to paragraph where amendment 20 will be inserted]" after the words "Other Posted Support".

Amendment 6: Paragraph 8(b)(ii)

Amendment to Paragraph 8(b)(ii). Paragraph 8(b)(ii) is amended by adding the words "including the rights specified in Paragraph 13(m) [refer to paragraph where amendment 20 will be inserted]" after the words "Other Posted Support".

Amendment 7: Paragraph 8(c)

Amendment to Paragraph 8(c). Paragraph 8(c) is amended by adding the words "and Paragraph 13(m) [refer to paragraph where amendment 20 will be inserted]" after the number "8(b)" in the 2nd line.

Addition 8: Paragraph 9

Addition to Paragraph 9. Paragraph 9 is amended by adding the following paragraph after paragraph (iv)

- (v) it is the sole owner of or otherwise has the right to Transfer any Cash Transferred as Other Posted Support free and clear of any security interest, lien, encumbrance or other restrictions.

Amendment 9: Paragraph 11(a)

Amendment to Paragraph 11(a). Paragraph 11(a) is amended by adding the words ", Posted Credit Support in the form of Cash" after the words "Posted Collateral" where they appear in that paragraph.

Amendment 10: Paragraph 12

Amendment to Paragraph 12. The following definitions in Paragraph 12 of this Annex are hereby amended:

(A) The definition of "Cash" is deleted and replaced with the following:

"Cash" means the lawful currency of Canada or the United States of America.

(B) The definition of "Interest Amount" is deleted and replaced with the following:

"Interest Amount" means, with respect to an Interest Period, the aggregate sum of the amounts of interest calculated for each day in that Interest Period on the principal amount of Posted Collateral in the form of Cash held by the Secured Party on that day, determined by the Secured Party for each such day as follows:

- (x) the amount of that Cash on that day; multiplied by
- (y) the Interest Rate in effect for that day; divided by
- (z) 365, if the amount of interest is calculated in Canadian Dollars, or 360, if the amount of interest is calculated in U.S. Dollars.

[or]

"Interest Amount" means, with respect to an Interest Period, the aggregate sum of the amounts of interest calculated for each day in that Interest Period on the principal amount of Other Posted Support in the form of Cash held by the Secured Party on that day, determined by the Secured Party for each such day as follows:

- (x) the amount of that Cash on that day; multiplied by
- (y) the Interest Rate in effect for that day; divided by
- (z) 365, if the amount of interest is calculated in Canadian Dollars, or 360, if the amount of interest is calculated in U.S. Dollars.

(C) The definition of "Transfer" is deleted and replaced with the following:

"Transfer" means with respect to any Eligible Credit Support, Posted Credit Support or Interest Amount, and

in accordance with the instructions of the Secured Party, Pledgor or Custodian, as applicable:

(i) in the case of Cash, payment or delivery by wire transfer into one or more bank accounts specified by the recipient [including, in the case of Party [A][B] as the Secured Party, bank accounts held at Party [A][B]];

(ii) in the case of certificated securities that cannot be paid or delivered by book-entry, payment or delivery in appropriate physical form to the recipient or its account accompanied by any duly executed instruments of transfer, assignments in blank, transfer tax stamps and any other documents necessary to constitute a legally valid transfer to the recipient;

(iii) in the case of securities that can be paid or delivered by book-entry, the giving of written instructions to the relevant depository institution or other entity specified by the recipient, together with a written copy thereof to the recipient, sufficient if complied with to result in a legally effective transfer of the relevant interest to the recipient; and

(iv) in the case of Other Eligible Support or Other Posted Support, as specified in Paragraph 13.

(D) The definition of "Interest Period" is amended by deleting the words "Posted Collateral" and replacing them with the words "Other Posted Support".

(E) The definition of "Posted Collateral" is amended by deleting the words "Posted Collateral" in the 6th line and replacing them with the words "Other Posted Support".

Addition to Paragraph 12. The following definition is added to Paragraph 12 of this Annex:

"Currency Equivalent" means, with respect to an amount on a Valuation Date, in the case of an amount denominated in Canadian Dollars, such Canadian Dollar amount and, in the case of an amount denominated in a currency other than Canadian Dollars (the "Other Currency"), the amount in Canadian Dollars determined by the relevant Valuation Agent as being required to purchase such amount of such Other Currency as at such

Valuation Date with Canadian Dollars at the rate equal to the spot exchange rate determined by the Valuation Agent for the purchase of such Other Currency for value on such Valuation Date.

Amendment 11: Paragraph 13(b)(ii)

Amendment to Paragraph 13(b)(ii). Eligible Collateral. The following items will qualify as “Eligible Collateral” for the party specified:

	Party A	Party B	Valuation Percentage
(A) [Cash] ¹	[]	[]	[]%
(B) negotiable debt obligations issued by the Government of Canada or by a Province of Canada having an original maturity at issuance of not more than one year	[]	[]	[]%
(C) negotiable debt obligations issued by the Government of Canada or by a Province of Canada having an original maturity at issuance of more than one year but not more than 10 years	[]	[]	[]%
(D) negotiable debt obligations issued by the Government of Canada or by a Province of Canada having an original maturity at issuance of more than 10 years	[]	[]	[]%
(E) negotiable debt obligations issued by the U.S. Treasury Department having an original maturity at issuance of not more than one year	[]	[]	[]%
(F) negotiable debt obligations issued by the U.S. Treasury Department having an original maturity at issuance of more than one year but not more than 10 years	[]	[]	[]%
(G) negotiable debt obligations issued by the U.S. Treasury Department having an original maturity at issuance of more than 10 years	[]	[]	[]%
(H) other:	[]	[]	[]%

¹ Remove this line if including paragraph 13(m)([Amendment 20]) below.

Instruction 12: Paragraph 13(b)(iii)

Add "Cash" as form of Eligible Credit Support.

Instruction 13: Paragraph 13(b)(iv)

Specify if CAD or USD in (A), (B), (C), (D).

Instruction 14: Paragraph 13(c)(iv)

Specify "1:00 p.m. Toronto time" in Paragraph 13(c)(iv).

Instruction 15: Paragraph 13(f)(i)

Add in space provided "Resolution Time" means 1:00 p.m., Toronto time, on the Local Business Day following the date on which notice of the dispute is given under Paragraph 5.

Instruction 16: Paragraph 13(g)(i)

Specify "Ontario" as a place in which Posted Collateral may be held if Canadian securities are Eligible Posted Collateral.

Amendment 17: Paragraph 13(h)(i)

Amendment to Paragraph 13(h)(i). In Paragraph 13(h)(ii) the words "Posted Collateral" are deleted and replaced with "Other Posted Support".

Amendment 18: Paragraph 13(j)

Amendment to Paragraph 13(j). Add the words "with respect to Other Posted Support in the form of Cash, the amount thereof".

Addition 19: Paragraph 13(m)(●)

Additional Rights of Secured Party. In addition to the rights of the Secured Party set out in Paragraph 8(a) of this Annex, the Secured Party shall have all of the rights of a bona fide and good faith purchaser whenever consistent with applicable law, and nothing in this Annex shall be interpreted as interfering with such rights.

Addition 20: Paragraph 13(m)(●)

Other Posted Support in the form of Cash.

- (i) Where a party transfers Cash as Other Posted Support, the relationship between the Pledgor and the

Secured Party is a relationship of creditor and debtor respectively and all right, title and interest in any Other Posted Support in the form of Cash is transferred absolutely by the Pledgor to the Secured Party. The Pledgor hereby grants to the Secured Party a right to Set-off any amounts payable by the Pledgor with respect to any Obligations against the Secured Party's obligations with respect to any Other Posted Support in the form of Cash. This right of Set-off can be exercised in the same circumstances as the Secured Party can exercise its rights under Paragraph 8(a).

(ii) The Secured Party will repay the Other Posted Support in the form of Cash in the same circumstances as would apply to the exercise of a Pledgor's rights under paragraph 8(b). If the Other Posted Support in the form of Cash is not so Transferred, the Pledgor may Set-off the amounts payable by the Pledgor with respect to any Obligations against the obligation of the Secured Party with respect to such amounts or to the extent that the Pledgor does not Set-off to withhold payment of any remaining amounts payable by the Pledgor with respect to any Obligations, up to the Value of any remaining obligations of the Secured Party with respect to the Other Posted Support in the form of Cash.

(iii) Distributions in the form of Cash that are not transferred to the Pledgor pursuant to Paragraph 6(d)(i) shall be treated as Other Posted Support in the form of Cash.

Addition 21: Paragraph 13(m)(●)

Currency Equivalents. With respect to (i) the Value of Eligible Collateral, Posted Collateral, Other Eligible Support and Other Posted Support, and (ii) the calculations of Exposure and Interest Amount [**Independent Amount, Threshold and Minimum Transfer Amount**], all such amounts will be deemed to refer to their Currency Equivalent.