

05 April 01

**Restructuring Supplement
To the
1999 ISDA Credit Derivatives Definitions**

Any or all of the following definitions and provisions may be incorporated into a document by wording in the document indicating that, or the extent to which, the document is subject to the 1999 ISDA Credit Derivatives Definitions (as published by the International Swaps and Derivatives Association, Inc. ("ISDA")), as supplemented by the Restructuring Supplement (the "Definitions"). All definitions and provisions so incorporated in a document will be applicable to that document unless otherwise provided in that document, and all terms defined in these Definitions and used in any definition or provision that is incorporated by reference in a document will have the respective meanings set forth in these Definitions unless otherwise provided in that document. Any term used in a document will, when combined with the name of a party, have meaning in respect of the named party only. This Supplement is dated April --, 2001.

I. The Definitions are hereby supplemented by adding the following Section 2.29.

Section 2.29. Restructuring Maturity Limitation. If Physical Settlement is specified in the related Confirmation, Restructuring is the only Credit Event specified in a Credit Event Notice for which Buyer is the Notifying Party, and "Restructuring Maturity Limitation Applicable" is specified in the related Confirmation, then a Deliverable Obligation may be included in the Portfolio only if it is a Fully Transferable Obligation with a final maturity date not later than the Restructuring Maturity Limitation Date.

"Restructuring Maturity Limitation Date" means the date that is the earlier of (x) 30 months following the Restructuring Date and (y) the latest final maturity date of any Restructured Bond or Loan, provided, however, that under no circumstances shall the Restructuring Maturity Limitation Date be earlier than the Scheduled Termination Date or later than 30 months following the Scheduled Termination Date.

"Restructuring Date" means, with respect to a Restructured Bond or Loan, the date on which a Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring.

"Restructured Bond or Loan" means an Obligation which is a Bond or Loan and in respect of which a Restructuring has occurred.

"Eligible Transferee" means [definition of wholesale credit derivatives market participant to follow].

"Fully Transferable Obligation" means a Deliverable Obligation that is either Transferable or capable of being assigned or novated to Eligible Transferees without the consent of any party being required. For purposes of determining whether a Deliverable Obligation is Transferable or is capable of being assigned or novated to Eligible

Transferees, such determination shall be made as of the Physical Settlement Date for the portion of the Portfolio to be delivered on such Physical Settlement Date, taking into account the terms of the Deliverable Obligation and any related transfer or consent documents which have been obtained by the Buyer.

Any requirement that notification of transfer of a Deliverable Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Deliverable Obligation shall not be considered to be a requirement for consent for purposes of this Section 2.29.

II. The Definitions are hereby supplemented by adding the following Section 4.10.

Section 4.10. Limitation on Obligations in Connection With Section 4.7.

Notwithstanding anything to the contrary in Section 4.7,

- (a) the occurrence of, agreement to, or announcement of, any of the events described in Section 4.7(a)(i) to (v) shall not be a Restructuring where the Obligation in respect of any such events is not a Multiple Holder Obligation.
- (b) “Multiple Holder Obligation” means an Obligation that (i) at the time the Credit Event Notice is delivered, is held by more than three unaffiliated holders and (ii) with respect to which a percentage of holders (determined pursuant to the terms of the Obligation) at least equal to sixty-six-and-two-thirds is required to consent to the event which would otherwise constitute a Restructuring Credit Event.

III. The Definitions are supplemented by adding the following Section 2.30.

Section 2.30. Pari Passu Ranking; Section 4.7(a)(iv).

- (a) For purposes of determining whether an obligation satisfies the “Pari Passu Ranking” Obligation Characteristic or Deliverable Obligation Characteristic, the Reference Obligation(s) shall be deemed to have that ranking in priority of payment which such Reference Obligation(s) had as of the later of (i) the Trade Date specified in the related Confirmation and (ii) the date on which such obligation was issued or incurred and shall not reflect any change to such ranking after such date.
- (b) For purposes of Sections 4.7(a)(iv), “a change in the ranking in priority of payment of any Obligation, causing the subordination of such Obligation” means only the following: an amendment to the terms of such Obligation or other contractual arrangement pursuant to which the requisite percentage of holders of such Obligations (“Subordinated Holders”) agree that, upon the liquidation, dissolution, reorganization or winding up of the Reference Entity, holders of any other Obligations (“Senior Holders”) are entitled to receive assets of the Reference Entity distributable to the Subordinated Holders to the extent that the Reference Entity’s assets otherwise fail to satisfy the claims represented by Senior Holders until the claims of the Senior Holders against the Reference Entity are paid in full. For the avoidance of doubt, the provision of collateral, credit support or credit enhancement with respect to any obligation will not, of itself, constitute a change in the ranking in priority of payment of any Obligation causing the subordination of such Obligation.

IV. The Definitions are supplemented by adding the following Section 3.11.

Section 3.11. Credit Event Notice Upon Restructuring. Notwithstanding anything to the contrary in the Credit Derivatives Definitions, in the event that the relevant Credit Event is Restructuring, a Notifying Party may deliver a Credit Event Notice with respect to all or a portion of the Floating Rate Payer Calculation Amount of a Credit Derivative Transaction. In the event a Notifying Party delivers a Credit Event Notice with respect to a portion of the Floating Rate Payer Calculation Amount of a Credit Derivative Transaction, the following shall apply:

- (a) the Credit Event Notice must set forth the amount of the Floating Rate Payer Calculation Amount to which such Credit Event Notice applies (the "Exercise Amount"), which must be in the amount of 1,000,000 units of the currency in which the Floating Rate Payer Calculation Amount is denominated or an integral multiple thereof; and
- (b) a Notifying Party may deliver multiple Credit Event Notices with respect to a Credit Derivative Transaction, provided, however, that under no circumstances shall the sum of the Exercise Amounts specified in each Credit Event Notice delivered pursuant to a Credit Derivative Transaction exceed the Floating Rate Payer Calculation Amount of such Credit Derivative Transaction.