

(Multicurrency – Cross Border)

ISDA®

International Swap Dealers Association, Inc.

MASTER AGREEMENT

dated as of May 19, 2005

Credit SIAISSO First .aPQn.(urQp*UrnKcJ andFinancial Trust
Company, Inc..

have entered and/or anticipate entering into one or more transactions (each
a "Transaction") that are or will
be governed by this Master Agreement, which includes the schedule (the
"Schedule"), and the documents
and other confirming evidence (each a "Confirmation") exchanged between the
parties confirming those
Transactions.

Accordingly, the parties agree as follows: –

1. Interpretation

(a) Definitions. The terms defined in Section 14 and in the Schedule will
have the meanings therein
specified for the purpose of this Master Agreement.

(b) Inconsistency. In the event of any inconsistency between the provisions
of the Schedule and the
other provisions of this Master Agreement, the Schedule will prevail. In the
event of any inconsistency
between the provisions of any Confirmation and this Master Agreement
(including the Schedule), such
Confirmation will prevail for the purpose of the relevant Transaction.

(c) Single Agreement. All Transactions are entered into in reliance on the
fact that this Master
Agreement and all Confirmations form a single agreement between the parties
(collectively referred to as
this "Agreement"), and the parties would not otherwise enter into any
Transactions.

2. Obligations

(a) General Conditions.

(i) Each party will make each payment or delivery specified in each
Confirmation to be made by
it, subject to the other provisions of this Agreement.

(ii) Payments under this Agreement will be made on the due date for value on
that date in the place
of the account specified in the relevant Confirmation or otherwise pursuant
to this Agreement, in
freely transferable funds and in the manner customary for payments in the
required currency. Where
settlement is by delivery (that is, other than by payment), such delivery
will be made for receipt on
the due date in the manner customary for the relevant obligation unless
otherwise specified in the
relevant Confirmation or elsewhere in this Agreement.

(iii) Each obligation of each party under Section 2(a)(i) is subject to (1)
the condition precedent
that no Event of Default or Potential Event of Default with respect to the

other party has occurred and is continuing, (2) the condition precedent that no Early Termination Date in respect of the relevant Transaction has occurred or been effectively designated and (3) each other applicable condition precedent specified in this Agreement.
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value of that which was (or would have been) required to be delivered as of the originally scheduled date for delivery, in each case together with (to the extent permitted under applicable law) interest, in the currency of such amounts, from (and including) the date such amounts or obligations were or would have been required to have been paid or performed to (but excluding) such Early Termination Date, at the Applicable Rate. Such amounts of interest will be calculated on the basis of daily compounding and the actual number of days elapsed. The fair market value of any obligation referred to in clause (b) above shall be reasonably determined by the party obliged to make the determination under Section 6(e) or, if each party is so obliged, it shall be the average of the Termination Currency Equivalents of the fair market values reasonably determined by both parties.

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.

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