



**AMENDMENT AGREEMENT**

*an Flexible*

This agreement ("Amendment Agreement") is dated as of 11 June 2002 and is made between First Flex No. 5 plc ("Party A"), Barclays Bank PLC ("Party B") and JPMorgan Chase Bank (as "Trustee").

By this Amendment Agreement, the parties agree to amend the terms of the ISDA Master Agreement dated as of 31 May 2002 and signed between the parties hereto (the "Agreement"), by:

1. deletion of Part 16(ii);
2. inserting the words, "and Section 5(b)(iii) (Tax Event Upon Merger)" before "shall" and after "(Bankruptcy)" in the final line of Part 13; and
3. inserting the words, "and Termination Events" after "Events of Default" in the heading of Part 12 and by inserting the words, "Notwithstanding the provisions of Section 5(b) of this Agreement, Section 5(b) (iii) (Tax Event Upon Merger) shall in no circumstances be regarded as giving rise to a Termination Event in respect of Party A", at the end of Part 12.

Except as specifically modified by this Amendment Agreement, all of the terms and provisions of the Agreement are hereby reaffirmed and shall remain in full force and effect.

Each party hereby represents and warrants to the other that no Event of Default or Potential Event of Default has (i) occurred under the Agreement and is continuing or (ii) will arise as a result of it entering into this Amendment Agreement.

All capitalised terms, unless otherwise defined in this Amendment Agreement shall have the meaning assigned to them in the Agreement.

This Agreement may be executed in counterparts, each of which will be deemed an original.

This Amendment Agreement is governed by and construed in accordance with English law.

IN WITNESS WHEREOF the parties have executed this Amendment Agreement as of the date first above written.

*A.W. Vaughan*  
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*J.W. Scrivens*  
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For and on behalf of  
First Flex No.5 plc  
*Flexible*  
Name: A.W. VAUGHAN  
Title TREASURY & CAPITAL MARKETS  
DIRECTOR.

For and on behalf of  
Barclays Bank PLC  
Name:  
Title J. W. Scrivens  
Director & Head of Legal Derivatives

*[Signature]*  
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For and on behalf of  
JPMorgan Chase Bank  
Name: *Kemi Folu*  
Title Vice President