

Bold, Underlined text indicates additions.

RULE 35

CMS REPORTING

Section 1. For purposes of this Rule 35:

“CMS” means collateral management services provided by DEGCL.

“CMS Delivery Information” means, with respect to CMS Securities and any Delivery or Pledge thereof from, or Delivery or Release thereof to, a CMS Sub-Account, a copy of any Delivery, Pledge, or Release message sent to the CMS Participant by DTC, including the following information: (x) the CUSIP, ISIN, or other identification number of such CMS Securities, and (y) the number of shares or other units or principal amount of such CMS Securities.

“CMS Participant” means a Participant for which the Corporation maintains at least one CMS Sub-Account.

“CMS Report” means, with respect to a CMS Participant and its CMS Sub-Account, the following information identifying the CMS Securities that are, at the time of such report, credited to such CMS Sub-Account: (i) the CUSIP, ISIN, or other identification number of the CMS Securities, and (ii) the number of shares or other units or principal amount of the CMS Securities.

“CMS Representative” means the Person that a CMS Participant has authorized to receive CMS Delivery Information and CMS Reports with respect to any CMS Sub-Account of such CMS Participant.

“CMS Securities” means Eligible Securities that are credited to a CMS Sub-Account of a CMS Participant.

“CMS Sub-Account” means a sub-Account of a CMS Participant as to which CMS Reports and CMS Delivery Information will be provided to the CMS Representative of such CMS Participant.

“DEGCL” means DTCC-Euroclear Global Collateral Ltd., a company organized in the United Kingdom that is a joint venture between DTCC and Euroclear SA/NV.

“DTCC” means The Depository Trust & Clearing Corporation, a company organized in New York that is the corporate parent of the Corporation and a party to the DEGCL joint venture.

Section 2. Establishment of a CMS Sub-Account for a CMS Participant; Authorization of the CMS Representative.

(a) A Participant may, in the manner specified by the Corporation, request that the Corporation establish and maintain a CMS Sub-Account for such Participant. The request to establish such CMS Sub-Account shall constitute: (i) such Participant's authorization of the CMS Representative to receive CMS Reports and CMS Delivery Information with respect to such CMS Sub-Account and CMS Securities credited thereto; (ii) the representation and warranty of the Participant that it is duly authorized to instruct the Corporation to provide the CMS Reports and CMS Delivery Information about such CMS Sub-Account to the CMS Representative; and (iii) the representation and warranty of the Participant that it will conduct business in such CMS Sub-Account as provided in this Rule 35 and otherwise pursuant to the Rules and Procedures of the Corporation, and in compliance with applicable law. A CMS Participant may have one or more CMS Sub-Accounts.

(b) Each CMS Participant (i) shall be liable as principal for the actions of its CMS Representative with respect to all matters provided herein or otherwise, and (ii) shall indemnify the Corporation, and any nominee of the Corporation, against all loss, liability and expense as a result of a claim arising from: (a) any act or omission of its CMS Representative in contravention of this Rule 35, and (b) the provision of the CMS Report and CMS Delivery Information to the CMS Representative or the receipt and use thereof by the CMS Representative or any officer, employee, agent thereof or service provider thereto, except to the extent such loss, liability, or expense is caused directly by the Corporation's gross negligence or willful misconduct.

(c) Each CMS Participant's CMS Representative shall be DEGCL.

Section 3. CMS Securities; Deliveries and Pledges.

(a) A CMS Participant may, from time to time, instruct the Corporation to make a Free Delivery of Eligible Securities from its Account to its CMS Sub-Account, whereupon such Securities shall be CMS Securities when credited to such CMS Sub-Account. Eligible Securities Delivered or Released to a CMS Sub-Account from an Account of another Participant or from a Pledge Account, respectively, shall also be CMS Securities when credited to such CMS Sub-Account.

(b) A CMS Participant may, from time to time, instruct the Corporation to make a Delivery or Pledge of CMS Securities from its CMS Sub-Account in accordance with the Rules and Procedures of the Corporation applicable to any such Delivery or Pledge.

Section 4. CMS Report. The Corporation shall, for purposes of CMS, provide a CMS Report to the CMS Representative once each Business Day, at such time as the Corporation may determine, with respect to a CMS Sub-Account. The Corporation shall provide such CMS Report to the CMS Representative through such dedicated communications channels, satisfactory to the Corporation in its sole discretion, as the Corporation shall afford such CMS Representative for this purpose.

Section 5. CMS Delivery Information. The Corporation shall, for purposes of CMS, provide CMS Delivery Information to the CMS Representative, in real-time, with respect to (i) each Delivery or Pledge from, and (ii) Delivery or Release to, any CMS Sub-Account. The Corporation shall provide such CMS Delivery Information to the CMS Representative through such dedicated communications channels, satisfactory to the Corporation in its sole discretion, as the Corporation shall afford such CMS Representative for this purpose.

Section 6. Certain Other Matters. The Corporation shall have no liability:

(a) to any CMS Participant as a result of the Corporation:

(1) providing any CMS Report relating to such CMS Participant to the CMS Representative pursuant to Section 4 of this Rule 35;

(2) providing Delivery Information relating to such CMS Participant to the CMS Representative pursuant to Section 5 of this Rule 35; or

(b) to any CMS Participant or the CMS Representative as a result of (i) any loss or liability suffered or incurred by such CMS Participant arising out of or relating to the matters subject to this Rule 35, unless caused directly by the Corporation's gross negligence, willful misconduct, or violation of Federal securities law for which there is a private right of action; or (ii) any force majeure, market disruption, or technical malfunction that prevents the Corporation from performing its obligations to the parties pursuant to this Rule 35; or

(c) to any third party for any reason, including, without limitation, the CMS Representative.