

MAY 2003

(ISDA AGREEMENTS SUBJECT TO NEW YORK LAW)

ISDA[®]

International Swaps and Derivatives Association, Inc.

AMENDMENT¹

dated as of

to the

CREDIT SUPPORT ANNEX

to the Schedule to the

ISDA MASTER AGREEMENT

dated as of

between

..... and

(the "Agreement")

The parties have previously entered into a Credit Support Annex (the "Annex"), which forms part of, and is subject to, the ISDA Master Agreement referred to above and is part of its Schedule. The parties have now agreed to amend the Annex by the terms of this Amendment (this "Amendment").

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 ANNEX, 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.

The International Swaps and Derivatives Association, Inc. (“ISDA”) has published the 2002 Master Agreement. The parties have previously entered into an Amendment Agreement to incorporate certain provisions of the 2002 Master Agreement and wish to modify the Annex to reflect the provisions incorporated therein². The specific modifications that the parties wish to incorporate in the Annex are set forth in the Attachment to this Amendment (the “Attachment”). The purpose of this Amendment is to amend the Annex 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 Annex is amended in accordance with the amendments set forth in the Attachment.

2. Representations

Each party represents to the other party in respect of the ISDA Master Agreement, that all representations made by it pursuant to the ISDA Master 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 Annex made pursuant to this Amendment, all terms and conditions of the Annex will continue in full force and effect in accordance with its provisions on the date of this Amendment. References to the Annex will be to the Annex, 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 Annex.

(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.

² This Amendment is drafted on the premise that parties have a 1992 ISDA Master Agreement in place, and have amended it to add Close-out Amount. If parties have entered into a 2002 ISDA Master Agreement, this Amendment should be reviewed and changed accordingly.

(e) **Governing Law.** This Amendment will be governed by and construed in accordance with the laws of the State of New York (without reference to choice of law doctrine).

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:

ATTACHMENT
Amendments to Annex

1. References throughout this Annex to "Swap Transactions" are deleted.
2. The terms of Paragraph 5(i)(B) are amended in their entirety as follows:

"(B) calculating the Exposure for the Transactions in dispute by seeking four actual quotations at mid-market from third parties for purposes of calculating the relevant Close-out Amount, and taking the arithmetic average of those obtained; *provided that* if four quotations are not available for a particular Transaction, then fewer than four quotations may be used for that Transaction, and if no quotations are available for a particular Transaction, then the Valuation Agent's original calculations will be used for the Transaction; and"

3. The definition of "Exposure" in Paragraph 12 of the Annex is hereby amended to read in its entirety as follows:

"Exposure" means for any Valuation Date or other date for which Exposure is calculated and subject to Paragraph 5 in the case of a dispute, the amount, if any, that would be payable to a party that is the Secured Party by the other party (expressed as a positive number) or by a party that is the Secured Party to the other party (expressed as a negative number) pursuant to Section 6(e)(ii)(1) of this Agreement if all Transactions were being terminated as of the relevant Valuation Time, on the basis that (i) that party is not the Affected Party and (ii) United States Dollars is the Termination Currency; *provided that* the Close-out Amount will be determined by the Valuation Agent on behalf of that party using its estimates at mid-market of the amounts that would be paid for transactions providing the economic equivalent of (x) the material terms of the Transactions, including the payments and deliveries by the parties under Section 2(a)(i) in respect of the Transactions that would, but for the occurrence of the relevant Early Termination Date, have been required after that date (assuming satisfaction of the conditions precedent in Section 2(a)(iii)); and (y) the option rights of the parties in respect of the Transactions." ³

³ If parties are using this Amendment with a 2002 Master Agreement rather than a 1992 Master Agreement (amended to include the Close-out Amount definition), they should include a definition of Set-off. The 2002 Master Agreement, unlike the 1992 Master Agreement, does not have a defined term "Set-off". In addition, if using a 2002 Master Agreement parties may wish to amend Paragraph 13(d) to add Force Majeure Event as a Specified Condition that may be specified in relation to Party A and/or in relation to Party B.