

Execution Copy
Schedule
to the
Master Agreement

dated as of May 19, 2005

between

Credit Suisse First Boston International, and Financial Trust Company, Inc.,
a limited company incorporated An United States Virgin Islands corporation
under the laws of England and Wales

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

In this Agreement:-

(a) (a) Specified Entity. Part 1

Termination Provisions

"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.

(b) Specified Transaction.

Agreement. "Specified Transaction" will have the meaning specified in
Section 14 of this

(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,
surviveig 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:

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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 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.

(f) 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
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: 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.

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

- (i) Party A makes no Payee Tax Representations.
- (ii) Party B makes no Payee Tax Representations.

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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 Date by which to be delivered
Not Applicable 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 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

Party B A copy of relevant constitutional
documents of Party B

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

Covered by

Section 3(d)

Representation

Upon execution of this Yes

Agreement and, if

requested, upon

execution of any

Confirmation

Upon request, as soon Yes

as publicly available

Upon request

Upon request

Upon request Yes

Yes

No

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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 or electronic messaging system.

• (i) Party A:

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

Address: Credit Suisse First Boston International

One Cabot Square

London E14 4QJ

England

Attention: (A) Head of Credit Risk Management;

(B) Global Head of OTC Operations - Operations Department;

(C) General Counsel Europe - Legal and Compliance Department

Swift: Credit Suisse First Boston International CSFP GB2L

(2) For the purpose of facsimile notices or communications under this
Agreement:

Facsimile: [REDACTED]

Attention: General Counsel Europe - Legal and Compliance Department

Telephone number for oral confirmation of receipt of facsimile in legible
form under this Agreement:

[REDACTED] Designated responsible employee for the purposes of

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

With a copy to:

Facsimile:

Attention: Head of Credit Risk Management

With a copy to:

Facsimile:

Attention: Global Head of OTC Operations - Operations Department.

(ii) Party B:

Address: Financial Trust Company, Inc. Attention: Richard Potapchuck
c/o Highbridge Capital Management, LLC
th

9 West 57th Street, 27th Floor

New York, NY 10019

Telephone No:

(For all purposes.)

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

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)
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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.

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.

(0 Credit Support Document. Details of any Credit Support Document:

(i) 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: None

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.

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 Highbrige Capital Management, LLC ("HCM") and each of HCM's

affiliates.

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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).

"(9) 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:

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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 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) 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.

(k) 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.

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, CSFBi). 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.

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(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) 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.

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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 ("Shares") or the physical delivery of any bonds or other debt securities ("Bonds"):

Payment and Delivery

Section 2 of this Agreement is hereby amended as follows:

(a) Sectbn 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):
"(f)

(ii) Default Interest 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."

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.

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 deliveror.

(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

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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.

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IN W ITNESS 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 INTERNATIONAL FINANCIAL TRUST COMPANY, INC.

By: By:

Name: Name. -7--

• J

Title: Title: Pv-e s

Date: Date:

By: By: By:

Name: Name:

Title: Title:

Date: Date:

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