

which such issuer is the continuing entity and which does not result in reclassification or change of all of the outstanding Securities); or

- (iii) other takeover offer for the Securities that results in a transfer of or an irrevocable commitment to transfer all of the Securities (other than such Securities owned or controlled by the offeror), in each case if the Merger Date (defined below) is on or before the Closing Date.

6.3 "Merger Date" means, in respect of any Merger Event, the date upon which holders of the necessary number of Securities (other than, in the case of a takeover offer, shares of such Securities owned or controlled by the offeror) have agreed or have irrevocably become obligated to transfer their Securities.

7. SUSPENSION AND LIQUIDATION

7.1 If on any Business Day, trading on an Exchange is suspended in the Security which forms the subject of a Contract, or if CSFB reasonably determines that a Market Disruption Event has occurred and is continuing, the Market Price for the Security shall be determined at the Close of Business as the last traded price on the day such suspension or Market Disruption Event occurs. If such day is a Closing Date, then the Closing Date shall be the first succeeding Business Day on which the Security is traded on the Exchange. CSFB shall then in good faith and in a commercially reasonable manner determine the Closing Price for the Security.

7.2 If at any time trading on an Exchange in the Security is suspended for a period of ten days or more, then either party may terminate the Contract (with notice to the other party). CSFB and Counterparty shall then, in good faith and in a commercially reasonable manner, agree on a Closing Date and Closing Price. The provisions of Section 8 shall otherwise apply.

7.3 If at any time prior to the Closing Date, the issuer of a Security shall have entered into insolvency or liquidation proceedings (whether following suspension or otherwise), then the Closing Date shall be deemed to be the date on which the liquidator or official receiver gives notice of the final distribution to the holders of shares in the insolvent issuer. If no such distribution is declared, the Closing Date shall be deemed to be the date of the final declaration of dividends to the unsecured creditors of the insolvent issuer. The Closing Price of the Security for the purposes of Section 8 shall be equal to the amount receivable through the distribution to each such holder of each share held by it or, if none, zero.

8. CONTRACT CLOSING AND MATURITY

8.1 On any Business Day when CSFB or the Counterparty wishes to close any Contract (whether in whole or in part), it shall give notice of that fact to the other party (by telephone or otherwise) specifying the Security and the proportion of such Contract it wishes to close.

8.2 CSFB shall then calculate and notify the Counterparty of the Closing Price (by telephone or otherwise). The Counterparty shall not later than the Close of Business