

Notice "A"

Applicable for parties having chosen the following options:

1. Calculation of IA Return Amount:	OPTION 1 (ONE STAGE PROCESS)
2. "IA Return Amount":	OPTION 1 (ALL IA)

[Letterhead of Pledgor]

Date: _____

[SECURITIES INTERMEDIARY]
[ADDRESS LINE 1]
[ADDRESS LINE 2]
Attention:

Re: Control Agreement

PLEDGOR ACCESS NOTICE

We refer to the [Account Control Agreement], dated as of [_____, 201_] (as amended and in effect from time to time, the “**Control Agreement**”), between [the Secured Party] (the “**Secured Party**”), [the Pledgor], and you, as [Securities Intermediary]. Unless otherwise provided herein, capitalized terms used in this notice have the meanings assigned to them in the Control Agreement or the ISDA Master Agreement (as defined in the Control Agreement), as applicable.

We hereby issue a Pledgor Access Notice pursuant to Section [X] of the Control Agreement.

We certify that [an Event of Default][a Specified Condition]¹ has occurred with respect to [the Secured Party] [due to the occurrence of an event under [Section [●]][Part [●]] of the [ISDA Master Agreement][Schedule]].² [In addition, we certify that such event constitutes an Indisputable Event.]³

We certify that, as a result of such [Event of Default][Specified Condition], an Early Termination Date under the ISDA Master Agreement has [occurred] [been designated] with respect to all Transactions thereunder, and therefore we are entitled to exercise certain rights and remedies provided to us under the Control Agreement.

We hereby instruct you to transfer, in accordance with Section [X] of the Control Agreement, all of the Collateral in the Account pursuant to the transfer instructions indicated below.

1. Transfer Instructions:

¹ Parties will need to modify this form by choosing the bracketed language (or inserting other relevant language) that reflects the parties’ agreement as to the circumstances giving rise to a Pledgor’s right to deliver a Pledgor Access Notice. If multiple circumstances may result in a Pledgor’s right to deliver a Pledgor Access Notice, then the various options should be included (in brackets), with the following footnote: “These bracketed provisions are alternatives, and the Pledgor must include one of these alternatives and delete the others.”

² Parties may elect to require the notifying party to specify the event giving rise to the notice if they so choose.

³ This language should be included (with brackets) if the parties have incorporated the concept of an “Indisputable Event” in the Control Agreement (e.g., dispute rights, Release Time). If this bracketed language is included, the following footnote should be included: “This bracketed sentence is optional and should only be included if in fact an Indisputable Event has occurred. If an Indisputable Event has not occurred, this sentence should be deleted.”

[Specify Delivery Instructions]

[2. Evidence of Filing (if applicable)]⁴

If we have certified above that an Indisputable Event has occurred, then, as indicated below, documents satisfying at least one of the following categories are attached to this Pledgor Access Notice as Evidence of Filing:

- Copies of relevant excerpts of publications (including any on-line publication) published by two of the following sources: Wall Street Journal, Bloomberg News, New York Times, Thomson Reuters, Dow Jones or the Financial Times Ltd. (or any successors thereto) reporting an Indisputable Event with respect to such entity.
- A copy of a petition or filing instituting any proceeding described in Section 5(a)(vii)(4) of the ISDA Master Agreement duly filed by or against such entity with an authorized judicial authority (or a comparable filing duly filed in the applicable jurisdiction if such jurisdiction is not in the United States of America).
- A copy of an order of a court of competent jurisdiction that has not been appealed or stayed that evidences that an Indisputable Event exists with respect to such entity.
- A copy of an official announcement of the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for such entity or for all or substantially all of its assets including any such announcement that is published on the website of any relevant governmental authority.
- Announcements (including any website announcements) published by such entity or its affiliates with respect to the occurrence of an Indisputable Event with respect to such entity.]

[As provided in the Control Agreement, this Pledgor Access Notice shall be effective regardless of whether the specified Evidence of Filing is complete or attached, and the Securities Intermediary shall have no obligation to verify or review the attached Evidence of Filing.]⁵

[You are hereby instructed to forward this notice to the Secured Party promptly in accordance with the Control Agreement.]⁶

⁴ To be included only if the parties have incorporated the concept of an “Indisputable Event” in the Control Agreement and “Indisputable Event” is defined as “Bankruptcy Filing Evidence Event”.

⁵ Parties should ensure that this language is consistent with the provisions contained in the body of the Control Agreement if it is included here.

⁶ To be included only if the parties have incorporated a requirement in the Control Agreement for the Securities Intermediary to forward this Pledgor Access Notice to the Secured Party. Please note that this requirement may not be appropriate where the parties are utilizing an automated notification system. Parties should not include a forwarding address unless they are certain that it will be correct at the time of notice and be consistent with the notice information that the custodian has on file.

Very truly yours,

[the Pledgor]

By: _____
Authorized Signatory

cc: [the Secured Party]

Notice "B"

Applicable for parties having chosen the following options:

1. Calculation of IA Return Amount:	OPTION 1 (ONE STAGE PROCESS)
2. "IA Return Amount":	OPTION 2 (EXCESS IA)

[Letterhead of Pledgor]

Date: _____

[SECURITIES INTERMEDIARY]
[ADDRESS LINE 1]
[ADDRESS LINE 2]
Attention:

Re: Control Agreement

PLEDGOR ACCESS NOTICE

We refer to the [Account Control Agreement], dated as of [_____, 201_] (as amended and in effect from time to time, the “**Control Agreement**”), between [the Secured Party] (the “**Secured Party**”), [the Pledgor], and you, as [Securities Intermediary]. Unless otherwise provided herein, capitalized terms used in this notice have the meanings assigned to them in the Control Agreement or the ISDA Master Agreement (as defined in the Control Agreement), as applicable.

We hereby issue a Pledgor Access Notice pursuant to Section [X] of the Control Agreement.

We certify that [an Event of Default][a Specified Condition]⁷ has occurred with respect to [the Secured Party] [due to the occurrence of an event under [Section [●]][Part [●]] of the [ISDA Master Agreement][Schedule]].⁸ [In addition, we certify that such event constitutes an Indisputable Event.]⁹

We certify that, as a result of such [Event of Default][Specified Condition], an Early Termination Date under the ISDA Master Agreement has occurred with respect to all Transactions thereunder, and therefore we are entitled to exercise certain rights and remedies provided to us under the Control Agreement.

We have determined the amounts of Excess IA and Required IA and specify such amounts below. We hereby instruct you to transfer, in accordance with Section [X] of the Control Agreement, Collateral in the Account with a value equal to the Excess IA specified

⁷ Parties will need to modify this form by choosing the bracketed language (or inserting other relevant language) that reflects the parties’ agreement as to the circumstances giving rise to a Pledgor’s right to deliver a Pledgor Access Notice. If multiple circumstances may result in a Pledgor’s right to deliver a Pledgor Access Notice, then the various options should be included (in brackets), with the following footnote: “These bracketed provisions are alternatives, and the Pledgor must include one of these alternatives and delete the others.”

⁸ Parties may elect to require the notifying party to specify the event giving rise to the notice if they so choose.

⁹ This language should be included (with brackets) if the parties have incorporated the concept of an “Indisputable Event” in the Control Agreement (e.g., dispute rights, Release Time). If this bracketed language is included, the following footnote should be included: “This bracketed sentence is optional and should only be included if in fact an Indisputable Event has occurred. If an Indisputable Event has not occurred, this sentence should be deleted.”

below pursuant to the transfer instructions indicated below. Collateral in the Account with a value equal to the Required IA specified below may be transferred to the Secured Party.

1. Excess IA: _____
2. Required IA: _____
3. Transfer Instructions for Excess IA:

[Specify Delivery Instructions]

4. Evidence of Filing (if applicable)¹⁰

If we have certified above that an Indisputable Event has occurred, then, as indicated below, documents satisfying at least one of the following categories are attached to this Pledgor Access Notice as Evidence of Filing:

- Copies of relevant excerpts of publications (including any on-line publication) published by two of the following sources: Wall Street Journal, Bloomberg News, New York Times, Thomson Reuters, Dow Jones or the Financial Times Ltd. (or any successors thereto) reporting an Indisputable Event with respect to such entity.
- A copy of a petition or filing instituting any proceeding described in Section 5(a)(vii)(4) of the ISDA Master Agreement duly filed by or against such entity with an authorized judicial authority (or a comparable filing duly filed in the applicable jurisdiction if such jurisdiction is not in the United States of America).
- A copy of an order of a court of competent jurisdiction that has not been appealed or stayed that evidences that an Indisputable Event exists with respect to such entity.
- A copy of an official announcement of the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for such entity or for all or substantially all of its assets including any such announcement that is published on the website of any relevant governmental authority.
- Announcements (including any website announcements) published by such entity or its affiliates with respect to the occurrence of an Indisputable Event with respect to such entity.]

[As provided in the Control Agreement, this Pledgor Access Notice shall be effective regardless of whether the specified Evidence of Filing is complete or attached, and the

¹⁰ To be included only if the parties have incorporated the concept of an “Indisputable Event” in the Control Agreement and “Indisputable Event” is defined as “Bankruptcy Filing Evidence Event”.

Securities Intermediary shall have no obligation to verify or review the attached Evidence of Filing.]¹¹

[You are hereby instructed to forward this notice to the Secured Party promptly in accordance with the Control Agreement.]¹²

Very truly yours,

[the Pledgor]

By: _____
Authorized Signatory

cc: [the Secured Party]

¹¹ Parties should ensure that this language is consistent with the provisions contained in the body of the Control Agreement if it is included here.

¹² To be included only if the parties have incorporated a requirement in the Control Agreement for the Securities Intermediary to forward this Pledgor Access Notice to the Secured Party. Please note that this requirement may not be appropriate where the parties are utilizing an automated notification system. Parties should not include a forwarding address unless they are certain that it will be correct at the time of notice and be consistent with the notice information that the custodian has on file.

Notice "C1"

Applicable for parties having chosen the following options:

1. Calculation of IA Return Amount:	OPTION 2 (TWO STAGE PROCESS)
2. First Stage of Two Stage Process:	Specifying "Estimated Excess IA"

[Letterhead of Pledgor]

Date: _____

[SECURITIES INTERMEDIARY]
[ADDRESS LINE 1]
[ADDRESS LINE 2]
Attention:

Re: Control Agreement

PLEDGOR ACCESS NOTICE

We refer to the [Account Control Agreement], dated as of [_____, 201_] (as amended and in effect from time to time, the “**Control Agreement**”), between [the Secured Party] (the “**Secured Party**”), [the Pledgor], and you, as [Securities Intermediary]. Unless otherwise provided herein, capitalized terms used in this notice have the meanings assigned to them in the Control Agreement or the ISDA Master Agreement (as defined in the Control Agreement), as applicable.

We hereby issue a Pledgor Access Notice pursuant to Section [X] of the Control Agreement.

We certify that [an Event of Default][a Specified Condition]¹³ has occurred with respect to [the Secured Party] [due to the occurrence of an event under [Section [●]][Part [●]] of the [ISDA Master Agreement][Schedule]].¹⁴ [In addition, we certify that such event constitutes an Indisputable Event.]¹⁵

We certify that, as a result of such [Event of Default][Specified Condition], an Early Termination Date under the ISDA Master Agreement has occurred with respect to all Transactions thereunder, and therefore we are entitled to exercise certain rights and remedies provided to us under the Control Agreement.

We hereby instruct you to transfer, in accordance with Section [X] of the Control Agreement, Collateral in the Account with a value equal to the Estimated Excess IA specified below pursuant to the transfer instructions indicated below.

¹³ Parties will need to modify this form by choosing the bracketed language (or inserting other relevant language) that reflects the parties’ agreement as to the circumstances giving rise to a Pledgor’s right to deliver a Pledgor Access Notice. If multiple circumstances may result in a Pledgor’s right to deliver a Pledgor Access Notice, then the various options should be included (in brackets), with the following footnote: “These bracketed provisions are alternatives, and the Pledgor must include one of these alternatives and delete the others.”

¹⁴ Parties may elect to require the notifying party to specify the event giving rise to the notice if they so choose.

¹⁵ This language should be included (with brackets) if the parties have incorporated the concept of an “Indisputable Event” in the Control Agreement (e.g., dispute rights, Release Time). If this bracketed language is included, the following footnote should be included: “This bracketed sentence is optional and should only be included if in fact an Indisputable Event has occurred. If an Indisputable Event has not occurred, this sentence should be deleted.”

1. Estimated Excess IA: _____

2. Transfer Instructions for Estimated Excess IA:

[Specify Delivery Instructions]

[3. Evidence of Filing (if applicable)¹⁶

If we have certified above that an Indisputable Event has occurred, then, as indicated below, documents satisfying at least one of the following categories are attached to this Pledgor Access Notice as Evidence of Filing:

- Copies of relevant excerpts of publications (including any on-line publication) published by two of the following sources: Wall Street Journal, Bloomberg News, New York Times, Thomson Reuters, Dow Jones or the Financial Times Ltd. (or any successors thereto) reporting an Indisputable Event with respect to such entity.
- A copy of a petition or filing instituting any proceeding described in Section 5(a)(vii)(4) of the ISDA Master Agreement duly filed by or against such entity with an authorized judicial authority (or a comparable filing duly filed in the applicable jurisdiction if such jurisdiction is not in the United States of America).
- A copy of an order of a court of competent jurisdiction that has not been appealed or stayed that evidences that an Indisputable Event exists with respect to such entity.
- A copy of an official announcement of the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for such entity or for all or substantially all of its assets including any such announcement that is published on the website of any relevant governmental authority.
- Announcements (including any website announcements) published by such entity or its affiliates with respect to the occurrence of an Indisputable Event with respect to such entity.]

In accordance with the Control Agreement, we will deliver a subsequent notice specifying the remaining Excess IA, if any, to be transferred to us in accordance with the terms of the Control Agreement and the Required IA, if any, to be transferred to the Secured Party in accordance with the terms of the Control Agreement.

[As provided in the Control Agreement, this Pledgor Access Notice shall be effective regardless of whether the specified Evidence of Filing is complete or attached, and the

¹⁶ To be included only if the parties have incorporated the concept of an “Indisputable Event” in the Control Agreement and “Indisputable Event” is defined as “Bankruptcy Filing Evidence Event”.

Securities Intermediary shall have no obligation to verify or review the attached Evidence of Filing.]¹⁷

[You are hereby instructed to forward this notice promptly to the Secured Party in accordance with the Control Agreement.]¹⁸

Very truly yours,

[the Pledgor]

By: _____
Authorized Signatory

cc: [the Secured Party]

¹⁷ Parties should ensure that this language is consistent with the provisions contained in the body of the Control Agreement if it is included here.

¹⁸ To be included only if the parties have incorporated a requirement in the Control Agreement for the Securities Intermediary to forward this Pledgor Access Notice to the Secured Party. Please note that this requirement may not be appropriate where the parties are utilizing an automated notification system. Parties should not include a forwarding address unless they are certain that it will be correct at the time of notice and be consistent with the notice information that the custodian has on file.

Notice "C2"

Applicable for parties having chosen the following options:

1. Calculation of IA Return Amount:	OPTION 2 (TWO STAGE PROCESS)
2. Second Stage of Two Stage Process:	Specifying "Excess IA" and "Required IA"

[Letterhead of Pledgor]

Date: _____

[SECURITIES INTERMEDIARY]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

Attention:

Re: Notification of Excess IA

Ladies and Gentlemen:

We refer to (i) the [Account Control Agreement], dated as of [_____, 201_] (as amended and in effect from time to time, the “**Control Agreement**”), between [the Secured Party] (the “**Secured Party**”), [the Pledgor], and you, as [Securities Intermediary], and (ii) the Pledgor Access Notice, dated as of [_____, 201_], transmitted by us to you (the “**Pledgor Access Notice**”). Unless otherwise provided herein, capitalized terms used in this notice have the meanings assigned to them in the Control Agreement or the ISDA Master Agreement (as defined in the Control Agreement), as applicable.

You have transferred Estimated Excess IA in the amount of [\$X] to us. We have determined the amount of remaining Excess IA and Required IA and specify such amounts below. In accordance with the Control Agreement, we instruct you to transfer Collateral in the Account with a value equal to the Excess IA specified below pursuant to the transfer instructions indicated below. Collateral in the Account with a value equal to the Required IA specified below may be transferred to the Secured Party.

1. Excess IA: _____
2. Required IA: _____
3. Transfer Instructions for Excess IA: [*Specify Delivery Instructions*]

[You are hereby instructed to forward this notice to the Secured Party promptly in accordance with the Control Agreement.]¹⁹

¹⁹ To be included only if the parties have incorporated a requirement in the Control Agreement for the Securities Intermediary to forward this Pledgor Access Notice to the Secured Party. Please note that this requirement may not be appropriate where the parties are utilizing an automated notification system. Parties should not include a forwarding address unless they are certain that it will be correct at the time of notice and be consistent with the notice information that the custodian has on file.

Very truly yours,

[the Pledgor]

By: _____
Authorized Signatory

cc: [the Secured Party]