

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): December 19, 2003

TRIMAS CORPORATION  
(Exact name of registrant as specified in charter)

Delaware  
(State or other jurisdiction of incorporation)

333-100351  
(Commission File Number)

38-2687639  
(IRS Employer Identification Number)

39400 Woodward Avenue, Ste. 130, Bloomfield Hills, MI 48304  
-----  
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (248) 631-5450  
-----

Not applicable

-----  
(Former name or former address, if changed since last report)

Item 5. Other Events and Regulation FD Disclosure.

Attached hereto as Exhibit 10 is Amendment No. 1 and Agreement dated as of December 17, 2003 to the Credit Agreement dated as of June 6, 2002, as Amended and Restated as of June 6, 2003 among TriMas Corporation, TriMas Company LLC, the Subsidiary Term Borrowers and the Foreign Subsidiary Borrowers, the lenders from time to time party thereto, JPMorgan Chase Bank, as administrative agent and collateral agent, CSFB Cayman Islands Branch, as syndication agent, Comerica Bank, as documentation agent, National City Bank, as documentation agent, and Wachovia Bank, National Association, as documentation agent.

Item 7. Financial Statements and Exhibits.

(c) Exhibits. The following exhibit is filed herewith:

Exhibit No. -----	Description -----
10	Attached hereto as Exhibit 10 is Amendment No. 1 and Agreement dated as of December 17, 2003 to the Credit Agreement dated as of June 6, 2002, as Amended and Restated as of June 6, 2003 among TriMas Corporation, TriMas Company LLC, the Subsidiary Term Borrowers and the Foreign Subsidiary Borrowers, the lenders from time to time party thereto, JPMorgan Chase Bank, as administrative agent and collateral agent, CSFB Cayman Islands Branch, as syndication agent, Comerica Bank, as documentation agent, National City Bank, as documentation agent, and Wachovia Bank, National Association, as documentation agent.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

TRIMAS CORPORATION

By: /s/ Grant H. Beard  
Name: Grant H. Beard  
Title: President and Chief  
Executive Officer

Dated: December 22, 2003

EXHIBIT INDEX

Exhibit No.	Description
10	Attached hereto as Exhibit 10 is Amendment No. 1 and Agreement dated as of December 17, 2003 to the Credit Agreement dated as of June 6, 2002, as Amended and Restated as of June 6, 2003 among TriMas Corporation, TriMas Company LLC, the Subsidiary Term Borrowers and the Foreign Subsidiary Borrowers, the lenders from time to time party thereto, JPMorgan Chase Bank, as administrative agent and collateral agent, CSFB Cayman Islands Branch, as syndication agent, Comerica Bank, as documentation agent, National City Bank, as documentation agent, and Wachovia Bank, National Association, as documentation agent.

AMENDMENT NO. 1 AND AGREEMENT dated as of December 17, 2003 (this "Amendment"), with respect to the Credit Agreement dated as of June 6, 2002, as Amended and Restated as of June 6, 2003 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TriMas Corporation, a Delaware corporation ("Holdings"), TriMas Company LLC, a Delaware limited liability company (the "Parent Borrower"), the Subsidiary Term Borrowers and the Foreign Subsidiary Borrowers (each, as defined in the Credit Agreement) party thereto (collectively, with the Parent Borrower, the "Borrowers"), the lenders from time to time party thereto (the "Lenders"), JPMorgan Chase Bank, a New York banking corporation, as administrative agent and collateral agent, CSFB Cayman Islands Branch, as syndication agent, Comerica Bank, as documentation agent, National City Bank, as documentation agent, and Wachovia Bank, National Association, as documentation agent.

A. Pursuant to the Credit Agreement, the Lenders have extended credit to the Borrowers pursuant to the terms and subject to the conditions set forth therein.

B. The Borrowers have requested that the Required Lenders agree to amend certain provisions of the Credit Agreement as set forth herein.

C. The Required Lenders are willing so to agree and to amend the Credit Agreement pursuant to the terms and subject to the conditions set forth herein.

D. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

In consideration of the premises and the agreements, provisions and covenants herein contained, the parties hereto agree, on the terms and subject to the conditions set forth herein, as follows:

SECTION 1. Amendments to Section 1.01.

(a) Section 1.01 of the Credit Agreement is hereby amended by deleting the following defined term in its entirety:

"Applicable Rate"

(b) Section 1.01 of the Credit Agreement is hereby amended by adding the following defined term in the appropriate alphabetical order to read as follows:

"Applicable Rate" means, for any day, with respect to any ABR Loan or Eurocurrency Loan that is a Revolving Loan or a Tranche B Term Loan, or with respect to the commitment fees payable hereunder, as the case may be, the applicable rate per annum set forth below under the caption "Revolving Loan ABR Spread", "Revolving Loan Eurocurrency Spread", "Tranche B Term Loan ABR Spread", "Tranche B Term Loan Eurocurrency Spread" or "Commitment Fee Rates", as the case may be, based upon the Leverage Ratio as of the most recent determination date.

Leverage Ratio:	Revolving Loan ABR Spread	Revolving Loan Eurocurrency Spread	Tranche B/ Term Loan ABR Spread	Tranche B/ Term Loan Eurocurrency Spread
Category 1 Greater than 4.25 to 1	2.25%	3.25%	2.50%	3.50%
Category 2 Less than or equal to 4.25 to 1 but greater than 4 to 1	2.00%	3.00%	2.25%	3.25%
Category 3 Less than or equal to 4 to 1 but greater than 3.5 to 1	1.75%	2.75%	1.75%	2.75%
Category 4 Less than or equal to 3.5 to 1 but greater than 3 to 1	1.50%	2.50%	1.75%	2.75%
Category 5 Less than or equal to 3 to 1	1.25%	2.25%	1.75%	2.75%

Commitment Fee Rates

## Leverage Ratio:

## High Usage Period

## Low Usage Period

Leverage Ratio:	High Usage Period	Low Usage Period
Category 1 Greater than 4 to 1	0.50%	0.75%
Category 2 Less than or equal to 4 to 1 but greater than 3.5 to 1	0.50%	0.50%
Category 3 Less than or equal to 3.5 to 1 but greater than 3 to 1	0.50%	0.50%
Category 4 Less than or equal to 3 to 1	0.375%	0.375%

For purposes of the foregoing, (i) the Leverage Ratio shall be determined as of the end of each fiscal quarter of the Parent Borrower's fiscal year based upon Holdings' consolidated financial statements delivered pursuant to Section 5.01(a) or (b) and (ii) each change in the Applicable Rate resulting from a change in the Leverage Ratio shall be effective during the period commencing on and including the date of delivery to the Administrative Agent of such consolidated financial statements indicating such change and ending on the date immediately preceding the effective date of the next such change; provided that the Leverage Ratio shall be deemed to be in Category 1 (A) at

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any time that an Event of Default has occurred and is continuing or (B) if Holdings or the Parent Borrower fails to deliver the consolidated financial statements required to be delivered by it pursuant to Section 5.01(a) or (b), during the period from the expiration of the time for delivery thereof until such consolidated financial statements are delivered. The rate per annum for Incremental Term Loans shall be the rate specified, or the rate per annum determined pursuant to a pricing grid specified, in the applicable Incremental Term Loan Activation Notice as agreed to by the Parent Borrower and the applicable Incremental Lenders; provided that if and for so long as the Applicable Rate with respect to any Incremental Term Loans is greater than 0.25% per annum in excess of the then existing Applicable Rate for Tranche B Term Loans, the Applicable Rate for Tranche B Term Loans shall be increased automatically for such period so that the Applicable Rate for such Incremental Term Loans is no greater than 0.25% per annum in excess of the Applicable Rate for Tranche B Term Loans.

SECTION 2. Amendments to Section 5.01. Section 5.01 of the Credit Agreement is hereby amended by deleting clause (e) thereof in its entirety and replacing it with the following text:

"(e) no later than February 15 of each fiscal year of Holdings (commencing with the fiscal year ending December 31, 2003), a detailed consolidated budget for such fiscal year (including a projected consolidated balance sheet and related statements of projected operations and cash flow as of the end of and for such fiscal year and setting forth the assumptions used for purposes of preparing such budget) and, promptly when available, any material revisions of such budget that have been approved by senior management of Holdings;"

SECTION 3. Amendments to Section 6.06. Section 6.06 of the Credit Agreement is hereby amended by deleting that Section in its entirety and replacing it with the following text:

"SECTION 6.06. Sale and Leaseback Transactions. None of Holdings, the Parent Borrower, any Subsidiary Term Borrower or any Foreign Subsidiary Borrower will, nor will they permit any Subsidiary to, enter into any arrangement, directly or indirectly, whereby it shall sell or transfer any property, real or personal, used or useful in its business, whether now owned or hereinafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property sold or transferred, except for (a) any such sale of any fixed or capital assets (other than any such transaction to which (b) or (c) below is applicable) that is made for cash consideration in an amount not less than the cost of such fixed or capital asset in an aggregate amount less than or equal to 25% of the Permitted Capital Expenditure Amount, so long as the Capital Lease Obligations associated therewith are permitted by Section 6.01(a)(ix), (b) in the case of property owned as of the Effective Date, any such sale of any fixed or capital assets that is made for cash consideration in an aggregate amount

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not less than the fair market value of such fixed or capital assets not to exceed \$90,000,000 in the aggregate, so long as the Capital Lease Obligations (if any) associated therewith are permitted by Section 6.01(a)(ix) and (c) any Acquisition Lease Financing."

SECTION 4. Amendments to Section 6.12. Section 6.12 of the Credit Agreement is hereby amended by deleting the table thereof in its entirety and replacing it with the following table:

Period -----	Ratio -----
June 30, 2002, to March 30, 2003	2.50 to 1.00
March 31, 2003, to June 29, 2003	2.60 to 1.00
June 30, 2003, to September 29, 2003	2.35 to 1.00
September 30, 2003, to December 30, 2003	2.45 to 1.00
December 31, 2003, to June 29, 2005	2.25 to 1.00
June 30, 2005, to September 29, 2005	2.35 to 1.00
September 30, 2005, to December 30, 2005	2.45 to 1.00
December 31, 2005, to September 29, 2006	2.65 to 1.00
September 30, 2006, and thereafter	2.75 to 1.00

SECTION 5. Amendments to Section 6.13. Section 6.13 of the Credit Agreement is hereby amended by deleting that section in its entirety and replacing it with the following:

"SECTION 6.13. Leverage Ratio. Neither Holdings nor the Parent Borrower will permit the Leverage Ratio as of the last day of any fiscal quarter occurring during any period set forth below to be greater than the ratio set forth below for such period:

Period -----	Ratio -----
June 30, 2002, to March 30, 2003	5.25 to 1.00
March 31, 2003, to June 29, 2003	5.00 to 1.00
June 30, 2003, to September 29, 2003	5.25 to 1.00
September 30, 2003, to December 30, 2003	5.00 to 1.00
December 31, 2003, to September 29, 2004	5.50 to 1.00
September 30, 2004, to December 30, 2004	5.25 to 1.00
December 31, 2004, to June 29, 2005	5.00 to 1.00
June 30, 2005, to September 29, 2005	4.75 to 1.00
September 30, 2005, to December 30, 2005	4.50 to 1.00

December 31, 2005, to June 29, 2006	4.00 to 1.00
June 30, 2006, to September 29, 2006	3.75 to 1.00
September 30, 2006, to December 30, 2006	3.50 to 1.00
December 31, 2006, and thereafter	3.25 to 1.00"

SECTION 6. Representations and Warranties. Each of Holdings and the Borrowers party hereto represents and warrants to the Administrative Agent and the Lenders that:

(a) this Amendment has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally and except as enforceability may be limited by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law);

(b) on the date hereof, the representations and warranties set forth in Article III of the Credit Agreement are and will be true and correct with the same effect as if made on the date hereof, except to the extent such representations and warranties expressly relate to an earlier date; and

(c) on the date hereof, after giving effect to this Amendment, no Default or Event of Default shall have occurred and be continuing.

SECTION 7. Amendment Fee. In consideration of the agreements of the Required Lenders contained in this Amendment, the Borrowers agree to pay to the Administrative Agent, for the account of each Lender that delivers an executed counterpart of this Amendment prior to 5:00 p.m., New York City time, on December 17, 2003, an amendment fee (the "Amendment Fee") in an amount equal to 20 basis points of the aggregate amount of such Lender's outstanding Commitments as of such date.

SECTION 8. Conditions to Effectiveness. This Amendment shall become effective as of the date first above written (the "Amendment Date") when:

(a) the Administrative Agent shall have received (i) counterparts of this Amendment that, when taken together, bear the signatures of each of Holdings, the Borrowers listed on Schedule 1 hereto and the Required Lenders and (ii) the Amendment Fee;

(b) a certificate of an officer of Holdings and the Parent Borrower shall have been delivered to the Administrative Agent (i) confirming that each of the representations and warranties contained in Section 6 hereof are true and correct; and

(c) the Administrative Agent shall have received such documents and certificates as the Administrative Agent or its counsel may reasonably request relating to the organization, existence and good standing of each Loan Party and the authorization of this Amendment, all in form and substance satisfactory to the Administrative Agent and its counsel.

SECTION 9. Credit Agreement. Except as specifically provided hereby, the Credit Agreement and the other Loan Documents shall continue in full force and effect in accordance with the provisions thereof as in existence on the date hereof. After the date hereof, any reference to any Loan Document shall mean such Loan Document as modified hereby. This Amendment shall be a Loan Document for all purposes.

SECTION 10. Applicable Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 11. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute one contract. Delivery of an executed signature page of this Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 12. Headings. The Section headings used herein are for convenience of reference only, are not part of this Amendment and are not to affect the construction of, or to be taken into consideration in interpreting, this Amendment.



IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers as of the day and year first written above.

TRIMAS CORPORATION,

by /s/ Benson K. Woo  
Name: Benson K. Woo.  
Title:

TRIMAS COMPANY LLC,

by /s/ Benson K. Woo  
Name: Benson K. Woo  
Title:

THE SUBSIDIARIES LISTED ON SCHEDULE 1 HERETO,

by /s/ Benson K. Woo  
Name: Benson K. Woo  
Title:

JPMORGAN CHASE Bank, individually and as  
Administrative Agent and Collateral Agent,

by /s/ Richard Duker  
Name: Richard Duker  
Title:

CSFB CAYMAN ISLANDS BRANCH, individually and as  
Syndication Agent,

by /s/ Mark E. Gleason  
Name: Mark E. Gleason  
Title: Director

by  
/s/ Joshua Parrish  
Name: Joshua Parrish  
Title: Associate

COMERCIA BANK, individually and as Documentation Agent,

by /s/ Heather Hollidge  
Name: Heather Hollidge  
Title: Associate

NATIONAL CITY BANK, individually and as Documentation  
Agent,

by  
Name:  
Title:

WACHOVIA BANK, NATIONAL ASSOCIATION, individually and  
as Documentation Agent,

by /s/ Frederick E. Blumer  
Name: Frederick E. Blumer  
Title: Vice President

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

CONTINENTAL ASSURANCE COMPANY,  
on behalf of its Separate Account (E)

By: /s/ Marilou R. McGirr  
Name: Marilou R. McGirr  
Title: Vice President and Assistant  
Treasurer

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

LANDMARK CDO LIMITED,

By: Aladdin Capital Management LLC  
as Manager

By: /s/ Joseph Moroney  
Name: Joseph Moroney, CFA  
Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

LANDMARK II CDO LIMITED,

By: Aladdin Capital Management LLC  
as Manager

By: /s/ Joseph Moroney  
Name: Joseph Moroney, CFA  
Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

LANDMARK III CDO LIMITED,

By: Aladdin Capital Management LLC  
as Manager

By: /s/ Joseph Moroney  
Name: Joseph Moroney, CFA  
Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

NOMURA BOND & LOAN

By: UFJ Trust Bank Limited  
as Trustee

By: Nomura Corporate Research and  
Asset Management Inc.  
as Attorney in Fact

By: /s/ Rick Stewart  
Name: Rick Stewart  
Title: Managing Director

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

CLYDESDALE CLO 2001-1, LTD.

By: Nomura Corporate Research and  
Asset Management Inc.  
as Collateral Manager

By: /s/ Rick Stewart  
Name: Rick Stewart  
Title: Managing Director

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

TRUMBULL THC, Ltd.

By: /s/ Michelle Manning  
Name: Michelle Manning  
Title: Attorney in Fact

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

Toronto Dominion (New York) Inc.

By: /s/ Michelle Manning  
Name: Michelle Manning  
Title: Vice President

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

CSAM FUNDING I

By: /s/ David H. Lerner  
Name: David H. Lerner  
Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

CSAM FUNDING II

By: /s/ David H. Lerner  
Name: David H. Lerner  
Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

CSAM FUNDING III

By: /s/ David H. Lerner  
Name: David H. Lerner  
Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

ATRIUM CDO

By: /s/ David H. Lerner  
Name: David H. Lerner  
Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

FIRST DOMINION FUNDING III

By: /s/ David H. Lerner  
Name: David H. Lerner  
Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

INDOSUEZ CAPITAL FUNDING VI,  
LIMITED

By: Indosuez Capital as Collateral Manager

By: /s/ Jack C. Henry  
Name: Jack C. Henry  
Title: Principal

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

DEUTSCHE BANK TRUST COMPANY AMERICAS

By: /s/ Marco Orlando  
Name: Marco Orlando  
Title: Director

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

METLIFE

By: /s/ James R. Dingler  
Name: James R. Dingler  
Title: Director

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

LCMI LIMITED PARTNERSHIP, As Lender

By: Lyon Capital Management LLC,  
as Collateral Manager

By: /s/ Alex Kenna  
Name: Alex Kenna  
Title: Portfolio Manager

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

FRANKLIN FLOATING RATE TRUST

By: /s/ Tyler Chan  
Name: Tyler Chan  
Title: Assistant Vice President

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

FRANKLIN FLOATING RATE MASTER SERIES

By: /s/ Tyler Chan  
Name: Tyler Chan  
Title: Assistant Vice President

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

FRANKLIN FLOATING RATE DAILY ACCESS FUND

By: /s/ Tyler Chan  
Name: Tyler Chan  
Title: Assistant Vice President

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

FRANKLIN CLO II, LIMITED

By: /s/ Tyler Chan  
Name: Tyler Chan  
Title: Assistant Vice President

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

FRANKLIN CLO III, LIMITED

By: /s/ Tyler Chan  
Name: Tyler Chan  
Title: Assistant Vice President

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

FRANKLIN CLO IV, LIMITED

By: /s/ Tyler Chan  
Name: Tyler Chan  
Title: Assistant Vice President

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

FRANKLIN TOTAL RETURN FUND

By: /s/ Tyler Chan  
Name: Tyler Chan  
Title: Assistant Vice President

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

FRANKLIN TEMPLETON LIM. DURATION INCOME TRUST

By: /s/ Tyler Chan  
Name: Tyler Chan  
Title: Assistant Vice President

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

IKB CAPITAL CORPORATION

By: /s/ David Snyder  
Name: David Snyder  
Title: President

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

BLACKROCK LIMITED DURATION INCOME TRUST

By: /s/ Mark J. Williams  
Name: Mark J. Williams  
Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

MAGNETITE IV CLO, LIMITED

By: /s/ Mark J. Williams  
Name: Mark J. Williams  
Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

MAGNETITE V CLO, LIMITED

By: /s/ Mark J. Williams  
Name: Mark J. Williams  
Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

PACIFICA CDO II, LTD.

By: Alcentra Inc., as its Investment Manager

By: /s/ Dean K. Kawai  
Name: Dean K. Kawai  
Title: Vice President

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

PACIFICA PARTNERS I LP

By: Alcentra Inc., as its Investment Manager

By: /s/ Dean K. Kawai  
Name: Dean K. Kawai  
Title: Vice President

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

MOUNTAIN CAPITAL CLO II LTD.

By: /s/ Chris Siddons  
Name: Chris Siddons  
Title: Director



SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

NATEXIS BANQUES POPULAIRES

By: /s/ William J. Burke  
Name: William J. Burke  
Title: Vice President

By: /s/ Michael J. Storms  
Name: Michael J. Storms  
Title: Associate

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:  
FLOATING RATE HIGH INCOME

FIDELITY ADVISOR SERIES II: FIDELITY ADVISOR  
FUND

By: /s/ John H. Costello  
Name: John H. Costello  
Title: Assistant Treasurer

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

LAGUNA FUNDING LLC

By: /s/ Diana M. Himes  
Name: Diana M. Himes  
Title: Assistant Vice President

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

RIVIERA FUNDING LLC

By: /s/ Diana M. Himes  
Name: Diana M. Himes  
Title: Assistant Vice President

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

STANWICH LOAN FUNDING LLC

By: /s/ Diana M. Himes  
Name: Diana M. Himes  
Title: Assistant Vice President

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

WINGED FOOT FUNDING TRUST

By: /s/ Diana M. Himes  
Name: Diana M. Himes  
Title: Assistant Vice President

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

JUPITER FUNDING TRUST

By: /s/ Diana M. Himes  
Name: Diana M. Himes  
Title: Assistant Vice President

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

TRANSAMERICA BUSINESS CAPITAL CORP.

By: /s/ Stephen Goetschius  
Name: Stephen Goetschius  
Title: Senior Vice President

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

AERIES FINANCE-II LTD.

By: Patriarch Partners X, LLC, its Managing Agent

By: /s/ Lynn Tilton  
Name: Lynn Tilton  
Title: Manager

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

CERES II FINANCE LTD.

By: Patriarch Partners IX, LLC, its Managing Agent

By: /s/ Lynn Tilton  
Name: Lynn Tilton  
Title: Manager

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

CALLIDUS DEBT PARTNERS CLO FUND II, LTD.

By: Its Collateral Manager, Callidus Capital  
Management, LLC

By: /s/ Wayne Mueller  
Name: Wayne Mueller  
Title: Managing Director

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

LONGHORN CDO (CAYMAN) LTD.

By: Merrill Lynch Investment Managers, L.P.  
as Investment Advisor

By: /s/ Anthony Heyman  
Name: Anthony Heyman

Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

LONGHORN CDO II, LTD.

By: Merrill Lynch Investment Managers, L.P.  
as Investment Advisor

By: /s/ Anthony Heyman  
Name: Anthony Heyman  
Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

LONGHORN CDO III, LTD.

By: Merrill Lynch Investment Managers, L.P.  
as Investment Advisor

By: /s/ Anthony Heyman  
Name: Anthony Heyman  
Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

MASTER SENIOR FLOATING RATE TRUST

By: /s/ Anthony Heyman  
Name: Anthony Heyman  
Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

MERRILL LYNCH PRIME RATE PORTFOLIO

By: Merrill Lynch Investment Managers, L.P.  
as Investment Advisor

By: /s/ Anthony Heyman  
Name: Anthony Heyman  
Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

MERRILL LYNCH GLOBAL INVESTMENT  
SERIES: BANK LOAN INCOME PORTFOLIO

By: Merrill Lynch Investment Managers, L.P.  
as Investment Advisor

By: /s/ Anthony Heyman  
Name: Anthony Heyman  
Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT

NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

GENERAL ELECTRIC CAPITAL CORPORATION

By: /s/ Thomas Lauer  
Name: Thomas Lauer  
Title: Vice President

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

BRAYMOOR & CO.

By: Bear Stearns Asset Management, Inc.  
as its attorney-in-fact

By: /s/ Niall D. Rosenzweig  
Name: Niall D. Rosenzweig  
Title: Associate Director

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

GALLATIN FUNDING I LTD.

By: Bear Stearns Asset Management, Inc.  
as its Collateral Manager

By: /s/ Niall D. Rosenzweig  
Name: Niall D. Rosenzweig  
Title: Associate Director

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

GRAYSTON CLO 2001-01 LTD.

By: Bear Stearns Asset Management, Inc.  
as its Collateral Manager

By: /s/ Niall D. Rosenzweig  
Name: Niall D. Rosenzweig  
Title: Associate Director

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

COLUMBUS LOAN FUNDING, LTD. TRAVELERS ASSET  
MANAGEMENT INTERNATIONAL COMPANY LLC

By: /s/ John O'Connell  
Name: John O'Connell  
Title:

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

CITIGROUP INVESTMENTS CORPORATE LOAN FUND INC. TRAVELERS  
ASSET MANAGEMENT INTERNATIONAL COMPANY LLC

By: /s/ John O'Connell  
Name: John O'Connell  
Title:

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

ARCHIMEDES FUNDING IV (CAYMAN),  
LTD.

By: ING Capital Advisors LLC, as Collateral Manager

By: /s/ Philip C. Robbins  
Name: Philip C. Robbins  
Title: Vice President

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

BALANCED HIGH YIELD FUND II, LTD.

By: ING Capital Advisors LLC, as Asset Manager

By: /s/ Philip C. Robbins  
Name: Philip C. Robbins  
Title: Vice President

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

ORYX CLO, LTD.

By: ING Capital Advisors LLC, as Collateral Manager

By: /s/ Philip C. Robbins  
Name: Philip C. Robbins  
Title: Vice President

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

NEMEAN CLO, LTD.

By: ING Capital Advisors LLC, as Investment Manager

By: /s/ Philip C. Robbins  
Name: Philip C. Robbins  
Title: Vice President

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

SEQUILS-ING I (HBDGM), LTD.

By: ING Capital Advisors LLC, as Collateral Manager

By: /s/ Philip C. Robbins  
Name: Philip C. Robbins  
Title: Vice President

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

OAK HILL CREDIT PARTNERS I, LIMITED

By: Oak Hill CLO Management I, LLC  
as Investment Manager

By: /s/ Scott D. Krase  
Name: Scott D. Krase  
Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

OAK HILL CREDIT PARTNERS II, LIMITED

By: Oak Hill CLO Management II, LLC  
as Investment Manager

By: /s/ Scott D. Krase  
Name: Scott D. Krase  
Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

OAK HILL CREDIT PARTNERS III, LIMITED

By: Oak Hill CLO Management III, LLC  
as Investment Manager

By: /s/ Scott D. Krase  
Name: Scott D. Krase  
Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

GALAXY CLO 2003-1, LTD.

By: AIG Global Investment Corp.  
as Investment Advisor

By: /s/ W. Jeffrey Baxter  
Name: W. Jeffrey Baxter  
Title: Vice President

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

SUNAMERICA LIFE INSURANCE  
COMPANY

By: AIG Global Investment Corp.  
as Investment Advisor

By: /s/ W. Jeffrey Baxter  
Name: W. Jeffrey Baxter  
Title: Vice President

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

GALAXY CLO 1999-1, LTD.

By: AIG Global Investment Corp.  
as Collateral Manager

By: /s/ W. Jeffrey Baxter  
Name: W. Jeffrey Baxter  
Title: Vice President

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

VENTURE II CDO 2002, LIMITED

By: its investment advisor, MJX Asset Management, LLC.

By: /s/ Kenneth Ostmann  
Name: Kenneth Ostmann  
Title: Director

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

VENTURE CDO 2002, LIMITED

By: its investment advisor, MJX Asset Management, LLC.

By: /s/ Kenneth Ostmann  
Name: Kenneth Ostmann  
Title: Director

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

PROTECTIVE LIFE INSURANCE COMPANY

By: /s/ Diane S. Griswold  
Name: Diane S. Griswold  
Title: Assistant Vice President

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

TRS ECLIPSE LLC

By: /s/ Deborah O'Keefe  
Name: Deborah O'Keefe  
Title: Vice President

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

MAPLEWOOD (CAYMAN) LIMITED

By: David L. Babson & Company Inc. under delegated  
authority from Massachusetts Mutual Life Insurance  
Company as Investment Company as Investment Manager

By: /s/ Glenn P. Duffy, CFA  
Name: Glenn P. Duffy, CFA  
Title: Managing Director

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

MASSACHUSETTS MUTUAL LIFE  
INSURANCE COMPANY

By: David L. Babson & Company Inc. as Investment Adviser

By: /s/ Glenn P. Duffy, CFA  
Name: Glenn P. Duffy, CFA  
Title: Managing Director

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

NEWTON CDO LTD.

By: David L. Babson & Company Inc. as Investment  
Manager

By: /s/ Glenn P. Duffy, CFA  
Name: Glenn P. Duffy, CFA  
Title: Managing Director

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

SIMSBURY CLO, LIMITED

By: David L. Babson & Company Inc. under delegated  
authority from Massachusetts Mutual Life Insurance  
Company as Collateral Manager

By: /s/ Glenn P. Duffy, CFA  
Name: Glenn P. Duffy, CFA  
Title: Managing Director

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

SUFFIELD CLO, LIMITED

By: David L. Babson & Company Inc. as Collateral  
Manager

By: /s/ Glenn P. Duffy, CFA  
Name: Glenn P. Duffy, CFA  
Title: Managing Director

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

BILL & MELINDA GATES FOUNDATION

By: David L. Babson & Company Inc. as Investment  
Manager

By:/s/ Glenn P. Duffy, CFA  
Name: Glenn P. Duffy, CFA  
Title: Managing Director

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

ELC (CAYMAN) LTD. 2000-I  
TRYON CLO LTD. 2000-I

By: David L. Babson & Company Inc. as



Collateral Manager

By: /s/ Glenn P. Duffy, CFA  
Name: Glenn P. Duffy, CFA  
Title: Managing Director

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

FLAGSHIP CLO II

By: Flagship Capital Management, Inc.

By: /s/ Eric S. Meyer  
Name: Eric S. Meyer  
Title: Director

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

FLAGSHIP CLO 2001-1

By: Flagship Capital Management, Inc.

By: /s/ Eric S. Meyer  
Name: Eric S. Meyer  
Title: Director

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

AVALON CAPITAL LTD.

By: INVESCO Senior Secured Management, Inc. as  
Portfolio Advisor

By: /s/ Gregory Stoeckle  
Name: Gregory Stoeckle  
Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

AVALON CAPITAL LTD. 2

By: INVESCO Senior Secured Management, Inc. as  
Portfolio Advisor

By: /s/ Gregory Stoeckle  
Name: Gregory Stoeckle  
Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

OASIS COLLATERALIZED HIGH INCOME  
PORTFOLIOS-1, LTD.

By: INVESCO Senior Secured Management, Inc. as  
Sub-Advisor

By: /s/ Gregory Stoeckle  
Name: Gregory Stoeckle  
Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

CHARTER VIEW PORTFOLIO

By: INVESCO Senior Secured Management, Inc. as  
Investment Advisor

By: /s/ Gregory Stoeckle  
Name: Gregory Stoeckle  
Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

DIVERSIFIED CREDIT PORTFOLIO LTD.

By: INVESCO Senior Secured Management, Inc. as  
Investment Advisor

By: /s/ Gregory Stoeckle  
Name: Gregory Stoeckle  
Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

AIM FLOATING RATE FUND

By: INVESCO Senior Secured Management, Inc. as  
Sub-Advisor

By: /s/ Gregory Stoeckle  
Name: Gregory Stoeckle  
Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

INVESCO EUROPEAN CDO I S.A.

By: INVESCO Senior Secured Management, Inc. as  
Collateral Advisor

By: /s/ Gregory Stoeckle  
Name: Gregory Stoeckle  
Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

INVESCO CBO 2000-1 LTD.

By: INVESCO Senior Secured Management, Inc. as  
Portfolio Advisor

By: /s/ Gregory Stoeckle  
Name: Gregory Stoeckle  
Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

SEQUILS-LIBERTY, LTD.

By: INVESCO Senior Secured Management, Inc. as  
Collateral Manager

By: /s/ Gregory Stoeckle  
Name: Gregory Stoeckle  
Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

SARATOGA CLO I, LIMITED

By: INVESCO Senior Secured Management, Inc. as the  
Asset Manager

By: /s/ Gregory Stoeckle  
Name: Gregory Stoeckle  
Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

SAGAMORE CLO LTD.

By: INVESCO Senior Secured Management, Inc. as  
Collateral Manager

By: /s/ Gregory Stoeckle  
Name: Gregory Stoeckle  
Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

OAK HILL CREDIT PARTNERS III, LIMITED  
(fka Dolphin Investment Co., Ltd.)

By: Oak Hill CLO Management III, LLC  
as Investment Manager

By: /s/ Scott D. Krase  
Name: Scott D. Krase  
Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

NATIONAL CITY

By: /s/ Christopher J. Hetz  
Name: Christopher J. Hetz  
Title: Assistant Vice President

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

ALLSTATE LIFE INSURANCE COMPANY

By: /s/ Robert B. Bodett  
Name: Robert B. Bodett  
Title: Authorized Signatory

By: /s/ Mark Cloghessy  
Name: Mark Cloghessy  
Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

AIMCO CDO SERIES 2000-A

By: /s/ Robert B. Bodett  
Name: Robert B. Bodett  
Title: Authorized Signatory

By: /s/ Mark Cloghessy  
Name: Mark Cloghessy  
Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

AIMCO CLO SERIES 2001-A

By: /s/ Robert B. Bodett  
Name: Robert B. Bodett  
Title: Authorized Signatory

By: /s/ Mark Cloghessy  
Name: Mark Cloghessy  
Title: Authorized Signatory

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

SENIOR DEBT PORTFOLIO

By: Boston Management and Research  
as Investment Advisor

By: /s/ Michael B. Botthof  
Name: Michael B. Botthof  
Title: Vice President

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

EATON VANCE SENIOR INCOME TRUST

By: Eaton Vance Management  
as Investment Advisor

By: /s/ Michael B. Botthof  
Name: Michael B. Botthof  
Title: Vice President

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

EATON VANCE INSTITUTIONAL LOAN  
FUND

By: Eaton Vance Management  
as Investment Advisor

By: /s/ Michael B. Botthof  
Name: Michael B. Botthof  
Title: Vice President

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

OXFORD STRATEGIC INCOME FUND

By: Eaton Vance Management  
as Investment Advisor

By: /s/ Michael B. Botthof  
Name: Michael B. Botthof  
Title: Vice President

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

EATON VANCE CDO III, LTD.

By: Eaton Vance Management  
as Investment Advisor

By: /s/ Michael B. Botthof  
Name: Michael B. Botthof  
Title: Vice President

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

EATON VANCE CDO IV, LTD.

By: Eaton Vance Management  
as Investment Advisor

By: /s/ Michael B. Botthof  
Name: Michael B. Botthof  
Title: Vice President

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

COSTANTINUS EATON VANCE CDO V,  
LTD.

By: Eaton Vance Management  
as Investment Advisor

By: /s/ Michael B. Botthof  
Name: Michael B. Botthof  
Title: Vice President

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

EATON VANCE CDO VI LTD.

By: Eaton Vance Management  
as Investment Advisor

By: /s/ Michael B. Botthof  
Name: Michael B. Botthof  
Title: Vice President

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

GRAYSON & CO.

By: Boston Management and Research  
as Investment Advisor

By: /s/ Michael B. Botthof  
Name: Michael B. Botthof  
Title: Vice President

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

BIG SKY SENIOR LOAN FUND, LTD.

By: Eaton Vance Management  
as Investment Advisor

By: /s/ Michael B. Botthof  
Name: Michael B. Botthof  
Title: Vice President

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

EATON VANCE VT FLOATING-RATE  
INCOME FUND

By: Eaton Vance Management  
as Investment Advisor

By: /s/ Michael B. Botthof  
Name: Michael B. Botthof  
Title: Vice President

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

EATON VANCE LIMITED DURATION  
INCOME FUND

By: Eaton Vance Management  
as Investment Advisor

By: /s/ Michael B. Botthof  
Name: Michael B. Botthof  
Title: Vice President

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

TOLLI & CO.

By: Eaton Vance Management  
as Investment Advisor

By: /s/ Michael B. Botthof  
Name: Michael B. Botthof  
Title: Vice President

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

SEQUILS - CENTURION V, LTD.

By: American Express Asset Management Group Inc., as  
Collateral Manager

By: /s/ Leanne Stavrakis  
Name: Leanne Stavrkais  
Title: Director - Operations

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

CENTURION CDO VI, LTD.

By: American Express Asset Management Group Inc., as  
Collateral Manager

By: /s/ Leanne Stavrakis  
Name: Leanne Stavrakis  
Title: Director - Operations

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

CENTURION CDO II, LTD.

By: American Express Asset Management Group Inc., as  
Collateral Manager

By: /s/ Leanne Stavrakis  
Name: Leanne Stavrakis  
Title: Director - Operations

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

AMERICAN EXPRESS CERTIFICATE  
COMPANY

By: American Express Asset Management Group Inc., as  
Collateral Manager

By: /s/ Yvonne Stevens  
Name: Yvonne Stevens  
Title: Senior Managing Director

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

IDS LIFE INSURANCE COMPANY

By: American Express Asset Management Group Inc., as  
Collateral Manager

By: /s/ Yvonne Stevens  
Name: Yvonne Stevens  
Title: Senior Managing Director

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

DRYDEN IV LEVERAGED LOAN CDO 2003

By: Prudential Investment Management, Inc.,  
as attorney-in-fact

By: /s/ Jill Baum  
Name: Jill Baum  
Title: Vice President

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

CREDIT LYONNAIS NEW YORK BRANCH

By: /s/ Alex Averbulch  
Name: Alex Averbulch  
Title: Vice President

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

KZH CYPRESSTREE-1 LLC

By: /s/ Dorian Herrera  
Name: Dorian Herrera  
Title: Authorized Agent

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

KZH ING-2 LLC

By: /s/ Dorian Herrera  
Name: Dorian Herrera  
Title: Authorized Agent

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

KZH SOLEIL-2 LLC

By: /s/ Dorian Herrera  
Name: Dorian Herrera  
Title: Authorized Agent

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

KZH STERLING LLC

By: /s/ Dorian Herrera  
Name: Dorian Herrera  
Title: Authorized Agent

SIGNATURE PAGE TO AMENDMENT  
NO. 1 AND AGREEMENT DATED AS  
OF DECEMBER 17, 2003,

NAME OF INSTITUTION:

FIFTH THIRD BANK, EASTERN MICHIGAN

By: /s/ Thomas J. Kesser  
Name: Thomas J. Kesser  
Title: Vice President