2001 ISDA MARGIN PROVISIONS

The 2001 ISDA Margin Provisions (as published by the International Swaps and Derivatives Association, Inc. ("ISDA")) (the "Provisions") set out standard terms for a margin arrangement between two parties to an agreement. Part 1 (Operational Provisions) sets out general rights and obligations of the parties and describes the commercial and economic aspects of the margin arrangement. Parts 2 and 3 of the Provisions set out jurisdiction-specific provisions, allowing the parties to apply one governing law to the whole or part of the arrangement between them. By deciding which governing law to apply, the parties choose the legal characterization of the arrangement. The Provider may either create a security interest in the margin in favor of the Taker under New York law or transfer title to the margin to the Taker under English law.

If parties elect to have Part 2 apply to all or part of their margin arrangement, the arrangement (or that part of the arrangement) will consist of a security interest approach governed by New York law. If the parties elect to have Part 3 apply to all or part of their margin arrangement, the arrangement (or that part of the arrangement) will consist of a title transfer approach governed by English law. Users may, by specific language included in the Supplement, choose to apply a different governing law under the security interest approach or the title transfer approach, but should carefully consider the implications of such choice and consult their legal advisers as to the proper use and effect of these Provisions and the margin arrangement they contemplate under such other governing law. The Provisions were prepared for use with the ISDA Master Agreement. Users should consult their legal advisers if they wish to use the Provisions in conjunction with documentation not produced by ISDA.

Any of the following definitions and provisions may be incorporated into a document (a "Supplement") by wording in the document indicating that the Supplement is subject to the Provisions. Users may find it convenient to prepare the Supplement on the basis of the form of 2001 ISDA Margin Supplement set out in Appendix A. Such a document may, if the parties prefer, be entered into in electronic form.

All definitions and provisions incorporated in a Supplement will be applicable to that Supplement, as modified or amended in that Supplement. A term defined in these Provisions and used in a definition or provision incorporated into a Supplement will have the meaning given to that term in these Provisions, unless otherwise provided in the Supplement. Any term used in a Supplement will, when combined with the name of a party, have that meaning in respect of the named party only.

References in these Provisions to "Sections", "Parts" or "Appendices" are references to Sections of, Parts of or Appendices to these Provisions; and references in these Provisions to "Paragraphs" are references to Paragraphs of the Supplement. Any capitalized term not defined in these Provisions will have the meaning specified in the ISDA Master Agreement.

References in these Provisions to the "Taker" will be to either party when acting as a party demanding Lock-up Margin or a holder of Margin Received, the party demanding Eligible Margin pursuant to Section 1.1(a) or the recipient of a Substitution Notice and all corresponding references to the "Provider" will be to the other party.