

ISDA®

International Swaps and Derivatives Association, Inc.

AMENDMENT¹

dated as of

to the

ISDA MASTER AGREEMENT

dated as of

between

..... and

(the "Agreement")

The parties have previously entered into the Agreement and have now agreed to amend the Agreement by the terms of this Amendment (this "Amendment").

The International Swaps and Derivatives Association, Inc. ("ISDA") has published the 2005 ISDA Commodity Definitions. The parties have previously entered into transactions that incorporate the [1993 ISDA Commodity Derivatives Definitions] [and the 2000 ISDA Supplement to the 1993 ISDA Commodity Derivatives Definitions] [1997 ISDA Bullion Definitions] by reference in the parties' Schedule to the Agreement. The specific modifications that the parties wish to incorporate in the Agreement are set forth in Attachment 1 to this Amendment. The purpose of this Amendment is to amend the Agreement on the terms set forth in the Attachment.

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

1. Amendment of the Agreement

The Agreement is amended in accordance with the amendment set forth in Attachment 1.

2. Representations

¹ 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 MASTER AGREEMENT, 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.

Each party represents to the other party in respect of the Agreement, as amended pursuant to this Amendment, 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 Agreement made pursuant to this Amendment, all terms and conditions of the Agreement will continue in full force and effect in accordance with its provisions on the date of and immediately prior to this Amendment. References to the Agreement will be to the Agreement, 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 Agreement.

(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][the laws of the State of New York (without reference to choice of law doctrine)].²

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:

² Delete as applicable.

ATTACHMENT 1

SCHEDULE

Any reference in the Schedule to the Agreement to the incorporation of the 1993 ISDA Commodity Derivatives Definitions and, if applicable, the 2000 ISDA Supplement to the 1993 ISDA Commodity Derivatives Definitions, shall be deemed instead to be a reference to the incorporation of the 2005 ISDA Commodity Definitions (as published by the International Swaps and Derivatives Association, Inc.).³

Any reference in the Schedule to the Agreement to the incorporation of the 1997 ISDA Bullion Definitions shall be deemed instead to be a reference to the incorporation of the 2005 ISDA Commodity Definitions (as published by the International Swaps and Derivatives Association, Inc.).⁴

³ Parties should consider whether their existing Schedule[s] modify[ies][y] the Market Disruption Events and/or Disruption Fallbacks in the Commodity Derivatives Definitions. If such modifications are set forth in the parties' Schedule[s], parties should consider specifically stating in this Amendment whether and to what extent the incorporation of the 2005 ISDA Commodity Definitions and the approach to Market Disruption Events and/or Disruption Fallbacks therein overrides any prior elections and/or modifications of Market Disruption Events and/or Disruption Fallbacks.

⁴ Parties should consider the same issue as set forth in footnote 3 with respect to the 1997 ISDA Bullion Definitions.