

ISDA[®]

International Swaps and Derivatives Association, Inc.

2006 DURA CDS PROTOCOL

published on November 8, 2006

by the International Swaps and Derivatives Association, Inc.

The International Swaps and Derivatives Association, Inc. ("**ISDA**") has published this Dura CDS Protocol (this "**Protocol**"), to enable parties to Covered Transactions to confirm their intentions in respect of certain matters arising in relation to Dura Operating Corp. ("**Dura**").

Accordingly, a party that has entered and/or anticipates entering into a Covered Transaction may adhere to this Protocol and be bound by its terms by completing and delivering a letter substantially in the form of Exhibit 1 to this Protocol (an "**Adherence Letter**") to ISDA, as agent, as described below.

1. Amendments

By adhering to this Protocol in the manner set forth in Section 2 below, a party (an "**Adhering Party**") that has entered and/or anticipates entering into a Covered Transaction agrees, in each case on the terms and subject to the conditions set forth in this Protocol and the relevant Adherence Letter, that certain amendments will be deemed to be made to the Documentation governing each Covered Transaction between it and any other Adhering Party in accordance with the terms of Schedule 1.

2. Adherence and Effectiveness

(a) Adherence to this Protocol will be evidenced by the execution and delivery, in accordance with the first sentence of Section 5(g) below, to ISDA, as agent, of an Adherence Letter on or before November 17, 2006 (the "**Cut-off Date**").

(i) Each Adhering Party will deliver two copies of the Adherence Letter, one a manually signed original and the other a conformed copy containing, in place of each signature, the printed or typewritten name of each signatory.

(ii) Each Adhering Party agrees that, for evidentiary purposes, a conformed copy of an Adherence Letter certified by the General Counsel or an appropriate officer of ISDA will be deemed to be an original.

(b) The agreement to make the amendments contemplated by this Protocol, on the terms and subject to the conditions set forth in this Protocol, will, as between any two Adhering Parties, be effective on receipt by ISDA, as agent, of an Adherence Letter from the later of the Adhering Parties to adhere. Any

such amendments will apply to each Covered Transaction between the Adhering Parties (whether entered into before, on or after the Cut-off Date).

(c) This Protocol is intended for use without negotiation, but without prejudice to any amendment, modification or waiver in respect of a Covered Transaction that the parties may otherwise effect in accordance with the terms of that Covered Transaction and the Governing ISDA Master Agreement.

(i) In adhering to this Protocol, an Adhering Party may not specify additional provisions, conditions or limitations in its Adherence Letter or otherwise.

(ii) Any purported adherence that ISDA, as agent, determines in good faith is not in compliance with this Protocol will be void.

3. Representations

Each Adhering Party represents to each other Adhering Party with which it has or may have a Covered Transaction, on the date on which the later of them adheres to this Protocol in accordance with Section 2 above and, if then outstanding, in respect of each Covered Transaction between them, that:

(a) **Status.** It (i) is, if relevant, duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing or, (ii) if it otherwise represents its status in or pursuant to the Governing ISDA Master Agreement, has such status;

(b) **Powers.** It has the power to execute and deliver the Adherence Letter and to perform its obligations under the Adherence Letter and each Covered Transaction, in each case as amended by the Adherence Letter and this Protocol, and has taken all necessary action to authorize such execution, delivery and performance;

(c) **No Violation or Conflict.** Such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;

(d) **Consents.** All governmental and other consents that are required to have been obtained by it with respect to the Adherence Letter and each Covered Transaction, in each case as amended by the Adherence Letter and this Protocol, have been obtained and are in full force and effect and all conditions of any such consents have been complied with;

(e) **Obligations Binding.** Its obligations under the Adherence Letter and each Covered Transaction, in each case as amended by the Adherence Letter and this Protocol, constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)); and

(f) **Credit Support.** Its adherence to this Protocol and any amendment contemplated by this Protocol will not, in and of itself, adversely affect any obligations owed, whether by it or by any third party, under any Credit Support Document relating to a Covered Transaction.

Each Adhering Party agrees with each other Adhering Party with which it has or may have a Governing ISDA Master Agreement that each of the foregoing representations will be deemed to be a representation

for purposes of Section 5(a)(iv) of each such Governing ISDA Master Agreement (then or in the future) between them.

4. Evidence of Capacity and Authority

Each Adhering Party may deliver to ISDA, as agent, such evidence as it deems appropriate to evidence its capacity to adhere to this Protocol and the authority of anyone signing on its behalf.

5. Miscellaneous

(a) *Entire Agreement; Restatement; Survival.*

(i) This Protocol constitutes the entire agreement and understanding of the Adhering Parties with respect to its subject matter. Each Adhering Party acknowledges that in adhering to this Protocol it has not relied on any oral or written representation, warranty or other assurance (except as provided for or referred to elsewhere in this Protocol or in Schedule 1) and waives all rights and remedies which might otherwise be available to it in respect thereof, except that nothing in this Protocol will limit or exclude any liability of an Adhering Party for fraud.

(ii) Except for any amendment deemed to be made pursuant to this Protocol in respect of a Covered Transaction, all terms and conditions of each Covered Transaction will continue in full force and effect in accordance with its provisions on the effective date of that amendment. As used in the Documentation governing each Covered Transaction, the terms "**Transaction**", "**this Transaction**", "**Confirmation**", "**this Confirmation**" and words of similar import will, unless the context otherwise requires, mean the Covered Transaction and related Confirmation as amended pursuant to this Protocol in accordance with the relevant Adherence Letters. This Protocol will, with respect to its subject matter, survive, and any amendments deemed to be made pursuant to it will form a part of, each Covered Transaction between the Adhering Parties notwithstanding Section 9(a) of the Governing ISDA Master Agreement.

(b) *Amendments.* An amendment, modification or waiver in respect of the matters contemplated by this Protocol will only be effective if made in accordance with the terms of the Governing ISDA Master Agreement and then only with effect between the parties to that Governing ISDA Master Agreement (and will only be effective to amend or override the provisions contained in Section 1 of this Protocol or Schedule 1 to this Protocol if it expressly refers in writing to this Section 5(b) of this Protocol and would otherwise be effective in accordance with Section 9(b) of the Governing ISDA Master Agreement).

(c) *Limited Right to Revoke.* Adherence to this Protocol is irrevocable except that an Adhering Party may, by subsequently delivering to ISDA, as agent, in accordance with the first sentence of Section 5(g) below a notice substantially in the form of Exhibit 2 to this Protocol (a "**Revocation Notice**"), designate a date (an "**Earlier Cut-off Date**") as the last date on which any counterparty may adhere to this Protocol in respect of any Covered Transaction then or in the future between them.

(i) Any designated Earlier Cut-off Date that would otherwise fall on a day that is less than three calendar days following the day on which the Revocation Notice is effectively delivered will be deemed to occur on the day that is three calendar days following the date of effective delivery. Any designated Earlier Cut-off Date that would otherwise fall, after giving effect to the preceding sentence (if applicable), on a day that is not a day on which the New York ISDA office is open will be deemed to occur on the next day the New York ISDA office is open.

- (ii) Upon the effective designation of an Earlier Cut-off Date by an Adhering Party, this Protocol will not amend or otherwise affect any Covered Transaction between that Adhering Party and a party which adheres to this Protocol after the day on which that Earlier Cut-off Date occurs or is deemed to occur. The foregoing is without prejudice to (A) any amendment to any Covered Transaction between two Adhering Parties effected pursuant to this Protocol on or before the day on which that Earlier Cut-off Date occurs or is deemed to occur and (B) any amendment effected pursuant to this Protocol to any Covered Transaction entered into after the day on which that Earlier Cut-off Date occurs or is deemed to occur between two Adhering Parties that each adhered to this Protocol on or before the day on which that Earlier Cut-off Date occurs or is deemed to occur, which in each case will be (or continue to be) effective.
- (iii) Each Revocation Notice must be delivered in duplicate, one a manually signed original and the other a conformed copy containing, in place of each signature, the printed or typewritten name of each signatory.
- (iv) Each Adhering Party agrees that, for evidentiary purposes, a conformed copy of a Revocation Notice certified by the General Counsel or an appropriate officer of ISDA will be deemed to be an original.
- (v) Any purported revocation that ISDA, as agent, determines in good faith is not in compliance with this Section will be void.
- (d) **Limitation on Administrator Liability.** Neither Administrator shall be liable to any Adhering Party for any damages, whether direct, indirect, special or consequential, arising in connection with the performance of its duties under this Protocol, and each Adhering Party agrees to waive any claim that may arise against either Administrator in connection with the performance of the relevant Administrator's duties under this Protocol.
- (e) **Headings.** The headings used in this Protocol and any Adherence Letter or Revocation Notice are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Protocol or any Adherence Letter.
- (f) **Governing Law.** This Protocol and each Adherence Letter will, as between two Adhering Parties and in respect of each Covered Transaction between them, be governed by and construed in accordance with the law specified to govern that Covered Transaction and otherwise in accordance with applicable choice of law doctrine.
- (g) **Notices.** Any Adherence Letter or Revocation Notice must be in writing and delivered as a locked PDF (portable document format) attachment to an email to ISDA at duraprotocol@isda.org and will be deemed effectively delivered on the date it is delivered unless on the date of that delivery the New York ISDA office is closed or that communication is delivered after 5:00 p.m., New York time, in which case that communication will be deemed effectively delivered on the next day the New York ISDA office is open. Each Adhering Party agrees that the determination of the date and time of delivery of any Adherence Letter shall be determined by ISDA in its absolute discretion.

6. Definitions

As used in this Protocol, "**Confirmation**", "**Credit Support Document**" and "**Transaction**" each has the meaning given that term in the related Governing ISDA Master Agreement and "**Credit Derivative Transaction**" has the meaning given to such term in the 2003 ISDA Credit Derivatives Definitions, as published by ISDA (the "**Credit Definitions**") (except that any credit derivative transaction that

incorporates the 1999 ISDA Credit Derivatives Definitions, as published by ISDA, will also be considered a "Credit Derivative Transaction" for purposes of this Protocol). Each capitalized term used in this Protocol or Schedule 1 but not defined herein or therein has the meaning given that term in the related Index Documentation.

References in this Protocol and Schedule 1 to the following terms have the meaning indicated below:

"**Affected CDX Index**" means each of the indices published by CDS IndexCo LLC containing Dura, if any.

"**Affected HYDI Index**" means each of the JPMorgan HYDISM indices containing Dura, if any.

"**Affected TRAC-X Index**" means each of the TRAC-X indices containing Dura, if any.

"**Auction Date**" has the meaning specified in Exhibit 3 hereto.

"**Bespoke Portfolio Transaction**" means any Bespoke Untranching Portfolio Transaction and any Bespoke Tranching Portfolio Transaction.

"**Bespoke Tranching Portfolio Transaction**" means a tranching Credit Derivative Transaction that relates to more than one Reference Entity but which is not a Covered Index Transaction and is not any type of Covered Non-Index Transaction other than a Bespoke Portfolio Transaction.

"**Bespoke Untranching Portfolio Transaction**" means an untranching Credit Derivative Transaction that relates to more than one Reference Entity but which is not a Covered Index Transaction and is not any type of Covered Non-Index Transaction other than a Bespoke Portfolio Transaction.

"**Business Day**" means a day on which commercial banks and foreign exchange markets are generally open to settle payments in New York and London.

"**Constant Maturity Swap Transaction**" means any Portfolio Constant Maturity Swap Transaction and any Single Name Constant Maturity Swap Transaction.

"**Covered CDX Tranching Transaction**" means a tranching Credit Derivative Transaction that relates to an Affected CDX Index and is governed by relevant Index Documentation.

"**Covered CDX Untranching Transaction**" means a Credit Derivative Transaction that is not a Covered CDX Tranching Transaction but relates to an Affected CDX Index and is governed by relevant Index Documentation.

"**Covered HYDI Transaction**" means a Credit Derivative Transaction that relates to an Affected HYDI Index and is governed by relevant Index Documentation.

"**Covered Index Transaction**" means Covered CDX Untranching Transaction, Covered CDX Tranching Transaction, Covered TRAC-X Untranching Transaction, Covered TRAC-X Tranching Transaction or Covered HYDI Transaction, other than any Excluded Index Transaction, for which:

(a) the Effective Date is on or prior to the Filing Date;

(b) the Trade Date is on or prior to the Business Day immediately preceding the Final Price Determination Date;

- (c) the Scheduled Termination Date is on or after the Filing Date;
- (d) each of the parties to such Credit Derivative Transaction is an Adhering Party; and
- (e) the Dura Portion is still outstanding as of the Final Price Determination Date.

"Covered Non-Index Transaction" means any Transaction that is a Covered Senior Non-Index Transaction or a Covered Subordinate Non-Index Transaction.

"Covered Senior Non-Index Transaction" means any Credit Derivative Transaction that (i) is not a Covered Index Transaction or an Excluded Index Transaction, (ii) is not an Excluded Non-Index Transaction for purposes of the Senior Auction, (iii) is a Single Name CDS Transaction, a Constant Maturity Swap Transaction, a Principal Only Transaction, an Interest Only Transaction, a First to Default Transaction, an Nth to Default Transaction, a Recovery Lock Transaction, a Bespoke Portfolio Transaction, a Single Name Swaption or a Portfolio Swaption and (iv) for which:

- (a) Dura is a Reference Entity;
- (b) the Effective Date is on or prior to the Filing Date;
- (c) the Trade Date is on or prior to the Business Day immediately preceding the Final Price Determination Date;
- (d) the Scheduled Termination Date is on or after the Filing Date;
- (e) each of the parties to such Credit Derivative Transaction is an Adhering Party; and
- (f) the Dura Portion is still outstanding as of the Final Price Determination Date.

"Covered Subordinate Non-Index Transaction" means any Credit Derivative Transaction that (i) is not a Covered Index Transaction or an Excluded Index Transaction, (ii) is not an Excluded Non-Index Transaction for purposes of the Subordinate Auction, (iii) is a Single Name CDS Transaction, a Constant Maturity Swap Transaction, a Principal Only Transaction, an Interest Only Transaction, a First to Default Transaction, an Nth to Default Transaction, a Recovery Lock Transaction, a Bespoke Portfolio Transaction, a Single Name Swaption or a Portfolio Swaption and (iv) for which:

- (a) Dura is a Reference Entity;
- (b) the Effective Date is on or prior to the Filing Date;
- (c) the Trade Date is on or prior to the Business Day immediately preceding the Final Price Determination Date;
- (d) the Scheduled Termination Date is on or after the Filing Date;
- (e) each of the parties to such Credit Derivative Transaction is an Adhering Party; and
- (f) the Dura Portion is still outstanding as of the Final Price Determination Date.

"Covered TRAC-X Tranched Transaction" means a tranched Credit Derivative Transaction that relates to an Affected TRAC-X Index and is governed by relevant Index Documentation.

"Covered TRAC-X Untranching Transaction" means a Credit Derivative Transaction that is not a Covered TRAC-X Tranching Transaction but relates to an Affected TRAC-X Index and is governed by relevant Index Documentation.

"Covered Transaction" means a Covered Subordinate Transaction or a Covered Senior Non-Index Transaction.

"Covered Subordinate Transaction" means a Covered Index Transaction or a Covered Subordinate Non-Index Transaction, as applicable.

"Dura Portion" means, in respect of a Covered Transaction, the portion of such Covered Transaction attributable to Dura.

"Documentation" means Index Documentation or Non-Index Documentation, as applicable.

"Excluded Index Transaction" means any Credit Derivative Transaction between any two of Bear Stearns Credit Products Inc., Citigroup Global Markets Limited, Credit Suisse First Boston International, Deutsche Bank AG, Goldman Sachs International, Lehman Brothers Special Financing Inc., JPMorgan Chase Bank, Merrill Lynch International, Morgan Stanley Capital Services Inc., UBS AG London Branch and UBS Limited in respect of any of the Dow Jones CDX.NA.HY Trust Certificates.

"Excluded Non-Index Transaction" means (a) any Bespoke Portfolio Transaction that relates to a portfolio of Reference Entities that is also substantially identical to the relevant portfolio for any series of credit-linked notes, trust certificates or other similar securities and for which the Adhering Parties intend settlement of any Credit Event to be consistent with the settlement terms applicable to the portfolio linked to such securities and (b) (i) in respect of the Subordinate Auction, any Credit Derivative Transaction for which the relevant Documentation provides that either the Senior Obligation or any of the Subordinate Obligations would not be considered a Deliverable Obligation and (ii) in respect of the Senior Auction, any Credit Derivative Transaction for which the relevant Documentation provides that either (A) the Senior Obligation would not be considered a Deliverable Obligation or (B) any of the Subordinate Obligations would be considered a Deliverable Obligation. Excluded Non-Index Transactions shall include but not be limited to Reference Obligation Only Transactions, Loan Only Transactions, Preferred CDS Transactions and Fixed Recovery Transactions

"Filing Date" means October 30, 2006.

"Final Price Determination Date" has the meaning specified in Exhibit 3 hereto.

"First to Default Transaction" means a Credit Derivative Transaction linked to more than one Reference Entity pursuant to which Cash Settlement Amounts or Physical Settlement Amounts will only be paid to Buyer after the Conditions to Settlement have been satisfied for the first time in respect of any of the relevant Reference Entities.

"Fixed Recovery Transaction" means a Credit Derivative Transaction in respect of which the Final Price is pre-determined and specified in the relevant Documentation.

"Governing ISDA Master Agreement" means, in respect of a Covered Transaction, the ISDA Master Agreement governing such Covered Transaction, whether executed by the parties thereto or incorporated by reference in the Confirmation relating to such Covered Transaction.

"Index Documentation" means the Governing ISDA Master Agreement and (i) in the case of a Covered CDX Untranchured Transaction, a confirmation or master confirmation based on the form published by CDS IndexCo LLC in October 2003 or September 2004, with such modifications to which the parties thereto have agreed, (ii) in the case of a Covered CDX Tranchured Transaction, a confirmation and/or master confirmation (including a confirmation or master confirmation incorporating the standard terms) based on the form published by CDS IndexCo LLC in July 2004, March 2005, June 2005 or March 2006, with such modifications to which the parties thereto have agreed, (iii) in the case of a Covered TRAC-X Untranchured Transaction, a confirmation or master confirmation based on a form attached to the Protocol as Annex 1 or Annex 2, with such modifications to which the parties thereto have agreed, (iv) in the case of a Covered TRAC-X Tranchured Transaction, a confirmation or master confirmation based on the form attached to the Protocol as Annex 3, with such modifications to which the parties thereto have agreed or (v) in the case of a Covered HYDI Transaction, a confirmation or master confirmation based on the form attached to the Protocol as Annex 4, with such modifications to which the parties thereto have agreed.

"Interest Only Transaction" means a Credit Derivative Transaction linked to more than one Reference Entity under which the Seller pays to the Buyer either (a) an upfront amount or (b) a floating interest rate, neither party pays Cash Settlement Amounts during the term of the Transaction and the Buyer pays Fixed Amounts to the Seller during the term of the Transaction (which amounts are reduced due to Credit Events).

"Loan Only Transaction" means a Credit Derivative Transaction in respect of which "Loan" is specified as the only Deliverable Obligation Category.

"Non-Index Documentation" means the Governing ISDA Master Agreement and a confirmation or master confirmation, as applicable, relating to a Covered Non-Index Transaction.

"Nth to Default Transaction" means a Credit Derivative Transaction linked to more than one Reference Entity pursuant to which Cash Settlement Amounts or Physical Settlement Amounts will only be paid to Buyer after the occurrence of Credit Events in respect of a specified number of Reference Entities.

"Portfolio Constant Maturity Swap Transaction" means a Credit Derivative Transaction linked to a portfolio of Reference Entities in respect of which the Fixed Rate is reset at the end of each Fixed Rate Payer Calculation Period to the then-current market rate for the relevant Credit Derivative Transaction.

"Portfolio Swaption" means any unexercised option to enter into a Covered Transaction (other than another Portfolio Swaption) referencing more than one Reference Entity.

"Preferred CDS Transaction" means a Credit Derivative Transaction which contains specific provisions governing preferred securities and similar hybrid securities as Reference Obligations or Deliverable Obligations.

"Principal Only Transaction" means a Credit Derivative Transaction linked to more than one Reference Entity under which the Seller pays an upfront amount to the Buyer, neither party pays any Fixed Amounts or Cash Settlement Amounts during the term of the Transaction and, upon termination of the Transaction, the Buyer pays to Seller the notional amount of the transaction, minus aggregate Cash Settlement Amounts.

"Recovery Lock Transaction" means a Credit Derivative Transaction in respect of which the Reference Price is specified in the relevant Documentation as a price less than 100 per cent and for which either Buyer or Seller can deliver a Notice of Physical Settlement.

"**Reference Obligation Only Transaction**" means a Credit Derivative Transaction in respect of which "Reference Obligation Only" is specified as the Deliverable Obligation Category.

"**Senior Obligation**" means the following obligation of Dura:

<u>Issuer</u>	<u>Coupon</u>	<u>Maturity</u>	<u>CUSIP</u>	<u>ISIN</u>
Dura Operating Corp.	8 5/8%	2012	26632QAK9	US26632QAK94

"**Single Name CDS Transaction**" means a Credit Derivative Transaction linked to not more than one Reference Entity that is not a Single Name Constant Maturity Swap Transaction.

"**Single Name Constant Maturity Swap Transaction**" means a Credit Derivative Transaction linked to not more than one Reference Entity for which the Fixed Rate is reset at the end of each Fixed Rate Payer Calculation Period to the then-current market rate for the relevant Credit Derivative Transaction.

"**Single Name Swaption**" means any unexercised option to enter into a Covered Transaction (other than another Single Name Swaption) referencing not more than one Reference Entity.

"**Subordinate Obligation**" means any of the following obligations of Dura:

<u>Issuer</u>	<u>Coupon</u>	<u>Maturity</u>	<u>CUSIP</u>	<u>ISIN</u>
Dura Operating Corp.	9%	2009	26632QAH6	US26632QAH65
Dura Operating Corp.	9%	2009	26623QAD5	XS0101338829

Form of Adherence Letter

[Letterhead of Adhering Party]

[Date]

International Swaps and Derivatives Association, Inc.
Send to: duraprotocol@isda.org

Dear Sirs,

Dura CDS Protocol - Adherence

The purpose of this letter is to confirm our adherence to the Dura CDS Protocol, as published by the International Swaps and Derivatives Association, Inc. on November 8, 2006 (the "**Protocol**"). This letter constitutes an "Adherence Letter" as referred to in the Protocol.

The definitions and provisions contained in the Protocol are incorporated into this Adherence Letter, which will supplement and form part of each Covered Transaction (now or in the future) between us and each other Adhering Party.

1. Specified Terms

The amendments in Section 1 and Schedule 1 of this Protocol shall apply to Covered Transactions to which we are a party.

2. Appointment as Agent and Release

We hereby appoint ISDA as our agent for the limited purposes of the Protocol and accordingly we waive, and hereby release ISDA from, any rights, claims, actions or causes of action whatsoever (whether in contract, tort or otherwise) arising out of, or in any way relating to, this Adherence Letter or our adherence to the Protocol or any actions contemplated as being required by ISDA.

3. DTCC Account Number

For purposes of electronic matching and counterparty recognition, our DTCC Account Number is as follows, but you understand and agree that our failure to provide any such details pursuant to this letter will not affect the legal validity and binding nature of the Protocol with respect to us:

DTCC Account Number:

4. Contact Details

Our contact details for purposes of this Adherence Letter are:

Name:

Address:

Telephone:

Fax:
E-mail:

We consent to the publication of the conformed copy of this letter by ISDA and to the disclosure by ISDA of the contents of this letter.

Yours faithfully,

[ADHERING PARTY]¹

By:

Name:
Title:
Signature:

¹ Specify legal name of Adhering Party. If you are an investment or asset manager and act on behalf of multiple funds, you must indicate in the signature block, "Investment/Asset Manager, acting on behalf of the funds and accounts listed in the relevant Master Agreement between it and another Adhering Party". A separate Adherence Letter for each fund does *not* need to be submitted to ISDA. Further, no specific names of clients of the investment or asset manager will be publicly disclosed on the ISDA website in connection with the Protocol. However, in order for each Participating Bidder to calculate its Market Position, each such investment or asset manager is required to provide a list of all funds and accounts that it acts on behalf of to each Participating Bidder that has (or whose affiliate has) entered into an ISDA Master Agreement with any of those funds. As provided in Section (1) of Exhibit 3 of the Protocol, on the Business Day prior to the Auction Date, the Administrators will publish a list of the Participating Bidders.

Form of Revocation Notice

[Letterhead of Adhering Party]

[Date]

International Swaps and Derivatives Association, Inc.
Send to: duraprotocol@isda.org

Dear Sirs,

2006 Dura CDS Protocol - Earlier Cut-off Date

The purpose of this letter is to notify you that we wish to designate as the last date on which any counterparty may adhere to the 2006 Dura CDS Protocol, as published by the International Swaps and Derivatives Association, Inc. on November 8, 2006 (the "**Protocol**"), in respect of any Covered Transaction (now or in the future) between us the following date (the "**Earlier Cut-off Date**"):

EARLIER CUT-OFF DATE: []

This letter constitutes a Revocation Notice as referred to in the Protocol.

We consent to the publication of the conformed copy of this notice by ISDA on or after the Earlier Cut-off Date and to the disclosure by ISDA of the contents of this letter.

Yours faithfully,

[ADHERING PARTY]²

By:

Name:
Title:
Signature:

² Specify legal name of Adhering Party. If you are an investment or asset manager and act on behalf of multiple funds, you must indicate in the signature block, "Investment/Asset Manager, acting on behalf of the funds and accounts listed in the relevant Master Agreement between it and another Adhering Party". A separate Adherence Letter for each fund does *not* need to be submitted to ISDA. Further, no specific names of clients of the investment or asset manager will be publicly disclosed on the ISDA website in connection with the Protocol. However, in order for each Participating Bidder to calculate its Market Position, each such investment or asset manager is required to provide a list of all funds and accounts that it acts on behalf of to each Participating Bidder that has (or whose affiliate has) entered into an ISDA Master Agreement with any of those funds. As provided in Section (1) of Exhibit 3 of the Protocol, on the Business Day prior to the Auction Date, the Administrators will publish a list of the Participating Bidders.

Auction Methodology

For the purposes of the Protocol of which this Exhibit forms a part, the following auction procedures (including the identification of Participating Bidders and any vote regarding the occurrence of a Materiality Event) will be conducted twice – once in respect of all Covered Subordinate Transactions (such auction, the "**Subordinate Auction**") and once in respect of all Covered Senior Non-Index Transactions (such auction, the "**Senior Auction**," and together with the Subordinate Auction, each an "**Auction**") – and a separate Final Price will be determined for each type of the two types of Covered Transactions. For the avoidance of doubt, all Bids and Offers, as well as the Final Price, will be expressed as a percentage of the outstanding principal balance (rather than the face amount) of the relevant Deliverable Obligations.

- (1) On the Business Day prior to the Auction Date, the Administrators will publish a list of the Participating Bidders.
- (2) During the Initial Bidding Period, each Participating Bidder will be expected to submit to the Administrators a Valid Inside Market Submission and a Dealer Physical Settlement Request and may submit as many Customer Physical Settlement Requests as it receives from its customers. Each Dealer Physical Settlement Request must be, to the best of such Participating Bidder's knowledge and belief, in the same direction as, and not in excess of, its Market Position. Each Customer Physical Settlement Request must be, to the best of the relevant customer's knowledge and belief, in the same direction as, and not in excess of, its Market Position. Each Participating Bidder must accept Customer Physical Settlement Requests from any customer with whom it has a trading relationship, provided such Customer Physical Settlement Request is no larger than, and is in the same direction as, such customer's Dealer-Specific Market Position with respect to that Participating Bidder (or its affiliates). A Participating Bidder may, but is not required to, accept a Customer Physical Settlement Request larger than the relevant customer's Dealer-Specific Market Position in respect of such Participating Bidder (or its affiliates).
- (3) If the Administrators receive at least 8 Valid Inside Market Submissions, the Administrators will determine the "**Inside Market Midpoint**" as follows:
 - (a) The Administrators will sort the Physical Settlement Buy Requests and Physical Settlement Sell Requests separately, with the Inside Market Bids sorted in descending order and the Inside Market Offers sorted in ascending order. Each Inside Market Bid will then be matched with the corresponding Inside Market Offer (the highest Inside Market Bid being matched with the lowest Inside Market Offer, the second highest Inside Market Bid with the second lowest Inside Market Offer, etc.) (each such Inside Market Bid/Inside Market Offer pair constituting a "**Matched Market**"). For purposes of sorting the Inside Market Bids and Inside Market Offers, where two Inside Market Bids are equal, the one submitted first to the Administrators will be considered to be the higher of the two, and where two Inside Market Offers are equal, the one submitted first to the Administrators will be considered to be the lower of the two.
 - (b) The Administrators will then calculate the mean of the Inside Market Bids and Inside Market Offers included in the Best Half of the Matched Markets that are Non-Tradeable Markets. To identify the Best Half, the Administrators will sort all Non-Tradeable

Markets in order of the spread between the Inside Market Bid and Inside Market Offer within each Matched Market, from smallest spread to largest. The Best Half of the Matched Markets are those in the first half of such list. (In the event that the number of Non-Tradeable Markets is an odd number, the Administrators will round up the number of Matched Markets to include in the Best Half.) The Administrators will then calculate the Inside Market Midpoint by finding the mean of all the Inside Market Bids and Inside Market Offers included in the Matched Markets that fall within the Best Half (with the results rounded to the nearest one eighth of one percent).

- (c) If the process described in Sections (2) and (3)(a) and (b) above does not result in a single Inside Market Midpoint for any reason with respect to a particular Auction, the process described in Sections (2) and (3)(a) and (b) above will be repeated (i) with respect to the Subordinate Auction, if applicable, at noon and 2:00 p.m. New York time on the Auction Date and on the following Business Day and (ii) with respect to the Senior Auction, if applicable, at 1:00 p.m. and 3:00 p.m. New York time on the Auction Date and on the following Business Day, until an Inside Market Midpoint for the relevant Auction is determined.
- (d) The steps described in (a) and (b) above are illustrated in the following example (which is not intended to reflect indicative prices for the Deliverable Obligations):

Step 1 – Sort Bids from highest to lowest and Offers from lowest to highest.

Contributed	
IM Bids	IM Offers
39.500%	41.000%
40.000%	42.000%
41.000%	43.000%
45.000%	47.000%
32.000%	34.000%
38.750%	40.000%
38.000%	39.500%
41.000%	42.750%

} Best Half

Sorted	
IM Bids	IM Offers
45.000%	34.000%
41.000%	39.500%
41.000%	40.000%
40.000%	41.000%
39.500%	42.000%
38.750%	42.750%
38.000%	43.000%
32.000%	47.000%

} Tradeable Markets
 } Matched Markets

Step 2 – Ignore all Tradeable Markets.

Step 3 – The Inside Market Midpoint is the mean of the Best Half of the remaining Matched Markets. If there is an odd number of Matched Markets, round up.

Best Half	
IM Bids	IM Offers
40.000%	41.000%
39.500%	42.000%
38.750%	42.750%

Inside Market Midpoint = Average (40, 41, 39.5, 42, 38.75, 42.75) = 40.667%, rounded to 40.625%

- (4) Any Participating Bidder whose Inside Market Bid or Inside Market Offer forms part of a Tradeable Market will make a payment to ISDA (the "**Adjustment Amount**") on the third Business Day after the Final Price Determination Date, such payment to be calculated by the Administrators as follows:
 - (a) The Administrators will re-sort all Inside Market Offers included in Tradeable Markets, placing them in order from highest to lowest, while the Inside Market Bids remain in order from highest to lowest as well. Each Inside Market Bid will then be matched with the corresponding Inside Market Offer (the highest Inside Market Bid being matched with the highest Inside Market Offer, the second highest Inside Market Bid with the second highest Inside Market Offer, etc.) (each such pair, an "**Adjustment Pair**"). The

"**Adjustment Price**" for each Adjustment Pair will be the price equal to the midpoint between the Inside Market Bid and Inside Market Offer forming such Adjustment Pair.

- (b) The "**Adjustment Amount**" in respect of an Adjustment Pair will be the product of (i) the Inside Market Quotation Amount *multiplied by* (ii) the absolute value of the difference between (A) the Adjustment Price in respect of such Adjustment Pair and (B) the Inside Market Midpoint. Each Participating Bidder agrees that, subject to clause (c) below: (y) if the Adjustment Price is greater than the Inside Market Midpoint, the Participating Bidder whose Inside Market Bid formed part of such Adjustment Pair will pay the Adjustment Amount to ISDA and (z) if the Adjustment Price is less than the Inside Market Midpoint, the Participating Bidder whose Inside Market Offer formed part of such Adjustment Pair will pay the Adjustment Amount to ISDA. Any payments of Adjustment Amounts shall be used by ISDA to defray any costs related to the Auction. To the extent that such payments exceed the costs of the Auction, any such excess will be distributed pro rata among all the Participating Bidders. Payments of Adjustment Amounts will not be conducted or effected by, or through, either of the Administrators.
- (c) If an Inside Market Bid in respect of which the payment of an Adjustment Amount is due is equal to any other Inside Market Bid, the parties submitting such equal Inside Market Bids shall share pro rata in the payment of any Adjustment Amount. If an Inside Market Offer in respect of which the payment of an Adjustment Amount is due is equal to any other Inside Market Offer, the parties submitting such equal Inside Market Offers shall share pro rata in the payment of any Adjustment Amount.
- (d) The steps described in (a) and (b) above are illustrated in the following example (which is not intended to reflect indicative prices for the Deliverable Obligations):

Step 1 – Considering only the Tradeable Markets, reverse the order of the Inside Market Offers to match the best (higher) bids with the worst (higher) offers.

Tradeable	
IM Bids	IM Offers
45.000%	40.000%
41.000%	39.500%
41.000%	34.000%

} Tradeable Offers Reversed

Step 2 – Each Adjustment Pair is matched and the Adjustment Price is determined at the midpoint between the Inside Market Bid and the Inside Market Offer.

Adjustment Prices		
IM Bids	IM Offers	Adjustment Price
45.000%	40.000%	42.500%
41.000%	39.500%	40.250%
41.000%	34.000%	37.500%

Step 3 – Calculate the Adjustment Amount by subtracting the Adjustment Price from the Inside Market Midpoint and multiplying the absolute value of that difference by the Inside Market Quotation Amount.

- (5) If an Inside Market Midpoint has been determined pursuant to Section (3) above, the Administrators will match all Physical Settlement Requests with one another in order to determine the Open Interest.
- (a) If the sum of all Physical Settlement Sell Requests is less than the sum of all Physical Settlement Buy Requests, all Physical Settlement Sell Requests will be matched with Physical Settlement Buy Requests, subject to the Rounding Convention, and if the sum of

all Physical Settlement Buy Requests is less than the sum of all Physical Settlement Sell Requests, all Physical Settlement Buy Requests will be matched with Physical Settlement Sell Requests, subject to the Rounding Convention (each such match, a "**Market Position Trade**"), and each such pair will form a trade at the Final Price as described in Section (7) below.

- (b) At some point during the 15 minutes following the conclusion of the Initial Bidding Period for the Senior Auction, the Administrators will publish the following information in respect of the Subordinate Auction on their respective websites:
 - (i) the size and direction of the Open Interest;
 - (ii) the Inside Market Midpoint; and
 - (iii) the details of any Adjustment Amounts.
- (c) Within 30 minutes of the conclusion of the Initial Bidding Period for the Senior Auction, the Administrators will publish the following information in respect of the Senior Auction on their respective websites:
 - (i) the size and direction of the Open Interest;
 - (ii) the Inside Market Midpoint; and
 - (iii) the details of any Adjustment Amounts.
- (6) During the Subsequent Bidding Period, each Participating Bidder will submit Limit Order Submissions submitted to it by customers and may submit its own Limit Order Submissions. All Inside Market Bids or Inside Market Offers (as applicable) submitted during the Initial Bidding Period (regardless of whether or not they form part of a Tradeable Market) will, together with all Limit Bids or Limit Offers (as applicable), be considered "**Unmatched Limit Orders**," however any Inside Market Bid or Inside Market Offer that forms part of an Adjustment Pair will be deemed to be equal to the Inside Market Midpoint for purposes of serving as an Unmatched Limit Order.
- (7) The Administrators will then match the Open Interest against the corresponding Unmatched Limit Orders.
 - (a) If the Open Interest is a bid to purchase Deliverable Obligations, it will be matched against the Unmatched Limit Orders that are Offers. If the Open Interest is an offer to sell Deliverable Obligations, it will be matched against the Unmatched Limit Orders that are Bids.
 - (b) The Open Interest will be matched against each applicable Unmatched Limit Order, beginning with the Unmatched Limit Order that is the lowest Offer or the highest Bid, as the case may be, and moving to the next remaining lowest (in the case of Offers) or next remaining highest (in the case of Bids) until:
 - (i) the full amount of the Open Interest has been matched against Unmatched Limit Orders totaling the same size as the Open Interest; or

- (ii) all of the Unmatched Limit Orders of the relevant type have been matched to the Open Interest.

(Each Unmatched Limit Order that is matched to the Open Interest, under Section (7)(b)(i) or (ii) above, a "**Matched Limit Order**" and each Matched Limit Order/Physical Settlement Request pair, a "**Matched Limit Order Trade**"). If, in the case of Section (7)(b)(i) above, there are multiple Unmatched Limit Orders stating the same price and each could be the final Unmatched Limit Order to be matched to the Open Interest, then such final Unmatched Limit Orders will be filled Pro Rata against the remaining Open Interest, subject to the Rounding Convention.

- (c) If the final matching of the Open Interest against the applicable Unmatched Limit Orders occurs pursuant to Section (7)(b)(i) above, the Final Price will be the price associated with the Matched Limit Order that is the highest Offer or the lowest Bid, as the case may be, provided that (A) if the Open Interest is an offer to sell Deliverable Obligations and the price associated with the lowest Matched Limit Order is more than 1% of par higher than the Inside Market Midpoint, then the Final Price will be the Inside Market Midpoint plus 1% of par and (B) if the Open Interest is a bid to purchase Deliverable Obligations and the price associated with the highest Matched Limit Order is more than 1% of par lower than the Inside Market Midpoint, then the Final Price will be the Inside Market Midpoint minus 1% of par. If the Open Interest is zero, the Final Price will be the Inside Market Midpoint.
- (d) If the final matching of the Open Interest against the applicable Unmatched Limit Orders occurs pursuant to Section (7)(b)(ii) above, the Final Price shall be (A) if the Open Interest is a bid to purchase Deliverable Obligations, 100% or (B) if the Open Interest is an offer to sell Deliverable Obligations, zero. In such case, all Physical Settlement Requests of the same type as the Open Interest (e.g., bids to buy or offers to sell) will be matched Pro Rata against the Limit Orders and Physical Settlement Requests on the opposite of the market.
- (e) Each Participating Bidder whose Physical Settlement Request or Matched Limit Order, as the case may be, forms part of either a Market Position Trade or a Matched Limit Order Trade will be required to enter into a bilateral agreement on terms equivalent to the Representative Auction-Settled Transaction for which (i) the Floating Rate Payer Calculation Amount is equal to the Quotation Amount in respect of the relevant Market Position Trade or Matched Limit Order Trade, as the case may be, and (ii) (A) the Seller is the Participating Bidder whose Physical Settlement Buy Request forms part of such Market Position Trade or whose Limit Bid or Inside Market Bid, as the case may be, forms part of such Matched Limit Order Trade and (B) the Buyer is the Participating Bidder whose Physical Settlement Sell Request forms part of such Market Position Trade or whose Limit Offer or Inside Market Offer, as the case may be, forms part of such Matched Limit Order Trade; *provided that*, in the case of the Matched Limit Order Trades containing the highest Offer or the lowest Bid, as the case may be, the Quotation Amount will, if necessary, be reduced to reflect the size of the remaining Open Interest. Participating Bidders whose Physical Settlement Request or Matched Limit Order, as the case may be, forms part of a Market Position Trade or Matched Limit Order Trade will be matched with one another alphabetically. Transactions entered into by and between Participating Bidders pursuant to Market Position Trades or Matched Limit Order Trades will not be conducted or effected by, or through, either of the Administrators.

- (8) At any time subsequent to the Initial Bidding Period and prior to the Subsequent Bidding Period, an event occurs that is considered by any two Participating Bidders to be a Materiality Event, then such Participating Bidders shall have a right to require the Administrators to call a vote of the Auction Settlement Committee to determine whether such event is a Materiality Event, which vote will take place before the commencement of the Subsequent Bidding Period. If a majority of the Auction Settlement Committee votes that such event is a Materiality Event, then the Subsequent Bidding Period will be deemed to have been cancelled and the entire process contemplated by this Auction Methodology shall recommence on the next Business Day, unless prior to 10:00 a.m., New York time on such next Business Day, at a vote of the Auction Settlement Committee held by the Administrators, a majority of the Auction Settlement Committee votes that the news of the Materiality Event has not yet been sufficiently widely disseminated, in which case the entire process contemplated by this Auction Methodology shall recommence on the following Business Day (*i.e.*, two Business Days after the original vote establishing the occurrence of a Materiality Event). The Administrators will publish the results of any vote of the Auction Settlement Committee with respect to the declaration of a Materiality Event on their respective websites. Notwithstanding the foregoing, if the Final Price has not been determined prior to the date that is two Business Days after the Initial Bidding Period, the entire process contemplated by this Auction Methodology shall recommence on such date and will not be suspended due to a Materiality Event.
- (9) The Administrators will publish the following information in respect of each Auction on their respective websites:
- (a) the Final Price;
 - (b) the names of the Participating Bidders who submitted Bids, Offers and Physical Settlement Requests, together with the details of all such bids and offers submitted by each (e.g., Participating Bidders and Quotation Amounts); and
 - (c) the details and size of all Market Position Trades or Matched Limit Order Trades.

The Administrators will publish such information in respect of the Subordinate Auction as soon as possible following the Subsequent Bidding Period for the Senior Auction and will publish such information in respect of the Senior Auction within one hour of the conclusion of the Subsequent Bidding Period in respect of the Senior Auction.

- (10) The following rules will apply to Physical Settlement Requests and Limit Orders submitted by any Participating Bidder:
- (a) Any Inside Market Bid, Inside Market Offer or Limit Order may not be amended either by the Participating Bidder or the Administrators after the conclusion of the Initial Bidding Period or Subsequent Bidding Period, as applicable, even if such submission is a mistake, and all Participating Bidders will be required to comply with the terms of any Matched Limit Order Trade of which such Inside Market Bid, Inside Market Offer or Limit Order forms a part.
 - (b) If a Participating Bidder submits a Physical Settlement Request that is in the same direction as, but less than or equal to, such Participating Bidder's Market Position, such Physical Settlement Request may not be amended by either the Participating Bidder or the Administrators after the conclusion of the Initial Bidding Period, even if such submission is a mistake, and all Participating Bidders will be required to comply with the

terms of any Market Position Trade or Matched Limit Order Trade of which such Physical Settlement Request forms a part.

- (c) If a Participating Bidder becomes aware that the Physical Settlement Request it has submitted is in the opposite direction from, or is greater than, such Participating Bidder's Market Position (such Physical Settlement Request, an **Incorrect Order**), such Participating Bidder will immediately notify the Administrators and will submit its corrected Physical Settlement Request.
 - (d) If the Administrators receive such corrected Physical Settlement Request at least thirty minutes prior to the beginning of the Subsequent Bidding Period (the **Correction Deadline**), the Administrators will determine the Open Interest based on the corrected submission at least fifteen minutes prior to the beginning of the Subsequent Bidding Period. If the Administrators do not become aware of such corrected Physical Settlement Request until after the Correction Deadline, the Administrators will not re-calculate the Open Interest or the Final Price, and all Covered Transactions will settle according to the Final Price published by the Administrators.
 - (e) Each Adhering Party agrees that no Participating Bidder will be liable to any Adhering Party for any form of damages arising as a result of the publication of a Final Price (or any other Auction result) based on the submission of an Incorrect Order, except in the case of fraud or willful misconduct on the part of such Participating Bidder.
- (11) Each Adhering Party agrees that the Cash Settlement Date or the Cash Settlement Date in respect of the Dura Portion, as applicable, is December 12, 2006.
- (12) Each Participating Bidder and each Participating Bidder's customer that is an Adhering Party agree that any Customer Physical Settlement Request and any Limit Order submitted by such customer will be treated by such customer and Participating Bidder as if such customer and Participating Bidder had entered into an agreement on terms equivalent to the Representative Auction-Settled Transaction, for which the Fixed Rate Payer Calculation Amount is the Quotation Amount stated in the relevant Submission.
- (13) References in this Exhibit 3 to the following terms have the meaning indicated below:
- "**Adjustment Amount**" has the meaning set forth in Section (4) of this Exhibit 3.
- "**Adjustment Pair**" has the meaning set forth in Section (4)(a) of this Exhibit 3.
- "**Adjustment Price**" has the meaning set forth in Section (4)(a) of this Exhibit 3.
- "**Administrators**" means both Markit Group Limited and Creditex, Inc., acting together.
- "**Auction Cancellation Event**" means, unless a Materiality Event occurs, the Final Price Determination Date has not occurred on or prior to the Business Day immediately following the Auction Date (or, if a Materiality Event occurs, the Final Price Determination Date has not occurred on or prior to the date that is five Business Days after the Auction Date).
- "**Auction Date**" means November 28, 2006.

"Auction Settlement Committee" means in respect of a Reference Entity, a group of at least nine CDS Dealers, each of whom regularly makes a market in Credit Derivative Transactions linked to such Reference Entity, selected by ISDA and constituted within three Business Days of a request sent to ISDA by any two CDS Dealers to constitute an Auction Settlement Committee in respect of such Reference Entity.

"Best Half" means the group of Matched Markets determined pursuant to Section (3)(b) of this Exhibit 3.

"Bid" means an Inside Market Bid or a Limit Bid.

"Bidding Agreement Letter" means a letter agreement, substantially in the form of Exhibit 4 to this Protocol, executed and delivered to the Administrators and the International Swaps and Derivatives Association, Inc. no later than 5:00 p.m. New York time on the Cut-off Date.

"Business Day" means a day on which commercial banks and foreign exchange markets are generally open to settle payments in New York and London.

"CDS Dealer" means any entity (or any of its affiliates) appearing on the list of CDS Dealers published by ISDA on its Website(s) at www.isda.org (or any successor website thereto) and updated by ISDA from time to time.

"Correction Deadline" has the meaning set forth in Section (10)(d) of this Exhibit 3.

"Crossing Market" means any Matched Market for which the Inside Market Bid is higher than the Inside Market Offer.

"Customer Physical Settlement Request" means a Physical Settlement Buy Request or a Physical Settlement Sell Request submitted by a Participating Bidder on behalf of a customer and received by the Administrators during the Initial Bidding Period.

"Cut-off Date" means November 17, 2006.

"Dealer Physical Settlement Request" means a Physical Settlement Buy Request or a Physical Settlement Sell Request submitted by a Participating Bidder for its own account and received by the Administrators during the Initial Bidding Period.

"Dealer-Specific Market Position" means, with respect to a customer and a Participating Bidder, such customer's Market Position with respect to such customer's Covered Transactions only with such Participating Bidder (or its affiliates), calculated by such customer in good faith.

"Deliverable Obligation" means (a) with respect to the Subordinate Auction, the Senior Obligation or any of the Subordinate Obligations, as applicable, and (b) with respect to the Senior Auction, the Senior Obligation only.

"Final Price" means the price determined to be the Final Price pursuant to Section (7)(c) or (d) of this Exhibit 3 with respect to the Covered Subordinate Transactions and the Covered Senior Non-Index Transactions, respectively.

"Final Price Determination Date" means the day the Final Price is determined.

"Incorrect Order" has the meaning set forth in Section (10)(c) of this Exhibit 3.

"Initial Bidding Period" means (i) with respect to the Subordinate Auction, any time between 9:45 a.m. and 10:00 a.m. New York time on the Auction Date or, if the process described in Sections (2) and (3)(a) and (3)(b) must be repeated pursuant to Section (3)(c), the fifteen minute period occurring just before noon or 2:00 p.m. New York time, as the case may be, on the Auction Date, or on a subsequent Business Day and (ii) with respect to the Senior Auction, any time between 10:45 a.m. and 11:00 a.m. New York time on the Auction Date or, if the process described in Sections (2) and (3)(a) and (3)(b) must be repeated pursuant to Section (3)(c), the fifteen minute period occurring just before 1:00 p.m. or 3:00 p.m. New York time, as the case may be, on the Auction Date, or on a subsequent Business Day (or, in each case, such later time as the Administrators determine is necessary in order to implement these auction procedures pursuant to Section (8) of this Exhibit 3 or otherwise), in each case until the earlier of the Final Price Determination Date or the occurrence of an Auction Cancellation Event.

"Inside Market Bid" means a firm commitment by a Participating Bidder, submitted as part of a Valid Inside Market Submission, to enter as Seller (i.e., the party that has an obligation to accept Delivery of Deliverable Obligations) into an agreement on terms equivalent to the Representative Auction-Settled Transaction, for which the Fixed Rate Payer Calculation Amount is the Inside Market Quotation Amount, and at the Reference Price stated in the Valid Inside Market Submission.

"Inside Market Midpoint" means the price determined to be the Inside Market Midpoint pursuant to Section (3) of this Exhibit 3.

"Inside Market Offer" means a firm commitment by a Participating Bidder, submitted as part of a Valid Inside Market Submission, to enter as Buyer (i.e., the party that would Deliver Deliverable Obligations) into an agreement on terms equivalent to the Representative Auction-Settled Transaction, for which the Fixed Rate Payer Calculation Amount is the Inside Market Quotation Amount, and at the Reference Price stated in the Valid Inside Market Submission.

"Inside Market Quotation Amount" means (a) in respect of the Subordinate Auction, US\$10,000,000 and (b) in respect of the Senior Auction US\$5,000,000.

"Limit Bid" means a firm commitment by a Participating Bidder, submitted as part of a Limit Order Submission, to enter as Seller (i.e., the party that has an obligation to accept Delivery of Deliverable Obligations) into an agreement on terms equivalent to the Representative Auction-Settled Transaction and for which the Fixed Rate Payer Calculation Amount is the Quotation Amount stated in such Submission and at the Reference Price stated in such Submission.

"Limit Offer" means a firm commitment by a Participating Bidder, submitted as part of a Limit Order Submission, to enter as Buyer (i.e., the party that would Deliver Deliverable Obligations) into an agreement on terms equivalent to the Representative Auction-Settled Transaction and for which the Fixed Rate Payer Calculation Amount is the Quotation Amount stated in such Submission and at the Reference Price stated in such Submission.

"Limit Order Submission" means a submission from a Participating Bidder received by the Administrators during the Subsequent Bidding Period of a Limit Bid and/or a Limit Offer expressed as a percentage (in increments of one eighth of one percent (e.g., 35.375%)) and for which a Quotation Amount is stated.

"Market Position" means, in respect of a customer or a Participating Bidder, the aggregate amount of Deliverable Obligations the relevant Participating Bidder or customer, as applicable, would have to buy or sell in order to obtain an identical risk profile with respect to both (A) all Covered Transactions to which it or any of its affiliates is a party and for which every other party thereto is an Adhering Party and (B) all Non-Covered Affected Transactions, after settlement under the Protocol compared to its risk profile before settlement under the Protocol.

"Market Position Trade" has the meaning set forth in Section (5)(a) of this Exhibit 3.

"Matched Limit Order" has the meaning set forth in Section (7)(b) of this Exhibit 3.

"Matched Limit Order Trade" has the meaning set forth in Section (7)(b) of this Exhibit 3.

"Matched Market" has the meaning set forth in Section (3)(a) of this Exhibit 3.

"Materiality Event" means an event or news the occurrence of which has or could have a significant effect on the price of the Representative Auction-Settled Transaction.

"Non-Covered Affected Transaction" means, in respect of a Participating Bidder or a customer, any Transaction (other than a Covered Transaction) linked to Dura to which such Participating Bidder or customer, as the case may be, or its affiliate is a party and which will be cash-settled (by bilateral agreement between the parties thereto) at the Final Price determined pursuant to this Auction Methodology.

"Non-Tradeable Market" means any Matched Market that is not a Tradeable Market.

"Offer" means any Limit Offer or any Inside Market Offer.

"Open Interest" means the difference between (a) the sum of all Physical Settlement Buy Requests and (b) the sum of all Physical Settlement Sell Requests.

"Participating Bidder" means any institution that submits a valid Bidding Agreement Letter no later than 5:00 p.m. New York time on the Cut-off Date.

"Physical Settlement Buy Request" means a firm commitment by a Participating Bidder (either for its own account or on behalf of a customer), received by the Administrators during the Initial Bidding Period, to enter, as Seller (i.e., the party that has an obligation to accept delivery of Deliverable Obligations), into an agreement on terms equivalent to the Representative Auction-Settled Transaction and for which the Fixed Rate Payer Calculation Amount is the Quotation Amount stated in the Submission.

"Physical Settlement Request" means a Physical Settlement Buy Request or a Physical Settlement Sell Request submitted by a Participating Bidder and received by the Administrators during the Initial Bidding Period.

"Physical Settlement Sell Request" means a firm commitment by a Participating Bidder (either for its own account or on behalf of a customer), received by the Administrators during the Initial Bidding Period, to enter, as Buyer (i.e., the party that would deliver Deliverable Obligations), into an agreement on terms equivalent to the Representative Auction-Settled Transaction and for which the Fixed Rate Payer Calculation Amount is the Quotation Amount stated in the Submission.

"Pro Rata" means that Participating Bidders's orders are matched proportionally with respect to the Quotation Amount of each such order and the total amount of orders that can be matched in the relevant part of the auction.

"Quotation Amount" means the amount stated as the notional amount with respect to a particular Limit Bid, Limit Offer, Inside Market Bid, Inside Market Offer or Physical Settlement Request in a Participating Bidder's Submission, which amount in each case will be an integral multiple of US\$1,000,000.

"Representative Auction-Settled Transaction" means a Credit Derivative Transaction incorporating the definitions and provisions contained in the Credit Definitions, for which:

- (a) the Reference Entity is Dura;
- (b) the Settlement Method is Physical Settlement;
- (c) the Event Determination Date is October 30, 2006;
- (d) a Credit Event Notice and Notice of Publicly Available Information are deemed to have been effectively delivered;
- (e) the Deliverable Obligations specified are those defined as Deliverable Obligations in this Protocol;
- (f) the Reference Price is the Final Price determined pursuant to this Exhibit 3; and
- (g) the following amendments are made to the Credit Definitions:
 - (i) The second paragraph of Section 3.4 of the Credit Definitions is deleted and the following is inserted in its place:

"If Buyer fails to deliver an effective Notice of Physical Settlement on or before the thirtieth calendar day after the Event Determination Date, such failure will not constitute a Termination Event. However, following such failure, Buyer will have no right to deliver a Notice of Physical Settlement. If the Buyer has not delivered an effective Notice of Physical Settlement, Seller will have the right, from and including the thirtieth calendar day after the Event Determination Date to and including the forty-fifth calendar day after the Event Determination Date, to deliver a notice to Buyer, which notice shall contain a detailed description of the Deliverable Obligations that Buyer will be required to Deliver to Seller, including the Principal Balance of each such Deliverable Obligation (the aggregate of such Principal Balances shall be equal to or less than the Floating Rate Payer Calculation Amount) and, if available, the CUSIP or ISIN number (if such identifying number is not available, the rate and tenor of the Deliverable Obligations). Delivery of any such notice shall be deemed to be effective delivery of a Notice of Physical Settlement. Buyer may not change such notice, other than to correct errors or inconsistencies. If the Seller delivers such notice on the thirtieth calendar day following the Event Determination Date, and the Buyer delivers an effective Notice of Physical Settlement on the same day, then the Buyer's Notice of Physical Settlement will prevail over the Seller's notice.

For the previous paragraph, the last day of (i) the thirty calendar day notice period and (ii) the forty-five calendar day notice period shall be adjusted in accordance with the Following Business Day Convention.

If the Buyer fails to deliver an effective Notice of Physical Settlement, and Seller fails to deliver the relevant notice to Buyer by the forty-fifth calendar day after the Event Determination Date (subject to adjustment in accordance with the Following Business Day Convention), then such forty-fifth calendar day will be the Termination Date."

- (ii) Section 9.9 of the Credit Definitions is amended by deleting the second sentence of the penultimate paragraph and replacing it with the following:

"On the third Business Day following such notice, Buyer will be deemed to have Delivered an outstanding principal balance of the Deliverable Obligations specified in the Notice of Physical Settlement for which a Buy-in Price was determined and Buyer will pay to Seller an amount equal to (A) the outstanding principal balance of the Deliverable Obligations specified in the Notice of Physical Settlement, multiplied by (B) the excess, if any, of (I) the Buy-in Price over (II) the Final Price, plus (C) any reasonable brokerage costs incurred by Seller in connection with any purchases by it of the Relevant Bonds as part of the buy-in."

- (iii) Section 9.10(a) of the Credit Definitions is amended by adding the following at the beginning of the section: "This section 9.10(a) will not be applicable if the Seller delivers a notice that is deemed to effect delivery of a Notice of Physical Settlement instead of the Buyer delivering a Notice of Physical Settlement."

"Rounding Convention" means that, if a Participating Bidder's order is matched in an amount that is not an integral multiple of US\$100,000, then the amount to be so matched will be rounded down to the nearest US\$100,000. The difference between the total amounts of all orders having been filled Pro Rata and the total of all rounded down amounts will be allocated US\$100,000 at a time to Participating Bidders in order, beginning with the Participating Bidder with the order stating the largest Quotation Amount at the same price. In the event that there are Participating Bidders with identical orders of such type, US\$100,000 amounts will be allocated first to the Participating Bidder whose orders were received first by the Administrators.

"Submission" means, with respect to a Participating Bidder, any Valid Inside Market Submission or Limit Order Submission of such Participating Bidder or Physical Settlement Request submitted by such Participating Bidder to the Administrators.

"Subsequent Bidding Period" means (i) with respect to the Subordinate Auction, any time between 12:45 p.m. and 1:00 p.m. New York time on the Auction Date and (ii) with respect to the Senior Auction, any time between 1:45 p.m. and 2:00 p.m. New York time on the Auction Date; provided if the Initial Bidding Period in respect of an Auction is delayed beyond the initial times stated in the definition of "Initial Bidding Period" above, the Subsequent Bidding Period for such Auction will be equally delayed.

"Touching Market" means any Matched Market for which the Inside Market Bid and Inside Market Offer are equal.

"Tradeable Market" means any Matched Market that is a Crossing Market or a Touching Market.

"Unmatched Limit Order" has the meaning set forth in Section (6) of this Exhibit 3.

"Valid Inside Market Submission" means a submission from a Participating Bidder received by the Administrators during the Initial Bidding Period of both an Inside Market Bid and an Inside Market Offer, each expressed as a percentage (in increments of one eighth of one percent (e.g., 35.375%)) which do not differ from one another by more than 2.00% of par, and for which the Inside Market Bid is not greater than or equal to the Inside Market Offer.

Form of Bidding Agreement Letter

[Letterhead of Participating Bidder]

[Date]

Markit Group Limited
Send to: cdx@markit.com

Creditex, Inc.
Send to: CEF@creditex.com

International Swaps and Derivatives Association, Inc.
Send to: duraprotocol@isda.org

Dear Sirs,

We write to inform you that we wish to be a "Participating Bidder," as defined in the Auction Methodology included as part of the 2006 Dura CDS Protocol published by the International Swaps and Derivatives Association, Inc. on November 8, 2006 (the "**Protocol**"), in respect of Dura. Capitalized terms used in this letter but not defined herein have the meanings specified in the Protocol.

We hereby notify you that it is our intention that, pursuant to the Protocol at the time of submission, any Dealer Physical Settlement Request we submit will, to the best of our knowledge and belief, be in the same direction as and will not exceed our Market Position.

By signing and returning this Bidding Agreement Letter to you, we represent that:

- (a) from time to time we make a market in one or more of the obligations of the types listed under the definition of "Deliverable Obligation" in Exhibit 3 to the Protocol;
- (b) we are, or our affiliate is, a CDS Dealer, as defined in the Protocol;
- (c) none of our affiliates has previously submitted a Bidding Agreement Letter to you; and
- (d) we are not, as of the date of this letter, subject to any requirement that would make it impossible or illegal for us to deliver or accept delivery of any of the Deliverable Obligations.

We agree to abide by the terms of the Auction Methodology set out in Exhibit 3 to the Protocol, including, for the avoidance of doubt, Section 10 of such Exhibit 3.

Our contact details for purposes of this Bidding Agreement Letter are:

Name:
Address:
Telephone:
Fax:
E-mail:

We consent to the publication of the conformed copy of this letter by ISDA and to the disclosure by ISDA of the contents of this letter.

Yours faithfully,

[PARTICIPATING BIDDER]³

By:

Name:
Title:
Signature:

³ Specify legal name of Participating Bidder.

SCHEDULE 1

The Documentation relating to each Covered Transaction is amended as follows:

- (a) ***Untranch ed transactions.*** The Documentation relating to each Bespoke Untranch ed Portfolio Transaction, Covered CDX Untranch ed Transaction, Covered HYDI Transaction, Covered TRAC-X Untranch ed Transaction, First to Default Transaction, Single Name CDS Transaction and Single Name Constant Maturity Swap Transaction is amended as follows:
- (i) ***Effect of Actual Notices.*** Any Credit Event Notice, Notice of Publicly Available Information or Notice of Physical Settlement delivered with respect to Dura or the Dura Portion, as applicable, shall be deemed revoked, and neither party shall have any obligations with respect to any such notice.
 - (ii) ***No Additional Notice Deliveries.*** Except for the deemed notices provided in clause (a)(iii) below, each party agrees not to deliver any Credit Event Notice, Notice of Publicly Available Information or Notice of Physical Settlement with respect to Dura or the Dura Portion, as applicable, and any such notice delivered shall be void and have no effect.
 - (iii) ***Satisfaction of Conditions to Settlement.*** A Notifying Party shall be deemed to have delivered a Credit Event Notice with respect to Dura or the Dura Portion, as applicable, specifying Bankruptcy as the Credit Event and a Notice of Publicly Available Information, which notice in each case is effective on the Cut-off Date and satisfies the requirements of the Documentation. The Conditions to Settlement are amended by eliminating any requirement that Buyer deliver a Notice of Physical Settlement with respect to Dura. Accordingly, the Conditions to Settlement are deemed satisfied on the Cut-off Date.
 - (iv) ***Accruals.*** Notwithstanding anything to the contrary in the Documentation, (A) the Fixed Rate on Dura or the Dura Portion, as applicable, shall accrue to and including October 30, 2006, (B) the resulting Fixed Amount in respect of Dura or the Dura Portion, as applicable, shall be paid on the Cash Settlement Date and (C) for any Covered CDX Untranch ed Transactions documented under a confirmation or master confirmation based on the form published by CDS IndexCo LLC in October 2003, the portion of the Fixed Amount applicable to Dura shall not be included in the Fixed Amount payable on the next following Fixed Rate Payer Payment Date.
 - (v) ***Settlement Terms.*** Notwithstanding anything to the contrary in the Documentation specifying Physical Settlement or De Minimis Cash Settlement, Dura or the Dura Portion, as applicable, shall settle as if the Settlement Method specified in the Documentation were Cash Settlement, subject to the following:
 - (A) The Final Price with respect to a Covered Subordinate Transaction or a Covered Senior Non-Index Transaction, as applicable, will be determined as described in the Auction Methodology set forth in Exhibit 3 to this Protocol, with the Final Price Determination Date as the Single Valuation Date. Notwithstanding Section 7.4 of the Credit Definitions, the Calculation Agent will not be obligated to

provide any notice with respect to Quotations or the calculation of such Final Price.

(B) The Cash Settlement Amount will be determined as provided in Section 7.3 of the Credit Definitions.

(b) ***Tranched transactions based on CDX documentation.*** The Documentation relating to tranched transactions based on CDX documentation, including Bespoke Tranched Portfolio Transactions, Covered CDX Tranched Transactions, Interest Only Transactions, Portfolio Constant Maturity Swap Transactions and Principal Only Transactions, is amended as follows:

- (i) *Effect of Actual Notices.* Any Credit Event Notice, Notice of Publicly Available Information or Notice of Physical Settlement delivered with respect to the Dura Portion shall be deemed revoked, and neither party shall have any obligations with respect to any such notice.
- (ii) *No Additional Notice Deliveries.* Except for the deemed notices provided in clause (b)(iii) below, each party agrees not to deliver any Credit Event Notice, Notice of Publicly Available Information or Notice of Physical Settlement with respect to the Dura Portion, and any such notice delivered shall be void and have no effect.
- (iii) *Satisfaction of Conditions to Settlement.* A Notifying Party shall be deemed to have delivered a Credit Event Notice with respect to the Dura Portion, specifying Bankruptcy as the Credit Event and a Notice of Publicly Available Information, which notice in each case is effective on the Cut-off Date and satisfies the requirements of the Documentation. Buyer will be deemed to have delivered a Notice of Physical Settlement with respect to Dura that specifies the Reference Obligation as the sole Selected Obligation with an outstanding principal balance having a Currency Amount equal to the Reference Entity Notional Amount, which notice is effective on the Auction Date and satisfies the requirements of the Documentation. Accordingly, the Conditions to Settlement are deemed satisfied on the Auction Date.
- (iv) *Accruals.* Notwithstanding anything to the contrary in the Documentation, the Fixed Rate shall accrue as if an Event Determination Date had occurred with respect to Dura on October 30, 2006 and the resulting Fixed Amount shall be paid on the next following Fixed Rate Payer Payment Date.
- (v) *Settlement Terms.* The Dura Portion shall settle in accordance with the Documentation, subject to the following:
 - (A) To the extent applicable in the Documentation, Buyer will be deemed to have Delivered the Selected Obligation with an outstanding principal balance having a Currency Amount equal to the Reference Entity Notional Amount on the Auction Date.
 - (B) To the extent applicable in the Documentation, Seller will not be obligated to pay the related Market Value Amount or Estimated Amount (or any similarly defined amount), as applicable, and neither party will have any obligation to pay any Adjustment Amount (or any similarly defined amount) in connection with such deemed Delivery.

- (C) The Final Price for the Selected Obligation will be, as applicable, (i) the Final Price with respect to a Covered Subordinate Transaction or (ii) the Final Price with respect to a Covered Senior Non-Index Transaction, each determined as described in the Auction Methodology set forth in Exhibit 3 to this Protocol, with the Final Price Determination Date as the Single Valuation Date. Notwithstanding Section 7.4 of the Credit Definitions, the Calculation Agent will not be obligated to provide any notice with respect to Quotations or the calculation of such Final Price.
- (vi) *Cash-settled only tranching transactions based on CDX documentation.* If the Documentation relating to any tranching transaction based on CDX documentation specifies Cash Settlement, as modified by the parties, as the sole Settlement Method, the terms of this Schedule 1 shall be construed in respect of such transaction (and, with respect to Covered CDX Tranching Transactions, after taking into account any differences between the relevant Index Documentation and the form documentation published by CDS IndexCo LLC in July 2004, March 2005, June 2005 or March 2006) to effectuate the parties' intent that, other than in the case of an Auction Cancellation Event, the Final Price, determined as described in the Auction Methodology set forth in Exhibit 3 to this Protocol, be used to determine the amounts, if any, payable by and/or other rights and obligations of the parties with respect to the settlement of the Dura Portion.
- (c) ***Tranching transactions not based on CDX documentation.*** The Documentation relating to tranching transactions not based on CDX documentation, including a Covered TRAC-X Tranching Transaction or an Nth to Default Transaction is amended as follows:
- (i) *Effect of Actual Notices.* Any Credit Event Notice, Notice of Publicly Available Information or Notice of Physical Settlement delivered with respect to Dura or the Dura Portion, as applicable, shall be deemed revoked, and neither party shall have any obligations with respect to any such notice.
- (ii) *No Additional Notice Deliveries.* Except for the deemed notices provided in clause (c)(iii) below, each party agrees not to deliver any Credit Event Notice, Notice of Publicly Available Information or Notice of Physical Settlement with respect to Dura or the Dura Portion, as applicable, and any such notice delivered shall be void and have no effect.
- (iii) *Satisfaction of Conditions to Settlement.* A Notifying Party shall be deemed to have delivered a Credit Event Notice with respect to Dura or the Dura Portion, as applicable, specifying Bankruptcy as the Credit Event and a Notice of Publicly Available Information, which notice in each case is effective on the Cut-off Date and satisfies the requirements of the Documentation. The Conditions to Settlement are amended by eliminating any requirement that Buyer deliver a Notice of Physical Settlement with respect to Dura. Accordingly, the Conditions to Settlement are deemed satisfied on the Cut-off Date.
- (iv) *Accruals.* Notwithstanding anything to the contrary in the Documentation, the final Fixed Rate Payer Calculation Period in respect of the Fixed Amount payable in respect of Dura shall end on, and include, October 30, 2006 and the resulting Fixed Amount shall be paid on the next following Fixed Rate Payer Payment Date.

- (v) *Settlement Terms.* Notwithstanding anything to the contrary in the Documentation specifying Physical Settlement or Partial Cash Settlement, Dura or the Dura Portion, as applicable, shall settle as if the Settlement Method specified in the Documentation were Cash Settlement but shall otherwise settle in accordance with the relevant Documentation, provided that the Final Price with respect to a Covered Subordinate Transaction or a Covered Senior Non-Index Transaction, as applicable, will be determined as described in the Auction Methodology set forth in Exhibit 3 to this Protocol and, notwithstanding Section 7.4 of the Credit Definitions, the Calculation Agent will not be obligated to provide any notice with respect to Quotations or the calculation of such Final Price.
- (d) **Recovery Lock Transactions.** The Documentation relating to Recovery Lock Transactions is amended as follows:
 - (i) *Effect of Actual Notices.* Any Credit Event Notice, Notice of Publicly Available Information or Notice of Physical Settlement delivered with respect to Dura or the Dura Portion, as applicable, shall be deemed revoked, and neither party shall have any obligations with respect to any such notice.
 - (ii) *No Additional Notice Deliveries.* Except for the deemed notices provided in clause (d)(iii) below, each party agrees not to deliver any Credit Event Notice, Notice of Publicly Available Information or Notice of Physical Settlement with respect to Dura or the Dura Portion, as applicable, and any such notice delivered shall be void and have no effect.
 - (iii) *Satisfaction of Conditions to Settlement.* A Notifying Party shall be deemed to have delivered a Credit Event Notice with respect to Dura or the Dura Portion, as applicable, specifying Bankruptcy as the Credit Event and a Notice of Publicly Available Information, which notice in each case is effective on the Cut-off Date and satisfies the requirements of the Documentation. The Conditions to Settlement are amended by eliminating any requirement that Buyer deliver a Notice of Physical Settlement with respect to Dura and also by eliminating the provision enabling Seller to deliver a Notice of Physical Settlement with respect to Dura. Accordingly, the Conditions to Settlement are deemed satisfied on the Cut-off Date.
 - (iv) *Accruals.* Notwithstanding anything to the contrary in the Documentation, the final Fixed Rate Payer Calculation Period in respect of the Fixed Amount payable in respect of Dura shall end on, and include, October 30, 2006 and the resulting Fixed Amount shall be paid on the next following Fixed Rate Payer Payment Date.
 - (v) *Settlement Terms.* Notwithstanding anything to the contrary in the Documentation specifying Physical Settlement or Partial Cash Settlement, Dura or the Dura Portion, as applicable, shall settle as if Cash Settlement were deemed to apply pursuant to Section 9.3, 9.4, 9.5 or 9.6, but shall otherwise settle in accordance with the relevant Documentation, provided that the Final Price with respect to a Covered Subordinate Transaction or a Covered Senior Non-Index Transaction, as applicable, will be determined as described in the Auction Methodology set forth in Exhibit 3 to this Protocol and, notwithstanding Section 7.4 of the Credit Definitions, the Calculation Agent will not be obligated to provide any notice with respect to Quotations or the calculation of such Final Price.

- (e) **Single Name Swaptions.** The Non-Index Documentation relating to each Single Name Swaption is amended as follows:
- (i) *Effect of Actual Notices.* Any Credit Event Notice, Notice of Publicly Available Information or Notice of Physical Settlement delivered with respect to Dura shall be deemed revoked, and neither party shall have any obligations with respect to any such notice.
 - (ii) *No Additional Notice Deliveries.* Except for the deemed notices provided in clause (e)(iii) below, each party agrees not to deliver any Credit Event Notice, Notice of Publicly Available Information or Notice of Physical Settlement with respect to Dura, and any such notice delivered shall be void and have no effect.
 - (iii) *Satisfaction of Conditions to Settlement.* A Notifying Party shall be deemed to have delivered a Credit Event Notice with respect to Dura specifying Bankruptcy as the Credit Event and a Notice of Publicly Available Information, which notice in each case is effective on the Cut-off Date and satisfies the requirements of the Non-Index Documentation. Accordingly, a "knock-out Credit Event" (or similar term, as applicable, in the relevant Non-Index Documentation) will be deemed to have occurred with respect to Dura and the Single Name Swaption shall be deemed to be terminated.
- (f) **Portfolio Swaptions.** The Non-Index Documentation relating to each Portfolio Swaption is amended to provide that (x) no Accrued Amount in respect of the Dura Portion will be deducted from the Strike Adjustment Amount ("Accrued Amount" and "Strike Adjustment Amount" having the meanings specified in the Swaption Template (Full Underlying Confirmation) published by CDS IndexCo LLC, dated December 9, 2005, or, if the relevant Portfolio Swaption is documented under another form of Non-Index Documentation, meanings analogous thereto, to the extent applicable) and (y) the underlying credit default swap transaction to which the relevant Portfolio Swaption relates is deemed to be amended as follows:
- (i) *Effect of Actual Notices.* Any Credit Event Notice, Notice of Publicly Available Information or Notice of Physical Settlement delivered with respect to the Dura Portion shall be deemed revoked, and neither party shall have any obligations with respect to any such notice.
 - (ii) *No Additional Notice Deliveries.* Except for the deemed notices provided in clause (f)(iii) below, each party agrees not to deliver any Credit Event Notice, Notice of Publicly Available Information or Notice of Physical Settlement with respect to the Dura Portion, and any such notice delivered shall be void and have no effect.
 - (iii) *Satisfaction of Conditions to Settlement.* A Notifying Party under the documentation for the underlying credit default swap transaction shall be deemed to have delivered a Credit Event Notice with respect to Dura specifying Bankruptcy as the Credit Event and a Notice of Publicly Available Information, which notice in each case is effective on the Exercise Date and satisfies the Conditions to Settlement applicable to the Dura Portion under the underlying credit default swap transaction.
 - (iv) *Accruals.* Notwithstanding anything to the contrary in the Documentation for the relevant Portfolio Swaption or the documentation for the underlying credit default swap, (A) if the Portfolio Swaption is effectively exercised on or prior to December 7, 2006, the seller of protection in the underlying transaction will pay to the buyer of protection in the

underlying transaction, on the third business day after the day on which such Portfolio Swaption is effectively exercised, the Fixed Amount in respect of Dura (as defined in the documentation for the underlying credit default swap transaction) for the Fixed Rate Payer Calculation Period beginning on the Fixed Rate Payer Payment Date for the underlying transaction immediately prior to the date on which the Portfolio Swaption is effectively exercised and ending on, and including, October 30, 2006 and the buyer of protection in the underlying transaction will not pay to the seller in such underlying transaction any Fixed Amount in respect of Dura and (B) if the Portfolio Swaption is effectively exercised after December 7, 2006, neither party will pay to the other any Fixed Amount in respect of Dura.

- (v) *Settlement Terms.* Notwithstanding anything to the contrary in the documentation for the underlying credit default swap that may specify Physical Settlement or Partial Cash Settlement, the Dura Portion shall settle as if the Settlement Method specified in such documentation were Cash Settlement but shall otherwise settle in accordance with the relevant documentation for the underlying transaction, provided that (A) the Final Price with respect to the Dura Portion of the underlying credit default swap transaction will be determined as described in the Auction Methodology set forth in Exhibit 3 to this Protocol, (B) notwithstanding Section 7.4 of the Credit Definitions, the Calculation Agent will not be obligated to provide any notice with respect to Quotations or the calculation of such Final Price, (C) if the Portfolio Swaption is effectively exercised on or prior to December 7, 2006, the seller of protection in the underlying transaction will pay to the buyer of protection in the underlying transaction, on December 12, 2006, the Cash Settlement Amount in respect of Dura, less the Fixed Amount in respect of Dura (as defined in the documentation for the underlying credit default swap transaction) for the Fixed Rate Payer Calculation Period beginning on the Fixed Rate Payer Payment Date for the underlying transaction immediately prior to the date on which the Portfolio Swaption is effectively exercised and ending on, and including, October 30, 2006, and (D) if the Portfolio Swaption is effectively exercised after December 7, 2006, the seller of protection in the underlying transaction will pay to the buyer of protection in the underlying transaction, on the third Business Day after such Exercise Date, the Cash Settlement Amount in respect of Dura.

To the extent any provision of the Credit Definitions is inconsistent with the terms of this Schedule 1, the terms of this Schedule 1 shall govern.

If an Auction Cancellation Event occurs, the provisions of this Schedule 1, other than subsections (i) and (iv) of each of sections (a) through (d) and (f) and subsection (e)(i), shall be rescinded and have no further effect. For the avoidance of doubt, if an Auction Cancellation Event occurs, a party may deliver a Credit Event Notice, Notice of Physical Settlement, Notice of Publicly Available Information or any other relevant notice with respect to any Dura Portion in accordance with the relevant Documentation and settle any Covered Transaction in accordance with the relevant Documentation.