

- (b) *“Specified Transaction”* [will have the meaning specified in Section 14 of this Agreement.][means]
]^{*}
- (c) The *“Cross-Default”* provisions of Section 5(a)(vi) [will][will not]^{*} apply to Party A
 [will][will not]^{*} apply to Party B
 [*“Specified Indebtedness”* [will have the meaning specified in Section 14 of this Agreement.][means]
]^{*}
“Threshold Amount” means]^{**}
- (d) The *“Credit Event Upon Merger”* provisions of Section 5(b)(v) [will][will not]^{*} apply to Party A
 [will][will not]^{*} apply to Party B
- (e) The *“Automatic Early Termination”* provision of Section 6(a) [will][will not]^{*} apply to Party A
 [will][will not]^{*} apply to Party B
- (f) *“Termination Currency”* [will have the meaning specified in Section 14 of this Agreement.][means]
]^{*}
- (g) *Additional Termination Event* [will][will not]^{*} apply. [The following will constitute an Additional
 Termination Event:—]
]
]
 For the purpose of the foregoing Termination Event, the Affected Party or Affected Parties will be:—]
]^{***}

Part 2. **Tax Representations.**^{****}

- (a) ***Payer Representations.*** For the purpose of Section 3(e) of this Agreement[, Party A and Party B do not
 make any representations.][:—

[(i) [Party A] [and] [Party B] [each] make[s] the following representation:—

It is not required by any applicable law, as modified by the practice of any relevant governmental
 revenue authority, of any Relevant Jurisdiction to make any deduction or withholding for or on
 account of any Tax from any payment (other than interest under Section 9(h) of this Agreement) to

* Delete as applicable.

** Include if Cross-Default will apply to either Party A or Party B.

*** Include if Additional Termination Event will apply.

**** N.B.: the following representations may need modification if either party is a Multibranch Party.