

FORM OF ACCEPTANCE FOR COUNTER-GUARANTEE

**To: The European Investment Fund**

37B avenue J.F. Kennedy

L-2968 Luxembourg

Attention: Legal Department – LS Debt Assistants

Email: eif-ls-debt-team-secretariat@eif.org

**From:** Name of Intermediary: \_\_\_\_\_ (the “**Intermediary**”)

Date: \_\_\_\_\_

Dear Madam, Sir,

**Re: COSME Counter-Guarantee Agreement dated \_\_\_\_\_  
(the “Agreement”) – Acceptance of proposal to amendment of certain terms**

Save as otherwise provided in this letter of acceptance (the “**Acceptance**”), terms defined in the Agreement shall have the same meanings when used herein.

We herewith notify you that we accept your offer published on your website on 13 May 2020 to amend **Clause 2.1 (Definitions)**, **Clause 3 (Counter-Guarantee)**, **Clause 4.2 (Final Recipient Transaction Eligibility Criteria)**, **Clause 8.1 (Form)** and **Clause 10 (Right of Clawback)** of the Agreement in the form of amendment published on your website (the “**Amended Terms**”).

We accept your offer that the amendment to the Amended Terms will take effect:

- with respect to the extension of the Availability Period (as defined in the Agreement), as of the first day of the Reporting Period (as defined in the Agreement) immediately following receipt of the Acceptance by EIF; provided that, any such amendment of the Availability Period shall only be effective if the Availability Period in respect of the Agreement is continuing on the date that such Acceptance is received by EIF; and
- with respect to the other amendments, as of 1 January 2020.

This Acceptance and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

\_\_\_\_\_

Name:

Title:

for and on behalf of the Intermediary