

June 1, 2004

International Swaps and Derivatives Association, Inc.
360 Madison Avenue, 16th Floor
New York, NY 10017¹

Dear Sirs,

2002 Master Agreement Protocol - Adherence

The purpose of this letter is to confirm our adherence to the 2002 Master Agreement Protocol as published by the International Swaps and Derivatives Association, Inc. on 15th July, 2003 (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 ISDA 2002 Master Agreement (now or in the future) between us and each other Adhering Party.

1. Specified Terms²

Annex 1	1991 Definitions	[Applicable]
Annex 2	1998 Supplement	[Applicable]
Annex 3	2000 Definitions	[Applicable]
Annex 4	1992 FX Definitions	[Applicable]
Annex 5	1998 FX Definitions	[Applicable]
Annex 6	1993 Commodity Definitions	[Applicable]
Annex 7	2000 Commodity Supplement	[Applicable]
Annex 8	1994 Equity Option Definitions	[Applicable]
Annex 9	1996 Equity Definitions	[Applicable]
Annex 10	1997 Bond Option Definitions	[Applicable]
Annex 11	1997 Bullion Definitions	[Applicable]
Annex 12	1997 Short Form Bullion Definitions	[Applicable]
Annex 13	1999 Credit Definitions	[Applicable]
Annex 14	New York Annex	[Applicable]
Annex 15	English Annex	[Not Applicable]
Annex 16	English Deed	[Not Applicable]
Annex 17	Japanese Annex	[Not Applicable]
Annex 18	2001 Margin Provisions	[Applicable]

¹ Include as applicable. The Adherence Letter can be lodged at either ISDA's New York or European office. See Sections 2(a) and 5(f) of the Protocol.

² An Adhering Party may specify its preference that one or more of the Annexes are applicable by circling or only specifying the word "Applicable" for each Annex that it would like to see included.

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. Payment

We enclose payment of U.S.\$500.00, or represent that we have previously made payment via credit card charge of that amount to you, in respect of our adherence to the Protocol.

4. Contact Details

Our contact details for purposes of this Adherence Letter are:

Name: Wells Fargo Bank
Attention: Documentation Department
Address: 417 Montgomery Street
Telephone: (415) 947-5924 or (415) 222-3847
Fax: (415) 646-9166
E-mail: wongberl@wellsfargo.com or stahlbsu@wellsfargo.com

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,

Wells Fargo Bank, N.A.

By:

Name: Berline Wong
Title: Vice President
Signature: