

(ISDA CREDIT SUPPORT ANNEX UNDER ENGLISH LAW)  
(BILATERAL FORM-TRANSFER)

**ISDA**<sup>®</sup>

International Swaps and Derivatives Association, Inc.

**AMENDMENT**<sup>1</sup>

dated as of .....

to the

**CREDIT SUPPORT ANNEX**

to the Schedule to the

**ISDA MASTER AGREEMENT**

dated as of .....

between

..... and .....

(the "Agreement")

The parties have previously entered into a Credit Support Annex (the "Annex"), which forms part of, and is subject to, the ISDA Master Agreement referred to above and is part of its Schedule. The parties have now agreed to amend the Annex by the terms of this Amendment (this "Amendment"). The specific modifications that the parties wish to incorporate in the Annex are set forth in the Attachment to this Amendment (the "Attachment"). The purpose of this Amendment is to amend the Annex on the terms set forth in the Attachment.

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<sup>1</sup> PARTIES SHOULD CONSULT WITH THEIR LEGAL ADVISERS AND ANY OTHER ADVISERS THEY DEEM APPROPRIATE PRIOR TO USING THIS FORM OF AMENDMENT. BECAUSE OF THE RANGE OF MODIFICATIONS THAT PARTIES MAY HAVE MADE TO THE ANNEX, MODIFICATIONS TO THIS FORM OF AMENDMENT MAY BE NECESSARY OR AN ENTIRELY DIFFERENT FORM OF AMENDMENT MAY BE APPROPRIATE IN REGARD TO A PARTICULAR AGREEMENT.

Accordingly, in consideration of the mutual agreements contained in this Amendment, the parties agree as follows:

**1. Amendment of the Agreement**

The Annex is amended in accordance with the amendments set forth in the Attachment.

**2. Representations**

Each party represents to the other party in respect of the Agreement that all representations made by it pursuant to the Agreement are true and accurate as of the date of this Amendment.

**3. Miscellaneous**

(a) ***Entire Agreement; Restatement.***

- (i) This Amendment constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communication and prior writings (except as otherwise provided herein) with respect thereto.
- (ii) Except for any amendment to the Annex made pursuant to this Amendment, all terms and conditions of the Annex will continue in full force and effect in accordance with its provisions on the date of this Amendment. References to the Annex will be to the Annex, as amended by this Amendment.

(b) ***Amendments.*** No amendment, modification or waiver in respect of the matters contemplated by this Amendment will be effective unless made in accordance with the terms of the Annex.

(c) ***Counterparts.*** This Amendment may be executed and delivered in counterparts (including by facsimile transmission), each of which will be deemed an original.

(d) ***Headings.*** The headings used in this Amendment are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Amendment.

(e) ***Governing Law.*** This Amendment will be governed by and construed in accordance with English law.

IN WITNESS WHEREOF the parties have executed this Amendment on the respective dates specified below with effect from the date specified first on the first page of this Amendment.

.....  
(Name of Party)

.....  
(Name of Party)

By: .....  
Name:  
Title:  
Date:

By: .....  
Name:  
Title:  
Date:

**ATTACHMENT**  
**Amendme nt to Annex**

The terms of Paragraph 11 of the Annex shall be amended by inserting the following as a new paragraph (h) as follows:

“(h) Withholding Tax on Interest Amount with respect to Credit Support Balance comprised of cash:

The provisions of Section 2(d) of this Agreement shall not apply with respect to payment of the Interest Amount under this Annex, and any withholding tax on the Interest Amount shall not constitute an Indemnifiable Tax under this Agreement. Paragraph 5(c)(ii) of this Annex is hereby amended by inserting “less any applicable withholding tax” after “the relevant Interest Amount” in line 2 thereof.

The parties hereby acknowledge and agree that, when interpreting any provision or representation in this Agreement (other than this Annex) relating to tax matters, references to “payment under this Agreement” or any other words with a similar purport made in this Agreement (excluding this Annex) shall be deemed to exclude payment of the Interest Amount under this Annex.”