

DSAM AGREEMENT

THIS AGREEMENT (the "**Agreement**"), dated as of _____, 2007, is by and among (a) Dubin & Swieca Asset Management, LLC, a Delaware limited liability company ("**DSAM**"), (b) DBZ GP, LLC, a Delaware limited liability company ("**DBZ GP**"), D.B. Zwirn & Co., L.P., a Delaware limited partnership, ("**DBZ LP**"), D.B. Zwirn Partners, LLC, a Delaware limited liability company ("**DBZ Partners**"), and D.B. Zwirn Asia Partners, LLC ("**DBZ Asia Partners**"), and with DBZ GP, DBZ LP and DBZ Partners referred to collectively as "**DBZ**") and (c) Zwirn Holdings, LLC, a [Delaware] limited liability company ("**Zwirn Holdings**"), and with DBZ, the "**DBZ Parties**") (collectively, the "**Parties**").

WHEREAS, DSAM, pursuant to those several agreements listed on Exhibit A hereto (collectively, the "**Operating and Partnership Agreements**"), owns certain interests in DBZ as follows: [DBZ GP: thirty-one (31) percent; DBZ LP: thirty and 54/100 (30.54) percent; DBZ Partners: thirty-one (31) percent; and DBZ Asia Partners: thirty-one (31) percent] (the "**Interests**");

WHEREAS, disputes have arisen between the Parties concerning the Interests;

WHEREAS, the Parties desire to resolve all claims and disputes relating to the Interests;

WHEREAS, the Parties have agreed upon a schedule of payments from DBZ to DSAM to resolve the claims and disputes relating to the Interests; and

WHEREAS, DSAM does not receive through its Interest any fees accruing from DBZ LP's management of HCM/Z Special Opportunities LLC.

NOW, THEREFORE, the Parties agree as follows:

Section 1. *Controlling Document.* Notwithstanding anything set forth in the Operating and Partnership Agreements, or any other agreement among the Parties, in each case with respect to the Interests, in the event of any conflict or inconsistency between this Agreement, the Operating and Partnership Agreements or any other applicable agreement relating to the Interests, the terms of this Agreement as set forth herein shall prevail.

Section 2. *Payments to DSAM.*

(A) DSAM hereby relinquishes and terminates all of DSAM's Interests, including all related capital accounts, equity or other interests, together with any and all other equity or other interests of DSAM or its Affiliates in any of the Affiliates of DBZ.

(B) In return for DSAM's Interests and the releases in Section 7 hereof, DBZ shall pay to DSAM, or to an escrow agent identified by DSAM, \$30,120,000, which amount shall be paid in installments of \$3,120,000 due on September 7, 2007, \$9,500,000 due on January 31, 2008 and \$17,500,000 due on January 31, 2009 (each, a "**Payment Installment**" and collectively, the "**Payment Installments**"). Amounts payable under this Agreement are based upon DSAM's outstanding capital account balances as of December 31, 2006 and accelerated 2005 deferred fees

owed to DSAM, which DBZ hereby represents, in each case, do not reflect any fees accruing from DBZ LP's management of HCM/Z Special Opportunities LLC. The obligation to pay all such Payment Installments shall be the joint and several obligations of each of DBZ GP, DBZ LP, DBZ Partners and DBZ Asia Partners; each of DBZ GP, DBZ LP, DBZ Partners and DBZ Asia Partners shall be jointly and severally liable under this Agreement only for amounts aggregating up to the largest amount that would not render its obligations hereunder subject to avoidance under Section 548 of the United States Bankruptcy Code or any comparable provision of any other applicable law. In addition, pursuant to the Guarantee Agreement dated as of the date hereof (the "Guarantee"), each DBZ Party will jointly and severally guarantee each of the Payment Installments. Other than Permitted Payments (as defined in Section 5(A) below) Zwirn Holdings is not to receive any amounts in respect of its interest in any of DBZ GP, DBZ LP, DBZ Partners, and DBZ Asia Partners before amounts payable by DBZ in respect of all the Payment Installments are paid in full.

(C) It is the parties' understanding and expectation that the amount due to DBZ LP with respect to the deferred fee amount payable from 2004 (the "DBZ LP Fee") under that certain Deferred Fee Agreement dated December 29, 2003, between DBZ LP and D.B. Zwirn Special Opportunities Fund, Ltd. (f/k/a Highbridge/Zwirn Special Opportunities Fund, Ltd.), as such agreement has been subsequently amended, will be received by DBZ LP on or prior to January 31, 2015. DBZ LP shall pay DSAM the amount of such DBZ Fee within ten (10) days of receipt by DBZ LP of the DBZ LP Fee, net of any withholding or excise tax or other required deductions. The Parties hereby agree that such DBZ Fee, as it relates to DSAM, as of December 31, 2006, is an amount equal to approximately \$6,600,000. DBZ hereby represents that such DBZ Fee payable to DSAM does not reflect any fees accruing from DBZ LP's management of HCM/Z Special Opportunities LLC.

(D) As used in this Agreement, "Affiliate" means, when used with reference to a specified Person, any Person that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with the specified Person. As used in this definition of Affiliate, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract, or otherwise. As used in this Agreement, the term "Person" means any individual, partnership, corporation, limited liability company, trust, or other entity of any kind, whether domestic or foreign.

Section 3. *Conditions.*

(A) The date on which this Agreement becomes effective (the "Effective Date") shall be the date on which each of the following conditions is satisfied or waived:

(i) DSAM (or its counsel) shall have received either (x) a counterpart of this Agreement executed by each party hereto and a counterpart of the Guarantee executed by the DBZ Parties or (y) written evidence satisfactory to DSAM (which may include telecopy transmission of a signed signature page of this Agreement and the Guarantee) that each such party has signed a counterpart of this Agreement and the Guarantee.

(ii) The DBZ Parties (or their counsel) shall have received either (x) a counterpart of this Agreement executed by each party hereto or (y) written evidence satisfactory to the DBZ Parties (which may include telecopy transmission of a signed signature page of this Agreement) that each such party has signed a counterpart of this Agreement.

Section 4. *Affirmative Covenants.* From the Effective Date until this Agreement has expired or been terminated and all Payment Installments have been paid in full, the DBZ Parties covenant and agree with DSAM that:

(A) Each of the DBZ Parties will furnish to DSAM:

(i) within ten (10) days after their receipt thereof, as to the end of each fiscal year of each of the DBZ Parties, their respective audited consolidated balance sheet and related statements of operations, stockholders' equity and cash flows as of the end of and for such year, setting forth in each case in comparative form the figures for the previous fiscal year, all reported on by an independent public accountant of recognized national standing (without a "going concern" or like qualification or exception and without any qualification or exception as to the scope of such audit) to the effect that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of the DBZ Parties on a consolidated basis in accordance with generally accepted accounting principles ("GAAP") consistently applied; and

(ii) within forty-five (45) days after the end of each of the first three fiscal quarters of each fiscal year of each of the DBZ Parties, each of their respective consolidated balance sheet and related statements of operations, stockholders' equity and cash flows as of the end of and for such fiscal quarter and the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, all certified by one of its financial officers as presenting fairly in all material respects the financial condition and results of operations of the DBZ Parties on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes.

(B) Each of the DBZ Parties will do or cause to be done all things necessary to keep in full force and effect its legal existence, and maintain the rights, licenses, permits, privileges and franchises material to the conduct of each of its respective businesses, except to the extent that the failure to do so would not have a material adverse effect on the ability of the DBZ Parties taken as a whole.

(C) Each of the DBZ Parties will keep proper books of record and account in which full, true and correct entries are made of all dealings and transactions in relation to its business and activities, except to the extent that the failure to do so would not have a material adverse effect on the DBZ Parties taken as a whole. Upon an Event of Default, each of the DBZ Parties will permit any representatives designated by DSAM upon reasonable prior notice, to visit and inspect its

properties, to examine and make extracts from its books and records, and to discuss its affairs, finances and condition with its officers and independent accountants, all at such reasonable times and as often as reasonably requested during the continuance of any such Event of Default.

(D) Each of the DBZ Parties will comply with all laws, rules, regulations and orders of any governmental authority applicable to it or its property, except to the extent that the failure to do so would not have a material adverse effect on the DBZ Parties taken as a whole.

(E) Each of the DBZ Parties agrees to treat all payments required under this Agreement as distributions by the DBZ Parties under Section 736 of the Internal Revenue Code that will be taken into account when such payments are made to DSAM. The DBZ Parties further agree, as and to the extent reasonably requested by DSAM, to cooperate fully in connection with DSAM's preparation and filing of tax returns and any audit, litigation or other proceeding with respect to taxes. Such cooperation shall include the retention and the provision of records and information that are relevant to any such preparation, filing, audit, litigation or proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. None of the Parties is bound by any other Party's allocation, for tax purposes, of amounts required to be paid under this agreement.

Section 5. *Negative Covenants.* From the Effective Date until this Agreement has expired or been terminated and all Payment Installments have been paid in full, each of the DBZ Parties covenants and agrees with DSAM that:

(A) Other than Permitted Payments (as defined below), it will not declare or make any dividend or other distribution on any shares of its capital stock or any payment on account of the purchase, redemption, retirement or acquisition of (i) any shares of its capital stock or (ii) any option, warrant or other right to acquire shares of its capital stock. "Permitted Payments" are distributions made to the partners and members of the DBZ Parties (i) in order to satisfy their respective tax obligations arising from their interests in the respective DBZ Party in the approximate amount of such obligations (to be determined by assuming that the partners and members are residents of New York City and pay income tax at the highest marginal federal, State and City income tax rates), (ii) for capital account adjustments and redemptions arising from member/partner departures from the DBZ Parties (except with respect to Dan Zwirn individually), and (iii) for distributions on capital accounts and other payments to Christopher Suan, Vasan Kesavan and the other DBZ junior partners consistent with industry standard practice.

(B) It will not pay annual compensation, combined with any annual compensation by any other DBZ Party, to Dan Zwirn in excess of \$5 million in aggregate.

(C) It will not purchase, hold or acquire any capital stock, evidences of indebtedness or other securities (including any option, warrant or other right to acquire any of the foregoing) of, make or permit to exist any loans or advances to, guarantee any obligations of, or make or permit to exist any investment or any other interest in, any other Person, or purchase or otherwise acquire (in one transaction or a series of transactions) any assets of any other Person constituting a business unit.

(D) It will not (a) change its fiscal year end, or make any change in its accounting treatment and reporting practices except as required by GAAP or (b) amend, modify or change its articles of incorporation (or corporate charter or other similar organizational documents) or amend, modify or change its bylaws (or other similar documents) in any manner adverse in any material respect to its rights or interests or (c) amend, modify or waive any of its rights under any material contract in any manner adverse in any material respect to its rights or interests.

Section 6. *Events of Default.*

(A) If any of the following events (each, an "Event of Default") shall occur:

(i) DBZ fails to pay any Payment Installment or any other amount payable under this Agreement, when and as the same shall become due and payable, and ten (10) days' opportunity to cure;

(ii) any material representation or warranty made or deemed made by or on behalf of any DBZ Party in or in connection with this Agreement or the Guarantee or any amendment or modification hereof or waiver hereunder, or in any report, certificate, financial statement or other document furnished pursuant to or in connection with this Agreement or any amendment or modification hereof or waiver hereunder, shall prove to have been incorrect when made or deemed made;

(iii) any DBZ Party shall fail to observe or perform any material covenant, condition or agreement contained in this Agreement (other than those specified in clause (i) or (ii) of this Section 6), after ten (10) days' opportunity to cure;

(iv) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (a) liquidation, reorganization or other relief in respect of any DBZ Party or its debts, or of a substantial part of its assets, under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (b) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for any DBZ Party or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered;

(v) any DBZ Party shall (a) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (b) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in this Section, (c) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for such DBZ Party or for a substantial part of its assets, (d) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (e) make a general

assignment for the benefit of creditors or (f) take any action for the purpose of effecting any of the foregoing;

(vi) any DBZ Party shall become unable, admit in writing its inability or fail generally to pay its debts as they become due;

(vii) one or more judgments for the payment of money in an aggregate amount in excess of \$2,000,000 shall be rendered against any DBZ Party and the same shall remain undischarged for a period of 30 consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of such DBZ Party to enforce any such judgment;

(viii) any DBZ Party shall consolidate or merge with or into any other Person or entity where no DBZ Party is the surviving entity, or sell, lease or otherwise transfer (including by merger or consolidation), directly or indirectly, all or any substantial part of its assets, taken as a whole, to any other Person or entity;

then, and in every such event (other than an event with respect to any DBZ Party described in clause (iv) or (v) of this Section 6), and at any time thereafter during the continuance of such event, DSAM may, by notice to the DBZ Parties, declare the Payment Installments then outstanding to be due and payable in whole (or in part, in which case any amounts not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the amounts so declared to be due and payable, together with other obligations of the DBZ Parties accrued hereunder, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the DBZ Parties; and in case of any event with respect to the DBZ Parties described in clause (iv) or (v) of this Section, the principal of the Payment Installments then outstanding, together with all fees and other obligations of the DBZ Parties accrued hereunder, shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the DBZ Parties.

Section 7. *Releases.*

(A) To the extent permitted by law, as of the Effective Date, DSAM on behalf of itself and its successors and assigns, hereby releases and discharges the DBZ Parties, their Affiliates, representatives, agents, employees, shareholders, officers, directors, managers, members, partners, successors and assigns ("**DBZ Released Parties**") of and from any and all manner of action or actions, causes or causes of action, suits, debts, liens, contracts, agreements, liability, claims, demands, losses, costs or expenses, of any nature whatsoever, whether known or unknown, and whether based on facts known or unknown, which DSAM, its subsidiaries and predecessors, and their respective successors and assigns, ever had, now have, or may ever have, against the DBZ Released Parties arising out of DSAM's ownership of the Interests (collectively, the "**DSAM Claims**"), including, but not limited to, any claim concerning management, governance, accounting, or auditing with respect to the DBZ Released Parties. For the avoidance of doubt, DSAM does not waive, release or discharge the DBZ Released Parties from their obligations under

this Agreement or the Guarantee or in connection with DBZ and its Affiliates' obligations to HCM/Z Special Opportunities LLC.

(B) As of the Effective Date, the DBZ Parties, on behalf of themselves and their Affiliates, successors and assigns, hereby release and discharge DSAM, its Affiliates, representatives, agents, employees, shareholders, officers, directors, managers, members, partners, successors, and assigns ("DSAM Released Parties") of and from any and all manner of action or actions, causes or causes of action, suits, debts, liens, contracts, agreements, liability, claims, demands, losses, costs or expenses, of any nature whatsoever, whether known or unknown, and whether based on facts now known or unknown, which the DBZ Parties, their Affiliates, subsidiaries and predecessors, and their respective successors and assigns, ever had, now have, or may ever have, against the DSAM Released Parties, arising out of DSAM's ownership of interests in the DBZ Parties, including, but not limited to, any claim concerning management, governance, accounting, or auditing with respect to the DBZ Parties. For the avoidance of doubt, the DBZ Parties do not waive, release or discharge the DSAM Released Parties from their obligations under this Agreement.

(C) The releases provided in Section 7(A) and 7(B) hereunder shall become null and void if this Agreement or any payment hereunder is rendered invalid or unenforceable as a result of any legal action or proceeding.

Section 8. *Confidentiality; Prohibition On Use of Confidential Information; Non-disparagement; Covenant Not to Sue.*

(A) The Parties agree that the terms of this Agreement are confidential and shall be held in strict confidence and shall not be disclosed to any third party, except (a) as may be necessary to enforce or defend against the enforcement of this Agreement; (b) as may be required by court order, court process, or any applicable legal disclosure obligation; or (c) on a need-to-know basis, and to the extent reasonably necessary, internally or to accountants, attorneys, auditors, insurers, bankers, or others retained by them in the ordinary course of their business, or to other parties as may be reasonably necessary to comply with contractual disclosure obligations.

(B) (i) Except as required by law, as of the Effective Date and thereafter without limitation of time, DSAM and its Affiliates shall not, at any time, disclose, divulge, furnish, or otherwise use, or make available to any unauthorized Person, without the prior written consent of DBZ GP, any trade secrets or other confidential information concerning the DBZ Parties, the funds or accounts managed by any of the DBZ Parties or the partners or members of such funds or accounts (collectively, "DBZ Entities") or any of the DBZ Entities' clients, or any business of the foregoing, including, without limitation, (x) non-public information concerning the operations, systems, services, personnel, financial affairs, investments, potential investments, potential or existing business partners or joint venture partners, borrowers, investment and trading philosophies, strategies and techniques of the DBZ Entities, (y) computer software, forms, contracts, agreements, literature or other documents designed, developed or written by, for, with or on behalf of the DBZ Entities or any of the DBZ Entities' clients, and (z) the identity of any clients of the DBZ Entities or other information about such clients or their investments and positions in any investment fund or account for which a DBZ Entity serves as an investment manager or a general partner (or in a similar capacity) or information about any fund or account advised by a

DBZ Entity. Notwithstanding the foregoing, nothing herein shall prevent DSAM, or any of its Affiliates as the case may be, from (a) responding to lawful subpoenas, court orders or any regulatory investigations or examinations, whether formal or informal, or (b) providing information to clients or investors of DSAM or its Affiliates (to the extent DSAM or any of its Affiliates deems any such disclosure to be necessary or advisable) in the ordinary course of its or its Affiliates' businesses without DBZ GP's prior written consent.

(ii) Except as required by law, as of the Effective Date and thereafter without limitation of time, the DBZ Entities shall not, at any time, disclose, divulge, furnish, or otherwise use, or make available to any unauthorized Person, without the prior written consent of DSAM, any trade secrets or other confidential information concerning DSAM, its Affiliates the funds or accounts managed by DSAM or the partners or members of such funds or accounts (collectively, "DSAM Entities") or any of the DSAM Entities' clients, or any business of the foregoing, including, without limitation, (i) non-public information concerning the operations, systems, services, personnel, financial affairs, investments, potential investments, potential or existing business partners or joint venture partners, borrowers, investment and trading philosophies, strategies and techniques of the DSAM Entities, (ii) computer software, forms, contracts, agreements, literature or other documents designed, developed or written by, for, with or on behalf of the DSAM Entities or any of the DSAM Entities' clients, and (iii) the identity of any clients of the DSAM Entities or other information about such clients or their investments and positions in any investment fund or account for which a DSAM Entity serves as an investment manager or a general partner (or in a similar capacity) or information about any fund or account advised by a DSAM Entity. Notwithstanding the foregoing, nothing herein shall prevent DBZ, from responding to lawful subpoenas or court orders without DSAM's prior written consent; *provided* that such Person shall have given DSAM prior written notice of any such subpoena or order promptly following receipt thereof.

(C) As of the Effective Date and thereafter without limitation of time, neither DSAM, on the one hand, nor the DBZ Entities and their Affiliates, on the other hand, shall make, publish or communicate any Disparaging (as defined below) remarks, comments, or statements concerning any of the other Parties. "Disparaging" remarks, comments or statements are unsolicited remarks, comments or statements that impugn the character, honesty, integrity, morality, business acumen or abilities of, and are intended to harm the reputation of, the Person being disparaged. Nothing in this paragraph (C) shall prevent DSAM from making reports to investors or governmental bodies, agencies or regulators that DSAM has determined are necessary or advisable.

(D) Each of the Parties acknowledges that the material breach or attempted or threatened breach by such Person of any provisions of this Section 8 would cause irreparable injury to the other Parties not compensable in money damages and that the other Parties shall be entitled, in addition to all other applicable remedies, to obtain a temporary and a permanent injunction and a decree for specific performance of this Section 8 without being required to prove damages or furnish any bond or other security.

Section 9. *Cooperation.* The Parties will cooperate fully and will execute any and all supplementary documents and will take all reasonable actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

Section 10. *No Assignment.* Except as required by law, each Party represents and warrants that, as of the Effective Date, it has not and will not have assigned, encumbered, hypothecated or transferred, or purported to assign, encumber, hypothecate or transfer, to any other Person or entity in any manner, including by way of subrogation, any of the claims and rights that are the subject of the releases set forth in Section 7, or any rights under the agreements listed on Exhibit A hereto.

Section 11. *Authority to Enter Into Agreement.* Each Party represents and warrants that this Agreement to which such Party is a party has been duly and validly authorized, by all necessary action on the part of such Party, executed and delivered on behalf of such Party and shall constitute the legal, valid and binding obligations of such Party enforceable against such Party in accordance with its terms.

Section 12. *No Admission of Liability.* This Agreement is not an admission of any liability but is a compromise, and nothing contained in this Agreement shall be deemed, construed or treated in any respect as an admission or representation by any Party hereto of any liability or obligation of any kind for any purpose other than the express undertakings in this Agreement.

Section 13. *Severability.* This Agreement shall be deemed severable. Except as provided in Section 7(C), the invalidity or unenforceability of any of the terms or provisions of this Agreement shall not affect the application of such terms or provisions other than those as to which they are held invalid or unenforceable, and shall not affect the validity or enforceability of any other terms or provisions of this Agreement. Each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 14. *Entire Agreement.* The terms set forth herein shall constitute the entire agreement among the Parties with respect to the subject matter hereof including without limitation DSAM's ownership of interests in DBZ.

Section 15. *Exclusive Forum.* Any suit or proceeding arising out of or relating to this Agreement shall be brought within a court of competent jurisdiction within the County, City, and State of New York.

Section 16. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

Section 17. *Successors and Assigns.* This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

Section 18. *Notices.* All notices, demands and requests required to be made or delivered under this Agreement shall be in writing and delivered personally, by overnight courier or by facsimile transmission, to the address below or to such other address as may be designated by the Party entitled to receive the same by notice similarly given:

If to DSAM:

Dubin & Swicca Asset Management, LLC
9 West 57th Street

27th Floor
New York, New York 10019
Telephone: [REDACTED]
Fax: [REDACTED]
Attention: Noah Greenhill

If to the DBZ Parties:

D.B. Zwirn & Co., L.P.
745 Fifth Avenue
18th Floor
New York, New York 10151
Telephone: [REDACTED]
Fax: [REDACTED]
Attention: David Lee, President

Section 19. *Counterparts*. This Agreement may be executed in counterparts, by either an original signature or signature transmitted by facsimile transmission or other similar process and each copy so executed shall be deemed to be an original and all copies so executed shall constitute one and the same agreement.

[signatures on following page(s)]

IN WITNESS WHEREOF, the undersigned has executed and agreed to the terms of this Agreement as of the day and year first above written.

DUBIN & SWIECA ASSET
MANAGEMENT, LLC

By: _____
Name
Title

DBZ GP, LLC

By: _____
Name
Title

D.B. ZWIRN & CO., L.P.

By: _____
Name
Title

D.B. ZWIRN PARTNERS, LLC

By: _____
Name
Title

D.B. ZWIRN ASIA PARTNERS, LLC

By: _____
Name
Title

ZWIRN HOLDINGS, LLC

By: _____
Name
Title

EXHIBIT A

OPERATING AND PARTNERSHIP AGREEMENTS

1. Operating Agreement of DBZ GP, LLC dated as of March 24, 2004
2. Limited Partnership Agreement of D.B. Zwirn & Co., L.P. dated as of March 24, 2004
3. Amended and Restated Limited Liability Company Agreement of Highbridge/Zwirn Partners, LLC (now known as D.B. Zwirn Partners, LLC) dated as of March 24, 2004
4. Limited Liability Company Agreement of Highbridge/Zwirn Asia Partners, LLC (now known as D.B. Zwirn Asia Partners, LLC) dated as of May 25, 2004