

sum or obligation is unascertained, X may in good faith estimate that sum or obligation and set off in respect of that estimate, subject to X or Y, as the case may be, accounting to the other party when such sum or obligation is ascertained.

Nothing in this Agreement shall be effective or deemed to create any charge under English law.

- (h) **Recording of Conversation.** Each party to this Agreement acknowledges and agrees to the tape recording of conversations between the parties to this Agreement whether by one or other or both of the parties.
- (i) **Investment Manager as Agent.** Party B represents and warrants that Highbridge Capital Management, LLC (the "Trading Manager") has the full power and authority to commit Party B to Transactions and conclude such Transactions on Party B's behalf on such terms and conditions as the Trading Manager may determine in its absolute discretion. Unless previously notified in writing by Party B, Party A may rely on all representations and warranties of and actions by the Trading Manager in relation to any such Transactions. For these purposes, Party B agrees to fully and unconditionally indemnify Party A for any and all losses, damages, costs and expenses directly sustained by Party A (including those incurred in unwinding any relevant hedging transactions) by reason of (i) its bona fide reliance on the appointment by Party B of the Trading Manager as Party B's agent to enter into Transactions on its behalf, irrespective of the invalidity, unenforceability, termination or revocation of such appointment (unless previously notified in writing by Party B) or breach by the Trading Manager of its terms or (ii) as a direct result of Party A's bona fide reliance upon the instructions, actions or ostensible authority of the Trading Manager.
- (j) **Credit Suisse First Boston Corporation as Agent.** If Party A with respect to any Transaction hereunder, is relying on Rule 15a-6 ("Rule 15a-6") under the Securities Exchange Act of 1934 (the "Exchange Act") the following terms and conditions shall apply to such Transaction:
- (i) Credit Suisse First Boston Corporation, as a broker-dealer registered with the U.S. Securities and Exchange Commission ("SEC"), will arrange such Transaction as facilitating agent for each of the parties and will be responsible to the extent required under Rule 15a-6, for (a) effecting such Transaction, on behalf of Party A, (b) issuing all required confirmations and statements to Buyer and Seller in compliance with Rule 15c3-1 under the Securities Exchange Act of 1934 (the "Exchange Act"), (c) maintaining books and records relating to such Transaction as required by Rules 17a-3 and 17a-4 under the Exchange Act, and (d) if requested by Party A or Party B receiving, delivering and safeguarding such party's funds and securities in connection with such Transaction in compliance with Rule 15c3-3 under the Exchange Act. Notwithstanding the foregoing, the parties agree that Credit Suisse First Boston Corporation shall not be deemed by virtue of its role as facilitating agent hereunder to be holding any Securities on behalf of either party.
- (ii) Regardless of whether Party A is relying on Rule 15a-6 with respect to any Transaction hereunder, Credit Suisse First Boston Corporation is participating in such Transaction solely as facilitating agent for the parties. Credit Suisse First Boston Corporation shall have no responsibility or personal liability to either party arising from any failure by a party to pay or perform any obligations hereunder, or to monitor or enforce compliance by a party with any obligation hereunder, including, without limitation, any obligation to maintain margin. Each party agrees to proceed solely against the other to collect or recover any securities or moneys owing to it in connection with or as a result of such Transaction or otherwise hereunder. Credit Suisse First Boston Corporation shall otherwise have no liability in respect of this Agreement or such Transaction except for its gross negligence or wilful misconduct, or its failure to comply with applicable U.S. securities laws and regulations, in performing its duties as facilitating agent hereunder.
- (k) **Definitions.** Section 14 shall be amended by including the following definition:
- "Net Asset Value"** is determined by aggregating the value of all securities and other assets of a party including assets in foreign currencies converted into U.S. Dollars and subtracting all of a party's liabilities based on the accrual method of accounting.