

ATTACHMENT TO AGREEMENT REGARDING COSTS OF CLAIMS

1. Notice: Under the Agreement Regarding Costs of Claims dated 8 July 2002 (the "Agreement"), a person or entity seeking recovery of Costs of Claims (the "Claimant") against another person or entity (the "Respondent") shall give notice thereof promptly, but not later than six months from the commencement of any Claim (defined in the next paragraph hereof) asserted to give rise to such recovery, to both the Respondent and to the Forum. Pending final determination of responsibility for Costs of Claims, a Respondent shall promptly pay all such Costs of Claims as tendered by a Claimant.
2. Cooperation: The Claimant and the Respondent shall cooperate in the defense of any suit, action, investigation, claim or proceeding ("Claim") and shall make records available to each other as is reasonably required.
3. Control of Proceedings:
 - (a) The Respondent shall assume the defense of any Claim with counsel who is reasonably satisfactory to the Claimant.
 - (b) The Claimant may participate in the defense at its expense.
 - (c) The Respondent shall not, without written consent of the Claimant, enter into any settlement or consent order that provides for injunctive or other non-monetary relief affecting the Claimant or that does not include a release from all liability with respect to such Claim.
 - (d) If the Respondent does not accept the defense of a Claim, the Claimant shall have the right to defend against such Claim and shall be entitled to settle or agree to pay in full such Claim, which act shall not affect the Respondent's obligations hereunder.
4. Survival of the Agreement: The rights and obligations under the Agreement shall survive: the reorganization or termination of IFAC; the reorganization or termination of the Forum; and a member of the Forum's reorganization, restructuring or reconstitution, or such member's withdrawal from or termination by the Forum.