



STATE STREET.

Securities Finance
State Street Financial Center
One Lincoln Street
Boston, MA 02111-2900

March 7, 2007

BY UPS

Ms. Christina Ott
Macquarie Securities, Inc.
125 West 55th Street
New York, NY 10019

Dear Ms. Ott:

Kindly find enclosed for your records the following fully executed agreements between Macquarie Securities (USA), Inc. and State Street Bank and Trust Company:

- Securities Loan Agreements (3) International, Corporate, & Government, dated January 16, 2007
- Confidentiality and Nondisclosure Agreement, dated January 16, 2007
- Weblend Agreement, dated January 16, 2007
- Agency Agreement, dated January 16, 2007
- Hong Kong Stock Addendum, dated January 16, 2007

Also enclosed are the following appendices: Australian Corporate, Australian Government, Austrian Corporate, Belgian Corporate, Canadian Corporate, Canadian Government, Czech Republic Equities, Danish Corporate, Finnish Corporate, French Corporate, German Corporate, Hong Kong Corporate, Hungarian Equities, Italian Corporate, Japanese Corporate, Japanese Government, Netherlands Corporate, New Zealand Corporate, New Zealand Government, Norwegian Corporate, Portuguese Equity, Singapore Corporate, South Africa Corporate, Spanish Corporate, Swedish Corporate, Swiss Corporate, Thai Corporate, and United Kingdom Corporate, as well as a Euroclear appendix. Finally, a certificate of signing authority is enclosed for your records.

Thank you. If you should have any questions, please do not hesitate to contact me.

Sincerely,

Kristin Small
Legal Assistant
617-664-0640

Enclosures

This document is the current standard agreement which forms the basis of negotiations with potential borrowers under State Street's securities lending program. During the course of such negotiations with various borrowers, State Street may in its discretion modify this document in whole or part.

The attached document is proprietary, and contains information which is confidential to State Street Bank and Trust Company ("State Street"). It is being provided for the exclusive purpose of allowing you to assess participation in a securities lending program operated by State Street. Its use for any other purpose or its distribution to anyone other than your own personnel engaged in this assessment is prohibited without State Street's prior written permission.

SECURITIES LOAN AGREEMENT
(INTERNATIONAL)

Between

MACQUARIE SECURITIES (USA) INC.

And

STATE STREET BANK AND TRUST COMPANY

w:/legal/borrower/us/international

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SECURITIES LOAN AGREEMENT
(International)

Agreement dated the 16th day of January, 2007 between Macquarie Securities (USA) Inc., a registered broker-dealer, registered government securities dealer, or a bank ("Borrower") and STATE STREET BANK AND TRUST COMPANY of Boston, Massachusetts, a Massachusetts trust company ("Lender"), acting in its capacity as trustee, custodian, or agent for various employee benefit plans, endowment funds, custodial accounts, and other clients (the "Clients"), setting forth the terms and conditions under which Lender, from time to time and on behalf of the Clients, may lend certain securities to Borrower, against the receipt of Collateral.

Certain capitalized terms used herein are defined as follows:

- a. The term "Affiliate" of another person includes: (i) any person directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with another person; (ii) any officer, director, or partner, employee or relative (as defined in Section 3(15) of ERISA) of such other person; and (iii) any corporation or partnership of which such other person is an officer, director or partner. For purposes of this definition the term "control" means the power to exercise a controlling influence over the management or policies of a person other than an individual.
- b. "Applicable Appendix", with respect to any Loan, means the Appendix executed by the parties pursuant to Section 15 that relates to such Loan. Any Applicable Appendix shall be incorporated by reference into, and deemed to be a part of, this Agreement as if set forth in full herein.
- c. "Bank" means an institution which is a bank within the meaning of Section 3(a)(6)(A)-(C) of the Exchange Act.
- d. "Borrowed Security" means any security which is delivered as a Loan hereunder, until such security is redelivered to lender or until such security is replaced by purchase, except that, if any new or different security shall be exchanged for any Borrowed Security by recapitalization, merger, consolidation or other corporate action, such new or different security shall, effective upon such exchange, be deemed to become a Borrowed Security in substitution for the former Borrowed Security for which such exchange was made. For purposes of the return of Borrowed Securities by Borrower pursuant to Section 8 or the purchase of securities pursuant to Section 10 or 11 hereunder, such term shall include securities of the same issuer, class, and quantity as the Borrowed Securities, as adjusted pursuant to the preceding sentence.
- e. "Broker" means an entity registered as a broker-dealer under the Exchange Act.
- f. "Clearing Organization" means any clearing agency for the transfer of securities, the use of which is agreed to by the parties in the Applicable Appendix.

g. "Collateral" means, whether now owned or hereafter acquired, that collateral delivered to Lender pursuant to Section 2 or 4, all accounts in which such collateral is deposited and all securities and the like in which all cash Collateral is invested or reinvested, or in which Lender is otherwise granted a security interest pursuant to this Agreement, including, without limitation, any deposit accounts maintained by Borrower at Lender. "Cash Collateral" means Collateral in the lawful currency of the Collateral Location, or such other currency as is specified in the Applicable Appendix. "Non-cash Collateral" means Collateral other than Cash Collateral.

h. "Collateral Location" is that location as agreed to by the parties, where the transfer of Collateral with respect to a Loan is to occur.

i. "Collateral Transfer Day" shall mean each business day (based on the time of the Collateral Location) on which the office of Lender (or, if applicable, Lender's Agent) at the Collateral Location can receive or make a transfer of Collateral. The Collateral Transfer Day that "next precedes" a Securities Trading Day is the first Collateral Transfer Day that begins prior to the beginning of such Securities Trading Day and so on as the case may be. The Collateral Transfer Day that "next follows" a Securities Trading Day is the first Collateral Transfer Day that begins after the beginning of such Securities Trading Day and so on as the case may be.

j. "Collateral Value" means:

- (i) with respect to Collateral that is cash, the amount thereof;
- (ii) with respect to Collateral consisting securities, the Market Value thereof; and
- (iii) with respect to Collateral consisting of Letters of Credit, the Permitted Amount thereunder.

k. "Default Rate" means the Prime Rate, unless a different rate is specified in the Applicable Appendix. "Prime Rate" shall mean the prime rate as quoted in the Wall Street Journal, New York Edition, for the day preceding the date on which such determination is made. If more than one rate is so quoted, the Prime Rate shall be the average of the rates so quoted.

l. "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

m. "ERISA Plan" means any employee benefit plan subject to Section 406 of ERISA or Section 4975 of the Internal Revenue Code of 1986, as amended, or any entity whose underlying assets are considered to be the assets of such a plan or plans, under applicable laws and regulations.

n. "Exchange Act" means the Securities Exchange Act of 1934, as amended.

o. "Letter of Credit" means an irrevocable letter of credit issued by a Bank (that is not Borrower or an Affiliate of Borrower and which is acceptable to Lender in its sole discretion).

p. "Loan" shall mean a loan of securities hereunder.

q. "Market Value" of a security means the fair market value of such security (including, in the case of any Borrowed Security that is a debt security, the accrued interest on such security), as determined by the independent pricing service designated by Lender, or by such other independent sources as may be selected by Lender on a reasonable basis. The Market Value shall be stated in the currency of the Collateral Location.

r. "Maximum Margin Amount", with respect to any Loan, means one hundred five percent (105%), or such greater percentage that is agreed to by the parties in the Applicable Appendix, multiplied by the Market Value of the Borrowed Securities with respect to such Loan, determined as of the most recent close of business on a Securities Trading Day.

s. "Minimum Margin Amount", with respect to any Loan, means one hundred two percent (102%), or such greater percentage that is agreed to by the parties in the Applicable Appendix, multiplied by the Market Value of the Borrowed Securities with respect to such Loan, determined as of the most recent close of business on a Securities Trading Day.

t. "Permitted Amount" means, with respect to any Letter of Credit at any time, the amount available to be drawn at such time by Lender as beneficiary under such Letter of Credit.

u. "Replacement Value" shall mean the price, including any brokerage or other expenses and accrued interest, at which a like amount of securities identical to the Borrowed Securities could be purchased in the principal market for such securities at the time of the Lender's election under Section 10.1 hereof.

v. "SEC" means the Securities and Exchange Commission.

w. "Securities Trading Day" shall mean each business day (based on the time of the Securities Trading Location) when settlement of securities trades can be made by the office of Lender (or, if applicable, Lender's Agent) in the Securities Trading Location.

x. "Securities Trading Location" means that location, agreed to by the parties, where the transfer of Borrowed Securities with respect to a Loan is to occur.

y. "U.S. Security" means a security issued or guaranteed by the United States government or any of its agencies.

Borrower and Lender as the parties hereto agree as follows:

1. Loan of Securities.

1.1 Upon request of Borrower, Lender may, from time to time, in its discretion and on behalf of the Clients, lend securities to Borrower against the receipt of collateral delivered by Borrower. Subject to the terms and conditions of this Agreement, Borrower and Lender shall agree on the terms of each Loan, including the identity and amount of the securities to be lent and the method and location of their delivery, the basis of compensation, the type and amount of Collateral to be delivered by Borrower, and the method and location of its delivery. Such terms may be amended during the period of the Loan only by mutual agreement of the parties hereto.

1.2 Loans, all applicable terms and conditions thereof, and amendments and activity, if any, with respect thereto, shall be evidenced by Lender's records pertaining to such Loans maintained by Lender in the regular course of its business and such records shall represent conclusive evidence thereof except for manifest error or willful misconduct. Lender will send Borrower monthly statements of outstanding Loans showing Loan activity which Borrower agrees to examine promptly and to advise Lender of any errors or exceptions. Borrower's failure to so advise Lender within twenty (20) days after delivery of any such statement shall be deemed to be Borrower's admission of the accuracy and correctness of the contents thereof and Borrower shall be fully bound thereby. The foregoing shall not be construed to prevent the parties hereto from mutually agreeing to amend or correct such statements if there has been manifest error in the preparation of such statements.

1.3 Notwithstanding any other provisions in this Agreement with respect to when a Loan occurs, a Loan hereunder shall not occur until the Borrowed Securities and the Collateral therefor are delivered. If, on any Collateral Transfer Day, Borrower delivers Collateral, as provided in Section 2.1 hereunder, and Lender does not deliver the Borrowed Securities by the close of the Securities Trading Day specified by the parties as the date for transfer of the securities to be loaned, Borrower shall have the absolute right to the prompt return of the Collateral.

2. Deliveries and Treatment of Collateral.

2.1 No later than the Collateral Transfer Day that is coincident with or next precedes the Securities Trading Day upon which Borrowed Securities are to be transferred to Borrower as a Loan (unless otherwise agreed in the Applicable Appendix), Borrower shall deliver to Lender Collateral with a Collateral Value not less than the Minimum Margin Amount. Except as specified below, the Collateral shall be delivered by such one or more of the following methods as are agreed to by the parties pursuant to Section 1.1:

(a) Borrower transferring funds by wire;

(b) Borrower delivering to Lender an irrevocable Letter of Credit, issued by a Bank that is not Borrower or an Affiliate of Borrower and which is acceptable to Lender in its sole discretion;

(c) Borrower delivering U.S. Securities through the Federal Reserve book-entry system to the account of Lender at the Federal Reserve Bank of Boston;

(d) Borrower delivering U.S. dollars to Lender's account at the Federal Reserve Bank of Boston; and/or

(e) Borrower delivering Non-cash Collateral through any Clearing Organization agreed to by the parties.

(f) Borrower may also deliver Collateral through any other methods agreed to by the parties.

2.2 The Collateral delivered by Borrower to Lender, as adjusted pursuant to Section 4 below, shall be security for the due and punctual performance by Borrower of any and all of its obligations to Lender hereunder and under any other securities loan agreement between Lender and Borrower, now or hereafter arising, and Borrower hereby pledges with, assigns to, and grants Lender a continuing first security interest in, and a lien upon, the Collateral. Such first security interest shall attach upon the delivery of the Collateral to Lender, shall survive the termination of this Agreement, and shall cease only upon the redelivery of the Collateral to Borrower subsequent to the return of the Borrowed Securities to Lender. In addition to the rights and remedies given to Lender hereunder, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code of Massachusetts.

2.3 It is understood that Lender may use or invest any Cash Collateral delivered to Lender pursuant to Section 2.1(a),(d) or (f). Such use or investment shall be at Lender's risk and, subject to the payment of an agreed rebate fee to Borrower pursuant to Section 5.2, Lender shall be entitled to retain all income and profits therefrom and shall bear all losses therefrom. Except as provided in Section 10, Lender may not sell, pledge, repledge, hypothecate, rehypothecate, lend or relend any Non-cash Collateral (provided, however, that if Borrower delivers Collateral through a Clearing Organization, Borrower acknowledges that such Collateral shall be subject to the rules of such Clearing Organization). However, Lender may commingle and hold Non-cash Collateral in bulk.

2.4 Borrower shall be entitled to receive all distributions made on or in respect of Non-cash Collateral, the payment dates for which are during the term of the Loan and which are not otherwise received by Borrower, to the full extent it would be so entitled if the Collateral had not been delivered to Lender; Provided, however, that the amount, type or value of such distribution which Borrower is entitled to receive hereunder shall not exceed the amount, type and value received by Lender or its agents. Any distributions made on or in respect of such Collateral which Borrower is entitled to receive under this section shall be paid in the same currency as such distribution is paid by the issuer (unless otherwise specified in the Applicable Appendix), by Lender to Borrower forthwith upon receipt by Lender, so long as Borrower is not in Default at the time of such receipt.

2.5 With the approval of Lender, Borrower may at any time substitute for any securities held by Lender as Collateral for the Borrowed Securities other Collateral with respect

to the Borrowed Securities of equal current Market Value to the securities for which they are to be substituted. Prior to the maturity of any debt security that is delivered to the Lender as Collateral, the Borrower shall replace such security with other Collateral acceptable to Lender and of equal current Market Value to the debt security for which it is to be substituted. Substitute Collateral shall be considered Collateral for all purposes under this Agreement.

2.6 The Borrower irrevocably appoints Lender to be the attorney of the Borrower for the purpose of doing or performing any act or thing (including, without limitation, executing any document) and to take all other steps as may be required to enable Lender to realize any Collateral which has been delivered to it pursuant to this Agreement or to transfer or cause to be transferred the legal title to such Collateral to Lender or any transferee of the Collateral nominated by Lender.

2.7 As further security for the due and punctual performance by Borrower of any and all of its obligations to Lender hereunder or under any other securities loan agreement between Borrower and Lender, Borrower hereby grants and transfers to Lender a lien upon and a security interest in any and all property (together with the proceeds thereof) in which the Borrower at any time has rights and which at any time has been delivered, transferred, or deposited in or credited to an account with, the Lender or otherwise at any time is in the possession or under the control or recorded on the books of the Lender, whether expressly as Collateral or for safekeeping or for any other or different purpose, including (without limitation) Collateral delivered as security under any other securities loan agreement between Lender and Borrower and any property which may be in transit by mail or carrier for any purpose, or converted or affected by any documents in the Lender's possession.

3. Deliveries and Treatment of Borrowed Securities.

3.1 After Borrower has delivered Collateral as described in Section 2, Lender shall, on the Securities Trading Day agreed to by the parties, deliver the Borrowed Securities to Borrower by one of the following methods, as agreed by the parties pursuant to Section 1.1:

- (a) by delivering to Borrower certificates representing the Borrowed Securities together with such transfer documents as are customary for such securities;
- (b) by causing the Borrowed Securities to be credited to Borrower's account at a Clearing Organization as agreed to by the parties in the Applicable Appendix, and such crediting and debiting shall result in receipt by Borrower and Lender of a Clearing Organization notice, which shall constitute a schedule of the Borrowed Securities; or
- (c) by any other method customary for the delivery of securities at the Securities Trading Location and agreed to by the parties in the Applicable Appendix.

3.2 Except as provided in Section 3.3, Borrower shall exercise all of the incidents of ownership with respect to the Borrowed Securities, including the right to transfer the Borrowed Securities to others, until the Borrowed Securities are returned to Lender in accordance with the terms hereof.

3.3 Lender shall be entitled to receive all distributions, rights, fees or any other benefits (including payments upon maturity or other redemption) made on or in respect of the Borrowed Securities, the record and/or payable dates for which are during the term of the Loan and which are not otherwise received by Lender, to the full extent it would be so entitled if the Borrowed Securities had not been lent to Borrower, including, but not limited to:

- (a) all cash dividends;
- (b) all other distributions of cash or property;
- (c) stock dividends and bonus issues;
- (d) securities received as a result of split-ups, conversions, sub-divisions or consolidations of the Borrowed Securities and distributions in respect thereof;
- (e) interest payments;
- (f) in the case of a rights issue, the Borrowed Securities together with the securities allotted thereon;
- (g) in the case of redemptions, a sum of money equivalent to the proceeds of redemption;
- (h) any rights relating to conversion, sub-division, consolidation, preemption, rights arising under a takeover offer or other rights, including those requiring election by the holder for the time being of such securities which become exercisable prior to the redelivery of Borrowed Securities, in which event the Lender may, within a reasonable time before the latest time for the exercise of the right or option give written notice to the Borrower that on redelivery of securities it wishes to receive redelivered Borrowed Securities in such form as if the right is exercised or, in the case of a right which may be exercised in more than one manner, is specified in such written notice.
- (i) in the case of a capitalized issue, the Borrowed Securities together with the securities allotted by way of a bonus thereon;
- (j) in the case of any event similar to any of the foregoing, the Borrowed Securities together with or replaced by a sum of money or securities equivalent to that received in respect of such Borrowed Securities resulting from such event; and
- (k) all rights to purchase additional securities.

Unless otherwise specified in the Applicable Appendix, cash dividends and other distributions shall be paid gross of any withholding taxes, and, unless otherwise specified in the Applicable Appendix, each cash distribution shall be paid to Lender in the same currency that the issuer of the Borrowed Security makes such distribution. Any cash distributions and non-cash

distributions (other than those in the nature of stock splits or stock dividends) made on or in respect of the Borrowed Securities which Lender is entitled to receive pursuant to this section shall be paid to Lender by Borrower on payable, maturity, or redemption date. Non-cash distributions which are in the nature of stock splits, stock dividends, or bonus issues and which are received by Borrower shall be added to the Borrowed Securities and shall be considered such for all purposes, except that if the Borrowed Securities have been returned to Lender or if Borrower is in Default hereunder, Borrower shall forthwith deliver any such non-cash distributions to Lender.

3.4 As provided above, the Agreement requires that the Borrower either: (i) redeliver the Borrowed Securities in time to allow the respective Clients to participate in rights, fees or other benefits which attach to the Borrowed Securities as described in this Section 3; or (ii) exercise such rights, fees or other benefits as directed by Lender. Furthermore, in the event a re-registration process is necessary in order to transfer such rights, fees or other benefits, and a Loan is terminated prior to the applicable record/payable date but not sufficiently prior to the record/payable date to enable Lender to re-register the Borrowed Securities in its own name, Borrower is to forward, and/or act on Lender's behalf in accordance with Lender's instructions with respect to, all rights, fees and other benefits on the Borrowed Securities.

3.5 With respect to Section 3.3(k) hereof, Lender may, at its sole option, (A) direct Borrower to purchase additional securities or (B) terminate the Loan of specified securities so that Lender may exercise its purchase rights. In the case of option (A) under the next preceding sentence, Borrower may elect either (i) to retain such additional securities as part of its Loan, in which case Lender and Borrower shall make such arrangements as are necessary to provide that Borrower has adequate funds to purchase such additional securities and that the Loan of such additional securities is collateralized as required by Section 2; or, (ii) to deliver such additional securities to Lender (on the date specified by Lender). In the case of option (B) under the second preceding sentence, the applicable provisions of this Agreement regarding terminations of Loans shall apply.

4. Marks to Market; Maintenance of Collateral.

4.1 Borrower shall daily mark to market any Loans hereunder and in the event that at the opening of business on any Collateral Transfer Day, the Market Value of all the Collateral delivered by Borrower to Lender with respect to any Loan hereunder shall be less than the Minimum Margin Amount, Borrower shall deliver to Lender additional Collateral by the close of such Collateral Transfer Day, so that the Collateral Value of such additional Collateral, when added to Collateral Value previously delivered with respect to such Loan, shall equal at least the Minimum Margin Amount.

4.2 In the event that as of the opening of business on any Collateral Transfer Day, the Collateral Value of all the Collateral delivered by Borrower to Lender with respect to any Loan hereunder shall be less than the Minimum Margin Amount, Lender may, by oral notice to Borrower on such Collateral Transfer Day, demand that Borrower deliver to Lender additional Collateral so that the Collateral Value of such additional Collateral, when added to the Market

Value of the Collateral previously delivered with respect to such Loan, shall equal at least the Minimum Margin Amount.

4.3 In the event that as of the opening of business on any Collateral Transfer Day, the Collateral Value of all the Collateral delivered hereunder by Borrower to Lender with respect to any Loan shall be greater than the Maximum Margin Amount, Borrower may, by oral notice to Lender on such Collateral Transfer Day, demand that Lender redeliver to Borrower such amount of Collateral as may be selected by Borrower, so long as the Collateral Value of the remaining Collateral equals at least the Minimum Margin Amount.

4.4 Collateral required to be delivered pursuant to Section 4.1, 4.2, or 4.3 shall be delivered by a method described in Section 2.1, as agreed to by the parties pursuant to Section 1.1; provided that:

(a) when Collateral is to be redelivered to Borrower, the return of Collateral delivered under 2.1 (b) shall mean the appropriate reduction of the permitted amount under the Letter of Credit; and

(b) the return of Collateral pursuant to Section 2.1(c), (d) or (e) shall mean delivery to the appropriate account of Borrower.

4.5 The timing of the delivery of Collateral in response to a notice and demand made pursuant to Section 4.2 or 4.3 shall be as follows:

(a) If the Collateral Location is in the United States: (i) such delivery is to be made by 2:00 p.m. (Boston time) of such Collateral Transfer Day if such notice is given by 11:00 a.m. (Boston time); and (ii) if such notice is given after 11:00 a.m. (Boston time) on such Collateral Transfer Day, such delivery is to be made by 2:00 p.m. (Boston time) of the next Collateral Transfer Day, unless (A) such notice has been superseded by a proper demand made pursuant to Section 4.2 or Section 4.3 given before 11:00 a.m. (Boston time) of that next Collateral Transfer Day, or (B) additional Collateral is required to be delivered on that next Collateral Transfer Day pursuant to Section 4.1.

(b) If the Collateral Location is not in the United States: (i) such delivery shall be made not later than a time on such Collateral Transfer Day specified in the Applicable Appendix (the "Delivery Deadline") if such notice is given prior to a time (the "Notice Deadline") that is specified in the Applicable Appendix, or (ii) if such notice is not given prior to such Notice Deadline (or if no Notice Deadline has been specified) such delivery is to be made by the Delivery Deadline on the next Collateral Transfer Day, unless (A) such notice has been superseded by a proper demand made pursuant to Section 4.2 or 4.3 given before the Notice Deadline (if applicable) of that next Collateral Transfer Day or (B) additional Collateral is required to be delivered pursuant to Section 4.1.

5. Fees.

5.1 When the agreement to lend securities is made, Borrower and Lender shall agree on the basis of compensation to be paid in respect of the Loan.

5.2 To the extent that a Loan of Borrowed Securities is collateralized by Cash Collateral, the parties may agree that Lender's compensation shall consist of the right to use and invest such Cash Collateral, and that, in consideration for such right to use and invest Cash Collateral, Lender will pay Borrower a loan rebate fee computed for each such Loan and based on the amount of Cash Collateral delivered with respect to such Loan. The amount of such loan rebate fee shall be computed daily from the first Collateral Transfer Day that Cash Collateral is delivered to Lender. Computation of such loan rebate fee shall be made daily, through and including the earliest of: (i) the Collateral Transfer Day next preceding the Collateral Transfer Day such Cash Collateral is returned to Borrower; (ii) the date of a Default by Borrower; and (iii) the date Lender gives notice of termination pursuant to Section 8.2, provided that the parties may mutually agree that a loan rebate fee will be paid for all or an agreed upon number of days after such notice is given (but in no event for a period beyond the earliest of the dates described in clauses (i) and (ii) of this sentence). Such loan rebate fee shall be payable in the currency of the Collateral Location (unless otherwise specified in the Applicable Appendix) (i) in the case of corporate securities, before the tenth Collateral Transfer Day following the rendering of a correct invoice by Borrower and (ii) in the case of government securities, upon the date the Borrowed Securities are returned to the Lender upon termination of the Loan, so long as in either case, as applicable, Borrower is not in Default at the time such payment is due.

5.3 To the extent that a Loan of Borrowed Securities is collateralized by Non-cash Collateral, the parties may agree that Borrower shall pay to Lender a loan premium based on the par value or Market Value, as the parties may agree, of any Borrowed Securities that are debt securities and the Market Value assigned to any Borrowed Securities that are equity securities, at the time the Loan is made, as adjusted by any daily marks to market processed subsequently. The amount of such loan premium shall be computed daily from the first Securities Trading Day that the Borrowed Securities are delivered to Borrower, through and including the date next preceding the Securities Trading Day that securities identical to the Borrowed Securities are returned to Lender pursuant to Section 8 or the date that Lender makes a purchase of securities or an election to treat the Borrowed Securities as sold pursuant to Section 10.1. Any fee payable by Borrower hereunder shall be payable in the currency of the Securities Trading Location (unless otherwise specified in the Applicable Appendix) upon the earliest of the following:

- (a) the seventh Securities Trading Day of the calendar month following the month in which the fee was incurred;
- (b) immediately, in the event of a Default hereunder by Borrower; or
- (c) the date this Agreement is terminated.

6. Representations of the Parties.

The parties hereby make the following representations and warranties, which shall continue during the term of any Loan hereunder;

6.1 Each party hereto represents and warrants that:

(a) it has the power to execute and deliver this Agreement, to enter into the Loans contemplated hereby, and to perform its obligations hereunder;

(b) it has taken all necessary action to authorize such execution, delivery, and performance; and

(c) this Agreement constitutes a legal, valid, and binding obligation enforceable against it (in the case of Lender, in its capacity as trustee, custodian or agent of the Clients).

6.2 Each party hereto represents and warrants that the execution, delivery and performance by it of this Agreement and each Loan hereunder will at all times comply with all applicable laws and regulations.

6.3 Each party hereto represents and warrants that it has made its own determination as to the tax treatment of any dividends, remuneration, or other funds received hereunder.

6.4 Borrower represents and warrants that it is an entity duly organized and validly existing under the laws of the jurisdiction of its organization, and that it has, or will have at the time of delivery of any Collateral, the right to grant a first security interest therein subject to the terms and conditions hereof.

6.5 Borrower represents that the statements provided to Lender pursuant to Section 7.1 fairly represent its financial condition and the financial condition of any parent company as of the date of such statements, and that there has been no material adverse change in its financial condition or the financial condition of any parent company since that date that has not been disclosed in writing to Lender. Each request by Borrower for a Loan shall constitute a present representation:

(a) that there has been no material adverse change in Borrower's financial condition or in the financial condition of any parent company that has not been disclosed in writing to Lender, since the date of the most recent statements furnished to Lender pursuant to Section 7.1; and

(b) if Borrower is a Broker, that, as of the date of such request for a Loan, Borrower is in compliance with Rule 15c3-1 of the SEC under the Exchange Act.

6.6 To the extent that Lender has provided Borrower with written statements identifying any of its Clients as ERISA Plans, each request by Borrower for a Loan shall constitute a present representation that, except as disclosed in writing by Borrower to Lender:

(a) if Borrower is not a Broker or a Bank, that Borrower is not a "party in interest" (within the meaning of Section 3(14) of ERISA) or a "disqualified person" (within the meaning of Section 4975(e)(2) of the Internal Revenue Code of 1986, as amended), with respect to any such ERISA Plan, except as Borrower has specifically disclosed to Lender in writing; or

(b) if Borrower is a Broker or Bank, neither Borrower nor any Affiliate of Borrower has discretionary authority or control with respect to the assets of, or renders investment advice [within the meaning of 29 C.F.R. Section 2510.3-21(c)] with respect to, any assets of any such ERISA Plan, except as Borrower has specifically disclosed to Lender in writing.

6.7 [8] Lender represents and warrants:

(a) that it is a trust company duly organized and validly existing under the laws of the Commonwealth of Massachusetts; and

(b) that it has, or will have at the time of delivery of any Borrowed Securities, the authority to deliver, on behalf of its Client(s), the Borrowed Securities subject to the terms and conditions hereof.

7. Covenants.

7.1 The following covenants are made with respect to financial information regarding the Borrower:

(a) If Borrower is not a Broker, it covenants as follows: Upon execution of this Agreement, Borrower shall deliver to the Lender Borrower's and any parent company's most recent available financial information, including (without limitation) the most recent available audited and unaudited statements of Borrower's and any parent company's financial condition that Borrower or such parent company is required to provide to any governmental agency or self regulatory body. As long as any Loan is outstanding under this Agreement, Borrower will promptly deliver to Lender all such financial information that is subsequently available, and any other financial information or statements that Lender may reasonably request.

(b) If Borrower is a Broker, it covenants as follows: Upon execution of this Agreement, Borrower shall deliver to Lender Borrower's and Borrower's parent company's most recent statements required to be furnished to Borrower's or Borrower's parent company's customers by Rule 17a-5(c) and (d) of the SEC under the Exchange Act. As long as any Loan is

outstanding under this Agreement, Borrower shall promptly deliver to Lender all such statements subsequently required to be furnished to Borrower's customers or Borrower's parent company's customers by such Rule. Upon execution of this Agreement, Borrower shall also deliver to Lender Borrower's and any parent company's most recent financial information otherwise available to its shareholders, the SEC, or the public, as the case may be including (without limitation) the most recent available audited and unaudited statements of Borrower's or any parent company's financial condition and any report or notice required by Rules 17a-5(a)(2)(i) and (ii) and 17a-11 of the SEC under the Exchange Act. As long as any Loan is outstanding under this Agreement, Borrower will promptly deliver to the Lender all such financial information that is subsequently available, and any other financial information or statements that Lender may reasonably request.

7.2 Borrower agrees to be liable as principal with respect to its obligations hereunder.

7.3 Borrower agrees to cause every Letter of Credit delivered by it and constituting Collateral hereunder to be renewed or replaced by Collateral (including, without limitation, a renewal or replacement Letter of Credit) satisfactory to Lender at least three Boston business days prior to the scheduled expiration date of such Letter of Credit or at any time in the event that Lender otherwise determines that such Letter of Credit shall no longer constitute Collateral.

7.4 The Borrower covenants that it shall ensure that this Agreement and all instruments of transfer of any Securities provided or returned pursuant to the terms of this Agreement have been duly stamped in accordance with all applicable legislation.

7.5 The Borrower covenants that at all times it shall ensure compliance with those provisions of applicable law concerning the taxation of securities lending arrangements so that Lender does not incur any unnecessary tax or capital gains tax (other than income tax in respect of fees payable under this Agreement) arising out of the provision of Borrowed Securities to the Borrower and the return to Lender of Borrowed Securities.

8. Termination of Loan without Default.

8.1 Borrower may cause the termination of a Loan, at any time, by returning the Borrowed Securities to Lender.

8.2 Lender may cause the termination of a Loan by giving notice of termination of such Loan to Borrower prior to the close of business on any Securities Trading Day. Upon such notice, Borrower shall deliver Borrowed Securities to Lender no later than the earlier of:

- (a) the end of the customary delivery period for such securities; or
- (b) except as otherwise agreed in the Applicable Appendix, the close of the third Securities Trading Day following the day on which Lender gives notice of termination of such Loan to Borrower. For purposes of determining the Securities Trading Day on which Borrowed Securities must be returned to Lender, the first

Securities Trading Day shall be the Securities Trading Day that follows the Securities Trading Day on which notice is given.

8.3 Borrower's delivery of the Borrowed Securities to Lender pursuant to Section 8.1 or 8.2 shall be made by a method permitted under Section 3.1. No later than the close of the Collateral Transfer Day that next follows the Securities Trading Day upon which Borrower so returns the Borrowed Securities to Lender, Lender shall redeliver the Collateral with respect to such loan (as adjusted pursuant to Section 4) to Borrower. If the Collateral is a Letter of Credit, the return of the Borrowed Securities shall be considered final settlement payment.

9. Events of Default.

9.1 All references to "Lender" in this Agreement shall be construed to reflect that each Client shall have, in connection with any Loan or Loans entered into by Lender as agent on its behalf, the rights, responsibilities, privileges and obligations of a "Lender" directly entering into such Loan or Loans with Borrower under the Agreement. Both Lender and its Client shall be deemed "parties" to this Agreement such that all references to Lender in this Agreement shall be deemed to include references to each Client; provided, however, a Default by Lender and/or Client with respect to a loan or loans on behalf of one Client shall be an event of Default by that Client and the Borrower may not treat all other loans between Borrower and Lender (on behalf of non-defaulting Clients) as being in Default.

9.2 In the event: (i) Borrower and Lender enter into other securities loan agreements as well as this Agreement (to govern, for example, borrowing different security types), and (ii) Borrower defaults under this Agreement or under any other securities loan agreement with Lender, the default under that one agreement would be considered an event of default under all securities loan agreements between Borrower and Lender. Borrower acknowledges that should it default under this or any of its other securities loan agreements with Lender, a surplus of collateral under one loan to Borrower under one securities loan agreement may be applied to another loan to Borrower under another securities loan agreement. Borrower further acknowledges that such cross collateralization applies to loans from all Clients to Borrower so that in the event of default, collateral from an overcollateralized loan from one Client may be applied to an undercollateralized loan from another Client.

9.3 All Loans between Borrower and Lender may (at the option of the non-defaulting party, exercised by notice to the defaulting party) be terminated immediately upon the occurrence of any one or more of the following events (individually, a "Default"):

(a) if either party fails to return Borrowed Securities or Collateral as required by Section 8 hereof;

(b) if either party fails to deliver or return Collateral, as required by Section 4 hereof, or if Borrower shall fail to comply with the terms of Section 2.5 or 7.3 hereof;

(c) if Borrower fails to comply with the requirements of Section 3.3 hereof and such failure is not cured within one Securities Trading Day of notice of such failure to Borrower;

(d) if either party or any parent company of the Borrower makes a general assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they become due, or files or becomes subject to a petition in bankruptcy or is adjudicated as bankrupt or insolvent, or files or becomes subject to a petition seeking reorganization, liquidation, dissolution, or similar relief under any present or future law or regulation, or seeks, consents to or acquiesces in the appointment of any trustee, receiver, or liquidator of it or any material part of its properties;

(e) if Borrower is suspended or expelled from membership or participation in the New York Stock Exchange, the American Stock Exchange, the National Association of Securities Dealers, or any other securities exchange or securities association, or if it is suspended from dealing in securities by the SEC or any other governmental or self-regulatory body, or if its authority to deal in securities is suspended or revoked under any applicable law or regulation;

(f) if Borrower or Lender has its license, charter, or other authorization necessary to conduct a material portion of its business withdrawn, suspended or revoked by any applicable government or any agency thereof;

(g) if it is found that the Borrower has made a material misrepresentation of its financial condition or of the financial condition of any parent company;

(h) if Borrower breaches any covenants, representations, or agreements herein, or if Borrower or any parent company of the Borrower breaches the terms of any other securities loan, repurchase, or foreign exchange, or similar capital markets agreements or agreements related thereto between Borrower or such parent company and Lender or any entity affiliated with Lender; or

(i) if a final judgment for the payment of money shall be rendered against Borrower and such judgment shall not have been discharged or its execution stayed pending appeal within sixty days of entry or such judgment shall not have been discharged within sixty days of expiration of any such stay.

10. Lender's Remedies on Borrower's Default.

10.1 In the event of any Default by Borrower under Section 9 hereof, Lender shall have the right, in addition to any other remedies provided herein or under applicable law (without further notice to Borrower), at its option:

(a) to purchase securities of the same type as the Borrowed Securities in any market for such securities; or

(b) to elect to treat the Borrowed Securities as having been purchased by Borrower at a purchase price equal to the Replacement Value. Lender may apply the Collateral to the payment of such purchase (whether actual or deemed), after deducting therefrom all amounts, if any, due Lender under this Agreement, including (without limitation) Sections 3 and 5 hereof. In such event, Borrower's obligation to return the Borrowed Securities shall terminate. Borrower shall be liable to Lender for the cost of funds (at the Default Rate) which Lender must advance to purchase such Securities during any stay on the application of the Collateral (whether such stay is automatic or imposed by a court or any other governmental agency).

10.2 In the event such purchase price or Replacement Value exceeds the amount of the Collateral, Borrower shall be liable to Lender for the amount of such excess (plus all amounts, if any, due to Lender hereunder) together with interest on all such amounts at the Default Rate, as it fluctuates from day to day, payable on demand from the date of such purchase or election until the date of payment of such excess. Lender shall have, as security for Borrower's obligation to pay such excess, a first security interest in or right of setoff against any property of Borrower then held by Lender (in any capacity) and any other amount payable by Lender (in any capacity) to Borrower including, without limitation, any property of Borrower then held by Lender under any other securities loan agreement between Borrower and Lender. The purchase price of securities purchased under this Section 10 shall include brokers' fees, taxes and commissions and all other reasonable costs, fees, and expenses related to such purchase. Upon the satisfaction of all of Borrower's obligations hereunder, any remaining Collateral shall be returned to Borrower.

10.3 If Borrower is a Broker, the following statement applies: Without waiving any rights given to Lender hereunder, it is understood that the provisions of the Securities Investor Protection Act of 1970 may not protect Lender with respect to Borrowed Securities hereunder and that, therefore, the Collateral delivered to Lender may constitute the only source of satisfaction of Borrower's obligations in the event Borrower fails to return the Borrowed Securities.

10.4 The Lender shall not be obligated to assert or enforce any rights, liens or security interest hereunder or to take any action in reference thereto, and the Lender may in its discretion at any time relinquish its rights hereunder as to particular property, in each case without thereby affecting or invalidating its rights hereunder as to all or any other property securing or purporting to secure the Loans.

11. Borrower's Remedies on Lender's Default.

11.1 In the event of any Default by Lender under Section 9 hereof, Borrower shall, except as provided in Section 11.2, have the right to sell an amount of the Borrowed Securities, in the principal market for such securities, that will provide proceeds equal in value to the Collateral Value on the date of Default. In such event, Borrower may retain the proceeds of such sale and Lender's obligation to return the Collateral shall terminate. In the event the sale price received from such securities is less than the Collateral Value on the date of Default, Lender shall be liable to Borrower for the amount of any deficiency (plus all amounts, if any, due to Borrower hereunder). Upon the satisfaction of all of Lender's obligations hereunder, any remaining Borrowed Securities shall be returned to Lender.

11.2 If Borrower elects to terminate a Loan collateralized by a Letter of Credit upon Default by Lender, Borrower shall return the Borrowed Securities and Lender shall return the Letter of Credit for cancellation.

12. RESERVED

13. Indemnification.

Borrower hereby agrees to indemnify and hold harmless Lender, Lender's agent, each Client, and in the case of a Client that is an employee benefit plan, the sponsor and fiduciaries of such plan, from any and all damages, losses, costs, and expenses (including attorney's fees) that Lender or any such Client, plan sponsor, or plan fiduciary may incur or suffer due to Borrower's Default or other failure to perform its obligations under this Agreement. Borrower further agrees that such indemnity shall apply to any and all costs and expenses, including taxes (including, but not limited to, transfer taxes, stamp duty, financial institutions duty, income tax and capital gains tax) assessed against Lender or its Clients with respect to any transfer hereunder of the Borrowed Securities or Collateral or incurred by Lender or its Clients in respect of this Agreement and any transactions arising out of this Agreement. The right to indemnification under this Section 13 shall survive the termination of any Loan or of this Agreement.

14. Waiver.

The failure of either party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. All waivers in respect of a Default must be in writing.

15. Appendices.

The parties shall enter into an Appendix to the Agreement with respect to Loans of each specified type of securities to be loaned at a Securities Trading Location and to be secured by specified types of Collateral at a specified Collateral Location. Each such Appendix shall be executed by an authorized representative of each party and shall be substantially in the same form as Exhibit 1 attached hereto. Each Appendix shall be considered a part of this Agreement and may be modified only as provided in Section 25.

16. Currency Conversion.

If it is necessary to convert from a value under one currency to any other currency for any purpose hereunder, the exchange rate used shall be based on the rate most recently announced, prior to the time such conversion is actually made, by the Federal Reserve Bank of New York pursuant to its authority under Section 522 of the Tariff Act of 1930, as amended, unless a different rate is specified in the Applicable Appendix.

17. Continuing Agreement; Termination.

It is the intention of the parties hereto that, subject to the termination provisions set forth herein, this Agreement shall constitute a continuing agreement in every respect and shall apply to each and every Loan, whether now existing or hereafter made by Lender to Borrower except for Loans where the Securities Trading Location is in the United States. Borrower and Lender may each at any time terminate this Agreement upon five Securities Trading Days' written notice to the other to that effect. The sole effect of any such termination of this Agreement will be that, following such termination, no further Loans by Lender shall be made or considered made hereunder, but the provisions hereof shall continue in full force and effect in all other respects until all Loans have been terminated and all obligations satisfied as herein provided.

18. Notices.

Except as otherwise specifically provided herein, notices under this Agreement may be made orally, in writing, or by any other means mutually acceptable to the parties. If in writing, a notice shall be sufficient if delivered to the party entitled to receive such notices at the following addresses:

If to Borrower: Macquarie Securities (USA) Inc.
125 West 55th Street
New York, NY 10019
Attn: Clare Hegarty, Legal Dept.

If to Lender: State Street Bank and Trust Company
Securities Finance Division
One Lincoln Street, Floor 3
Boston, Massachusetts 02111
Attention: International Trading Area

Telephone and facsimile notices shall be sufficient if communicated to the party entitled to receive such notice at the following numbers:

If to the Borrower:
Telephone 44 20 7065 2547 Facsimile 44 20 7065 2061

If to the Lender:
Telephone (617) 664-2720 Facsimile (617) 644-2685

The parties shall promptly notify each other in writing of any change of address, addressee, telephone number or facsimile number. Lender shall consider Borrower's address, addressee, telephone number and facsimile number correct unless Borrower notifies Lender in writing otherwise.

19. Securities Contracts.

Each party hereto agrees that this Agreement and the Loans made hereunder shall be "securities contracts" for purposes of the Bankruptcy Code of 1978, 11 U.S.C. Sections 101-1330, as amended, and any bankruptcy proceeding thereunder.

20. Lender's Agents.

Whenever this Agreement requires Lender to deliver securities or Collateral to Borrower, entitles Lender to receive securities or Collateral from Borrower, or requires or entitles Lender to perform other functions, such functions may be performed by such agent of Lender as Lender may designate in a written notice to Borrower.

21. Superseding Agreement.

This Agreement supersedes any other agreement between the parties concerning loans of securities between the parties hereto at any Securities Trading Location agreed to by the parties.

22. Assignments.

This Agreement shall not be assigned by either party without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.

23. Governing Law, Jurisdiction, Service of Process

This Agreement shall be governed and construed in accordance with the laws of The Commonwealth of Massachusetts. Borrower hereby irrevocably submits to the jurisdiction of any Massachusetts state or federal court sitting in The Commonwealth of Massachusetts in any action or proceeding arising out of or related to this agreement, hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Massachusetts state or Federal court except that this provision shall not preclude any party from removing any action to federal court. Borrower hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. Borrower hereby irrevocably appoints _____ (Massachusetts person) as its agent to receive on its behalf service of copies of the summons and complaint and any other process which may be served in any such action or proceeding (the "Process Agent"). Such service may be made by mailing or delivering a copy of such process, in care of the Process Agent at the above address. Borrower hereby irrevocably authorizes and directs the Process Agent to accept such service on its behalf. As an alternative method of service, Borrower also irrevocably consents to the service of any and all process in any such action or proceeding by the

mailing of copies of such process to Borrower at its address specified in Section 18 hereof. Borrower agrees that a final judgment in any such action or proceeding, all appeals having been taken or the time period for such appeals having expired, shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

24. Severability.

The provisions of this Agreement are severable and the invalidity or unenforceability of any provision hereof shall not affect any other provision of this Agreement. If in the construction of this Agreement any court should deem any provision to be invalid because of scope or duration, then such court shall forthwith reduce such scope or duration to that which is appropriate and enforce this Agreement in its modified scope or duration.

25. Modification.

This Agreement shall not be modified, except by an instrument in writing signed by the parties hereto.

BORROWER: MACQUARIE SECURITIES (USA) INC.

Name John B. Mullin
By John B. Mullin
Title Treasurer

LENDER: STATE STREET BANK AND TRUST COMPANY, in
its capacity as trustee, custodian, or
agent of the Clients

Name Paul F. Lynch
By Paul F. Lynch, CFA
Title Senior Managing Director

EXHIBIT 1

APPENDIX

to the SECURITIES LOAN AGREEMENT (INTERNATIONAL)
dated the day of , (the "Agreement")
between **STATE STREET BANK AND TRUST COMPANY**,
as trustee, custodian, or agent for its Clients ("Lender"),
and **BORROWER NAME** ("Borrower")

Pursuant to Section 15 of the Agreement, Lender and Borrower enter into this Appendix to govern certain aspects of those Loans that are hereafter made under the Agreement and which are described as follows:

Type of Securities:

Securities Trading Location:

Clearing Organization (if applicable):

- (a) for purposes of the transfer of Non-Cash Collateral (see Section 2.1(f)):
- (b) for purposes of the transfer of Borrowed Securities (see Section 3.1(b)):

Collateral Location:

The following provisions of this Appendix relate, respectively, to the following Sections of the Agreement.

**Section of
Agreement**

Terms specified by this Appendix

Cash Collateral means Collateral in the lawful currency of the Collateral Location, unless a different currency is agreed to by the parties.

The Default Rate shall be the Prime Rate, unless a different rate is agreed to by the parties.

The Maximum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred eight percent (108%).

The Minimum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

- 2.1 No later than the Collateral Transfer Day that is one Collateral Transfer Day prior to the Securities Trading Day upon which the Borrowed Securities are to be transferred to Borrower as a Loan, Borrower shall deliver to the Lender Collateral with a Collateral Value not less than the Minimum Margin Amount.

In addition to the types of Collateral specified in Section 2.1, certain other types of Collateral (delivered in the method specified) may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1. Agreement as to acceptable forms of Collateral may be made by the following means of communication: telephonic communication, facsimile, electronic mail, in writing or other means mutually acceptable to the parties.

- 2.4 Notwithstanding Section 2.4, Borrower acknowledges that distributions on Non-Cash Collateral may be afforded different treatment than Borrower would have been so entitled had it not delivered the Collateral to Lender, and hereby agrees not to claim Lender or any relevant Client for any disparate treatment as a result of its receiving the distribution from Lender (as opposed to a distribution from issuer directly). In addition, Lender shall reduce the amount of such distributions paid to Borrower by any withholding or other taxes imposed or assessed with respect to such distributions.

Distributions on Non-Cash Collateral are to be delivered to Borrower in the currency in which such distributions are made by the issuer of such security, unless a different currency is specified here:

Such other currency as agreed to by the parties

- 3.1(c) In addition to the methods of delivering the Borrowed Securities specified in Section 3.1, certain other methods may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1.

- 3.3 Cash Distributions on Borrowed Securities are to be delivered to Lender in the currency in which such distributions are made by the issuer of the Borrowed Securities, unless a different currency is specified here:

Such other currency as agreed to by the parties

- 4.5(b) If the Collateral Location is not in the United States, the Notice Deadline shall be the customary notice deadline required in order to assure that Collateral shall be delivered by the close of the Collateral Transfer Day ("Delivery Deadline"). If notice is given after the Notice Deadline, then the Delivery Deadline shall be no later than the close of the next Collateral Transfer Day (determined by the time of the Collateral Location).

5.2 The loan rebate fee (if applicable) shall be paid in the currency of the Collateral Location unless a different currency is specified here:

Such other currency as agreed to by the parties.

5.3 The loan premium (if applicable) shall be paid by Borrower to Lender in the currency of the Securities Trading Location unless a different currency is specified here:

U.S. Dollars or such other currency as agreed to between the parties.

8.2(b) Section 8.2(b) is hereby amended to read as follows:

"(b) the close of the third Securities Trading Day following the day on which Lender gives notice of termination of such Loan to Borrower. For purposes of determining the Securities Trading Day on which Borrowed Securities must be returned to Lender, the first Securities Trading Day shall be the Securities Trading Day that follows the Securities Trading Day on which notice is given."

16. The exchange rate used for conversion of currency exchange values shall be the rate as determined by State Street by utilizing a nationally recognized pricing service.

DATED this _____ day of _____, 2007

BORROWER:

EXHIBIT - DO NOT SIGN HERE

Name: _____

By: _____

Title: _____

LENDER:

STATE STREET BANK AND TRUST COMPANY,
in its capacity as trustee, custodian or agent for its Clients

Name: _____

By: _____

Title: _____

For personal use only

SECURITIES LOAN AGREEMENT

(United States Securities other than United States Government Securities)

Between

MACQUARIE SECURITIES (USA) INC.

And

STATE STREET BANK AND TRUST COMPANY

w:\legal\borrower\corporate.

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SECURITIES LOAN AGREEMENT

(United States Securities other than
United States Government Securities)

Agreement dated the 16th day of ~~December~~ January, 2006 between Macquarie Securities (USA) Inc., a registered broker-dealer or a bank ("Borrower"), and STATE STREET BANK AND TRUST COMPANY, a Massachusetts trust company ("Lender"), acting in its capacity as trustee, custodian, or agent for various employee benefit plans, endowment funds, custodial accounts, and other clients (the "Clients"), setting forth the terms and conditions under which Lender, from time to time and on behalf of the Clients, may lend to Borrower, against the receipt of Collateral, certain securities (other than U.S. Securities).

Definitions.

For the purposes hereof:

1. "Affiliate" shall mean with respect to another person: (i) any person directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with such other person; (ii) any officer, director, or partner, employee or relative (as defined in Section 3(15) of ERISA) of such other person; and (iii) any corporation or partnership of which such other person is an officer, director or partner. For purposes of this definition the term "control" means the power to exercise a controlling influence over the management or policies of a person other than an individual.

2. "Borrowed Securities" shall mean any "security" (as defined in the Exchange Act) which is not a U.S. Security and which is delivered as a Loan hereunder, until the Clearing Organization credits the Lender's accounts or the certificate for such security is delivered or otherwise accepted back hereunder or until the security is replaced by purchase, except that, if any new or different security shall be exchanged for any Borrowed Security by recapitalization, merger, consolidation or other corporate action, such new or different security shall, effective upon such exchange, be deemed to become a Borrowed Security in substitution for the former Borrowed Security for which such exchange was made. For purposes of the return of Borrowed Securities by Borrower pursuant to Section 8 or the purchase of securities pursuant to Sections 10 or 11 hereunder, such term shall include securities of the same issuer, class and quantity as the Borrowed Securities, as adjusted pursuant to the preceding sentence.

3. "Business Day" shall mean any day recognized as a settlement day by the New York Stock Exchange, Inc. and on which Lender is open for business to the public.

4. "Collateral" shall mean, whether now owned or hereafter acquired, (a) that collateral permitted by the SEC under the Exchange Act and delivered to Lender pursuant to Section 3 or 4, and (b) all accounts in which such collateral is deposited and all securities and the like in which all cash collateral is invested or reinvested.

5. "Clearing Organization" shall mean (a) the Depository Trust Company, and/or, if agreed to by the parties hereto, such other clearing agency at which Borrower and Lender (or Lender's agent) maintain accounts, and/or (b) any Federal Reserve Bank which maintains a book-entry system.

6. "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

7. "Letter of Credit" shall mean an irrevocable Letter of Credit issued by a Bank (within the meaning of Section 3(a)(6)(A)-(C) of the Exchange Act) that is not the Borrower or an Affiliate of the Borrower, and which is acceptable to Lender in its sole discretion. The Letter of Credit shall provide that payments thereunder shall be made to Lender upon presentation of a statement by Lender to the effect that a Borrower's default has occurred.

8. "Loan" shall mean a loan of securities hereunder.

9. "Margin Percentage" shall mean one hundred and two percent (102%), or such greater percentage as is agreed to by the parties pursuant to Section 1.1.

10. "Market Value" of a security means the fair market value of such security (including, in the case of any Borrowed Security that is a debt security, the accrued interest on such security) as determined by the independent pricing service designated by Lender, or by such other independent sources as may be selected by Lender on a reasonable basis.

11. "Prime Rate" shall mean the prime rate as quoted in the Wall Street Journal, New York Edition, for the Business Day preceding the date on which such determination is made. If more than one rate is so quoted, the Prime Rate shall be the average of the rates so quoted.

12. "Replacement Value" shall mean the price, including any brokerage or other expenses and accrued interest, at which a like amount of securities identical to the Borrowed Securities could be purchased in the principal market for such securities at the time of the Lender's election under Section 10.1 hereof.

13. "U.S. Security" means a security issued or guaranteed by the United States government or any of its agencies.

Borrower and Lender as the parties hereto agree as follows:

1. Loans of Securities.

1.1 Upon request of Borrower, Lender may, from time to time, in its discretion and on behalf of the Clients, lend securities to Borrower against the receipt of Collateral delivered by Borrower. The parties shall agree on the terms of each Loan, including the identity and amount of the securities to be lent, the basis of compensation, and the type and amount of Collateral to be delivered by Borrower (subject to the terms and conditions of this Agreement), which terms may be amended during the period of the Loan only by mutual agreement of the parties hereto.

1.2 Loans, all applicable terms and conditions thereof, and amendments and activity, if any, with respect thereto, shall be evidenced by Lender's records pertaining to such Loans maintained by Lender in the regular course of its business and such records shall represent conclusive evidence thereof except for manifest error or willful misconduct. Lender will send Borrower monthly statements of outstanding Loans showing Loan activity which Borrower agrees to examine promptly and to advise Lender of any errors or exceptions. Borrower's failure to so advise Lender within twenty (20) days after delivery of any such statement shall be deemed to be Borrower's admission of the accuracy and correctness of the contents thereof and Borrower shall be fully bound thereby.

1.3 Notwithstanding any other provisions in this Agreement with respect to when a Loan occurs, a Loan hereunder shall not occur until the Borrowed Securities and the Collateral therefor are delivered. If, on any Business Day, Borrower delivers Collateral, as provided in Section 3.1 hereunder, and Lender does not deliver the Borrowed Securities, Borrower shall have the absolute right to the prompt return of the Collateral; and if, on any Business Day, Lender delivers Borrowed Securities and Borrower does not deliver Collateral as provided in Section 2.1 hereunder, Lender shall have the absolute right to the prompt return of the Borrowed Securities.

2. Deliveries and Treatment of Collateral.

2.1 Concurrently with the receipt of the Borrowed Securities, Borrower shall deliver to Lender Collateral in an amount not less than the Margin Percentage of the current Market Value of the Borrowed Securities. The Collateral shall be delivered by such one or more of the following methods as are agreed to by the parties pursuant to Section 1.1: (a) Borrower transferring funds by wire, (b) Borrower delivering to Lender an irrevocable letter of credit issued by a mutually acceptable "bank" (as defined in Section 3(a)(6)(A)-(C) of the Exchange Act) that is not an Affiliate of Borrower, (c) Borrower delivering U.S. Securities through the Federal Reserve book-entry system to the account of Lender at the Federal Reserve Bank of Boston, (d) Borrower delivering federal funds to the Lender's account at the Federal Reserve Bank of Boston or at a Clearing Organization, and/or (e) Borrower delivering Collateral through any other method agreed to by the parties.

2.2 The Collateral delivered by Borrower to Lender, as adjusted pursuant to Section 4 below, shall be security for the due and punctual performance by Borrower of any and all of its obligations to the Lender hereunder and under any other securities loan agreement between Borrower and Lender, now or hereafter arising, and Borrower hereby pledges with, assigns to, and grants Lender a continuing first security interest in, and a lien upon, the Collateral. Such first security interest shall attach upon the delivery of the Collateral to Lender, shall survive the termination of this Agreement, and shall cease only upon the redelivery of the Collateral to Borrower subsequent to the return of the Borrowed Securities to the Lender. In addition to the rights and remedies given to Lender hereunder, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code of Massachusetts.

2.3 It is understood that Lender may use or invest the Collateral, to the extent that such Collateral consists of cash. Such use or investment shall be at Lender's risk and, subject to

the payment of an agreed rebate fee to Borrower pursuant to Section 5.2, Lender shall be entitled to retain all income and profits therefrom and shall bear all losses therefrom. Except as provided in Section 10, Lender may not pledge, repledge, hypothecate, rehypothecate, lend, or relend the Collateral, to the extent such Collateral consists of other than cash. However, the Lender may commingle and hold non-cash Collateral in bulk.

2.4 With the approval of Lender, Borrower may at any time substitute for any securities held by Lender as Collateral for the Borrowed Securities other Collateral with respect to the Borrowed Securities of equal current Market Value to the securities for which it is to be substituted. Prior to the maturity of any U.S. Security that is delivered to the Lender as Collateral, the Borrower shall replace such U.S. Security with other Collateral acceptable to the Lender and of equal current Market Value to the U.S. Security for which it is to be substituted. Substituted Collateral shall be considered Collateral for all purposes hereof.

2.5 Borrower shall be entitled to receive all distributions made on or in respect of non-cash Collateral the payment dates for which are during the term of the Loan and which are not otherwise received by Borrower, to the full extent it would be so entitled if the Collateral has not been delivered to Lender; provided, however, that the amount, type or value of such distribution which Borrower is entitled to receive hereunder shall not exceed the amount, type and value received by State Street or its agents. Any distributions made on or in respect of such Collateral which Borrower is entitled to receive pursuant to this Section shall be paid by Lender to Borrower forthwith upon receipt by Lender, so long as Borrower is not in Default at the time of such receipt.

2.6 Except as provided in Sections 10 and 11 hereunder, Lender shall be obligated to return the Collateral to Borrower upon the return to Lender of the Borrowed Securities.

2.7 As further security for the due and punctual performance by Borrower of any and all obligations to Lender hereunder, or under any other securities loan agreement between Borrower and Lender, Borrower hereby grants and transfers to Lender a lien upon and a security interest in any and all property (together with the proceeds thereof) in which the Borrower at any time has rights and which at any time has been delivered, transferred, or deposited in or credited to an account with, the Lender or otherwise at any time is in the possession or under the control or recorded on the books of the Lender, whether expressly as Collateral or for safekeeping or for any other or different purpose, including (without limitation) collateral delivered as security under any other securities loan agreement between Borrower and Lender and any property which may be in transit by mail or carrier for any purpose, or converted or affected by any documents in the Lender's possession.

3. Deliveries and Treatment of Borrowed Securities.

3.1 Lender shall deliver the Borrowed Securities to Borrower either (a) by delivering to Borrower certificates representing the Borrowed Securities together with duly executed stock or bond transfer powers, as the case may be, or (b) by causing the Borrowed Securities to be credited to Borrower's account and debited from Lender's account at a Clearing Organization, as

agreed to by the parties hereto, and such crediting and debiting shall result in receipt by Borrower and Lender of a Clearing Organization notice of such crediting and debiting, which notice shall constitute a schedule of the Borrowed Securities.

3.2 Except as provided in Section 3.3, Borrower shall exercise all of the incidents of ownership with respect to the Borrowed Securities, including the right to transfer the Borrowed Securities to others, until the Borrowed Securities are returned to Lender in accordance with the terms hereof.

3.3 Lender shall be entitled to receive all distributions (including payments upon maturity or other redemption) made on or in respect of the Borrowed Securities, the record and/or payable dates for which are during the term of the Loan and which are not otherwise received by Lender, to the full extent it would be so entitled if the Borrowed Securities had not been lent to Borrower, including, but not limited to:

- (a) all cash dividends;
- (b) all other distributions of cash or property;
- (c) stock dividends;
- (d) securities received as a result of split-ups, conversions, sub-divisions or consolidations of the Borrowed Securities and distributions in respect thereof;
- (e) interest payments;
- (f) in the case of a rights issue, the Borrowed Securities together with the securities allotted thereon;
- (g) in the case of redemption, a sum of money equivalent to the proceeds of the redemption;
- (h) any rights relating to conversion, sub-division, consolidation, preemption, rights arising under a takeover offer or other rights, including those requiring election by the holder for the time being of such securities which become exercisable prior to the redelivery of Borrowed Securities, in which event the Lender may, within a reasonable time before the latest time for the exercise of the right or option, give written notice to the Borrower that on redelivery of Borrowed Securities it wishes to receive redelivered securities in such form as if the right is exercised or, in the case of a right which may be exercised in more than one manner, is specified in such written notice;
- (i) in the case of a capitalized issue, the Borrowed Securities together with the securities allotted by way of a bonus thereon;

(j) in the case of any event similar to any of the foregoing, the Borrowed Securities together with or replaced by a sum of money or securities equivalent to that received in respect of such Borrowed Securities resulting from such event; and

(k) all rights to purchase additional securities.

In regard to subparagraphs (f) through (j) above, the Borrower shall either: (i) redeliver the Borrowed Securities in time to allow the respective Clients to participate in rights, fees or other benefits so described; or (ii) exercise such rights, fees or other benefits as directed by Lender. In the event a re-registration process is necessary in order to transfer such rights, fees or other benefits which attach to the Borrowed Securities, and a Loan is terminated prior to the applicable record/payable date but not sufficiently prior to the record/payable date to enable Lender to re-register the Borrowed Securities in its own name, Borrower is to forward, and/or act on Lender's behalf in accordance with Lender's instructions with respect to all rights, fees or other benefits.

3.4 Cash dividends and other distributions shall be paid gross of any foreign withholding taxes. Any cash distributions made on or in respect of the Borrowed Securities which Lender is entitled to receive pursuant to this Section shall be paid to Lender by Borrower on payable, maturity, or redemption date. Non-cash distributions other than those in the nature of stock splits or stock dividends shall be paid to Lender as soon as possible under the best efforts of Borrower. Non-cash distributions which are in the nature of stock splits or stock dividends and which are received by Borrower shall be added to the Borrowed Securities and shall be considered such for all purposes, except that: (i) if the Borrowed Securities have been returned to Lender or if Borrower is in Default hereunder, Borrower shall forthwith deliver any such non-cash distributions to Lender; and (ii) Lender may direct Borrower, upon no less than six Business Days notice prior to the date of such a non-cash distribution, to deliver the same to Lender on the Business Day next following the date of such non-cash distribution.

4. Marks to Market; Maintenance of Collateral.

4.1 Borrower shall daily mark to market any Loans hereunder and in the event that at the close of trading on any day the Market Value of all the Collateral delivered by Borrower to Lender with respect to any Loan hereunder shall be less than one hundred two percent (102%) of the Market Value of all Borrowed Securities outstanding with respect to such Loan, Borrower shall deliver to Lender additional Collateral by the close of the next Business Day so that the Market Value of additional Collateral when added to Market Value of the Collateral with respect to such Loan shall equal at least the Margin Percentage of the Market Value of the Borrowed Securities outstanding with respect to such Loan. Such additional Collateral shall be delivered as provided in Section 3.1 above.

4.2 In the event that at the close of trading on any day the Market Value of all the Collateral delivered by Borrower to Lender with respect to any Loan hereunder shall be less than the Margin Percentage of the Market Value of all the Borrowed Securities outstanding with respect to such Loan, Lender may, by notice to Borrower, demand that Borrower deliver to

Lender additional Collateral so that the Market Value of such additional Collateral when added to the Market Value of the Collateral with respect to such Loan shall equal at least the Margin Percentage of the Market Value of the Borrowed Securities outstanding with respect to such Loan. Such delivery is to be made by the close of business of the day of Lender's notice to Borrower if such notice is given before 10:30 a.m. on a Business Day. If Lender's notice is given after 10:30 a.m. on a Business Day or is given on a day other than a Business Day, such delivery is to be made by the close of business of the next Business Day, unless (a) such notice has been superseded by a proper demand made pursuant to this Section 4.2 or Section 4.3 given before 10:30 a.m. of that next Business Day, or (b) a greater amount of additional Collateral is required to be delivered on that next Business Day pursuant to Section 4.1. Such additional Collateral shall be delivered as provided in Section 2.1 above.

4.3 In the event that at the close of trading on any day the Market Value of all the Collateral delivered hereunder by Borrower to Lender with respect to any Loan shall be greater than the Margin Percentage of the Market Value of all the Borrowed Securities outstanding with respect to such Loan, Borrower may, by notice to Lender, demand that Lender redeliver to Borrower such amount of Collateral as may be selected by Borrower, so long as the Market Value of the remaining Collateral equals at least the Margin Percentage of the Market Value of the Borrowed Securities outstanding with respect to such Loan. Such redelivery is to be made by the close of business of the day of Borrower's notice to Lender if such notice is given before 10:30 a.m. on a Business Day. If Borrower's notice is given after 10:30 a.m. on a Business Day or is given on a day other than a Business Day, such redelivery is to be made by the close of business of the next Business Day, unless (a) such notice has been superseded by a proper demand made pursuant to Section 4.2 or this Section 4.3 given before 10:30 a.m. of that next Business Day, or (b) additional Collateral is required to be delivered on that next Business Day pursuant to Section 4.1. Such Collateral shall be delivered as provided in Section 3.1 above.

4.4 If the delivery or redelivery of Collateral under Section 4.1, 4.2 or 4.3 is to be made pursuant to the method specified in Section 3.1(b), the obligation of Borrower or Lender to so deliver or redeliver such Collateral shall be conditioned upon the other party's timely compliance with all applicable procedures of the Clearing Organization through which such delivery or redelivery is to be made.

5. Fees.

5.1 When the agreement to lend securities is made, the parties shall agree on the basis of compensation to be paid in respect of the Loan.

5.2 To the extent that a Loan of Borrowed Securities is collateralized by cash, the parties may agree that Lender's compensation shall consist of the right to use and invest such cash Collateral, and that, in consideration for such right to use and invest cash Collateral, Lender will pay Borrower a loan rebate fee computed daily for each such Loan and based on the amount of cash Collateral delivered with respect to such Loan. The amount of such loan rebate fee shall be computed (a) from the first Business Day next following the day that cash Collateral is delivered to Lender, to the extent that such Loan is collateralized by cash through a means other

than Borrower's delivery of federal funds, and (b) from the first Business Day that cash Collateral is delivered to Lender, to the extent that the Loan is collateralized by Borrower's delivery of federal funds. Computation of such loan rebate fee shall be made daily, through and including the earliest of: (i) the date that such cash Collateral is returned to Borrower, to the extent that such Loan is collateralized by cash through a means other than Borrower's delivery of federal funds; (ii) the date next preceding the date such cash Collateral is returned to Borrower, to the extent that such Loan is collateralized by Borrower's delivery of federal funds; (iii) the date of a Default by Borrower; and (iv) the date Lender gives notice of termination pursuant to Section 8.2, provided that the parties may mutually agree that a loan rebate fee will be paid for all or an agreed upon number of days after such notice is given (but in no event for a period beyond the earliest of the dates described in clauses (i), (ii), and (iii) of this sentence). Such loan rebate fee shall be payable before the tenth Business Day following the rendering of a correct invoice by Borrower.

5.3 To the extent that a Loan of Borrowed Securities is collateralized by other than cash, the parties may agree that Borrower shall pay to Lender a loan premium based on the par value of any Borrowed Securities that are debt securities and the Market Value assigned to any Borrowed Securities that are equity securities, at the time the Loan is made, as adjusted by any daily marks to market processed subsequently. The amount of such loan premium shall be computed daily from the first Business Day that the Borrowed Securities are delivered to Borrower, through and including the date next preceding the date that securities identical to the Borrowed Securities are returned to the Lender pursuant to Section 8 or the date that Lender makes a purchase of securities or an election to treat the Borrowed Securities as sold pursuant to Section 10.1. Any fee payable by Borrower hereunder shall be payable upon the earliest of the following: (a) the seventh Business Day of the month following the month in which the fee was incurred; or (b) immediately, in the event of a Default hereunder by Borrower; or (c) the date this Agreement is terminated.

6. Representations of the Parties.

The parties hereby make the following representations and warranties, which shall continue during the term of any Loan hereunder:

6.1 Each party hereto represents and warrants that (a) it has the power to execute and deliver this Agreement, to enter into the Loans contemplated hereby, and to perform its obligations hereunder; (b) it has taken all necessary action to authorize such execution, delivery, and performance; and (c) this Agreement constitutes a legal, valid, and binding obligation enforceable against it (in the case of Lender, in its capacity as trustee, custodian, or agent of the Clients).

6.2 Each party hereto represents and warrants that the execution, delivery and performance by it of this Agreement and each Loan hereunder will at all times comply with all applicable laws and regulations, including those of applicable securities regulatory and self-regulatory organizations.

6.3 Each party hereto represents and warrants that it has made its own determination as to the tax treatment of any dividends, remuneration, or other funds received hereunder.

6.4 Borrower represents and warrants that (a) it is a corporation, partnership, or other entity duly organized and validly existing under the laws of the state of its organization, (b) it is a broker-dealer registered under the Securities Exchange Act of 1934 (the "Exchange Act") or a Bank within the meaning of Section 3(a)(6)(A)-(C) of the Exchange Act, (c) it has, or will have at the time of delivery of any Collateral, the right to grant a first security interest therein subject to the terms and conditions hereof, and (d) it (or the party to whom it relends the Borrowed Securities) is borrowing or will borrow the Borrowed Securities (except for Borrowed Securities that qualify as "exempted securities" under Regulation T of the Board of Governors of the Federal Reserve System) for the purposes of making delivery of such securities in the case of short sales, failure to receive securities required to be delivered, or as otherwise permitted pursuant to Regulation T.

6.5 Borrower represents that the statements provided to Lender pursuant to Section 7 fairly represent its financial condition and the financial position of any parent company and, if Borrower is a broker, net capital ratio as of the date of such statements, and that there has been no material adverse change in its financial condition or the financial condition of any parent company or net capital ratio since that date that has not been disclosed in writing to Lender. Each request by Borrower for a Loan shall constitute a present representation: (a) that there has been no material adverse change in Borrower's financial condition or the financial condition of any parent company that has not been disclosed in writing to Lender since the date of the most recent statement furnished to Lender pursuant to Section 7; and (b) that, as of the date of such request for a Loan, Borrower, if it is a broker, is in compliance with Rule 15c3-1 of the Securities and Exchange Commission ("SEC") under the Exchange Act.

6.6 To the extent that Lender has provided Borrower with written statements identifying any of the Clients as employee benefit plans subject to Title 1 of the Employee Retirement Income Security Act of 1974 ("ERISA"), each request by Borrower for a Loan shall constitute a present representation that, except as disclosed in writing by Borrower to Lender, neither Borrower nor any Affiliate of Borrower is a "fiduciary" (within the meaning of Section 3(21) of ERISA) with respect to the assets of the Clients so identified that may be Borrowed Securities hereunder.

[6.7 Borrower represents and warrants that it has an unqualified obligation to reimburse [name of Guarantor] for the full amount of any and all payments made or required to be made by [name of Guarantor] in compliance with the Bank Act (Canada)] Note: Delete unless Borrower's obligations are being guaranteed by a Canadian Bank

6.7[8] Lender represents and warrants (a) that it is a trust company duly organized and validly existing under the laws of the Commonwealth of Massachusetts and (b) that it has, or will have at the time of delivery of any Borrowed Securities, the authority to deliver, on behalf of its Client(s), the Borrowed Securities subject to the terms and conditions hereof.

7. Covenants.

7.1 If Borrower is a broker, Borrower makes the covenants set forth in this Section 7.1. Upon execution of this Agreement, Borrower shall deliver to the Lender Borrower's and Borrower's parent company's most recent statements required to be furnished to Borrower's and Borrower's parent company's customers by Rule 17a-5(c) and (d) of the SEC under the Exchange Act. As long as any loan is outstanding under this Agreement, Borrower shall promptly deliver to the Lender all such statements subsequently required to be furnished to Borrower's and Borrower's parent company's customers by such Rule. Upon execution of this Agreement, Borrower shall also deliver to Lender Borrower's and Borrower's parent company's most recent financial information otherwise available to its shareholders, the SEC, or the public, including (without limitation) the most recent available audited and unaudited statements of Borrower's and Borrower's parent company's financial condition and any report or notice required by Rules 17a-5(a)(2)(i) and (ii) and 17a-11 of the SEC under the Exchange Act. As long as any loan is outstanding under this Agreement, Borrower will promptly deliver to Lender all such financial information that is subsequently available, and any other financial information or statements that Lender may reasonably request.

7.2 If Borrower is a Bank, Borrower makes the covenants set forth in this Section 7.2. Upon execution of this Agreement, Borrower shall furnish to Lender (i) the most recent available audited statement of Borrower's and of Borrower's parent company's financial condition, and (ii) the most recent available unaudited statement of Borrower's and Borrower's parent company's financial condition. As long as any Loan is outstanding under this Agreement, Borrower will promptly deliver to Lender all such financial information that is subsequently available, and any other financial information or statements that Lender may reasonably request.

7.3 Borrower agrees to be liable as principal with respect to its obligations hereunder.

7.4 Borrower agrees to cause every Letter of Credit delivered by it and constituting Collateral hereunder, to be renewed or replaced by Collateral (including, without limitation, a renewed or replacement Letter of Credit) satisfactory to Lender no later than 12:30 p.m. on the scheduled expiration date of such Letter of Credit.

8. Termination of the Loan without Default.

8.1 Borrower may cause the termination of a Loan, at any time, by returning the Borrowed Securities to Lender.

8.2 Lender may cause the termination of a Loan by giving notice of termination of such Loan to Borrower prior to the close of business on any Business Day. Upon such notice, Borrower shall deliver the Borrowed Securities to Lender no later than the earlier of (a) the end of the customary delivery period for such securities or (b) the third Business Day following the day on which Lender gives notice of termination of such Loan to Borrower.

8.3 Borrower's delivery of the Borrowed Securities to Lender pursuant to Section 8.1 or 8.2 shall be made by causing the Borrowed Securities to be credited to Lender's account at the Clearing Organization, or, if Lender consents, by physical delivery to Lender of certificates representing the Borrowed Securities. Upon such delivery by or on behalf of Borrower, Lender shall concurrently therewith deliver the Collateral (as adjusted pursuant to Section 4) to Borrower. If the Collateral is a Letter of Credit, the return of the Borrowed Securities shall be considered final settlement payment.

9. Events of Default.

9.1 All Loans between Borrower and Lender may (at the option of the non-defaulting party, exercised by notice to the defaulting party) be terminated immediately upon the occurrence of any one or more of the following events (individually, a "Default"):

(a) if either party fails to return Borrowed Securities or Collateral as required by Section 8 hereof;

(b) if either party fails to deliver or return Collateral as the case may be, as required by Section 4 hereof;

(c) if either party fails to make the payment of distributions as required by Sections 2.5 and 3.3 hereof and such default is not cured within one Business Day of notice of such failure to Borrower or Lender, as the case may be;

(d) if either party or any parent company of the Borrower makes a general assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they become due, or files or becomes subject to a petition in bankruptcy or is adjudicated as bankrupt or insolvent, or files or becomes subject to a petition seeking reorganization, liquidation, dissolution or similar relief under any present or future law or regulation, or seeks, consents to or acquiesces in the appointment of any trustee, receiver, or liquidator of it or any material part of its properties;

(e) if Borrower (if it is a broker) is suspended or expelled from membership or participation in the New York Stock Exchange, American Stock Exchange, the National Association of Securities Dealers, or any other securities exchange or securities association, or if it is suspended from dealing in securities by the SEC, or if its authority to deal in securities is suspended or revoked under any state securities law or regulation;

(f) if Borrower (if it is a Bank) or Lender has its license, charter or other authorization necessary to conduct a material portion of its business withdrawn, suspended, or revoked by any applicable federal or state government or agency thereof;

(g) if it is found that the Borrower has made a material misrepresentation of its financial condition or the financial condition of any parent company;

(h) if Borrower (if it is a broker) becomes subject to Rule 17a-11 of the SEC under the Exchange Act;

(i) if Borrower breaches any covenants, representations, or agreements herein;

(j) if a final judgment for the payment of money shall be rendered against Borrower and such judgment shall not have been discharged or its execution stayed pending appeal within sixty (60) days of entry or such judgment shall not have been discharged within sixty (60) days of expiration of any such stay.

9.2 All references to "Lender" in this Agreement shall be construed to reflect that each Client shall have, in connection with any Loan or Loans entered into by Lender as agent on its behalf, the rights, responsibilities, privileges and obligations of a Lender directly entering into Loan or Loans with Borrower under the Agreement. Both Lender and its Client shall be deemed "parties" to this Agreement such that all references to Lender in this Agreement shall be deemed to include references to each Client; provided, however, a Default by Lender and/or Client with respect to a loan or loans on behalf of one Client shall be an event of Default by that Client and the Borrower may not treat all other loans between Borrower and Lender (on behalf of non-defaulting Clients) as being in Default.

9.3 In the event: (i) Borrower and Lender enter into other securities loan agreements as well as this Agreement (to govern, for example, borrowing different security types) and, (ii) Borrower defaults under this Agreement or under any other securities loan agreements with Lender, the default under that one agreement would be considered an event of default under all securities loan agreements between Borrower and Lender. Borrower acknowledges that should it default under this or any of its other securities loan agreements with Lender, a surplus of collateral under one loan to Borrower under one securities loan agreement may be applied to another loan to Borrower under another securities loan agreement. Borrower further acknowledges that such cross collateralization applies to loans from all Clients to Borrower so that in the event of default, collateral from an overcollateralized loan from one Client may be applied to an undercollateralized loan from another Client.

10. Lender's Remedies on Borrower's Default.

10.1 In the event of any Default by Borrower under Section 9 hereof, Lender shall have the right, in addition to any other remedies provided herein or under applicable law (without further notice to Borrower), as its option either (a) to purchase a like amount of the Borrowed Securities in any market for such securities or (b) to elect to treat the Borrowed Securities as having been purchased by Borrower at a purchase price equal to the Replacement Value. Lender may apply the Collateral to the payment of such purchase, after deducting therefrom all amounts, if any, due Lender under this Agreement, including (without limitation) Section 3 and 5 hereof. In such event, Borrower's obligation to return the Borrowed Securities shall terminate. The Lender shall not be obligated to assert or enforce any rights, liens or security interest hereunder or to take any action in reference thereto, and the Lender may in its discretion at any time relinquish its rights hereunder as to particular property, in each case without thereby affecting or

invalidating its rights hereunder as to all or any other property securing or purporting to secure the Loans. Borrower shall be liable to Lender for the cost of funds which Lender advances to purchase such securities during any stay on the application of the Collateral (whether such stay is automatic or imposed by a court or other governmental agency).

10.2 In the event such purchase price or Replacement Value exceeds the amount of the Collateral, Borrower shall be liable to Lender for the amount of such excess (plus all amounts, if any, due to Lender hereunder) together with interest on all such amounts at the Prime Rate as it fluctuates from day to day, from the date of such purchase or election until the date of payment of such excess. Lender shall have, as security for Borrower's obligation to pay such excess, a first security interest in or right of setoff against any property of Borrower then held by Lender (in any capacity) and any other amount payable by Lender (in any capacity) to Borrower, including, without limitation, any property of Borrower then held by Lender under any other securities loan agreement between Lender and Borrower. The purchase price of securities purchased under this Section 10 shall include brokers' fees and commissions and all other reasonable costs, fees, and expenses related to such purchase. Upon satisfaction of all obligations hereunder, any remaining Collateral shall be returned to Borrower.

10.3 This Section applies if Borrower is a broker. Without waiving any rights given to the Lender hereunder, it is understood that the provisions of the Securities Investor Protection Act of 1970 may not protect the Lender with respect to Borrowed Securities hereunder and that, therefore, the Collateral delivered to the Lender may constitute the only source of satisfaction of Borrower's obligations in the event Borrower fails to return the Borrowed Securities.

11. Borrower's Remedies on Lender's Default.

In the event of any Default by Lender under Section 9 hereof, Borrower shall have the right to sell an amount of the Borrowed Securities, in the principal market for such securities, that will provide proceeds equal in value to the Market Value of the Collateral on the date of Default. In such event, Borrower may retain the proceeds of such sale and Lender's obligation to return the Collateral shall terminate. In the event the sale price received from such securities is less than the value of the Collateral, Lender shall be liable to Borrower for the amount of any deficiency (plus all amounts, if any, due to Borrower hereunder). Upon the satisfaction of all of Lender's obligations hereunder, any remaining Borrowed Securities shall be returned to Lender.

12. Reserved

13. Indemnification.

Borrower hereby agrees to indemnify and hold harmless Lender, each Client, and in the case of a Client that is an employee benefit plan, the sponsor and fiduciaries of such plan, from any and all damages, losses, costs, and expenses (including attorney's fees) that the Lender or any such Client, plan sponsor, or plan fiduciary may incur or suffer due to the Borrower's Default or other failure of the Borrower to perform its obligations under this Agreement. Borrower further agrees that such indemnity shall apply to any and all costs and taxes (including, but not

limited to, transfer taxes, stamp duty, financial institutions duty, income tax and capital gains tax) assessed against Lender or its Clients with respect to any transfer hereunder of the Borrowed Securities or Collateral or incurred by Lender or its Clients in respect of this Agreement and any transactions arising out of this Agreement. The right to indemnification under this Section shall survive the termination of any Loan or of this Agreement.

14. Waiver.

The failure of either party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. All waivers in respect of a Default must be in writing.

15. Continuing Agreement; Termination.

It is the intention of the parties hereto that, subject to the termination provisions set forth herein, this Agreement shall constitute a continuing agreement in every respect and shall apply to each and every Loan, whether now existing or hereafter made by Lender to Borrower. Borrower and Lender may each at any time terminate this Agreement upon five (5) days written notice to the other to that effect. The sole effect of any such termination of this Agreement will be that, following such termination, no further Loans by Lender shall be made or considered made hereunder, but the provisions hereof shall continue in full force and effect in all other respects until all Loans have been terminated and all obligations satisfied as herein provided.

16. Notices.

Except as otherwise specifically provided herein, notices under this Agreement may be made orally, in writing, or by any other means mutually acceptable to the parties. If in writing, a notice shall be sufficient if delivered to the party entitled to receive such notices at the following addresses:

BORROWER: Macquarie Securities (USA) Inc.
125 West 55th Street
New York, NY 10019
Attn: Clare Hegarty, Legal Dept.

LENDER: State Street Bank and Trust Company
Securities Finance Division
One Lincoln Street, Floor 3
Boston, Massachusetts 02111
Attn.: Domestic Equity Trading Area

Telephone and facsimile notices shall be sufficient if communicated to the party entitled to receive such notice at the following numbers:

If to Borrower:

Telephone 44 20 7065 2547 Facsimile 44 20 7065 2061

If to Lender:

Telephone (617) 664-2500 Facsimile (617) 664-2660

The parties shall promptly notify each other in writing of any change of address, addressee, telephone number or facsimile number. Lender shall consider Borrower's address, addressee, telephone number and facsimile number correct unless Borrower notifies Lender in writing otherwise.

17. Time.

All times specified herein shall be based on New York City time.

18. Securities Contracts.

Each party hereto agrees that this Agreement and the Loans made hereunder shall be "securities contracts" for purposes of the Bankruptcy Code and any bankruptcy proceeding thereunder.

19. Superseding Agreement.

This Agreement supersedes any other Agreement between the parties concerning loans of securities between the parties hereto.

20. Assignments.

This Agreement shall not be assigned by either party without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto (including, in the case of Lender, its Clients) and their respective heirs, representatives, successors and assigns.

21. Governing Law; Jurisdiction; Service of Process.

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts. Borrower hereby irrevocably submits to the jurisdiction of any Massachusetts state or federal court sitting in The Commonwealth of Massachusetts in any action or proceeding arising out of or related to this agreement, hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Massachusetts state or Federal court except that this provision shall not preclude any party from removing any action to federal court. Borrower hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. Borrower hereby irrevocably appoints _____ [Massachusetts

Person] as its agent to receive on its behalf service of copies of the summons and complaint and any other process which may be served in any such action or proceeding (the "Process Agent"). Such service may be made by mailing or delivering a copy of such process, in care of the Process Agent at the above address. Borrower hereby irrevocably authorizes and directs the Process Agent to accept such service on its behalf. As an alternative method of service, Borrower also irrevocably consents to the service of any and all process in any such action or proceeding by the mailing of copies of such process to Borrower at its address specified in Section 16 hereof. Borrower agrees that a final judgment in any such action or proceeding, all appeals having been taken or the time period for such appeals having expired, shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

22. Severability.

The provisions of this Agreement are severable and the invalidity or unenforceability of any provision hereof shall not affect any other provision of this Agreement. If in the construction of this Agreement any court should deem any provision to be invalid because of scope or duration, then such court shall forthwith reduce such scope or duration to that which is appropriate and enforce this Agreement in its modified scope or duration.

23. Modification.

This Agreement shall not be modified, except by an instrument in writing signed by the parties hereto.

BORROWER: MACQUARIE SECURITIES (USA) INC.

Name: John B. Mullin

By: John B. Mullin

Title: TREASURER

LENDER: STATE STREET BANK AND TRUST COMPANY,
in its capacity as trustee, custodian, or agent of the Clients

Name: Paul F. Lynch

By: Paul F. Lynch, CFA

Title: Senior Managing Director

The attached document contains information which is confidential and proprietary to State Street Bank and Trust Company ("State Street"). It is being provided for the exclusive purpose of allowing you to assess participation in a securities lending program operated by State Street. Its use for any other purpose or its distribution to anyone other than your own personnel engaged in this assessment is prohibited without State Street's prior written permission.

This document is the current standard agreement which forms the basis of negotiations with potential borrowers under State Street's securities lending program. During the course of such negotiations with various borrowers, State Street may in its discretion modify this document in whole or part.

For personal use only

SECURITIES LOAN AGREEMENT
(United States Government Securities)

Between

MACQUARIE SECURITIES (USA) INC.

And

STATE STREET BANK AND TRUST COMPANY

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SECURITIES LOAN AGREEMENT
(United States Government Securities)

Agreement dated the 16th day of January, 2007 between MACQUARIE SECURITIES (USA) INC. of New York, a registered broker-dealer, registered government securities dealer, or a bank ("Borrower") and STATE STREET BANK AND TRUST COMPANY, a Massachusetts trust company ("Lender"), acting in its capacity as trustee, custodian, or agent for various employee benefit plans, endowment funds, custodial accounts, and other clients (the "Clients"), setting forth the terms and conditions under which Lender, from time to time and on behalf of the Clients, may lend to Borrower, against the receipt of collateral, certain securities issued or guaranteed by the United States government or its agencies.

Definitions.

For the purposes hereof:

"Affiliate" means (i) any person directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with another person; (ii) any officer, director, or partner, employee or relative (as defined in Section 3(15) of ERISA) of such other person; and (iii) any corporation or partnership of which such other person is an officer, director or partner. For purposes of this definition the term "control" means the power to exercise a controlling influence over the management or policies of a person other than an individual.

"Borrowed Security" shall mean any "security" (as defined in the Exchange Act) which is a U.S. Security, and is delivered as a Loan hereunder, until such security is credited through the Federal Reserve book-entry system, to the Lender's account at the Federal Reserve Bank of Boston or until the security is replaced by purchase. For purposes of the return of Borrowed Securities by Borrower pursuant to Section 8 or the purchase of securities pursuant to Section 10, such term shall include securities of the same issuer, class, and quantity as the Borrowed Securities.

"Business Day" shall mean any day recognized as a settlement day by the Federal Reserve System and on which Lender is open for business to the public.

"Collateral" shall mean, whether now owned or hereafter acquired, (a) that collateral permitted by the SEC under the Exchange Act and delivered to Lender pursuant to Section 3 or 4, and (b) all accounts in which such collateral is deposited and all securities and the like in which all cash collateral is invested or reinvested.

"Loan" shall mean a loan of securities hereunder.

"Margin Percentage" shall mean one hundred and two percent (102%) or such greater percentage as is agreed to by the parties pursuant to Section 1.1.

“Market Value” of a security means the fair market value of such security (including, in the case of any Borrowed Security that is a debt security, the accrued interest on such security) as determined by the independent pricing service designated by Lender, or by such other independent sources as may be selected on a reasonable basis by Lender.

“Prime Rate” shall mean the prime rate as quoted in the Wall Street Journal, New York Edition, for the business day preceding the date on which such determination is made. If more than one rate is so quoted, the Prime Rate shall be the average of the rates so quoted.

“Replacement Value” shall mean the price, including any brokerage or other expenses and accrued interest, at which a like amount of securities identical to the Borrowed Securities could be purchased in the principal market for such securities at the time of the Lender's election under Section 10.1 hereof.

“U.S. Security” means a security issued or guaranteed by the United States government or any of its agencies.

Borrower and Lender as the parties hereto agree as follows:

1. Loan of Securities.

1.1 Upon request of Borrower, Lender may, from time to time, in its discretion and on behalf of the Clients, lend securities to Borrower against the receipt of collateral delivered by Borrower. The parties shall agree on the terms of each Loan, including the identity and amount of the securities to be lent, the basis of compensation, and the type and amount of Collateral to be delivered by Borrower (subject to the terms and conditions of this Agreement), which terms may be amended during the period of the Loan only by mutual agreement of the parties hereto.

1.2 Loans, all applicable terms and conditions thereof, and amendments and activity, if any, with respect thereto, shall be evidenced by Lender's records pertaining to such Loans maintained by Lender in the regular course of its business and such records shall represent conclusive evidence thereof except for manifest error or willful misconduct. Lender will send Borrower monthly statements of outstanding Loans showing Loan activity which Borrower agrees to examine promptly and to advise Lender of any error or exceptions. Borrower's failure to so advise Lender within twenty (20) days after delivery of any such statement shall be deemed to be Borrower's admission of the accuracy and correctness of the contents thereof and Borrower shall be fully bound thereby.

1.3 Notwithstanding any other provisions in this Agreement with respect to when a Loan occurs, a Loan hereunder shall not occur until the Borrowed Securities and the Collateral therefor are delivered. If, on any Business Day, Borrower delivers Collateral, as provided in Section 2.1 hereunder, and Lender does not deliver the Borrowed Securities, Borrower shall have the absolute right to the prompt return of the Collateral; and if, on any Business Day, Lender delivers Borrowed Securities and Borrower does not deliver Collateral as provided in Section 2.1 hereunder, Lender shall have the absolute right to the prompt return of the Borrowed Securities.

2. Deliveries and Treatment of Collateral.

2.1 Concurrently with the receipt of the Borrowed Securities, Borrower shall deliver to Lender Collateral in an amount not less than the Margin Percentage of the current Market Value of the Borrowed Securities. The Collateral shall be delivered by one or both of the following methods, as agreed to by the parties pursuant to Section 1.1: (a) Borrower delivering U.S. Securities through the Federal Reserve book-entry system to the account of Lender at the Federal Reserve Bank of Boston, and/or (b) Borrower delivering federal funds to the Lender's account at the Federal Reserve Bank of Boston.

2.2 The Collateral delivered by Borrower to Lender, as adjusted pursuant to Section 4 below, shall be security for the due and punctual performance by Borrower of any and all of its obligations to the Lender hereunder and under any other securities loan agreement between Borrower and Lender, now or hereafter arising, and Borrower hereby pledges with, assigns to, and grants Lender a continuing first security interest in, and a lien upon, the Collateral. Such first security interest shall attach upon the delivery of the Collateral to Lender, shall survive the termination of this Agreement, and shall cease only upon the redelivery of the Collateral to Borrower subsequent to the return of the Borrowed Securities to the Lender. In addition to the rights and remedies given to Lender hereunder, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code of Massachusetts.

2.3 It is understood that Lender may use or invest the Collateral, to the extent that such Collateral consists of cash. Such use or investment shall be at Lender's risk and, subject to the payment of an agreed rebate fee pursuant to Section 5.2, Lender shall be entitled to retain all income and profits therefrom and shall bear all losses therefrom. Except as provided in Section 10, Lender may not pledge, repledge, hypothecate, rehypothecate, lend, or relend the Collateral, to the extent such Collateral consists of other than cash. However, the Lender may commingle and hold non-cash Collateral in bulk.

2.4 With the approval of Lender, Borrower may at any time substitute for any securities held by Lender as Collateral for the Borrowed Securities other Collateral with respect to the Borrowed Securities of equal current Market Value to the Securities for which it is to be substituted. Prior to the maturity of any U.S. Security that is delivered to the Lender as Collateral, the Borrower shall replace such U.S. Security with other Collateral acceptable to the Lender and of equal current Market Value to the U.S. Security for which it is to be substituted. Substituted collateral shall be considered Collateral for all purposes hereof.

2.5 Borrower shall be entitled to receive all distributions made on or in respect of non-cash Collateral the record or payable dates for which are during the term of the Loan and which are not otherwise received by Borrower, to the full extent it would be so entitled if the Collateral had not been delivered to Lender; provided, however, that the amount, type or value of such distribution which Borrower is entitled to receive hereunder shall not exceed the amount, type and value received by State Street or its agents. Any distributions made on or in respect of such Collateral which Borrower is entitled to receive under this section shall be paid by Lender to

Borrower forthwith upon receipt by Lender, so long as Borrower is not in Default at the time of such receipt.

2.6 Except as provided in Sections 10 and 11 hereunder, Lender shall be obligated to return the Collateral to Borrower upon the return to Lender of the Borrowed Securities.

2.7 As further security for the due and punctual performance by Borrower of any and all obligations to Lender hereunder, or under any other securities loan agreement between Borrower and Lender, Borrower hereby grants and transfers to Lender a lien upon and a security interest in any and all property (together with the proceeds thereof) in which the Borrower at any time has rights and which at any time has been delivered, transferred, or deposited in or credited to an account with, the Lender or otherwise at any time is in the possession or under the control or recorded on the books of the Lender, whether expressly as collateral or for safekeeping or for any other or different purpose, including (without limitation) Collateral delivered as security under any other securities loan agreement between Borrower and Lender and any property which may be in transit by mail or carrier for any purpose, or converted or affected by any documents in the Lender's possession.

3. Deliveries and Treatment of Borrowed Securities.

3.1 Lender shall deliver the Borrowed Securities to Borrower by causing the Borrowed Securities to be credited to Borrower's account and debited from Lender's account within the Federal Reserve book-entry system, and such crediting and debiting shall result in receipt by Borrower and Lender of a notice of such crediting and debiting, which notice shall constitute a schedule of the Borrowed Securities.

3.2 Except as provided in Section 3.3, Borrower shall exercise all of the incidents of ownership with respect to the Borrowed Securities, including the right to transfer the Borrowed Securities to others, until the Borrowed Securities are returned to Lender in accordance with the terms hereof.

3.3 Lender shall be entitled to receive all distributions (including payments upon maturity and other redemption) made on or in respect of the Borrowed Securities, the record and/or payable dates for which are during the term of the Loan and which are not otherwise received by Lender, to the full extent it would be so entitled if the Borrowed Securities had not been lent to Borrower, including, without limitation, interest payments, and any other distributions or other income. Payment of each such distribution shall be made by delivery of federal funds to the Lender's account at the Federal Reserve Bank of Boston on payable, maturity, or redemption date of such distribution.

4. Marks to Market; Maintenance of Collateral.

4.1 Borrower shall daily mark to market any Loans hereunder and in the event that at the close of trading on any day the Market Value of all the Collateral delivered by Borrower to Lender with respect to any Loan hereunder shall be less than one hundred percent (100%) of the

Market Value of all Borrowed Securities outstanding with respect to such Loan, Borrower shall deliver to Lender additional Collateral by the close of the next Business Day so that the Market Value of additional Collateral when added to Market Value of the Collateral with respect to such Loan shall equal at least the Margin Percentage of the Market Value of the Borrowed Securities outstanding with respect to such Loan. Such additional Collateral shall be delivered as provided in Section 3.1 above.

4.2 In the event that at the close of trading on any day the Market Value of all the Collateral delivered by Borrower to Lender with respect to any Loan hereunder shall be less than the Margin Percentage of the Market Value of all the Borrowed Securities outstanding with respect to such Loan, Lender may, by notice to Borrower, demand that Borrower deliver to Lender additional Collateral so that the Market Value of such additional Collateral when added to the Market Value of the Collateral with respect to such Loan shall equal at least the Margin Percentage of the Market Value of the Borrowed Securities outstanding with respect to such Loan. Such delivery is to be made by the close of business of the day of Lender's notice to Borrower if such notice is given before 11:30 a.m. on a Business Day. If Lender's notice is given after 11:30 a.m. on a Business Day or is given on a day other than a Business Day, such delivery is to be made by the close of business of the next Business Day, unless (a) such notice has been superseded by a proper demand made pursuant to this Section 4.2 or Section 4.3 given before 11:30 a.m. of that next Business Day or (b) a greater amount of additional Collateral is required to be delivered on that next Business Day pursuant to Section 4.1. Such additional Collateral shall be delivered as provided in Section 3.1 above.

4.3 In the event that at the close of trading on any day the Market Value of all the Collateral delivered by Borrower to Lender with respect to any Loan hereunder shall be greater than the Margin Percentage of the Market Value of all the Borrowed Securities outstanding with respect to such Loan, Borrower may, by notice to Lender, demand that Lender redeliver to Borrower such amount of Collateral as may be selected by Borrower, so long as the Market Value of the remaining Collateral equals at least the Margin Percentage of the Market Value of the Borrowed Securities outstanding with respect to such Loan. Such redelivery is to be made by the close of business of the day of Borrower's notice to Lender if such notice is given before 11:30 a.m. on a Business Day. If Borrower's notice is given after 11:30 a.m. on a Business Day or is given on a day other than a Business Day, such redelivery is to be made by the close of business of the next Business Day, unless (a) such notice has been superseded by a proper demand made pursuant to Section 4.2 or this Section 4.3 given before 11:30 a.m. of that next Business Day, or (b) additional Collateral is required to be delivered on that next Business Day pursuant to Section 4.1. Such Collateral shall be delivered as provided in Section 3.1 above.

5. Fees.

5.1 When the agreement to lend securities is made, the parties shall agree on the basis of compensation to be paid in respect of the Loan.

5.2 To the extent that a Loan of Borrowed Securities is collateralized by cash, the parties may agree that Lender's compensation shall consist of the right to use and invest such

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cash Collateral, and that, in consideration for such right to use and invest cash Collateral, Lender will pay Borrower a loan rebate fee computed daily for each such Loan and based on the amount of cash Collateral delivered with respect to such Loan. The amount of such loan rebate fee shall be computed daily from the first Business Day that cash Collateral is delivered to Lender, through and including the earliest of: (a) the date next preceding the date that such cash Collateral is returned to Borrower; (b) the date of a Default by Borrower; and (c) the date Lender gives notice of termination pursuant to Section 8.2, provided that the parties may mutually agree that a loan rebate fee will be paid for all or an agreed upon number of days after such notice is given (but in no event for a period beyond the earlier of the dates described in clauses (a) and (b) of this sentence). Provided the Borrower is not in Default, such loan rebate fee shall be payable upon the date the Borrowed Securities are returned to the Lender upon termination of the Loan.

5.3 To the extent that a Loan of Borrowed Securities is collateralized by other than cash, the parties may agree that Borrower shall pay to Lender a loan premium based on the par value of the borrowed securities. The amount of such loan premium shall be computed from the first Business Day that the Borrowed Securities are delivered to Borrower, through and including the date next preceding the date that securities identical to the Borrowed Securities are returned to Lender pursuant to Section 8 or the date that Lender makes a purchase of securities or an election to treat the Borrowed Securities as sold pursuant to Section 10.1 Any fee payable by Borrower hereunder shall be payable upon the earliest of the following: (a) the seventh Business Day of the month following the month in which the fee was incurred; or (b) immediately, in the event of a Default hereunder by Borrower; or (c) the date this Agreement is terminated.

5.4 All transfer taxes and transfer fees with respect to any transfers hereunder of Borrowed Securities shall be paid by Borrower.

6. Representations of the Parties.

The parties hereby make the following representations and warranties, which shall continue during the term of any Loan hereunder;

6.1 Each party hereto represents and warrants that (a) it has the power to execute and deliver this Agreement, to enter into the Loans contemplated hereby, and to perform its obligations hereunder; (b) it has taken all necessary action to authorize such execution, delivery, and performance; and (c) this Agreement constitutes a legal, valid, and binding obligation enforceable against it (in the case of Lender, in its capacity as trustee, custodian or agent of the Clients).

6.2 Each party hereto represents and warrants that the execution, delivery and performance by it of this Agreement and each Loan hereunder will at all times comply with all applicable laws and regulations, including those of applicable securities regulatory and self-regulatory organizations.

6.3 Each party hereto represents and warrants that it has made its own determination as to the tax treatment of any dividends, remuneration, or other funds received hereunder.

6.4 Borrower represents and warrants that (a) it is a corporation, partnership, or other entity duly organized and validly existing under federal law or the laws of the state of its organization, (b) it is a broker-dealer registered under the Securities Exchange Act of 1934 (the "Exchange Act"), a bank within the meaning of Section 3(a)(6)(A)-(C) of the Exchange Act or a government securities dealer or a government securities broker as defined in Section 400.3 of the regulations promulgated by the Department of the Treasury under Section 15C of the Exchange Act and registered or exempt from registration pursuant to said Act, (c) it has, or will have at the time of delivery of any Collateral, the right to grant a first security interest therein subject to the terms and conditions hereof, and (d) it (or the party to whom it relends the Borrowed Securities) is borrowing or will borrow the Borrowed Securities (except for Borrowed Securities that qualify as "exempted securities" under Regulation T of the Board of Governors of the Federal Reserve System) for the purpose of making delivery of such securities in the case of short sales, failure to receive securities required to be delivered, or as otherwise permitted pursuant to Regulation T.

6.5 Borrower represents that the statements provided to Lender pursuant to Section 7 fairly represent its financial condition and the financial position of any parent company and, if the Borrower is a broker or a government securities dealer or government securities broker, its net capital ratio as of the date of such statements, and that there has been no material adverse change in its financial condition or the financial condition of any parent company or net capital ratio since that date that has not been disclosed in writing to Lender. Each request by Borrower for a Loan shall constitute a present representation: (a) that there has been no material adverse change in Borrower's financial condition or the financial condition of any parent company that has not been disclosed in writing to Lender, since the date of the most recent statement furnished to Lender pursuant to Section 7; and (b) that, as of the date of such request for a Loan, if the Borrower is a broker or a government securities dealer or government securities broker, it is in compliance with Rule 15c3-1 of the Securities and Exchange Commission ("SEC") under the Exchange Act as modified, in the case of a Borrower which is a government securities broker or government securities dealer, by the regulations promulgated by the Department of the Treasury under Section 15C of said Act.

6.6 To the extent that Lender has provided Borrower with written statements identifying any of its Clients as employee benefit plans subject to title I of the Employees Retirement Income Security Act of 1974 ("ERISA"), each request by Borrower for a Loan shall constitute a present representation that, except as disclosed in writing by Borrower to Lender,

neither Borrower nor any Affiliate of Borrower is a “fiduciary” (within the meaning of Section 3(21) of ERISA) with respect to the assets of the Clients so identified that may be Borrowed Securities hereunder.

6.7 Lender represents and warrants (a) that it is a trust company duly organized and validly existing under the laws of the Commonwealth of Massachusetts and (b) that it has, or will have at the time of delivery of any Borrowed Securities, the authority to deliver, on behalf of its Client(s), the Borrowed Securities subject to the terms and conditions hereof.

7. Covenants.

7.1 If Borrower is a broker or a government securities dealer or government securities broker, it makes the covenants set forth in this Section 7.1. Upon execution of this Agreement, Borrower shall deliver to the Lender Borrower's and Borrower's parent company's most recent statements required to be furnished to Borrower's and Borrower's parent company's customers by Rule 17a-5(c) and (d) of the SEC under the Exchange Act as modified, in the case of a Borrower which is a government securities broker or government securities dealer, by the regulations promulgated by the Department of the Treasury under Section 15C of said Act. As long as any Loan is outstanding under this Agreement, Borrower shall promptly deliver to Lender all such statements subsequently required to be furnished to Borrower's and Borrower's parent company's customers by such Rule. Upon execution of this Agreement, Borrower shall also deliver to Lender Borrower's and Borrower's parent company's most recent financial information otherwise available to its shareholders, the SEC, or the public, including (without limitation) the most recent available audited and unaudited statements of Borrower's and Borrower's parent company's financial conditions and any report of notice required by Rules 17a-5(a)(2)(i) and (ii) and 17a-11 of the SEC under the Exchange Act as modified, in the case of a Borrower which is a government securities broker or government securities dealer, by regulations promulgated by the Department of the Treasury under Section 15C of said Act. As long as any Loan is outstanding under this Agreement, Borrower will promptly deliver to the Lender all such financial information subsequently available, and any other financial information or statements that Lender may reasonably request.

7.2 If Borrower is a Bank, Borrower makes the covenants set forth in this Section 7.2. Upon execution of this Agreement, Borrower shall furnish to Lender (i) the most recent available audited statement of Borrower's and Borrower's parent company's financial condition, and (ii) the most recent available unaudited statement of Borrower's and Borrower's parent company's financial condition. As long as any Loan is outstanding under this Agreement, Borrower will promptly deliver to Lender all such financial information that is subsequently available, and any other financial information or statements that Lender may reasonably request.

8. Termination of Loan without Default.

8.1 Borrower may cause the termination of a Loan at any time by returning the Borrowed Securities to Lender.

8.2 Lender may cause the termination of a Loan by giving notice of termination of such Loan to Borrower on any Business Day. Upon such notice, Borrower shall deliver Borrowed Securities to Lender no later than the earlier of:

(a) the close of operations of the federal book entry system on the same Business Day on which Lender gives notice of termination of such Loan to Borrower, provided that such notice is given to Borrower on or before 9:00 a.m. (Eastern Standard Time); or

(b) the close of operations of the federal book entry system on the first Business Day following the day on which Lender gives notice of termination of such Loan to Borrower, provided that such notice is given to Borrower after 9:00 a.m. but before 5:00 p.m. (Eastern Standard Time).

8.3 Borrower's delivery of the Borrowed Securities to Lender pursuant to Section 8.1 or 8.2 shall be made by causing the account of the Lender at the Federal Reserve Bank of Boston to be credited with securities identical to the Borrowed Securities. Upon such delivery by or on behalf of Borrower, Lender shall concurrently therewith deliver the Collateral (as adjusted pursuant to Section 4) to Borrower; provided, however, that if upon the return of the Borrowed Securities there is not sufficient time for Lender to effect a return of the Collateral to Borrower through the Federal Reserve Bank of Boston on that same day, Lender may return such Collateral on the next day such return can be so effected.

9. Events of Default

9.1 All loans between Borrower and Lender may (at the option of the non-defaulting party, exercised by notice to the defaulting party) be terminated immediately upon the occurrence of any one or more of the following events (individually, a "Default"):

a) if either party fails to return Borrowed Securities or Collateral as required by Section 8 hereof;

(b) if either party fails to deliver or return Collateral, as required by Section 4 hereof;

(c) if either party fails to make the payment of distributions as required by Section 2.5 and 3.3 hereof and such default is not cured within one Business Day of notice of such failure to Borrower or Lender, as the case may be;

(d) if either party or any parent company of the Borrower makes a general assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they become due, or files or becomes subject to a petition in bankruptcy or is adjudicated as bankrupt or insolvent, or files or becomes subject to a petition seeking reorganization, liquidation, dissolution, or similar relief under any present or future law or regulation, or

seeks, consents to or acquiesces in the appointment of any trustee, receiver, or liquidator of it or any material part of its properties;

(e) if Borrower (if it is a broker or a government securities dealer or government securities broker) is suspended or expelled from membership or participation in the New York Stock Exchange, the American Stock Exchange, the National Association of Securities Dealers, or any other securities exchange or securities association, or if it is suspended from dealing in securities by the SEC or the Department of the Treasury, or if its authority to deal in securities is suspended or revoked under any state securities law or regulation;

(f) if Borrower (if it is a Bank) or Lender has its license, charter, or other authorization necessary to conduct a material portion of its business withdrawn, suspended or revoked by any applicable federal or state government of agency thereof;

(g) if it is found that the Borrower has made a material misrepresentation of its financial condition or the financial condition of any parent company;

(h) if Borrower (if it is a broker or government securities dealer or government securities broker) becomes subject to Rule 17a-11 of the SEC under the Exchange Act as modified, in the case of a Borrower which is a government securities broker or government securities dealer, by regulations promulgated by the Department of the Treasury under Section 15C of said Act;

(i) if Borrower breaches any covenants, representations, or agreements herein;

(j) if a final judgment for the payment of money shall be rendered against Borrower and such judgment shall not have been discharged or its execution stayed pending appeal within sixty (60) days of entry or such judgment shall not have been discharged within sixty (60) days of expiration of any such stay.

9.2 All references to "Lender" in this Agreement shall be construed to reflect that each Client shall have, in connection with any Loan or Loans entered into by Lender as agent on its behalf, the rights, responsibilities, privileges and obligations of a "Lender" directly entering into such Loan or Loans with Borrower under the Agreement. Both Lender and its Client shall be deemed "parties" to this Agreement such that all references to Lender in this Agreement shall be deemed to include references to each Client; provided, however, a Default by Lender and/or Client with respect to a loan or loans on behalf of one Client shall be an event of Default by that Client and the Borrower may not treat all other loans between Borrower and Lender (on behalf of non-defaulting Clients) as being in Default.

9.3 In the event: (i) Borrower and Lender enter into other securities loan agreements as well as this Agreement (to govern, for example, borrowing different security types) and, (ii) Borrower defaults under this Agreement or under any other securities loan agreements with Lender, the default under that one agreement would be considered an event of default under all

securities loan agreements between Borrower and Lender. Borrower acknowledges that should it default under this or any of its other securities loan agreements with Lender, a surplus of collateral under one loan to Borrower under one securities loan agreement may be applied to another loan to Borrower under another securities loan agreement. Borrower further acknowledges that such cross collateralization applies to loans from all Clients to Borrower so that in the event of default, collateral from an overcollateralized loan from one Client may be applied to an undercollateralized loan from another Client.

10. Lender's Remedies on Borrower's Default.

10.1 In the event of any Default by Borrower under Section 9 hereof, Lender shall have the right, in addition to any other remedies provided herein or under applicable law (without further notice to Borrower), at its option either (a) to purchase a like amount of the Borrowed Securities in any market for such securities or (b) to elect to treat the Borrowed Securities as having been purchased by Borrower at a purchase price equal to the Replacement Value. Lender may apply the Collateral to the payment of such purchase, after deducting therefrom all amounts, if any, due Lender under this Agreement, including (without limitation) Sections 2 and 5 hereof. In such event, Borrower's obligation to return the Borrowed Securities shall terminate. The Lender shall not be obligated to assert or enforce any rights, liens or security interest hereunder or to take any action in reference thereto, and the Lender may in its discretion at any time relinquish its rights hereunder as to particular property, in each case without thereby affecting or invalidating its rights hereunder as to all or any other property securing or purporting to secure the Loans. Borrower shall be liable to Lender for the cost of funds which Lender must advance to purchase such securities during any stay on the application of the Collateral (whether such stay is automatic or imposed by a court or any other governmental agency).

10.2 In the event such purchase price or Replacement Value exceeds the amount of the Collateral, Borrower shall be liable to Lender for the amount of such excess (plus all amounts, if any, due to Lender hereunder) together with interest on all such amounts at the Prime Rate, as it fluctuates from day to day, on demand from the date of such purchase or election until the date of payment of such excess. Lender shall have, as security for Borrower's obligation to pay such excess, a first security interest in or right of setoff against any property of Borrower then held by Lender (in any capacity) and any other amount payable by Lender (in any capacity) to Borrower including, without limitation, any property of Borrower then held by the Lender under any other security loan agreement between the Lender and the Borrower. The purchase price of securities purchased under this Section 10 shall include broker's fees and commissions and all other reasonable costs, fees, and expenses related to such purchase. Upon the satisfaction of all of Borrower's obligations hereunder, any remaining Collateral shall be returned to Borrower.

10.3 This section applies if Borrower is a broker. Without waiving any rights given to the Lender hereunder, it is understood that the provisions of the Securities Investor Protection Act of 1970 may not protect the Lender with respect to Borrowed Securities hereunder and that, therefore, the Collateral delivered to the Lender may constitute the only source of satisfaction of Borrower's obligations in the event Borrower fails to return the Borrowed Securities.

11. Borrower's Remedies on Lender's Default.

11.1 In the event of any Default by Lender under Section 9 hereof, Borrower shall have the right to sell an amount of the Borrowed Securities, in the principal market for such securities, that will provide proceeds equal in value to the Market Value of the Collateral on the date of Default. In such event, Borrower may retain the proceeds of such sale and Lender's obligation to return the Collateral shall terminate. In the event the sale price received from such securities is less than the value of the Collateral, Lender shall be liable to Borrower for the amount of any deficiency (plus all amounts, if any, due to Borrower hereunder). Upon the satisfaction of all Lender's obligations hereunder, any remaining Borrowed Securities shall be returned to Lender.

12. Reserved.

13. INDEMNIFICATION.

Borrower hereby agrees to indemnify and hold harmless Lender, each Client, and in the case of a Client that is an employee benefit plan, the sponsor and fiduciaries of such plan, from any and all damages, losses, costs, and expenses (including attorney's fees) that the Lender or any such Client, plan sponsor, or plan fiduciary may incur or suffer due to the failure of the Borrower to perform its obligations under this Agreement. This right to indemnification shall survive the termination of any Loan or of this Agreement.

14. Waiver.

The failure of either party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term of any other term of this Agreement. All waivers in respect of a Default must be in writing.

15. Continuing Agreement; Termination.

It is the intention of the parties hereto that, subject to the termination provisions set forth herein, this Agreement shall constitute a continuing agreement in every respect and shall apply to each and every Loan, whether now existing or hereafter made by Lender to Borrower. Borrower and Lender may each at any time terminate this Agreement upon five (5) days' written notice to the other to that effect. The sole effect of any such termination of this Agreement will be that, following such termination, no further Loans by Lender shall be made or considered made hereunder, but the provisions hereof shall continue in full force and effect in all other respects until all Loans have been terminated and all obligations satisfied as herein provided.

16. Notices.

Except as otherwise specifically provided herein, notices under this Agreement may be made orally, in writing, or by any other means mutually acceptable to the parties. If in writing, a notice shall be sufficient if delivered to the party entitled to receive such notices at the following addresses:

If to Borrower: Macquarie Securities (USA) Inc.
125 West 555th Street
New York, NY 10019
Attn: Clare Hegarty, Legal Dept.

If to Lender: State Street Bank and Trust Company
Securities Finance Division
One Lincoln Street, Floor 3
Boston, Massachusetts 02111
Attn.: U.S. Government Securities Lending Area

Telephone and facsimile notices shall be sufficient if communicated to the party entitled to receive such notice at the following numbers:

If to Borrower:
Telephone 44 20 7065 2547 Facsimile 44 20 7065 2061

If to Lender:
Telephone (617) 644-BOND(2663) Facsimile (617) 644-2667

The parties shall promptly notify each other in writing of any change of address, addressee, telephone number or facsimile number. Lender shall consider Borrower's address, addressee, telephone number and facsimile number correct unless Borrower notifies Lender in writing otherwise.

17. Time.

All times specified herein shall be based on New York City time.

18. Securities Contracts.

Each party hereto agrees that this Agreement and the Loans made hereunder shall be "securities contracts" for purposes of the Bankruptcy Code and any bankruptcy proceeding thereunder.

19. Superseding Agreement.

This Agreement supersedes any other agreement between the parties concerning loans of securities between the parties hereto.

20. Assignments.

This Agreement shall not be assigned by either party without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.

21. Governing Law; Jurisdiction; Service of Process.

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts. Borrower hereby irrevocably submits to the jurisdiction of any Massachusetts state or federal court sitting in the Commonwealth of Massachusetts in any action or proceeding arising out of or related to this Agreement, hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Massachusetts state or Federal court except that this provision shall not preclude any party from removing any action to Federal court. Borrower hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. Borrower hereby irrevocably appoints _____ [Massachusetts Person] as its agent to receive on its behalf service of copies of the summons and complaint and any other process which may be served in any such action or proceeding (the "Process Agent"). Such service may be made by mailing or delivering a copy of such process, in care of the Process Agent at the above address. Borrower hereby irrevocably authorizes and directs the Process Agent to accept such service on its behalf. As an alternative method of service, Borrower also irrevocably consents to the service of any and all process in any such action or proceeding by the mailing of copies of such process to Borrower at its address specified in Section 16 hereof. Borrower agrees that a final judgment in any such action or proceeding, all appeals having been taken or the time period for such appeals having expired, shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

22. Severability.

The provisions of this Agreement are severable and the invalidity or unenforceability of any provision hereof shall not affect any other provision of this Agreement. If in the construction of this Agreement any court should deem any provision to be invalid because of scope or duration, then such court shall forthwith reduce such scope or duration to that which is appropriate and enforce this Agreement in its modified scope or duration.

23. Modification.

This Agreement shall not be modified, except by an instrument in writing signed by the parties hereto.

BORROWER: MACQUARIE SECURITIES (USA) INC.

Name John B. Mullin

By John B. Mullin

Title TREASURER

LENDER: STATE STREET BANK AND TRUST COMPANY,
in its capacity as trustee, custodian,
or agent of the Clients.

Name P. F. Lynch

By Paul F. Lynch, CFA

Title Senior Managing Director

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Confidentiality and Nondisclosure Agreement (this "**Agreement**") is made as of this 16th day of January, 2007 by and between State Street Bank and Trust Company ("**Lending Agent**"), for itself and as agent for and on behalf its principal lender clients (each a "**Principal Lender**"), and Macquarie Securities (USA) Inc. ("**Borrower**").

WITNESSETH

WHEREAS, Borrower and Lending Agent are parties to one or more Securities Loan Agreements (each, a "**Loan Agreement**"), including the Securities Loan Agreement (United States Government Securities) dated January 16, 2007, the Securities Loan Agreement (United States Securities other than United States Government Securities) dated January 16, 2007, and the Securities Loan Agreement (International) dated January 16, 2007, as such Loan Agreements may be amended, extended or replaced from time to time;

WHEREAS, Borrower wishes to receive from Lending Agent information that is confidential, proprietary or otherwise not generally available to the public in connection with one or more Loan Agreements and the Principal Lenders under the Lending Agent's Global Securities Finance Program (the "**Securities Lending Program**");

WHEREAS, Borrower fully understands that the relationship of Lending Agent with the Principal Lenders, including the identity of the Principal Lenders, is confidential and proprietary to Lending Agent and very valuable to Lending Agent; and

WHEREAS, in connection with Borrower's participation in the Securities Lending Program under the Loan Agreement(s), including any additional or substitute Loan Agreements entered into after the date hereof, the Lending Agent is prepared to furnish such information to certain authorized persons of the Borrower, on the condition that such information be kept confidential and used only for the limited purposes specified in this Agreement;

NOW, THEREFORE, for and in consideration of the premises and the agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Definitions. For purposes of this Agreement:

- (a) "**Confidential Information**" means the identifying information of any Principal Lender participating in the Securities Lending Program and information regarding the lending activity of any such Principal Lender (including without limitation the allocation of loans to such Principal Lender), in each case furnished to the Borrower by the Lending Agent (including through vendors and/or clearing agencies) in connection with the Securities Lending Program, or to which a

Borrower has access by virtue of such Borrower's participation in the Securities Lending Program (in each case, whether such information is furnished or made accessible in writing, orally, visually or by electronic or any other means).

Notwithstanding anything to the contrary in this Agreement, the following will not constitute Confidential Information for purposes of this Agreement: (i) information that is or becomes generally available to the public (other than as a result of a disclosure or other act by the Borrower); (ii) information that can be shown by the Borrower to have been already known to the Borrower on a non-confidential basis prior to being furnished to the Borrower by the Lending Agent; and (iii) information that becomes available to the Borrower on a non-confidential basis from a source other than the Lending Agent or its agents or vendors if such source was not subject to any prohibition against transmitting the information to the Borrower. If only a portion of any Confidential Information falls within any of the exceptions listed above, the remainder of such Confidential Information shall continue to be subject to this Agreement.

- (b) **"Authorized Persons"** means the employees in the Borrower's credit and risk departments, including the regulatory capital group, who have a need-to-know such information to perform the Authorized Purposes (defined below) in connection with the applicable Loan Agreement.
 - (c) **"Authorized Purposes"** means purposes of (a) credit analysis, (b) monitoring credit exposure to each Principal Lender, and (c) calculating regulatory capital exposure to each Principal Lender, in each case with respect to transactions with Principal Lenders executed under Borrower's Securities Loan Agreement(s) with Lending Agent (as agent on behalf of Principal Lenders).
2. **Nondisclosure of Confidential Information.** Borrower agrees that the Confidential Information shall be disclosed only to Authorized Persons and used solely for Authorized Purposes. The Borrower agrees not to disclose or use the Confidential Information other than to the Authorized Persons for the Authorized Purposes without the prior written consent of Lending Agent. Borrower shall not, and agrees that the Authorized Persons shall not, directly or indirectly, in any manner or through any means, (i) trade or make investment recommendations on the basis of the Confidential Information, or (ii) disclose such Confidential Information to any other person, department or unit, including without limitation, the sales, trading or marketing units of the Borrower without the prior written consent of the Lending Agent, and shall not permit any use of the Confidential Information to solicit Principal Lenders or to market any products or services (including securities lending) to any Principal Lenders or otherwise interfere with the Lending Agent's relationship with the Principal Lenders. As a condition of Lending Agent disclosing the Confidential Information to Borrower and its Authorized Persons, Borrower agrees that (i) it will inform such Authorized Persons in writing that the Confidential Information is confidential and require that it not be used or disclosed other than to Authorized


Persons for the Authorized Purposes, (ii) such Authorized Persons are deemed to have agreed to and be bound by the terms of this Agreement by virtue of their receipt of the Confidential Information, and (iii) in any event, the Borrower is responsible for its Authorized Persons' disclosure of Confidential Information or other breach of this Agreement. The Borrower shall safeguard the Confidential Information from unauthorized use or disclosure using the same degree of care as it takes to protect its own confidential information of similar nature (but in any event no less than a reasonable degree of care). For purposes hereof, "person" will be interpreted broadly to include any organization, governmental instrumentality, corporation, partnership, division or individual.

3. Notice Preceding Compelled Disclosure. If a Borrower or any Authorized Person is legally compelled to disclose Confidential Information pursuant to a subpoena, summons, order or other governmental or administrative process or by applicable law, the Borrower shall promptly notify the Lending Agent of such request or requirement to allow the Lending Agent and/or the Principal the opportunity to seek a protective order to limit such disclosure or to take other appropriate action.
4. Term. The obligations regarding confidentiality and non-disclosure of information under this Agreement will commence upon receipt of the Confidential Information and shall survive indefinitely (or the longest time allowed under applicable law) any termination of a Loan Agreement.
5. Remedies. The Borrower acknowledges and agrees that Lending Agent and the Principal Lenders would suffer irreparable harm if the Borrower breaches any of the provisions of this Agreement and that money damages would not be a sufficient remedy for any such breach. Each of the Lending Agent and the Principal Lenders shall be entitled to seek specific performance and injunctive relief as remedies for any such breach. Such remedies are not the exclusive remedies for a breach of this Agreement by the Borrower but are in addition to all other remedies available at law or in equity to the Lending Agent and the Principal Lenders.
6. Miscellaneous.
 - (a) No Waiver. No failure or delay in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.
 - (b) Notices. Any communications, notices or requests between the parties in connection with this Agreement shall be given by mailing the same, postage prepaid, or by facsimile with a confirmation copy sent by mail, postage prepaid, to the party's address as set forth on the signature page hereto, or to such other addresses as either party may indicate in writing hereafter. Notices shall be effective only when received.

- (c) Entire Agreement. This Agreement is the entire agreement between the parties and it supersedes all prior agreements, written or oral, relating to the subject matter hereof. No modification or waiver of any provision shall be binding unless in writing signed by the party against whom such modification or waiver is sought to be enforced.
- (d) Authority. Each of the parties hereto represents, covenants and agrees for itself that this Agreement has been duly signed for and on behalf of, and shall be binding on, such party by authority of its governing bodies and within the scope of its respective powers.
- (e) Severability. In case provisions of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this agreement shall not in any way be affected or impaired thereby.
- (f) Successors and Assigns. This Agreement inures to the benefit of and is binding on the parties hereto and their respective successors and permitted assigns.
- (g) Governing Law. The validity, interpretation, performance and enforcement of this agreement shall be governed by the laws of the Commonwealth of Massachusetts, without giving effect to the provisions relating to conflict of laws.
- (h) Headings. The headings of the paragraphs of this Agreement are inserted for convenience only and do not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

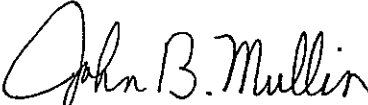
STATE STREET BANK AND TRUST
COMPANY, for itself and as agent on
behalf of the Principal Lenders

By: 
Name: **Paul F. Lynch, CFA**
Title: **Senior Managing Director**

Address for Notices:

State Street Bank and Trust Company
One Lincoln Street
Boston, MA 02111-2900
Attn: Legal Department
Facsimile: 617 664-5006

MACQUARIE SECURITIES (USA) INC.

By: 
Name: **JOHN B. MULLIN**
Title: **TREASURER**

Address for Notices:

Macquarie Securities (USA) Inc.
125 West 55th Street
New York, NY 10019
Attn: Clare Hegarty, Legal Department
Facsimile:

STATE STREET WEBLEND AGREEMENT

WHEREAS, State Street Bank and Trust Company ("State Street") has been appointed securities lending agent by certain of its clients (hereinafter collectively, the "Lenders") to lend certain of their assets to borrowers including **Macquarie Securities (USA) Inc.** (hereinafter the "Borrower");

WHEREAS, State Street and the Borrower have entered into the following loan agreements governing such securities loans: Securities Loan Agreement (Securities other than United States Government Securities), Securities Loan Agreement (United States Government Securities), Securities Loan Agreement (International), as amended, extended or replaced (individually a "Securities Loan Agreement" and collectively, the "Securities Loan Agreements");

WHEREAS, State Street has developed and utilizes a computerized, proprietary system known as State Street WebLend through which the borrower may both gain access to certain information regarding securities available for borrowing ("Data Access Services") and initiate requests to borrow securities ("On-Line Trading Services"). The Data Access Services and the On-Line Trading Services shall collectively be referred to herein as the "State Street WebLend System"; and

WHEREAS, State Street shall make available to the Borrower the State Street WebLend System solely for the Borrower's benefit;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the parties agree as follows:

1. THE STATE STREET WEBLEND SYSTEM

a. Data Access Services. Subject to the terms and conditions of this Agreement, State Street shall provide the Borrower through the State Street WebLend System, access to certain information regarding Lenders' securities, including, the identity of securities available for loan, the price of such loans, the collateral price, interest rates, maturity dates, dividend information, subcustodian identification, security type and such other information necessary to query availability and book a loan (the "Data").

b. On-Line Trading Services. Subject to the terms and conditions of this Agreement, the Borrower, by utilizing the State Street WebLend System, may submit a request to borrow securities it has identified through its review of the Data.

2. NO USE OF THIRD PARTY SYSTEMS-LEVEL SOFTWARE

State Street and the Borrower acknowledge that in connection with the State Street WebLend System provided under this Agreement, in no event will the Borrower have direct access to any third party systems-level software that retrieves data for, stores data from, or otherwise supports the State Street WebLend System.

3. LIMITATION ON SCOPE OF USE

a. Designated Equipment; Designated Location. The State Street WebLend System shall be used and accessed solely on and through the designated configuration ("Designated Configuration"), if applicable, at the offices of the Borrower ("Designated Location").

b. Scope of Use. The Borrower will use the State Street WebLend System only for determining the availability of securities and requesting loans as provided herein. The Borrower shall not, and shall cause its employees and agents not to (i) permit any third party to use the State Street WebLend System, (ii) sell, rent, license or otherwise use the State Street WebLend System or information available thereon in the operation of its business or for any purpose other than as expressly authorized under this Agreement, (iii) use the State Street WebLend System for any fund, trust or other investment vehicle, (iv) allow access to the State Street WebLend System through terminals or any other computer or telecommunications facilities located outside the Designated Locations, (v) allow or cause any information (other than portfolio holdings, valuations of portfolio holdings, and other information reasonably necessary for the management of its borrowing business), including data from third party sources, available through use of State Street WebLend to be redistributed or retransmitted to another computer, terminal or other device for other than use for or on behalf of the Borrower, or (vi) modify the State Street WebLend System in any way, including without limitation, developing any software for or attaching any devices or computer programs to any equipment, system, software or database which forms a part of or is resident on the Designated Configuration.

c. Other Location. The Borrower may secure from State Street the right to access the State Street WebLend System through computer and telecommunications facilities or devices complying with the Designated Configuration, if applicable, at additional locations only upon the prior written consent of State Street and on terms to be mutually agreed upon by the Borrower and State Street.

d. Title. Title and all ownership and proprietary rights to the State Street WebLend System, including any enhancements or modifications thereto, whether or not made by State Street, are and shall remain with State Street.

e. No Modification. Without the prior written consent of State Street, the Borrower shall not modify, enhance or otherwise create derivative works based upon the State Street WebLend System, nor shall the Borrower reverse engineer, decompile or otherwise attempt to secure the source code for all or any part of the State Street WebLend System.

f. Security Procedures. The Borrower shall comply with data access operating standards and procedures and with user identification or other password control requirements and other security procedures as may be issued from time to time by State Street for use of the State Street WebLend System at the Designated Location and, upon

receipt of notice from State Street, the Borrower shall discontinue use of the State Street WebLend System.

g. Inspections. State Street shall have the right without notice to the Borrower to inspect and monitor online, the Borrower's activity on the State Street WebLend System. . On-site inspections to ensure compliance with this Agreement shall be upon prior written notice to the Borrower at reasonably convenient times and frequencies so as not to result in an unreasonable disruption of the Borrower's business.

4. PROPRIETARY INFORMATION

a. Proprietary Information. The Borrower acknowledges and State Street represents that the State Street WebLend System including without limitations its databases, computer programs, screen formats, report formats, interactive design techniques, documentation and other information made available to the Borrower by State Street as part of the State Street WebLend System and through the use of the State Street WebLend System constitute copyrighted, trade secret, or other proprietary information of substantial value to State Street. Any and all such information provided by State Street to the Borrower shall be deemed proprietary and confidential information of State Street (hereinafter "Proprietary Information"). The Borrower agrees that it will hold such Proprietary Information in the strictest confidence and secure and protect it in a manner consistent with its own procedures for the protection of its own confidential information and to take appropriate action by instruction or agreement with its employees who are permitted access to the Proprietary Information to satisfy its obligations hereunder. The Borrower shall use all commercially reasonable efforts to assist State Street in identifying and preventing any unauthorized use, copying or disclosure of the Proprietary Information or any portions thereof or any of the logic, formats or designs contained therein.

b. Cooperation. Without limitation of the foregoing, the Borrower shall advise State Street immediately in the event the Borrower learns or has reason to believe that any person to whom the Borrower has given access to the Proprietary Information, or any portion thereof, has violated or intends to violate the terms of this Agreement, and the Borrower will, at its expense, cooperate with State Street in seeking injunctive or other equitable relief in the name of the Borrower or State Street against any such person.

c. Injunctive Relief. The Borrower acknowledges that the disclosure of any Proprietary Information or any information which at law or equity ought to remain confidential, will immediately give rise to continuing irreparable injury to State Street inadequately compensable in damages at law. State Street shall be entitled to obtain immediate injunctive relief against the breach or threatened breach of any of the foregoing undertakings, in addition to any other legal remedies which may be available.

d. Survival. The provisions of this Section 4 shall survive the termination of this Agreement.

5. LIMITATION OF LIABILITY

a. Limitation of Liability. In no event shall State Street be liable to the Borrower or any other party for any damages, including special, indirect, punitive or consequential damages even if advised of the possibility of such damages, arising out of or related to Borrower's use of the State Street WebLend System.

b. Limited Warranties. NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY STATE STREET.

c. Third-Party Data. Organizations from which State Street may obtain certain data available through the State Street WebLend System are solely responsible for the contents of such data, and State Street shall have no liability for claims arising out of the contents of such third-party data, including, but not limited to, the accuracy thereof.

6. INDEMNIFICATION

The Borrower agrees to indemnify and hold State Street harmless from any loss, damage or expense including reasonable attorney's fees, (a "Loss") suffered by State Street arising from (i) the negligence or willful misconduct in the use by the Borrower of the State Street WebLend System, including any Loss incurred by State Street resulting from a security breach at the Designated Location or committed by the Borrower's employees or agents and (ii) any Loss resulting from incorrect Borrower instructions provided through the On-Line Trading Services. State Street shall be entitled to rely on the validity and authenticity of such Borrower instructions without undertaking any further inquiry as long as such instruction is undertaken in conformity with security procedures established by State Street from time to time. Borrower further agrees to remain responsible for any transactions performed with its ID.

7. FEES

There shall be no charge for Borrower's use of the State Street WebLend System in accordance with the terms hereof.

8. TERM OF AGREEMENT

a. Term of Agreement. This Agreement shall become effective on the date of its execution by State Street and shall remain in full force and effect until terminated as herein provided.

b. Termination of Agreement. Use of the On-Line Trading Services function of the State Street WebLend System relating to a security type shall terminate immediately upon termination of the Securities Lending Agreement relating to that same security type. Otherwise, this Agreement shall terminate immediately with respect to the Borrower only upon termination of all Securities Lending Agreements to which the

Borrower is a party or if a default has occurred with respect to any Securities Lending Agreement to which the Borrower is a party.

c. Termination of the Right to Use. State Street shall have the right at any time to change or discontinue any aspect or feature of the State Street WebLend System, including, but not limited to, content, hours of availability, and equipment needed for access or use. The Borrower agrees that State Street may suspend or terminate the Borrower's access to the State Street WebLend System for any reason and without prior notice to the Borrower. Upon any such termination, the Borrower's right to use the State Street WebLend System shall terminate and the Borrower shall immediately cease use of State Street WebLend System. Immediately upon termination of this Agreement, the Borrower shall return to State Street all copies of documentation and other Proprietary Information in its possession.

9. MISCELLANEOUS

a. Assignment; Successors. This Agreement and the rights and obligations of the Borrower and State Street hereunder shall not be assigned by either party without the prior written consent of the other party, except that State Street may assign this Agreement to a successor of all or a substantial portion of its business, or to a party controlling, controlled by, or under common control with State Street, in which case State Street shall notify the Borrower of such assignment.

b. Survival. All provisions regarding indemnification, warranty, liability and limits thereon, and confidentiality and/or protection of proprietary rights and trade secrets shall survive the termination of this Agreement.

c. Entire Agreement. This Agreement and the attachments hereto, together with the applicable Securities Loan Agreements, constitute the entire understanding of the parties hereto with respect to the State Street WebLend System and the use of the State Street WebLend System and supersede any and all prior or contemporaneous representations or agreements, whether oral or written, between the parties as such may relate to the State Street WebLend System, and cannot be modified or altered except in a writing duly executed by the parties. This Agreement is not intended to supersede or modify the duties and liabilities of the parties hereto under the Securities Loan Agreements or any other agreement between the parties hereto except to the extent that any such agreement specifically refers to the State Street WebLend System. No single waiver of any right hereunder shall be deemed to be a continuing waiver.

d. Severability. If any provision or provisions of this Agreement shall be held to be invalid, unlawful, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

e. On Line Trading Services. If Borrower utilizes the On-Line Trading Services by clicking on the "Book Button" or transmitting an electronic file to State Street WebLend, the Borrower understands and agrees that any such request, when accepted by

the State Street's DML System (State Street's book of record for securities lending transactions), will constitute a contract enforceable against the Borrower.

f. Governing Law; Jurisdiction; Service of Process. This Agreement shall be interpreted and construed in accordance with the internal laws of The Commonwealth of Massachusetts without regard to the conflict of laws provisions thereof. Borrower hereby irrevocably submits to the jurisdiction of any Massachusetts state or federal court sitting in The Commonwealth of Massachusetts in any action or proceeding arising out of or related to this Agreement, and hereby irrevocably agrees that all claims in respect of such action or proceeding shall be heard and determined in such Massachusetts state or Federal court except that this provision shall not preclude any party from removing any action to federal court. Borrower hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. Borrower hereby irrevocably appoints the Boston office of CT Corporation System, or another person or entity located in the Commonwealth of Massachusetts, whose name and address is designated in writing by Borrower to Lender in lieu of CT Corporation System, as its agent to receive on its behalf service of copies of the summons and complaint and any other process which may be served in any such action or proceeding (the "Process Agent"). Such service may be made by mailing or delivering a copy of such process, in care of the Process Agent at the above address. Borrower hereby irrevocably authorizes and directs the Process Agent to accept such service on its behalf. As an alternative method of service, Borrower also irrevocably consents to the service of any and all process in any such action or proceeding by the mailing of copies of such process to Borrower at its address specified in paragraph h below. Borrower agrees that a final judgment in any such action or proceeding, all appeals having been taken or the time period for such appeals having expired, shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law.

g. Privacy. The Borrower hereby acknowledges that the security, integrity and privacy of any and all information exchanged between the Borrower and State Street over the Internet cannot be guaranteed.

h. Notices. Except as otherwise specifically provided herein, any notice or communication required or permitted to be given under this Agreement may be made orally, in writing, or by any other means mutually acceptable to the parties. If in writing, a notice shall be sufficient if delivered to the party entitled to receive such notices at the following addresses:

BORROWER: Macquarie Securities (USA) Inc.
125 West 555th Street
New York, NY 10019
Clare Hegarty, Legal Department

STATE STREET: State Street Bank and Trust Company
Securities Finance
State Street Financial Center
One Lincoln Street
Boston, Massachusetts 02111-2900
Attn.: Business Technology Department

Telephone and facsimile notices shall be sufficient if communicated to the party entitled to receive such notice at the following numbers:

If to Borrower:

Telephone 44 20 7065 2547 Facsimile 44 20 7065 2061

If to State Street:

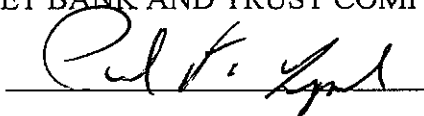
Telephone (617) 664-2500 Facsimile (617) 664-2722

The parties shall promptly notify each other in writing of any change of address, addressee, telephone number or facsimile number. State Street shall consider Borrower's address, addressee, telephone number and facsimile number correct unless Borrower notifies State Street in writing otherwise.

This Agreement shall be effective as of the 16th day of January, 2007.

STATE STREET BANK AND TRUST COMPANY

By:

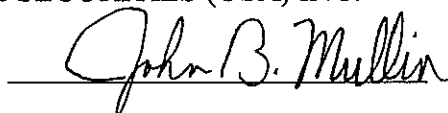


Name/Title:

Paul F. Lynch, CFA
Senior Managing Director

MACQUARIE SECURITIES (USA) INC.

By:



Name/Title:

JOHN B. MULLIN
TREASURER

AGENCY AGREEMENT

RE: Securities Loan Agreement (International) dated ~~December 16~~ ^{January 16}, 2007 between Macquarie Securities (USA) Inc. and State Street Bank and Trust Company, as trustee, custodian, or agent for its Clients.

Please be informed that Macquarie Bank Limited, London Branch, our UK broker-dealer, registered with the Financial Services Authority, will act as agent for Macquarie Securities (USA) Inc. in relation to transactions concerning UK equities.

Macquarie Securities (USA) Inc. ("Borrower") has appointed Macquarie Bank Limited, London Branch ("Agent") as its agent with authority to make all relevant arrangements for loans of UK equities. In particular Agent may advise Borrower with respect to lending fees, collateral requirements and loan terms. In addition Agent will also be responsible for settlement of such securities (within the CREST system) and, in its capacity as a London Stock Exchange member firm, will be responsible for ensuring compliance with the rules governing stock lending.

This serves as notice to you that Agent will be acting as our agent in respect of transactions involving UK equities and we will promptly inform you in writing if we appoint a new agent. Procedurally, operationally, contractually and from a credit perspective our usual legal and business relationship will be unaffected. All of the transaction details in relation to your trades will be determined or confirmed in the usual manner with your sales representative from Borrower, which is your sole counterparty under the above-referenced Securities Loan Agreement. You will not assume any further obligations to Borrower nor any obligations to Agent, under this arrangement concerning UK equities.

Please indicate your acknowledgment and your understanding of the above by signing in the place indicated below.

Yours sincerely,

MACQUARIE SECURITIES (USA) INC.

John B. Mullin [Authorized Signatory of Borrower]
JOHN B. MULLIN, TREASURER

Acknowledged on behalf of State Street Bank and Trust Company, as trustee, custodian, or agent for its Clients.

Paul F. Lynch
Name: _____
Title: **Paul F. Lynch, CFA**
Senior Managing Director

1/22/07
Date

AUSTRALIAN CORPORATE APPENDIX

to the SECURITIES LOAN AGREEMENT (INTERNATIONAL)
dated the 16th day of January, 2007 (the "Agreement")
between STATE STREET BANK AND TRUST COMPANY,
as trustee, custodian, or agent for its Clients ("Lender"),
and MACQUARIE SECURITIES (USA) INC. ("Borrower")

Pursuant to Section 15 of the Agreement, Lender and Borrower enter into this Appendix to govern certain aspects of those Loans that are hereafter made under the Agreement and which are described as follows:

Type of Securities: Australian Corporate Securities

Securities Trading Location: Australia

Clearing Organization (if applicable):

(a) for purposes of transferring Non-Cash Collateral (see Section 2.1(f)):

Depository Trust Company or such other clearing organization agreed to by the parties;
and

(b) for purposes of transferring Borrowed Securities (see Section 3.1(b)):

CHESS or such other clearing organization agreed to by the parties.

Collateral Location: United States or such other location as the parties may agree.

The following provisions of this Appendix relate, respectively, to the following Sections of the Agreement.

<u>Section of Agreement</u>	<u>Terms specified by this Appendix:</u>
-----------------------------	--

Cash Collateral means Collateral in the lawful currency of the Collateral Location unless a different currency is agreed to by the parties.

The Default Rate shall be the Prime Rate unless a different rate is agreed to by the parties.

The Maximum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

The Minimum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

- 2.1 No later than the Collateral Transfer Day that is one Collateral Transfer Day prior to the Securities Trading Day upon which the Borrowed Securities are to be transferred to Borrower as a Loan, Borrower shall deliver to the Lender Collateral with a Collateral Value not less than the Minimum Margin Amount.

In addition to the types of Collateral specified in Section 2.1, a chose in action delivered under RITS and certain other types of Collateral (delivered in the method specified) may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1. Agreement as to acceptable forms of Collateral may be made by the following means of communication: telephonic communication, facsimile, electronic mail, in writing or other means mutually acceptable to the parties.

- 2.4 Notwithstanding Section 2.4, Borrower acknowledges that distributions on Non-Cash Collateral may be afforded different treatment than Borrower would have been so entitled had it not delivered the Collateral to Lender, and hereby agrees not to claim Lender or any relevant Client for any disparate treatment as a result of its receiving the distribution from Lender (as opposed to a distribution from issuer directly). In addition, Lender shall reduce the amount of such distributions paid to Borrower by any withholding or other taxes imposed or assessed with respect to such distributions.

Distributions on Non-Cash Collateral are to be delivered to Borrower in the currency in which such distributions are made by the issuer of such security unless a different currency is specified here:

Such other currency as agreed to by the parties.

- 3.1(c) In addition to the methods of delivering the Borrowed Securities specified in Section 3.1, certain other methods may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1.

- 3.3 Cash Distributions on Borrowed Securities are to be delivered to Lender in the currency in which such distributions are made by the issuer of the Borrowed Securities unless different currency is specified here:

Such other currency as agreed to by the parties.

- 4.5(b) If the Collateral Location is not in the United States, the Notice Deadline shall be the customary notice deadline required in order to assure that Collateral shall be delivered by the close of the Collateral Transfer Day ("Delivery Deadline"). If notice is given after the Notice Deadline, then the Delivery Deadline shall be no later than the close of the next Collateral Transfer Day (determined by the time of the Collateral Location).

- 5.2 The loan rebate fee (if applicable) shall be paid in the currency of the Collateral Location unless a different currency is specified here:

Such other currency as agreed to by the parties.

- 5.3 The loan premium (if applicable) shall be paid by Borrower to Lender in the currency of the Securities Trading Location unless a different currency is specified here:

U.S. Dollars or such other currency as agreed to by the parties

- 8.2(b) Section 8.2(b) is hereby amended to read as follows:

"(b) the close of the third Securities Trading Day following the day on which Lender gives notice of termination of such Loan to Borrower. For purposes of determining the Securities Trading Day on which Borrowed Securities must be returned to Lender, the first Securities Trading Day shall be the Securities Trading Day that follows the Securities Trading Day on which notice is given."

- 8.4 If a Loan shall not have been terminated sooner by Lender or Borrower and the Client is a resident of Australia, the Loan shall be terminated automatically on the first anniversary of the Loan unless otherwise provided here:

12. Notwithstanding the use of expressions such as "borrow", "lend", "Collateral", "redeliver", etc., which are used to reflect terminology used in the market for transactions of the kind provided for in this Agreement, title to securities "borrowed" or "lent" and "Collateral" provided in accordance with this Agreement shall pass from one party to another as provided for in this Agreement, the party obtaining such title being obligated to deliver equivalent securities or equivalent Collateral, as the case may be.

16. The exchange rate used for conversion of currency exchange values shall be the rate as determined by State Street by utilizing an internationally recognized pricing service.

The following provisions of this Appendix are additional or supplemental provisions for Australian Securities Lending:

- (1) Notwithstanding anything to the contrary in this Agreement, including, without limitation, sections 2 and 3, title to the Borrowed Securities and Collateral shall pass from one party to the other. Lender and the Borrower shall execute and deliver all necessary documents and give all necessary instructions to procure that all right, title and interest in:

(a) any Borrowed Securities pursuant to the terms of this Agreement; and

(b) any Collateral delivered pursuant to the terms of this Agreement;

shall pass from one party to the other subject to the terms and conditions mentioned herein and on return of the same in accordance with this Agreement, free from all liens, charges and encumbrances. Until a Loan is terminated in accordance with this Agreement and subject to the terms of this Agreement, the Borrower shall have all the incidents of ownership of the Borrowed Securities and Lender shall have all of the incidents of ownership of the Collateral, including the right to transfer the same to others upon an event of Default.

(2) If Lender does not receive a franked or partially franked dividend on Borrowed Securities in circumstances where Lender would have been entitled to a franked or partially franked dividend if it had not transacted a Loan of such securities, Lender shall be paid by the Borrower at the time of payment of the dividend or dividend equivalent amount an amount, determined by Lender, so as to fully compensate Lender for the loss of any franking credit it would otherwise have been entitled to receive.

DATED this 16 day of January, 2007

BORROWER: **MACQUARIE SECURITIES (USA) INC.**

Name: John B. Mullin

By: John B. Mullin

Title: Treasurer

LENDER: **STATE STREET BANK AND TRUST COMPANY,**
in its capacity as trustee, custodian or agent for its Clients

Name: Paul F. Lynch

By: Paul F. Lynch, CFA

Title: Senior Managing Director

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AUSTRALIAN GOVERNMENT APPENDIX

to the SECURITIES LOAN AGREEMENT (INTERNATIONAL)
dated the 16th day of January, 2007 (the "Agreement")
between **STATE STREET BANK AND TRUST COMPANY**,
as trustee, custodian, or agent for its Clients ("Lender"),
and **MACQUARIE SECURITIES (USA) INC.** ("Borrower")

Pursuant to Section 15 of the Agreement, Lender and Borrower enter into this Appendix to govern certain aspects of those Loans that are hereafter made under the Agreement and which are described as follows:

Type of Securities: Australian Government and Semi-Government Securities

Securities Trading Location: Australia

Clearing Organization (if applicable):

(a) for purposes of transferring Non-Cash Collateral (see Section 2.1(f)): Federal Reserve, Euroclear, Reserve Bank and Trading System, Austraclear or such other clearing organization agreed to by the parties; and

(b) for purposes of transferring Borrowed Securities (see Section 3.1(b)): Reserve Bank Information and Trading System, Austraclear, Euroclear or such other clearing organization agreed to by the parties.

Collateral Location: United States, Australia, Euroclear or such other location as the parties may agree.

The following provisions of this Appendix relate, respectively, to the following Sections of the Agreement.

<u>Section of Agreement</u>	<u>Terms specified by this Appendix</u>
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Cash Collateral means Collateral in the lawful currency of the Collateral Location unless a different currency is agreed to by the parties.

The Default Rate shall be the Prime Rate unless a different rate is agreed to by the parties.

The Maximum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

The Minimum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred two percent (102%).

- 2.1 No later than the Collateral Transfer Day that is one Collateral Transfer Day prior to the Securities Trading Day upon which the Borrowed Securities are to be transferred to Borrower as a Loan, Borrower shall deliver to the Lender Collateral with a Collateral Value not less than the Minimum Margin Amount.

In addition to the types of Collateral specified in Section 2.1, certain other types of Collateral (delivered in the method specified) may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1. Agreement as to acceptable forms of Collateral may be made by the following means of communication: telephonic communication, facsimile, electronic mail, in writing or other means mutually acceptable to the parties.

- 2.4 Notwithstanding Section 2.4, Borrower acknowledges that distributions on Non-Cash Collateral may be afforded different treatment than Borrower would have been so entitled had it not delivered the Collateral to Lender, and hereby agrees not to claim Lender or any relevant Client for any disparate treatment as a result of its receiving the distribution from Lender (as opposed to a distribution from issuer directly). In addition, Lender shall reduce the amount of such distributions paid to Borrower by any withholding or other taxes imposed or assessed with respect to such distributions.

Distributions on Non-Cash Collateral are to be delivered to Borrower in the currency in which such distributions are made by the issuer of such security unless a different currency is specified here:

Such other currency as agreed to by the parties.

- 3.1(c) In addition to the methods of delivering the Borrowed Securities specified in Section 3.1, certain other methods may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1.

- 3.3 Cash distributions on Borrowed Securities are to be delivered to Lender in the currency in which such distributions are made by the issuer of the Borrowed Securities unless a different currency is specified here:

Such other currency as agreed to by the parties.

- 4.5(b) If the Collateral Location is not in the United States, the Notice Deadline shall be the customary notice deadline required in order to assure that Collateral shall be delivered by the close of the Collateral Transfer Day ("Delivery Deadline"). If notice is given after the Notice Deadline, then the Delivery Deadline shall be no later than the close of the next Collateral Transfer Day (determined by the time of the Collateral Location).

- 5.2 The loan rebate fee (if applicable) shall be paid in the currency of the Collateral Location unless a different currency is specified here:
- Such other currency as agreed to by the parties.
- 5.3 The loan premium (if applicable) shall be paid by Borrower to Lender in the currency of the Securities Trading Location unless a different currency is specified here:
- U.S. Dollars, Australian Dollars, or such other currency as agreed to by the parties.
- 8.2(b) Section 8.2(b) is hereby amended to read as follows:
- "(b) the close of the third Securities Trading Day following the day on which Lender gives notice of termination of such Loan to Borrower. For purposes of determining the Securities Trading Day on which Borrowed Securities must be returned to Lender, the first Securities Trading Day shall be the Securities Trading Day that follows the Securities Trading Day on which notice is given."
- 8.4 If a Loan shall not have been terminated sooner by the Lender or Borrower and the Client is a resident of Australia, the Loan shall be terminated automatically on the first anniversary of the Loan.
16. The exchange rate used for conversion of currency exchange values shall be the rate as determined by State Street by utilizing an internationally recognized pricing service.

The following provisions of this Appendix are additional or supplemental provisions for Australian securities lending:

Notwithstanding anything to the contrary in the Agreement, including, without limitation, sections 2 and 3, title to the Borrowed Securities and Collateral shall pass from one party to the other. Lender and the Borrower shall execute and deliver all necessary documents and give all necessary instructions to procure that all right, title and interest in:

- (a) any Borrowed Securities pursuant to the terms of the Agreement; and
- (b) any Collateral delivered pursuant to the terms of the Agreement;

shall pass from one party to the other subject to the terms and conditions mentioned herein and on return of the same in accordance with the Agreement, free from all liens, charges and encumbrances. Until a Loan is terminated in accordance with the Agreement and subject to the

terms of the Agreement, the Borrower shall have all the incidents of ownership of the Borrowed Securities and Lender shall have all of the incidents of ownership of the Collateral, including the right to transfer the same to others upon an Event of Default.

DATED this 16 day of January, 2007

BORROWER: MACQUARIE SECURITIES (USA) INC.

Name: John B. Mullin

By: John B. Mullin

Title: TREASURER

LENDER: STATE STREET BANK AND TRUST COMPANY,
in its capacity as trustee, custodian or agent for its Clients

Name: Paul F. Lynch

By: Paul F. Lynch, CFA
Senior Managing Director

Title: _____

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AUSTRIAN CORPORATE APPENDIX

to the SECURITIES LOAN AGREEMENT (INTERNATIONAL)
dated the 16th day of January, 2007 (the "Agreement")
between **STATE STREET BANK AND TRUST COMPANY**,
as trustee, custodian, or agent for its Clients ("Lender"),
and **MACQUARIE SECURITIES (USA) INC.** ("Borrower")

Pursuant to Section 15 of the Agreement, Lender and Borrower enter into this Appendix to govern certain aspects of those Loans that are hereafter made under the Agreement and which are described as follows:

Type of Securities: Austrian Corporate Securities

Securities Trading Location: Austria

Clearing Organization (if applicable):

(a) for purposes of the transfer of Non-Cash Collateral (see Section 2.1(f)):

Depository Trust Company or such other clearing organization agreed to by the parties;
and

(b) for purposes of the transfer of Borrowed Securities (see Section 3.1(b)):

Wertpapiersammelbank (WSB) or such other clearing organization agreed to by the Parties.

Collateral Location: United States or such other location as the parties may agree.

The following provisions of this Appendix relate, respectively, to the following Sections of the Agreement.

<u>Section of Agreement</u>	<u>Terms specified by this Appendix</u>
-----------------------------	---

Cash Collateral means Collateral in the lawful currency of the Collateral Location, unless a different currency is agreed to by the parties.

The Default Rate shall be the Prime Rate, unless a different rate is agreed to by the parties.

The Maximum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

The Minimum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

- 2.1 No later than the Collateral Transfer Day that is one Collateral Transfer Day prior to the Securities Trading Day upon which the Borrowed Securities are to be transferred to Borrower as a Loan, Borrower shall deliver to the Lender Collateral with a Collateral Value not less than the Minimum Margin Amount.

In addition to the types of Collateral specified in Section 2.1, certain other types of Collateral (delivered in the method specified) may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1. Agreement as to acceptable forms of Collateral may be made by the following means of communication: telephonic communication, facsimile, electronic mail, in writing or other means mutually acceptable to the parties.

- 2.4 Notwithstanding Section 2.4, Borrower acknowledges that distributions on Non-Cash Collateral may be afforded different tax treatment by the local tax authority than Borrower would have been so entitled had it not delivered the Collateral to Lender, and hereby agrees not to claim Lender or any relevant Client for any disparate treatment as a result of its receiving the distribution from Lender (as opposed to a distribution from issuer directly). In addition, Lender shall reduce the amount of such distributions paid to Borrower by any withholding or other taxes imposed or assessed with respect to such distributions.

Distributions on Non-Cash Collateral are to be delivered to Borrower in the currency in which such distributions are made by the issuer of such security, unless a different currency is specified here:

Such other currency as agreed to by the parties.

- 3.1(c) In addition to the methods of delivering the Borrowed Securities specified in Section 3.1, certain other methods may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1.

- 3.3 Cash Distributions on Borrowed Securities are to be delivered to Lender in the currency in which such distributions are made by the issuer of the Borrowed Securities, unless a different currency is specified here:

Such other currency as agreed to by the parties.

- 4.5(b) If the Collateral Location is not in the United States, the Notice Deadline shall be the customary notice deadline required in order to assure that Collateral shall be delivered by the close of the day ("Delivery Deadline"). If notice is given after the Notice Deadline, then the Delivery Deadline shall be no later than the close of the next Collateral Transfer Day (determined by the time of the Collateral Location).

- 5.2 The loan rebate fee (if applicable) shall be paid in the currency of the Collateral Location unless a different currency is specified here:

Such other currency as agreed to by the parties.

5.3 The loan premium (if applicable) shall be paid by Borrower to Lender in the currency of the Securities Trading Location unless a different currency is specified here:

U.S. Dollars or such other currency as agreed to by the parties.

8.2(b) Section 8.2(b) is hereby amended to read as follows:

"(b) the close of the third Securities Trading Day following the day on which Lender gives notice of termination of such Loan to Borrower. For purposes of determining the Securities Trading Day on which Borrowed Securities must be returned to Lender, the first Securities Trading Day shall be the Securities Trading Day that follows the Securities Trading Day on which notice is given."

13. Without limiting Section 13, and solely for the purposes of addressing certain particularities, Borrower shall pay all costs and taxes, including, without limitation, exchange charges or any administrative fee imposed on each late delivery, including any penalties thereon.

16. The exchange rate used for conversion of currency exchange values shall be the rate as determined by State Street by utilizing an internationally recognized pricing service.

DATED this 16 day of January 2007

BORROWER: **MACQUARIE SECURITIES (USA) INC.**

Name: John B. Mullin

By: John B. Mullin

Title: TREASURER

LENDER: **STATE STREET BANK AND TRUST COMPANY,**
in its capacity as trustee, custodian or agent for its Clients

Name: Paul F. Lynch

By: Paul F. Lynch, CFA
Senior Managing Director

Title: _____

BELGIAN CORPORATE APPENDIX

to the SECURITIES LOAN AGREEMENT (INTERNATIONAL)
dated the 16th day of January, 2007 (the "Agreement")
between **STATE STREET BANK AND TRUST COMPANY**,
as trustee, custodian, or agent for its Clients ("Lender"),
and **MACQUARIE SECURITIES (USA) INC.** ("Borrower")

Pursuant to Section 15 of the Agreement, Lender and Borrower enter into this Appendix to govern certain aspects of those Loans that are hereafter made under the Agreement and which are described as follows:

Type of Securities: Belgian Corporate Securities

Securities Trading Location: Belgium

Clearing Organization (if applicable):

(a) for purposes of the transfer of Non-Cash Collateral (see Section 2.1(f)):

Depository Trust Company or such other clearing organization agreed to by the parties;
and

(b) for purposes of the transfer of Borrowed Securities (see Section 3.1(b)):

Caisse Interprofessionnelle de Depot et de Virement de Titres or such other clearing
organization agreed to by the parties.

Collateral Location: United States or such other location as the parties may agree.

The following provisions of this Appendix relate, respectively, to the following Sections of the Agreement.

<u>Section of Agreement</u>	<u>Terms specified by this Appendix</u>
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Cash Collateral means Collateral in the lawful currency of the Collateral Location, unless a different currency is agreed to by the parties.

The Default Rate shall be the Prime Rate, unless a different rate is agreed to by the parties.

The Maximum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

The Minimum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

- 2.1 No later than the Collateral Transfer Day that is one Collateral Transfer Day prior to the Securities Trading Day upon which the Borrowed Securities are to be transferred to Borrower as a Loan, Borrower shall deliver to the Lender Collateral with a Collateral Value not less than the Minimum Margin Amount.

In addition to the types of Collateral specified in Section 2.1, certain other types of Collateral (delivered in the method specified) may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1. Agreement as to acceptable forms of Collateral may be made by the following means of communication: telephonic communication, facsimile, electronic mail, in writing or other means mutually acceptable to the parties.

- 2.4 Notwithstanding Section 2.4, Borrower acknowledges that distributions on Non-Cash Collateral may be afforded different treatment than Borrower would have been so entitled had it not delivered the Collateral to Lender, and hereby agrees not to claim Lender or any relevant Client for any disparate treatment as a result of its receiving the distribution from Lender (as opposed to a distribution from issuer directly). In addition, Lender shall reduce the amount of such distributions paid to Borrower by any withholding or other taxes imposed or assessed with respect to such distributions.

Distributions on Non-Cash Collateral are to be delivered to Borrower in the currency in which such distributions are made by the issuer of such security, unless a different currency is specified here:

Such other currency as agreed to by the parties

- 3.1(c) In addition to the methods of delivering the Borrowed Securities specified in Section 3.1, certain other methods may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1.

- 3.3 Cash Distributions on Borrowed Securities are to be delivered to Lender in the currency in which such distributions are made by the issuer of the Borrowed Securities, unless a different currency is specified here:

Such other currency as agreed to by the parties

- 4.5(b) If the Collateral Location is not in the United States, the Notice Deadline shall be the customary notice deadline required in order to assure that Collateral shall be delivered by the close of the Collateral Transfer Day ("Delivery Deadline"). If notice is given after the Notice Deadline, then the Delivery Deadline shall be no later than the close of the next Collateral Transfer Day (determined by the time of the Collateral Location).

5.2 The loan rebate fee (if applicable) shall be paid in the currency of the Collateral Location unless a different currency is specified here:

Such other currency as agreed to by the parties

5.3 The loan premium (if applicable) shall be paid by Borrower to Lender in the currency of the Securities Trading Location unless a different currency is specified here:

U.S. Dollars or such other currency as agreed to between the parties.

8.2(b) Section 8.2(b) is hereby amended to read as follows:

"(b) the close of the third Securities Trading Day following the day on which Lender gives notice of termination of such Loan to Borrower. For purposes of determining the Securities Trading Day on which Borrowed Securities must be returned to Lender, the first Securities Trading Day shall be the Securities Trading Day that follows the Securities Trading Day on which notice is given."

16. The exchange rate used for conversion of currency exchange values shall be the rate as determined by State Street by utilizing an internationally recognized pricing service.

DATED this 16 day of January, 2007

BORROWER: **MACQUARIE SECURITIES (USA) INC.**

Name: John B. Mullin

By: John B. Mullin

Title: TREASURER

LENDER: **STATE STREET BANK AND TRUST COMPANY,**
in its capacity as trustee, custodian or agent for its Clients

Name: Paul F. Lynch

By: Paul F. Lynch, CFA
Senior Managing Director

Title: _____

CANADIAN CORPORATE APPENDIX

to the SECURITIES LOAN AGREEMENT (INTERNATIONAL)
dated the 16th day of January, 2007 (the "Agreement")
between **STATE STREET BANK AND TRUST COMPANY**,
as trustee, custodian, or agent for its Clients ("Lender"),
and **MACQUARIE SECURITIES (USA) INC.** ("Borrower")

Pursuant to Section 15 of the Agreement, Lender and Borrower enter into this Appendix to govern certain aspects of those Loans that are hereafter made under the Agreement and which are described as follows:

Type of Securities: Canadian Corporate Securities

Securities Trading Location: Canada

Clearing Organization (if applicable):

(a) for the purposes of the transfer of Non-Cash Collateral (see Section 2.1(f)):

Depository Trust Company or such other clearing organization as agreed to by the parties:

(b) for the purposes of the transfer of Borrowed Securities (see Section 3.1(b)):

The Book-Based System of The Canadian Depository for Securities LTD or such other clearing organization agreed to by the parties.

Collateral Location: United States or such other location as the parties may agree.

The following provisions of this Appendix relate, respectively, to the following Sections of the Agreement.

<u>Section of Agreement</u>	<u>Terms specified by this Appendix</u>
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Cash Collateral means Collateral in the lawful currency of the Collateral Location, unless a different currency is agreed to by the parties.

The Default Rate shall be the Prime Rate, unless a different rate is agreed to by the parties.

The Maximum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

The Minimum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

2.1 In addition to the types of Collateral (identified by methods of delivery) specified in Section 2.1, certain other types of Collateral may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1. Agreement as to acceptable forms of Collateral may be made by the following means of communication: telephonic communication, facsimile, electronic mail, in writing or other means mutually acceptable to the parties.

2.4 Notwithstanding Section 2.4, Borrower acknowledges that distributions on Non-Cash Collateral may be afforded different treatment than Borrower would have been so entitled had it not delivered the Collateral to Lender, and hereby agrees not to claim Lender or any relevant Client for any disparate treatment as a result of its receiving the distribution from Lender (as opposed to a distribution from issuer directly). In addition, Lender shall reduce the amount of such distributions paid to Borrower by any withholding or other taxes imposed or assessed with respect to such distributions.

Distributions on Non-Cash Collateral are to be delivered to Borrower in the currency in which such distributions are made by the issuer of the Borrowed Securities, unless a different currency is specified here:

Such other currency as agreed to by the parties.

3.1(c) In addition to the methods of delivering the Borrowed Securities specified in Section 3.1, certain other methods may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1.

3.3 Cash Distributions on Borrowed Securities are to be delivered to Lender in the currency in which such distributions are made by the issuer of the Borrowed Securities unless a different currency is specified here:

Such other currency as agreed to by the parties.

4.5(b) If the Collateral Location is not in the United States, the Notice Deadline shall be the customary notice deadline required in order to assure that Collateral shall be delivered by the close of the Collateral Transfer Day ("Delivery Deadline"). If notice is given after the Notice Deadline, then the Delivery Deadline shall be no later than the close of the next Collateral Transfer Day (determined by the time of the Collateral Location).

5.2 The loan rebate fee (if applicable) shall be paid in the currency of the Collateral Location unless a different currency is specified here:

Such other currency as agreed to by the parties.

5.3 The loan premium (if applicable) shall be paid by Borrower to Lender in the currency of the Securities Trading Location unless a different currency is specified here:

U.S. Dollars or such other currency as agreed to by the parties.

8.2(b) Section 8.2(b) is hereby amended to read as follows:

"(b) the close of the third Securities Trading Day following the day on which Lender gives notice of termination of such Loan to Borrower. For purposes of determining the Securities Trading Day on which Borrowed Securities must be returned to Lender, the first Securities Trading Day shall be the Securities Trading Day that follows the Securities Trading Day on which notice is given."

16. The exchange rate used for conversion of currency exchange values shall be the rate as determined by State Street by utilizing an internationally recognized pricing service.

DATED this 16 day of January, 2007

BORROWER: **MACQUARIE SECURITIES (USA) INC.**

Name: John B. Mullin

By: John B. Mullin

Title: TREASURER

LENDER: **STATE STREET BANK AND TRUST COMPANY,**
in its capacity as trustee, custodian or agent for its Clients

Name: Paul F. Lynch

By: Paul F. Lynch, CFA
Senior Managing Director

Title: _____

CANADIAN GOVERNMENT APPENDIX

to the SECURITIES LOAN AGREEMENT (INTERNATIONAL)
dated the 16th day of January, 2007 (the "Agreement")
between **STATE STREET BANK AND TRUST COMPANY**,
as trustee, custodian, or agent for its Clients ("Lender"),
and **MACQUARIE SECURITIES (USA) INC.** ("Borrower")

Pursuant to Section 15 of the Agreement, Lender and Borrower enter into this Appendix to govern certain aspects of those Loans that are hereafter made under the Agreement and which are described as follows:

Type of Securities: Canadian Government and Agency Securities

Securities Trading Location: Canada

Clearing Organization (if applicable):

(a) for the purposes of the transfer of Non-Cash Collateral (see Section 2.1(f)):

Depository Trust Company or such other clearing organization as agreed to by the parties:

(b) for the purposes of the transfer of Borrowed Securities (see section 3.1(b)):

The Book-Based System of The Canadian Depository for Securities LTD or such other clearing organization agreed to by the parties.

Collateral Location: United States or such other location as the parties may agree.

The following provisions of this Appendix relate, respectively, to the following Sections of the Agreement.

<u>Section of Agreement</u>	<u>Terms specified by this Appendix</u>
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Cash Collateral means Collateral in the lawful currency of the Collateral Location, unless a different currency is agreed to by the parties.

The Default Rate shall be the Prime Rate, unless a different rate is agreed to by the parties.

The Maximum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

The Minimum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred two percent (102%).

2.1 In addition to the types of Collateral specified in Section 2.1, certain other types of Collateral (delivered in the method specified) may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1. Agreement as to acceptable forms of Collateral may be made by the following means of communication: telephonic communication, facsimile, electronic mail, in writing or other means mutually acceptable to the parties.

2.4 Notwithstanding Section 2.4, Borrower acknowledges that distributions on Non-Cash Collateral may be afforded different treatment than Borrower would have been so entitled had it not delivered the Collateral to Lender, and hereby agrees not to claim Lender or any relevant Client for any disparate treatment as a result of its receiving the distribution from Lender (as opposed to a distribution from issuer directly). In addition, Lender shall reduce the amount of such distributions paid to Borrower by any withholding or other taxes imposed or assessed with respect to such distributions.

Distributions on Non-Cash Collateral are to be delivered to Borrower in the currency in which such distributions are made by the issuer of the Borrowed Securities, unless a different currency is specified here:

Such other currency as agreed to by the parties.

3.1(c) In addition to the methods of delivering the Borrowed Securities specified in Section 3.1, certain other methods may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1.

3.3 Cash Distributions on Borrowed Securities are to be delivered to Lender in the currency in which such distributions are made by the issuer of the Borrowed Securities, unless a different currency is specified here:

Such other currency as agreed to by the parties.

4.5(b) If the Collateral Location is not in the United States, the Notice Deadline shall be the customary notice deadline required in order to assure that Collateral shall be delivered by the close of the Collateral Transfer Day ("Delivery Deadline"). If notice is given after the Notice Deadline, then the Delivery Deadline shall be no later than the close of the next Collateral Transfer Day (determined by the time of the Collateral Location).

5.2 The loan rebate fee (if applicable) shall be paid in the currency of the Collateral Location unless a different currency is specified here:

Such other currency as agreed to by the parties.

5.3 The loan premium (if applicable) shall be paid by Borrower to Lender in the currency of the Securities Trading Location unless a different currency is specified here:

US Dollars or such other currency as agreed to by the parties.

8.2(b) Section 8.2(b) is hereby amended to read as follows:

"the close of the first Securities Trading Day for Treasury bills and the close of the third Securities Trading Day for Canadian Government bonds following the day on which State Street gives notice of termination of such Loan to the Borrower. For purposes of determining the Securities Trading Day on which Borrowed Securities must be returned to Lender, the first Securities Trading Day shall be the Securities Trading Day that follows the Securities Trading Day on which notice is given."

16. The exchange rate used for conversion of currency exchange values shall be the rate as determined by State Street by utilizing an internationally recognized pricing service.

DATED this 16 day of January, 2007

BORROWER: MACQUARIE SECURITIES (USA) INC.

Name: John B. Mullin

By: John B. Mullin

Title: TREASURER

LENDER: STATE STREET BANK AND TRUST COMPANY,
in its capacity as trustee, custodian or agent for its Clients

Name: P. F. Lynch

By: Paul F. Lynch, CFA
Title: Senior Managing Director

CZECH REPUBLIC EQUITIES APPENDIX

to the SECURITIES LOAN AGREEMENT (INTERNATIONAL)
dated the 16th day of January, 2007 (the "Agreement")
between **STATE STREET BANK AND TRUST COMPANY**,
as trustee, custodian, or agent for its Clients ("Lender"),
and **MACQUARIE SECURITIES (USA) INC.** ("Borrower")

Pursuant to Section 15 of the Agreement, Lender and Borrower enter into this Appendix to govern certain aspects of those Loans that are hereafter made under the Agreement and which are described as follows:

Type of Securities: Czech Republic Equities

Securities Trading Location: Czech Republic

Clearing Organization (if applicable):

(a) for purposes of the transfer of Non-Cash Collateral (see Section 2.1(f)):

Depository Trust Company or such other clearing organization as agreed to by the parties; and

(b) for purposes of the transfer of Borrowed Securities (see Section 3.1(b)):

Stredisko cenných papírů (SCP) (central registry), or such other clearing organization as agreed to by the parties.

Collateral Location: United States or such other location as the parties may agree.

The following provisions of this Appendix relate, respectively, to the following Sections of the Agreement.

Section of
Agreement

Terms specified by this Appendix

"Cash Collateral" means Collateral in the lawful currency of the Collateral Location, unless a different currency is agreed to by the parties.

The "Default Rate" shall be the Prime Rate, unless a different rate is agreed to by the parties.

The "Maximum Margin Amount" will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

The "Minimum Margin Amount" will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

2.1 No later than the Collateral Transfer Day that is one Collateral Transfer Day prior to the Securities Trading Day upon which the Borrowed Securities are to be

transferred to Borrower as a Loan, Borrower shall deliver to the Lender Collateral with a Collateral Value not less than the Minimum Margin Amount.

In addition to the types of Collateral specified in Section 2.1, certain other types of Collateral (delivered in the method specified) may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1. Agreement as to acceptable forms of Collateral may be made by the following means of communication: telephonic communication, facsimile, electronic mail, in writing or other means mutually acceptable to the parties.

- 2.4 Notwithstanding Section 2.4, Borrower acknowledges that distributions on Non-Cash Collateral may be afforded different treatment than Borrower would have been so entitled had it not delivered the Collateral to Lender, and hereby agrees not to claim Lender or any relevant Client for any disparate treatment as a result of its receiving the distribution from Lender (as opposed to a distribution from issuer directly). In addition, Lender shall reduce the amount of such distributions paid to Borrower by any withholding or other taxes imposed or assessed with respect to such distributions.

Distributions on Non-Cash Collateral are to be delivered to Borrower in the currency in which such distributions are made by the issuer of such security, unless a different currency is specified here:

Such other currency as agreed to by the parties

- 3.1(c) In addition to the methods of delivering the Borrowed Securities specified in Section 3.1, certain other methods may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1.

- 3.3 Cash Distributions on Borrowed Securities are to be delivered to Lender in the currency in which such distributions are made by the issuer of the Borrowed Securities, unless a different currency is specified here:

Such other currency as agreed to by the parties

- 4.5(b) If the Collateral Location is not in the United States, the Notice Deadline shall be the customary notice deadline required in order to assure that Collateral shall be delivered by the close of the Collateral Transfer Day ("Delivery Deadline"). If notice is given after the Notice Deadline, then the Delivery Deadline shall be no later than the close of the next Collateral Transfer Day (determined by the time of the Collateral Location).

- 5.2 The loan rebate fee (if applicable) shall be paid in the currency of the Collateral Location unless a different currency is specified here:

Such other currency as agreed to by the parties.

5.3 The loan premium (if applicable) shall be paid by Borrower to Lender in the currency of the Securities Trading Location unless a different currency is specified here:

U.S. Dollars or such other currency as agreed to between the parties.

8.2(b) Section 8.2(b) is hereby amended to read as follows:

"(b) the close of the third Securities Trading Day following the day on which Lender gives notice of termination of such Loan to Borrower. For purposes of determining the Securities Trading Day on which Borrowed Securities must be returned to Lender, the first Securities Trading Day shall be the Securities Trading Day that follows the Securities Trading Day on which notice is given."

16. The exchange rate used for conversion of currency exchange values shall be the rate as determined by State Street by utilizing an internationally recognized pricing service.

The following provision of this Appendix is an additional or supplemental provision for Czech Republic Securities Lending:

Borrower represents that it does not have a permanent establishment in the Czech Republic with which any payments in connection with the transactions contemplated by this appendix are attributable. Borrower shall be deemed to make this representation during the continuation of the Agreement with reference to the facts and circumstances then existing.

DATED this 16 day of January, 2007

BORROWER: **MACQUARIE SECURITIES (USA) INC.**

Name: John B. mullin

By: John B. Mullin

Title: TREASURER

LENDER: **STATE STREET BANK AND TRUST COMPANY,**
in its capacity as trustee, custodian or agent for its Clients

Name: Paul F. Lynch

By: Paul F. Lynch, CFA
Senior Managing Director

Title: _____

DANISH CORPORATE APPENDIX

to the SECURITIES LOAN AGREEMENT (INTERNATIONAL)
dated the 16th day of January, 2007 (the "Agreement")
between **STATE STREET BANK AND TRUST COMPANY**,
as trustee, custodian, or agent for its Clients ("Lender"),
and **MACQUARIE SECURITIES (USA) INC.** ("Borrower")

Pursuant to Section 15 of the Agreement, Lender and Borrower enter into this Appendix to govern certain aspects of those Loans that are hereafter made under the Agreement and which are described as follows:

Type of Securities: Danish Corporate Securities

Securities Trading Location: Denmark

Clearing Organization (if applicable):

(a) for the purposes of the transfer of Non-Cash Collateral (see Section 2.1(f)):

Depository Trust Company or such other clearing organization as agreed to by the parties

(b) or for the purposes of the transfer of Borrowed Securities (see Section 3.1(b)):

Danish Securities Centre Vaerdipapircentralen (VP) or such other clearing organization agreed to by the parties.

Collateral Location: United States or such other location as the parties may agree.

The following provisions of this Appendix relate, respectively, to the following Sections of the Agreement.

Section of
Agreement

Terms specified by this Appendix

Cash Collateral means Collateral in the lawful currency of the Collateral Location, unless a different currency is agreed to by the parties.

The Default Rate shall be the Prime Rate, unless a different rate is agreed to by the parties.

The Maximum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

The Minimum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

- 2.1 No later than the Collateral Transfer Day that is one Collateral Transfer Day prior to the Securities Trading Day upon which the Borrowed Securities are to be transferred to Borrower as a Loan, Borrower shall deliver to the Lender Collateral with a Collateral Value not less than the Minimum Margin Amount.

In addition to the types of Collateral specified in Section 2.1, certain other types of Collateral (delivered in the method specified) may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1. Agreement as to acceptable forms of Collateral may be made by the following means of communication: telephonic communication, facsimile, electronic mail, in writing or other means mutually acceptable to the parties.

- 2.4 Notwithstanding Section 2.4, Borrower acknowledges that distributions on Non-Cash Collateral may be afforded different treatment than Borrower would have been so entitled had it not delivered the Collateral to Lender, and hereby agrees not to claim Lender or any relevant Client for any disparate treatment as a result of its receiving the distribution from Lender (as opposed to a distribution from issuer directly). In addition, Lender shall reduce the amount of such distributions paid to Borrower by any withholding or other taxes imposed or assessed with respect to such distributions.

Distributions on Non-Cash Collateral are to be delivered to Borrower in the currency in which such distributions are made by the issuer of the Borrowed Securities, unless a different currency is specified here:

Such other currency as agreed to by the parties.

- 3.1(c) In addition to the methods of delivering the Borrowed Securities specified in Section 3.1, certain other methods may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1.

- 3.3 Cash Distributions on Borrowed Securities are to be delivered to Lender in the currency in which such distributions are made by the issuer of the Borrowed Securities, unless a different currency is specified here:

Such other currency as agreed to by the parties.

- 4.5(b) If the Collateral Location is not in the United States, the Notice Deadline shall be the customary notice deadline required in order to assure that Collateral shall be delivered by the close of the Collateral Transfer Day ("Delivery Deadline"). If notice is given after the Notice Deadline, then the Delivery Deadline shall be no later than the close of the next Collateral Transfer Day (determined by the time of the Collateral Location).

- 5.2 The loan rebate fee (if applicable) shall be paid in the currency of the Collateral Location unless a different currency is specified here:

Such other currency as agreed to by the parties.

5.3 The loan premium (if applicable) shall be paid by Borrower to Lender in the currency of the Securities Trading Location unless a different currency specified here:

U.S. Dollars or such other currency as agreed to by the parties.

8.2(b) Section 8.2(b) is hereby amended to read as follows:

"(b) the close of the third Securities Trading Day following the day on which Lender gives notice of termination of such Loan to Borrower. For purposes of determining the Securities Trading Day on which Borrowed Securities must be returned to Lender, the first Securities Trading Day shall be the Securities Trading Day that follows the Securities Trading Day on which notice is given."

16. The exchange rate used for conversion of currency exchange values shall be the rate as determined by State Street by utilizing an internationally recognized pricing service.

DATED this 16 day of January, 2007

BORROWER: **MACQUARIE SECURITIES (USA) INC.**

Name: John B. Mullin

By: John B. Mullin

Title: TREASURER

LENDER: **STATE STREET BANK AND TRUST COMPANY,**
in its capacity as trustee, custodian or agent for its Clients

Name: Paul F. Lynch

By: Paul F. Lynch, CFA
Senior Managing Director

Title: _____

FINNISH CORPORATE APPENDIX

to the SECURITIES LOAN AGREEMENT (INTERNATIONAL)
dated the 16th day of January, 2007 (the "Agreement")
between **STATE STREET BANK AND TRUST COMPANY**,
as trustee, custodian, or agent for its Clients ("Lender"),
and **MACQUARIE SECURITIES (USA) INC.** ("Borrower")

Pursuant to Section 15 of the Agreement, Lender and Borrower enter into this Appendix to govern certain aspects of those Loans that are hereafter made under the Agreement and which are described as follows:

Type of Securities: Finnish Corporate Securities

Securities Trading Location: Finland

Clearing Organization (if applicable):

(a) for purposes of the transfer of Non-Cash Collateral (see Section 2.1(f)):

Depository Trust Company or such other clearing organization agreed to by the parties; and

(b) for purposes of the transfer of Borrowed Securities (see Section 3.1(b)):

The Helsinki Stock Exchange (HSE) or such other clearing organization agreed to by the parties.

Collateral Location: United States or such other location as the parties may agree.

The following provisions of this Appendix relate, respectively, to the following Sections of the Agreement.

<u>Section of Agreement</u>	<u>Terms specified by this Appendix</u>
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Cash Collateral means collateral in the lawful currency of the Collateral Location, unless a different currency is agreed to by the parties.

The Default Rate shall be the Prime Rate, unless a different rate is agreed to by the parties.

The Maximum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

The Minimum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

- 2.1 No later than the Collateral Transfer Day that is two Collateral Transfer Days prior to the Securities Trading Day upon which the Borrowed Securities are to be transferred to Borrower as a Loan, Borrower shall deliver to the Lender Collateral with a Collateral Value not less than the Minimum Margin Amount.

In addition to the types of Collateral specified in Section 2.1, certain other types of Collateral (delivered in the method specified) may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1. Agreement as to acceptable forms of Collateral may be made by the following means of communication: telephonic communication, facsimile, electronic mail, in writing or other means mutually acceptable to the parties.

- 2.4 Notwithstanding Section 2.4, Borrower acknowledges that distributions on Non-Cash Collateral may be afforded different treatment than Borrower would have been so entitled had it not delivered the Collateral to Lender, and hereby agrees not to claim Lender or any relevant Client for any disparate treatment as a result of its receiving the distribution from Lender (as opposed to a distribution from issuer directly). In addition, Lender shall reduce the amount of such distributions paid to Borrower by any withholding or other taxes imposed or assessed with respect to such distributions.

Distributions on Non-Cash Collateral are to be delivered to Borrower in the currency in which such distributions are made by the issuer of such security, unless a different currency is specified here:

Such other currency as agreed to by the parties.

- 3.1(c) In addition to the methods of delivering the Borrowed Securities specified in Section 3.1, certain other methods may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1.

- 3.3 Cash Distributions on Borrowed Securities are to be delivered to Lender in the currency in which such distributions are made by the issuer of the Borrowed Securities, unless a different currency is specified here:

Such other currency as agreed to by the parties.

- 4.5(b) If the Collateral Location is not in the United States, the Notice Deadline shall be the customary notice deadline required in order to assure that Collateral shall be delivered by the close of the Collateral Transfer Day ("Delivery Deadline"). If notice is given after the Notice Deadline, then the Delivery Deadline shall be no later than the close of the next Collateral Transfer Day (determined by the time of the Collateral Location).

- 5.2 The loan rebate fee (if applicable) shall be paid in the currency of the Collateral Location unless a different currency is specified here:

Such other currency as agreed to by the parties.

5.3 The loan premium (if applicable) shall be paid by Borrower to Lender in the currency of the Securities Trading Location unless a different currency is specified here:

U.S. Dollars or such other currency agreed to by the parties.

8.2(b) Section 8.2(b) is hereby amended to read as follows:

"(b) the close of the third Securities Trading Day following the day on which Lender gives notice of termination of such Loan to Borrower. For purposes of determining the Securities Trading Day on which Borrowed Securities must be returned to Lender, the first Securities Trading Day shall be the Securities Trading Day that follows the Securities Trading Day on which notice is given."

16. The exchange rate used for conversion of currency exchange values shall be the rate as determined by State Street by utilizing an internationally recognized pricing service.

DATED this 16 day of January, 2007

BORROWER: MACQUARIE SECURITIES (USA) INC.

Name: John B. Mullin

By: John B. Mullin

Title: TREASURER

LENDER: STATE STREET BANK AND TRUST COMPANY,
in its capacity as trustee, custodian or agent for its Clients

Name: Paul F. Lynch

By: Paul F. Lynch, CFA

Title: Senior Managing Director

FRENCH CORPORATE APPENDIX

to the SECURITIES LOAN AGREEMENT (INTERNATIONAL)
dated the 16th day of January, 2007 (the "Agreement")
between **STATE STREET BANK AND TRUST COMPANY**,
as trustee, custodian, or agent for its Clients ("Lender"),
and **MACQUARIE SECURITIES (USA) INC.** ("Borrower")

Pursuant to Section 15 of the Agreement, Lender and Borrower enter into this Appendix to govern certain aspects of those Loans that are hereafter made under the Agreement and which are described as follows:

Type of Securities: French Corporate Securities

Securities Trading Location: France

Clearing Organization (if applicable):

(a) for purposes of the transfer of Non-Cash Collateral (see Section 2.1(f)):

Depository Trust Company or such other clearing organization agreed to by the parties; and

(b) for purposes of the transfer of Borrowed Securities (see Section 3.1(b)):

SICOVAM/RELIT or such other clearing organization agreed to by the parties.

Collateral Location: United States or such other location as the parties may agree.

The following provisions of this Appendix relate, respectively, to the following Sections of the Agreement.

<u>Section of Agreement</u>	<u>Terms specified by this Appendix</u>
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Cash Collateral means Collateral in the lawful currency of the Collateral Location, unless a different currency is agreed to by the parties.

The Default Rate shall be the Prime Rate, unless a different rate is agreed to by the parties.

The Maximum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

The Minimum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

- 2.1 No later than the Collateral Transfer Day that is one Collateral Transfer Day prior to the Securities Trading Day upon which the Borrowed Securities are to be transferred to Borrower as a Loan, Borrower shall deliver to the Lender Collateral with a Collateral Value not less than the Minimum Margin Amount.

In addition to the types of Collateral specified in Section 2.1, certain other types of Collateral (delivered in the method specified) may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1. Agreement as to acceptable forms of Collateral may be made by the following means of communication: telephonic communication, facsimile, electronic mail, in writing or other means mutually acceptable to the parties.

- 2.4 Notwithstanding Section 2.4, Borrower acknowledges that distributions on Non-Cash Collateral may be afforded different treatment than Borrower would have been so entitled had it not delivered the Collateral to Lender, and hereby agrees not to claim Lender or any relevant Client for any disparate treatment as a result of its receiving the distribution from Lender (as opposed to a distribution from issuer directly). In addition, Lender shall reduce the amount of such distributions paid to Borrower by any withholding or other taxes imposed or assessed with respect to such distributions.

Distributions on Non-Cash Collateral are to be delivered to Borrower in the currency in which such distributions are made by the issuer of such security, unless a different currency is specified here:

Such other currency as agreed to by the parties.

- 3.1 In addition to the methods of delivering the Borrowed Securities specified in Section 3.1, certain other methods may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1.

- 3.3 Cash Distributions on Borrowed Securities are to be delivered to Lender in the currency in which such distributions are made by the issuer of the Borrowed Securities unless a different currency is specified here:

Such other currency as agreed to by the parties.

- 4.5(b) If the Collateral Location is not in the United States, the Notice Deadline shall be the customary notice deadline required in order to assure that Collateral shall be delivered by the close of the Collateral Transfer Day ("Delivery Deadline"). If notice is given after the Notice Deadline, then the Delivery Deadline shall be no later than the close of the next Collateral Transfer Day (determined by the time of the Collateral Location).

5.2 The loan rebate fee (if applicable) shall be paid in the currency of the Collateral Location unless a different currency is specified here:

Such other currency as agreed to by the parties.

5.3 The loan premium (if applicable) shall be paid by Borrower to Lender in the currency of the Securities Trading Location unless a different currency is specified here:

U.S. Dollars or such other currency agreed to by the parties.

8.2(b) Section 8.2(b) is hereby amended to read as follows:

"(b) the close of the third Securities Trading Day following the day on which Lender gives notice of termination of such Loan to Borrower. For purposes of determining the Securities Trading Day on which Borrowed Securities must be returned to Lender, the first Securities Trading Day shall be the Securities Trading Day that follows the Securities Trading Day on which notice is given."

16. The exchange rate used for conversion of currency exchange values shall be the rate as determined by State Street by utilizing an internationally recognized pricing service.

The following provisions of this Appendix are additional or supplemental provisions for French Corporate Securities Lending:

If the Lender loses its entitlement to (i) receive a refund of avoir fiscal, or any other equivalent tax refund or credit applicable pursuant to French law, on dividends or other distributions described in Section 3.3, attributable to Borrowed Securities or (ii) claim for a reduction of French tax liability in situations where the Lender would have been so entitled to such

[Remainder of page intentionally left blank.]

refund or claim, Borrower shall pay to Lender on payable date of such distribution an amount, determined reasonably by Lender, which shall fully compensate Lender for all or any part of such refund or claim which is not reclaimable or not eligible to be offset against French tax liability.

DATED this 16 day of January, 2007

BORROWER: **MACQUARIE SECURITIES (USA) INC.**

Name: JOHN B. MULLIN

By: John B. Mullin

Title: TREASURER

LENDER: **STATE STREET BANK AND TRUST COMPANY,**
in its capacity as trustee, custodian or agent for its Clients

Name: Paul F. Lynch

By: Paul F. Lynch, CFA
Senior Managing Director

Title: _____

w:\legal\borrowerappendixsent\us\macquarie\frenchcorp

GERMAN CORPORATE APPENDIX

to the SECURITIES LOAN AGREEMENT (INTERNATIONAL)
dated the 16th day of January, 2007 (the "Agreement")
between **STATE STREET BANK AND TRUST COMPANY**,
as trustee, custodian, or agent for its Clients ("Lender"),
and **MACQUARIE SECURITIES (USA) INC.** ("Borrower")

Pursuant to Section 15 of the Agreement, Lender and Borrower enter into this Appendix to govern certain aspects of those Loans that are hereafter made under the Agreement and which are described as follows:

Type of Securities: German Corporate Securities

Securities Trading Location: Federal Republic of Germany

Clearing Organizations (if applicable):

(a) for purposed of the transfer of Non-Cash Collateral (see Section 2.1(f)):

Depository Trust Company or such other clearing organization as agreed to by the parties;
and

(b) for purposes of the transfer of the Borrowed Securities (see Section 3.1(b)):

Kassenverein or such other clearing organization as agreed to by the parties.

Collateral Location: United States or such other location as the parties may agree.

The following provisions of this Appendix relate, respectively, to the following Sections of the Agreement.

<u>Section of Agreement</u>	<u>Terms specified by this Appendix</u>
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Cash Collateral means Collateral in the lawful currency of the Collateral Location, unless a different currency is agreed to by the parties.

The Default Rate shall be the Prime Rate, unless a different rate is agreed to by the parties.

The Maximum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

The Minimum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

- 2.1 No later than the Collateral Transfer Day that is one Collateral Transfer Day prior to the Securities Trading Day upon which the Borrowed Securities are to be transferred to Borrower as a Loan, Borrower shall deliver to the Lender Collateral with a Collateral Value not less than the Minimum Margin Amount.

In addition to the types of Collateral specified in Section 2.1, certain other types of Collateral (delivered in the method specified) may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1. Agreement as to acceptable forms of Collateral may be made by the following means of communication: telephonic communication, facsimile, electronic mail, in writing or other means mutually acceptable to the parties.

- 2.4 Notwithstanding Section 2.4, Borrower acknowledges that distributions on Non-Cash Collateral may be afforded different treatment than Borrower would have been so entitled had it not delivered the Collateral to Lender, and hereby agrees not to claim Lender or any relevant Client for any disparate treatment as a result of its receiving the distribution from Lender (as opposed to a distribution from issuer directly). In addition, Lender shall reduce the amount of such distributions paid to Borrower by any withholding or other taxes imposed or assessed with respect to such distributions.

Distributions on Non-Cash Collateral are to be delivered to Borrower in the currency in which such distributions are made by the issuer of such security, unless a different currency is specified here:

Such other currency as agreed to by the parties.

- 3.1(c) In addition to the methods of delivering the Borrowed Securities specified in Section 3.1, certain other methods may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1.

- 3.3 Cash Distributions on Borrowed Securities are to be delivered to Lender in the currency in which such distributions are made by the issuer of the Borrowed Securities, unless a different currency is specified here:

Such other currency as agreed to by the parties.

- 4.5(b) If the Collateral Location is not in the United States, the Notice Deadline shall be the customary notice deadline required in order to assure that Collateral shall be delivered by the close of the Collateral Transfer Day ("Delivery Deadline"). If notice is given after the Notice Deadline, then the Delivery Deadline shall be no later than the close of the next Collateral Transfer Day (determined by the time of the Collateral Location).

5.2 The loan rebate fee (if applicable) shall be paid in the currency of the Collateral Location unless a different currency is specified here:

Such other currency as agreed to by the parties.

5.3 The loan premium (if applicable) shall be paid by Borrower to Lender in the currency of the Securities Trading Location unless a different currency is specified here.

U.S. Dollar or such other currency as agreed to by the parties

8.2(b) Section 8.2(b) is hereby amended to read as follows:

"the close of the second Securities Trading Day following the day on which Lender gives notice of termination of such Loan to Borrower. For purposes of determining the Securities Trading Day on which Borrowed Securities must be returned to Lender, the first Securities Trading Day shall be the Securities Trading Day that follows the Securities Trading Day on which notice is given."

16. The exchange rate used for conversion of currency exchange values shall be the rate as determined by State Street by utilizing an internationally recognized pricing service.

DATED this 16 day of January, 2007

BORROWER: **MACQUARIE SECURITIES (USA) INC.**

Name: John B. Mullin

By: John B. Mullin

Title: TREASURER

LENDER: **STATE STREET BANK AND TRUST COMPANY,**
in its capacity as trustee, custodian or agent for its Clients

Name: Paul F. Lynch

By: Paul F. Lynch, CFA
Senior Managing Director

Title: _____

The attached document contains information which is confidential and proprietary to State Street Bank and Trust Company ("State Street"). It is being provided for the exclusive purpose of allowing you to assess participation in a securities lending program operated by State Street. Its use for any other purpose or its distribution to anyone other than your own personnel engaged in this assessment is prohibited without State Street's prior written permission.

This document is the current standard agreement which forms the basis of negotiations with potential borrowers under State Street's securities lending program. During the course of such negotiations with various borrowers, State Street may in its discretion modify this document in whole or part.

HONG KONG CORPORATE APPENDIX

to the SECURITIES LOAN AGREEMENT (INTERNATIONAL)
dated the 16th day of January, 2007 (the "Agreement")
between **STATE STREET BANK AND TRUST COMPANY**,
as trustee, custodian, or agent for its Clients ("Lender"),
and **MACQUARIE SECURITIES (USA) INC.** ("Borrower")

Pursuant to Section 15 of the Agreement, Lender and Borrower enter into this Appendix to govern certain aspects of those securities Loans that are hereafter made under the Agreement and which are described as follows:

Type of Securities: Hong Kong Corporate Securities

Securities Trading Location: Hong Kong

Clearing Organization (if applicable):

(a) for the purposes of the transfer of Non-Cash Collateral (see Section 2.1(f)):

Depository Trust Company or such other clearing organization agreed to by the parties; and

(b) for the purposes of the transfer of Borrowed Securities (see Section 3.1(b)):

The Central Clearing and Settlement System or such other clearing organization agreed to by the parties.

Collateral Location: United States or such other countries as the parties may agree.

The following provisions of this Appendix relate, respectively, to the following Sections of the Agreement.

<u>Section of Agreement</u>	<u>Terms specified by this Appendix</u>
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Cash Collateral means Collateral in the lawful currency of the Collateral Location, unless a different currency is agreed to by the parties.

The Default Rate shall be the Prime Rate, unless a different rate is agreed to by the parties.

The Maximum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

The Minimum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

- 2.1 No later than the Collateral Transfer Day that is one Collateral Transfer Day prior to the Securities Trading Day upon which the Borrowed Securities are to be transferred to Borrower as a Loan, Borrower shall deliver to the Lender Collateral with a Collateral Value not less than the Minimum Margin Amount.

In addition to the types of Collateral specified in Section 2.1, certain other types of Collateral (delivered in the method specified) may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1. Agreement as to acceptable forms of Collateral may be made by the following means of communication: telephonic communication, facsimile, electronic mail, in writing or other means mutually acceptable to the parties.

- 2.4 Notwithstanding Section 2.4, Borrower acknowledges that distributions on Non-Cash Collateral may be afforded different treatment than Borrower would have been so entitled had it not delivered the Collateral to Lender, and hereby agrees not to claim Lender or any relevant Client for any disparate treatment as a result of its receiving the distribution from Lender (as opposed to a distribution from issuer directly). In addition, Lender shall reduce the amount of such distributions paid to Borrower by any withholding or other taxes imposed or assessed with respect to such distributions.

Distributions on Non-Cash Collateral are to be delivered to Borrower in the currency in which such distributions are made by the issuer of such security, unless a different currency is specified here:

Such other currency as agreed to by the parties.

- 3.1(c) In addition to the methods of delivering the Borrowed Securities specified in Section 3.1, certain other methods may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1.

- 3.3 Cash Distributions on Borrowed Securities are to be delivered to Lender in the currency in which such distributions are made by the issuer of the Borrowed Securities unless a different currency is specified here:

Such other currency as agreed to by the parties.

- 4.5(b) If the Collateral Location is not in the United States, the Notice Deadline shall be the customary notice deadline required in order to assure that Collateral shall be delivered by the close of the Collateral Transfer Day ("Delivery Deadline"). If notice is given after the Notice Deadline, then the Delivery Deadline shall be no later than the close of the next Collateral Transfer Day (determined by the time of the Collateral Location).
- 5.2 The loan rebate fee (if applicable) shall be paid in the currency of the Collateral Location unless a different currency is specified here:
- Such other currency as agreed to by the parties.
- 5.3 The loan premium (if applicable) shall be paid by Borrower to Lender in the currency of the Securities Trading Location unless a different currency is specified here:
- U.S. Dollars or such other currency as agreed to by the parties.
- 8.2 Section 8.2 is hereby amended to read as follows:
- "Lender may cause the termination of a Loan by giving notice of termination of such Loan to Borrower prior to the close of business on any Securities Trading Day. Upon such notice, Borrower shall deliver Borrowed Securities to Lender no later than the earlier of:
- (a) the close of business one Securities Trading Day prior to the last Securities Trading Day of the customary delivery period for such securities; or
- (b) the close of the third Securities Trading Day following the day on which Lender gives notice of termination of such Loan to Borrower. For purposes of determining the Securities Trading Day on which Borrowed Securities must be returned to Lender, the first Securities Trading Day shall be the Securities Trading Day that follows the Securities Trading Day on which notice is given."
13. Without limiting Section 13, and solely for the purposes of addressing certain particularities, Borrower shall pay all costs and taxes, including without limitation, any and all profits tax liabilities that should arise in the event a Loan is treated as a sale of stock. In addition, Borrower shall pay when due all stamp duty liabilities on each Loan and return of Hong Kong stock (if any).
16. The exchange rate used for conversion of currency exchange values shall be the rate as determined by State Street by utilizing an internationally recognized pricing service.

The following provision of this Appendix is an additional or supplemental provision for the lending of Hong Kong Corporate Securities:

In addition to the costs and taxes payable pursuant to the Agreement, the Borrower shall

- (i) cause all Borrowed Securities or instruments of transfer related thereto to be duly stamped in accordance with applicable law; and
- (ii) pay when due all (a) transfer taxes and (b) stamp duties, whether such taxes or duties are assessed against or incurred by Borrower or State Street in respect of the Agreement and any transactions arising out of the Agreement.

DATED this 16 day of January, 2007

BORROWER: MACQUARIE SECURITIES (USA) INC.

Name: John B. MULLIN
By: John B. Mullin
Title: TREASURER

LENDER: STATE STREET BANK AND TRUST COMPANY,
in its capacity as trustee, custodian or agent for its Clients

Name: Paul F. Lynch
By: Paul F. Lynch, CFA
Title: Senior Managing Director

HONG KONG STOCK ADDENDUM

THIS ADDENDUM is entered into the 16th day of ~~December~~ ^{January}, 200~~6~~ ⁷ between State Street Bank and Trust Company ("Lender") and Macquarie Securities (USA) Inc. ("Borrower"), a company incorporated under the laws of New York supplements, amends and forms part of the Securities Lending Agreement entered into between the Parties dated December ____, 2006, and any other agreement between the Parties which such agreement replaced or amended or replacing or amending such agreement (the "Agreement").

1. Interpretation

(a) Definitions

"Collector" means the Collector of Stamp Revenue appointed under section 3 of the Ordinance;

"Hong Kong stock" has the meaning set out in section 2 of the Ordinance;

"Ordinance" means the Hong Kong Stamp Duty Ordinance (Cap. 117), as amended from time to time; and

"Stock Borrowing" has the meaning set out in section 19(16) of the Ordinance.

(b) From and after the date hereof in relation to a borrowing of Hong Kong stock, reference to the "Agreement" in the Agreement and in this Addendum shall be deemed to include a reference to the Agreement as amended by the terms of this Addendum, unless the context indicates otherwise.

(c) Capitalized terms which are not otherwise defined in this Addendum shall have the meaning ascribed to them in the Agreement.

2. Application

(a) The Parties hereby agree that the terms of this Addendum shall apply in addition to the terms set out in the Agreement in the event that the borrowed securities fall within the definition of Hong Kong stock. For the avoidance of doubt, where such securities do not comprise Hong Kong stock, the terms of this Addendum shall not apply.

(b) In the event of conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall prevail. Except as otherwise set forth herein, the Agreement shall remain unchanged and in full force and effect.

(c) The provisions of this Addendum shall apply to all transactions in Hong Kong stock which have been entered into under the Agreement since 8 July 1994 and which will be entered into under the Agreement.

(d) This Addendum supersedes all other addenda to the Agreement relating to transactions in Hong Kong stock.

3. Representations and Warranties

In addition to the representations and warranties set out in the Agreement and in order to comply with the requirements of the Ordinance, the Borrower hereby warrants and undertakes to the Lender on a continuing basis to the intent that such warranties and undertakings shall survive the completion of any transaction contemplated herein that:

(a) the Borrower is borrowing or will borrow Hong Kong stock under the Agreement for one or more of the "specified purposes" as required by section 19 of the Ordinance namely:

(i) to settle a contract to sell Hong Kong stock wherever effected, whether by the Borrower or another person;

(ii) to settle a future contract to sell Hong Kong stock, whether agreed or not when the transaction is effected and whether by the Borrower or another person;

(iii) to replace, in whole or in part Hong Kong stock obtained by the Borrower under another stock borrowing;

(iv) to on-lend Hong Kong stock to another borrower who effects a borrowing in respect of the same; or

(v) such other purpose as the Collector may, in writing, agree; and

(b) it will comply with the requirement for a "stock return" under section 19 of the Ordinance.

4. The Borrower's Obligations

(a) The Borrower hereby undertakes to the Lender on a continuing basis that it shall:

(i) within two (2) weeks of the date of execution of this Addendum (one (1) month if executed outside Hong Kong) or as otherwise required by the Collector, provide the Collector with: (x) an executed copy of the Agreement, and this Addendum (or, in either case, in such other form thereof as may be acceptable to the Collector); (y) such fees as may be

specified from time to time by the Hong Kong tax authorities for these purposes; and (z) such other documents, particulars and information as the Collector may require;

(ii) promptly notify the Lender upon its having complied with its undertaking under paragraph 4 (a) (i) above and provide to the Lender such documents as the Lender may reasonably request in respect of the same;

(iii) promptly comply with all filing and reporting obligations and do all other acts and things as may be required by the Collector from time to time.

(iv) promptly pay and account for any transfer, registration or similar charges or duties or taxes (including stamp duty and any penalties relating thereto) chargeable on the Borrower or the Lender in connection with any transactions effected pursuant to or contemplated by the Agreement in relation to Hong Kong stock; and

(v) hold the Lender harmless from and against any liability, losses, expenses, and costs (including reasonable legal costs) reasonably arising as a result of the Borrower's failure to make any payment hereunder, or on its due date or as a result of any breach by the Borrower of any or all of the undertakings given by the Borrower to the Lender pursuant to this Addendum.

(b) In the event that the Borrower is in breach of any of its undertakings under paragraph 4 (a) above, the Lender may (but shall not be obliged to) provide the Agreement, this Addendum, pay such fee and/or provide such other documents, particulars and information and/or do all other acts and things at the cost and expense of and on behalf of the Borrower, without prejudice to the provisions of the Agreement.

(c) The Borrower acknowledges that the Lender may notify the Collector of the Agreement, this Addendum and transactions entered into pursuant thereto.

5. **Law and Jurisdiction**

This Agreement is governed by and shall be construed in accordance with the laws of

Massachusetts.

IN WITNESS whereof, this Addendum has been executed on behalf of the Parties the date and year first above written.

LENDER:

**STATE STREET BANK AND
TRUST COMPANY**

By: John B. Mullin
Signature

Name: JOHN B MULLIN

Title: TREASURER

BORROWER:

MACQUARIE SECURITIES (USA) INC.

By: Paul F. Lynch
Signature

Name: Paul F. Lynch, CFA
Senior Managing Director

Title: _____

HUNGARIAN EQUITIES APPENDIX

to the SECURITIES LOAN AGREEMENT (INTERNATIONAL)
dated the 16th day of January, 2007 (the "Agreement")
between **STATE STREET BANK AND TRUST COMPANY**,
as trustee, custodian, or agent for its Clients ("Lender"),
and **MACQUARIE SECURITIES (USA) INC.** ("Borrower")

Pursuant to Section 15 of the Agreement, Lender and Borrower enter into this Appendix to govern certain aspects of those Loans that are hereafter made under the Agreement and which are described as follows:

Type of Securities: Hungarian Equities

Securities Trading Location: Hungary

Clearing Organization (if applicable):

(a) for purposes of the transfer of Non-Cash Collateral (see Section 2.1(f)):

Depository Trust Company or such other clearing organization as agreed to by the parties; and

(b) for purposes of the transfer of Borrowed Securities (see Section 3.1(b)):

The Central Clearinghouse and Depository of Budapest ("KELER"), or such other clearing organization as agreed to by the parties.

Collateral Location: United States or such other location as the parties may agree.

The following provisions of this Appendix relate, respectively, to the following Sections of the Agreement.

Section of Agreement	Terms specified by this Appendix
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"Cash Collateral" means Collateral in the lawful currency of the Collateral Location, unless a different currency is agreed to by the parties.

The "Default Rate" shall be the Prime Rate, unless a different rate is agreed to by the parties.

The "Maximum Margin Amount" will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

The "Minimum Margin Amount" will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

- 2.1 No later than the Collateral Transfer Day that is one Collateral Transfer Day prior to the Securities Trading Day upon which the Borrowed Securities are to be transferred to Borrower as a Loan, Borrower shall deliver to the Lender Collateral with a Collateral Value not less than the Minimum Margin Amount.

In addition to the types of Collateral specified in Section 2.1, certain other types of Collateral (delivered in the method specified) may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1. Agreement as to acceptable forms of Collateral may be made by the following means of communication: telephonic communication, facsimile, electronic mail, in writing or other means mutually acceptable to the parties.

- 2.4 Notwithstanding Section 2.4, Borrower acknowledges that distributions on Non-Cash Collateral may be afforded different treatment than Borrower would have been so entitled had it not delivered the Collateral to Lender, and hereby agrees not to claim Lender or any relevant Client for any disparate treatment as a result of its receiving the distribution from Lender (as opposed to a distribution from issuer directly). In addition, Lender shall reduce the amount of such distributions paid to Borrower by any withholding or other taxes imposed or assessed with respect to such distributions.

Distributions on Non-Cash Collateral are to be delivered to Borrower in the currency in which such distributions are made by the issuer of such security, unless a different currency is specified here:

Such other currency as agreed to by the parties

- 3.1(c) In addition to the methods of delivering the Borrowed Securities specified in Section 3.1, certain other methods may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1.

- 3.3 Cash Distributions on Borrowed Securities are to be delivered to Lender in the currency in which such distributions are made by the issuer of the Borrowed Securities, unless a different currency is specified here:

Such other currency as agreed to by the parties

- 4.5(b) If the Collateral Location is not in the United States, the Notice Deadline shall be the customary notice deadline required in order to assure that Collateral shall be delivered by the close of the Collateral Transfer Day ("Delivery Deadline"). If notice is given after the Notice Deadline, then the Delivery Deadline shall be no later than the close of the next Collateral Transfer Day (determined by the time of the Collateral Location).

5.2 The loan rebate fee (if applicable) shall be paid in the currency of the Collateral Location unless a different currency is specified here:

Such other currency as agreed to by the parties.

5.3 The loan premium (if applicable) shall be paid by Borrower to Lender in the currency of the Securities Trading Location unless a different currency is specified here:

U.S. Dollars or such other currency as agreed to between the parties.

8.2(b) Section 8.2(b) is hereby amended to read as follows:

"(b) the close of the third Securities Trading Day following the day on which Lender gives notice of termination of such Loan to Borrower. For purposes of determining the Securities Trading Day on which Borrowed Securities must be returned to Lender, the first Securities Trading Day shall be the Securities Trading Day that follows the Securities Trading Day on which notice is given."

16. The exchange rate used for conversion of currency exchange values shall be the rate as determined by State Street by utilizing an internationally recognized pricing service.

DATED this 16 day of January, 2007

BORROWER: **MACQUARIE SECURITIES (USA) INC.**

Name: John B. Mullin

By: John B. Mullin

Title: TREASURER

LENDER: **STATE STREET BANK AND TRUST COMPANY,**
in its capacity as trustee, custodian or agent for its Clients

Name: Paul F. Lynch

By: Paul F. Lynch, CFA
Senior Managing Director

Title: _____

ITALIAN CORPORATE APPENDIX

to the SECURITIES LOAN AGREEMENT (INTERNATIONAL)
dated the 16th day of January, 2007 (the "Agreement")
between **STATE STREET BANK AND TRUST COMPANY**,
as trustee, custodian, or agent for its Clients ("Lender"),
and **MACQUARIE SECURITIES (USA) INC.** ("Borrower")

Pursuant to Section 15 of the Agreement, Lender and Borrower enter into this Appendix to govern certain aspects of those Loans that are hereafter made under the Agreement and which are described as follows:

Type of Securities: Italian Corporate Securities

Securities Trading Location: Italy

Clearing Organization (if applicable):

(a) for the purposes of the transfer of Non-Cash Collateral (see Section 2.1(f)):

Depository Trust Company or such other clearing organization agreed to by the parties;
and

(b) for the purposes of the transfer of Borrowed Securities (see Section 3.1(b)):

Monte Titoli or such other clearing organization agreed to by the parties;

Collateral Location: U.S. or such other location as the parties may agree.

The following provisions of this Appendix relate, respectively, to the following Sections of the Agreement.

Section of
Agreement

Terms specified by this Appendix

Cash Collateral means Collateral in the lawful currency of the Collateral Location, unless a different currency is agreed to by parties.

The Default Rate shall be the Prime Rate, unless a different rate is agreed to by the parties.

The Maximum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

The Minimum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

- 2.1 No later than the Collateral Transfer Day that is one Collateral Transfer Day prior to the Securities Trading Day upon which the Borrowed Securities are to be transferred to Borrower as a Loan, Borrower shall deliver to the Lender Collateral with a Collateral Value not less than the Minimum Margin Amount.

In addition to the types of Collateral specified in Section 2.1, certain other types of Collateral (delivered in the method specified) may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1. Agreement as to acceptable forms of Collateral may be made by the following means of communication: telephonic communication, facsimile, electronic mail, in writing or other means mutually acceptable to the parties.

- 2.4 Notwithstanding Section 2.4, Borrower acknowledges that distributions on Non-Cash Collateral may be afforded different treatment than Borrower would have been so entitled had it not delivered the Collateral to Lender, and hereby agrees not to claim Lender or any relevant Client for any disparate treatment as a result of its receiving the distribution from Lender (as opposed to a distribution from issuer directly). In addition, Lender shall reduce the amount of such distributions paid to Borrower by any withholding or other taxes imposed or assessed with respect to such distributions.

Distributions on Non-Cash Collateral are to be delivered to Borrower in the currency in which such distributions are made by the issuer of such security, unless a different currency is specified here:

Such other currency as agreed to by the parties.

- 3.1(c) In addition to the methods of delivering the Borrowed Securities specified in Section 3.1, certain other methods may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1.

- 3.3 Cash Distributions on Borrowed Securities are to be delivered to Lender in the currency in which such distributions are made by the issuer of the Borrowed Securities unless a different currency is specified here:

Such other currency as agreed to by the parties.

- 4.5(b) If the Collateral Location is not in the United States, the Notice Deadline shall be the customary notice deadline required in order to assure that Collateral shall be delivered by the close of the Collateral Transfer Day ("Delivery Deadline"). If notice is given after the Notice Deadline, then the Delivery Deadline shall be no later than the close of the next Collateral Transfer Day (determined by the time of the Collateral Location).

- 5.2 The loan rebate fee (if applicable) shall be paid in the currency of the Collateral Location unless a different currency is specified here:

Such other currency as agreed to by the parties.

5.3 The loan premium (if applicable) shall be paid by Borrower to Lender in the currency of the Securities Trading Location unless a different currency is specified here:

U.S. dollars or such other currency agreed to by the parties.

8.2(b) Section 8.2(b) is hereby amended to read as follows:

"(b) the close of the third Securities Trading Day following the day on which Lender gives notice of termination of such Loan to Borrower. For purposes of determining the Securities Trading Day on which Borrowed Securities must be returned to Lender, the first Securities Trading Day shall be the Securities Trading Day that follows the Securities Trading Day on which notice is given."

16. The exchange rate used for conversion of currency exchange values shall be the rate as determined by State Street by utilizing an internationally recognized pricing service.

DATED this 16 day of January, 2007

BORROWER: **MACQUARIE SECURITIES (USA) INC.**

Name: John B. Mullin

By: John B. Mullin

Title: TREASURER

LENDER: **STATE STREET BANK AND TRUST COMPANY,**
in its capacity as trustee, custodian or agent for its Clients

Name: Paul F. Lynch

By: Paul F. Lynch, CFA
Senior Managing Director

Title: _____

JAPANESE CORPORATE APPENDIX

to the SECURITIES LOAN AGREEMENT (INTERNATIONAL)
dated the 16th day of January, 2007 (the "Agreement")
between **STATE STREET BANK AND TRUST COMPANY**,
as trustee, custodian, or agent for its Clients ("Lender"),
and **MACQUARIE SECURITIES (USA) INC.** ("Borrower")

Pursuant to Section 15 of the Agreement, Lender and Borrower enter into this Appendix to govern certain aspects of those Loans that are hereafter made under the Agreement and which are described as follows:

Type of Securities: Japanese Corporate Securities

Securities Trading Location: Japan

Clearing Organization (if applicable):

- (a) for the purposes of transferring Non-Cash Collateral (see Section 2.1(f)):
Depository Trust Company or such other clearing organization agreed to by the parties
- (b) for the purposes of transferring Borrowed Securities (see Section 3.1(b)):
JASDEC or such other clearing organization as agreed to by the parties.

Collateral Location: United States or such other location as the parties may agree.

The following provisions of this Appendix relate, respectively, to the following Sections of the Agreement.

Section of Agreement	Terms specified by this Appendix
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Cash Collateral means collateral in the lawful currency of the Collateral Location, unless a different currency is agreed to by the parties.

The Default Rate shall be the Prime Rate, unless a different rate is agreed to by the parties.

The Maximum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

The Minimum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

- 2.1 No later than the Collateral Transfer Day that is one Collateral Transfer Day prior to the Securities Trading Day upon which the Borrowed Securities are to be transferred to Borrower as a Loan, Borrower shall deliver to the Lender Collateral with a Collateral Value not less than the Minimum Margin Amount. The Borrower agrees that Borrower will collateralize all bonus shares issued in respect of Loans of Japanese corporate securities on record date.

In addition to the types of Collateral specified in Section 2.1, certain other types of Collateral (delivered in the method specified) may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1. Agreement as to acceptable forms of Collateral may be made by the following means of communication: telephonic communication, facsimile, electronic mail, in writing or other means mutually acceptable to the parties.

- 2.4 Notwithstanding Section 2.4, Borrower acknowledges that distributions on Non-Cash Collateral may be afforded different treatment than Borrower would have been so entitled had it not delivered the Collateral to Lender, and hereby agrees not to claim Lender or any relevant Client for any disparate treatment as a result of its receiving the distribution from Lender (as opposed to a distribution from issuer directly). In addition, Lender shall reduce the amount of such distributions paid to Borrower by any withholding or other taxes imposed or assessed with respect to such distributions.

The Borrower acknowledges and agrees that in the event it borrows registered shares of Japanese corporate securities and foreign ownership limits on these securities are reached during the term of the loan (such that a non-Japanese resident holding these securities would not receive certain dividends and/or entitlements), the Borrower shall compensate State Street on behalf of its client(s), for any lost distributions and /or entitlements of any kind, declared on these securities until such time as Borrower returns foreign registered securities to State Street and these securities are re-registered in the name of State Street on behalf of the relevant client(s).

Distributions on Non-Cash Collateral are to be delivered to Borrower in the currency in which such distributions are made by the issuer of such security, unless a different currency is specified here:

Such other currency as agreed to by the parties.

- 3.1(c) In addition to the methods of delivering the Borrowed Securities specified in Section 3.1, certain other methods may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1.

- 3.3 Cash Distributions on Borrowed Securities are to be delivered to Lender in the currency in which such distributions are made by the issuer of the Borrowed Securities, unless a different currency is specified here:
- Such other currency as agreed to by the parties.
- 4.5(b) If the Collateral Location is not in the United States, the Notice Deadline shall be the customary notice deadline required in order to assure that Collateral shall be delivered by the close of the Collateral Transfer Day ("Delivery Deadline"). If notice is given after the Notice Deadline, then the Delivery Deadline shall be no later than the close of the next Collateral Transfer Day (determined by the time of the Collateral Location).
- 5.2 The loan rebate fee (if applicable) shall be paid in the currency of the Collateral Location unless a different currency is specified here:
- Such other currency as agreed to by the parties.
- 5.3 The loan premium (if applicable) shall be paid by Borrower to Lender in the currency of the Securities Trading Location unless a different currency is specified here:
- U.S. Dollars or such other currency as agreed to by the parties.
- 8.2(b) Section 8.2(b) is hereby amended to read as follows:
- "(b) the close of the third Securities Trading Day following the day on which Lender gives notice of termination of such Loan to Borrower. For purposes of determining the Securities Trading Day on which Borrowed Securities must be returned to Lender, the first Securities Trading Day shall be the Securities Trading Day that follows the Securities Trading Day on which notice is given."

16. The exchange rate used for conversion of currency exchange values shall be the rate as determined by State Street by utilizing an internationally recognized pricing service.

DATED this 16 day of January, 2007

BORROWER: MACQUARIE SECURITIES (USA) INC.

Name: John B. Mullin

By: John B. Mullin

Title: TREASURER

LENDER: STATE STREET BANK AND TRUST COMPANY,
in its capacity as trustee, custodian or agent for its Clients

Name: Paul F. Lynch

By: Paul F. Lynch, CFA
Senior Managing Director

Title: _____

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JAPANESE GOVERNMENT APPENDIX

to the SECURITIES LOAN AGREEMENT (INTERNATIONAL)
dated the 16th day of January, 2007 (the "Agreement")
between **STATE STREET BANK AND TRUST COMPANY**,
as trustee, custodian, or agent for its Clients ("Lender"),
and **MACQUARIE SECURITIES (USA) INC.** ("Borrower")

Pursuant to Section 15 of the Agreement, Lender and Borrower enter into this Appendix to govern certain aspects of those Loans that are hereafter made under the Agreement and which are described as follows:

Type of Securities: Japanese Government and Agency Securities

Securities Trading Location: Japan

Clearing Organization (if applicable):

(a) for the purposes of the transfer of Non-Cash Collateral (see Section 2.1(f)):

Depository Trust Company or such other clearing organization agreed to by the parties.

(b) for the purposes of the transfer of Borrowed Securities (see Section 3.1(b)):

Bank of Japan-Net. or such other clearing organization agreed to by the parties.

Collateral Location: United States or such other location as the parties may agree.

The following provisions of this Appendix relate, respectively, to the following Sections of the Agreement.

<u>Section of Agreement</u>	<u>Terms specified by this Appendix</u>
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Cash Collateral means Collateral in the lawful currency of the Collateral Location, unless a different currency is agreed to by the parties.

The Default Rate shall be the Prime Rate, unless a different rate is agreed to by the parties.

The Maximum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

The Minimum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred two percent (102%).

- 2.1 No later than the Collateral Transfer Day that is one Collateral Transfer Day prior to the Securities Trading Day upon which the Borrowed Securities are to be transferred to Borrower as a Loan, Borrower shall deliver to the Lender Collateral with a Collateral Value not less than the Minimum Margin Amount.

In addition to the types of Collateral specified in Section 2.1, certain other types of Collateral (delivered in the method specified) may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1. Agreement as to acceptable forms of Collateral may be made by the following means of communication: telephonic communication, facsimile, electronic mail, in writing or other means mutually acceptable to the parties.

- 2.4 Notwithstanding Section 2.4, Borrower acknowledges that distributions on Non-Cash Collateral may be afforded different treatment than Borrower would have been so entitled had it not delivered the Collateral to Lender, and hereby agrees not to claim Lender or any relevant Client for any disparate treatment as a result of its receiving the distribution from Lender (as opposed to a distribution from issuer directly). In addition, Lender shall reduce the amount of such distributions paid to Borrower by any withholding or other taxes imposed or assessed with respect to such distributions.

Distributions on Non-Cash Collateral are to be delivered to Borrower in the currency in which such distributions are made by the issuer of such security, unless a different currency is specified here:

Such other currency as agreed to by the parties.

- 3.1(c) In addition to the methods of delivering the Borrowed Securities specified in Section 3.1, certain other methods may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1.

- 3.3 Cash Distributions on Borrowed Securities are to be delivered to Lender in the currency in which such distributions are made by the issuer of the Borrowed Securities, unless a different currency is specified here:

Such other currency as agreed to by the parties.

- 4.5(b) If the Collateral Location is not in the United States, the Notice Deadline shall be the customary notice deadline required in order to assure that Collateral shall be delivered by the close of the Collateral Transfer Day ("Delivery Deadline"). If notice is given after the Notice Deadline, then the Delivery Deadline shall be no later than the close of the next Collateral Transfer Day (determined by the time of the Collateral Location).

- 5.2 The loan rebate fee (if applicable) shall be paid in the currency of the Collateral Location unless a different currency is specified here:

Such other currency as agreed to by the parties.

- 5.3 The loan premium (if applicable) shall be paid by Borrower to Lender in the currency of the Securities Trading Location unless a different currency is specified here:

U.S. Dollars or such other currency agreed to by the parties.

- 8.2(b) Section 8.2(b) is hereby amended to read as follows:

"(b) the close of the third Securities Trading Day following the day on which Lender gives notice of termination of such Loan to Borrower. For purposes of determining the Securities Trading Day on which Borrowed Securities must be returned to Lender, the first Securities Trading Day shall be the Securities Trading Day that follows the Securities Trading Day on which notice is given."

16. The exchange rate used for conversion of currency exchange values shall be the rate as determined by State Street by utilizing an internationally recognized pricing service.

In addition to the terms and conditions of the Agreement, the following provisions of this Appendix are additional and supplemental provisions which apply specifically to Loans of Japanese Government and Agency Securities:

Settlement of loans and returns of Borrowed Securities shall be effected by the physical delivery of "Touroku Henkou Seikyushyo" Application for Registration of Transfer (hereafter, "Transfer Application") to Borrower or Lender.

Unless otherwise notified by Lender, upon termination of a Loan of Borrowed Securities, Borrower shall deliver to Lender Transfer Applications in the same form and denomination as delivered by Lender to Borrower at the time of the Loan. If requested to do so, Borrower shall deliver to Lender Transfer Applications in such other denominations as Lender may specify by notice to Borrower. Such Transfer Applications delivered by Borrower shall have the legal effect of the delivery of valid legal title to the Borrowed Securities which it represents, free and clear of the rights or claims of others and shall represent Borrowed Securities the coupon or interest payments on which are not subject to withholding tax under Japanese law. In the event that such Transfer Applications fail to comply with the previous sentence, such failure shall be an event of default under the Agreement, notwithstanding that the Collateral for the Borrowed Securities may have been released to the Borrower upon receipt of such Transfer Application.

Unless otherwise notified by Lender, Borrower shall notify Lender on or before the Confirmation Date whether or not Borrowed Securities will be returned by Borrower to Lender by the close of business on the Settlement Date.

If (i) the Record Date for the payment of distributions on Borrowed Securities occurs during the term of a Loan or (ii) Borrower notifies Lender that it will return Borrowed Securities on or before the Settlement Date and fails to do so, or (iii) Borrower returns Borrowed Securities on any Securities Trading Day during the period starting with and including the Confirmation Date through and including the Record Date (without prior notice of a return) and as a result of either (i), (ii) or (iii) above, Lender is unable to obtain compensation for distributions for any reason whatsoever, including the inability to recover such amount from the registered owner, Borrower shall compensate Lender for the amount of the distribution, gross of any withholding taxes, on the Borrowed Securities.

For the purposes of this Appendix, the following terms shall have the following meanings:

“Confirmation Date” means the close of business on the Securities Trading Day on the Bank of Japan calendar immediately preceding the last Securities Trading Day on the Bank of Japan calendar on which Japanese Government and Agency Securities can be traded for settlement on the Settlement Date.

“Record Date” means the record date according to the Bank of Japan calendar for the payment of distributions in respect of the Borrowed Securities.

“Settlement Date” means the last settlement date for the settlement of Japanese Government and Agency Securities according to the Bank of Japan calendar prior to the Record Date.

Nothing contained in the foregoing provisions shall be construed as relieving Borrower of its obligations under the terms of 3.3(a) of the Agreement.

DATED this 16 day of January, 2007

BORROWER: **MACQUARIE SECURITIES (USA) INC.**

Name: John B. MULLIN

By: John B. Mullin

Title: TREASURER

LENDER: **STATE STREET BANK AND TRUST COMPANY,**
in its capacity as trustee, custodian or agent for its Clients

Name: Paul F. Lynch

By: Paul F. Lynch, CFA

Title: Senior Managing Director

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NETHERLANDS CORPORATE APPENDIX

to the SECURITIES LOAN AGREEMENT (INTERNATIONAL)
dated the 16th day of January, 2007 (the "Agreement")
between **STATE STREET BANK AND TRUST COMPANY**,
as trustee, custodian, or agent for its Clients ("Lender"),
and **MACQUARIE SECURITIES (USA) INC.** ("Borrower")

Pursuant to Section 15 of the Agreement, Lender and Borrower enter into this Appendix to govern certain aspects of those Loans that are hereafter made under the Agreement and which are described as follows:

Type of Securities: Netherlands Corporate Securities

Securities Trading Location: The Netherlands

Clearing Organization (if applicable):

(a) for the purposes of the transfer of Non-Cash Collateral (see Section 2.1(f)):

Depository Trust Company or such other clearing organization agreed to by the parties; and

(b) for the purposes of the transfer of Borrowed Securities (see Section 3.1(b)):

Euroclear nederland or such other clearing organization agreed to by the parties.

Collateral Location: United States or such other location as the parties may agree.

The following provisions of this Appendix relate, respectively, to the following Sections of the Agreement.

<u>Section of Agreement</u>	<u>Terms specified by this Appendix</u>
-----------------------------	---

Cash Collateral means Collateral in the lawful currency of the Collateral Location, unless a different currency is agreed to by the parties.

The Default Rate shall be the Prime Rate, unless a different rate is agreed to by the parties.

The Maximum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

The Minimum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

2.1	No later than the Collateral Transfer Day that is one Collateral Transfer Day prior to the Securities Trading Day upon which the Borrowed Securities are to be
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transferred to Borrower as a Loan, Borrower shall deliver to the Lender Collateral with a Collateral Value not less than the Minimum Margin Amount.

In addition to the types of Collateral specified in Section 2.1, certain other types of Collateral (delivered in the method specified) may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1. Agreement as to acceptable forms of Collateral may be made by the following means of communication: telephonic communication, facsimile, electronic mail, in writing or other means mutually acceptable to the parties.

- 2.4 Notwithstanding Section 2.4, Borrower acknowledges that distributions on Non-Cash Collateral may be afforded different treatment than Borrower would have been so entitled had it not delivered the Collateral to Lender, and hereby agrees not to claim Lender or any relevant Client for any disparate treatment as a result of its receiving the distribution from Lender (as opposed to a distribution from issuer directly). In addition, Lender shall reduce the amount of such distributions paid to Borrower by any withholding or other taxes imposed or assessed with respect to such distributions.

Distributions on Non-Cash Collateral are to be delivered to Borrower in the currency in which such distributions are made by the issuer of such security, unless a different currency is specified here:

Such other currency as agreed to by the parties.

- 3.1(c) In addition to the methods of delivering the Borrowed Securities specified in Section 3.1, certain other methods may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1.

- 3.3 Cash Distributions on Borrowed Securities are to be delivered to Lender in the currency in which such distributions are made by the issuer of the Borrowed Securities, unless a different currency is specified here:

Such other currency as agreed to by the parties.

- 4.5(b) If the Collateral Location is not in the United States, the Notice Deadline shall be the customary notice deadline required in order to assure that Collateral shall be delivered by the close of the Collateral Transfer Day ("Delivery Deadline"). If notice is given after the Notice Deadline, then the Delivery Deadline shall be no later than the close of the next Collateral Transfer Day (determined by the time of the Collateral Location).

- 5.2 The loan rebate fee (if applicable) shall be paid in the currency of the Collateral Location unless a different currency is specified here:

Such other currency as agreed to by the parties.

5.3 The loan premium (if applicable) shall be paid by Borrower to Lender in the currency of the Securities Trading Location unless a different currency is specified here:

U.S. Dollars or such other currency as agreed to by the parties.

8.2(b) Section 8.2(b) is hereby amended to read as follows:

"(b) the close of the third Securities Trading Day following the day on which Lender gives notice of termination of such Loan to Borrower. For purposes of determining the Securities Trading Day on which Borrowed Securities must be returned to Lender, the first Securities Trading Day shall be the Securities Trading Day that follows the Securities Trading Day on which notice is given."

16. The exchange rate used for conversion of currency exchange values shall be the rate as determined by State Street by utilizing an internationally recognized pricing service.

DATED this 16 day of January, 2007

BORROWER: **MACQUARIE SECURITIES (USA) INC.**

Name: John B. Mullin

By: John B. Mullin

Title: TREASURER

LENDER: **STATE STREET BANK AND TRUST COMPANY,**
in its capacity as trustee, custodian or agent for its Clients

Name: Paul F. Lynch

By: Paul F. Lynch, CFA

Title: Senior Managing Director

NEW ZEALAND CORPORATE APPENDIX

to the SECURITIES LOAN AGREEMENT (INTERNATIONAL)
dated the 16th day of January, 2007 (the "Agreement")
between **STATE STREET BANK AND TRUST COMPANY**,
as trustee, custodian, or agent for its Clients ("Lender"),
and **MACQUARIE SECURITIES (USA) INC.** ("Borrower")

Pursuant to Section 15 of the Agreement, Lender and Borrower enter into this Appendix to govern certain aspects of those Loans that are hereafter made under the Agreement and which are described as follows:

Type of Securities: New Zealand Corporate Securities

Securities Trading Location: New Zealand

Clearing Organization: (if applicable):

(a) for the purpose of transfer of Non-Cash Collateral (see Section 2.1(f)):

Depository Trust Company or such other clearing organization agreed to by the parties; and

(b) for the purpose of transfer of Borrowed Securities (see Section 3.1(b)):

New Zealand Central Securities Depository Limited (NZCSD); Reserve Bank of New Zealand or such other clearing organization agreed to by the parties.

Collateral Location: United States or such other location as the parties may agree.

The following provisions of this Appendix relate, respectively, to the following Sections of the Agreement.

<u>Section of Agreement</u>	<u>Terms specified by this Appendix</u>
-----------------------------	---

Cash Collateral means Collateral in the lawful currency of the Collateral Location unless a different currency is agreed to by the parties.

The Default Rate shall be the Prime Rate unless a different rate is agreed to by the parties.

The Maximum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

The Minimum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

- 2.1 No later than the Collateral Transfer Day that is one Collateral Transfer Day prior to the Securities Trading Day upon which the Borrowed Securities are to be transferred to Borrower as a Loan, Borrower shall deliver to the Lender Collateral with a Collateral Value not less than the Minimum Margin Amount.

In addition to the types of Collateral specified in Section 2.1, certain other types of Collateral (delivered in the method specified) may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1. Agreement as to acceptable forms of Collateral may be made by the following means of communication: telephonic communication, facsimile, electronic mail, in writing or other means mutually acceptable to the parties.

- 2.4 Notwithstanding Section 2.4, Borrower acknowledges that distributions on Non-Cash Collateral may be afforded different treatment than Borrower would have been so entitled had it not delivered the Collateral to Lender, and hereby agrees not to claim Lender or any relevant Client for any disparate treatment as a result of its receiving the distribution from Lender (as opposed to a distribution from issuer directly). In addition, Lender shall reduce the amount of such distributions paid to Borrower by any withholding or other taxes imposed or assessed with respect to such distributions.

Distributions on Non-Cash Collateral are to be delivered to Borrower in the currency in which such distributions are made by the issuer of such security unless a different currency is specified here:

Such other currency as agreed to by the parties.

- 3.1 In addition to the methods of delivering the Borrowed Securities specified in Section 3.1, certain other methods may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1.

- 3.3 Cash Distributions on Borrowed Securities are to be delivered to Lender in the currency in which such distributions are made by the issuer of the Borrowed Securities unless a different currency is specified here:

Such other currency as agreed to by the parties.

4.5(b) If the Collateral Location is not in the United States, the Notice Deadline shall be the customary notice deadline required in order to assure that Collateral shall be delivered by the close of the Collateral Transfer Day ("Delivery Deadline"). If notice is given after the Notice Deadline, then the Delivery Deadline shall be no later than the close of the next Collateral Transfer Day (determined by the time of the Collateral Location.)

5.2 The loan rebate fee (if applicable) shall be paid in the currency of the Collateral Location unless a different currency is specified here:

Such other currency as agreed to by the parties.

5.3 The loan premium (if applicable) shall be paid by Borrower to Lender in the currency of the Securities Trading Location unless a different currency is specified here:

U.S. Dollars or such other currency agreed to by the parties.

8.1 Borrower may cause the termination of a Loan, at any time, by returning the Borrowed Securities to the Lender unless otherwise agreed to here:

In the event that a Loan is made prior to a book-closure date for participation in a Dividend Reinvestment Plan ("DRP"), Borrower acknowledges and agrees that it shall (a) comply with Lender's instructions with regards to participation in such DRP and (b) not cause the termination of such Loan at any time during the period commencing five Business Days prior to the above referenced book-closure date through the Ex-date, inclusive, for said participation. In the event that Borrower fails to comply with the above, Borrower shall compensate Lender for the full market value of the distribution which Lender would have received had Lender not Loaned the securities, and shall deliver such distribution in the form of Cash or securities, at Lender's option. For the purposes of this Appendix, "Ex-Date" shall mean the date when securities are traded without the most recently announced entitlement. "Book-Closure Date" shall mean the date by which a change of registration must be submitted to the company registrar in order for the new registrant to receive an upcoming entitlement from the issuer.

8.2(b) Section 8.2(b) is hereby amended to read as follows:

"(b) the close of the third Securities Trading Day following the day on which Lender gives notice of termination of such Loan to Borrower. For purposes of determining the Securities Trading Day on which Borrowed Securities must be returned to Lender, the first Securities Trading Day shall be the Securities Trading Day that follows the Securities Trading Day on which notice is given."

16. The exchange rate used for conversion of currency exchange values shall be the rate as determined by State Street by utilizing an internationally recognized pricing service.

DATED this 16 day of January, 2007

BORROWER: **MACQUARIE SECURITIES (USA) INC.**

Name: John B. Mullin

By: John B. Mullin

Title: TREASURER

LENDER: **STATE STREET BANK AND TRUST COMPANY,**
in its capacity as trustee, custodian or agent for its Clients

Name: Paul F. Lynch

By: Paul F. Lynch, CFA

Title: Senior Managing Director

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NEW ZEALAND GOVERNMENT APPENDIX

to the SECURITIES LOAN AGREEMENT (INTERNATIONAL)
dated the 16th day of January, 2007 (the "Agreement")
between **STATE STREET BANK AND TRUST COMPANY**,
as trustee, custodian, or agent for its Clients ("Lender"),
and **MACQUARIE SECURITIES (USA) INC.** ("Borrower")

Pursuant to Section 15 of the Agreement, Lender and Borrower enter into this Appendix to govern certain aspects of those Loans that are hereafter made under the Agreement and which are described as follows:

Type of Securities: New Zealand Government Securities

Securities Trading Location: New Zealand

Clearing Organization (if applicable):

(a) for purposes of transferring Non-Cash Collateral (see Section 2.1(f)): Federal Reserve, Euroclear, New Zealand Central Securities Depository Limited ("NZCSD") or such other clearing organization agreed to by the parties; and

(b) for purposes of transferring Borrowed Securities (see Section 3.1(b)): New Zealand Central Securities Depository Limited ("NZCSD"), Euroclear or such other clearing organization agreed to by the parties.

Collateral Location: United States, New Zealand, Euroclear or such other location as the parties may agree.

The following provisions of this Appendix relate, respectively, to the following Sections of the Agreement.

<u>Section of Agreement</u>	<u>Terms specified by this Appendix</u>
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Cash Collateral means Collateral in the lawful currency of the Collateral Location unless a different currency is agreed to by the parties.

The Default Rate shall be the Prime Rate unless a different rate is specified here:

The Maximum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

The Minimum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred two percent (102%).

- 2.1 No later than the Collateral Transfer Day that is one Collateral Transfer Day prior to the Securities Trading Day upon which the Borrowed Securities are to be transferred to Borrower, Borrower shall deliver to the Lender Collateral with a Collateral Value not less than the Minimum Margin Amount.

In addition to the types of Collateral specified in Section 2.1, certain other types of Collateral (delivered in the method specified) may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1. Agreement as to acceptable forms of Collateral may be made by the following means of communication: telephonic communication, facsimile, electronic mail, in writing or other means mutually acceptable to the parties.

- 2.4 Notwithstanding Section 2.4, Borrower acknowledges that distributions on Non-Cash Collateral may be afforded different treatment than Borrower would have been so entitled had it not delivered the Collateral to Lender, and hereby agrees not to claim Lender or any relevant Client for any disparate treatment as a result of its receiving the distribution from Lender (as opposed to a distribution from issuer directly). In addition, Lender shall reduce the amount of such distributions paid to Borrower by any withholding or other taxes imposed or assessed with respect to such distributions.

Distributions on Non-Cash Collateral are to be delivered to Borrower in the currency in which such distributions are made by the issuer of such security unless a different currency is specified here:

Such other currency as agreed to by the parties.

- 3.1(c) In addition to the methods of delivering the Borrowed Securities specified in Section 3.1, certain other methods may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1.

- 3.3 Cash distributions on Borrowed Securities are to be delivered to Lender in the currency in which such distributions are made by the issuer of the Borrowed Securities unless a different currency is specified here:

Such other currency as agreed to by the parties.

- 4.5(b) If the Collateral Location is not in the United States, the Notice Deadline shall be the customary notice deadline required in order to assure that Collateral shall be delivered by the close of the Collateral Transfer Day ("Delivery Deadline"). If notice is given after the Notice Deadline, then the Delivery Deadline shall be no later than the close of the next Collateral Transfer Day (determined by the time of the Collateral Location).

5.2 The loan rebate fee (if applicable) shall be paid in the currency of the Collateral Location unless a different currency is specified here:

Such other currency as agreed to by the parties.

5.3 The loan premium (if applicable) shall be paid by Borrower to Lender in the currency of the Securities Trading Location unless a different currency is specified here:

U.S. Dollars, Australian Dollars, or such other currency as agreed to by the parties.

8.2(b) Section 8.2(b) is hereby amended to read as follows:

"(b) the close of the second Securities Trading Day following the day on which Lender gives notice of termination of such Loan to Borrower. For purposes of determining the Securities Trading Day on which Borrowed Securities must be returned to Lender, the first Securities Trading Day shall be the Securities Trading Day that follows the Securities Trading Day on which notice is given."

8.4 If a Loan shall not have been terminated sooner by the Lender or Borrower, it shall be terminated automatically on the first anniversary of the Loan.

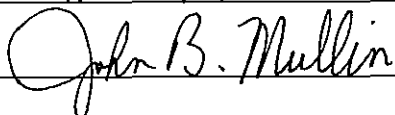
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16. The exchange rate used for conversion of currency exchange values shall be the rate as determined by State Street by utilizing an internationally recognized pricing service.

DATED this 16 day of December, 2006

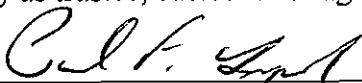
BORROWER: MACQUARIE SECURITIES (USA) INC.

Name: John B. MULLIN

By: 

Title: TREASURER

LENDER: STATE STREET BANK AND TRUST COMPANY,
in its capacity as trustee, custodian or agent for its Clients

Name: 

By: Paul F. Lynch, CFA

Title: Senior Managing Director

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NORWEGIAN CORPORATE APPENDIX

to the SECURITIES LOAN AGREEMENT (INTERNATIONAL)
dated the 16th day of January, 2007 (the "Agreement")
between STATE STREET BANK AND TRUST COMPANY,
as trustee, custodian, or agent for its Clients ("Lender"),
and MACQUARIE SECURITIES (USA) INC. ("Borrower")

Pursuant to Section 15 of the Agreement, Lender and Borrower enter into this Appendix to govern certain aspects of those Loans that are hereafter made under the Agreement and which are described as follows:

Type of Securities: Norwegian Corporate Securities

Securities Trading Location: Norway

Clearing Organization (if applicable):

(a) for the purposes of delivering Non-Cash Collateral (see Section 2.1(f)):

Depository Trust Company or such other clearing organization agreed to by the parties; and

(b) for the purposes of delivering Borrowed Securities (see Section 3.1(b)):

Oslo Stock Exchange (OSE) or such other clearing organization agreed to by the parties.

Collateral Location: United States or such other organization agreed to by the parties

The following provisions of this Appendix relate, respectively, to the following Sections of the Agreement.

<u>Section of Agreement</u>	<u>Terms specified by this Appendix</u>
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Cash Collateral means Collateral in the lawful currency of the Collateral Location unless a different currency is agreed to by the parties.

The Default Rate shall be the Prime Rate unless a different rate is agreed to by the parties.

The Maximum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

The Minimum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

- 2.1 No later than the Collateral Transfer Day that is two Collateral Transfer Days prior to the Securities Trading Day upon which the Borrowed Securities are to be transferred to Borrower as a Loan, Borrower shall deliver to the Lender Collateral with a Collateral Value not less than the Minimum Margin Amount.

In addition to the types of Collateral specified in Section 2.1, certain other types of Collateral (delivered in the method specified) may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1. Agreement as to acceptable forms of Collateral may be made by the following means of communication: telephonic communication, facsimile, electronic mail, in writing or other means mutually acceptable to the parties.

- 2.4 Notwithstanding Section 2.4, Borrower acknowledges that distributions on Non-Cash Collateral may be afforded different treatment than Borrower would have been so entitled had it not delivered the Collateral to Lender, and hereby agrees not to claim Lender or any relevant Client for any disparate treatment as a result of its receiving the distribution from Lender (as opposed to a distribution from issuer directly). In addition, Lender shall reduce the amount of such distributions paid to Borrower by any withholding or other taxes imposed or assessed with respect to such distributions.

Distributions on Non-Cash Collateral are to be delivered to Borrower in the currency in which such distributions are made by the issuer of such security unless a different currency is specified here:

Such other currency as agreed to by the parties.

- 3.1(c) In addition to the methods of delivering the Borrowed Securities specified in Section 3.1, certain other methods may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1.

- 3.3 Cash Distributions on Borrowed Securities are to be delivered to Lender in the currency in which such distributions are made by the issuer of the Borrowed Securities unless a different currency is specified here:

Such other currency as agreed to by the parties.

- 4.5(b) If the Collateral Location is not in the United States, the Notice Deadline shall be the customary notice deadline required in order to assure that Collateral shall be delivered by the close of the Collateral Transfer Day ("Delivery Deadline"). If notice is given after the Notice Deadline, then the Delivery Deadline shall be no later than the close of the next Collateral Transfer Day (determined by the time of the Collateral Location).

- 5.2 The loan rebate fee (if applicable) shall be paid in the currency of the Collateral Location unless a different currency is specified here:

Such other currency as agreed to by the parties.

5.3 The loan premium (if applicable) shall be paid by Borrower to Lender in the currency of the Securities Trading Location unless a different currency is specified here:

U.S. Dollars or such other currency agreed to by the parties.

8.2(b) Section 8.2(b) is hereby amended to read as follows:

"(b) the close of the third Securities Trading Day following the day on which Lender gives notice of termination of such Loan to Borrower. For purposes of determining the Securities Trading Day on which Borrowed Securities must be returned to Lender, the first Securities Trading Day shall be the Securities Trading Day that follows the Securities Trading Day on which notice is given."

16. The exchange rate used for conversion of currency exchange values shall be the rate as determined by State Street by utilizing an internationally recognized pricing service.

DATED this 16 day of December, 2006

BORROWER: **MACQUARIE SECURITIES (USA) INC.**

Name: John B. Mullin

By: John B. Mullin

Title: TREASURER

LENDER: **STATE STREET BANK AND TRUST COMPANY,**
in its capacity as trustee, custodian or agent for its Clients

Name: Paul F. Lynch

By: Paul F. Lynch, CFA
Senior Managing Director

Title: _____

PORTUGUESE EQUITY APPENDIX

to the SECURITIES LOAN AGREEMENT (INTERNATIONAL)
dated the 16th day of January, 2007 (the "Agreement")
between **STATE STREET BANK AND TRUST COMPANY**,
as trustee, custodian, or agent for its Clients ("Lender"),
and **MACQUARIE SECURITIES (USA) INC.** ("Borrower")

Pursuant to Section 15 of the Agreement, Lender and Borrower enter into this Appendix to govern certain aspects of those Loans that are hereafter made under the Agreement and which are described as follows:

Type of Securities: Portuguese Equity Securities

Securities Trading Location: Portugal

Clearing Organization (if applicable):

(a) For the purposes of the transfer of Cash Collateral (see Section 2.1(d)):

Federal Reserve wire service or such other Clearing Organisation as the Parties may agree.

(b) for purposes of delivering Non-Cash Collateral (see Section 2.1(e)):

Depository Trust Company or such other Clearing Organization as agreed to by the parties; and

(c) for purposes of delivering Borrowed Securities (see Section 3.1(b)):

Interbolsa or such other Clearing Organization agreed to by the parties.

Collateral Location: United States or such other location as the parties may agree.

The following provisions of this Appendix relate, respectively, to the following Sections of the Agreement.

<u>Section of Agreement</u>	<u>Terms specified by this Appendix</u>
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Cash Collateral means Collateral in the lawful currency of the Collateral Location unless a different currency is agreed to by the parties.

The Maximum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

The Minimum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

- 2.1 Collateral shall be delivered to the Lender on the Collateral Transfer Day that is one day prior to the Securities Trading Day upon which Borrowed Securities are to be transferred to Borrower unless otherwise agreed to by the parties.

In addition to the types of Collateral specified in Section 2.1, certain other types of Collateral (delivered in the method specified) may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1. Agreement as to acceptable forms of Collateral may be made by the following means of communication: telephonic communication, facsimile, electronic mail, in writing or other means mutually acceptable to the parties.

- 2.4 Notwithstanding Section 2.4, Borrower acknowledges that distributions on Non-Cash Collateral may be afforded different tax treatment by the local tax authority than Borrower would have been so entitled had it not delivered the Collateral to Lender, and hereby agrees not to claim Lender or any relevant Client for any disparate treatment as a result of its receiving the distribution from Lender (as opposed to a distribution from issuer directly). In addition, Lender shall reduce the amount of such distributions paid to Borrower by any withholding or other taxes imposed or assessed with respect to such distributions.

Distributions on Non-Cash Collateral are to be delivered to Borrower in the currency in which such distributions are made by the issuer of such security unless a different currency is specified here:

Such other currency as agreed to by the parties.

- 3.3 Cash distributions on Borrowed Securities are to be delivered to Lender in the currency in which such distributions are made by the issuer of the Borrowed Securities unless a different currency is specified here:

Such other currency as agreed to by the parties.

- 4.5(b) If the Collateral Location is not in the United States, the Notice Deadline shall be the customary notice deadline required in order to assure that Collateral shall be delivered by the close of the Collateral Transfer Day ("Delivery Deadline"). If notice is given after the Notice Deadline, then the Delivery Deadline shall be no later than the close of the next Collateral Transfer Day (determined by the time of the Collateral Location.)

- 5.2 The loan rebate fee (if applicable) shall be paid in the currency of the Collateral Location unless a different currency is specified here:

Such other currency as agreed to by the parties.

5.3 The loan premium (if applicable) shall be paid by Borrower to Lender in the currency of the Securities Trading Location unless a different currency is specified here:

U.S. Dollars or such other currency as agreed to by the parties.

8.2(b) Section 8.2(b) is hereby amended to read as follows:

"(b) the third Securities Trading Day following the day on which Lender gives notice of termination of such Loan to Borrower. For purposes of determining the Securities Trading Day on which Borrowed Securities must be returned to Lender, the first Securities Trading Day shall be the Securities Trading Day that follows the Securities Trading Day on which notice of termination is given."

16. The exchange rate used for conversion of currency exchange values shall be the rate as determined by State Street by utilizing an internationally recognized pricing service.

DATED this 16th day of ~~December~~ ^{January}, 2007.

BORROWER: **MACQUARIE SECURITIES (USA) INC.**

Name: John B. Mullin

By: John B. Mullin

Title: TREASURER

LENDER: **STATE STREET BANK AND TRUST COMPANY**, in its capacity as trustee, custodian or agent for its Clients

Name: Paul F. Lynch

By: Paul F. Lynch, CFA

Title: Senior Managing Director

SINGAPORE CORPORATE APPENDIX

to the SECURITIES LOAN AGREEMENT (INTERNATIONAL)
dated the 16th day of January, 2007 (the "Agreement")
between **STATE STREET BANK AND TRUST COMPANY**,
as trustee, custodian, or agent for its Clients ("Lender"),
and **MACQUARIE SECURITIES (USA) INC.** ("Borrower")

Pursuant to Section 15 of the Agreement, Lender and Borrower enter into this Appendix to govern certain aspects of those Loans that are hereafter made under the Agreement and which are described as follows:

Type of Securities: Singapore Corporate Securities

Securities Trading Location: Singapore

Clearing Organization (if applicable):

(a) for the purposes of the transfer of Non-Cash Collateral (see Section 2.1(f)):

Depository Trust Company or such other clearing organization agreed to by the parties; and

(b) for the purposes of the transfer of Borrowed Securities (see Section 3.1(b)):

Depository Trust Company, the Stock Exchange of Singapore Ltd., and Central Depository Pte. Ltd. or such other clearing organization agreed to by the parties.

Collateral Location: United States or such other countries as the parties may agree.

The following provisions of this Appendix relate, respectively, to the following Sections of the Agreement.

Section of Agreement	Terms specified by this Appendix
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	Cash Collateral means Collateral in the lawful currency of the Collateral Location unless a different currency is agreed to by the parties.
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	The Default Rate shall be the Prime Rate unless a different rate is agreed to by the parties.
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	The Maximum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).
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	The Minimum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).
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- 2.1 No later than the Collateral Transfer Day that is one Collateral Transfer Day prior to the Securities Trading Day upon which the Borrowed Securities are to be transferred to Borrower as a Loan, Borrower shall deliver to the Lender Collateral with a Collateral Value not less than the Minimum Margin Amount.

In addition to the types of Collateral specified in Section 2.1, certain other types of Collateral (delivered in the method specified) may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1. Agreement as to acceptable forms of Collateral may be made by the following means of communication: telephonic communication, facsimile, electronic mail, in writing or other means mutually acceptable to the parties.

- 2.4 Notwithstanding Section 2.4, Borrower acknowledges that distributions on Non-Cash Collateral may be afforded different treatment than Borrower would have been so entitled had it not delivered the Collateral to Lender, and hereby agrees not to claim Lender or any relevant Client for any disparate treatment as a result of its receiving the distribution from Lender (as opposed to a distribution from issuer directly). In addition, Lender shall reduce the amount of such distributions paid to Borrower by any withholding or other taxes imposed or assessed with respect to such distributions.

Distributions on Non-Cash Collateral are to be delivered to Borrower in the currency in which such distributions are made by the issuer of such security unless a different currency is specified here:

Such other currency as agreed to by the parties.

- 3.1(c) In addition to the methods of delivering the Borrowed Securities specified in Section 3.1, certain other methods may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1.

- 3.3 Cash Distributions on Borrowed Securities are to be delivered to Lender in the currency in which such distributions are made by the issuer of the Borrowed Securities unless a different currency is specified here:

Such other currency as agreed to by the parties.

- 4.5(b) If the Collateral Location is not in the United States, the Notice Deadline shall be the customary notice deadline required in order to assure that Collateral shall be delivered by the close of the Collateral Transfer Day ("Delivery Deadline"). If notice is given after the Notice Deadline, then the Delivery Deadline shall be no later than the close of the next Collateral Transfer Day (determined by the time of the Collateral Location).

- 5.2 The loan rebate fee (if applicable) shall be paid in the currency of the Collateral Location unless a different currency is specified here:
- Such other currency as agreed to by the parties.
- 5.3 The loan premium (if applicable) shall be paid by Borrower to Lender in the currency of the Securities Trading Location unless a different currency is specified here:
- U.S. Dollars or such other currency agreed to by the parties.
- 8.2 In the event that the Borrower fails to deliver recalled securities within the time specified in Section 8.2, and, as a result of such failure, a buy in has occurred against State Street's account, Borrower will be liable for any and all costs, fees, penalties or expenses associated with said buy in.
- 8.2(b) Section 8.2(b) is hereby amended to read as follows:
- "(b) the close of the third Securities Trading Day following the day on which Lender gives notice of termination of such Loan to Borrower. For purposes of determining the Securities Trading Day on which Borrowed Securities must be returned to Lender, the first Securities Trading Day shall be the Securities Trading Day that follows the Securities Trading Day on which notice is given."
- 8.4 Unless otherwise agreed to by the Parties hereto, if Borrower borrows Singapore Corporate Securities registered as foreign stock (for purposes of this Section 8.4, "Foreign Stock") then Borrower shall return Foreign Stock upon termination of the Loan. Unless otherwise agreed to by the Parties hereto, if Borrower borrows Singapore Corporate Securities registered as local stock and (i) a Foreign Stock tranche exists or (ii) during the term the Loan is outstanding, the issuer of the Loaned Securities creates a tranche for Foreign Stock, then in either case Borrower shall return Foreign Stock in accordance with the terms hereof upon termination of the Loan.
13. Without limiting Section 13, and solely for the purposes of addressing certain particularities, Borrower shall pay, when due, all costs and taxes, including, without limitation, (i) all stamp duty liabilities that should arise on each Loan and return of Singapore Corporate Securities (if any); and (ii) any and all penalties imposed on or assessed against Lender or Client by reason of the Borrower failing to return securities pursuant to the terms hereof, regardless of any partial return of Borrowed Securities by Borrower. All settlement costs on trade fails shall be paid by Borrower.
16. The exchange rate used for conversion of currency exchange values shall be the rate as determined by State Street by utilizing an internationally recognized pricing service.

DATED this 16 day of January, 2007

BORROWER: **MACQUARIE SECURITIES (USA) INC.**

Name: John B. Mullin

By: John B. Mullin

Title: TREASURER

LENDER: **STATE STREET BANK AND TRUST COMPANY,**
in its capacity as trustee, custodian or for its Clients

Name: Paul F. Lynch

By: Paul F. Lynch, CFA
Senior Managing Director

Title: _____

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SOUTH AFRICAN CORPORATE APPENDIX

to the SECURITIES LOAN AGREEMENT (INTERNATIONAL)
dated the 16th day of January, 2007 (the "Agreement")
between **STATE STREET BANK AND TRUST COMPANY**,
as trustee, custodian, or agent for its Clients ("Lender"),
and **MACQUARIE SECURITIES (USA) INC.** ("Borrower")

Pursuant to Section 15 of the Agreement, Lender and Borrower enter into this Appendix to govern certain aspects of those Loans that are hereafter made under the Agreement and which are described as follows:

Type of Securities: South African Corporate Securities

Securities Trading Location: South Africa

Clearing Organization (if applicable)

(a) for purposes of the transfer of Non-Cash Collateral (see Section 2.1(f)):

Depository Trust Company or such other clearing organization agreed to by the parties;
and

(b) for purposes of the transfer of Borrowed Securities (see Section 3.1(b)):

Johannesburg Stock Exchange or such other clearing organization agreed to by the parties.

Collateral Location: United States or such other location as the parties may agree.

The following provisions of this Appendix relate, respectively, to the following Sections of the Agreement.

<u>Section of Agreement</u>	<u>Terms specified by this Appendix</u>
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Cash Collateral means Collateral in the lawful currency of the Collateral Location unless a different currency is agreed to by the parties.

The Default Rate shall be the Prime Rate unless a different rate is agreed to by the parties.

The Maximum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

The Minimum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

- 2.1 No later than the Collateral Transfer Day that is three Collateral Transfer Days prior to the Securities Trading Day upon which the Borrowed Securities are to be transferred to Borrower as a Loan, Borrower shall deliver to the Lender Collateral with a Collateral Value not less than the Minimum Margin Amount.

In addition to the types of Collateral specified in Section 2.1, certain other types of Collateral (delivered in the method specified) may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1. Agreement as to acceptable forms of Collateral may be made by the following means of communication: telephonic communication, facsimile, electronic mail, in writing or other means mutually acceptable to the parties.

- 2.4 Notwithstanding Section 2.4, Borrower acknowledges that distributions on Non-Cash Collateral may be afforded different treatment than Borrower would have been so entitled had it not delivered the Collateral to Lender, and hereby agrees not to claim Lender or any Relevant Client for any disparate treatment as a result of its receiving the distribution from Lender (as opposed to a distribution from issuer directly). In addition, Lender shall reduce the amount of such distributions paid to Borrower by any withholding or other taxes imposed or assessed with respect to such distributions.

Distributions on Non-Cash Collateral are to be delivered to Borrower in the currency in which such distributions are made by the issuer of such security unless a different currency is specified here:

Such other currency as agreed to by the parties.

- 3.1 In addition to the methods of delivering the Borrowed Securities specified in Section 3.1, certain other methods may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1.

- 3.3 Cash distributions on Borrowed Securities are to be delivered to Lender in the currency in which such distributions are made by the issuer of the Borrowed Securities unless a different currency is specified here:

Such other currency as agreed to by the parties.

- 4.5(b) If the Collateral Location is not in the United States, the Notice Deadline shall be the customary notice deadline required in order to assure that Collateral shall be delivered by the close of the Collateral Transfer Day ("Delivery Deadline"). If notice is given after the Notice Deadline, then the Delivery Deadline shall be no later than the close of the next Collateral Transfer Day (determined by the time of the Collateral Location).
- 5.2 The loan rebate fee (if applicable) shall be paid in the currency of the Collateral Location unless a different currency is specified here:
- Such other currency as agreed to by the parties.
- 5.3 The loan premium (if applicable) shall be paid by Borrower to Lender in the currency of the Securities Trading Location unless a different currency is specified here:
- U.S. Dollars or such other currency agreed to by the parties.
- 8.2(b) Section 8.2(b) is hereby amended to read as follows:
- "(b) the close of the first Securities Trading Day following the day on which Lender gives notice of termination of such Loan to Borrower. For purposes of determining the Securities Trading Day on which Borrowed Securities must be returned to Lender, the first Securities Trading Day shall be the Securities Trading Day that follows the Securities Trading Day on which notice is given."
- 8.4 Borrower must redeliver Borrowed Securities registered, as directed by State Street, by the South African or United Kingdom Registry.
13. Without limiting Section 13, and solely for the purposes of addressing certain particularities, Borrower shall pay to the Lender, or the appropriate authority, as the case may be, all costs and taxes, including without limitation, the Uncertificated Securities Tax, stamp duty or similar charges payable in respect of any transfers of Borrowed Securities, together with any penalty or fee that may be assessed or imposed upon any transfer of the Borrowed Securities from or to the Lender, and Borrower shall hold Lender harmless from any and all actions taken by such authority due to any failure to make such payment.
16. The exchange rate used for conversion of currency exchange values shall be the rate as determined by State Street by utilizing an internationally recognized pricing service.

DATED this 16 day of ~~December~~ ^{January}, 2007

BORROWER: **MACQUARIE SECURITIES (USA) INC.**

Name: John B. MULLIN

By: John B. Mullin

Title: TREASURER

LENDER: **STATE STREET BANK AND TRUST COMPANY,**
in its capacity as trustee, custodian or agent for its Clients

Name: Paul F. Lynch

By: Paul F. Lynch, CFA

Title: Senior Managing Director

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SPANISH CORPORATE APPENDIX

to the SECURITIES LOAN AGREEMENT (INTERNATIONAL)
dated the 16th day of January, 2007 (the "Agreement")
between **STATE STREET BANK AND TRUST COMPANY**,
as trustee, custodian, or agent for its Clients ("Lender"),
and **MACQUARIE SECURITIES (USA) INC.** ("Borrower")

Pursuant to Section 15 of the Agreement, Lender and Borrower enter into this Appendix to govern certain aspects of those Loans that are hereafter made under the Agreement and which are described as follows:

Type of Securities: Spanish Corporate Securities

Securities Trading Location: Spain

Clearing Organization (if applicable):

(a) for purposes of transferring Non-Cash Collateral (see Section 2.1(f)):

Depository Trust Company or such other clearing organization agreed to by the parties;
and

(b) for purposes of transferring Borrowed Securities (see Section 3.1(b)):

Servicio de Compensacion y Liquidacion de Valores (SCLV); or Valores acogidos a fungibilidad or such other clearing organization agreed to by the parties.

Collateral Location: United States or such other location as the parties may agree.

The following provisions of this Appendix relate, respectively, to the following Sections of the Agreement.

<u>Section of Agreement</u>	<u>Terms specified by this Appendix</u>
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Cash Collateral means Collateral in the lawful currency of the Collateral Location unless a different currency is agreed to by the parties.

The Default Rate shall be the Prime Rate unless a different rate is agreed to by the parties.

The Maximum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

The Minimum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

- 2.1 No later than the Collateral Transfer Day that is one Collateral Transfer Day prior to the Securities Trading Day upon which the Borrowed Securities are to be transferred to Borrower as a Loan, Borrower shall deliver to the Lender Collateral with a Collateral Value not less than the Minimum Margin Amount.

In addition to the types of Collateral specified in Section 2.1, certain other types of Collateral (delivered in the method specified) may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1. Agreement as to acceptable forms of Collateral may be made by the following means of communication: telephonic communication, facsimile, electronic mail, in writing or other means mutually acceptable to the parties.

- 2.4 Notwithstanding Section 2.4, Borrower acknowledges that distributions on Non-Cash Collateral may be afforded different treatment than Borrower would have been so entitled had it not delivered the Collateral to Lender, and hereby agrees not to claim Lender or any relevant Client for any disparate treatment as a result of its receiving the distribution from Lender (as opposed to a distribution from issuer directly). In addition, Lender shall reduce the amount of such distributions paid to Borrower by any withholding or other taxes imposed or assessed with respect to such distributions.

Distributions on Non-Cash Collateral are to be delivered to Borrower in the currency in which such distributions are made by the issuer of such security unless a different currency is specified here:

Such other currency as agreed to by the parties.

- 3.1(c) In addition to the methods of delivering the Borrowed Securities specified in Section 3.1, certain other methods may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1.

- 3.3 Cash Distributions on Borrowed Securities are to be delivered to Lender in the currency in which such distributions are made by the issuer of the Borrowed Securities unless a different currency is specified here:

Such other currency as agreed to by the parties.

- 4.5(b) If the Collateral Location is not in the United States, the Notice Deadline shall be the customary notice deadline required in order to assure that Collateral shall be delivered by the close of the Collateral Transfer Day ("Delivery Deadline"). If notice is given after the Notice Deadline, then the Delivery Deadline shall be no later than the close of the next Collateral Transfer Day (determined by the time of the Collateral Location).

5.2 The loan rebate fee (if applicable) shall be paid in the currency of the Collateral Location unless a different currency is specified here:

Such other currency as agreed to by the parties.

5.3 The loan premium (if applicable) shall be paid by Borrower to Lender in the currency of the Securities Trading Location unless a different currency is specified here.

U.S. Dollars or such other currency as agreed to by the parties

8.2(b) Section 8.2(b) is hereby amended to read as follows:

"(b) the close of the third Securities Trading Day following the day on which Lender gives notice of termination of such Loan to Borrower. For purposes of determining the Securities Trading Day on which Borrowed Securities must be returned to Lender, the first Securities Trading Day shall be the Securities Trading Day that follows the Securities Trading Day on which notice is given."

16. The exchange rate used for conversion of currency exchange values shall be the rate as determined by State Street by utilizing an internationally recognized pricing service.

DATED this 16 day of January, 2007

BORROWER: MACQUARIE SECURITIES (USA) INC.

Name: John B. Mullin

By: John B. Mullin

Title: TREASURER

LENDER: STATE STREET BANK AND TRUST COMPANY,
in its capacity as trustee, custodian or agent for its Clients

Name: Paul F. Lynch

By: Paul F. Lynch, CFA
Title: Senior Managing Director

SWEDISH CORPORATE APPENDIX

to the SECURITIES LOAN AGREEMENT (INTERNATIONAL)
dated the 16th day of January, 2007 (the "Agreement")
between STATE STREET BANK AND TRUST COMPANY,
as trustee, custodian, or agent for its Clients ("Lender"),
and MACQUARIE SECURITIES (USA) INC. ("Borrower")

Pursuant to Section 15 of the Agreement, Lender and Borrower enter into this Appendix to govern certain aspects of those Loans that are hereafter made under the Agreement and which are described as follows:

Type of Securities: Swedish Corporate Securities

Securities Trading Location: Sweden

Clearing Organization (if applicable):

(a) for the purposes of transferring Non-Cash Collateral (see Section 2.1(f)):

Depository Trust Company or such other clearing organization agreed to by the parties; and

(b) for the purposes of transferring Borrowed Securities (see Section 3.1(b)):

Vardepapperscentralen or such other clearing organization as agreed to by the parties.

Collateral Location: United States or such other location as the parties may agree.

The following provisions of this Appendix relate, respectively, to the following Sections of the Agreement.

<u>Section of Agreement</u>	<u>Terms specified by this Appendix</u>
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Cash Collateral means collateral in the lawful currency of the Collateral Location unless a different currency is agreed to by the parties.

The Default Rate shall be the Prime Rate unless a different rate is agreed to by the parties.

The Maximum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

The Minimum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

- 2.1 No later than the Collateral Transfer Day that is one Collateral Transfer Day prior to the Securities Trading Day upon which the Borrowed Securities are to be transferred to Borrower as a Loan, Borrower shall deliver to the Lender Collateral with a Collateral Value not less than the Minimum Margin Amount.

In addition to the types of Collateral specified in Section 2.1, certain other types of Collateral (delivered in the method specified) may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1. Agreement as to acceptable forms of Collateral may be made by the following means of communication: telephonic communication, facsimile, electronic mail, in writing or other means mutually acceptable to the parties.

- 2.4 Notwithstanding Section 2.4, Borrower acknowledges that distributions on Non-Cash Collateral may be afforded different treatment than Borrower would have been so entitled had it not delivered the Collateral to Lender, and hereby agrees not to claim Lender or any Relevant Client for any disparate treatment as a result of its receiving the distribution from Lender (as opposed to a distribution from issuer directly). In addition, Lender shall reduce the amount of such distributions paid to Borrower by any withholding or other taxes imposed or assessed with respect to such distributions.

Distributions on Non-Cash Collateral are to be delivered to Borrower in the currency in which such distributions are made by the issuer of such security unless a different currency is specified here:

Such other currency as agreed to by the parties.

- 3.1 In addition to the methods of delivering the Borrowed Securities specified in Section 3.1, certain other methods may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1.

- 3.3 Cash Distributions on Borrowed Securities are to be delivered to Lender in the currency in which such distributions are made by the issuer of the Borrowed Securities unless a different currency is specified here:

Such other currency as agreed to by the parties.

- 4.5(b) If the Collateral Location is not in the United States, the Notice Deadline shall be the customary notice deadline required in order to assure that Collateral shall be delivered by the close of the Collateral Transfer Day ("Delivery Deadline"). If notice is given after the Notice Deadline, then the Delivery Deadline shall be no later than the close of the next Collateral Transfer Day (determined by the time of the Collateral Location).

5.2 The loan rebate fee (if applicable) shall be paid in the currency of the Collateral Location unless a different currency is specified here:

Such other currency as agreed to by the parties.

5.3 The loan premium (if applicable) shall be paid by Borrower to Lender in the currency of the Securities Trading Location unless a different currency is specified here.

U.S. Dollars or such other currency as agreed to by the parties.

8.2(b) Section 8.2(b) is hereby amended to read as follows:

"(b) the close of the third Securities Trading Day following the day on which Lender gives notice of termination of such Loan to Borrower. For purposes of determining the Securities Trading Day on which Borrowed Securities must be returned to Lender, the first Securities Trading Day shall be the Securities Trading Day that follows the Securities Trading Day on which notice is given."

16. The exchange rate used for conversion of currency exchange values shall be the rate as determined by State Street by utilizing an internationally recognized pricing service.

DATED this 16 day of January 2007

BORROWER: **MACQUARIE SECURITIES (USA) INC.**

Name: John B. Mullin

By: John B. Mullin

Title: TREASURER

LENDER: **STATE STREET BANK AND TRUST COMPANY,**
in its capacity as trustee, custodian or agent for its Clients

Name: Paul F. Lynch

By: Paul F. Lynch, CFA
Senior Managing Director

Title: _____

SWISS CORPORATE APPENDIX

to the SECURITIES LOAN AGREEMENT (INTERNATIONAL)
dated the 16th day of JANUARY, 2007 (the "Agreement")
between **STATE STREET BANK AND TRUST COMPANY**,
as trustee, custodian, or agent for its Clients ("Lender"),
and **MACQUARIE SECURITIES (USA) INC.** ("Borrower")

Pursuant to section 15 of the Agreement, Lender and Borrower enter into this Appendix to govern certain aspects of those Loans that are hereafter made under the Agreement and which are described as follows:

Type of Securities: Swiss Corporate Securities

Securities Trading Location: Switzerland

Clearing Organization (if applicable):

(a) for the purposes of transferring Non-Cash Collateral (see Section 2.1(f)):

Depository Trust Company or such other clearing organization agreed to by the parties; and

(b) for the purposes of transferring Borrowed Securities (see Section 3.1(b)):

(SIS) SegalIntersettle or such other clearing organization agreed to by the parties.

Collateral Location: U.S. or such other location as the parties may agree.

The following provisions of this Appendix relate, respectively, to the following sections of the Agreement.

<u>Section of Agreement</u>	<u>Terms specified by this Appendix</u>
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Cash Collateral means Collateral in the lawful currency of the Collateral Location unless a different currency is agreed to by the parties.

The Default Rate shall be the Prime Rate unless a different rate is agreed to by the parties.

The Maximum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

The Minimum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

- 2.1 No later than the Collateral Transfer Day that is one Collateral Transfer Day prior to the Securities Trading Day upon which the Borrowed Securities are to be transferred to Borrower as a Loan, Borrower shall deliver to the Lender Collateral with a Collateral Value not less than the Minimum Margin Amount.

In addition to the types of Collateral specified in Section 2.1, certain other types of Collateral (delivered in the method specified) may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1. Agreement as to acceptable forms of Collateral may be made by the following means of communication: telephonic communication, facsimile, electronic mail, in writing or other means mutually acceptable to the parties.

- 2.4 Notwithstanding Section 2.4, Borrower acknowledges that distributions on Non-Cash Collateral may be afforded different treatment than Borrower would have been so entitled had it not delivered the Collateral to Lender, and hereby agrees not to claim Lender or any Relevant Client for any disparate treatment as a result of its receiving the distribution from Lender (as opposed to a distribution from issuer directly). In addition, Lender shall reduce the amount of such distributions paid to Borrower by any withholding or other taxes imposed or assessed with respect to such distributions.

Distributions on Non-Cash Collateral are to be delivered to Borrower in the currency in which such distributions are made by the issuer of such security unless a different currency is specified here:

Such other currency as agreed to by the parties.

- 3.1(c) In addition to the methods of delivering the Borrowed Securities specified in Section 3.1, certain other methods may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1.

- 3.3 Cash Distributions on Borrowed Securities are to be delivered to Lender in the currency in which such distributions are made by the issuer of the Borrowed Securities unless a different currency is specified here:

Such other currency as agreed to by the parties.

- 4.5(b) If the Collateral Location is not in the United States, the Notice Deadline shall be the customary notice deadline required in order to assure that Collateral shall be delivered by the close of the Collateral Transfer Day ("Delivery Deadline"). If notice is given after the Notice Deadline, then the Delivery Deadline shall be no later than the close of the next Collateral Transfer Day (determined by the time of the Collateral Location).

5.2 The loan rebate fee (if applicable) shall be paid in the currency of the Collateral Location unless a different currency is specified here:

Such other currency as agreed to by the parties.

5.3 The loan premium (if applicable) shall be paid by Borrower to Lender in the currency of the Securities Trading Location unless a different currency is specified here:

U.S. Dollars or such other currency agreed to by the parties.

8.2(b) Section 8.2(b) is hereby amended to read as follows:

"(b) the close of the third Securities Trading Day following the day on which Lender gives notice of termination of such Loan to Borrower. For purposes of determining the Securities Trading Day on which Borrowed Securities must be returned to Lender, the first Securities Trading Day shall be the Securities Trading Day that follows the Securities Trading Day on which notice is given."

16. The exchange rate used for conversion of currency exchange values shall be the rate as determined by State Street by utilizing an internationally recognized pricing service.

DATED this 16 day of January, 2007

BORROWER: MACQUARIE SECURITIES (USA) INC.

Name: John B. Mullin

By: John B. Mullin

Title: TREASURER

LENDER:

STATE STREET BANK AND TRUST COMPANY,
in its capacity as trustee, custodian or agent for its Clients

Name: Paul F. Lynch

By: Paul F. Lynch, CFA
Senior Managing Director

Title: _____

THAI CORPORATE APPENDIX

to the SECURITIES LOAN AGREEMENT (INTERNATIONAL)
dated the 16th day of January, 2007 (the "Agreement")
between STATE STREET BANK AND TRUST COMPANY,
as trustee, custodian, or agent for its Clients ("Lender"),
and MACQUARIE SECURITIES (USA) INC. ("Borrower")

Pursuant to Section 15 of the Agreement, Lender and Borrower enter into this Appendix to govern certain aspects of those Loans that are hereafter made under the Agreement and which are described as follows:

Type of Securities: Thai Corporate Securities

Securities Trading Location: Thailand

Clearing Organization (if applicable):

(a) for purposes of delivering Non-Cash Collateral (see Section 2.1(f)):

Depository Trust Company or such other clearing organization as agreed to by the parties; and

(b) for purposes of delivering Borrowed Securities (see Section 3.1(b)):

Thailand Securities Depository Co. Ltd. (TSD) or such other clearing organization agreed to by the parties.

Collateral Location: United States or such other location as the parties may agree.

The following provisions of this Appendix relate, respectively, to the following Sections of the Agreement.

<u>Section of Agreement</u>	<u>Terms specified by this Appendix</u>
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Cash Collateral means Collateral in the lawful currency of the Collateral Location unless a different currency is agreed to by the parties.

The Default Rate means the one-month London Inter Bank Offered Rate as quoted by Bloomberg or such other nationally recognized reporting service selected by State Street ("LIBOR") as of 11:00a.m., London Time, on the date on which it is to be determined or, in the case of an expense attributable to a particular transaction and where the parties have previously agreed to a rate of interest for the transaction, that rate of interest if it is greater than LIBOR, **PROVIDED THAT** no such waiver in respect of one transaction shall bind it in respect of any other transaction.

The Maximum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

The Minimum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

- 2.1 Collateral shall be delivered to the Lender on the Collateral Transfer Day that is two days prior to the Securities Trading Day upon which Borrowed Securities are to be transferred to Borrower unless otherwise agreed to by the parties.

In addition to the types of Collateral specified in Section 2.1, certain other types of Collateral (delivered in the method specified) may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1. Agreement as to acceptable forms of Collateral may be made by the following means of communication: telephonic communication, facsimile, electronic mail, in writing or other means mutually acceptable to the parties.

- 2.4 Notwithstanding Section 2.4, Borrower acknowledges that distributions on Non-Cash Collateral may be afforded different tax treatment by the local tax authority than Borrower would have been so entitled had it not delivered the Collateral to Lender, and hereby agrees not to claim Lender or any relevant Client for any disparate treatment as a result of its receiving the distribution from Lender (as opposed to a distribution from issuer directly). In addition, Lender shall reduce the amount of such distributions paid to Borrower by any withholding or other taxes imposed or assessed with respect to such distributions.

Distributions on Non-Cash Collateral are to be delivered to Borrower in the currency in which such distributions are made by the issuer of such security unless a different currency is specified here:

Such other currency as agreed to by the parties.

- 3.3 Cash distributions on Borrowed Securities are to be delivered to Lender in the currency in which such distributions are made by the issuer of the Borrowed Securities unless a different currency is specified here:

Such other currency as agreed to by the parties.

- 4.5(b) If the Collateral Location is not in the United States, the Notice Deadline shall be the customary notice deadline required in order to assure that Collateral shall be delivered by the close of the Collateral Transfer Day ("Delivery Deadline"). If notice is given after the Notice Deadline, then the Delivery Deadline shall be no later than the close of the next Collateral Transfer Day (determined by the time of the Collateral Location.)

5.2 The loan rebate fee (if applicable) shall be paid in the currency of the Collateral Location unless a different currency is specified here:

Such other currency as agreed to by the parties.

5.3 The loan premium (if applicable) shall be paid by Borrower to Lender in the currency of the Securities Trading Location unless a different currency is specified here:

U.S. Dollars or such other currency as agreed to by the parties.

6.4 Section 6.4 of the Agreement is hereby amended to add a sentence immediately following the first sentence thereof, to read as follows:

"Borrower further represents and warrants that it is not the recipient of a license for securities lending and borrowing business under the law governing securities and the stock exchange of Thailand."

8.1 Section 8.1 is hereby amended to read as follows:

"Borrower may cause the termination of a Loan, at any time, by returning the Borrowed Securities to Lender, provided, however, that the Borrower agrees to return not less than all of the Borrowed Securities constituting a Loan."

8.2(b) Section 8.2(b) is hereby amended to read as follows:

"(b) the close of the third Securities Trading Day following the day on which Lender gives notice of termination of such Loan to Borrower. For purposes of determining the Securities Trading Day on which Borrowed Securities must be returned to Lender, the first Securities Trading Day shall be the Securities Trading Day that follows the Securities Trading Day on which notice is given."

8 and 9 Notwithstanding anything in the Agreement to the contrary, Borrower must redeliver "foreign" registered (scripless, depository held only) shares and deliver all of the Borrowed Securities constituting a Loan. Subject to the provisions of Section 9 of the Agreement, failure to either redeliver "foreign" registered or return all of the Borrowed Securities constituting a Loan shall be deemed an Event of Default under the Agreement.

13. Without limiting Section 13, and solely for the purposes of addressing certain particularities, Borrower shall also be liable for exchange charges or any administrative fee imposed on each late delivery, including any penalties thereon and any losses or liabilities as a result of a buy-in. In addition, the Borrower shall pay when due, all stamp duties and registration costs, if any, that are assessed with respect to any transfers of the Borrowed Securities from and to Lender in respect of this Agreement and any transactions arising out of this Agreement. In the event that foreign ownership limits are reached, the Borrower will be required to compensate Lender for any lost distributions or entitlements of any kind, notwithstanding that the securities are no longer the subject of a Loan.
16. The exchange rate used for conversion of currency exchange values shall be the rate as determined by State Street by utilizing an internationally recognized pricing service.

DATED this 16 day of ~~December~~ January, 2007

BORROWER: **MACQUARIE SECURITIES (USA) INC.**

Name: John B. MULLIN

By: John B. Mullin

Title: TREASURER

LENDER: **STATE STREET BANK AND TRUST COMPANY**, in its capacity as trustee, custodian or agent for its Clients

Name: Paul F. Lynch

By: Paul F. Lynch, CFA
Senior Managing Director

Title: _____

UNITED KINGDOM CORPORATE APPENDIX

to the SECURITIES LOAN AGREEMENT (INTERNATIONAL)
dated the 16th day of January, 2007 (the "Agreement")
between STATE STREET BANK AND TRUST COMPANY,
as trustee, custodian, or agent for its Clients ("Lender"),
and MACQUARIE SECURITIES (USA) INC. ("Borrower")

Pursuant to section 15 of the Agreement, Lender and Borrower enter into this Appendix to govern certain aspects of those Loans that are hereafter made under the Agreement and which are described as follows:

Type of Securities: United Kingdom Corporate Securities

Securities Trading Location: United Kingdom

Clearing Organization (if applicable):

(a) for the purposes of transferring Borrowed Securities (see Section 3.1(b):

the CREST book-entry system or such other clearing organization agreed to by the parties.

Collateral Location: U.S. or such other location as the parties may agree.

The following provisions of this Appendix relate, respectively, to the following sections of the Agreement.

Section of Agreement	Terms specified by this Appendix
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Cash Collateral means United States Dollars unless a different currency is agreed to by the parties.

The Default Rate shall be the Prime Rate unless a different rate is agreed to by the parties.

The Maximum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

The Minimum Margin Amount will be determined by multiplying the Market Value of the Borrowed Securities by one hundred five percent (105%).

2.1	No later than the Collateral Transfer Day that is one Collateral Transfer Day prior to the Securities Trading Day upon which the Borrowed Securities are to be transferred to Borrower as a Loan, Borrower shall deliver to the Lender Cash Collateral with a Collateral Value not less than the Minimum Margin Amount.
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For purposes of Section 2.1, the only form of acceptable Collateral shall be Cash Collateral.

Agreement as to acceptable forms of Collateral may be made by the following means of communication: telephonic communication, facsimile, electronic mail, in writing or other means mutually acceptable to the parties.

- 2.4 Notwithstanding Section 2.4, Borrower acknowledges that distributions on Non-Cash Collateral may be afforded different tax treatment by the local tax authority than Borrower would have been so entitled had it not delivered the Collateral to Lender, and hereby agrees not to claim Lender or any relevant Client for any disparate treatment as a result of its receiving the distribution from Lender (as opposed to a distribution from issuer directly). In addition, Lender shall reduce the amount of such distributions paid to Borrower by any withholding or other taxes imposed or assessed with respect to such distributions.

Distributions on Non-Cash Collateral are to be delivered to Borrower in the currency in which such distributions are made by the issuer of such security unless a different currency is specified here:

Such other currency as agreed to by the parties.

- 3.1 In addition to the methods of delivering the Borrowed Securities specified in Section 3.1, certain other methods may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1.

- 3.3 Cash Distributions on Borrowed Securities are to be delivered to Lender in the currency in which such distributions are made by the issuer of the Borrowed Securities unless a different currency is specified here:

Such other currency as agreed to by the parties.

- 4.5(b) If the Collateral Location is not in the United States, the Notice Deadline shall be the customary notice deadline required in order to assure that Collateral shall be delivered by the close of the Collateral Transfer Day ("Delivery Deadline"). If notice is given after the Notice Deadline, then the Delivery Deadline shall be no later than the close of the next Collateral Transfer Day (determined by the time of the Collateral Location).

- 5.2 The loan rebate fee (if applicable) shall be paid in the currency of the Collateral Location unless a different currency is specified here:

Such other currency as agreed to by the parties.

8.2(b) Section 8.2(b) is hereby amended to read as follows:

"(b) the close of the third Securities Trading Day following the day on which Lender gives notice of termination of such Loan to Borrower. For purposes of determining the Securities Trading Day on which Borrowed Securities must be returned to Lender, the first Securities Trading Day shall be the Securities Trading Day that follows the Securities Trading Day on which notice is given."

16. The exchange rate used for conversion of currency exchange values shall be the rate as determined by State Street by utilizing an internationally recognized pricing service.

DATED this 16 day of January, 2007

BORROWER: MACQUARIE SECURITIES (USA) INC.

Name: John B. MULLIN

By: John B. Mullin

Title: TREASURER

LENDER: STATE STREET BANK AND TRUST COMPANY,
in its capacity as trustee, custodian or agent for its Clients

Name: Paul F. Lynch

By: Paul F. Lynch, CFA
Senior Managing Director

Title: _____

EUROCLEAR APPENDIX

to the **SECURITIES LOAN AGREEMENT (INTERNATIONAL)**
dated the 16th day of January, 2007 (the "Agreement")
between **STATE STREET BANK AND TRUST COMPANY**,
as trustee, custodian, or agent for its Clients ("Lender"),
and **MACQUARIE SECURITIES (USA) INC.** ("Borrower")

Pursuant to Section 15 of the Agreement, Lender and Borrower enter into this Appendix to govern certain aspects of those Loans that are hereafter made under the Agreement and which are described as follows:

Type of Securities: Securities Held and Traded in Euroclear

Securities Trading Location: Belgium

Clearing Organization (if applicable):

(a) for purposes of transferring Non-Cash Collateral (see Section 2.1(f)):

Euroclear or such other clearing organization as agreed to by the parties; and

(b) for purposes of transferring Borrowed Securities (see Section 3.1(b)):

Euroclear, Depository Trust Company or such other clearing organization agreed to by the parties.

Collateral Location: United States, Euroclear or such other location as the parties may agree.

The following provisions of this Appendix relate, respectively, to the following Sections of the Agreement.

Section of Agreement	Terms specified by this Appendix
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Cash Collateral means Collateral in the lawful currency of the Collateral Location, unless a different currency is agreed to by the parties.

The Default Rate shall be the Prime Rate, unless a different rate is specified here:

The one month local LIBOR Rate (of the currency in which the security is traded) plus two hundred basis points;

The Maximum Margin Amount for equity securities will be determined by multiplying the market value of the Borrowed Securities by one hundred eight

percent (108%). The Maximum Margin Amount for fixed income securities will be determined by multiplying the Market Value of the Borrowed Securities by one hundred and five percent (105%).

The Minimum Margin Amount for equity securities will be determined by multiplying the market value of the Borrowed Securities by one hundred five percent (105%). The Minimum Margin Amount for fixed income securities will be determined by multiplying the Market Value of the Borrowed Securities by one hundred and two percent (102%).

2.1 In addition to the types of Collateral specified in Section 2.1, certain other types of Collateral including cash delivered through the Euroclear System in Brussels, Belgium may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1. Agreement as to acceptable forms of collateral may be made by the following means of communication: telephonic communication, facsimile, electronic mail, in writing or other means mutually acceptable by the parties.

2.4 Notwithstanding Section 2.4, Borrower acknowledges that distributions on Non-Cash Collateral may be afforded different treatment than Borrower would have been so entitled had it not delivered the Collateral to Lender, and hereby agrees not to claim Lender or any relevant Client for any disparate treatment as a result of its receiving the distribution from Lender (as opposed to a distribution from issuer directly). In addition, Lender shall reduce the amount of such distributions paid to Borrower by any withholding or other taxes imposed or assessed with respect to such distributions.

Distributions on Non-Cash Collateral are to be delivered to Borrower in the currency in which such distributions are made by the issuer of such security, unless a different currency is specified here:

Such other currency as agreed to by the parties.

3.1(c) In addition to the methods of delivering the Borrowed Securities specified in Section 3.1, certain other methods may be acceptable if agreed to by the parties with respect to a Loan pursuant to Section 1.1.

3.3 Cash Distributions on Borrowed Securities are to be delivered to Lender in the currency in which such distributions are made by the issuer of the Borrowed Securities, unless a different currency is specified here:

Such other currency as agreed to by the parties.

4.5(b) If the Collateral Location is not in the United States, the Notice Deadline shall be the customary notice deadline required in order to assure that Collateral shall be delivered by the close of the Collateral Transfer Day ("Delivery Deadline"). If notice is given after the Notice Deadline, then the Delivery Deadline shall be no later than the close of the next Collateral Transfer Day (determined by the time of the Collateral Location).

5.2 The loan rebate fee (if applicable) shall be paid in the currency of the Collateral Location unless a different currency is specified here:

U.S. Dollars or such other currency as the parties may agree.

5.3 The loan premium (if applicable) shall be paid by Borrower to Lender in the currency of the Securities Trading Location unless a different currency is specified here:

U.S. Dollars or such other currency as the parties may agree.

8.2 Section 8.2 is hereby amended to read as follows:

Lender may cause the termination of a Loan by giving notice of termination of such Loan to Borrower prior to the close of business on any Securities Trading Day. Upon such notice, Borrower shall deliver Borrowed Securities to Lender no later than the earlier of:

(A) the close of business one Securities Trading Day prior to the last Securities Trading Day of the customary delivery period for such securities; or

(b) the close of the third Securities Trading Day following the day on which Lender gives notice of termination of such Loan to Borrower. For purposes of determining the Securities Trading Day on which Borrowed Securities must be returned to Lender, the first Securities Trading Day shall be the Securities Trading Day that follows the Securities Trading Day on which notice is given."

16. The exchange rate used for conversion of currency exchange values shall be the rate as determined by State Street by utilizing an internationally recognized pricing service.

The following provisions of this Appendix are additional or supplemental provisions for the lending of Securities held and traded in Euroclear.

Notwithstanding anything to the contrary in the Agreement, including, without limitation, Sections 2 and 3, title to the Borrowed Securities and Collateral shall pass from one party to the other. Lender and the Borrower shall execute and deliver all necessary documents and give all necessary instructions to procure that all right, title and interest in:

(a) any Borrowed Securities pursuant to the terms of the Agreement; and

(b) any Collateral delivered pursuant to the terms of the Agreement;

shall pass from one party to the other subject to the terms and conditions mentioned herein and on return of the same in accordance with the Agreement, free from all liens, charges and encumbrances. Until a Loan is terminated in accordance with the Agreement and subject to the terms of the Agreement, the Borrower shall have all the incidents of ownership of the Borrowed Securities and Lender shall have all of the incidents of ownership of the Collateral, including the right to transfer the same to others upon an event of Default.

DATED this 16 day of January, 2007

BORROWER: **MACQUARIE SECURITIES (USA) INC.**

Name: John B. Mullin

By: John B. Mullin

Its: TREASURER

LENDER: **STATE STREET BANK AND TRUST COMPANY,**
in its capacity as trustee, custodian or agent for its Clients

Name: P. F. Lynch

By: Paul F. Lynch, CFA
Senior Managing Director

Its: _____

CERTIFIED EXCERPT FROM VOTE OF BOARD OF DIRECTORS

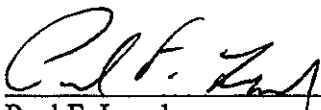
VOTED: That officers and employees of STATE STREET BANK AND TRUST COMPANY are hereby authorized to exercise powers as hereinafter specified:

33. To execute, seal, acknowledge and deliver on behalf of this Company individually, as agent, under power of attorney or in any other fiduciary capacity any and all documents, instruments, agreements and other writings not expressly described in any of the foregoing sections;

The Chairman
The Chief Executive Officer
The President
A Vice Chairman
An Executive Vice President
A Senior Vice President
The Treasurer
The Secretary
A Managing Director
A Senior Principal
A Principal (with signing authority)
A Vice President
An Assistant Vice President
A Senior Associate
A Senior Officer

I hereby certify that the foregoing is a true excerpt from a vote unanimously passed at a meeting of the Board of Directors of State Street Bank and Trust Company duly called and held on October 18, 2001, as amended to date.

I further certify that said vote, as so amended, is in full force and effect and that Paul F. Lynch, Senior Vice President, whose specimen signature appears below, was duly elected and held the above respective office on the date this instrument was executed.



Paul F. Lynch
Senior Vice President

Attest:



Peter D. Lee
Vice President & Counsel

Date: May 26, 2006