

- (l) **Waiver of Right to Trial by Jury.** Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or proceeding relating to this Agreement or any Credit Support Document. Each party (i) certifies that no representative, agent or attorney of the other party or any Credit Support Provider has represented, expressly or otherwise, that such other party would not, in the event of such a suit action or proceeding, seek to enforce the foregoing waiver and (ii) acknowledges that it and the other party have been induced to enter into this Agreement and provide for any Credit Support Document, as applicable by, among other things, the mutual waivers and certifications in this Section.

- (m) **Limited Recourse Language** Notwithstanding anything to the contrary contained in this Agreement or any schedule, addendum, confirmation or other document issued or delivered in connection with any Transaction entered into under this Agreement, except as provided in (c) below, any amounts owed or liabilities incurred by Party B, in respect of any Transaction entered into under this Agreement, may be satisfied solely from those assets of Party B that are subject to the investment discretion of the Investment Adviser. Without limiting the generality of the foregoing, in no event shall Party A, or any of its affiliates have recourse whether by setoff or otherwise, with respect to any such amounts owed or liabilities incurred, to or against (a) any assets of any person or entity (including, without limitation, any person or entity whose account is under the management of the Investment Adviser) other than those assets of Party B that are subject to the investment discretion of the Investment Adviser and except as provided in (c) below, (b) any assets of any affiliates of Party B, or (c) any assets of the Investment Adviser (except to the extent that the Investment Adviser has committed fraud, gross negligence or acted outside of the investment authority of the Investment Adviser and Party A or Party B are injured thereby).

- (n) **Party B Right to Terminate.** Party B, which shall be the sole Affected Party, may in its sole discretion and at any time, terminate a Transaction by providing notice to Party A which designates as an Early Termination Date (with respect to the sole Affected Transaction only) a day not earlier than the day such notice is effective. In addition to the manners of notice provided under Section 12(a) of the Agreement, Party B may provide such notice of Termination to Party A orally (Attention: Head of Credit Risk Management, CSFBEL). Such oral notice will be deemed effective when given if such day is a Local Business Day or, if such day is not a Local Business Day, the next Local Business Day. The transaction so designated shall be the only Affected Transaction.

- (o) **Basket Swap Terms.** Attached hereto and made a part hereof is the 2001 Basket Swaps (Standard Terms).

- (p) **Physical Delivery of Shares or Bonds.** Attached hereto and made part hereof is the Addendum to Schedule to 1992 ISDA Master Agreement relating to Physical Delivery of Shares or Bonds.