

Execution copy

Schedule

to the

Master Agreement

dated as of May 19, 2005

between

Credit Suisse First Boston (Europe) Limited, and Financial Trust Company, Inc.

a company incorporated An United States Virgin Islands corporation under the laws of England and Wales

("Party A") ("Party B")

Part 1

Termination Provisions

In this Agreement:-

(a) (a) Specified Entity.

. "Specified Entity" means, Affiliates, in relation to Party A for the purpose of

the Default under Specified Transaction, provision (Section 5(a)(v)) and has no meaning in relation to

Party B.

"Specified Entity, means, Affiliates, in relation to Party A.

(b) Specified Transaction. "Specified Transaction" will have the meaning specified in Section 14 of this

Agreement and shall also include Securities Swaps as defined in the 2001 Basket Swaps (Standard

Terms) attached hereto.

(c) Cross Default. The "Cross Default" provision (Section 5(a)(vi)) will apply to Party A and Party B

amended as follows:

Specified Indebtedness

Instead of the definition in Section 14 of this Agreement, "Specified Indebtedness" shall mean any

obligation (whether present or future, contingent or otherwise, as principal or surety or otherwise) (a) in

respect of borrowed money, and/or (b) in respect of any Specified

Transaction (except that, for this

purpose only, the words "and any other entity" shall be substituted for the

words "and the other party to

this Agreement (or any Credit Support Provider of such other party or any applicable Specified Entity of

such other party)" where they appear in the definition of Specified Transaction).

Threshold Amount

"Threshold Amount" means \$10,000,000 (including the United States Dollar equivalent of obligations

stated in any other currency or currency unit).

(d) Credit Event Upon Merger. The "Credit Event Upon Merger" provision (Section 5(b)(iv)) will apply to

Party A and Party B restated as follows:

"Credit Event Upon Merger" shall mean that a Designated Event (as defined below) occurs with respect to

a party ("X"), and such Designated Event does not constitute an event described in Section 5(a)(viii) of this Agreement but the creditworthiness of X or, if applicable, the successor, surviving or transferee entity of X, is materially weaker than that of X immediately prior to such action (and, in such event, such party or its successor or transferee, as appropriate, will be the Affected Party). For purposes hereof, a Designated Event with respect to X means that, after the Trade Date of the first Transaction between the parties:

X consolidates or amalgamates with or merges with or into, or transfers all or substantially all its assets (or any substantial part of the assets comprising the business conducted by X as of the

19

Execution copy

execution date hereof) to, or receives all or substantially all the assets or obligations of, another entity;

(ii) any person or entity acquires directly or indirectly the beneficial ownership of equity securities

having the power to elect a majority of the board of directors of X or otherwise acquires directly

or indirectly the power to control the policy -making decisions of X; or

(iii) X effects any substantial change in its capital structure by means of the issuance, incurrence or

guarantee of debt or the issuance of preferred stock or other securities convertible into, or

exchangeable for, debt or preferred stock.

(e) Automatic Early Termination. The "Automatic Early Termination" provision of Section 6(a) will apply to Party A and Party B.

Payments on Early Termination. For the purpose of Section 6(e), the Second Method and Market

Quotation will apply.

(9) Termination Currency. "Termination Currency" means the currency selected by the party which is

not the Defaulting Party or the Affected Party, as the case may be, or where there is more than one

Affected Party the currency agreed by Party A and Party B. However, the Termination Currency shall

be one of the currencies in which payments are required to be made in respect of Transactions. If the

currency selected is not freely available, or where there are two Affected Parties and they cannot agree

on a Termination Currency, the Termination Currency shall be United States Dollars.

(h) Additional Termination Event. There are no additional termination events.

20

Execution copy

Part 2

Tax Representations

(a) Payer Tax Representations. For the purpose of Section 3(e), Party A and Party B each makes the following representation:

It is not required by any applicable law, as modified by the practice of any relevant governmental revenue authority, of any Relevant Jurisdiction to make any deduction or withholding for or on account of any Tax from any payment (other than interest under Section 2(e), 6(d)-(ii) or 6(e)) to be made by it to the other party under this Agreement. In making this representation, it may rely on:

(i) the accuracy of any representation made by the other party pursuant to Section 3(f);

(ii) the satisfaction of the agreement of the other party contained in Section 4(a)(i) or 4(a)(iii) and the accuracy and effectiveness of any document provided by the other party pursuant to

Section 4(a)(i) or 4(a)(iii); and

(iii) the satisfaction of the agreement of the other party contained in Section 4(d);

provided that it shall not be a breach of this representation where reliance is placed on clause (ii), and

the other party does not deliver a form or document under Section 4(a)(iii) by reason of material prejudice to its legal or commercial position.

(b) Payee Tax Representations. For the purpose of Section 3(f) of this Agreement:

Party A makes no Payee Tax Representations.

(ii) Party B makes no Payee Tax Representations.

21

Execution copy

Part 3

Agreement to Deliver Documents

Each party agrees to deliver the following documents as applicable:

(a) For the purpose of Section 4(a)(i), tax forms, documents or certificates to be delivered are:

Party required to

deliver document

Not Applicable Form/Document/

Certificate

Not Applicable Date by which

to be delivered

Not Applicable

(b) For the purpose of Section 4(a)(ii), other documents to be delivered are:-

Party required to

deliver document

Party A and Party B

Party A

Party B

Party B

Party B Form/Document/

Certificate

Evidence reasonably satisfactory to the other party as to the names, true signatures and authority of the officers or officials signing this Agreement or any Confirmation on its behalf

A copy of its annual report containing audited or certified financial statements for the most recently ended financial year

A copy of the Trading Manager Agreement resolution pursuant to which Party B authorises another party to act on its behalf in relation to this Agreement

A copy of relevant constitutional documents of Party B

An Opinion of counsel in form and substance satisfactory to Party A Date by which to be delivered

Upon execution of this Agreement and, if

requested, upon

execution of any

Confirmation Covered by

Section 3(d)

Representation

Yes

Upon request, as soon Yes

as publicly available

Upon request

Upon request

Upon Request Yes

Yes

No

22

Execution copy

Part 4

Miscellaneous

(a) Addresses for Notices: For the purpose of Section 12(a):

Notwithstanding Section 12(a) of the Agreement all notices including those to be given under Section 5 or 6

may be given by facsimile transmission.

(I) Party A:

(1) Address for notices or communications to Party A:

Address: Credit Suisse First Boston (Europe) Limited

One Cabot Square
London E14 40J
England

Attention: (A) Head of Credit Risk Management;
(B) Global Head of OTC Operations - Operations Department;
(C) General Counsel Europe - Legal and Compliance Department
(2) For the purpose of facsimile notices or communications under this Agreement:

Facsimile: +44 (0) 207 888 2686

Attention: General Counsel Europe - Legal and Compliance Department
Telephone number for oral confirmation of receipt of facsimile in legible form under this

Agreement: +44 (20) 7888 4465. Designated responsible employee for the purposes of Section

12(a)(iii): Senior Legal Secretary.

With a copy to:

Facsimile: +44(0) 207 888 3715

Attention: Head of Credit Risk Management

With a copy to:

Facsimile: +44 (0) 207 888 9503

Attention: Global Head of OTC Operations - Operations Department.

(ii) Party B:

Address: Financial Trust Company, Inc. Attention: Richard Potapchuck
do Highbridge Capital Management, LLC

9 West 57th Street, 27th Floor

New York, NY 10019

Telephone No: (212) 751-1050

(For all purposes.)

(b) Process Agent. For the purpose of Section 13(c): Facsimile No: (212) 755-3897

Party A appoints as its Process Agent: Credit Suisse First Boston LLC,
Eleven Madison Avenue, New York,
NY10010 (Attention: -General Counsel, Legal and Compliance Department)

Party B appoints as its Process Agent: Not applicable

(c) Offices. The provisions of Section 10(a) will apply to this Agreement.

(d) Multibranch Party. For the purpose of Section 10(c);

Party A is not a Multibranch Party.

23

Execution copy

Party B is not a Multibranch Party.

(e) Calculation Agent. The Calculation Agent is Party A unless otherwise agreed in a Confirmation in relation to the relevant Transaction. The Calculation Agent is Party A unless an Event of Default has occurred and is continuing with respect to Party A or otherwise specified in a Confirmation in relation to the relevant Transaction, in which case Party B is the Calculation Agent. All determinations by the Calculation Agent will be made in good faith and in a reasonably commercial manner and are subject to agreement by Party A and Party B. If Party A and Party B are unable to

agree, each of them agrees
to be bound by the determinations and calculations of a leading independent
dealer in derivatives
selected by agreement between Party A and Party B within one business Day of
such disagreement,
(the. Substitute Calculation Agent), whose fees and expenses, if any, shall
be met equally by both
parties. If Party A and Party B are unable to agree on a Substitute
Calculation Agent, each of Party A
and Party B shall elect an independent dealer in derivatives and such
dealers shall agree on a third
party, who shall be deemed to be the Substitute Calculation Agent.

(f) Credit Support Document. Details of any Credit Support Document:

(i) The guarantee made by Credit Suisse ("the Guarantee") pursuant to which
Credit Suisse has
guaranteed, among other things, the obligations of Credit Suisse First
Boston (Europe) Limited in
respect of all Specified Transactions, as defined therein.

(ii) The ISDA Credit Support Annex attached hereto and forming an integral
part hereof.

(9) Credit Support Provider

Credit Support Provider means in relation to Party A: Credit Suisse

Credit Support Provider means in relation to Party B: None

(h) Governing Law. This Agreement will be governed by and construed in
accordance the laws of the State

of New York without reference to choice of law doctrine and each party
hereby submits to the jurisdiction
of the Courts of the State of New York.

(i) Netting of Payments. Section 2(c)(ii) of this Agreement will not apply
to any Transactions from the
date of this Agreement. Nevertheless, to reduce settlement risk and
operational costs, the parties
agree that they will endeavour to net across as many Transactions as
practicable wherever the parties
can administratively do so.

(j) Affiliate. Affiliate will have the meaning specified in Section 14 with
respect to Part A and Party B but
with respect to Party B will not include Highbridge Capital Management, LLC
(HCM,,) and each of
HCM's affiliates.

24

Execution copy

Part 5

Other Provisions

(a) Scope of Agreement. Any Specified Transaction (whether now existing or
hereafter entered into)
between the parties, the confirmation of which fails by its terms expressly
to exclude application of this
Agreement, shall be governed by and be subject to this Agreement. Any such
confirmation shall be a
Confirmation,, and any such Specified Transaction shall be a, Transaction,,

for all purposes of this Agreement.

(b) Definitions. Unless otherwise specified in a Confirmation, this Agreement and each Transaction between the parties are subject to the 2000 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc. (the "2000 Definitions"), and will be governed in all relevant respects by the provisions set forth in the 2000 Definitions, without regard to any amendment to the 2000 Definitions subsequent to the date hereof. The provisions of the 2000 Definitions are incorporated by reference in and shall be deemed a part of this Agreement, except that references in the 2000 Definitions to a "Swap Transaction" shall be deemed references to a "Transaction" for purposes of this Agreement.

(c) Confirmations. Each Confirmation shall be substantially in the form of one of the Exhibits to the 2000 Definitions or in any other form that is published by the International Swaps and Derivatives Association, Inc. Or in such other form as the parties may agree.

(d) Independent Reliance. The parties agree to amend Section 3 of this Agreement by the addition of the following provision at the end thereof and marked as subsection (g).
"(g) Independent Reliance. It is entering into this Agreement and will enter into each Transaction in reliance upon such tax, accounting, regulatory, legal, and financial advice as it deems necessary and not upon any view expressed by the other party."

(e) Change of Account. Section 2(b) of this Agreement is hereby amended by the addition of the following after the word "delivery" in the first line thereof:-
"to another account in the same legal and tax jurisdiction as the original account"

(f) Escrow Payments. If (whether by reason of the time difference between the cities in which payments are to be made or otherwise) it is not possible for simultaneous payments to be made on any date on which both parties are required to make payments hereunder, either party may at its option and in its sole discretion notify the other party that payments on that date are to be made in escrow. In this case deposit of the payment due earlier on that date shall be made by 2:00 p.m. (local time at the place for the earlier payment) on that date with an escrow agent selected by the notifying party, accompanied by irrevocable payment instructions (i) to release the deposited payment to the intended recipient upon receipt by the escrow agent of the required deposit of the corresponding payment from the other party on the same date accompanied by irrevocable payment instructions to the same effect or

(ii) if the required deposit of the corresponding payment is not made on that same date, to return the payment deposited to the party that paid it into escrow. The party that elects to have payments made in escrow shall pay all costs of the escrow arrangements.

(9) Set-off. Without affecting the provisions of this Agreement requiring the calculation of certain net payment amounts, all payments under this Agreement will be made without set-off or counterclaim; provided, however, that upon the designation of any Early Termination Date, in addition to and not in limitation of any other right or remedy (including any right to set-off, counterclaim, or otherwise withhold payment) under applicable law: the Non-defaulting Party or the party that is not the Affected Party (in either case, "X") may, without prior notice to any person, set off any sum or obligation (whether or not arising under this Agreement, whether matured or unmatured and irrespective of the currency, place of payment or booking office of the sum or obligation) owed by the Defaulting Party or Affected Party (in either case, "Y") to X or to any Affiliate of X, against any sum or obligation (whether or not arising under this Agreement, whether matured or unmatured and irrespective of the currency, place of payment or booking office of the sum or obligation) owed by X or any Affiliate of X to Y, and, for this purpose, may convert one currency into another. If any

25

Execution copy

sum or obligation is unascertained, X may in good faith estimate that sum or obligation and set off in respect of that estimate, subject to X or Y, as the case may be, accounting to the other party when such sum or obligation is ascertained.

Nothing in this Agreement shall be effective or deemed to create any charge under English law.

(h) Recording of Conversation. Each party to this Agreement acknowledges and agrees to the tape recording of conversations between the parties to this Agreement whether by one or other or both of the parties.

(i) Investment Manager as Agent. Party B represents and warrants that Highbridge Capital Management, LLC (the "Trading Manager") has the full power and authority to commit Party B to Transactions and conclude such Transactions on Party B's behalf on such terms and conditions as the Trading Manager may determine in its absolute discretion. Unless previously notified in writing by Party B, Party A may rely

on all representations and warranties of and actions by the Trading Manager in relation to any such Transactions. For these purposes, Party B agrees to fully and unconditionally indemnify Party A for any and all losses, damages, costs and expenses directly sustained by Party A (including those incurred in unwinding any relevant hedging transactions) by reason of (i) its bona fide reliance on the appointment by Party B of the Trading Manager as Party B's agent to enter into Transactions on its behalf, irrespective of the invalidity, unenforceability, termination or revocation of such appointment (unless previously notified in writing by Party B) or breach by the Trading Manager of its terms or (ii) as a direct result of Party A's bona fide reliance upon the instructions, actions or ostensible authority of the Trading Manager.

(j) Credit Suisse First Boston Corporation as Agent. If Party A with respect to any Transaction hereunder, is relying on Rule 15a-6 ("Rule 15a-6") under the Securities Exchange Act of 1934 (the "Exchange Act") the following terms and conditions shall apply to such Transaction:

(1) Credit Suisse First Boston Corporation, as a broker -dealer registered with the U.S. Securities and Exchange Commission ("SEC"), will arrange such Transaction as facilitating agent for each of the parties and will be responsible to the extent required under Rule 15a-6, for (a) effecting such Transaction, on behalf of Party A, (b) issuing all required confirmations and statements to Buyer and Seller in compliance with Rule 15c3-1 under the Securities Exchange Act of 1934 (the "Exchange Act"), (c) maintaining books and records relating to such Transaction as required by Rules 17a-3 and 17a-4 under the Exchange Act, and (d) if requested by Party A or Party B receiving, delivering and safeguarding such party's funds and securities in connection with such Transaction in compliance with Rule 15c3-3 under the Exchange Act. Notwithstanding the foregoing, the parties agree that Credit Suisse First Boston Corporation shall not be deemed by virtue of its role as facilitating agent hereunder to be holding any Securities on behalf of either party.

(ii) Regardless of whether Party A is relying on Rule 15a-6 with respect to any Transaction hereunder, Credit Suisse First Boston Corporation is participating in such Transaction solely as facilitating agent for the parties. Credit Suisse First Boston Corporation shall have no

responsibility or personal liability to either party arising from any failure by a party to pay or perform any obligations hereunder, or to monitor or enforce compliance by a party with any obligation hereunder, including, without limitation, any obligation to maintain margin. Each party agrees to proceed solely against the other to collect or recover any securities or moneys owing to it in connection with or as a result of such Transaction or otherwise hereunder. Credit Suisse First Boston Corporation shall otherwise have no liability in respect of this Agreement or such Transaction except for its gross negligence or wilful misconduct, or its failure to comply with applicable U.S. securities laws and regulations, in performing its duties as facilitating agent hereunder.

(k) Definitions. Section 14 shall be amended by including the following definition:

"Net Asset Value" is determined by aggregating the value of all securities and other assets of a party including assets in foreign currencies converted into U.S. Dollars and subtracting all of a party's liabilities based on the accrual method of accounting.

26

Execution copy

(I) Waiver of Right to Trial by Jury. Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or proceeding relating to this Agreement or any Credit Support Document. Each party (i) certifies that no representative, agent or attorney of the other party or any Credit Support Provider has represented, expressly or otherwise, that such other party would not, in the event of such a suit action or proceeding, seek to enforce the foregoing waiver and (ii) acknowledges that it and the other party have been induced to enter into this Agreement and provide for any Credit Support Document, as applicable by, among other things, the mutual waivers and certifications in this Section.

(m) Limited Recourse Language Notwithstanding anything to the contrary contained in this Agreement or any schedule, addendum, confirmation or other document issued or delivered in connection with any Transaction entered into under this Agreement, except as provided in (c) below, any amounts owed or liabilities incurred by Party B, in respect of any Transaction entered into under this Agreement, may be satisfied solely from those assets of Party B that are subject to the investment discretion of the

Investment Adviser. Without limiting the generality of the foregoing, in no event shall Party A, or any of its affiliates have recourse whether by setoff or otherwise, with respect to any such amounts owed or liabilities incurred, to or against (a) any assets of any person or entity (including, without limitation, any person or entity whose account is under the management of the Investment Adviser) other than those assets of Party B that are subject to the investment discretion of the Investment Adviser and except as provided in (c) below, (b) any assets of any affiliates of Party B, or (c) any assets of the Investment Adviser (except to the extent that the Investment Adviser has committed fraud, gross negligence or acted outside of the investment authority of the Investment Adviser and Party A or Party B are injured thereby).

(n) Party B Right to Terminate. Party B, which shall be the sole Affected Party, may in its sole discretion and at any time, terminate a Transaction by providing notice to Party A which designates as an Early Termination Date (with respect to the sole Affected Transaction only) a day not earlier than the day such notice is effective. In addition to the manners of notice provided under Section 12(a) of the Agreement, Party B may provide such notice of Termination to Party A orally (Attention: Head of Credit Risk Management, CSFBEL). Such oral notice will be deemed effective when given if such day is a Local Business Day or, if such day is not a Local Business Day, the next Local Business Day. The transaction so designated shall be the only Affected Transaction.

(o) Basket Swap Terms. Attached hereto and made a part hereof is the 2001 Basket Swaps (Standard Terms).

(P) Physical Delivery of Shares or Bonds. Attached hereto and made part hereof is the Addendum to Schedule to 1992 ISDA Master Agreement relating to Physical Delivery of Shares or Bonds.

27

Execution copy

Addendum to Schedule to ISDA 1992 Master Agreement

Part 6

Physical Delivery of Shares or Bonds

Notwithstanding anything to the contrary in this Agreement, the following provisions will apply for the purposes of any Transaction, which contemplates by its terms the physical delivery of shares, participation certificates, or other equity securities 1 Shares,) or the physical delivery of any bonds or other debt securities ("Bonds"):

(i) Payment and Delivery

Section 2 of this Agreement is hereby amended as follows:

(a) Section 2(b) is amended by the substitution of "ten Local Business Days" for "five Local Business Days";

(b) The following provision shall be included as Section 2(f):

Dividends, Coupons and Expenses on Delivery: All dividends on the Shares or coupons on the Bonds to be delivered shall be payable to and all costs and expenses incurred in connection with the delivery of Shares or Bonds (including, without prejudice to Section 2(d), any Tax or Stamp Tax and

any interest or penalties payable in connection therewith) shall be payable by

the party who would customarily receive such dividend or coupon or bear such costs or expenses under a contract for the purchase of the Shares or Bonds, as appropriate, by the deliverer through the clearance system specified in the

relevant Confirmation."

(ii) Default Interest

If, prior to the occurrence or effective designation of an Early Termination Date in respect of this

Transaction, a party defaults in the performance of any obligation required to be settled by

delivery, it will indemnify the other party on demand, in accordance with the practice of the

principal market for the Shares or the Bonds, for any costs, losses or expenses (including the

costs of borrowing such Shares or Bonds, if applicable) from such default. A certificate signed by

the deliverer setting out such costs, losses or expenses in reasonable detail shall be conclusive

evidence that they have been incurred.

(iii) Representations

In addition to the representations made pursuant to Section 3 of this Agreement, each party

represents to the other party that at the time of delivery of any Shares or any Bonds to the other

party pursuant to this Agreement it possesses full legal and beneficial title thereto and it is

delivering the same free and clear of any lien, claim, encumbrance or security interest of any kind

whatsoever created by the deliverer.

(iv) Amendments to Section 14 of the Agreement

The definition of "Tax" in Section 14 of the Agreement is amended by the addition of "or delivery"

after "of any payment".

(v) Agreements

Section 4(e) is amended by adding the words "Subject to Section 2(f), where in respect of a

Transaction, performance under this Agreement consists in a delivery of Shares or Bonds, and,

before "subject to Section 11 ..." in line 1.

28

Execution copy

IN WITNESS WHEREOF the parties have executed this document on the respective dates specified below with

effect from the date specified on the first page of this document.

CREDIT SUISSE FIRST BOSTON (EUROPE) LIMITED FINANCIAL TRUST COMPANY, INC.

By: By:

Name: Name:

Title: Title:

Date: Date:

By: By:

Name: Name:

Title: Title:

Date: Date: c"-1 a sic,

29