

DEMAND PROMISSORY NOTE

US\$108,000,000

New York, New York
October 23, 2006

ON DEMAND, the undersigned, D.B. ZWIRN SPECIAL OPPORTUNITIES FUND, L.P., a Delaware limited partnership (the "Borrower"), HEREBY PROMISES TO PAY to D.B. ZWIRN SPECIAL OPPORTUNITIES FUND, LTD., a Cayman Islands company (together with its registered assigns, the "Lender"), (i) the outstanding principal amount of the Loan (as defined below), payable on the earlier to occur of (a) written demand by the Lender and (b) December 31, 2006 (such earlier date, the "Maturity Date"), and (ii) interest, compounded monthly, on the principal amount of the Loan from time to time outstanding, from the date of such Loan until paid in full, at a rate per annum equal to the greater of (x) the Federal Funds Rate (as defined below) plus 0.25% and (y) the AFR Rate (as defined below), payable at maturity or, if earlier, upon written demand.

As used herein:

"AFR Rate" means the short-term monthly interest rate published by the U.S. Treasury to calculate imputed interest charges.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required to close.

"Federal Funds Rate" means, for any period, a fluctuating interest rate per annum equal to, for each day during such period, the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by the Lender from three Federal funds brokers of recognized standing selected by it.

"Loan" means a loan made by the Lender to the Borrower on June 13, 2005, with the maximum aggregate principal amount of such Loan at any time being U.S.\$175,000,000, and which loan is outstanding as of the date hereof in the principal amount of U.S.\$108,000,000.

All interest shall be computed on the basis of a year of 360 days for the actual number of days (including the first day but excluding the last day) elapsed. Notwithstanding any other provision of this Note, interest paid or becoming due hereunder, or any document or instrument executed in connection herewith, shall in no event exceed the maximum rate permitted by applicable law.

The outstanding principal amount of the Loan and all payments made to the Lender on account of such principal may be noted by the Lender on Schedule I attached hereto; provided, however, that any error or omission by the Lender in this regard shall not affect the obligation of the Borrower to pay the full amount of the principal and interest under this Note.

Both principal and interest are payable in lawful money of the United States in immediately available funds by wire transfer to the Lender in accordance with the wire instructions attached hereto as Exhibit A, or such other wire transfer instructions as the Lender shall provide the Borrower from time to time in writing.

If any amount payable hereunder shall be due on a day other than a Business Day, such payment may be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of interest payable hereon.

The Borrower may, at its option, prepay the principal and/or accrued interest under this Note, in whole at any time or in part from time to time, without penalty or premium, provided that all payments made prior to the date of this Note shall be deemed applied only to the outstanding principal amount of the Loan and not to any interest accrued thereon.

The Borrower represents and warrants that this Note constitutes the legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms.

The Lender may at any time (in its sole and absolute discretion) (i) declare the outstanding principal amount of this Note and all other amounts due under this Note to be immediately due and payable, whereupon the outstanding principal amount of the Loan under this Note and all such other amounts shall become and shall be forthwith due and payable, without diligence, presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, and (ii) exercise any and all of its other rights under applicable law, under this Note.

No failure on the part of the Lender to exercise, and no delay in exercising, any right, power, privilege or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof by the Lender preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy of the Lender. No waiver of any provision of this Note, nor consent to any departure by the Borrower therefrom, shall in any event be effective unless the same shall be in writing and signed by the Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. This Note may be amended only pursuant to a written agreement executed by the Lender and the Borrower.

Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

This Note shall be binding upon and inure to each benefit of the Lender and the Borrower and their respective successors and, if permitted, their assigns. The Borrower shall not delegate any of its obligations under this Note without the prior written consent of the Lender. The Lender may assign or transfer this Note, or sell a participation interest herein, to any person without the consent of the Borrower.

In the case of any assignment or transfer of this Note, the Borrower shall maintain a register (the "Register") for the recordation of the names and addresses of the assignees of the

Lender and the principal amount of the Note (and stated interest thereon) (the "Registered Note"). The entries in the Register shall be conclusive and binding for all purposes, absent manifest error. The Registered Note may be assigned or transferred in whole or in part only by registration of such assignment or transfer on the Register. The Register shall be available for inspection by the Lender at any reasonable time and from time to time upon reasonable prior notice.

In the event that the Lender sells participations in this Note, the Lender shall, acting for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name of all participants in this Note and the principal amount (and stated interest thereon) of the portion of this Note that is the subject of the participation (the "Participant Register"). An interest in this Note may be participated in whole or in part only by registration of such participation on the Participant Register. The Participant Register shall be available for inspection by the Borrower at any reasonable time and from time to time upon reasonable prior notice.

Each of the Borrower and the Lender (by its acceptance hereof) hereby (i) irrevocably submits to the jurisdiction of any New York State or Federal court sitting in New York City in any action or proceeding arising out of or relating to this Note, (ii) waives any defense based on doctrines of venue or forum non conveniens, or similar rules or doctrines, and (iii) irrevocably agrees that all claims in respect of such an action or proceeding may be heard and determined in such New York State or Federal court. The Borrower and the Lender (by its acceptance hereof) mutually waive any right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Note.

This Note shall be governed by, and construed in accordance with, the laws of the State of New York.

D.B. ZWIRN SPECIAL OPPORTUNITIES
FUND, L.P.

By: D.B. Zwirn Partners, LLC,
its general partner

By: Zwirn Holdings, LLC,
its managing member

By


Name: David C. Lee
Title: Managing Director
Acting CFO

Exhibit A

Lender Payment Instructions

TO:	LaSalle Bank N.A. -- Chicago
SWIFT:	LASLUS44
ABA:	071-000-505
ACCOUNT NAME:	D.B. Zwirn Special Opportunities Fund, Ltd
ACCOUNT NUMBER:	721600
REF:	Greg Meyers

D.B. ZWIRN & CO., L.P.
745 Fifth Ave, 18th Floor
New York, New York 10151

October 31, 2006

D.B. Zwirn Special Opportunities Fund, L.P.
745 Fifth Avenue, 18th Floor
New York, New York 10151

Dear Sirs:

Reference is hereby made to that certain Demand Promissory Note, dated October 23, 2006, made by D.B. Zwirn Special Opportunities Fund, L.P. (the "Fund") in favor of D.B. Zwirn Special Opportunities Fund, Ltd., in the principal amount of \$108,000,000 (the "Note").

D.B. Zwirn & Co., L.P. (the "Manager") hereby agrees to reduce the amount of management fees payable by the Fund to the Manager after the date hereof and on or prior to January 31, 2007 (the "Period") by an aggregate amount equal to the lesser of (x) all interest incurred and paid by the Fund under the Note and (y) the aggregate amount of management fees that become payable during the Period.

Pursuant to a separate letter agreement dated the date hereof between D.B. Zwirn Partners, LLC (the "General Partner") and the Fund, the General Partner has agreed to reduce its incentive allocation payable during the Period by the excess, if any, of the amount calculated pursuant to clause (x) of the preceding paragraph over the amount calculated pursuant to clause (y) of the preceding paragraph (such excess amount being the "Shortfall Amount"). However, in the event that the incentive allocation payable to the General Partner during the Period is less than the Shortfall Amount (the excess, if any, of the Shortfall Amount over the incentive allocation payable to the General Partner during the Period being the "Remaining Shortfall Amount"), then the Manager hereby agrees to reduce the amount of management fees payable by the Fund to the Manager on each succeeding payment date after the Period until the aggregate amount of such reductions is equal to the Remaining Shortfall Amount.



This letter agreement shall be construed under and governed by the laws of the State of New York, and may be executed in any number of counterparts and by different parties on separate counterparts. Each of such counterparts shall be deemed to be an original, and all of such counterparts, taken together, shall constitute but one and the same agreement. Delivery of an executed counterpart of this letter by telefacsimile shall be equally effective as delivery of a manually executed counterpart.

Very truly yours,

D.B. ZWIRN & CO., L.P.

By: 

Name:

Title:

David C. Lee
Managing Director
Acting CFO

Acknowledged and Agreed:

D.B. ZWIRN SPECIAL OPPORTUNITIES FUND, L.P.

By: D.B. Zwirn Partners, LLC,
its general partner

By: 

Name:

Title:

D.B. ZWIRN PARTNERS, LLC
745 Fifth Ave, 18th Floor
New York, New York 10151

October 31, 2006

D.B. Zwirn Special Opportunities Fund, L.P.
745 Fifth Avenue, 18th Floor
New York, New York 10151

Dear Sirs:

Reference is hereby made to (i) that certain Demand Promissory Note, dated October 23, 2006, made by D.B. Zwirn Special Opportunities Fund, L.P. (the "Fund") in favor of D.B. Zwirn Special Opportunities Fund, Ltd., in the principal amount of \$108,000,000 (the "Note") and (ii) that certain letter dated October 23, 2006, from D.B. Zwirn & Co., L.P. (the "Manager") to the Fund (the "Manager Letter").

Pursuant to the Manager Letter, the Manager has agreed to reduce the amount of management fees payable by the Fund to the Manager after the date hereof and on or prior to January 31, 2007 (the "Period") by an aggregate amount equal to the lesser of (x) all interest incurred and paid by the Fund under the Note and (y) the aggregate amount of management fees that become payable during the Period. D.B. Zwirn Partners, LLC (the "General Partner") hereby agrees that, in the event that the amount calculated pursuant to clause (y) of the preceding sentence is less than the amount calculated pursuant to clause (x) of the preceding sentence (such difference being the "Shortfall Amount"), the General Partner shall reduce the amount of its incentive allocation payable by the Fund to the General Partner during the Period by an aggregate amount equal to the Shortfall Amount.

This letter agreement shall be construed under and governed by the laws of the State of New York, and may be executed in any number of counterparts and by different parties on separate counterparts. Each of such counterparts shall be deemed to be an original, and all of such counterparts, taken together, shall constitute but one and the same agreement. Delivery of an executed counterpart of this letter by telefacsimile shall be equally effective as delivery of a manually executed counterpart.

Very truly yours,

D.B. ZWIRN PARTNERS, LLC

By:

Name:

Title:


David Lee
Managing Director

D.B. Zwirn Special Opportunities Fund, L.P.

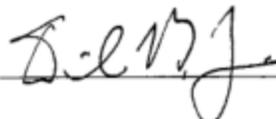
October 31, 2006

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Acknowledged and Agreed:

D.B. ZWIRN SPECIAL OPPORTUNITIES FUND, L.P.

By: D.B. Zwirn Partners, LLC,
its general partner

By: 
Name: _____
Title:

D.B. ZWIRN & CO., L.P.
745 Fifth Ave, 18th Floor
New York, New York 10151

October 31, 2006

D.B. Zwirn Special Opportunities Fund, Ltd.
745 Fifth Avenue, 18th Floor
New York, New York 10151

Dear Sirs:

Reference is hereby made to that certain Demand Promissory Note, dated October 23, 2006, made by D.B. Zwirn Special Opportunities Fund, L.P. in favor of D.B. Zwirn Special Opportunities Fund, Ltd. (the "Fund"), in the principal amount of \$108,000,000 (the "Note").

D.B. Zwirn & Co., L.P. (the "Manager") hereby agrees to reduce the amount of the incentive fees payable by the Fund to the Manager after the date hereof and on or prior to January 31, 2007 by an aggregate amount equal to (i) the rate per annum equal to the difference between (A) 50 basis points over the applicable interest rate paid by the Fund to borrow funds during the Relevant Periods and (B) the applicable interest rate on amounts outstanding under the Note during the Relevant Periods multiplied by (ii) the amounts outstanding under the Note during the Relevant Periods.

For the purposes of this letter agreement, "Relevant Periods" means each of (x) January 14, 2005 through February 4, 2005, (y) October 24, 2005 through January 9, 2006, and (z) January 12, 2006 through April 5, 2006.

This letter agreement shall be construed under and governed by the laws of the State of New York, and may be executed in any number of counterparts and by different parties on separate counterparts. Each of such counterparts shall be deemed to be an original, and all of such counterparts, taken together, shall constitute but one and the same agreement. Delivery of an executed counterpart of this letter by telefacsimile shall be equally effective as delivery of a manually executed counterpart.

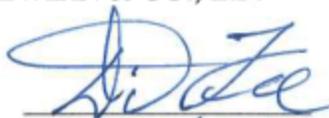
Very truly yours,

D.B. ZWIRN & CO., L.P.

By:

Name:

Title:


David Lee
Managing Director

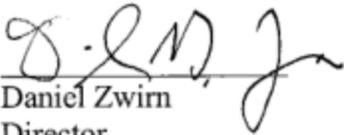
D.B. Zwirn Special Opportunities Fund, Ltd.

October 31, 2006

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Acknowledged and Agreed:

D.B. ZWIRN SPECIAL OPPORTUNITIES FUND, LTD.

By: 
Name: Daniel Zwirn
Title: Director