

**GLOBAL MASTER REPURCHASE AGREEMENT
INTER-DEALER OFFSHORE RENMINBI ANNEX**

**Supplemental terms and conditions for inter-dealer transactions with payments
denominated in offshore Renminbi - version 1 dated as of 24 February 2015**

This Annex constitutes an Annex to the Global Master Repurchase Agreement dated _____ between _____ and _____ (the "**Agreement**").

1. Scope

- (a) The parties have agreed that the Transactions to which this Agreement applies may include (i) Repurchase Transactions or (ii) Buy/Sell Back Transactions, in each case involving amounts payable in CNY and settled solely by transfer to a CNY bank account maintained in accordance with the applicable law and regulations in the Offshore CNY Center.
- (b) If the parties have together signed a copy of this Annex or have otherwise incorporated the terms of this Annex into the Agreement, then if a Transaction is identified at the time it is entered into and in the Confirmation relating to it as an "Offshore CNY Transaction" then the terms set out in this Annex shall apply to the Transaction and the Agreement shall be construed as if it had been amended and supplemented as set out in paragraphs 2 to 6 of this Annex.
- (c) If the parties to a Global Master Repurchase Agreement have not together signed a copy of this Annex but wish the terms set out in this Annex to apply to a Transaction, they may identify at the time the Transaction is entered into and in the Confirmation that the Transaction is a Transaction to which the "Supplemental terms and conditions for inter-dealer transactions with payments denominated in offshore Renminbi published by [the Asia Securities Industry & Financial Markets Association]" shall apply, in which case, for the purposes of such Transaction only, the relevant Global Master Repurchase Agreement shall be construed (i) as if it had been amended and supplemented as set out in this paragraph 1(c) and paragraphs 2 to 6 of this Annex (including the Schedule setting out the Fallback Matrix (as defined in paragraph 2 below)) or (ii) if more than one version of such supplemental terms and conditions are published by [the Asia Securities Industry & Financial Markets Association], as if it had been amended and supplemented by the corresponding paragraphs of the latest version of such supplemental terms and conditions effective as of the Contract Date of such Transaction.

2. Interpretation

- (a) In this Annex:-
 - (i) "**Calculation Agent**" means both Party A and Party B jointly. Whenever the Calculation Agent is required to act, it will do so in good faith and in a commercially reasonable manner.

- (ii) "**CNY**" means the lawful currency of Mainland China.
- (iii) "**CNY Disruption Event**" means any of CNY Illiquidity, CNY Inconvertibility or CNY Non-Transferability.
- (iv) "**CNY Illiquidity**" means the occurrence of any event that makes it impossible (where it had previously been possible) for a party to the Transaction to obtain a firm quote of an offer price in respect of an amount in CNY equal to: (A) Purchase Price; (B) Repurchase Price; (C) Sell Back Price; (D) Cash Margin; (E) Cash Equivalent Amount; (F) any amount payable under Paragraph 5 (*Income Payments*); (G) any amount payable under subparagraph (d) of paragraph 10 (*Events of Default*) of the Agreement (if the Agreement is the 2011 version of the Global Master Repurchase Agreement) or subparagraph (c) of paragraph 10 (*Events of Default*) of the Agreement (if the Agreement is the 2000 or 1995 version of the Global Master Repurchase Agreement); and (H) any other amount to be paid under this Transaction (the "**Relevant Disrupted Amount**"), in each case on the relevant due date for payment, either in one transaction or a commercially reasonable number of transactions that, when taken together, is no less than such Relevant Disrupted Amount, in the general CNY exchange market in the Offshore CNY Center in order to perform its obligations under this Transaction. For the avoidance of doubt, the inability for a party to obtain such firm quote solely due to issues relating to its creditworthiness shall not constitute a CNY Illiquidity.
- (v) "**CNY Inconvertibility**" means the occurrence of any event that makes it impossible (where it had previously been possible) for a party to the Transaction to convert an amount of CNY no less than the Relevant Disrupted Amount into or from the Settlement Currency in the general CNY exchange market in the Offshore CNY Center, other than where such impossibility is due solely to the failure of that party to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Contract Date of the Transaction and it is impossible for such party, due to an event beyond its control, to comply with such law, rule or regulation). For the avoidance of doubt, the inability for a party to convert CNY solely due to issues relating to its creditworthiness shall not constitute a CNY Inconvertibility.
- (vi) "**CNY Non-Transferability**" means the occurrence of any event that makes it impossible (where it had previously been possible) for a party to the Transaction to transfer CNY between accounts inside the Offshore CNY Center or from an account inside the Offshore CNY Center to an account outside the Offshore CNY Center and outside Mainland China or from an account outside the Offshore CNY Center and outside Mainland China to an account inside the Offshore CNY Center, other than where such impossibility is due solely to the failure of that party to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Contract Date of the Transaction and it is impossible for such party, due to an event beyond its control, to comply with such law, rule or regulation). For the purpose of CNY Non-Transferability only, a segregated CNY fiduciary cash account with the People's Bank of China and operated by Bank of China (Hong Kong) Limited shall be deemed to be an account inside Hong Kong.

- (vii) "**Contract Date**" means the date on which the Transaction is entered into by the parties as stated in the Confirmation.
- (viii) "**Disruption Fallback**" means a source or method that, if applicable to a Transaction, gives rise to an alternative basis for determining and settling certain payments and deliveries in respect of a Transaction.
- (ix) "**EUR**" means the lawful currency of the participating member states of the European Union that adopt a single currency in accordance with the Treaty establishing the European Communities, as amended by the Treaty of the European Union.
- (x) "**Fallback Matrix**" means the table setting out the various disruption fallbacks with respect to different Settlement Currencies as attached in the Schedule to this Annex (as amended, supplemented and/or varied from time to time).
- (xi) "**Governmental Authority**" means any de facto or de jure government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of the People's Republic of China and the Offshore CNY Center.
- (xii) "**Mainland China**" means the People's Republic of China (excluding Hong Kong, Macau and the Republic of China).
- (xiii) "**Offshore CNY Center**" means the jurisdiction specified in the relevant Confirmation. If no Offshore CNY Center is specified in the relevant Confirmation, the Offshore CNY Center shall be Hong Kong.
- (xiv) "**Settlement Currency**" means the currency specified in the relevant Confirmation (being one of USD, EUR, SGD or such other currency as specified in the Fallback Matrix). If no Settlement Currency is specified in the relevant Confirmation, the Settlement Currency shall be USD.
- (xv) "**SGD**" means the lawful currency of the Republic of Singapore.
- (xvi) "**Spot Rate**" means the spot rate specified in the Fallback Matrix.
- (xvii) "**USD**" means the lawful currency of the United States of America.

For the avoidance of doubt, references to "general CNY exchange market in the Offshore CNY Center" in the definitions of CNY Illiquidity and CNY Inconvertibility refer to purchase, sale, lending or borrowing of CNY for general purposes (including, but not limited to, funding), and therefore any purchase or sale of CNY where such CNY is required by relevant laws or regulations for settlement of any cross-border trade transaction with an entity in Mainland China, or any purchase or sale of CNY for personal customers residing in that Offshore CNY Center, would not be purchase or sale made in such general CNY exchange market.

- (b) In the event of any conflict or inconsistency between the terms of this Annex and any other term of the Agreement, the terms in this Annex shall prevail.

3. Deliverable Settlement Terms

- (a) All payments in CNY in respect of the Transaction will be made solely by transfer to a CNY bank account maintained in accordance with applicable laws and regulations at a bank in the Offshore CNY Center.
- (b) For the purposes of the Transaction, any references to the principal financial centre in the definition of "Business Day" shall be construed as references to the Offshore CNY Center.

4. Calculation Agent

Party A and Party B each agree to act jointly as Calculation Agent with respect to this Annex. The Calculation Agent is responsible for making any determination or calculation as expressly provided for under this Annex. If the parties are unable to agree on a particular determination or calculation for which the Calculation Agent is responsible, each party agrees to be bound by the determination of a leading independent dealer in the relevant market mutually selected by the parties (the "**Substitute Calculation Agent**"). If the parties are unable to agree on a Substitute Calculation Agent, each party shall select an independent leading dealer and such independent leading dealers shall agree on an independent third party who shall be deemed to be the Substitute Calculation Agent. Unless there is a clear error, the prices, rates and other determinations of the Substitute Calculation Agent are binding and conclusive. The parties waive any claim they might otherwise have against the Substitute Calculation Agent for errors and omissions made in good faith in making any determination or calculation as expressly provided for under this Annex. The fees and expenses, if any, shall be paid equally by the parties.

5. Disruption Fallbacks

- (a) If, in the determination of the Calculation Agent, an event or circumstance that would otherwise constitute or give rise to an event described in paragraph 11(a)(ii) (*Tax Event*) of the Agreement also constitutes a CNY Disruption Event, then such event or circumstance will be treated as a CNY Disruption Event and will be deemed not to constitute or give rise to an event described in paragraph 11(a)(ii) (*Tax Event*) of the Agreement for the purposes of the Agreement.
- (b) In the event that a CNY Disruption Event, as determined by the Calculation Agent, has occurred, and for as long as such CNY Disruption Event has not ceased to exist:
 - (i) (if the parties have agreed that any Cash Margin transferred may be in CNY for the purposes of paragraph 4(e) of the Agreement) neither party shall be entitled to make any further transfer of Cash Margin in CNY and, for the purpose of calculating the Net Margin that one party has provided to the other party, the exchange rate determined pursuant to sub-paragraph (iii) of this paragraph 5(b) below shall apply in the calculation of the amount of any Cash Margin in CNY which has been transferred by one party (including accrued interest on such amount which has not been paid to such party) to the other party. Nothing in this paragraph and this Annex shall affect the continuous operation of paragraph 4 (*Margin Maintenance*) of the Agreement;
 - (ii) if the Base Currency in respect of any Transaction is CNY, then the Base Currency for such Transaction shall be deemed to be USD; and

(iii) where it is necessary to determine the exchange rate between CNY and another currency on any day for the purposes of any calculations made under paragraph 4 (*Margin Maintenance*) of the Agreement, such exchange rate shall be determined by reference (and with any further conversion from USD to such other currency (if such other currency is not USD) as may be required) to the CNY / USD official fixing rate, expressed as the amount of CNY per one USD, for settlement in two Business Days reported by the Treasury Markets Association which appears on Reuters page <CNHFIX> at approximately 11:15 a.m., Hong Kong time on such day, and if such fixing rate is not available, the Calculation Agent shall determine such exchange rate, taking into consideration all available information that in good faith it deems relevant. In the event of any inconsistency between this paragraph and the Agreement, this paragraph will prevail.

(c) In the event that a CNY Disruption Event, as determined by the Calculation Agent, occurs on or prior to any date on which a payment in CNY is scheduled to be made under the Transaction and such CNY Disruption Event is continuing on such date, the following terms will apply:

<p>Disruption Fallbacks for CNY Disruption Event:</p>	<p>The following Disruption Fallbacks will apply (in the following order):</p> <ol style="list-style-type: none"> 1) Settlement Postponement; and 2) Settlement as a Non-Deliverable Substitute pursuant to the terms herein.
<p>Settlement Postponement:</p>	<p>Settlement Postponement means that the Relevant Payments and Deliveries under the Transaction shall be postponed to two Business Days after the date on which the CNY Disruption Event ceases to exist, unless that CNY Disruption Event continues to exist for 14 consecutive calendar days from the original date that, but for the occurrence of the CNY Disruption Event, would have been the date for such payments. In that case, Non-Deliverable Substitute will apply on the day immediately following the lapse of such 14 calendar day period (such day, the "Scheduled Valuation Date").</p> <p>"Relevant Payments and Deliveries" means (a) where the CNY Disruption Event occurred only in relation to a payment of Income under the Transaction, payments of Income only; or (b) except in the case of (a) above, where the CNY Disruption Event occurred in relation to any payments under the Transaction, all payments and deliveries (including, without limitation, the delivery of Equivalent Securities) except for payments and deliveries under paragraph 4 (<i>Margin</i></p>

	<i>Maintenance</i>) of the Agreement.
<p>Non-Deliverable Substitute:</p>	<p>Non-Deliverable Substitute means that the relevant payment obligations under the Transaction shall be replaced by an obligation to pay the Settlement Currency Amount as determined in the manner provided below as of the Valuation Date (as defined below), together with interest on such amount at a rate per annum equal to the cost (without proof of evidence of such cost) to the relevant party (certified by it) of funding that Settlement Currency Amount, as appropriate, for the period from, and including, the original date that, but for the occurrence of a CNY Disruption Event, would have been the date of payment of that Settlement Currency Amount to, but excluding, the actual date of payment of that Settlement Currency Amount. All the payments hereunder shall be made in the relevant Settlement Currency on the relevant Non-Deliverable Substitute Settlement Date as specified in "Settlement Terms for Non-Deliverable Substitute" below.</p> <p>For the avoidance of doubt, the Non-Deliverable Substitute shall only apply to any payment which is scheduled to occur on a date that is affected by the CNY Disruption Event and shall not affect any payments falling due on any other dates.</p>
<p>Settlement Terms for Non-Deliverable Substitute:</p> <p>Settlement Currency Amount:</p>	<p>Any amount that one party was due to pay the other party in CNY under the relevant Transaction (each a "Reference Currency Notional Amount") on any day shall be converted into an amount in the Settlement Currency (the "Settlement Currency Amount") as follows:</p> <p>(i) where the Settlement Currency is USD, by multiplying or dividing, as the case may be, any such Reference Currency Notional Amount by the applicable Spot Rate determined for the Valuation Date in accordance with the Settlement Rate Option specified in the Fallback Matrix; or</p>

	<p>(ii) where the Settlement Currency is a currency other than USD:</p> <p>(A) by multiplying or dividing, as the case may be, any such Reference Currency Notional Amount by the applicable Spot Rate determined for the Valuation Date in accordance with the Settlement Rate Option specified in the Fallback Matrix for such Settlement Currency, and</p> <p>(B) by multiplying or dividing, as the case may be, the resultant amount derived by applying sub-paragraph (A) above by the USD Spot Rate determined for the Valuation Date in accordance with the USD Settlement Rate Option specified in the Fallback Matrix for such Settlement Currency.</p> <p>The obligation of the relevant party to pay the Reference Currency Notional Amount shall be replaced by an obligation of such party to pay the corresponding Settlement Currency Amount (determined in accordance with paragraph (i) or (ii) above) in the relevant Settlement Currency, on the relevant Non-Deliverable Substitute Settlement Date, in accordance with this Annex.</p>
<p>Non-Deliverable Substitute Settlement Date:</p>	<p>Any payment date determined pursuant to the terms herein, subject to adjustment if the Scheduled Valuation Date is adjusted in accordance with the terms of this Annex or if Valuation Postponement applies, and in each such case, the Non-Deliverable Substitute Settlement Date shall be as soon as practicable, but in no event later than the number of Business Days after the date on which the Spot Rate is determined as specified in the Fallback Matrix for the applicable Settlement Currency.</p> <p>Where Non-Deliverable Substitute applies, any delivery obligation (including, without limitation, the delivery of Equivalent Securities) under the Transaction postponed as a result of Settlement Postponement (as described above) shall become due on the Non-Deliverable Substitute Settlement Date.</p>
<p>Relevant Cities for Business Day for Non-</p>	<p>As specified in the Fallback Matrix for the</p>

Deliverable Substitute Settlement Date:	applicable Settlement Currency.
Valuation Date:	The Scheduled Valuation Date, provided that if such day is not a Business Day, the preceding Business Day; provided however, that, in the event of an Unscheduled Holiday, the Valuation Date will fall on the next following Business Day.
Relevant Cities for Business Day for Valuation Date:	As specified in the Fallback Matrix for the applicable Settlement Currency.
Unscheduled Holiday:	"Unscheduled Holiday" means that a day is not a Business Day and the market was not aware of such fact (by means of a public announcement or by reference to other publicly available information) until a time later than 9:00 a.m. local time in the Offshore CNY Center two Business Days prior to the Scheduled Valuation Date.
Deferral Period for Unscheduled Holiday:	In the event the Valuation Date becomes subject to adjustment after the occurrence of an Unscheduled Holiday, and if the Valuation Date has not occurred on or before the number of consecutive calendar days specified in the Fallback Matrix under the column headed "Deferral Period" for the applicable Settlement Currency, after the Scheduled Valuation Date (any such period being a " Deferral Period "), then the next day after the Deferral Period that would have been a Business Day but for the Unscheduled Holiday, shall be deemed to be the Valuation Date.
Settlement Rate Option:	As specified in the Fallback Matrix for the applicable Settlement Currency.
USD Spot Rate:	Where the Settlement Currency is a currency other than USD, for the Non-Deliverable Substitute Settlement Date, the currency exchange rate determined for the Valuation Date in respect of such Settlement Date in accordance with the USD Settlement Rate Option.
USD Settlement Rate Option:	As specified under the column headed "USD Settlement Rate Option" in the Fallback

	Matrix for the applicable Settlement Currency.
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6. Price Source Disruption

In the event of a Price Source Disruption, as determined by the Calculation Agent, the following terms will apply:

Price Source Disruption:	Any event that makes it impossible to obtain the Settlement Rate Option for any Valuation Date (or, if different, the day on which rates for that Valuation Date would, in the ordinary course, be published or announced by the relevant price source).
Applicable Disruption Fallbacks:	If the Calculation Agent determines that there has been a Price Source Disruption, the relevant Settlement Rate Option will be determined in accordance with the Disruption Fallback methodology specified in the Fallback Matrix for the applicable Settlement Currency.
Valuation Postponement for Price Source Disruption:	"Valuation Postponement" means, in the event that the Settlement Rate Option is not available on or before the first Business Day (or day that would have been a Business Day but for an Unscheduled Holiday) succeeding the day on which the Price Source Disruption occurs, the Spot Rate will be determined in accordance with the next applicable Disruption Fallback on such day.
Fallback Reference Price:	In respect of a Valuation Date, the Calculation Agent shall in good faith select five leading dealers in the general CNY exchange market in the Offshore CNY Center to provide quotes in relation to the Spot Rate. If five quotes of the Spot Rate are provided as requested, the Spot Rate will be calculated by eliminating the highest and lowest quotes and taking the arithmetic mean of the remaining quotes. If at least three, but fewer than five quotations are provided, the Spot Rate will be the arithmetic mean of the quotations. If fewer than three quotations are provided as requested, the Spot Rate shall be determined by way of Fallback Reference Price Postponement and Calculation Agent Determination of Spot Rate in

	accordance with terms below.
<p>Fallback Reference Price Postponement and Calculation Agent Determination of Spot Rate:</p>	<p>In the event the Fallback Reference Price is not available on or before the third Business Day (or a day that would have been a Business Day but for an Unscheduled Holiday) succeeding the end of either (i) Valuation Postponement for Price Source Disruption, (ii) Deferral Period for Unscheduled Holiday, or (iii) Cumulative Events, then the Calculation Agent will determine the Spot Rate (or a method for determining the Spot Rate, taking into consideration all available information that in good faith it deems relevant. If the Calculation Agent is unable to determine the Spot Rate then No Fault Termination shall occur in respect of the Transaction. For the avoidance of doubt, Cumulative Events, if applicable, does not preclude postponement of valuation in accordance with this provision.</p>
<p>Cumulative Events:</p>	<p>Notwithstanding anything herein to the contrary, in no event shall the total number of consecutive calendar days during which either (i) valuation is deferred due to an Unscheduled Holiday, or (ii) a Valuation Postponement shall occur (or any combination of (i) and (ii)), exceed the number of consecutive calendar days specified in the Fallback Matrix under the column headed "Deferral Period" for the applicable Settlement Currency in the aggregate. Accordingly, (x) if, upon the lapse of any such consecutive calendar day period specified in the Fallback Matrix under the column headed "Deferral Period" for the applicable Settlement Currency, an Unscheduled Holiday shall have occurred or be continuing on the day following such period that otherwise would have been a Business Day, then such day shall be deemed to be a Valuation Date, and (y) if, upon the lapse of any such consecutive calendar day period specified in the Fallback Matrix under the column headed "Deferral Period" for the applicable Settlement Currency, a Price Source Disruption shall have occurred or be continuing on the day following such period, then Valuation Postponement shall not apply and the Spot Rate shall be determined in accordance with the next Disruption Fallback.</p>

No Fault Termination:

If, on any day, No Fault Termination occurs in respect of one or more Transactions (the "**Affected Transactions**") on such day, then:

- (a) each Affected Transaction shall be terminated on the date on which No Fault Termination occurs (the "**No Fault Termination Date**") in accordance with sub-paragraph (c) of paragraph 10 (*Events of Default*) of the Agreement (if the Agreement is the 2011 version of the Global Master Repurchase Agreement) or sub-paragraph (b) of paragraph 10 (*Events of Default*) of the Agreement (if the Agreement is the 2000 or 1995 version of the Global Master Repurchase Agreement) (disregarding for this purpose references in those sub-paragraphs to transfer of Cash Margin, delivery of Equivalent Margin Securities and payment of Cash Equivalent Amount and as if references to the Repurchase Date were to the No Fault Termination Date);
- (b) each party (each, a "**Determining Party**") shall establish (i) the Default Market Values of the Equivalent Securities to be transferred and (ii) the Repurchase Prices to be paid, in each case, under the Affected Transactions, and on the basis of the sums so established, each Determining Party shall calculate the balance payable by one party to the other in respect of such Affected Transactions in accordance with sub-paragraphs (d)(i), (d)(ii), (e) and (f) of paragraph 10 (*Events of Default*) of the Agreement (if the Agreement is the 2011 version of the Global Master Repurchase Agreement) or sub-paragraphs (c)(i), (c)(ii), (d) and (e) of paragraph 10 (*Events of Default*) of the Agreement (if the Agreement is the 2000 version of the Global Master Repurchase Agreement) or sub-paragraphs (c)(i) and (c)(ii) of paragraph 10 (*Events of Default*) of the Agreement (if the Agreement is the 1995 version of the Global Master Repurchase Agreement) (disregarding for this purpose references in those sub-paragraphs to the Default Market

	<p>Values of any Equivalent Margin Securities and the amount of any Cash Margin or Cash Equivalent Amount and as if:</p> <p>(A) the Determining Party were the non-Defaulting Party and the other party were the Defaulting Party;</p> <p>(B) references to the Early Termination Date or the Repurchase Date (as applicable) were to the No Fault Termination Date; and</p> <p>(C) (if applicable) references to the occurrence of an Event of Default were to the occurrence of No Fault Termination)</p> <p>provided that, notwithstanding any provision contained in those subparagraphs, all sums denominated in CNY shall be converted into the Base Currency at a rate determined by the Determining Party in good faith and in a commercially reasonable manner, taking into account all available information that in good faith it deems relevant, and "Spot Rate" shall be construed accordingly;</p> <p>(c) as soon as reasonably practicable after the No Fault Termination Date, each Determining Party shall provide the other party a statement showing in reasonable detail the calculations referred to in paragraph (b) above and specifying the balance payable by one party to the other. If the balance is calculated by a Determining Party to be payable by such Determining Party to the other party, it shall be expressed as a positive number and if the balance is calculated by a Determining Party to be payable by the other party to such Determining Party, it shall be expressed as a negative number;</p> <p>(d) the actual amount that is payable by one party to the other (the "No Fault Termination Amount") shall be one-half of the difference between the</p>
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	<p>higher balance so calculated (by party "X") and the lower balance so calculated (by party "Y"). If the No Fault Termination Amount is a positive number, Y will pay it to X; if it is a negative number X will pay the absolute value of the No Fault Termination Amount to Y. The No Fault Termination Amount shall be due and payable on the Business Day following the date on which the last of the statements was provided;</p> <p>(e) interest shall accrue on the No Fault Termination Amount on a 360 day, 365 day or other day basis in accordance with the applicable market convention (or as otherwise agreed by the parties), for the actual number of days during the period from and including the No Fault Termination Date to, but excluding, the date of payment;</p> <p>(f) for the purposes of paragraph 4 (<i>Margin Maintenance</i>) of the Agreement, Transaction Exposure with respect to an Affected Transaction:</p> <p>(i) during the period from and including the No Fault Termination Date to and including the date the No Fault Termination Amount becomes due and payable, shall continue to be calculated in accordance with sub-paragraph (xx) of paragraph 2 (<i>Definitions</i>) of the Agreement (if the Agreement is the 2011 version of the Global Master Repurchase Agreement) or sub-paragraph (ww) of paragraph 2 (<i>Definitions</i>) of the Agreement (if the Agreement is the 2000 version of the Global Master Repurchase Agreement) or sub-paragraph (nn) of paragraph 2 (<i>Definitions</i>) of the Agreement (if the Agreement is the 1995 version of the Global Master Repurchase Agreement) (in each case, as if the Repurchase Date had not occurred, but subject to paragraph 5(b)(ii) of this Annex);</p>
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	<p style="text-align: center;">and</p> <p>(ii) at any time following the date the No Fault Termination Amount becomes due and payable, shall be zero;</p> <p>(g) the following shall be added as an additional Event of Default for the purposes of paragraph 10 (<i>Events of Default</i>) of the Agreement:</p> <p>(i) (if the Agreement is the 2011 version of the Global Master Repurchase Agreement): "A party fails to pay the No Fault Termination Amount on the day on which the No Fault Termination Amount becomes due and payable by such party"; or</p> <p>(ii) (if the Agreement is the 1995 or 2000 version of the Global Master Repurchase Agreement): "A party fails to pay the No Fault Termination Amount on the day on which the No Fault Termination Amount becomes due and payable by such party, and the non-Defaulting Party serves a Default Notice on the Defaulting Party"; and</p> <p>(h) for the avoidance of doubt (i) sub-paragraphs (g), (l) and (n) of paragraph 10 (<i>Events of Default</i>) of the Agreement (if the Agreement is the 2011 version of the Global Master Repurchase Agreement) or sub-paragraphs (f) and (k) of paragraph 10 (<i>Events of Default</i>) of the Agreement (if the Agreement is the 2000 version of the Global Master Repurchase Agreement) or sub-paragraph (d) of paragraph 10 (<i>Events of Default</i>) of the Agreement (if the Agreement is the 1995 version of the Global Master Repurchase Agreement) shall be disregarded for the purposes of calculating the No Fault Termination Amount; and (ii) No Fault Termination shall not constitute an Event of Default.</p>
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SCHEDULE TO OFFSHORE RENMINBI ANNEX

Fallback Matrix for supplemental terms and conditions for transactions with payments denominated in offshore Renminbi - version 1 dated as of 24 February 2015

Settlement Currency	Number of Business Day[s] for Non-Deliverable Substitute Settlement Date term	Settlement Rate Option	Disruption Fallbacks	USD Settlement Rate Option	Relevant City(ies) for Business Day for Valuation Date	Relevant City(ies) for Business Day for Non-Deliverable Substitute Settlement Date	Deferral Period
USD	2	The spot rate for the Valuation Date will be the Chinese Renminbi / U.S. Dollar official fixing rate, expressed as the amount of Chinese Renminbi per one U.S. Dollar, for settlement in two Business Days reported by the Treasury Markets Association which appears on Reuters page <CNHFIX> at approximately 11:15 a.m., Hong Kong time (the " Spot Rate ")	<ol style="list-style-type: none"> 1. Valuation Postponement 2. Fallback Reference Price 3. Fallback Reference Price Postponement and Calculation Agent Determination of Spot Rate 4. No Fault Termination 	N.A.	Hong Kong	New York	14

EUR	2	The Spot Rate for a Valuation Date will be the Spot Rate	<ul style="list-style-type: none"> 1. Valuation Postponement 2. Fallback Reference Price 3. Fallback Reference Price Postponement and Calculation Agent Determination of Spot Rate 4. No Fault Termination 	REUTERS EBS SPOT FX FIXINGS FOR EUR AND USD	Hong Kong	TARGET Settlement Day	14
SGD	2	The Spot Rate for a Valuation Date will be the Spot Rate	<ul style="list-style-type: none"> 1. Valuation Postponement 2. Fallback Reference Price 3. Fallback Reference Price Postponement and Calculation Agent Determination of Spot Rate 4. No Fault Termination 	SGD VWAP or SGD3	Singapore and Hong Kong	Singapore	14

Capitalised terms used in the above table that have not been given a definition in the Offshore Renminbi Annex shall have the meaning given below:

“REUTERS EBS SPOT FX FIXINGS FOR EUR AND USD” means that the spot foreign exchange rate for a Valuation Date will be the reference rate for EUR and USD which appears on the Reuters Screen FXFIX Page as of 11:00 a.m., London time, on the day that is two London Banking Days prior to that Valuation Date.

“SGD VWAP” or **“SGD3”** each means that the rate for a Valuation Date will be the Singapore Dollar/U.S. Dollar spot rate expressed as the amount of Singapore Dollar per one U.S. Dollar for settlement in two business days in Singapore, reported by ABS Benchmarks Administration Co Pte. Ltd. (or its successor as administrator or sponsor of the rate), which appears on Thomson Reuters Screen ABSFIX01 Page at approximately 11:30 a.m., Singapore time, on that Valuation Date.

“TARGET Settlement Day” means any day on which TARGET (the Trans-European Automated Real-time Gross settlement Express Transfer system) is open.