

- 5.5 If CSFB and Counterparty agree (both acting reasonably) that there has been, within the term of a Contract or the 6 months following distribution date, a change in any applicable law or regulation (or a change in the interpretation or application by any court, governmental or other authority of such law or regulation) which has the effect of reducing or increasing the amount of the ordinary cash dividend per Security actually due to the Counterparty had it been an actual holder of a Security, CSFB may adjust the Dividend Percentage with immediate effect by notice in writing to the Counterparty. If any such change is to take effect prior to the date upon which CSFB gives such notice, CSFB may make such adjustments to the payment obligations of the parties in respect of any Contract to which it considers such change applies. In the event that the Contract shall have been previously closed, the Counterparty and CSFB shall indemnify each other in respect of any such change on a full indemnity basis.

## 6. CORPORATE ACTIONS

- 6.1 Upon becoming aware of the occurrence of any Merger Event (defined below) with respect to any issuer of the Securities which are the subject of any Contract hereunder, CSFB shall notify Counterparty of such Merger Event and where the consideration for the Securities consists:

- (i) (or at the option of the holder of the Securities, may consist) solely of shares (whether of the offeror or a third party) ("**New Shares**") then on or after the Merger Event, the number of New Shares to which a holder of Securities would be entitled upon consummation of the Merger Event shall be deemed to be the Contract Quantity and the New Shares, the Securities;
- (ii) solely of cash and/or any securities (other than New Shares) or assets (whether of the offeror or a third party) ("**Other Consideration**") then on or after the Merger Event, the amount of Other Consideration shall be deemed to be the Contract Quantity; or
- (iii) of New Shares in combination with Other Consideration then on or after the Merger Event, the number of New Shares and the Amount of Other Consideration shall together be deemed to be the Contract Quantity,

and in either of the above, CSFB will adjust any relevant terms of the Contract as it deems necessary.

- 6.2 "Merger Event" means, in respect of the Securities which are the subject of one or more Contracts hereunder, any:

- (i) reclassification or change of such Securities that results in a transfer of or an irrevocable commitment to transfer all of the outstanding shares of such Securities;
- (ii) consolidation, amalgamation or merger of the issuer of the Securities with or into another entity (other than a consolidation, amalgamation or merger in