

## REPLACEMENT TRANSACTION AGREEMENT

THIS REPLACEMENT TRANSACTION AGREEMENT, entered into as of August [ ], 2008, between Morgan Keegan Financial Products, Inc. (the “Provider”), City of Austin, Texas (the “Counterparty”) and Deutsche Bank AG, New York Branch (the “CSP”), as a “Credit Support Provider” of the Provider, for the benefit of the Counterparty, pursuant to the ISDA Master Agreement (1992 Local Currency — Single Jurisdiction), dated as of August [ ], 2008, between the Counterparty and the Provider (together with the Schedule thereto, the “Master Agreement”). This Replacement Transaction Agreement is a “Credit Support Document” specified in the Master Agreement. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Master Agreement. Any references herein to a Credit Support Annex, whether described as relating to this Replacement Transaction Agreement or otherwise, shall constitute references to the Credit Support Annex to the Schedule to the Replacement Master Agreement deemed entered into between the CSP and the Counterparty pursuant to this Replacement Transaction Agreement.

In consideration of the mutual representations, warranties and covenants contained in this Replacement Transaction Agreement, the Master Agreement and any transaction(s) that may be entered into from time to time between the Provider and the CSP related thereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Provider, the Counterparty and the CSP each hereby agrees, subject to the terms and conditions of this Replacement Transaction Agreement, as follows.

1. Representations and Warranties. Each party hereby represents and warrants to the other parties as follows:

(a) Organization and Qualification. In the case of the Provider and the CSP, It is duly organized and validly existing under the laws of the jurisdiction of its incorporation or organization and, if relevant under such laws, is in good standing, in the case of the Counterparty, it is a duly organized municipal corporation and a political subdivision of the State of Texas, duly created, validly existing, and acting under the provisions of the Constitution and the laws of the State (including the Counterparty’s home rule charter).

(b) Powers. It has the power to execute this Replacement Transaction Agreement and any other documentation relating to this Replacement Transaction Agreement that it is required by this Replacement Transaction Agreement to deliver and to perform its obligations under this Replacement Transaction Agreement and has taken all necessary action to authorize such execution, delivery and performance.

(c) No Violation or Conflict. The execution, delivery and performance of this Replacement Transaction Agreement does not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets.

(d) Consents. All governmental and other consents that are required to have been obtained by it with respect to this Replacement Transaction Agreement have been obtained and are in full force and effect and all conditions of any such consents have been complied with.

(e) Obligations Binding. Its obligations under this Replacement Transaction Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).

(f) Disclosure of Roles. The Provider represents (and the Counterparty acknowledges) that the Provider and the CSP (and/or their affiliates) have entered into certain arrangements under which they each expect to earn a profit in connection with the Master Agreement and this Replacement Transaction Agreement.

(g) Liability. The Counterparty hereby acknowledges that neither the CSP nor any of its affiliates shall be liable for any action of the Provider in connection with, or relating to, any Transaction under the Master Agreement or this Replacement Transaction Agreement, except as otherwise provided in the Master Agreement or this Replacement Transaction Agreement.

(h) Limited Involvement by the CSP. Each party acknowledges that the CSP has entered into this Replacement Transaction Agreement on an arm's-length basis, and has not provided (and is not responsible for) any other document, information or advice that either party may rely upon in making its decision to enter into this Replacement Transaction Agreement, the Master Agreement or any Transaction hereunder or thereunder.

## 2. Replacement Master Agreement.

(a) The CSP and the Counterparty agree to be bound by, and shall be deemed to have entered into, an ISDA Master Agreement (1992 Local Currency — Single Jurisdiction), dated as of the date hereof, between the Counterparty and the CSP (together with the Schedule thereto, the "Replacement Master Agreement"), having terms identical to those of the Master Agreement; *provided, however*, that (i) references in the Master Agreement to the "Provider" shall be deemed to be references to the "CSP," (ii) the Master Agreement shall be modified as set forth in Exhibit B to this Replacement Transaction Agreement and (iii) notwithstanding anything contained in the Master Agreement or the Replacement Master Agreement to the contrary, neither the CSP nor the Counterparty shall have any obligation to deliver documents under the Replacement Master Agreement (except under any Credit Support Annex) unless and until a Replacement Transaction (as defined below) is entered into as described below. With respect to each Transaction under the Master Agreement, the CSP hereby grants to the Counterparty an irrevocable option under the Replacement Master Agreement to cause the CSP to enter into an identical Transaction under the Replacement Master Agreement (a "Replacement Transaction") upon the terms and conditions set forth in this Paragraph 2(a). Conditioned solely upon the occurrence of an Early Termination Date with respect to the Master Agreement and any or all Transactions thereunder, subject, if applicable, to the provisions of Paragraph 3(b) hereof, (i) the

Counterparty shall be entitled to exercise such option, and shall be deemed to have exercised such option, automatically without the need for further action by any party hereto, and (ii) upon exercise of such option by the Counterparty, each of the CSP and the Counterparty agrees to enter into and become bound by, and shall be deemed to have entered into and become bound by, automatically without the need for further action by any party hereto, Replacement Transactions under the Replacement Master Agreement, such that the Counterparty and the CSP each undertake liabilities and obligations towards the other and acquire rights against each other identical in their terms to all such Transactions under the Master Agreement (other than any rights, liabilities or obligations of the “Counterparty” or the “Provider” with respect to payments or other obligations due and payable or due to be performed on or prior to such Early Termination Date, except as expressly provided in Paragraph 4 hereof).

(b) Without limiting the foregoing, if the designation of an Early Termination Date with respect to the Master Agreement and all Transactions thereunder with respect to which the Provider is the Defaulting Party or Affected Party arises solely by reason of a “CSP-Triggered Event” (as defined below), then all Replacement Transactions under the Replacement Master Agreement shall also terminate and shall be deemed to have terminated, automatically without the need for further action by any party thereto, immediately upon becoming effective on such Early Termination Date, the CSP shall be deemed to be the sole Affected Party, and all Transactions shall be deemed to be Affected Transactions.

A “CSP-Triggered Event” means an Event of Default or Termination Event with respect to which the Provider is the Defaulting Party or an Affected Party under the Master Agreement where such Event of Default or Termination Event arises solely by reason of an event or condition that is directly attributable to the CSP (as the “Credit Support Provider” for the Provider) or the CSP’s obligation to perform pursuant to the terms of this Replacement Transaction Agreement (as the “Credit Support Document” for the Provider).

(c) Upon any transfer and assignment from the Provider to the CSP of the Master Agreement and all Transactions thereunder pursuant to Part 4(m)(i) of the Schedule to the Master Agreement, this Replacement Transaction Agreement shall simultaneously terminate without the need for further action by any party hereto, and no payments shall be owed by either party to the Replacement Master Agreement to the other party thereto in connection with such termination.

(d) Unless and until a Replacement Transaction is deemed to have been entered into pursuant to Paragraph 2(a) hereof, the CSP and the Counterparty each agree not to exercise any right to designate an Early Termination Date under the Replacement Master Agreement.

### 3. Substitute CSP.

(a) Each of the Counterparty and the CSP agrees that, so long as an Event of Default or Termination Event shall not have occurred under the Master Agreement or any Transaction thereunder with respect to which the Provider is the Defaulting Party or an Affected Party except as hereinafter provided in Paragraph 3(b), the Provider shall have the right, at any time and for any reason, to substitute a different “Credit Support Provider” in lieu of the CSP by

requiring that the CSP assign its rights under this Replacement Transaction Agreement (and under any Credit Support Annex related hereto) (i) without the consent of any party, to another entity, having a long-term, senior, unsecured, unenhanced debt rating of at least “Aa3” by Moody’s and “AA-” by S&P that is willing to assume the obligations of the CSP under this Replacement Transaction Agreement (and under any Credit Support Annex related hereto) with respect to the Master Agreement and all Transactions thereunder (such entity, a “Substitute CSP”), or (ii) with the consent of the Counterparty, to a Substitute CSP regardless of its ratings.

(b) If an Event of Default or Termination Event shall have occurred under the Master Agreement or any Transaction thereunder with respect to which the Provider is the Defaulting Party or an Affected Party, and such Event of Default or Termination Event arises solely by reason of a CSP-Triggered Event, then notwithstanding anything to the contrary contained in the Master Agreement, the Counterparty agrees that it shall not designate an Early Termination Date with respect to the Master Agreement and all Transactions thereunder unless the Counterparty shall have given to the Provider not fewer than thirty (30) days’ prior written notice of its intention to designate an Early Termination Date (“Notice of Intended Termination”) on a Business Day specified therein. If (i) within fifteen (15) days of its receipt of such Notice of Intended Termination, the Provider shall have notified the Counterparty and the CSP that it intends to provide a Substitute CSP and (ii) within twenty-five (25) days of the Provider’s receipt of the Notice of Intended Termination an assignment by the CSP and assumption by the Substitute CSP with respect to this Replacement Transaction Agreement (and any Credit Support Annex related hereto) and the Master Agreement and all Transactions thereunder (in form and substance reasonably satisfactory to the Counterparty) shall have been executed and delivered to the Counterparty, then the replacement of the CSP by such Substitute CSP shall occur in lieu of an Early Termination Date with respect to the Master Agreement and all Transactions thereunder, and an Early Termination Date shall not occur by reason of such Event of Default or Termination Event (as applicable). If no such Substitute CSP assumes the obligations of the CSP in accordance with this Paragraph 3(b) as of the date specified in clause (ii) of the preceding sentence, then the date specified in the Notice of Intended Termination shall be deemed to have been designated by the Counterparty as an Early Termination Date with respect to the Master Agreement and all Transactions thereunder.

(c) The CSP hereby covenants and agrees that it shall cooperate with the Provider and the Counterparty in taking such ministerial actions as may reasonably be requested with regard to any Substitute CSP, including, but not limited to, executing any documentation of a ministerial nature necessary to reflect the assignment and assumption of this Replacement Transaction Agreement (and any Credit Support Annex related hereto).

4. *Satisfaction of Obligations Under Section 6(e) of the Master Agreement.* Upon the occurrence of an Early Termination Date with respect to the Master Agreement and all Transactions thereunder, the Settlement Amount and any net Unpaid Amounts that may be owing from the Counterparty to the Provider, or from the Provider to the Counterparty, as applicable, shall be determined and paid or otherwise satisfied in accordance with Part 1(j) of the Schedule to the Master Agreement, as modified by Part 5 of the Schedule to the Master Agreement, the provisions of which are incorporated herein by reference as if fully set forth herein. Each of the parties hereto hereby ratifies, confirms and agrees to satisfy its obligations with respect to the agreements, assignments and payments to be made by it in accordance with

such Part 1(j), as modified by Part 5 of the Schedule to the Master Agreement; *provided* that the CSP hereby agrees that it shall perform its obligations under this Replacement Transaction Agreement, irrespective of whether it receives any payments from the Provider under the Master Agreement.

5. Written Agreement as to Any Transaction. Other than the initial transaction(s) to be entered into on or about August [ ], 2008 (the “Initial Transactions”) which shall be subject to this Replacement Transaction Agreement and the Master Agreement upon execution hereof, no Transaction shall be subject to the Master Agreement, and neither the Provider nor the Counterparty shall have any right or benefit under this Replacement Transaction Agreement or the Master Agreement with respect to any Transaction, unless Exhibit A to this Replacement Transaction Agreement, as such Exhibit A may be updated from time to time in connection with the addition of Transaction(s), (i) references the related Confirmation, and (ii) with such reference, is executed by each of the Provider, the Counterparty and the CSP. In connection with the foregoing, each of the Provider and the Counterparty agrees and covenants not to enter into any Transaction (other than the Initial Transactions) under the Master Agreement that is not subject to this Replacement Transaction Agreement.

6. Role of the CSP. Notwithstanding anything contained in this Replacement Transaction Agreement, the Master Agreement or the Confirmations thereunder to the contrary, unless and until an Early Termination Date has occurred pursuant to and with respect to the Master Agreement and any or all Transactions thereunder, the CSP shall have no obligations under this Replacement Transaction Agreement except as expressly provided in Paragraph 3 hereof; *provided, however*, that each of the parties hereto (including the CSP) shall be responsible for the representations made by it pursuant to Paragraph 1 hereof.

7. Bankruptcy Code. It is the express intention of the Provider, the Counterparty and the CSP that (i) the Master Agreement and all Transactions thereunder and this Replacement Transaction Agreement (including, without limitation, the option granted in Paragraph 2(a) hereof), a Replacement Master Agreement deemed entered into pursuant to Paragraph 2(a) hereof and any Credit Support Annex between the Counterparty and the CSP relating hereto shall collectively constitute a single agreement, (ii) the foregoing, together with all Replacement Transactions, shall each constitute a “swap agreement” as defined in section 101(53B) of Title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the “Bankruptcy Code”) and (iii) the parties shall each constitute a “swap participant” under section 101(53C) of the Bankruptcy Code, in each case subject to and entitled to the exemptions and protections afforded by sections 362(b)(17), 362(o), 546(g), 548(d) and 560 of the Bankruptcy Code.

8. Security Interest. The Counterparty hereby acknowledges and agrees that the Provider may grant a security interest in all of its right, title and interest in and to the Master Agreement and any or all Transactions thereunder to the CSP.

9. No Modification. Each of the Counterparty and the Provider agrees that any amendment, supplement, waiver or other modification of any of the terms or conditions of the Master Agreement or any Transaction thereunder shall be in writing and shall be subject to the prior written consent of the CSP. Any amendment, supplement, waiver or other modification of any of the terms or conditions of the Master Agreement or any Transaction thereunder effected

without the prior written consent of the CSP shall be void *ab initio* and have no force and effect with respect to the Master Agreement or any Transaction thereunder.

10. Assignment of Rights and Subrogation. Upon the occurrence of an Early Termination Date with respect to the Master Agreement and all Transactions thereunder and entering into Replacement Transactions under the Replacement Master Agreement in accordance with Paragraph 2(a) hereof, the Counterparty agrees that it shall be deemed to have assigned to the CSP, and the CSP shall be expressly subrogated to, and shall otherwise be entitled to, any and all rights of the Counterparty as against the Provider arising under the Master Agreement or any Transaction thereunder. Each of the Counterparty and the Provider expressly acknowledges and agrees to the assignment of rights and subrogation provided for in the preceding sentence.

11. Further Assurances. Each of the parties hereto agrees to execute and deliver such documents, and to take such further actions, in each case of a ministerial nature, as may reasonably be requested by any party hereto in order to effectuate the express terms, or the clear purpose and intent, of any of the provisions contained in this Replacement Transaction Agreement.

12. Notices. The address for notice or communication to the CSP is as follows:

Deutsche Bank AG, New York Branch  
60 Wall Street  
New York, New York 10005  
Attention: Patrick Marsh  
Facsimile: (212) 797-2210 or (212) 797-2218

The address for notice or communication to the Provider or the Counterparty shall be as specified in the Master Agreement. Notices under this Replacement Transaction Agreement shall be subject to and governed by the notice provisions of the Master Agreement as if given thereunder.

13. GOVERNING LAW. THIS REPLACEMENT TRANSACTION AGREEMENT SHALL BE CONSTRUED, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED, IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

14. Waiver of Jury Trial. THE PARTIES HERETO, TO THE FULLEST EXTENT PERMITTED BY THE TEXAS CONSTITUTION AND APPLICABLE LAW, WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ENFORCING OR DEFENDING ANY RIGHTS UNDER THIS AGREEMENT OR RELATING THERETO. EACH OF THE PARTIES ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION HAVE BEEN BARGAINED FOR AND THAT IT HAS BEEN REPRESENTED BY COUNSEL IN CONNECTION THEREWITH. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT OR THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH OF

THE PARTIES HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH OF THE PARTIES HERETO FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY IS WAIVING ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY A COURT (RATHER THAN BY A JURY) UNDER THIS AGREEMENT.

15. Amendments. No amendment, modification or waiver in respect of this Replacement Transaction Agreement will be effective unless in writing (including a writing evidenced by facsimile transmission) and executed by each of the parties.

16. Counterparts. This Replacement Transaction Agreement (and each amendment, modification and waiver in respect of it) may be executed and delivered in counterparts (including by facsimile transmission), each of which will be deemed to be an original.

**IN WITNESS WHEREOF**, the parties have executed this Replacement Transaction Agreement by their duly authorized officers as of the date hereof.

Morgan Keegan Financial Products, Inc.

By: \_\_\_\_\_  
Name:  
Title:

City of Austin, Texas

By: \_\_\_\_\_  
Name:  
Title:

Deutsche Bank AG, New York Branch

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:



EXHIBIT A

Transactions Under the Master Agreement Subject to the Replacement Transaction Agreement

(1) Transaction described in, and provided for pursuant to, the Confirmation, dated as of \_\_\_\_\_, 200[8], bearing [Trade Reference Number \_\_\_\_\_], between the Counterparty and the Provider, which Transaction is subject to the Master Agreement and the Replacement Transaction Agreement.

Dated as of \_\_\_\_\_, 200[8]

Morgan Keegan Financial Products, Inc.

By: \_\_\_\_\_  
Name:  
Title:

City of Austin, Texas

By: \_\_\_\_\_  
Name:  
Title:

Deutsche Bank AG, New York Branch

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

## EXHIBIT B

### Modifications to the Master Agreement for Purposes of the Replacement Master Agreement

1. Part 1(b) of the Schedule shall be deleted in its entirety and replaced with the following:

“(b) “**Specified Transaction**” will have the meaning specified in Section 12 of this Agreement, except that with respect to the Counterparty, such term shall include only those transactions described therein pursuant to which the Counterparty’s obligations are payable in whole or in part from Pledged Revenues.”
2. Part 1(d) of the Schedule shall be deleted in its entirety and replaced with the following:

“(d) “**Specified Indebtedness**” has the meaning specified in Section 12, except that (i) Specified Indebtedness shall not include indebtedness in respect of bank deposits received in the ordinary course of business, and (ii) with respect to the Counterparty, such term shall include only those obligations payable in whole or in part from Pledged Revenues.”
3. Part 1(e) of the Schedule shall be deleted in its entirety and replaced with the following:

“(e) “**Threshold Amount**” means: (i) with respect to the Provider or any Credit Support Provider of such party, 1% of its shareholders’ equity (determined in accordance with generally accepted accounting principles); and (ii) with respect to the Counterparty, U.S. \$10,000,000 (or the equivalent in another currency, currency unit or combination thereof).”
4. The first paragraph of Part 1(i) of the Schedule shall be deleted in its entirety and replaced with the following:

“(i) The “**Automatic Early Termination**” provisions of Section 6(a) will not apply to the Provider and the Counterparty; *provided, however*, with respect to the Counterparty, where the Event of Default is specified in Section 5(a)(vii)(1), (3), (4), (5), (6) or to the extent analogous thereto, (8), and the Counterparty is governed by a system of law which does not permit termination to take place upon or after the occurrence of the relevant Event of Default in accordance with the terms of this Agreement, then the Automatic Early Termination provisions of Section 6(a) will apply to the Counterparty.

In addition to, and notwithstanding anything to the contrary in the preceding sentence, if an Early Termination Date occurs under Section 6(a) as a result of Automatic Early Termination, the Defaulting Party hereby agrees to pay to the Non-defaulting Party on demand an amount equal to all loss or damage that the Non-defaulting Party may sustain or incur (including in relation to terminating, liquidating, obtaining or re-establishing any hedge or related position to the extent not already taken into account in the calculation performed under Section 6(e)) in respect of each Transaction as a result of movements in relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data between the Early Termination Date and the Local Business Day upon which the

Non-defaulting Party first becomes aware that the Early Termination Date has occurred under Section 6(a); *provided, however*, that if the Non-defaulting Party determines that any such movements have actually resulted in a net, after tax, gain for the Non-defaulting Party, then the Non-defaulting Party agrees to pay to the Defaulting Party the sum of such gain, subject to any rights the Non-defaulting Party may have under this Agreement or otherwise.”

5. Part 1(j) of the Schedule shall be deleted in its entirety and replaced with the following:

“(j) **Payments on Early Termination:** “Market Quotation” and “Second Method” shall apply for purposes of Section 6(e) of this Agreement.”

6. Part 1(k)(ii) of the Schedule shall be deleted in its entirety and replaced with the following:

“(ii) **Provider Credit Event.** The occurrence at any time of a Provider Credit Event (as hereinafter defined) shall be an Additional Termination Event with respect to the Provider. As used herein, “Provider Credit Event” shall mean that, with respect to the Provider, the long-term, unsecured, unenhanced and unsubordinated indebtedness of the Provider shall cease to be rated at least “Baa3” by Moody’s or “BBB-” by S&P, or such indebtedness ceases to be rated by Moody’s or S&P or either of such ratings is withdrawn or suspended. Upon the occurrence of a Provider Credit Event, the Provider shall be deemed to be the sole Affected Party and all Transactions shall be deemed to be Affected Transactions.”

7. Part 1(k)(v) of the Schedule shall be deleted in its entirety and replaced with the following: “[Intentionally omitted]”.

8. Part 3(a) of the Schedule shall be deleted in its entirety and replaced with the following:

“(a) **Address for Notices.** For the purpose of Section 10(a):

**Address for notice or communications to the Counterparty:**

City of Austin, Texas  
P.O. Box 2106  
Austin, Texas 78768  
Attention: City Treasurer  
Facsimile: (512) 370-3838

**Address for notice or communications to the Provider:**

All notices to the Provider under Sections 5 or 6 (other than notices under Section 5(a)(i)) shall be sent to:

Deutsche Bank AG, New York Branch  
60 Wall Street  
New York, NY 10005  
Attention: Legal Department – Global Markets  
Facsimile: (212) 797-4566

All other notices to the Provider shall be sent directly to the Office through which Provider is acting for the relevant Transaction, using the address and contact particulars specified in the Confirmation of that Transaction or otherwise notified.”

9. Part 3(b) of the Schedule shall be deleted in its entirety and replaced with the following:

“(b) **Calculation Agent.** The Calculation Agent is the Provider, unless the Provider is a Defaulting Party in which case the Counterparty or an Agent of the Counterparty will be the Calculation Agent.
10. The last paragraph of Part 3(c) of the Schedule shall be deleted in its entirety and replaced with the following:

“Credit Support Document means in relation to the Provider: the Credit Support Annex dated as of the date hereof (the provisions of which are incorporated by reference herein).”
11. The last paragraph of Part 3(d) of the Schedule shall be deleted in its entirety and replaced with the following:

“Credit Support Provider means in relation to the Provider: None.”
12. If Part 3(h) of the Schedule reads “will not apply,” then Part 3(h) shall be deleted in its entirety and replaced with the following:

“(h) **Netting of Payments.** Subparagraph (ii) of Section 2(c) will apply.”
13. The definition of “CSP” in Part 4(g) shall be deleted in its entirety and replaced with “[Intentionally omitted].”
14. The definition of “Replacement Transaction Agreement” in Part 4(g) shall be deleted in its entirety and replaced with “[Intentionally omitted].”
15. Part 4(i)(ii) of the Schedule shall be deleted in its entirety and replaced with “[Intentionally omitted].”

16. Part 4(j)(iv) of the Schedule shall be deleted in its entirety and replaced with “[Intentionally omitted].”
17. Part 4(k) of the Schedule shall be deleted in its entirety and replaced with:

“(k) **Bankruptcy Code.** It is the express intention of the Provider, the Counterparty and each Credit Support Provider of any party that (i) this Agreement and all Transactions hereunder and any Credit Support Annex that may be entered into between the Counterparty and the Provider shall collectively constitute a single agreement and shall each constitute a “swap agreement” as defined in section 101(53B) of Title 11 of the United States Code, 11 U.S.C. §§ 101-1330 (the “Bankruptcy Code”) and (ii) each of the parties constitutes a “swap participant” under section 101(53C) of the Bankruptcy Code, in each case subject to and entitled to the exemptions and protections afforded by, among other things, sections 362(b)(17), 362(o), 546(g), 548(d) and 560 of the Bankruptcy Code.”
18. Part 4(l) of the Schedule shall be deleted in its entirety and replaced with “[Intentionally omitted].”
19. Part 4(m) of the Schedule shall be deleted in its entirety and replaced with “[Intentionally omitted].”
20. The following new paragraph “r” shall be added at the end of Part 4:

“(r) **Set-off.** (i) Section 6 of this Agreement is amended by the addition of the following Section 6(f):

“(f) Upon the designation of any Early Termination Date, the party that is not the Defaulting Party or Affected Party (“X”) may, without prior notice to the Defaulting or Affected Party (“Y”), set off any sum or obligation (whether or not arising under this Agreement, whether matured or unmatured, whether or not contingent and irrespective of the currency, place of payment or booking office of the sum or obligation) owed by Y to X or any Affiliate of X (the “X Set Off Amount”) against any sum or obligation (whether or not arising under this Agreement, whether matured or unmatured, whether or not contingent and irrespective of the currency, place of payment or booking office of the sum or obligation) owed by X or any Affiliate of X to Y (the “Y Set Off Amount”). X will give notice to the other party of any set off effected under this Section 6(f).

For this purpose, either the X Set Off Amount or the Y Set Off Amount (or the relevant portion of such set off amounts) may be converted by X into the currency in which the other set off amount is denominated at the rate of exchange at which X would be able, acting in a reasonable manner and in good faith, to purchase the relevant amount of such currency.

If a sum or obligation is unascertained, X may in good faith estimate that obligation and set-off in respect of the estimate, subject to the relevant party accounting to the other when the obligation is ascertained.

Nothing in this Section 6(f) shall be effective to create a charge or other security interest. This Section 6(f) shall be without prejudice and in addition to any right of set-off, combination of accounts, lien or other rights to which any party is at any time otherwise entitled (whether by operation of law, contract or otherwise).

For purposes of this Section 6(f), the obligations subject to set-off with respect to the Counterparty shall be limited to obligations payable (in whole or in part) solely from or which, when paid by the Counterparty, will be included in, Pledged Revenues.”

21. Part 5 of the Schedule shall be deleted in its entirety and replaced with “[Intentionally omitted].”
22. Subject to the foregoing, all references in the Schedule to “Morgan Keegan Financial Products, Inc.” shall be deleted and replaced with “Deutsche Bank AG, New York Branch.”
23. All references to “and the CSP” and “or the CSP” shall be deleted.