

**RECOMMENDED MODIFICATION OF EVENTS OF DEFAULT AND TERMINATION EVENTS IN
ISDA® MASTER AGREEMENT FOR INTEREST RATE SWAPS IN DUTCH PROJECT FINANCING**

Section	Event	Modification with respect to hedge party (project company) only
Events of Default		
5(a)(i)	<i>Failure to Pay or Deliver</i>	Extend remedy period up to 20 Local Business Days.
5(a)(ii)	<i>Breach of Agreement; Repudiation of Agreement</i>	Disapply
5(a)(iii)	<i>Credit Support Default</i>	Disapply
5(a)(iv)	<i>Misrepresentation</i>	Disapply
5(a)(v)	<i>Default Under Specified Transaction</i>	Disapply
5(a)(vi)	<i>Cross-Default</i>	Disapply
5(a)(vii)	<i>Bankruptcy</i>	- Disapply; or - align with insolvency event provisions of credit agreement
5(a)(viii)	<i>Merger Without Assumption</i>	Disapply
Termination Events		
5(b)(i)	<i>Illegality</i>	No change
5(b)(ii)	<i>Force Majeure Event</i>	- limit scope to payment failure; and - add remedy period up to 20 Local Business Days
5(b)(iii)	<i>Tax Event</i>	No change
5(b)(iv)	<i>Tax Event Upon Merger</i>	No change
5(b)(v)	<i>Credit Event Upon Merger</i>	Disapply

RECOMMENDED ADDITIONAL TERMINATION EVENTS IN ISDA® MASTER AGREEMENT FOR INTEREST RATE SWAPS IN DUTCH PROJECT FINANCING				
Additional Termination Event	Affected Transactions	Terminating Party	Determining Party	Calculation method
<i>Repayment, prepayment, cancellation in full</i>	All	Hedge provider	Hedge provider	Default method
<i>Acceleration</i>	All	Hedge provider	Hedge provider	Default method
<i>Overhedging</i>	Relevant portion(s) only	Each	Hedge provider	Default method
<i>Consent from the Agent following joint request</i>	- All; or - relevant portion(s)	Each	Each, the Early Termination Amount being the mean of the sum of the Close-out Amounts determined by both parties (Section 6(e)(ii)(2) (<i>Two Affected Parties</i>)).	- Default method; or - Section 6(e)(ii)(3) (<i>Mid-Market Events</i>)
<i>Hedge provider no longer Lender (other than Affected Lender, Non-consenting Lender or Defaulting Lender)</i>	All	Hedge provider	Each, the Early Termination Amount being the mean of the sum of the Close-out Amounts determined by both parties (Section 6(e)(ii)(2) (<i>Two Affected Parties</i>)).	- Default method; or - Section 6(e)(ii)(3) (<i>Mid-Market Events</i>)
<i>Hedge provider having become Affected Lender, Non-consenting Lender, Defaulting Lender</i>	All	Hedge party (project company)	- Each, the Early Termination Amount being the mean of the sum of the Close-out Amounts determined by both parties (Section 6(e)(ii)(2) (<i>Two Affected Parties</i>)); or - Hedge party only	- Default method; or - Section 6(e)(ii)(3) (<i>Mid-Market Events</i>)
<i>Prepayment upon illegality</i>	All	Each	Each, the Early Termination Amount being the mean of the sum of the Close-out Amounts determined by both parties (Section 6(e)(ii)(2) (<i>Two Affected Parties</i>)).	- Default method; or - Section 6(e)(ii)(3) (<i>Mid-Market Events</i>)
<i>Security</i>	All	Hedge provider	Hedge provider	Default method
<i>Paris passu ranking</i>	All	Hedge provider	Hedge provider	Default method