

## May 2003 Supplement to the 2003 ISDA Credit Derivatives Definitions

Any or all of the following definitions and provisions may be incorporated into a document by wording in the document indicating that, or the extent to which, the document is subject to the 2003 ISDA Credit Derivatives Definitions (as published by the International Swaps and Derivatives Association, Inc. (“ISDA”)), as supplemented by the May 2003 Supplement to such Definitions (as so supplemented, the “2003 Definitions”). All definitions and provisions so incorporated in a document will be applicable to that document unless otherwise provided in that document and all terms defined in the 2003 Definitions and used in any definition or provision that is incorporated by reference in a document will have the respective meanings set forth in the 2003 Definitions unless otherwise provided in that document. Any term used in a document will, when combined with the name of a party, have meaning in respect of the named party only

If the parties have specified that this Supplement is applicable, the following provisions shall apply for purposes of the related Credit Derivative Transaction:

I. The 2003 Definitions are hereby amended by deleting Section 2.25(a) in its entirety and replacing it with the following:

**Section 2.25. Downstream Affiliate and Voting Shares.** (a) “Downstream Affiliate” means an entity whose outstanding Voting Shares were, at the date of issuance of the Qualifying Guarantee, more than 50% owned, directly or indirectly, by the Reference Entity.

II. The 2003 Definitions are hereby amended by deleting Section 2.21(d)(ii) and (iii) in their entirety and replacing them with the following Section 2.21(d)(ii) and re-numbering the clauses accordingly in Section 2.21(d):

### **Section 2.21. Interpretation of Provisions.**

(d)(ii) For purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics, both the Qualifying Guarantee and the Underlying Obligation must satisfy on the relevant date each of the applicable Obligation Characteristics or Deliverable Obligation Characteristics, if any, specified in the related Confirmation from the following list: Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency and Not Domestic Law. For these purposes, unless otherwise specified in the related Confirmation, (A) the lawful currency of any of Canada, Japan, Switzerland, the United Kingdom or the United States of America or the euro shall not be a Domestic Currency and (B) the laws of England and the laws of the State of New York shall not be a Domestic Law.

III. The 2003 Definitions are hereby amended by deleting Section 2.23 in its entirety and replacing it with the following:

**Section 2.23. Qualifying Guarantee.** “Qualifying Guarantee” means an arrangement evidenced by a written instrument pursuant to which a Reference Entity irrevocably agrees (by guarantee of payment or equivalent legal arrangement) to pay all amounts due under an obligation (the “Underlying Obligation”) for which another party is the obligor (the “Underlying Obligor”). Qualifying Guarantees shall exclude any arrangement (i) structured as a surety bond, financial guarantee insurance policy, letter of credit or equivalent legal arrangement or (ii) pursuant to the terms of which the payment obligations of the Reference Entity can be discharged, reduced or otherwise altered or assigned (other than by operation of law) as a result of the occurrence or non-occurrence of an event or circumstance (other than payment). The benefit of a Qualifying Guarantee must be capable of being Delivered together with the Delivery of the Underlying Obligation.

IV. The 2003 Definitions are hereby supplemented by adding the following phrase to the end of Section 4.9(a): “provided that any Obligation that is a Bond shall be deemed to satisfy the requirement in Section 4.9(a)(ii).”