

THIS DRAFT LETTER CONTAINS SUGGESTED WORDING FOR USE BY PARTIES WHO HAVE ALREADY ENTERED INTO AN EFET CREDIT SUPPORT ANNEX TO THE GENERAL AGREEMENT (FINAL VERSION 5 APRIL 2002) WITHOUT AMENDMENT AND WHO NOW WISH TO ADOPT THE CHANGES INCORPORATED IN THE NEW VERSION 2 OF THE CREDIT SUPPORT ANNEX TO THE GENERAL AGREEMENT (DATED MAY 2010). THIS DRAFT LETTER WAS PREPARED BY EFET'S MEMBERS EXERCISING ALL REASONABLE CARE AND DUE DILIGENCE. HOWEVER, EFET, THE EFET MEMBERS, REPRESENTATIVES AND COUNSEL INVOLVED IN ITS PREPARATION AND APPROVAL SHALL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR ITS USE AND ANY DAMAGES OR LOSSES RESULTING FROM ITS USE IN ANY PARTICULAR CASE OR JURISDICTION.

[LETTERHEAD OF SIGNATORY]

[Insert counterparty contact details]

[Insert Date]

Dear [insert name]

Amendments to each of § 11 (*Termination of the Agreement*) and the definition of “Value” in Appendix 1 of the EFET Credit Support Annex to the General Agreement (Final Version 5 April 2002)

This Letter modifies, supplements, amends, restates, forms part of and is subject to the terms of that previously executed EFET Credit Support Annex to the General Agreement (the “**Credit Support Annex**”) dated as of [] between [] (“**Party A**”) and [] (“**Party B**”) (collectively, the “**Parties**”).

Capitalised terms used but not defined in this Letter shall have the same meanings as ascribed to them in the Credit Support Annex (except as amended herein) and all references to a Section (§) in this Letter shall be references to a Section in the Credit Support Annex.

The Parties hereby acknowledge and agree that, the provisions of the Credit Support Annex are hereby modified, supplemented and amended, effective as of the date of this Letter, as follows:

- (A) **§ 11 (*Termination of the Agreement*)**. § 11 (*Termination of the Agreement*) of the Credit Support Annex is hereby amended by: (i) the addition of the word “Early” before the word “Termination” in line 3; and (ii) the addition of the following, after the words “Termination Date;” in line 3:

“*provided*, however that any Eligible Credit Support in the form of a Letter of Credit as of the Early Termination Date shall not be considered by the Valuation Agent in making such determination. Notwithstanding the preceding sentence, to the extent that the Transferee draws under any such Letter of Credit, the obligations of the Transferor shall be discharged in an amount equal to such drawings.”

- (B) **Appendix 1 (*Defined Terms*)**. Appendix 1 (*Defined Terms*) of the Credit Support Annex, the definition of “Value” is hereby amended by: (i) the deletion of the full stop after the words “Letter of Credit” at the end of that definition; and (ii) the addition of the words “, less any drawn portion.” after the words “Letter of Credit” at the end of that definition.

This Letter shall be duly executed by the authorised representatives of each Party and, when countersigned by you, constitutes a legally binding agreement between us. In order to record your agreement with and to be bound by the terms of this Letter, please sign and return the enclosed copy of this Letter.

Yours sincerely

[Signatory's Name]
For and on behalf of
[COMPANY'S NAME]

We agree with and consent to amendment of the General Agreement in accordance with the terms contained in his Letter.

[
For and on behalf of
[COUNTERPARTY'S NAME]

Dated: []