Supplemental Agreement

Supplemental Agreement dated ________ entered by __________________________ (the “Collateral Taker”), __________________________ (the “Collateral Giver”) and Euroclear Bank S.A./N.V. (the “Bank”, and, together with the Collateral Taker and Collateral Giver, the “Parties”) to the Collateral Service Agreement Terms and Conditions No. ______________ entered by and among the Parties (the “CSA”) and the applicable Collateral Service Agreement Operating Procedures thereof (the “Operating Procedures”, and, together with the CSA, the “Agreement”). This Supplemental Agreement is to be read and construed with the Agreement referred to above, as a single contractual agreement.

Capitalised words used in this Supplemental Agreement have the meanings assigned to them in the CSA. References in the CSA to “the Agreement” are to the CSA as modified by this Supplemental Agreement.

Witnesseth

WHEREAS, Collateral Taker wishes to be able to unilaterally amend the Annex I and Annex II of all current and future sets relating to the CSA;

NOW THEREFORE, the Parties hereby agree as follows:

1. Supplemental Agreement

Solely with respect to all current and future sets relating to the CSA, Collateral Giver and Collateral Taker agree to replace section 12(b) of the CSA with the following:

(b) Unilateral Amendment

As determined solely according to Collateral Taker’s internal assessment, Collateral Taker shall have the right, upon notice to and with the consent of the Bank, to amend Annex I and II without the agreement of Collateral Giver.

Collateral Giver may, upon notice to and with the consent of the Bank, amend Annex I to exclude from Eligible Securities, for a stated period or until a subsequent notice of Collateral Giver is given (with the consent of the Bank) to include such Eligible Securities again, one or more types of security, identified by ISIN or Common Code, without the agreement of Collateral Taker.

The Bank may, upon notice to Collateral Giver and Collateral Taker, amend Annex I to exclude any security or securities from Eligible Securities or any currency or currencies from Eligible Cash without the agreement of Collateral Giver or Collateral Taker.

An amendment under this Section 12(b) must be in writing, which may include an authenticated SWIFT or fax message, and will be effective when the Bank notifies both Collateral Giver and Collateral Taker thereof or, as the case may be, at the moment mentioned by the Bank in a notification to the Collateral Giver and Collateral Taker. Notification of an amendment by the Bank to both Collateral Giver and Collateral Taker may include an authenticated SWIFT, fax message or e-mail message.
Notification to Euroclear Bank should be done via authenticated SWIFT message or fax message.

2. Integral Part

This Supplemental Agreement shall form an integral part of the Agreement, as amended, and shall benefit from each and all of its provisions without limitation.

3. Governing Law

This Supplement shall be governed by and construed in accordance with English law.

IN WITNESS WHEREOF, this Supplemental Agreement has been executed on the date first above written on behalf of the parties hereto by their respective officers thereunto duly authorised in three originals, each party retaining one signed original.

________________________ (the Collateral Taker)

By: ________________________  By: ________________________
Name: _______________________  Name: _______________________
Title: ________________________  Title: ________________________

________________________ (the Collateral Giver)

By: ________________________  By: ________________________
Name: _______________________  Name: _______________________
Title: ________________________  Title: ________________________

EUROCLEAR BANK S.A./N.V. (the Bank)

By: ________________________  By: ________________________
Name: _______________________  Name: _______________________
Title: ________________________  Title: ________________________