

SCHEDULE
to the
Master Agreement

dated as of October 3, 2001

between

Morgan Guaranty Trust
Company of New York
("Morgan")

and

Financial Trust Company, Inc.
(the "Counterparty")

Part 1

Termination Provisions

In this Agreement:

- (1) "Specified Entity":
 - (a) means, in relation to Morgan, any Affiliate of Morgan for purposes of Section 5(a)(v) and shall not apply for purposes of any other provision; and
 - (b) means, in relation to the Counterparty, any Affiliate of the Counterparty for purposes of Sections 5(a)(v), (vi) and (vii) and Section 5(b)(iv) and shall not apply for purposes of any other provision.
- (2) "Specified Transaction" will have the meaning specified in Section 14 of this Agreement.
- (3) The "Cross Default" provisions of Section 5(a)(vi) will apply to Morgan, the Counterparty and any applicable Specified Entity of the Counterparty, and for such purpose:
 - (a) "Specified Indebtedness" will have the meaning specified in Section 14 of this Agreement.
 - (b) "Threshold Amount" means (i) in relation to Morgan, an amount equal to 3 percent of the total stockholders' equity of Morgan (as specified from time to time in the most recently published audited consolidated accounts of J.P. Morgan Chase & Co.) and (ii) in relation to the Counterparty and any applicable Specified Entity of the Counterparty, an amount equal to U.S. \$1,000,000, or its equivalent in any other currency or currencies.

- (c) Section 5(a)(vi) of this Agreement will be deemed to be amended to include the following Clause "(3)":

"or (3) a default, event of default, or other similar condition or event (however described) occurs relating to the creditworthiness of a party (or any applicable Specified Entity) and is continuing which entitles any person or entity to terminate its commitment under any agreement to lend or advance or make available funds to a party (or any applicable Specified Entity) in respect of an aggregate amount in excess of the Threshold Amount."

- (4) "Termination Currency" means United States Dollars.
- (5) The "Credit Event Upon Merger" provisions of Section 5(b)(iv) of the Agreement will not apply to Morgan. The "Credit Event Upon Merger" provisions of Section 5(b)(iv) of the Agreement will apply to the Counterparty.
- (6) The "Automatic Early Termination" provisions of Section 6(a) will not apply to either party.
- (7) For purposes of computing amounts payable on early termination:
- (a) Market Quotation will apply to this Agreement; and
- (b) The Second Method will apply to this Agreement.
- (8) Additional Termination Event. Section 5(b)(v) of this Agreement will apply to the Counterparty as follows:

"(v) Failure to Provide Additional Collateral. If Morgan shall reasonably deem itself under secured, the Counterparty will within one Business Day's notice thereof deliver additional collateral of such type specified by Morgan (which additional collateral shall be delivered pursuant to any existing Credit Support Document or a Credit Support Document in form and substance satisfactory to Morgan and the Counterparty) in an amount as may be reasonably required by Morgan. If the Counterparty fails to so deliver such additional collateral it shall, notwithstanding the provisions of Section 5(a)(iii), be deemed to be the Affected Party."

Part 2

Tax Representations

Representations of Morgan

- (1) Payer Tax Representation. For the purpose of Section 3(e) of this Agreement, Morgan hereby makes the following representation:

- (i) 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 Counterparty under this Agreement. In making this representation, it may rely on:
 - (a) the accuracy of any representation made by the Counterparty pursuant to Section 3(f);
 - (b) the satisfaction of the agreement of the Counterparty contained in Section 4(a)(i) or 4(a)(iii) and the accuracy and effectiveness of any document provided by the Counterparty pursuant to Section 4(a)(i) or 4(a)(iii); and
 - (c) the satisfaction of the agreement of the Counterparty contained in Section 4(d),

provided that it shall not be a breach of this representation where reliance is placed on clause (b) and the Counterparty does not deliver a form or document under Section 4(a)(iii) by reason of material prejudice to its legal or commercial position.

- (ii) It is party to the Transaction otherwise than as agent or nominee of another person.
- (2) Payee Tax Representations. For the purpose of Section 3(f) of this Agreement, Morgan makes the representation(s) specified below:
- (i) It is a United States person for U.S. federal income tax purposes, including, without limitation, at those times when it acts hereunder through its London or Tokyo Offices.

Representations of the Counterparty

- (1) Payer Tax Representation. For the purpose of Section 3(e) of this Agreement, the Counterparty hereby 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 Morgan under this Agreement. In making this representation, it may rely on:

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

- (ii) the satisfaction of the agreement of Morgan contained in Section 4(a)(i) or 4(a)(iii) and the accuracy and effectiveness of any document provided by Morgan pursuant to Section 4(a)(i) or 4(a)(iii); and
- (iii) the satisfaction of the agreement of Morgan contained in Section 4(d),

provided that it shall not be a breach of this representation where reliance is placed on clause (ii) and Morgan does not deliver a form or document under Section 4(a)(iii) by reason of material prejudice to its legal or commercial position.

(2) Payee Tax Representations. For the purpose of Section 3(f) of this Agreement, the Counterparty makes the representation(s) specified below:

- (i) at least 75%, by value, of the outstanding stock of the Counterparty is beneficially owned directly by persons who are subject to federal income tax in either the United States or the U.S. Virgin Islands;
- (ii) during each three-year period ending with each taxable year of the Counterparty, at least 65% of the gross income of the Counterparty is and will be effectively connected with the conduct of a trade or business in the United States or the U.S. Virgin Islands; and
- (iii) no substantial part of the income of the Counterparty is or will be used (directly or indirectly) to satisfy obligations to persons who are not bona fide residents of the United States or the U.S. Virgin Islands.

Part 3

Agreement to Deliver Documents

For the purpose of Section 4(a)(i) and (ii), each party agrees to deliver the following documents, as applicable:

- (A) Both parties will, upon execution of this Agreement and thereafter upon demand, deliver to the other party a certificate (or, if available, its current authorized signature book) specifying the names, title and specimen signatures of the persons authorized to execute this Agreement, each Confirmation with respect to any Transaction hereunder, and any Credit Support Document (as applicable) on its behalf or on behalf of the Credit Support Provider, as the case may be.
- (B) The Counterparty will, upon execution of this Agreement, deliver to Morgan (i) a certified resolution of its Board of Directors authorizing the entering into, execution and delivery of this Agreement and each Transaction hereunder, and (ii) certified copies of its Articles of Incorporation and By-Laws.

- (C) Each party will, upon execution of this Agreement, deliver to the other party a duly executed original of the Credit Support Document specified in Part 4 of this Schedule.

Each of the foregoing documents, other than the legal opinion required pursuant to subsection (B)(ii) above, are covered by the representation contained in Section 3(d) of this Agreement.

Part 4

Miscellaneous

- (1) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York without reference to choice of law doctrine.

- (2) Notices.

- (a) In connection with Section 12(a), all notices to Morgan shall, with respect to any particular Transaction, be sent to the address, telex number or facsimile number specified in the relevant Confirmation, and any notice for purposes of Sections 5 or 6 shall be sent to the address, telex number or facsimile number specified below:

Morgan Guaranty Trust Company of New York
60 Wall Street
New York, New York 10260
Attention: Global Swaps Unit
Telex: WUD 649216
Answerback: MGT UI
Facsimile No: [REDACTED]

- (b) In connection with Section 12(a), all notices to the Counterparty shall, with respect to any particular Transaction, be sent to the address, telex number or facsimile number specified in the relevant Confirmation and any notice for purposes of Sections 5 or 6 shall be sent to the address, telex number or facsimile number specified below:

Financial Trust Company, Inc.
6100 Red Hook Quarter, Suite B-3
St. Thomas, U.S. Virgin Islands 00802
Attention: Mr. Jeffrey Epstein
Facsimile No.: [REDACTED]
Telephone No.: [REDACTED]

- (3) Netting of Payments. Section 2(c)(ii) of this Agreement will not apply with respect to all Transactions under this Agreement, with the result that a net payment amount will be determined in respect of all amounts payable on the same date in the same currency in respect of two or more transactions.
- (4) Offices; Multibranch Party. Section 10(a) of this Agreement will apply, and for the purpose of Section 10(c):
- (a) Morgan is a Multibranch Party and may act through its London, New York and Tokyo Offices.
 - (b) The Counterparty is not a Multibranch Party.
- (5) Credit Support Documents.
- The ISDA Credit Support Annex and supplementary "Paragraph 13 - Elections & Variables" in the form appended hereto shall constitute a "Credit Support Document" in relation to each party, respectively, with respect to all of the obligations of the parties and for all purposes of this Agreement.
- (6) Credit Support Provider.
- Not applicable.

Part 5

Other Provisions

- (1) ISDA Definitions. Reference is hereby made to the 2000 ISDA Definitions (the "2000 Definitions"), the 1996 Equity Derivatives Definitions and the 1998 FX and Currency Option Definitions (the "FX Definitions") (collectively the "ISDA Definitions") each as published by the International Swaps and Derivatives Association, Inc., which are hereby incorporated by reference herein. Any terms used and not otherwise defined herein which are contained in the ISDA Definitions shall have the meaning set forth therein.
- (2) Scope of Agreement. Notwithstanding anything contained in this Agreement to the contrary, any transaction which may otherwise constitute a "Specified Transaction" for purposes of this Agreement which has been or will be entered into between the parties shall constitute a "Transaction" which is subject to, governed by, and construed in accordance with the terms of this Agreement, unless any Confirmation with respect to a Transaction entered into after the execution of this Agreement expressly provides otherwise.
- (3) Inconsistency. In the event of any inconsistency between any of the following documents, the relevant document first listed below shall govern: (i) a Confirmation; (ii)

the Schedule and "Paragraph 13 - Elections & Variables" to the ISDA Credit Support Annex (as applicable); (iii) the ISDA Definitions; and (iv) the printed form of ISDA Master Agreement and ISDA Credit Support Annex (as applicable). In the event of any inconsistency between provisions contained in the 2000 Definitions and the FX Definitions, the FX Definitions shall prevail.

- (4) Set-off. "Set-off" shall, for purposes of this Agreement and any Credit Support Document, have the meaning set forth in Section 14 and shall include without limitation the rights in Section 6(f). Section 6 of this Agreement is modified to include the following additional sub-clause (f):

"(f) Set-off. Any amount (the "Early Termination Amount") payable to one party (the "Payee") by the other party (the "Payer") under Section 6(e), in circumstances where there is a Defaulting Party or one Affected Party will, at the option of the party ("X") other than the Defaulting Party or Affected Party (and without prior notice to same) be reduced by its set-off against any amount(s) (the "Other Agreement Amount") payable (whether at such time or in the future or upon the occurrence of a contingency) by the Payee to the Payer (irrespective of the currency, place of payment or booking office of such obligation) under any other agreement(s) between the Payee and the Payer or instrument(s) or undertaking(s) issued or executed by one party to, or in favor of, the other party (and the Other Agreement Amount(s) will be discharged promptly and in all respects to the extent it is so set-off). X will give notice to the other party of any set-off effected under this Section 6(f).

For this purpose, either the Early Termination Amount or the Other Agreement Amount (or the relevant portion of such amounts) may be converted by X into the currency in which the other is denominated at the rate of exchange at which such party would be able, acting in a reasonable manner and in good faith, to purchase the relevant amount of such currency.

If an obligation is unascertained, X may in good faith estimate that obligation and set-off in respect of the estimate, subject to the relevant party accounting to the other when the obligation is ascertained.

Nothing in this Section 6(f) shall be effective to create a charge or other security interest. This Section 6(f) shall be without prejudice and in addition to any right of set-off otherwise available to a party (whether by operation of law, contract, or otherwise)."

- (5) Calculation Agent. The Calculation Agent will be Morgan.
- (6) Relationship Between Parties. Each party will be deemed to represent to the other party on the date on which it enters into a Transaction that (absent a written agreement between the parties that expressly imposes affirmative obligations to the contrary for that Transaction):

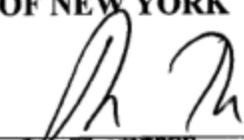
- (a) **Non-Reliance.** It is acting for its own account, and it has made its own independent decisions to enter into that Transaction and as to whether that Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisors as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into that Transaction; it being understood that information and explanations related to the terms and conditions of a Transaction shall not be considered investment advice or a recommendation to enter into that Transaction. No communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of that Transaction.
- (b) **Evaluation and Understanding.** It is capable of assessing the merits of and evaluating and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of that Transaction. It is also capable of assuming, and assumes, the financial and other risks of that Transaction.
- (c) **Status of Parties.** The other party is not acting as a fiduciary for or an advisor to it in respect of that Transaction.
- (7) Waiver of Jury Trial. 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.
- (8) Additional Representation.

Section 3 is amended by adding the following subsection thereto:

- (g) Total Assets or Net Worth. The Counterparty hereby represents and warrants that it has (i) total assets exceeding \$10,000,000 or (ii) a net worth of at least \$1,000,000.
- (9) ISDA EMU Protocol. Annexes 1, 2, 3, 4, and 5 of the ISDA EMU Protocol, each as published by the International Swaps and Derivatives Association, Inc. (collectively, the "EMU Annexes"), are hereby incorporated by reference herein and effective as between the parties upon execution of this Agreement.

Please confirm your agreement to the terms of the foregoing Schedule by signing below.

**MORGAN GUARANTY TRUST
COMPANY OF NEW YORK**

By: 
Name: Don Thompson
Title: **Managing Director and
Associate General Counsel**

FINANCIAL TRUST COMPANY, INC.

By: 
Name: Jeffrey Epstein
Title: President

ISDA[®]

INTERNATIONAL SWAPS AND DERIVATIVES ASSOCIATION, INC.

CREDIT SUPPORT ANNEX

to the Schedule to the

MASTER AGREEMENT

dated as of OCTOBER 3, 2001

between

MORGAN GUARANTY TRUST COMPANY OF NEW YORK and FINANCIAL TRUST COMPANY, INC.

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

This Annex supplements, forms part of, and is subject to, the above-referenced Agreement, is part of its Schedule and is a Credit Support Document under this Agreement with respect to each party.

Accordingly, the parties agree as follows:—

Paragraph 1. Interpretation

(a) *Definitions and Inconsistency.* Capitalized terms not otherwise defined herein or elsewhere in this Agreement have the meanings specified pursuant to Paragraph 12, and all references in this Annex to Paragraphs are to Paragraphs of this Annex. In the event of any inconsistency between this Annex and the other provisions of this Schedule, this Annex will prevail, and in the event of any inconsistency between Paragraph 13 and the other provisions of this Annex, Paragraph 13 will prevail.

(b) *Secured Party and Pledgor.* All references in this Annex to the "Secured Party" will be to either party when acting in that capacity and all corresponding references to the "Pledgor" will be to the other party when acting in that capacity; *provided, however,* that if Other Posted Support is held by a party to this Annex, all references herein to that party as the Secured Party with respect to that Other Posted Support will be to that party as the beneficiary thereof and will not subject that support or that party as the beneficiary thereof to provisions of law generally relating to security interests and secured parties.

Paragraph 2. Security Interest

Each party, as the Pledgor, hereby pledges to the other party, as the Secured Party, as security for its Obligations, and grants to the Secured Party a first priority continuing security interest in, lien on and right of Set-off against all Posted Collateral Transferred to or received by the Secured Party hereunder. Upon the Transfer by the Secured Party to the Pledgor of Posted Collateral, the security interest and lien granted hereunder on that Posted Collateral will be released immediately and, to the extent possible, without any further action by either party.

CREDIT SUPPORT ANNEX

to the Schedule to the
Master Agreement

dated as of October 3, 2001

between

Morgan Guaranty Trust
Company of New York
("Morgan")

and

Financial Trust Company, Inc.
(the "Counterparty")

Paragraph 13. Elections and Variables

- (a) Security Interest for "Obligations". The term "Obligations" as used in this Annex includes no additional obligations with respect to Morgan and the Counterparty.
- (b) Credit Support Obligations.
 - (i) Delivery Amount, Return Amount and Credit Support Amount.
 - (A) "Delivery Amount" will have the meaning specified in Paragraph 3(a).
 - (B) "Return Amount" will have the meaning specified in Paragraph 3(b).
 - (C) "Credit Support Amount" will have the meaning specified in Paragraph 3(b).

(ii) Eligible Collateral. The following items will qualify as “Eligible Collateral”:

		<u>Counterparty</u>	<u>“Valuation Percentage”</u>
(A)	Cash	X	100%
(B)	negotiable debt obligations issued by the U.S. Treasury Department having an original maturity at issuance of not more than one year (“Treasury Bills”)	X	98%
(C)	negotiable debt obligations issued by the U.S. Treasury Department having an original maturity at issuance of more than one year but not more than ten years (“Treasury Notes”)	X	95%
(D)	negotiable debt obligations issued by the U.S. Treasury Department having an original maturity at issuance of more than ten years (“Treasury Bonds”)	X	95%
(E)	Other: Agency Securities	X	95%
(F)	Any other securities acceptable to Morgan in its sole discretion	X	The percentage as notified by Morgan to the Counterparty

As used herein, “Agency Securities” means negotiable debt obligations which are fully guaranteed as to both principal and interest by the Federal National Mortgage Association, the Government National Mortgage Corporation or the Federal Home Loan Mortgage Corporation, but excluding (i) interest only and principal only securities and (ii) Collateralized Mortgage Obligations, Real Estate Mortgage Investment Conduits and similar derivative securities.

(iii) Other Eligible Support. There shall be no “Other Eligible Support” for either party for purposes of this Annex.

(iv) Thresholds.

(A) “Independent Amount” means, with respect to any Transaction the amount as specified in writing by Morgan to the Counterparty for such Transaction, provided, however, if an amount is not so specified, then the Independent Amount shall be 20% of the Notional Amount for such Transaction provided, however, that if such Transaction is an FX Transaction or Currency Option Transaction the Independent Amount applicable to such FX Transaction or Currency Option Transaction shall be 10% of the Notional Amount and if such Transaction provided, further that if such Transaction is an Equity Option the Independent Amount applicable to such Equity Option shall be 30% of the Notional Amount of such Transaction.

(B) “Threshold” means U.S. \$0.

(C) “Minimum Transfer Amount” means U.S. \$150,000, provided, however, that if an Event of Default has occurred and is continuing with respect to the Counterparty, the Minimum Transfer Amount shall be U.S. \$0.

(D) Rounding. The Delivery Amount and the Return Amount will be rounded up and down respectively to the nearest integral multiple of U.S. \$10,000.

(c) Valuation and Timing.

(i) “Valuation Agent” means Morgan.

(ii) “Valuation Date” means any Local Business Day.

(iii) “Valuation Time” means the close of business in the city of the Valuation Agent on 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 by 1:00 p.m., New York time, on a Local Business Day.

(d) Conditions Precedent. With respect to Morgan, an Illegality (if Morgan is the Affected Party with respect to such Termination Event) will be a “Specified Condition”. With respect to the Counterparty, an Illegality and any Additional Termination Event (if the Counterparty is the Affected Party with respect to such Termination Events) will be a “Specified Condition”.

(e) Substitution.

(i) “Substitution Date” has the meaning specified in Paragraph 4(d)(ii).

(ii) Consent. Inapplicable.

(f) Dispute Resolution.

(i) “Resolution Time” means 1:00 p.m., New York time, on the Local Business Day following the date on which notice is given that gives rise to a dispute under Paragraph 5.

(ii) Value. For the purpose of Paragraphs 5(i)(C) and 5(ii), the Value of Posted Credit Support other than Cash will be calculated as follows:

(A) with respect to any Treasury Bills, Treasury Notes, Treasury Bonds or Agency Securities (referred to herein as "Government Obligations"), the sum of (I) (x) the mean of the high bid and low asked prices quoted on such date by any principal market maker for such Government Obligations chosen by the Disputing Party, or (y) if no quotations are available from a principal market maker for such date, the mean of such high bid and low asked prices as of the day, next preceding such date, on which such quotations were available, plus (II) the accrued interest on such Government Obligations (except to the extent Transferred pursuant to any applicable provision of this Agreement or included in the applicable price referred to in (I) of this clause (A)) as of such date

(iii) The provisions of Paragraph 5 will apply.

(g) Holding and Using Posted Collateral.

(i) Eligibility to Hold Posted Collateral; Custodians. Morgan will be entitled to hold Posted Collateral itself or through a Custodian pursuant to Paragraph 6(b), provided that the following conditions applicable to it are satisfied:

- (1) Morgan is not a Defaulting Party
- (2) The Custodian is a Bank (as defined in the Federal Deposit Insurance Act) whose rating with respect to its long term unsecured, unsubordinated indebtedness is at least BBB+ by S&P or Ba1 by Moody's.

As used herein:

"S&P" means Standard & Poor's Ratings Group.

"Moody's" means Moody's Investors Service, Inc.

(ii) Use of Posted Collateral. The provisions of Paragraph 6(c) will apply.

(h) Distributions and Interest Amount.

(i) Interest Rate. The "Interest Rate" will be 0%.

(ii) Transfer of Interest Amount. The provisions of Paragraph 6(d)(ii) will not apply.

(i) Additional Representations.

None.

(j) Other Eligible Support and Other Posted Support.

(i) "Value" shall have no meaning with respect to Other Eligible Support and Other Posted Support.

(ii) "Transfer" shall have no meaning with respect to Other Eligible Support and Other Posted Support.

(k) Demands and Notices.

All demands, specifications and notices made by a party to this Annex will be made pursuant to the Notices Section of this Agreement, unless otherwise specified here:

With respect to Morgan:

Morgan Guaranty Trust Company of New York
345 Park Avenue
New York, New York 10154-1002
Attention: PB Credit Products
Telephone No: [REDACTED]
Facsimile No.: [REDACTED]

With respect to the Counterparty:

See Part 4 of the Schedule to the Agreement

(l) Other Provisions.

(i) Modification to Paragraph 1: The following subparagraph (b) is substituted for subparagraph (b) of the Annex:

"(b) Secured Party and Pledgor. All references in this Annex to the "Secured Party" will be to Morgan and all corresponding references to the "Pledgor" will be to the Counterparty; provided, however, that if Other Posted Support is held by a party to this Annex, all references herein to that party as the Secured Party with respect to that Other Posted Support will be to that party as the beneficiary thereof and will not subject that support or that party as beneficiary thereof to provisions of law generally relating to security interests and secured parties."

(ii) Modification to Paragraph 2: The following Paragraph 2 is substituted for Paragraph 2 of this Annex:

"Paragraph 2. Security Interest. The Pledgor hereby pledges to the Secured Party, as security for its Obligations, and grants to the Secured Party a first priority continuing security interest in, lien on and right of Set-off against all Posted Collateral

Transferred to or received by the Secured Party hereunder. Upon the Transfer by the Secured Party to the Pledgor of Posted Collateral, the security interest and lien granted hereunder on that Posted Collateral will be released immediately and, to the extent possible, without any further action by either party.”

(iii) Modification to Paragraph 9: The following first clause of Paragraph 9 is substituted for the first clause of this Annex:

“Paragraph 9. Representations. The Pledgor represents to the Secured Party (which representations will be deemed to be repeated as of each date on which it Transfers Eligible Collateral) that:”.

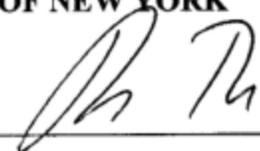
(iv) Modifications to Paragraph 12: The following definitions of “Pledgor” and “Secured Party” are substituted for the definitions of those terms contained in Paragraph 12 of this Annex:

“Pledgor” means the Counterparty, when that party (i) receives a demand for or is required to Transfer Eligible Credit Support under Paragraph 3(a) or (ii) has Transferred Eligible Credit Support under Paragraph 3(a).

“Secured Party” means Morgan, when that party (i) makes a demand for or is entitled to receive Eligible Credit Support under Paragraph 3(a) or (ii) holds or is deemed to hold Posted Credit Support.

Please confirm your agreement to the terms of the foregoing Paragraph 13 by signing below.

**MORGAN GUARANTY TRUST
COMPANY OF NEW YORK**

By: 
Name: Don Thompson
Title: Managing Director and
Associate General Counsel

FINANCIAL TRUST COMPANY, INC.

By: 
Name: Jeffrey Epstein
Title: President