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Elections and Variables

to the ISDA Credit Support Annex

dated as of May 19, 2005

between

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

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

Paragraph 13. Elections and Variables

(a) Security Interest for "Obligations".

The term "Obligations" as used in this Annex includes the following additional obligations:

With respect to Party A: None.

With respect to Party B: None.

(b) Credit Support Obligations.

(i) Delivery Amount, Return Amount and Credit Support Amount.

(A) "Delivery Amount" has the meaning specified in Paragraph 3(a).

(B) "Return Amount" has the meaning specified in Paragraph 3(b).

(C) "Credit Support Amount" has the meaning specified in Paragraph 3.

(ii) Eligible Collateral.

On any date, the following items will qualify as "Eligible Collateral" for each party:

Valuation

Percentage

(A) Cash 100%

(B) negotiable debt obligations issued after 18 July 1984 by the Treasury Department of the Government of the United States of America having a residual maturity as at the date of Transfer of less than one year

(C) negotiable debt obligations issued after 18 July 1984 by the Treasury Department of the Government of the United States of America having a residual maturity as at the date of Transfer equal to or greater than one year but less than 5 years

(D) negotiable debt obligations issued after 18 July 1984 by the Treasury Department of the Government of the United States of America having a residual maturity as at the date of Transfer equal to or greater than 5 years but less than 10 years

11

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(E) In respect of a party, such other assets as the other Such party may, from time to time, specify in writing as percentage qualifying as Eligible Collateral for the purpose of this as shall, from Annex (provided that any such assets shall cease to time to time, qualify as Eligible Collateral if such other party be specified subsequently specifies in writing that they shall no by the other longer qualify as Eligible Collateral). For the party as avoidance of doubt there are no assets, which, as of applying to the date of this Annex, qualify as Eligible Collateral such Eligible

for either party. Collateral

(iii) Other Eligible Support.

With respect to a party, such Other Eligible Support as the other party may from time to time specify

in writing as qualifying as "Other Eligible Support" and for the avoidance of doubt there are no

items that qualify as Other Eligible Support for either party as of the date of this Annex.

(iv) Thresholds.

(A) "Independent Amount" means with respect to Party A: Zero.

"Independent Amount" means with respect to Party B: Zero.

(B) "Threshold" means with respect to Party A: Zero.

"Threshold" means with respect to Party B: Zero.

(C) "Minimum Transfer Amount" means with respect to Party A: \$250,000

"Minimum Transfer Amount" means with respect to Party B: \$ 250,000

(D) Rounding. The Delivery Amount and the Return Amount will be rounded up and down

respectively to the nearest integral multiple of \$10,000.

(c) Valuation and Timing.

(i) "Valuation Agent" means Party A.

(ii) "Valuation Date" means each Local Business Day, which, if treated as a Valuation Date, would

result in a Delivery Amount or Return Amount greater than zero.

(iii) "Valuation Time" means the close of business in the city of the Valuation Agent on the Local

Business Day before the Valuation Date or date of calculation, as applicable, provided that the

calculations of Value and Exposure will be made as of approximately the same time on the same

date.

(iv) "Notification Time" means 4:00 p.m., London time, on a Local Business Day.

(d) Conditions Precedent and Secured Party's Rights and Remedies.

(i) Subject to Paragraphs 13(d)(ii) and 13(d)(iii), for the purposes of this Annex the following events will

each be a "Specified Condition" for the party specified (that party being the Affected Party if

the event occurs with respect to that party):

Party A Party B

- Illegality x x

- Credit Event Upon Merger x x

- Additional Termination Event: N/A x

(ii) For the purposes of sub -Paragraphs 4(a)(ii), 8(a)(2) and 8(b), the words "Specified

Condition" shall be deleted and the words "Termination Event" shall be substituted therefor

12

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and provided further that for the purposes of Paragraph 8(b) the words "or been designated"

shall be deleted in their entirety;

(iii) For the purposes of sub -Paragraph 8(a)(1) the words "Specified Condition" shall be deleted in their entirety.

(e) Substitution.

"Substitution Date" has the meaning specified in Paragraph 4(d)(ii).

• (ii) Consent. The Pledgor must obtain the Secured Party's prior consent to any substitution pursuant to Paragraph 4(d) and shall give to the Secured Party not less than two (2) Local Business Days notice thereof specifying the items of Posted Credit Support intended for substitution.

(iii) Return Procedure. In Paragraph 4(d)(ii) the words,, not later than the Local Business Day following, shall be deleted and replaced with the words, as soon as practical after,.

(f) Dispute Resolution.

(0 "Resolution Time" means 4:00 p.m., London time, on the Local Business Day following the date on

which the notice of the dispute is given under Paragraph 5.

(ii) Value. For the purpose of Paragraphs 5(i)(C) and 5(ui), on any date, the Value of Eligible Collateral

and Posted Collateral will be calculated as follows:

(A) with respect to any Cash; the amount thereof;

(B) with respect to any Eligible Collateral comprising securities; the sum of (a)(x) the last bid

price on such date for such securities on the principal national securities exchange on which

such securities are listed, multiplied by the applicable Valuation

Percentage or (y) where any

such securities are not listed on a national securities exchange, the bid price for such

securities quoted as at the close of business on such date by any principal market maker for

such securities chosen by the Valuation Agent, multiplied by the applicable Valuation

Percentage or (z) if no such bid price is listed or quoted for such date, the last bid price

listed or quoted (as the case may be), as of the day next preceding such date on which such

prices were available; multiplied by the applicable Valuation Percentage; plus (b) the accrued

interest on such securities (except to the extent that such interest shall have been paid to

the Pledgor pursuant to Paragraph 6(d)(ii) or included in the applicable price referred to in

subparagraph (a) above) as of such date; and

(C) with respect to any Eligible Collateral other than Cash and securities; the fair market value of

such Eligible Collateral on such date, as determined in any reasonable manner chosen by

the Valuation Agent, multiplied by the applicable Valuation Percentage.

(iii) Alternative.

The provisions of Paragraph 5 will apply, provided that the obligation of the appropriate party to deliver the undisputed amount to the other party will not arise prior to the time that would otherwise have applied to the Transfer pursuant to, or deemed made, under Paragraph 3 if no dispute had arisen.

(g) Holding and Using Posted Collateral.

(0 Eligibility to Hold Posted Collateral; Custodians.

Party A or its Custodian will be entitled to hold Posted Collateral pursuant to Paragraph 6(b); provided that

(1) whichever of Party A or its Custodian that is holding Posted Collateral, shall at all times

either have a long term debt or deposit rating of at least A- from Standard & Poor's Ratings

Group, a division of McGraw-Hill Inc. and at least A3 from Moody's Investors Service, Inc.

(or their respective successors) or have net capital in excess of US\$500 million;

13

(2)

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the Custodian for Party A shall first be approved by Party B; and if it is Party A that is holding Posted Collateral, Party A is not a Defaulting Party.

Initially, the Custodian for Party A is: to be determined.

Party B or its Custodian will be entitled to hold Posted Collateral pursuant to Paragraph 6(b);

provided that

(1) whichever of Party B or its Custodian that is holding Posted Collateral, shall at all times have

a long term debt or deposit rating of at least A- from Standard & Poor's Ratings Group, a

division of McGraw-Hill Inc. and at least Baal from Moody's Investors Service, Inc. (or their

respective successors) or have net capital in excess of US\$500 million;

(2) the Custodian for Party B shall first be approved by Party A and shall be an account holder

in the US Federal Reserve System; and

(3) if it is Party B that is holding Posted Collateral, Party B is not a Defaulting Party;

Initially, the Custodian for Party B is: to be determined.

(ii) Use of Posted Collateral.

The provisions of Paragraph 6(c) will apply to Party A and Party B.

(h) Distributions and Interest Amount.

(0 Interest Rate. The "Interest Rate" will be, the effective rate for Federal Funds, as published on

Telerate Page 118, provided that if, for any reason, Telerate Page 118 should be unavailable the

Interest Rate shall be such rate as the Transferee shall reasonably

determine.

(ii) Transfer of Interest Amount. The Transfer of the Interest Amount will be made on the second Local Business Day following the end of each calendar month, to the extent that a Delivery Amount would not be created or increased by that transfer, and on any Local Business Day on which all Posted Collateral in the form of Cash is Transferred to the Pledgor pursuant to Paragraph 3(b).

(iii) Alternative to Interest Amount. The provisions of Paragraph 6(d)(ii) will apply and for the purposes of calculating the Interest Amount the amount of interest calculated for each day of the Interest Period shall be compounded daily.

(i) Additional Representation(s).

There are no additional representations by either party.

(j) Other Eligible Support and Other Posted Support.

(i) "Value" with respect to Other Eligible Support and Other Posted Support shall have such meaning as the parties shall agree in writing from time to time.

(ii) "Transfer" with respect to Other Eligible Support and Other Posted Support shall have such meaning as the parties shall agree in writing from time to time.

(k) Demands and Notices.

All demands, specifications and notices under this Annex will be made pursuant to the Notices Section of this Agreement, save that any demand, specification or notice: (0 shall be given to or made at the following addresses:

14

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If to Party A:

If to Party B: Address: One Cabot Square
London E14 40J

England

Telephone: [REDACTED]

Facsimile: [REDACTED]

Attention: Enterprise Collateral Management

Address: Financial Trust Company, Inc.

c/o Highbridge Capital Management, LLC

9 West 57" Street, 27th Floor

New York, NY 10019

Telephone: [REDACTED]

Facsimile: [REDACTED]

Attention: Richard Potapchuk

or at such other address as the relevant party may from time to time designate by giving notice (in accordance with the terms of this paragraph) to the other party;

(ii) shall (unless otherwise stated in this Annex) be deemed to be effective at the time such notice is actually received unless such notice is received on a day which is not a Local Business Day or after

the Notification Time on any Local Business Day in which event such notice shall be deemed to be effective on the next succeeding Local Business Day.

(I) Addresses for Transfers.

To Party A: To be notified to Party B by Party A at the time of the request for the Transfer.

(ii) To Party B: To be notified to Party A by Party B at the time of the request for the Transfer.

(m) Other Provisions.

Additional Definitions

As used in this Annex:

"Equivalent Collateral means, with respect to any security constituting Posted Collateral, a security of the same issuer and, as applicable, representing or having the same class, series, maturity, interest rate, principle amount or liquidation value and such other provisions as are necessary for that security and the security constituting Posted Collateral to be treated as equivalent in the market for such securities.

"Local Business Day means: (i) any day on which commercial banks are open for business

(including dealings in foreign exchange and foreign currency deposits) in London, and (ii) in relation to

a Transfer of Eligible Collateral, a day on which the clearance system agreed between the parties for

the delivery of Eligible Collateral is open for acceptance and execution of settlement instructions (or in

the case of a Transfer of Cash or other Eligible Collateral for which delivery is contemplated by other

means, a day on which commercial banks are open for business (including dealings for foreign exchange and foreign deposits) in New York and such other places as the parties shall agree).

(ii) Transfer Timing

(a) Paragraph 4(b) shall be deleted and replaced in its entirety by the following paragraph:

Subject to Paragraphs 4(a) and 5 and unless otherwise specified, if a demand for the

Transfer of Eligible Credit Support or Posted Credit Support is made by the Notification

15

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Time, then the relevant Transfer will be made not later than the close of business on the

second Local Business Day thereafter; if a demand is made after the Notification Time then

the relevant Transfer will be made not later than the close of business on the third Local

Business Day thereafter,.

(b) Paragraph 6(d)(1) shall be amended so that the reference therein to, the

following Local

Business Day,, shall be replaced by reference to

„ the second Local Business Day

thereafter,.

(iii) Events of Default

Paragraph 7 shall be amended so that the references in Paragraph 7(i),

Paragraph 700 and

Paragraph 7(iii) to two Local Business Days,, five Local Business Days, and

„ thirty days,

respectively, shall instead be replaced by. one Local Business Day,,, three

Local Business Days, and

ten Local Business Days, respectively.

(iv) Return of Fungible Securities

In lieu of returning to the Pledgor pursuant to Paragraphs 3(b), 4(d), 5 and

8(d) any Posted Collateral

comprising securities the Secured Party may return Equivalent Collateral.

(v) Covenants of the Pledgor

So long as the Agreement is in effect, the Pledgor covenants that it will

keep the Posted Collateral

free from all security interests or other encumbrances created by the

Pledgor, except the security

interest created hereunder and any security interests or other encumbrances

created by the Secured

Party; and will not sell, transfer, assign, deliver or otherwise dispose of,

or grant any option with

respect to any Posted Collateral or any interest therein, or create, incur

or permit to exist any pledge,

lien, mortgage, hypothecation, security interest, charge, option or any

other encumbrance with

respect to any Posted Collateral or any interest therein, without the prior

written consent of the

Secured Party.

(vi) Costs of Transfer on Substitution

Notwithstanding Paragraph 10(a), the Pledgor will be responsible for, and

will reimburse the Secured

Party for, all transfer and other taxes and other costs involved in the

Transfer of Collateral either from

the Pledgor to the Secured Party (or any agent or custodian for safekeeping

of the Secured Party) or

from the Secured Party (or any agent or custodian for safekeeping of the

Secured Party) to the

Pledgor pursuant to Paragraph 4(d).

(vii) Holding Collateral

Each party or its Custodian will hold the other party's Posted Collateral in

an account in the name of

the other party and in such a manner that the Posted Collateral so held

shall be readily identifiable, on

the books and records of the first party or its Custodian as owned by the

other party.

(viii) Security and Performance Assurance

Eligible Collateral Transferred to the Secured Party:

if in the form of Cash, is not, and shall not be deemed to be,, client money, for the purposes of the Securities and Futures Authority Client Money and Custody Rules (the, Rules,), as amended from time to time, and as a consequence such Cash will not be segregated from that of the Secured Party, will be used by the Secured Party in the ordinary course of its business and will not be subject to the protections

16

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(ii) constitutes security and performance assurance without which the Secured Party

would not otherwise enter into and continue any and all Transactions.

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:

Name:

Title:

Date: "Pre_

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17