

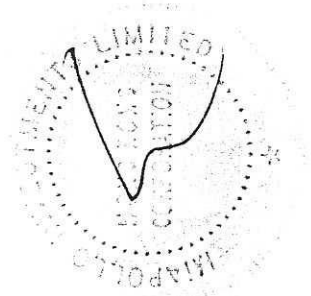
FULL RECOURSE COMMERCIAL CONTRACT FOR PURCHASE AND
DELIVERY OF PRIME BANK INSTRUMENTS OF GUARANTY

Master Code :
Contract Number : 921126BU.PBG
Seller Transaction Code : DGMBH/CKL/PHON-1
Security Code : SCHOTTSDALE
Buyer Transaction Code : EL AMIF 13 - 50/2 - FGI
Buyer Security Code : 26 WINTER 92



This Contract is made this 26 th day of November, 1992 and
between:

MiApollo INVESTMENTS LIMITED
TORONTO OPERATIONS
1885 WILSON AVE, SUITE 202
NORTH YORK, ONTARIO, CANADA
416 614 2243



as Principal hereinafter known as "Buyer" and

WORLD CAPITAL BANK, INC.
800 BELLEVUE WAY, N.E., SUITE 400
BELLEVUE, WA, USA 98004 - 0000
ATTN: MR DENNIS L MATTHEWS

as Principal hereinafter known as "Seller"

RECITALS

WHEREAS, the Buyer has the resources to contract for and is ready, willing and able to purchase from Seller. Prime Bank Instruments issue in an international format, conforming to the rules and regulations for documentary credits as set forth by the International Chamber of Commerce, Paris, France (I.C.C.) in accordance with the terms and conditions hereinafter setforth, and;

WHEREAS, the Seller has the resources to provide and is ready, willing and able to sell and deliver to the Buyer, Prime Bank Instruments issued in an international format, conforming to the rules and regulations for documentary credits as setforth by the International Chamber of Commerce, Paris, France, in accordance with the terms and conditions setforth in the agreement, and;

STATE OF WISCONSIN KIDNAPS LEO WANTA - AND - OPERATION: STILL POINT - 1992

WHEREAS, Buyer and Seller are prepared to conduct this proposed transaction on a Prime Bank to Prime Bank basis in order to demonstrate in a competent manner their respective capacity to purchase and deliver the said Prime Bank Instruments and;

WHEREAS, Buyer and Seller recognize the unique services rendered by their respective agents and representatives, without whose assistance this transaction would not be made possible.

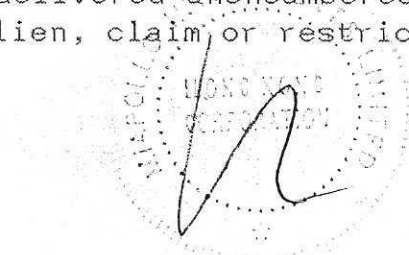
NOW THEREFORE, in consideration of Ten USDollars paid each to the other and the Mutual promises, covenants and agreements made herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree and represent as follows:

ARTICLE 1

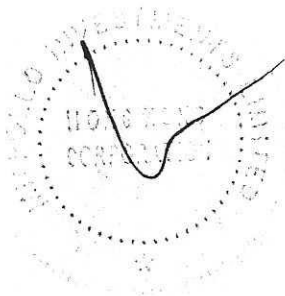
TERMS OF PURCHASE

Buyer covenants, warrants and agrees to purchase exclusively under the terms and conditions of the contract from Seller, and Seller hereby warrants and agrees to sell and deliver to the Buyer, Prime Bank Credit Instruments under the terms and conditions as follows, to wit;

- 1.1 Amount of Purchase. The Face Value amount of the purchase shall be US\$ 500,000,000,000.00 (Five Hundred Billion United States Dollars) with extensions as agreed between the parties hereto.
- 1.2 Tranche Amounts. The purchase amount shall be paid in United States Dollars and exchanged in serial instalments (Tranches) of an amount and frequency as setforth in Exhibit B-2, attached hereto; and/or as otherwise mutually agreed by the parties hereto and their respective banks except that the face value amount of the first Tranche shall not be less than: One Hundred Million USDollars (US\$100,000,000.00 USDollars)
- 1.3 Prime Bank Instruments. The Prime Bank Instruments to be purchased and sold under the terms and conditions of this Contract are fully negotiable Bank Instruments, delivered unencumbered, free and clear of all and any lien, claim or restriction; and described as follows:



- 1.3.1 Debt obligation of World Prime Banks in the form of Prime Bank Instruments which conform in all respects with the Uniform Customs and Practices for Documentary Credits as set forth by the International Chamber of Commerce (I.C.C.), Paris, France, in the latest edition of the I.C.C. Publication number 400 (1983)
- 1.3.2 The instruments are to be issued in and under an international format, and are to be non-callable prior to maturity and unconditionally guaranteed by the issuing bank, as to the payment of interest and/or repayment of principal (the face value amount).
- 1.3.3 Type of Instrument: Prime Bank Guarantees
- 1.3.4 Term: Ten (10) years and one (1) day
- 1.3.5 Interest Rates: Seven Point Five Percent (7.5%)
- 1.3.6 Menu of Issuing Banks: Top Fifty (50) World Prime Banks with credit rate of AA, or better
- 1.3.7 Total Purchase: USDollars 500,000,000,000.00 (Five Hundred Billion United States Dollars) with extensions
- 1.3.8 Invoice Price: Seven One Point One Two Five (71.125%) Percent
- 1.3.9 Denomination of Notes: \$50; \$100 Million USDollars or as mutually agreed
- 1.3.10 Initial Tranche: One Hundred Million USDollars (US\$100,000,000.00) (at face value amount)
- 1.3.11 Subsequent Tranche: Refer to Exhibit B-2
- 1.3.12 Mode of Payment: Prime Bank Conditional Sight Draft or Bank Purchase Order or S.W.I.F.T. Wire Transfer (sample instrument attached as Exhibit B-1) thereafter Ledger to Ledger Transfer

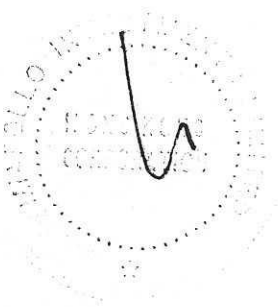


1.3.13 Funding Instruments: Invoice Price equals to face
(amount of) value amount of
not less than
US\$100,000,000.00

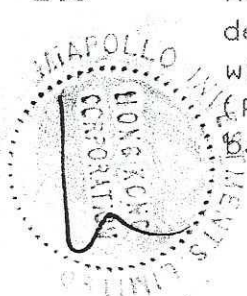
ARTICLE I

TRANSACTION PROCEDURES (USD FUNDS FIRST)

- 2.1 Buyer shall execute and deliver this full recourse commercial contract to seller. The contract shall include and Buyer shall provide (i) Exhibit A; an accurate and complete listing of Buyers Bank coordinates; (ii) Exhibit B-1; and accurate sample of the text of the Prime World Bank Financial Funding Instrument and (iii) Exhibit B-2; Tranche schedule. Each of the above references and exhibits constitute a material and intergral part of this contract.
- 2.2 Within ten (10) international banking days following the signing of this contract, the Buyer shall confirm the "windowtime" for transaction of Buyer's Prime World Bank financial funding instrument or wire transfer to the Seller. The said windowtime must be confirmed via bank to bank in the form of a pre-advise allowing 72 hours prior to transmittal of the conditional funding instrument.
- 2.3 At the designated "windowtime" buyer shall cause his bank to transmit by S.W.I.F.T. or key-tested telex (i) good, clean and cleared funds with instruments or (ii) a divisible, assignable, irrevocable and callable Prime World Bank responsible Financial Instrument (Prime World Bank Sight Draft or Bank Purchase Order) conforming to the text setforth, incorporated and identified in this contract as Exhibit B-1 shall (a) state therein the total purchase amount and (b) confirm and commit with full bank responsibility funds and payment of an amount not less than the sum being equal to the invoice price equivalent to the face value amount of Five Billion United States Dollars (US\$5,000,000,000.00) immediately after transmittal of said Financial Instrument. Buyer shall notify Seller with the time of transmittal together with sequence numbers.



- 2.4 With sixteen (16) banking hours (as provided by the terms and conditions of Buyer's Funding Instrument) Seller shall cause his Prime World Bank to deliver by key-tested telex (i) a bank responsible, irrevocable instrument(s). Delivery commitment, providing (as applicable) a menu or the issuing banks and a sample to the text of the subject instrument; and (ii) a certified payment invoice which contains verifiable registration/cusip numbers and reference codes corresponding to a bank issued, callable safekeeping receipt for the first tranche being equal to a face value amount of not less than one hundred million United States Dollars (US\$100,000,000.00)
- 2.5 Payment of good, clean and cleared funds will be immediately due and callable against the certified payment invoice and shall be promptly remitted to Seller's Bank within eight (8) banking hours, subject to validation and authentication of said invoice.
- 2.6 The Prime Bank Debenture Instruments will be physically delivered by bank courier to Buyer's bank or such other repository designated by Buyer's Bank within seven (7) international banking days after exchange of funds.
- 2.7 Following the exchange of the first tranche, the purchase transaction will continue bank to bank until, the completion of the contract, by ledger transfer in accordance with the tranche schedule appended to, incorporated, and identified in this contract as Exhibit B-2 which schedule shall be provided by Buyer upon delivery of this contract, as complete as possible; subject to adjustment by the mutual agreement of the parties hereto and their respective banks.
- 2.8 All matters regarding collection of payment and delivery of documents shall be conducted in accordance with the I.C.C. Uniform Rules for Collections (Publication no. 322, latest edition) and normal banking procedures.



ARTICLE III

WARRANTIES AND REPRESENTATIONS

Under penalty of perjury, the undersigned Buyer and Seller herewith attest, warrant and affirm that the statements made below are true and accurate.

3.1 Buyer's Warranty:

3.1.1 The funds that are allocated for this transaction are good, clean and of non-criminal origin and under Buyer's exclusive control.

The Signatory, whose endorsement appears below is acting with the full authority and at the direction of the Corporation by its Board of Directors. Furthermore, the said corporation is the Principal in this undertaking.

3.2 Seller's Warranty:

3.2.1 Seller specifically represents and warrants that pursuant to the terms and conditions of this contract he has available for sale and delivery to the Buyer, Prime bank Instruments as described in Article I, above, in the face value amount stated herein.

3.3 Mutual Warranty:

Buyer and Seller separately warrant and affirm that with regard to the respective banks, bank accounts and Bank officers identified herein or hereinafter (i) each Bank officer is fully aware and appraised of this transaction and is prepared to faithfully execute all procedures in an prompt and timely manner upon instruction of their account holder; and (ii) the Bank and Bank officer understands the processing procedures relating to this transaction; and (iii) the undersigned is a duly authorized signatory of and has full legal capacity to execute this transaction through the said account.

3.4 Non-Circumvention & Non-Disclosure:

This contract incorporates the rules of Non-Circumvention and Non-Disclosure established by the International Chamber of Commerce, Paris, France, which rules are made a part hereof by this reference. This understanding shall survive the termination of this contract and remain in full force and effect for a period of sixty (60) months from the date hereof.

3.4.1 Neither Buyer or Seller will attempt to contract, deal with or solicit, either directly or indirectly, any party,



financial institution or client introduced by the other party in any manner whatsoever without the express written consent of the introducing party.

3.4.2 Except as may be required by applicable statute, regulation or process of law, all information exchanged between the parties is of a confidential nature and neither party shall disclose to any unauthorized person or entity any information obtained or received regarding this transaction.

3.4.3 Once fully executed, this contract shall not be reproduced in any manner whatsoever, except on a need-to-know basis.

3.5 Force Majeure:

This contract shall be subject to the rules of Force Majeure established by the International Chamber of Commerce. Further, should any act of God, war, insurrection or civil disobedience occur in any country where this agreement is being carried out in whole or in part, thereby making performance by one or both parties impossible, then this contract shall become null and void.

3.6 Time for Performance:

The parties acknowledge and accept present real time standards for the deliver and exchange of funds and Prime Bank Instruments as being agreeable terms for the performance obligations setforth in this contract provided however, both parties acknowledge and agree that their timely performance as specified under Article II above, is an absolute condition of this contract, and (ii.) Failure in such performance may render this contact null and void, at the election and in the sole discretion of the party not in default;

3.7 Taxes, Duties and Fees.

3.7.1 Each party agrees to be responsible for their own bank charges and any other costs, expenses and fees as may be payable on each and every tranche, rollover and extension.

3.7.2 The invoice price of the prime bank instruments shall include any and all commissions and consultancy fees

3.7.3 Neither Buyer or Seller make any representation regarding the tax consequences, if any, of the transaction contemplated by this contract. Each party, individually and separately accepts the liability for any taxes, imposts, levies, duties, or charges that may be found applicable in the performance of their respective duties herein.

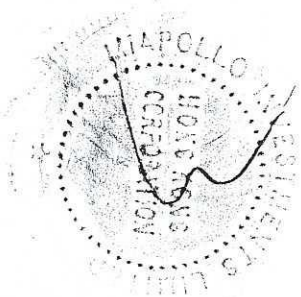
3.8 Evergreen Clause:

3.8.1 The transaction pricing shall be protected by the inclusion of an "Evergreen" formula. The Bench Mark Index shall be established as the pricing quotation given or is in existence on the day of the start of the transaction. This Bench Mark Index shall be reviewed on each and every third Tuesday of each month.

3.8.2 It is the Seller's obligation to notify the Buyer of any changes in the price of the Prime Bank Credit Instruments. Furthermore, the Seller shall present verifiable documentation to show that a change in invoice price is necessary and the buyer shall acknowledge the representations by the seller immediately. The Evergreen shall apply for the transaction in the same direct pricing reflected as follows:

The invoice pricing of the Bank Credit Instruments shall be increased or decreased in the same amount for every one-quarter price change from the existing defined Bench Mark Index.

3.8.3 It is the Buyer's obligation to notify the Seller if the invoice pricing of the Bank Credit Instruments is approaching a level that will make the transaction impossible to continue. The Buyer shall disclose pertinent information and have all documents verified and made available to the Seller. Both parties may effect a mutual understanding to continue if there are options that are negotiable and agreeable terms and conditions have been established.



3.9 Arbitration:

In the event of dispute concerning any aspects of this contract, including breach or alleged breach hereof, the parties agree to have the dispute arbitrated in either London, England (U.K.) or New York, New York Arbitration then in force with the places of arbitration to be determined in accordance with said rules. With regard thereto this contract shall incorporate I.C.C. Publications numbers 447-2 (1990) and 482 (1990). Settlement upon award shall be final.

3.10 Upon execution, this tranche shall become a legal and binding obligation upon both Buyer and Seller, their officers, successors, legal representatives, lawful agents and assigns.

ARTICLE IV

OTHER AGREEMENTS

4.1 Reference Code:

All documents relating to this contract and all communications between banks shall clearly reference the codes designated and assigned and referenced herein. Said codes shall not be changed or altered for the duration of this contract.

4.2 Counterparts:

This contract may consist of one or more counterparts, all of which upon execution shall constitute one and the same instrument. The parties acknowledge that a telefax copy of this contract may be signed by each respective party at difference places and at difference times. All duly endorsed and acknowledged facsimile documents shall be considered as original documents and shall constitute binding and enforceable instruments.

4.3 Entire Agreement:

This contract contains twenty two pages, including a signature page and additionally four exhibits identified as A, B-1, B-2 and C. The contract may also include enumerated addenda for setting forth special provisions as mutually agreed between the parties hereto.

4.4 Gender and Number.

Usage of the singular shall include the plural and the use of any gender shall apply to all genders, as the context requires.

4.5 Amendments:

No verbal representations, warranties or statements by third parties shall have any force or effect upon this contract whatsoever. Any modifications or amendments to this contract must be made in writing and signed by both parties and witnessed or attested thereto.

4.6 Assignment:

There shall be no assignment or transfer of this contract by either party without the express written consent of both parties.

4.7 Severability:

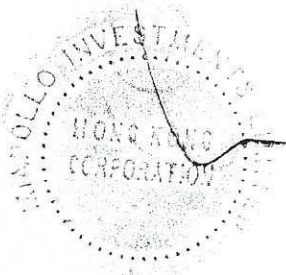
This contract shall be severable. In the event any provision shall be adjudged invalid, illegal or an unenforceable provision.

4.8 Bank Communication:

Except as specifically provided herein or with the express written consent a pre-authorized approval and acknowledgment of both parties hereto, their officers, representatives, agents and legal counsel; there shall be no telephone conversations, telexes, facsimile transmissions or other communications between the parties' respective banks and banking officers. Any violation of this provision by whatever cause, shall constitute and immediate default and forfeiture of this contract and agreement and the party at fault shall be subject to all any and remedy at law or in equity available to the injured party.

4.9 Hold Harmless:

Excepting banks which are a principal party to this contract, Buyer and Seller, severally and individually warrant, covenant and agree that this is a private transaction between the parties hereto and that no escrow bank which provides fiduciary services in this



transaction shall in any manner whatsoever be liable for any claims or damages which may arise from this transaction. Further the parties agree, severally and individually that by incorporated by reference any such bank providing fiduciary services, each shall hold such bank harmless of any and all liability, loss, claim or damages, allegation, suit or proceeding at law or in equity which may arise out of the acceptance or administration of this transaction and which incurred without wilful misconduct, negligence or bad faith on the part of such bank.

4.10 Term:

This contract shall remain in full force and effect until (i) the entire transaction is consummated or (ii) this contract is terminated by the mutual agreement of both parties or (iii) this contract is rendered null and void pursuant to the terms stated herein or by due process of law.

4.11 This contract supersedes all previous agreements, oral and written, made by or on behalf of the parties hereto with regard to the transaction referenced by the codes first listed above.

ARTICLE V

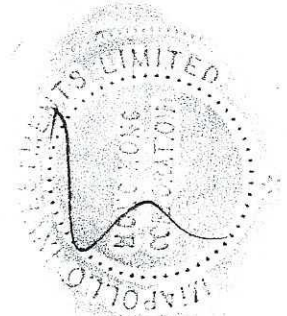
VENUE, DEFAULTS & WAIVER

5.1 Governing Law:

This contract is a full recourse, commercial contract concluded under the laws of the United States of America, the United Kingdom and/or Japan, under which applicable laws shall the construction, interpretation, execution, validity, enforceability, performance and such other matters relating hereto be governed.

5.2 Venue:

The Venue of the arbitration of this contract shall be either London, England, (U.K.) or New York, New York (USA) as agreed by the parties hereto or as otherwise fixed by the International Court of Arbitration pursuant to I.C.C. Rules of Conciliation and Arbitration (ICC 447-2, 1990)



5.3 Arbitral Award:

This contract shall be subject to the 1958 Convention of the recognition and enforcement of Foreign Arbitral Award 9 U.S.C. Section 201 et seq.

5.4 Default:

In the event either party fails to perform their respective obligations or otherwise is in breach hereof by reason of any act or omission which constitutes gross negligence, wilful misconduct or misrepresentation, perjury or defeasance; the injured and aggrieved party, in his sole discretion, upon the giving of due notice to the defaulting party, may (i), terminate this contract; or (ii) suspend the operation of this contract and purchase transaction ending the determination and affecting of a satisfactory remedy.

5.5 Costs of Arbitration:

The costs of arbitration and the liability of such costs to each respective party shall be fixed by the arbitrator's award, or otherwise settled and agreed upon by the parties in the form of an arbitral award, either of which shall be recorded in the manner prescribed by the I.C.C. Rules of Conciliation and Arbitration (I.C.C. 447-2, 1990)

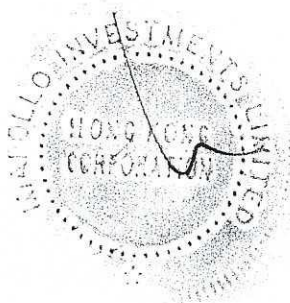
5.6 Waiver:

Any waiver of a default or any election of remedy as to prior default shall not limit either party's rights and remedies regarding subsequent defaults.

ARTICLE VI

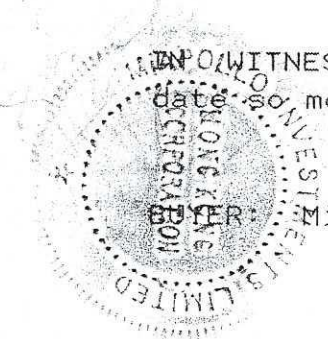
ENDORSEMENTS

6.1 The parties have entered into this agreement in good faith and each will use its best efforts in the full spirit of cooperation to promptly achieve the purposes setforth. Each party shall negotiate in good faith with respect to any future agreements required by subsequent events. The parties acknowledge and agree that this contract is executed under oath, subject to the penalties of perjury.



6.2 The undersigned warrant and affirm under penalty of perjury, that each has the full legal capacity and lawful authority to execute and deliver this contract.

6.3 The undersigned acknowledge and agree that they fully understand their rights and obligations with respect to this contract or that they have had adequate time an opportunity to consult with legal counsel of their choice prior to execution hereof, and being fully informed and/or having such advice, each has executed this contract freely and without reservation.



IN WITNESS WHEREOF, the Undersigned has set his hand on the date so mentioned:

SELLER: MiApollo INVESTMENTS LIMITED

/s/ [Signature]

Name : L E Wanta
Title: Director
Dated: 26 November 1992

/s/ [Signature]

Witness: J Ferro

IN WITNESS WHEREOF, the Undersigned has set his hand on the date so mentioned:

SELLER:

/s/ _____

Name :
Title:
Dated:

/s/ _____

Witness:

EXHIBIT "A"

BANKING COORDINATES

BUYER'S BANKING COORDINATES:

Bank Name : ZURICHER KANTANAL BANK
Address : BAHNHOFSTRASSE 9, CH - 8022, ZURICH, SWITZERLAND

Bank Officer : MR RICHARD KUCHLER
Title : BANK OFFICER

Telephone : 41 1 220 11 11
Telefax : 41 1 211 35 25

S.W.I.F.T. : ZZBK CH ZZ 80 A
Telex/AB : 812 140 ZKBCH 812696 ZKBCH
Euroclear No.
D.T.C.

Routing No.

Account Number: 1300 142.131

Account Title : MANDACONSULT IFO MiApollo INVESTMENTS LIMITED

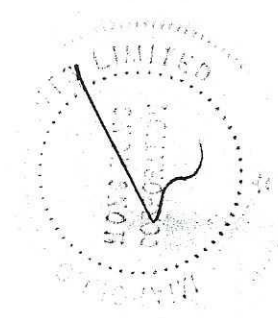


EXHIBIT B-1
(Example only, Please Attach Accurate Sample
Approved by Buyer's Bank)

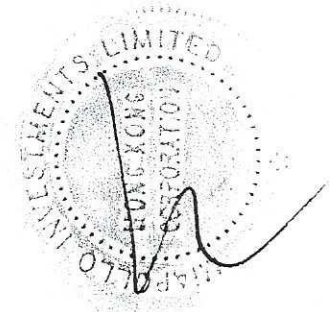
Irrevocable Conditional Bank Purchase Order

TO :
C/O :
ADDRESS :
CITY/STATE :
ATTENTION :
ACCOUNT TITLE :
ACCOUNT NO. :
TELEX NO./AB :
SWIFT NO. :
TELEFAX NO. :
SUBJECT : Irrevocable Conditional Purchase Order

FROM :
BANK OFFICER :
TELEX NO./AB :

ISSUE DATE :
EXPIRATION :
CODES :

Master Code :
Contract No :
Transaction Code:
Security Code :
Buyer's Transaction Code:
Buyer's Security Code:



Sight Draft Number.....

Dear Sirs:

We, MiApollo INVESTMENTS LIMITED, hereby present with full bank responsibility, our irrevocable, divisible, assignable and transferable bank purchase order in your favour for the account of _____ in the amount Five Billion (US\$5,000,000,000.00) United States Dollars (face value) with One Hundred million (US\$100,000,000.00) United States Dollars being the first tranche for the purchase of authenticated prime bank instruments as described below.

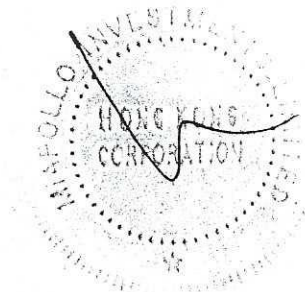
This Irrevocable Bank Purchase Order is a binding fully performed due bill and is immediately callable on (remitting bank) for cash payment against your certified invoice and bank issued callable custodial safekeeping receipt containing verifiable registration numbers for the following prime bank instruments.

PURCHASE CONDITIONS:

Format: Instruments shall be issued in an international format and conform in all respects with the uniform and practices for documentary credits as set forth by the International Chamber of Commerce, Publication 400 (1983) latest edition. The Instruments are to be non callable prior to maturity and unconditionally guaranteed by the issuing bank to the repayment of principal.

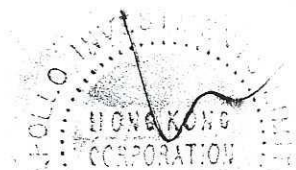
1. Type of Bank Instruments: Prime Bank Guarantees
2. Rate of Interest : Seven Point Five Percent (7.5%)
3. Term of Maturity : Ten (10) years and one (1) day
4. Denomination : \$50; \$100 Million USDollars or as mutually agreed
5. Currency : United States Dollars
6. Purchase Invoice Price : Seven One Point One Two Five (71.125%) Percent
7. Total Purchase Price : Five Billion United States (US\$5,000,000,000.00) plus extensions as agreed by principal
8. Initial Tranche : One Hundred Million United States Dollars (US\$100,000,000)
9. Tranche Schedule : See attached Exhibit B-2
10. Issuing Banks : Top Fifty (50) World Banks with credit Rate of "AA" or better, and with normal exclusions

16/22



SPECIAL CONDITIONS:

1. This Bank Purchase Order is irrevocable, divisible, assignable and transferable and may be paid in increments corresponding to the purchase and delivery of each Prime Bank Instrument in accordance herewith.
2. A condition of this Purchase Order is that within One (1) international banking days of your receipt and verification of this Bank Instrument, (Name of Seller's Bank) shall deliver by key-tested telex to this Bank and our Client's account number 193 356 your irrevocable commitment with full bank responsibility to provide the Bank Instrument(s) for purchase and also your certified payment invoice containing registration/cusip numbers and collateral release codes which correspond with your Bank issued, callable custodial safekeeping receipts.
3. Within twenty four banking hours and subject to our verification and authentication we shall make payment in full against the invoice by S.W.I.F.T. or Ledger Transfer of good, clean and clear funds to your Client's account.....
4. Within seven international banking days of payment, authentic Prime Bank Instruments shall be physically delivered to this bank for deposit in our Client's account or other accounts as may be designated (specify any particular delivery instructions)
5. It is agreed and understood that the delivery of the above described Bank Instruments completes the total obligation of (Name of Seller's Bank and your Client)
6. We hereby attached a schedule of fund tranches for the balance of this purchase transaction. This schedule is subject to amendment with the consent of the Seller and the Buyer.
7. All communication between banks and all documents relating to this transaction shall clearly reference the codes designated above which codes shall not be altered or changed for the duration of this Bank Instrument.
8. This is an operating Bank Instrument and is subject to the Uniform Commercial Code at it relates to Bank Credit Instruments.



9. This irrevocable, divisible, assignable and transferable Bank Purchase Order valid for (specific time period) or until the _____ day of _____, 1992 at _____ o'clock (am/pm) (time zone).
10. Upon receipt of your bank invoice as provided under special condition two (2), this Bank Purchase Order shall remain valid, binding and in full force until the completion of this purchase transaction including succeeding rollovers and extensions.
11. We herewith explicitly authorize you to release to the beneficiary account holder a copy of this Purchase Order.

Yours truly

Name of Buyer's Bank

/s/ AUTHORIZED BANK OFFICER

/s/ AUTHORIZED BANK OFFICER

Name and Title

Name and Title

The foregoing Exhibit B-1 constitutes a material and integral part of the Contract No. 921126BU.PBG, and the text of this Bank Sight Draft as provided above shall be transmitted to the Seller's Bank via key-tested telex without material change.

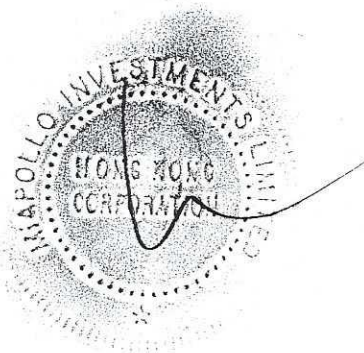
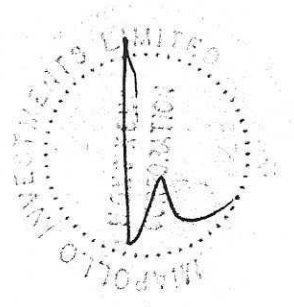


EXHIBIT B-2

TRANCHE SCHEDULE



Master Code :
 Contract Number : 921126BU.PBG
 Transaction Code : DGMBH/CKL/PHON-1
 Security Code : SCHOTTSDALE
 Buyer Transaction Code : 26 - EL AMIF 13 - 50/2 - FGI
 Buyer Security Code : 26 WINTER 92
 Instruments : PRIME BANK GUARANTEES

Purchase Amount: USDollars 500,000,000.00 with extensions as agreed by principal

Price: Seven One Point One Two Five (71.125%) Percent

Menu: Top One Hundred World Prime Banks with credit rating of "AA" or better with normal exclusions.

Trading Day	Tranche	Face Value Amount (in USD)	Payment Method
1st day	1st tranche	\$100,000,000.00	Bank Purchase Order
2nd day	2nd tranche	\$500,000,000.00	Bank Purchase Order
3rd day	3rd tranche	\$500,000,000.00	Bank Purchase Order
4th day	4th tranche	\$500,000,000.00	Bank Purchase Order
5th day	5th tranche	\$500,000,000.00	Bank Purchase Order

Thereafter on four trading days per week:

.....

The foregoing Schedule shall be subject to amendment and change by the mutual consent of both parties and their respective banks.

The foregoing schedule shall constitute an integral and material part of Contract No. 921126BU.PBG and also of Exhibit B-1 the specimen text of the Irrevocable Bank Purchase Order or Bank Sight Draft to which this exhibit B-2 shall be attached and incorporated by this reference.

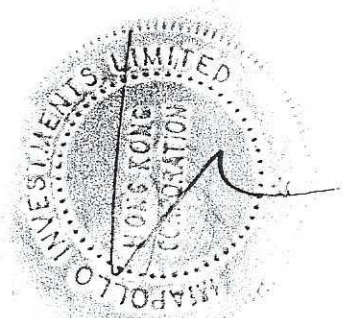


EXHIBIT C

[SPECIMEN] Principal
PRIME BANK GUARANTEE:

No.....(currency).....(amount).....

Maturity Date.....

Issued In.....On.....

For value received, We, the Undersigned.....(the issuer) hereby irrevocably and unconditionally without protest or notification promise to pay against this Prime Bank Guarantee to the order of..... (beneficiary) the Bearer or Holder thereof at maturity the sum of(principal amount) in the lawful currency of.....(country) upon presentation and surrender of this Guarantee at the offices of.....(name and address of bank) such payment shall be made without set-off and free and clear of any deductions or charges, fees, deductions or withholdings of any nature now or hereafter imposed levied, collected, withheld or assessed by the Government of.....(country/of issue) or any political subdivision or authority thereof or therein.

This Guarantee shall be governed by and shall be construed in accordance with the laws of.....(USA/UK/Switzerland) for and on behalf of.....

By:.....Authorized Signatory

By:.....Authorized Signatory

[Annual Payment including Interest]

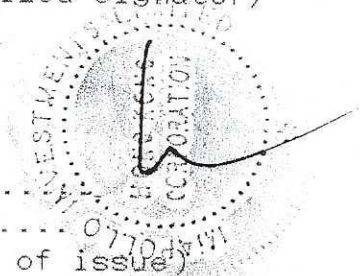
PRIME BANK GUARANTEE:

No.....(amount).....

Maturity Date.....

Issued In.....On.....(date of issue)

For Value received, We, the undersigned.....(the issuer) hereby irrevocably and unconditionally without protest or notification promise to pay against this Prime Bank Guarantee to the order of..... (beneficiary) the Bearer or Holder thereof, the sum of..... (interest amount equal to (....%) of the principal annually in arrears) in the lawful currency of..... (country) upon presentation and surrender of this Guarantee at the offices of.....(name and address of bank) such payment shall be made without set-off and free and clear of any deductions of charges, fees, deductions or withholdings of any nature now or hereafter imposed levied, collected, withheld or assessed by the Government of.....(country of issue) or any political subdivision or authority thereof or therein.



This Guarantee shall be governed by and shall be construed in accordance with the laws of.....(USA/UK/Switzerland) for and on behalf of.....

BY:.....(Authorized Signatory)

BY:.....(Authorized Signatory)

All signatures must be duly authenticated, and relevant signature powers duly confirmed by issuing Signatory Banks.

Guarantees must be domiciled for payment with the Issuing Bank.
.....

By:.....
Authorized Signature

By:.....
Authorized Signature

SPECIMEN COPY ONLY- VERBIAGE MAY VARY FROM BANK TO BANK

22/22

