

the Non-defaulting Party or the party that is not the Affected Party (in either case, "X") may, without prior notice to any person, set off any sum or obligation (whether or not arising under this Agreement, whether matured or unmatured and irrespective of the currency, place of payment or booking office of the sum or obligation) owed by the Defaulting Party or Affected Party (in either case, "Y") to X or to any Affiliate of X, against any sum or obligation (whether or not arising under this Agreement, whether matured or unmatured and irrespective of the currency, place of payment or booking office of the sum or obligation) owed by X or any Affiliate of X to Y, and, for this purpose, may convert one currency into another. If any sum or obligation is unascertained, X may in good faith estimate that sum or obligation and set off in respect of that estimate, subject to X or Y, as the case may be, accounting to the other party when such sum or obligation is ascertained.

Nothing in this Agreement shall be effective or deemed to create any charge under English law.

- (h) **Recording of Conversation.** Each party to this Agreement acknowledges and agrees to the tape recording of conversations between the parties to this Agreement whether by one or other or both of the parties.
- (i) **Investment Manager as Agent.** Party B represents and warrants that Highbridge Capital Management, LLC (the "Trading Manager") has the full power and authority to commit Party B to Transactions and conclude such Transactions on Party B's behalf on such terms and conditions as the Trading Manager may determine in its absolute discretion. Unless previously notified in writing by Party B, Party A may rely on all representations and warranties of and actions by the Trading Manager in relation to any such Transactions. For these purposes, Party B agrees to fully and unconditionally indemnify Party A for any and all losses, damages, costs and expenses directly sustained by Party A (including those incurred in unwinding any relevant hedging transactions) by reason of (i) its bona fide reliance on the appointment by Party B of the Trading Manager as Party B's agent to enter into Transactions on its behalf, irrespective of the invalidity, unenforceability, termination or revocation of such appointment (unless previously notified in writing by Party B) or breach by the Trading Manager of its terms or (ii) as a direct result of Party A's bona fide reliance upon the instructions, actions or ostensible authority of the Trading Manager.
- (j) **Definitions.** Section 14 shall be amended by including the following definition:
- "Net Asset Value"** is determined by aggregating the value of all securities and other assets of a party including assets in foreign currencies converted into U.S. Dollars and subtracting all of a party's liabilities based on the accrual method of accounting.
- (k) **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.
- (l) **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, CSFBi). 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.