

an agreement that requests for similar documents will be treated in a similar manner. The fact that Highbridge responds or objects to a particular document request shall not be interpreted as implying that Highbridge acknowledges the propriety of that request. Highbridge submits these General Responses and Objections without conceding the competency, relevancy, materiality or admissibility of the subject matter of any document or information requested by the Subpoena.

12. Highbridge's Responses and Objections to the Subpoena shall not constitute a waiver of any applicable objection and is without prejudice to Highbridge's right to object later that the production of any such document was inadvertent.

13. Highbridge objects to the Subpoena to the extent that it calls for the production of information equally available from another source, or is currently or was previously in the possession, custody, or control of any party to the arbitration. Highbridge shall not furnish such information. Without limiting the foregoing, Highbridge shall not produce any documents exchanged by the parties in connection with the matter entitled Zwirn v. Corbin Capital Partners, L.P. et al., Index No. 08/603382.

Objections to Definitions

1. Highbridge objects to the Definitions to the extent that they purport to impose obligations on Highbridge not required by the New York Civil Practice Law and Rules, the Federal Rules of Civil Procedure, the JAMS Comprehensive Arbitration Rules and Procedures, or any other applicable statute, rule or case law.

2. Highbridge objects to the definition of "Glenn Dubin" as vague, overbroad, and unduly burdensome, particularly insofar as it includes "any representative, agent or anyone else acting on his behalf."