

All Additional Payments made under this Section shall be payable on the date of the relevant distribution to holders of the relevant Securities, or as otherwise agreed to by the parties.

- 5.2 In case of a Potential Adjustment Event (as defined below) affecting a Security, CSFB shall determine (in its own discretion) the appropriate adjustment, if any, to be made to the Security's Reference Price (or Opening Price as the case may be) and/or to its Contract Quantity. CSFB shall consider the diluting or concentrating effect of the Potential Adjustment Event, and attempt to preserve the economic equivalent of the rights and obligations of the parties as in effect immediately prior to the Potential Adjustment Event. CSFB shall also determine the date of adjustment.
- 5.3 For the purposes of Section 5.2, "Potential Adjustment Event" means any of the following:
- (i) a subdivision, consolidation or reclassification of Securities, or a free distribution or dividend of additional securities to existing holders of Securities by way of bonus, capitalization or similar issue;
  - (ii) a distribution or dividend to existing holders of Securities of additional Securities, other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the issuer equally or proportionately with such payments to holders of Securities or other types of securities, rights or warrants or other assets, in any case for payment (cash or other) at less than the prevailing market price as determined by CSFB in a commercially reasonable manner;
  - (iii) a call by the issuer in respect of Securities that are not fully paid;
  - (iv) a repurchase by the issuer of Securities, whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise; or
  - (v) any other similar event that may have a diluting or concentrative effect on the theoretical value of the Securities.

In determining whether an adjustment should be made as a result of a Potential Adjustment Event, CSFB may have regard to, but shall not be bound by, any adjustment to the terms of the relevant options contracts made and announced by a Related Exchange.

- 5.4 CSFB shall determine in a commercially reasonable manner any Additional Payment or adjustment of the Opening Price or Contract Quantity or other relevant provision. Its determination shall be subject to the agreement of the Counterparty.

Notice of any Additional Payments or adjustments pursuant to this Section shall be given to the Counterparty as soon as practicable after the determination of such Additional Payments or adjustments. No events occurring after the Closing Date shall give rise to any adjustments in relation to any Contract.