AMENDMENT ADOPTING, INCORPORATING AND AMENDING THE ISDA AUGUST 2012 DF SUPPLEMENT

This Amendment Adopting, Incorporating and Amending the ISDA August 2012 DF Supplement (this "Amendment") is made as of _______ __, 201_ (the "Effective Date") by and between ____________ *[insert name of Swap Dealer party]* ("SD") and ______________ *[insert name of non-Swap Dealer party]* ("CP").

WHEREAS, reference is made to the ISDA August 2012 DF Supplement published by the International Swaps and Derivatives Association, Inc. ("ISDA®") on August 13, 2012 (the "ISDA August 2012 DF Supplement"); and

WHEREAS, the parties desire to amend the terms of the ISDA August 2012 DF Supplement and apply it to [SELECT ONE AND DELETE THE OTHER (A):] [any oral or written agreement between the parties that governs the terms and conditions of one or more transactions in Swaps that each such party has or may enter into as principal] [OR (B)] [that certain __________________[users to insert name of agreement to be covered; most likely an ISDA Master Agreement] dated ___________] (the "Covered Agreement");

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties do hereby agree as follows:

Article 1:
Adoption and Incorporation of the ISDA August 2012 DF Supplement

1.1 ***Adherence to Protocol Agreement.***

SELECT ONE:

☐ Option One: In lieu of using the procedures set forth in the Protocol Agreement, the parties desire to implement the terms of the ISDA August 2012 DF Supplement between them by incorporating it by reference and completing Exhibit A. The ISDA August 2012 DF Supplement, as amended hereby, is incorporated by reference into the Covered Agreement as though fully set forth therein and shall govern all Swap transactions, if any, under the Covered Agreement. The parties adopt between them the ISDA August 2012 DF Supplement into the Covered Agreement by execution of this Amendment, rather than pursuant to the procedure set forth in the ISDA August 2012 DF Protocol Agreement (the "Protocol Agreement") or the Adherence Letter (as defined in the Protocol Agreement), the ISDA August 2012 DF Supplement or the ISDA August 2012 DF Questionnaire and its Addendum I (the "Questionnaire"). The phrase "this DF Supplement" as used in the ISDA August 2012 DF Supplement, as so adopted and incorporated hereby, means "this Amendment," and the term "Covered Agreement" means "Covered Agreement" as defined in this Amendment. Exhibit A hereto shall be used in lieu of the Questionnaire contemplated by the Protocol Agreement for the Covered Agreement. "DF Supplement Information" is any information set forth in Exhibit A together with any other information that the parties agree shall be "DF Supplement Information." The information contained in Exhibit A as well as any other information required to be delivered under the Agreement shall be automatically updated or provided and deemed delivered to SD by (a) any filings submitted by CP, from time to time, to the SEC as and when publicly posted on *http://www.sec.gov/edgar.shtml* (or any successor SEC webpage) and (b) any other written notices provided to SD under the Covered Agreement.

☐ Option Two: The parties agree to use the procedures set forth in the Protocol Agreement and agree to implement and amend between them the terms of the ISDA August 2012 DF Supplement by adhering to the Protocol Agreement and exchanging the Questionnaire and entering into this Amendment. The Protocol Agreement, Questionnaire, DF Terms Agreement (if applicable) and ISDA August 2012 DF Supplement shall govern all Swap transactions, if any, under the Covered Agreement, provided that the ISDA August 2012 DF Supplement and Questionnaire shall govern as amended by this Amendment. The phrase "this DF Supplement" as used in the ISDA August 2012 DF Supplement, means the ISDA August 2012 DF Supplement as amended by this Amendment, and the term "Covered Agreement" means "Covered Agreement" as defined in this Amendment. "DF Supplement Information" is any information set forth in the Questionnaire together with any other information that the parties agree shall be "DF Supplement Information." The information contained in the Questionnaire as well as any other information required to be delivered under the Agreement shall be automatically updated or provided and deemed delivered to SD by (a) any filings submitted by CP, from time to time, to the SEC as and when publicly posted on *http://www.sec.gov/edgar.shtml* (or any successor SEC webpage) and (b) any other written notices provided to SD under the Covered Agreement.

1.2 ***Resolving Conflict of Terms.*** Capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the ISDA August 2012 DF Supplement. However, in the event of any inconsistency between (a) a term defined in the Covered Agreement or in a Swap transaction confirmation and (b) a term defined in the ISDA August 2012 DF Supplement, then (i) the term defined in the ISDA August 2012 DF Supplement will control for purposes of interpreting this Amendment, and (ii) the term defined in the Covered Agreement or Swap transaction confirmation (with any inconsistency between the two documents determined in accordance with the Covered Agreement) will control for purposes of interpreting the Covered Agreement or Swap transaction confirmation.

Article 2:
Amendments to the ISDA August 2012 DF Supplement

2.1 *Amendments to Schedule 2 of the ISDA August 2012 DF Supplement; Agreements between a Swap Dealer and any other party.*

(a) **Scope.**

(i) Section 2.2 is amended by (1) adding "grounds to vitiate, cancel or otherwise terminate a Swap," following the words "termination event," and (2) adding the following at the end of the Section: "Provisions in the Agreement that in any manner limit the liability of one party to the other party are not amended or affected hereby."

(ii) Section 2.6 is amended by adding the following prior to the period at the end of the Section: ", as determined necessary by the party employing or responsible for such personnel".

(iii) The following new Section is added at the end of Section 2.8:

"2.8.1 SD acknowledges that, unless specifically stated herein, CP does not waive any of its rights against SD, or excuse SD from any of its duties to CP, provided for in the DF Supplement Rules."

(b) **Confidentiality.**

(i) Section 2.13 is amended by adding the following prior to the period at the end of the Section: "with respect to DF Supplement Rules; *provided however*, that SD will, to the extent feasible and if legally permitted to do so, notify CP of such request as soon as practicable after receipt thereof and shall not disclose such Material Confidential Information until the earlier of (a) CP notifying SD that it will not contest such disclosure or (b) five (5) Business Days (or shorter if such shorter period is requested by the regulator and SD has notified CP of such requirement, if in SD's determination such notice is permitted by law and is consistent with the request of the regulatory authority) have passed following CP's receipt of such notice without CP notifying SD that CP shall contest the disclosure of such Material Confidential Information to the requesting regulatory or self-regulatory organization, unless such notice to CP or such restriction on disclosure is otherwise not permitted by applicable law or by the requesting regulating authority or self-regulatory organization; *provided further*, that the foregoing proviso shall not be applicable to routine filings by SD".

(ii) Section 2.14 is amended by (1) deleting ", on or prior to the date on which this DF Schedule 2 is incorporated into the Agreement,"; (2) adding the words "or enter" between "have entered" and "into a written agreement" in the second line; and (3) adding the following prior to the period at the end of the Section: ";

provided however, CP does not waive any of its rights or excuse SD from any of its duties to CP under such written agreement relating to the non-disclosure of information".

(iii) Section 2.15 is amended by (1) adding "on a need-to-know basis" in the fourth line after "Material Confidential Information" and prior to "to (i) any"; (2) adding the following to the end of the first sentence "; *provided however*, the persons to whom such disclosure is made will be informed of the confidential nature of such information and instructed to keep such information confidential"; (3) replacing the second sentence in Section 2.15 up to the colon with the following: "Subject to the foregoing, Material Confidential Information may be disclosed to any person acting in a structuring, sales or trading capacity for SD or any affiliate of SD as permitted by CFTC Regulation 23.410(c)(2); *provided that* nothing in the foregoing shall waive any violation of CFTC Regulation 23.410(a); and *provided further that* for purposes of the foregoing, CP and SD agree that:".[1]

(c) **<u>Information Updating</u>.**

(i) Section 2.1 is amended by (1) deleting "and (iii) all DF Supplement Information that is financial information furnished by or on behalf of it to the other party has been prepared in accordance with applicable accounting standards, consistently applied."; (2) adding an "and" before "(ii)"; and (3) adding a period after "in any material respect".[2]

(ii) Section 2.3 is amended by adding the following prior to the period at the end of the Section: "and shall be deemed made when provided or given so that no misrepresentation by CP is deemed to occur due to the one day delay built into the definition of "Notice Effective Date"."

(iii) Section 2.9 is deleted and replaced with the following: "The parties agree that if the Non-Reporting Counterparty has reported a Swap under the Agreement as an "international swap" to a non-U.S. trade repository it shall notify the Reporting Counterparty as soon as practicable and in accordance with the Notice Procedures, of the (i) identity of each non-U.S. trade repository not registered with the CFTC to which the Non-Reporting Counterparty or its agent has reported the Swap; and (ii) swap identifier used by such non-U.S. trade repository to identify the Swap."

(iv) Section 2.10 is deleted and replaced with the following:

"2.10 Each party agrees that if it is the Non-Reporting Counterparty with respect to a Swap under the Agreement, then upon the occurrence of any corporate event (the meaning of "corporate event" as used in CFTC Regulation 45.1 to be reasonably determined by the Non-Reporting Counterparty unless and until the CFTC issues a specific definition of such term) with respect to the Non-Reporting

[1] This clarifies that Regulation 23.410 is designed to protect, rather than serve as a mechanism to permit release of, Material Confidential Information.

[2] Parties should refer to the Covered Agreement for covenants respecting financial information.

Counterparty that is also a "life cycle event" (as that term is defined in CFTC Regulation 45.1) in respect of that Swap, it will, as soon as practicable, but in no event later than 10 a.m. on the second "business day" (as that term is defined in CFTC Regulation 45.1) following the day on which such life cycle event occurs, notify the Reporting Counterparty with respect to the Swap of the occurrence of such life cycle event, with sufficient detail regarding such life cycle event to allow the Reporting Counterparty to comply with any reporting requirements imposed by the DF Supplement Rules relevant to such other party's compliance with the DF Supplement Rules reporting requirements (*see* CFTC Regulation 45.4(c))."

(d) **CP Acknowledgements.**

(i) Section 2.19 is amended by adding ", which may include an electronic communication" after the words "will be confirmed in writing".

(ii) Section 2.20 is amended by adding the following to the end of the Section: "If a party has represented to the other party that it is an "eligible contract participant" as defined in Section 1a(18) of the Commodity Exchange Act, then such party is not a Hedging Entity ECP and therefore does not make the representation in this Section 2.20."[3]

(iii) Section 2.22(a) is amended by replacing the words "to allow CP to assess its potential exposure in connection with such Swap" with "in accordance with the requirements of the DF Supplement Rules (CFTC Regulation 23.431(b)(1) – (4))".[4]

Article 3:
Representations and Warranties

3.1 ***Mutual Representations.*** Each party represents to the other (which representations will be deemed to be repeated by each party as of the time of each Swap Transaction Event) that:

(a) It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing; and

(b) It has the power to execute this Amendment.

3.2 ***Representation of Swap Dealer.*** SD represents to CP (which representation will be deemed to be repeated by SD as of the time of each Swap Transaction Event) that it has determined it is a "swap dealer" as defined in Section 1a(49) of the Commodity Exchange Act and CFTC Regulation 1.3(ggg) and is registered or intends to register accordingly.

[3] This explains confusing language in the ISDA August 2012 DF Supplement.
[4] This clarifies that there is no implied waiver of CP rights under Regulation 23.431(b)(2), (3), or (4).

Article 4:
<u>Miscellaneous</u>

4.1 ***No Other Agreement.*** Except as amended hereby, the Covered Agreement remains in full force and effect.

4.2 ***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 Amendment.

4.3 ***Governing Law.*** This Amendment, as between the parties and in respect of each Swap transaction between them, will be governed by and construed in accordance with the law specified to govern that Swap transaction in the Covered Agreement and otherwise in accordance with applicable choice of law doctrine.

4.4 ***Counterparts.*** This Amendment (and each amendment, modification and waiver in respect thereof) may be executed and delivered in any number of counterparts (including by facsimile transmission or PDF files) and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

SD	**CP**
______________________	______________________
By:	By:
Name:	Name:
Title:	Title:

By executing this Amendment on the relevant signature block below, the signatory agrees to make the representations and agreements applicable to it in the relevant DF Schedule of the DF Supplement.

[INSERT FULL LEGAL NAME OF DESIGNATED EVALUATION AGENT], solely as CP's Designated Evaluation Agent and solely to make the representations and agreements applicable to it as Designated Evaluation Agent in DF Schedule 3.

By:____________________________________

Name:
Title:
Date:

[INSERT FULL LEGAL NAME OF DESIGNATED QIR],
solely as CP's Designated QIR and solely to make the representations and agreements applicable to it as Designated QIR in DF Schedule 4.

By:____________________________________

Name:
Title:
Date:

EXHIBIT A

(THIS EXHIBIT A IS ONLY FOR THOSE PARTIES WHO HAVE CHOSEN OPTION ONE IN SECTION 1.1. IF OPTION TWO IS SELECTED PARTIES DO NOT NEED TO FILL OUT THIS EXHIBIT A, BUT INSTEAD EXCHANGE THE ISDA QUESTIONNAIRE.)

Party Information

____[Party name]_("SD")	**___[Party name]_("CP")**
SD CICI/Legal Entity Identifier:	CP CICI/Legal Entity Identifier:
Principal Address:	Principal Address:
Phone:	Phone:
Fax:	Fax:
Email:	Email:
Notices:	**Notices:**
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Email:	Email:
Special Instructions:	Special Instructions:
SD Principal Occupation or Business:	CP Principal Occupation or Business:
SD's Guarantor:	**CP's Guarantor:**
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Email:	Email:
	CP Third Party Control Person (if applicable):[5]
	Address:
	Phone:
	Fax:
	Email:

[5] "Third Party Control Person" means any person (other than an employee of an SD or CP) exercising any control with respect to the Swap positions under a Covered Agreement in respect of which Exhibit A is being executed and delivered.

<table>
<tr><td>Description of Swap activity:

[Examples: Producer, processor, commercial user of, or a merchant handling the commodity]</td><td colspan="2">Description of Swap activity:</td></tr>
<tr><td colspan="3">Oral Disclosure of Pre-Trade Mark Election – Does CP agree to receive oral disclosure (with written confirmation to follow post-trade) of (i) pre-trade marks pursuant to CFTC Regulation 23.431(a)(3)(i) and (ii) basic material economic terms, including price, notional amount and termination date, pursuant to CFTC Regulation 23.431(a)(2)?</td></tr>
<tr><td>☐ Yes</td><td colspan="2">☐ No</td></tr>
<tr><td colspan="3">Commodity Pool Disclosure – Is CP a “commodity pool,” as that term is defined in Section 1(a)(10) of the Commodity Exchange Act and the CFTC Regulations?</td></tr>
<tr><td>☐ Yes</td><td>☐ No Answer[6]</td><td>☐ No</td></tr>
<tr><td colspan="3">Financial Entity Disclosure – Is CP a “financial entity,” as such term is defined in Section 2(h)(7)(C)(i) of the Commodity Exchange Act and the CFTC Regulations?[7]</td></tr>
<tr><td>☐ Yes</td><td>☐ No Answer[8]</td><td>☐ No</td></tr>
<tr><td colspan="3">Eligible Contract Participant – CP is an “eligible contract participant,” as that term is defined in Section 1a(18) of the Commodity Exchange Act and applicable regulations thereunder, and the following applies:

☐ Large Entity: It is a corporation, partnership, proprietorship, organization, trust, or other entity (1) that has total assets exceeding $10,000,000 or (2) the obligations of which under the Swap transactions are guaranteed or otherwise supported by a letter of credit, or keepwell, support or other agreement by a corporation, partnership, proprietorship, organization, trust, or other entity that has total assets exceeding $10,000,000, a Financial Institution, an Eligible Insurance Company, an Eligible Investment Company, an Eligible Commodity Pool, or an Eligible Government Entity.

☐ Other (please specify):[9]___________________________________</td></tr>
<tr><td colspan="3">Schedules of the ISDA August 2012 DF Supplement – The parties agree Schedules 1 and 2 of the ISDA 2012 DF Supplement shall apply and be incorporated as agreed herein. Schedules 3 and 4 will be incorporated as agreed herein, if elected:</td></tr>
<tr><td>☐ Schedule 3</td><td colspan="2">☐ Schedule 4</td></tr>
</table>

6 If CP selects “Yes” or “No Answer,” an SD receiving this Exhibit A may be required to inquire further and obtain additional representations prior to December 31, 2012.

7 Please note that the definition of “financial entity” can be very broad (it is not limited to financial institutions and may depend upon whether a business is predominantly financial in nature). A party should consult its legal counsel when making such determination.

8 If CP selects “No Answer,” an SD receiving this Exhibit A may be required to inquire further prior to entering into Swaps with CP in order to satisfy trade reporting requirements and/or (ii) assume, for the purposes of relevant statutory and regulatory exclusions and safe harbors, that CP may be a “financial entity,” until CP provides sufficient evidence demonstrating that it is not a “financial entity.”

9 Note that per CFTC Regulation 23.430(a), the CP must indicate at least one specific prong of the definition of ECP under which the CP qualifies. The CP may, but does not have to, indicate more than one prong. For a full list of the different ECP prongs, see pages 11 through 15 of the ISDA Protocol Questionnaire.

(continues on next page)	*(continues on next page)*
If Schedule 3 is incorporated and the CP has Designated Evaluation Agent(s) provide CP's Designated Evaluation Agent information: Name: Address: Phone: Fax: Email:	If Schedule 4 is incorporated, provide CP's Designated QIR information: Name: Address: Phone: Fax: Email:
If CP is a "Special Entity," select the applicable subsection: ☐ CP is a Federal Agency. [10] ☐ CP is a State, State agency, city, county, municipality, other political subdivision of a State, or any instrumentality, department, or corporation of or established by a State or political subdivision of a State.[11]	

10 CFTC Regulation 23.401(c)(1).
11 CFTC Regulation 23.401(c)(2).