remainder of the Contract Quantity shall continue to be governed by this Contract, until closed.

9. CALCULATION AND SETTLEMENT OF PAYMENTS

9.1 All payments made under a Contract shall be made in accordance with the account details specified in the relevant Confirmation.

9.2 All payments shall be in the Contract Currency.

10. TERMINATION FOR HEDGING/AUTOMATIC TERMINATION

10.1 Should CSFB wish to borrow a Security and either is unable to do so, or if CSFB's ability to do so becomes, in the reasonable opinion of CSFB, materially impaired or restricted at any time for whatever reason including, without limitation, for reasons of price or availability), then CSFB shall notify the Counterparty. On the Counterparty's request, CSFB shall provide reasonable evidence of such circumstances. CSFB's determination of impairment, however, shall be conclusive.

10.2 At any time following such notification, CSFB may, at its election, close the Contract, in whole or in part, and/or adjust the Spread to compensate CSFB for any increase in costs or risks. CSFB shall give the Counterparty notice of its action, including the Closing Price and Spread (to be determined by CSFB in its own discretion), and, if relevant, the date of notice shall serve as the Closing Date. Sections 8.3 and 8.4 shall apply.

10.3 Where a Contract references Securities which are convertible instruments ("Convertible") such Contract shall terminate automatically upon the effective date of a conversion (or however described in the terms of such Convertible, "Conversion Date") and such Conversion Date of the Convertible shall be deemed to be the Termination Date in respect of such Contract.

11. ADDITIONAL REPRESENTATIONS AND AGREEMENTS

11.1 Each party represents to the other party:

    (i)   that it is an "eligible contract participant" as defined in the U.S. Commodity Exchange Act, as amended ("CEA");

    (ii)   that neither these Standard Terms nor any Securities Swap has been executed or traded on a "trading facility" as such term is defined in the CEA;

    (iii)   that each contract under these Standard Terms is a "swap agreement", and not a "security," for purposes of securities law;

    (iv)   that it is entering into these Standard Terms (and each Securities Swap thereunder) as principal, and not as agent or in any other capacity, fiduciary or otherwise;