IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

United States Courts
Southern District of Texas
FILED
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APR 01 2003
Michael N. Milby, Clerk

IN Re ENRON CORPORATION SECURITIES, DERIVATIVE & "ERISA" LITIGATION,	§	MDL 1446
MARK NEWBY, ET AL., Plaintiffs, VS. ENRON CORPORATION, ET AL., Defendants.	§	CIVIL ACTION NO. H-01-3624 AND CONSOLIDATED CASES
SILVERCREEK MANAGEMENT, INC., ET AL., Plaintiffs, VS. SALOMON SMITH BARNEY, INC., ET AL., Defendants.	§	CIVIL ACTION NO. H-02-3185

DEFENDANT GOLDMAN, SACHS & CO.'S
MOTION FOR LEAVE OF COURT TO SUPPLEMENT THE RECORD
IN SUPPORT OF ITS ALTERNATIVE MOTION TO COMPEL ARBITRATION

Goldman, Sachs & Co. ("Goldman Sachs"), a defendant in Civil Action No. H-02-3185 ("Silvercreek"), files its motion for leave of Court to supplement the record in support of Goldman Sachs' alternative motion to compel arbitration.

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1. By Order dated March 26, 2003 (instrument #1305), this Court addressed issues involving the Affidavit of Max Gitter[1] (the "Gitter Affidavit") in support of Goldman Sachs' Motion to Dismiss the [Silvercreek] Complaint or, Alternatively to Compel Arbitration (instrument #7).

2. While the Court's March 26, 2003 Order struck the Gitter Affidavit insofar as Goldman Sachs' motion to dismiss was concerned, that Order did not directly address whether the Gitter Affidavit will remain as a part of the record supporting Goldman Sachs' alternative motion to compel arbitration.

3. Goldman Sachs therefore files this motion asking leave of Court to permit Goldman Sachs to supplement the record in support of its alternative motion to compel arbitration by filing the attached Affidavit of Goldman Sachs' Kim Cuomo (the "Cuomo Affidavit"). The Cuomo Affidavit authenticates the account agreements giving rise to Goldman Sachs' alternative motion to compel arbitration.

4. Should the Court grant Goldman Sachs' motion to dismiss, then Goldman Sachs' alternative motion to compel arbitration and this motion for leave of Court to supplement the record in support of that alternative motion will be moot.

5. Goldman, Sachs & Co. respectfully prays that the Court grant leave of Court for Goldman Sachs to supplement the record in support of its alternative motion to compel arbitration and enter the attached order.

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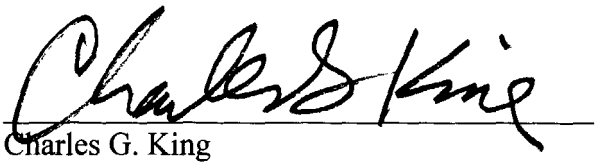
[1] Mr. Gitter is referred to in the Order as "Max Glitter."

Respectfully submitted,

KING & PENNINGTON, L.L.P.

By: 

Charles G. King
State Bar No. 11470000
Attorney-in-Charge

1100 Louisiana Street, Suite 5055
Houston, Texas 77002-5220
Telephone: (713) 225-8400
Facsimile: (713) 225-8488

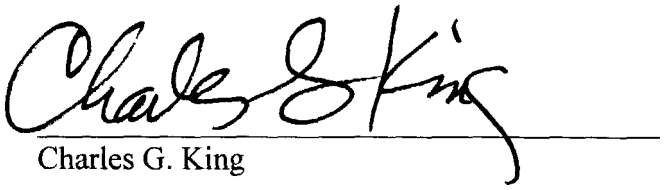
Attorneys for Defendant Goldman, Sachs & Co.

OF COUNSEL:

CLEARY GOTTLIEB STEEN & HAMILTON
Max Gitter
One Liberty Plaza
New York, NY 10006
Telephone: (212) 225-2610
Facsimile: (212) 225-3999

CERTIFICATE OF CONFERENCE

On April 1, 2003, New York counsel for Goldman Sachs and plaintiffs' counsel conferred about this motion. In that telephone conversation, plaintiffs' counsel advised that plaintiffs were opposed to the motion.



Charles G. King

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument was served upon all known counsel of record by website, http://www.esl3624.com, pursuant to the Court's order dated August 7, 2002 (Docket No. 984), on this the 1st day of April, 2003.

Charles G. King

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

IN Re ENRON CORPORATION SECURITIES, DERIVATIVE & "ERISA" LITIGATION,	§	MDL 1446
MARK NEWBY, ET AL., Plaintiffs, VS. ENRON CORPORATION, ET AL., Defendants.	§	CIVIL ACTION NO. H-01-3624 AND CONSOLIDATED CASES
SILVERCREEK MANAGEMENT, INC., ET AL., Plaintiffs, VS. SALOMON SMITH BARNEY, INC., ET AL., Defendants.	§	CIVIL ACTION NO. H-02-3185 AFFIDAVIT

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

KIM CUOMO, being sworn, states:

1. I am employed by Goldman, Sachs & Co. ("Goldman Sachs") as a Vice President in the Equities Compliance Department. In that capacity, I am familiar with and have personal and direct knowledge of the practices and procedures in connection with creating and maintaining account opening documents for Goldman Sachs Equities Division customer

accounts and related documentation. It is the firm's regular business practice for such documents to be created and maintained in connection with customer accounts, and for copies to be kept on microfiche.

2. Based on the foregoing, I hereby attest that the documents attached hereto as Exhibits A-E are true and correct copies of the following documents, documents that are maintained by Goldman Sachs in the ordinary course of the firm's business:

A. Partnership Account Agreement between Goldman and Boulder Limited Partnership (which later changed its name to Silvercreek Limited Partnership), signed by Boulder Limited Partnership on April 26, 1999.

B. Corporate Account Agreement between Goldman and Boulder II Limited (which later changed its name to Silvercreek II Limited), signed by Boulder II Limited on April 26, 1999.

C. Corporate Account Agreement between Goldman and Onex Industrial Partners Limited, signed by Onex on May 12, 1999.

D. Partnership Account Agreement between Goldman and Pebble Limited Partnership, signed by Pebble on July 13, 1999.

E. Master Letter Non-U.S. Investment Advisor, from Silvercreek Management, Inc. to Goldman, signed by Silvercreek Management on March 12, 2001.

Kim Cuomo

Sworn to before me this
28th day of March, 2003.

NORMAN FEIT
NOTARY PUBLIC, State of New York
No 31-5005700
Qualified in New York County
Commission Expires Dec 14, 2004

Notary Public

Partnership Account Agreement

Boulder Limited Partnership

Goldman, Sachs & Co.
85 Broad Street
New York, NY 10004-2456
212-902-1000

Goldman Sachs

Legal Name of Partnership: ~~Boulder Capital Inc.~~

Account Number: 001-10191-4-089 001-10192-8-089 001-10195-5-089

To: Goldman, Sachs & Co.

This agreement sets forth our respective rights and obligations in connection with your accepting a cash or margin account or accounts for the partnership named herein ("Client"). The agreements and obligations of Client set forth herein shall be deemed the agreements and obligations of the account or accounts established hereunder and each of the general partners. This agreement is in addition to (and in no way limits or restricts) any of the provisions of or the rights which you or any of your affiliates may have under any other agreements between you or any of your affiliates and Client. You and Client hereby agree to the following with respect to any of Client's accounts with you and all transactions with you:

1. Exchange or Market. All transactions under this agreement shall be in accordance with the rules and customs of the exchange or market and its clearing house, if any, where the transactions are executed and in conformity with applicable law and regulations of governmental authorities and future amendments or supplements thereto.

2. General Lien; Delivery of Collateral. Client agrees that all securities and other property, and the proceeds thereof, and any other obligation, whether or not due, which you or any of your affiliates may hold for Client or which are, or may become, due to Client (either individually or jointly with others or in which Client has any interest) and all rights Client may have against you or any of your affiliates shall be subject to a general lien, security interest and right of set-off for the discharge of all Client's obligations to you or any of your affiliates. Client further agrees that you may, in your discretion at any time and from time to time, require Client to deliver collateral to margin and secure Client's performance of obligations to you and your affiliates with respect to spot, forward, option, swap and other transactions involving or relating to foreign exchange. Such collateral shall be delivered, within one business day of your request, in such amount and form and to such account or recipient as you shall specify. You may, in your discretion and without notice to Client, deduct any amounts from Client's account and apply or transfer any of Client's securities and other property interchangeably between any of Client's accounts, each of which unreservedly guarantees all obligations of Client. Client acknowledges that you and each of your affiliates act as agents for each other in respect of the rights subject to lien as described above.

3. Payment and Settlement. Client agrees that all cash account transactions will be handled on a cash basis and Client shall pay for any security purchased for Client's account, and deliver any securities sold for Client's account, on or before the settlement date. Client agrees to pay on demand all balances owing with respect to Client's account. Client warrants that no sale of securities is contemplated before the securities are paid for as provided above and that each item sold will be owned by Client at the time of sale.

4. Default. In the event of default by Client of any obligation under any transaction or agreement with you or any of your affiliates, if Client shall become bankrupt, insolvent or subject to any bankruptcy, reorganization, insolvency or similar proceeding, or if for any reason you or any of your affiliates deem it advisable for your or their protection, you or any of your affiliates may, without notice or demand to Client, and at such times and places as you may determine, cancel, terminate, accelerate, liquidate and/or close-out any or all transactions and agreements between Client and you or any of your affiliates, pledge or sell any securities or other property which you or any of your affiliates may hold for Client or which is due to Client (either individually or jointly with others) and apply the proceeds to the discharge of the obligation, set-off, net and recoup any obligations to Client against any obligations to you or any of your affiliates, exercise all rights of a secured creditor in respect of all collateral in which you or your affiliates have a security interest or right of set-off, cover any open positions of Client (by buying in or borrowing securities or otherwise) and take such other actions as you or any of your affiliates deem appropriate provided that if applicable law would stay or otherwise impair the ability of your or any of your affiliates to take any such action upon any such bankruptcy, reorganization, insolvency or similar proceeding, you and the applicable affiliate(s) will be deemed to have taken such action with respect to the cancellation, termination, acceleration, liquidation and/or close-out of transactions, and the application of appropriate set-offs, and if and to the extent you deem it appropriate, the sale or disposition of securities or other assets of Client, the exercise of rights of a secured creditor, and the application of proceeds immediately prior to such bankruptcy, reorganization, insolvency or similar proceeding. Client shall remain liable for any deficiency and shall promptly reimburse you and your affiliates for any loss or expense incurred thereby, including losses sustained by reason of an inability to borrow any securities or other property sold for Client's account.

5. Interest, Fees. Client agrees to pay interest charges which may be imposed by you in accordance with your usual custom, with respect to late payments in conjunction with any transaction, including for securities purchased, in Client's account and prepayments in Client's account (i.e., the crediting of the proceeds of sale prior to settlement date or prior to receipt by you of the item sold in good deliverable form). Client acknowledges receipt of the enclosed document entitled "Interest Charges to Clients" and agrees to be bound thereby. Client agrees to pay promptly any amount which may become due in order to meet requests for additional deposits or marks to market with respect to any transactions including unissued securities purchased or sold by Client. Client agrees to pay promptly any custody or other fees which may be imposed by you with respect to the account.

6. Sale Orders. Except as provided in the last sentence of this Section 6, the giving of each sell order by Client shall constitute a designation of the sale as "long" and a certification that the securities to be sold are owned by Client and, if such securities are not in your possession, the placing of such order shall constitute a warranty by Client that Client shall deliver such securities to you on or before settlement date. If Client maintains a margin account, Client agrees to designate all sell orders as either "long" or "short".

7. Reports, Statements. Reports or confirmations of the execution of orders and statements of Client's account shall be conclusive if not objected to in writing within ten (10) days after forwarding by you to Client by mail or otherwise. Communications mailed, electronically transmitted or otherwise sent to Client at the address specified in your records shall, until three (3) business days after you have received notice in writing of a different address, be deemed to have been forwarded by you when sent and the Client waives all claims resulting from failure to receive such communications.

8. Custodial Arrangements. If you act as custodian for the securities and other property in Client's account, you are authorized to register such securities in your name or the name of your nominee, or cause such securities to be registered in the name of, or in the name of the nominee of, a recognized depository or clearing organization. Client understands that when you hold on Client's behalf bonds or preferred stocks which are callable in part by the issuer, such securities will be subject to your impartial lottery allocation system in which the probability of Client's securities being selected as called is proportional to the holdings of all clients of such securities held in bulk by or for you. Client further understands that you will withdraw such securities from any depository prior to the first date on which such securities may be called unless such depository has adopted an impartial lottery system which is applicable to all participants. Client may withdraw uncalled securities prior to a partial call subject to compliance with applicable margin requirements and the terms of any agreements between you and Client. You are authorized to withdraw securities sold or otherwise disposed of, and to credit Client's account with the proceeds thereof or make such other disposition thereof as Client may direct. You are further authorized to collect all income and other payments which may become due on Client's securities, to surrender for payment maturing obligations and those called for redemption and to exchange certificates in temporary form for like certificates in definitive form, or, if the par value of any shares is changed, to effect the exchange for new certificates. It is understood and agreed by Client that although you will use reasonable efforts to effect the authorization set forth in the preceding sentence, you will incur no liability for your failure to effect the same.

9. Termination. Client and you agree that the accounts maintained hereunder may be terminated by you or Client at any time effective upon the giving of notice of such termination to Client or to you, as the case may be. All applicable provisions will survive the termination of the account and this agreement. Without limiting the foregoing, upon any such termination, the provisions of this agreement shall remain in effect with respect to all securities and other property then held in such account or accounts and all transactions and agreements then outstanding between Client and you or any of your affiliates.

10. Orders, Recommendations, Bunching. Client acknowledges that, on occasion, you may not be in a position to make a recommendation or render an opinion with respect to any security. Client agrees that: i) you may, in your sole discretion and without prior notice to Client, refuse to accept or execute any order from Client and, in such case, you shall endeavor to give Client notice of such refusal as soon as practical; ii) you may submit Client's orders jointly with orders for other clients and you need not designate any of Client's eligible orders as "Individual" when submitting orders via the DOT system and; iii) the average price for executions resulting from bunched orders will be assigned to Client's account.

11. Governing Law, Successor and Assigns, Waiver. This agreement and its enforcement shall be governed by the laws of the State of New York and its provisions shall cover individually and collectively all accounts which Client may maintain with you. This agreement is binding upon and inures to the benefit of you, your affiliates, Client, and our respective legal representatives, successors and assigns. Neither you nor Client may assign its rights or delegate its obligations under this agreement, in whole or in part, without the prior written consent of the other party, except for an assignment and delegation by you of all of your rights and obligations hereunder to a successor entity that assumes substantially all of your assets and businesses (including all of the obligations under this agreement) by contract, operation of law or otherwise and that is a registered broker-dealer under relevant Securities and Exchange Commission rules. Upon any such delegation and assumption of obligations by such successor entity, you shall be relieved of and fully discharged from all your obligations hereunder, whether such obligations arose before or after the date of such delegation and assumption. No waiver of any provision of this agreement shall be deemed a waiver of any other provision, nor a continuing waiver of the provision or provisions so waived. All waivers and modifications must be in writing.

12. Arbitration.

(a) Arbitration is final and binding on the parties.

(b) The parties are waiving their right to seek remedies in court, including the right to a jury trial.

(c) Pre-arbitration discovery is generally more limited than and different from court proceedings.

(d) The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.

(e) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

Any controversy between you (together with any of your affiliates also involved in such controversy) or any of your or their Managing Directors, officers, directors or employees on the one hand, and Client or Client's agents on the other hand arising out of or relating to this agreement, the transactions contemplated hereby, or the accounts established hereunder, shall be settled by arbitration, in accordance with the rules then obtaining of any one of the American Arbitration Association or The New York Stock Exchange, Inc., or any other exchange of which you are a member, or the National Association of Securities Dealers, Inc. or The Municipal Securities Rulemaking Board, as Client may elect. If Client does not make such election by registered mail addressed to you at your main office within ten (10) days after receipt of notification from you requesting such election, then Client authorizes you to make such election on behalf of Client. The award of the arbitrator shall be final, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; (ii) the class is decertified; or (iii) the Client is excluded from the class by the court.

Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

Please See Reverse Side

13. Client Representations. Client represents that no one except the Client has an interest in Client's account unless such interest is revealed in the title of such account and in any such case, Client has the interest indicated in such title. Client warrants that you will be kept informed of any changes in the information supplied to you herein or otherwise in connection with your establishing and maintaining an account or accounts for Client.

14. Power and Authority. Each of the undersigned is a general partner of the partnership and has full power and authority on behalf of all of the undersigned: (a) to make purchases and sales for Client's account; (b) to withdraw funds, securities and other property from Client's account; (c) to give and receive instructions, demands, notices, confirmations, reports, statements of account and communications of every kind; (d) to execute this agreement and other agreements relating to the foregoing matters and to terminate, modify, or waive any of the provisions thereof, and (e) generally to deal with you on behalf of Client's account, either individually or in the name of the partnership, as fully and completely as if each alone were interested therein, all without notice to the other or others. Notwithstanding the foregoing, Client agrees that you may, in your sole discretion: (i) require joint instruction from some or all of the general partners before taking any action hereunder and (ii) if you should receive instructions from any one or more of the general partners which are, in your opinion, in conflict with instructions received from any other general partner(s), comply with any of such instructions and/or advise Client of the apparent conflict and/or take no action as to any such instructions until you receive instructions from any one or more of the general partners which are satisfactory to you. The authority conferred herein shall remain in force until written notice of the revocation, signed by Client, is received at your New York office.

15. Liability. Client agrees that Client and the general partners, and each of their estates, executors, administrators and legal representatives shall be jointly and severally liable with respect to the account established hereunder.

16. Ownership. Client agrees that all funds, securities and other property held for the account and the proceeds thereof shall be held for the account in the manner indicated in the account title, with all the legal and equitable rights of every nature and kind, and subject to all the obligations and conditions, that such form of ownership imposes. In the event of the death, resignation or incompetency of any one of the general partners, or other change which affects the manner in which the property in the account is held, you shall immediately be given written notice thereof and, in addition to the actions permitted under any agreements relating to Client's account, you are authorized to take such action, require such documents and tax waivers, and retain such portion of or restrict transactions in the account, all as you may deem advisable.

MARGIN

No margin account will be established for the Client unless and until the account is approved for margin transactions by Goldman, Sachs & Co.

Please complete Section 17 only if Client wishes to apply for a margin account.

17. Margin. Section 17 applies to transactions effected in a securities margin account which has been established by you. The provisions of Section 17 are in addition to the other provisions contained in this agreement.

a) Client represents and warrants to you that Client has had an opportunity to discuss with you the risks associated with the use of margin and that the use of margin is consistent with Client's investment objectives as supplied to you, including, if applicable, the designation of safety of principal as Client's primary investment objective.

b) Client agrees to maintain margins for Client's account as you may require from time to time. Client agrees to pay interest charges which are imposed, in accordance with your usual custom, with respect to Client's account and to pay on demand any debit balance owing with respect to Client's account

c) Client agrees that securities and other property in Client's account may be carried in your general loans and may be pledged or hypothecated separately or in common with other securities and any other property for the sum due to you thereon or for a greater sum and without retaining in your possession and control for delivery a like amount of similar securities or other property and that certain rights of ownership, including the right to vote such securities, may be transferred to you or by you to others.

By signing here, Client indicates a desire to apply for a securities margin account, agrees to abide by all provisions in Section 17, and acknowledges that Client's securities may be loaned to Goldman, Sachs & Co. or to others.

Signature of General Partner: Boulder Capital Inc. LUIS KING DIRECTOR	**Date:** April 26, 1999
Signature of General Partner:	**Date:**
Signature of General Partner:	**Date:**
Signature of General Partner:	**Date:**

SECTIONS 18-26 MUST BE COMPLETED ON BEHALF OF THE ACCOUNT:

18. Associations of Partners. Unless otherwise indicated below, Client represents and warrants that no partner of Client is associated with: any exchange, any member or member organization of any exchange, the NASD, or any broker-dealer.

Explanation:

19. Financial Information of Partnership.

	Below $250,000	$250,000 to $1,000,000	$1,000,000 to $5,000,000	Over $5,000,000
Total Net Worth	☐	☐	☐	☒
Annual Income	☐	☐	☐	☒
Total Net Liquid Assets	☐	☐	☐	☒

Please See Next Page

20. Investment Objectives. While individual transactions may vary, Client's investment objectives with respect to securities transactions are set forth below. Such information does not apply to other transactions with you or with any of your affiliates. ***Please rank all applicable objectives in order of preference ("1" indicates the highest preference, "5" indicates the lowest preference).***

5 **Growth:** Client is more interested in having the market value of the portfolio grow over the long term than in current income from portfolio; Client is prepared to accept additional risk to principal to achieve this growth.

4 **Income:** Client is more interested in obtaining a steady stream of current income from the portfolio than in growth of the portfolio.

3 **Safety of Principal:** Client is interested primarily in preserving the value of the account assets, and is willing to forego more growth or higher income.

1 **Trading Profits:** Client wants to take advantage of short-term trading opportunities, which may involve establishing and then liquidating positions quickly.

2 **Speculation:** Client is interested in taking above-average risks to principal in an attempt to achieve above-average returns.

The above information regarding Client's investment objectives represents Client's current preference and supersedes any indications of such preferences that Client may have previously provided to you with respect to securities transactions other than information specifically supplied with respect to options transactions.

21. Orders Placed by Others. If you are authorizing someone other than a general partner to place orders on behalf of the partnership, please indicate the person's name below **and complete the enclosed trading authorization.**

General Partner only is authorized

22. Disclosure to Issuers. Client understands that you may be required to disclose to securities issuers the name, address and securities positions with respect to securities held in the Client's account in your or your nominee's name unless you are notified that Client objects. Client hereby notifies you that Client wishes such disclosure to be made.

☑ **CLIENT SHOULD CHECK THIS BOX IF CLIENT DOES NOT CONSENT TO SUCH DISCLOSURE.**

23. Payment Agreement. You are authorized to rely on the payment instructions set forth below until written notice believed by you in good faith to be genuine of any changes regarding such instructions is received by you. In addition, when so instructed you may, but you are not required to, follow payment instructions which differ from the instructions set forth below with respect to specified transactions; provided, however, that only a person believed by you in good faith to be a general partner of the partnership or a person with trading authorization over Client's account may authorize the transfer of funds to an account which is not in the name of the partnership account established hereunder.

Payment Instructions:

Name of Bank or Other Recipient: RBC Dominion Securities Inc.

Address: Royal Bank Plaza, P.O. Box 50, Toro Canada M5J

Name of Account: Boulder Capital Inc.

Account Number: 475-80100-2-1

Contact Name and Telephone Number (if applicable): David Barker Tel 416.842.8071

The following persons are among those authorized to transfer funds: Any one director of Boulder Capital

24. Address of Partnership.

Street Address: 1670 Bayview Ave, Suite 308

City: Toronto, Ontario State: Zip: M4G 3C2 Country: Canad

25. State/Country of Organization. Client is organized under the laws of Ontario, Canc

26. Corporate Partners. List any general partners of Client that are corporations and identi state/country of incorporation:

Boulder Capital Inc. – sole general part – incorporated un laws of Ontario, Canad

By signing below, Client acknowledges receipt of a copy of this Partnership Account Agreement. A predispute arbitration clause is contained in Section 12 hereof.

Signature of General Partner:	**Date:** April 26, 1999
Please Print Name: LOIS KING	
Signature of General Partner:	**Date:**
Please Print Name:	
Signature of General Partner:	**Date:**
Please Print Name:	
Signature of General Partner:	**Date:**
Please Print Name:	

For Goldman, Sachs & Co. use only

Account Representative Receiving Account	Manager Reviewing Account
Date 8/3/99	Date 8/9/99

Corporate Account Agreement

ACCT & PNC

Goldman, Sachs & Co.
85 Broad Street
New York, NY 10004-2456
212-902-1000

Goldman Sachs

Legal Name of Corporation: BOULDER II LIMITED

Account Number: 001-10206-0-089 & 001-10207-8-089

To: Goldman, Sachs & Co.

This agreement sets forth our respective rights and obligations in connection with your accepting a cash or margin account or accounts for the corporation named herein ("Client"). This agreement is in addition to (and in no way limits or restricts) any of the provisions of or the rights which you or any of your affiliates may have under any other agreements between you or any of your affiliates and Client. You and Client hereby agree to the following with respect to any of Client's accounts with you and all transactions with you:

1. Exchange or Market. All transactions under this agreement shall be in accordance with the rules and customs of the exchange or market and its clearing house, if any, where the transactions are executed and in conformity with applicable law and regulations of governmental authorities and future amendments or supplements thereto.

2. General Lien; Delivery of Collateral. Client agrees that all securities and other property, and the proceeds thereof, and any other obligations, whether or not due, which you or any of your affiliates may hold for Client or which are, or may become, due to Client (either individually or jointly with others or in which Client has any interest) and all rights Client may have against you or any of your affiliates shall be subject to a general lien, security interest and right of set-off for the discharge of all Client's obligations to you or any of your affiliates. Client further agrees that you may, in your discretion at any time and from time to time, require Client to deliver collateral to margin and secure Client's performance of obligations to you and your affiliates with respect to spot, forward, option, swap and other transactions involving or relating to foreign exchange. Such collateral shall be delivered, within one business day of your request, in such amount and form and to such account or recipient as you shall specify. You may, in your discretion and without notice to Client, deduct any amounts from Client's account and apply or transfer any of Client's securities and other property interchangeably between any of Client's accounts, each of which unreservedly guarantees all obligations of Client. Client acknowledges that you and each of your affiliates act as agents for each other in respect of the rights subject to lien as described above.

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4. Default. In the event of default by Client of any obligation under any transaction or agreement with you or any of your affiliates, if Client shall become bankrupt, insolvent or subject to any bankruptcy, reorganization, insolvency or similar proceeding, or if for any reason you or any of your affiliates deem it advisable for your or their protection, you or any of your affiliates may, without notice or demand to Client, and at such times and places as you may determine, cancel, terminate, accelerate, liquidate and/or close-out any or all transactions and agreements between Client and you or any of your affiliates, pledge or sell any securities or other property which you or any of your affiliates may hold for Client or which is due to Client (either individually or jointly with others) and apply the proceeds to the discharge of the obligation, set-off, net and recoup any obligations to Client against any obligations to you or any of your affiliates, exercise all rights of a secured creditor in respect of all collateral in which you or your affiliates have a security interest or right of set-off, cover any open positions of Client (by buying in or borrowing securities or otherwise) and take such other actions as you or any of your affiliates deem appropriate provided that if applicable law would stay or otherwise impair the ability of you or any of your affiliates to take any such action upon any such bankruptcy, reorganization, insolvency or similar proceeding, you and the applicable affiliate(s) will be deemed to have taken such action with respect to the cancellation, termination, acceleration, liquidation and/or close-out of transactions, and the application of appropriate set-offs, and if and to the extent you deem it appropriate, the sale or disposition of securities or other assets of Client, the exercise of rights of a secured creditor, and the application of proceeds immediately prior to such bankruptcy, reorganization, insolvency or similar proceeding. Client shall remain liable for any deficiency and shall promptly reimburse you and your affiliates for any loss or expense incurred thereby, including losses sustained by reason of an inability to borrow any securities or other property sold for Client's account.

5. Interest, Fees. Client agrees to pay interest charges which may be imposed by you in accordance with your usual custom, with respect to late payments in conjunction with any transaction, including for securities purchased, in Client's account and prepayments in Client's account (i.e., the crediting of the proceeds of sale prior to settlement date or prior to receipt by you of the item sold in good deliverable form). Client acknowledges receipt of the enclosed document entitled "Interest Charges to Clients" and agrees to be bound thereby. Client agrees to pay promptly any amount which may become due in order to meet requests for additional deposits or marks to market with respect to any transactions including unissued securities purchased or sold by Client. Client agrees to pay promptly any custody or other fees which may be imposed by you with respect to the account.

6. Sale Orders. Except as provided in the last sentence of this Section 6, the giving of each sell order by Client shall constitute a designation of the sale as "long" and a certification that the securities to be sold are owned by Client and, if such securities are not in your possession, the placing of such order shall constitute a warranty by Client that Client shall deliver such securities to you on or before settlement date. If Client maintains a margin account, Client agrees to designate all sell orders as either "long" or "short".

7. Reports, Statements. Reports or confirmations of the execution of orders and statements of Client's account shall be conclusive if not objected to in writing within ten (10) days after forwarding by you to Client by mail or otherwise. Communications mailed, electronically transmitted or otherwise sent to Client at the address specified in your records shall, until three (3) business days after you have received notice in writing of a different address, be deemed to have been forwarded by you when sent and the Client waives all claims resulting from failure to receive such communications.

8. Custodial Arrangements. If you act as custodian for the securities and other property in Client's account, you are authorized to register such securities in your name or the name of your nominee, or cause such securities to be registered in the name of, or in the name of the nominee of, a recognized depository or clearing organization. Client understands that when you hold on Client's behalf bonds or preferred stocks which are callable in part by the issuer, such securities will be subject to your impartial lottery allocation system in which the probability of Client's securities being selected as called is proportional to the holdings of all clients of such securities held in bulk by or for you. Client further understands that you will withdraw such securities from any depository prior to the first date on which suc securities may be called unless such depository has adopted an impartial lottery syste which is applicable to all participants. Client may withdraw uncalled securities prior to partial call subject to compliance with applicable margin requirements and the term of any agreements between you and Client. You are authorized to withdraw securitie sold or otherwise disposed of, and to credit Client's account with the proceeds thereof or mak such other disposition thereof as Client may direct. You are further authorized t collect all income and other payments which may become due on Client's securitie to surrender for payment maturing obligations and those called for redemption an to exchange certificates in temporary form for like certificates in definitive form, or, the par value of any shares is changed, to effect the exchange for new certificates. It understood and agreed by Client that although you will use reasonable effort to effect the authorization set forth in the preceding sentence, you will incur no liabili for your failure to effect the same.

9. Termination. Client and you agree that the accounts maintained hereunder may b terminated by you or Client at any time effective upon the giving of notice of such terminatic to Client or to you, as the case may be. All applicable provisions will survive the termination the account and the agreement. Without limiting the foregoing, upon any such termination, th provisions of this agreement shall remain in effect with respect to all securities and oth property then held in such account or accounts and all transactions and agreements the outstanding between Client and you or any of your affiliates.

10. Orders, Recommendations, Bunching. Client acknowledges that, on occasion, you ma not be in a position to make a recommendation or render an opinion with respect to ar security. Client agrees that: i) you may, in your sole discretion and without prior notice Client, refuse to accept or execute any order from Client and, in such case, you shall endeav to give Client notice of such refusal as soon as practical; ii) you may submit Client's orde jointly with orders for other clients and you need not designate any of Client's eligible orders "Individual" when submitting orders via the DOT system and; iii) the average price fo executions resulting from bunched orders will be assigned to Client's account.

11. Governing Law, Successor and Assigns, Waiver. This agreement and its enforcemen shall be governed by the laws of the State of New York and its provisions shall con individually and collectively all accounts which Client may maintain with you. Th agreement is binding upon and inures to the benefit of you, your affiliates, Client, and o respective legal representatives, successors and assigns. Neither you nor Client may assign rights or delegate its obligations under this agreement, in whole or in part, without the pri written consent of the other party except for an assignment and delegation by you of all of yo rights and obligations hereunder to a successor entity that assumes substantially all of yo assets and businesses (including all of the obligations under this agreement) by contrac operation of law or otherwise and that is a registered broker-dealer under relevant Securit and Exchange Commission rules. Upon any such delegation and assumption of obligations such successor entity, you shall be relieved of and fully discharged from all your obligatio hereunder, whether such obligations arose before or after the date of such delegation ar assumption. No waiver of any provision of this agreement shall be deemed a waiver of ar other provision, nor a continuing waiver of the provision or provisions so waived. All waive and modifications must be in writing.

12. Arbitration.

(a) Arbitration is final and binding on the parties.

(b) The parties are waiving their right to seek remedies in court, including th right to a jury trial.

(c) Pre-arbitration discovery is generally more limited than and different fro court proceedings.

(d) The arbitrators' award is not required to include factual findings or leg reasoning and any party's right to appeal or to seek modification of rulin by the arbitrators is strictly limited.

(e) The panel of arbitrators will typically include a minority of arbitrators wh were or are affiliated with the securities industry.

Any controversy between you (together with any of your affiliates also involved such controversy) or any of your or their Managing Directors, officers, directo or employees on the one hand, and Client or Client's agents on the other han arising out of or relating to this agreement, the transactions contemplate hereby, or the accounts established hereunder, shall be settled by arbitration, accordance with the rules then obtaining of any one of the American Arbitrati Association or The New York Stock Exchange, Inc., or any other exchange which you are a member, or the National Association of Securities Dealers, In or The Municipal Securities Rulemaking Board, as Client may elect. If Clie does not make such election by registered mail addressed to you at your ma office within ten (10) days after receipt of notification from you requesting su election, then Client authorizes you to make such election on behalf of Clien The award of the arbitrator shall be final, and judgment upon the award rendere may be entered in any court, state or federal, having jurisdiction.

No person shall bring a putative or certified class action to arbitration, nor see to enforce any pre-dispute arbitration agreement against any person who h initiated in court a putative class action or who is a member of a putative cla who has not opted out of the class with respect to any claims encompassed the putative class action until: (i) the class certification is denied; (ii) the class decertified; or (iii) the Client is excluded from the class by the court.

Such forbearance to enforce an agreement to arbitrate shall not constitute waiver of any rights under this agreement except to the extent stated herein.

13. Client Representation. Client represents that no one except the Client has an interest Client's account unless such interest is revealed in the title of such account and in any such ca Client has the interest indicated in such title.

MARGIN

No margin account will be established for the Client unless and until the account is approved for margin transactions by Goldman, Sachs & Co.

Please complete Section 14 only if Client wishes to apply for a margin account.

14. Margin. Section 14 applies to transactions effected in a securities margin account which has been established by you. The provisions of Section 14 are in addition to the other provisions contained in this agreement.

a) Client represents and warrants to you that Client has had an opportunity to discuss with you the risks associated with the use of margin and that the use of margin is consistent with Client's investment objectives as supplied to you, including, if applicable, the designation of safety of principal as Client's primary investment objective.

b) Client agrees to maintain margins for Client's account as you may require from time to time. Client agrees to pay interest charges which are imposed, in accordance with your usual custom, with respect to Client's account and to pay on demand any debit balance owing with respect to Client's account.

c) Client agrees that securities and other property in Client's account may be carried in your general loans and may be pledged or hypothecated separately or in common with other securities and any other property for the sum due to you thereon or for a greater sum and without retaining in your possession and control for delivery a like amount of similar securities or other property. Notwithstanding any provision of this Agreement to the contrary, so long as no default exists hereunder, you are not authorized to loan or transfer Client's equity securities over a dividend record date to any party for use in connection with a short sale and that certain rights of ownership, including the right to vote such securities, may be transferred to you or by you to others.

By signing here, Client indicates a desire to apply for a securities margin account, agrees to abide by all provisions in Section 14, and acknowledges that Client's securities may be loaned to Goldman, Sachs & Co. or to others.

Legal Name of Corporation: Boulder II Limited

By: (Signature of Authorized Officer) [signature]

Date: April 26, 1999

Please Print Name and Title: Louise Morwick, Direc

SECTIONS 15 - 23 MUST BE COMPLETED BY THE CLIENT:

15. Investment Objectives. While individual transactions may vary, Client's investment objectives with respect to securities transactions are set forth below. Such information does not apply to other transactions with you or with any of your affiliates. ***Please rank all applicable objectives in order of preference ("1" indicates the highest preference, "5" indicates the lowest preference).***

5 **Growth:** Client is more interested in having the market value of the portfolio grow over the long term than in current income from portfolio; Client is prepared to accept additional risk to principal to achieve this growth.

4 **Income:** Client is more interested in obtaining a steady stream of current income from the portfolio than in growth of the portfolio.

3 **Safety of Principal:** Client is interested primarily in preserving the value of the account assets, and is willing to forego more growth or higher income.

1 **Trading Profits:** Client wants to take advantage of short-term trading opportunities, which may involve establishing and then liquidating positions quickly.

2 **Speculation:** Client is interested in taking above-average risks to principal in an attempt to achieve above-average returns.

The above information regarding Client's investment objectives represents Client's current preference and supersedes any indications of such preferences that Client may have previously provided to you with respect to securities transactions other than information specifically supplied with respect to options transactions.

16. Orders Placed by Others. If you are authorizing someone **other than a director, officer or employee of the corporation** to place orders on behalf of the corporation, please indicate the person's name below **and complete the enclosed trading authorization.**

Any one director of Boulder Management Inc.

17. Payment Agreement. You are authorized to rely on the payment instructions set forth below until written notice believed by you in good faith to be genuine of any changes regarding such instructions is received by you. In addition, when so instructed, you may, but you are not required to, follow payment instruction which differ from the instruction set forth below with respect to specified transactions; provided, however, that only a person believed by you in good faith to be an officer or director of Client, or a person with trading authorization over Client's account, may authorize the transfer of funds to an account which is not in Client's name only.

Payment Instructions:

Name of Bank or Other Recipient: RBC Dominion Securities Inc.

Address: Royal Bank Plaza, P.O. Box 50, Toronto, O Canada M5L 1

Name of Account: Boulder II Limited

Account Number: 475-80102-2-9

Contact Name and Telephone Number (if applicable): David Barker Tel: 416.842.8076

The following persons are among those authorized to transfer funds: Any one director of Boulder II Limited or any one director of Boulder II

18. Employer Identification Number ___ - ___ - ___

19. State/Country of Incorporation Cayman Islands

20. Street Address of Principal Executive Office
Hemisphere House, 9 Church Street
Hamilton, HM DX, Bermuda

21. Street Address of Registered Office
2nd Floor, Genesis Building
Georg Town, Grand Cayman, Cayman Islands

22. Corporate Affiliation: Name of Parent Company (if applicable)
N/A

23. Disclosure to Issuers. Client understands that you may be required to disclose to securities issuers the name, address and securities positions with respect to securities held in the Client's account in your or your nominee's name unless you are notified that Client objects Client hereby notifies you that Client wishes such disclosure to be made.

☑ **CLIENT SHOULD CHECK THIS BOX IF CLIENT DOES NOT CONSENT TO SUCH DISCLOSURE.**

By signing below, Client acknowledges receipt of a copy of this Corporate Account Agreement. A predispute arbitration clause is contained in Section 12 hereof.

Legal Name of Corporation: Boulder II Limited

By: (Signature of Authorized Officer) [signature]

Please Print Name and Title: Louise Morwick, Director

Date: April 26, 1999

For Goldman, Sachs & Co. use only

Account Representative Receiving Account: [signature]

Date: 8/3/99

Manager Reviewing Account: [signature]

Date: 8/9/99

ACCT/CL/PNC/101

Corporate Account Agreement

AAG 1
PNC
101

Goldman, Sachs & Co.
85 Broad Street
New York, NY 10004-2456
212-902-1000

Goldman Sachs

Legal Name of Corporation: Onex Industrial Partners Limited

Account Number: 001-10845-5-089 001-10852-1-089 001-10856-4-089

To: Goldman, Sachs & Co.

This agreement sets forth our respective rights and obligations in connection with your accepting a cash or margin account or accounts for the corporation named herein ("Client"). This agreement is in addition to (and in no way limits or restricts) any of the provisions of or the rights which you or any of your affiliates may have under any other agreements between you or any of your affiliates and Client. You and Client hereby agree to the following with respect to any of Client's accounts with you and all transactions with you:

1. Exchange or Market. All transactions under this agreement shall be in accordance with the rules and customs of the exchange or market and its clearing house, if any, where the transactions are executed and in conformity with applicable law and regulations of governmental authorities and future amendments or supplements thereto.

2. General Lien; Delivery of Collateral. Client agrees that all securities and other property, and the proceeds thereof, and any other obligations, whether or not due, which you or any of your affiliates may hold for Client or which are, or may become, due to Client (either individually or jointly with others or in which Client has any interest) and all rights Client may have against you or any of your affiliates shall be subject to a general lien, security interest and right of set-off for the discharge of all Client's obligations to you or any of your affiliates. Client further agrees that you may, in your discretion at any time and from time to time, require Client to deliver collateral to margin and secure Client's performance of obligations to you and your affiliates with respect to spot, forward, option, swap and other transactions involving or relating to foreign exchange. Such collateral shall be delivered, within one business day of your request, in such amount and form and to such account or recipient as you shall specify. You may, in your discretion and without notice to Client, deduct any amounts from Client's account and apply or transfer any of Client's securities and other property interchangeably between any of Client's accounts, each of which unreservedly guarantees all obligations of Client. Client acknowledges that you and each of your affiliates act as agents for each other in respect of the rights subject to lien as described above.

3. Payment and Settlement. Client agrees that all cash account transactions will be handled on a cash basis and Client shall pay for any security purchased for Client's account, and deliver any securities sold for Client's account, on or before the settlement date. Client agrees to pay on demand all balances owing with respect to Client's account. Client warrants that no sale of securities is contemplated before the securities are paid for as provided above and that each item sold will be owned by Client at the time of sale.

4. Default. In the event of default by Client of any obligation under any transaction or agreement with you or any of your affiliates, if Client shall become bankrupt, insolvent or subject to any bankruptcy, reorganization, insolvency or similar proceeding, or if for any reason you or any of your affiliates deem it advisable for your or their protection, you or any of your affiliates may, without notice or demand to Client, and at such times and places as you may determine, cancel, terminate, accelerate, liquidate and/or close-out any or all transactions and agreements between Client and you or any of your affiliates, pledge or sell any securities or other property which you or any of your affiliates may hold for Client or which is due to Client (either individually or jointly with others) and apply the proceeds to the discharge of the obligation, set-off, net and recoup any obligations to Client against any obligations to you or any of your affiliates, exercise all rights of a secured creditor in respect of all collateral in which you or your affiliates have a security interest or right of set-off, cover any open positions of Client (by buying in or borrowing securities or otherwise) and take such other actions as you or any of your affiliates deem appropriate provided that if applicable law would stay or otherwise impair the ability of you or any of your affiliates to take any such action upon any such bankruptcy, reorganization, insolvency or similar proceeding, you and the applicable affiliate(s) will be deemed to have taken such action with respect to the cancellation, termination, acceleration, liquidation and/or close-out of transactions, and the application of appropriate set-offs, and if and to the extent you deem it appropriate, the sale or disposition of securities or other assets of Client, the exercise of rights of a secured creditor, and the application of proceeds immediately prior to such bankruptcy, reorganization, insolvency or similar proceeding. Client shall remain liable for any deficiency and shall promptly reimburse you and your affiliates for any loss or expense incurred thereby, including losses sustained by reason of an inability to borrow any securities or other property sold for Client's account.

5. Interest, Fees. Client agrees to pay interest charges which may be imposed by you in accordance with your usual custom, with respect to late payments in conjunction with any transaction, including for securities purchased, in Client's account and prepayments in Client's account (i.e., the crediting of the proceeds of sale prior to settlement date or prior to receipt by you of the item sold in good deliverable form). Client acknowledges receipt of the enclosed document entitled "Interest Charges to Clients" and agrees to be bound thereby. Client agrees to pay promptly any amount which may become due in order to meet requests for additional deposits or marks to market with respect to any transactions including unissued securities purchased or sold by Client. Client agrees to pay promptly any custody or other fees which may be imposed by you with respect to the account.

6. Sale Orders. Except as provided in the last sentence of this Section 6, the giving of each sell order by Client shall constitute a designation of the sale as "long" and a certification that the securities to be sold are owned by Client and, if such securities are not in your possession, the placing of such order shall constitute a warranty by Client that Client shall deliver such securities to you on or before settlement date. If Client maintains a margin account, Client agrees to designate all sell orders as either "long" or "short".

7. Reports, Statements. Reports or confirmations of the execution of orders and statements of Client's account shall be conclusive if not objected to in writing within ten (10) days after forwarding by you to Client by mail or otherwise. Communications mailed, electronically transmitted or otherwise sent to Client at the address specified in your records shall, until three (3) business days after you have received notice in writing of a different address, be deemed to have been forwarded by you when sent and the Client waives all claims resulting from failure to receive such communications.

8. Custodial Arrangements. If you act as custodian for the securities and other property in Client's account, you are authorized to register such securities in your name or the name of your nominee, or cause such securities to be registered in the name of, or in the name of the nominee of, a recognized depository or clearing organization. Client understands that when you hold on Client's behalf bonds or preferred stocks which are callable in part by the issuer, such securities will be subject to your impartial lottery allocation system in which the probability of Client's securities being selected as called is proportional to the holdings of all clients of such securities held in bulk by or for you. Client further understands that you will withdraw such securities from any depository prior to the first date on which such securities may be called unless such depository has adopted an impartial lottery system which is applicable to all participants. Client may withdraw uncalled securities prior to a partial call subject to compliance with applicable margin requirements and the terms of any agreements between you and Client. You are authorized to withdraw securities sold or otherwise disposed of, and to credit Client's account with the proceeds thereof or make such other disposition thereof as Client may direct. You are further authorized to collect all income and other payments which may become due on Client's securities, to surrender for payment maturing obligations and those called for redemption and to exchange certificates in temporary form for like certificates in definitive form, or, if the par value of any shares is changed, to effect the exchange for new certificates. It is understood and agreed by Client that although you will use reasonable efforts to effect the authorization set forth in the preceding sentence, you will incur no liability for your failure to effect the same.

9. Termination. Client and you agree that the accounts maintained hereunder may be terminated by you or Client at any time effective upon the giving of notice of such termination to Client or to you, as the case may be. All applicable provisions will survive the termination of the account and the agreement. Without limiting the foregoing, upon any such termination, the provisions of this agreement shall remain in effect with respect to all securities and other property then held in such account or accounts and all transactions and agreements then outstanding between Client and you or any of your affiliates.

10. Orders, Recommendations, Broaching. Client acknowledges that, on occasion, you may not be in a position to make a recommendation or render an opinion with respect to any security. Client agrees that: i) you may, in your sole discretion and without prior notice to Client, refuse to accept or execute any order from Client and, in such case, you shall endeavor to give Client notice of such refusal as soon as practical; ii) you may submit Client's orders jointly with orders for other clients and you need not designate any of Client's eligible orders as "individual" when submitting orders via the DOT system and; iii) the average price for executions resulting from bunched orders will be assigned to Client's account.

11. Governing Law, Successor and Assigns, Waiver. This agreement and its enforcement shall be governed by the laws of the State of New York and its provisions shall cover individually and collectively all accounts which Client may maintain with you. This agreement is binding upon and inures to the benefit of you, your affiliates, Client, and our respective legal representatives, successors and assigns. Neither you nor Client may assign its rights or delegate its obligations under this agreement, in whole or in part, without the prior written consent of the other party, except for an assignment and delegation by you of all of your rights and obligations hereunder to a successor entity that assumes substantially all of your assets and businesses (including all of the obligations under this agreement) by contract, operation of law or otherwise and that is a registered broker-dealer under relevant Securities and Exchange Commission rules. Upon any such delegation and assumption of obligations by such successor entity, you shall be relieved of and fully discharged from all your obligations hereunder, whether such obligations arose before or after the date of such delegation and assumption. No waiver of any provision of this agreement shall be deemed a waiver of any other provision, nor a continuing waiver of the provision or provisions so waived. All waivers and modifications must be in writing.

12. Arbitration.

(a) Arbitration is final and binding on the parties.

(b) The parties are waiving their right to seek remedies in court, including the right to a jury trial.

(c) Pre-arbitration discovery is generally more limited than and different from court proceedings.

(d) The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.

(e) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

Any controversy between you (together with any of your affiliates also involved in such controversy) or any of your or their Managing Directors, officers, directors or employees on the one hand, and Client or Client's agents on the other hand, arising out of or relating to this agreement, the transactions contemplated hereby, or the accounts established hereunder, shall be settled by arbitration, in accordance with the rules then obtaining of any one of the American Arbitration Association or The New York Stock Exchange, Inc., or any other exchange of which you are a member, or the National Association of Securities Dealers, Inc. or The Municipal Securities Rulemaking Board, as Client may elect. If Client does not make such election by registered mail addressed to you at your main office within ten (10) days after receipt of notification from you requesting such election, then Client authorizes you to make such election on behalf of Client. The award of the arbitrator shall be final, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; (ii) the class is decertified; or (iii) the Client is excluded from the class by the court.

Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

13. Client Representation. Client represents that no one except the Client has an interest in Client's account unless such interest is revealed in the title of such account and in any such case Client has the interest indicated in such title.

Please See Reverse Side

MARGIN

No margin account will be established for the Client unless and until the account is approved for margin transactions by Goldman, Sachs & Co.

Please complete Section 14 only if Client wishes to apply for a margin account.

14. Margin. Section 14 applies to transactions effected in a securities margin account which has been established by you. The provisions of Section 14 are in addition to the other provisions contained in this agreement.

a) Client represents and warrants to you that Client has had an opportunity to discuss with you the risks associated with the use of margin and that the use of margin is consistent with Client's investment objectives as supplied to you, including, if applicable, the designation of safety of principal as Client's primary investment objective.

b) Client agrees to maintain margins for Client's account as you may require from time to time. Client agrees to pay interest charges which are imposed, in accordance with your usual custom, with respect to Client's account and to pay on demand any debit balance owing with respect to Client's account.

c) Client agrees that securities and other property in Client's account may be carried in your general loans and may be pledged or hypothecated separately or in common with other securities and any other property for the sum due to you thereon or for a greater sum and without retaining in your possession and control for delivery a like amount of similar securities or other property. Notwithstanding any provision of this Agreement to the contrary, so long as no default exists hereunder, you are not authorized to loan or transfer Client's equity securities over a dividend record date to any party for use in connection with a short sale and that certain rights of ownership, including the right to vote such securities, may be transferred to you or by you to others.

By signing here, Client indicates a desire to apply for a securities margin account, agrees to abide by all provisions in Section 14, and acknowledges that Client's securities may be loaned to Goldman, Sachs & Co. or to others.

Legal Name of Corporation: Onex Industrial Partners Limited

By: (Signature of Authorized Officer) E Heersink

Date:

Please Print Name and Title: Ewout Heersink - Director

SECTIONS 15 - 23 MUST BE COMPLETED BY THE CLIENT:

15. Investment Objectives. *While individual transactions may vary, Client's investment* objectives with respect to securities transactions are set forth below. Such information does not apply to other transactions with you or with any of your affiliates. ***Please rank all applicable objectives in order of preference ("1" indicates the highest preference, "5" indicates the lowest preference).***

5 **Growth:** Client is more interested in having the market value of the portfolio grow over the long term than in current income from portfolio, Client is prepared to accept additional risk to principal to achieve this growth.

4 **Income:** Client is more interested in obtaining a steady stream of current income from the portfolio than in growth of the portfolio.

3 **Safety of Principal:** Client is interested primarily in preserving the value of the account assets, and is willing to forego more growth or higher income.

1 **Trading Profits:** Client wants to take advantage of short-term trading opportunities, which may involve establishing and then liquidating positions quickly.

2 **Speculation:** Client is interested in taking above-average risks to principal in an attempt to achieve above-average returns.

The above information regarding Client's investment objectives represents Client's current preference and supersedes any indications of such preferences that Client may have previously provided to you with respect to securities transactions other than information specifically supplied with respect to options transactions.

16. Orders Placed by Others. If you are authorizing someone **other than a director, officer or employee of the corporation** to place orders on behalf of the corporation, please indicate the person's name below **and complete the enclosed trading authorization.**

Any one director of Boulder Management Inc.

17. Payment Agreement. You are authorized to rely on the payment instructions set forth below until written notice believed by you in good faith to be genuine of any changes regarding such instructions is received by you. In addition, when so instructed, you may, but you are not required to, follow payment instruction which differ from the instruction set forth below with respect to specified transactions; provided, however, that only a person believed by you in good faith to be an officer or director of Client, or a person with trading authorization over Client's account, may authorize the transfer of funds to an account which is not in Client's name only.

Payment Instructions:

Name of Bank or Other Recipient: RBC Dominion Securities Inc.

Address: Royal Bank Plaza, P.O. Box 50, Toronto Canada M5L 1A7

Name of Account: Onex Industrial Partners Limited

Account Number: 475-80103-2-8

Contact Name and Telephone Number (if applicable): David Barker 416. 842. 8076

The following persons are among those authorized to transfer funds: Any one director of Onex Industrial Partners Limited or any one director of ~~Boulder Management Inc~~

18. Employer Identification Number _____

19. State/Country of Incorporation Canada

20. Street Address of Principal Executive Office c/o Boulder Management Inc., 1670 Bayview Ave, Suite 308, Toronto, Ontario Canada M4G 3C2

21. Street Address of Registered Office c/o Onex Corporation, 161 Bay St. P.O. Box 700 Toronto, Ontario Canada M5J 2S1

22. Corporate Affiliation: Name of Parent Company (if applicable) Onex Corporation (Tel 416. 362. 7711)

23. Disclosure to Issuers. Client understands that you may be required to disclose to securities issuers the name, address and securities positions with respect to securities held in the Client's account in your or your nominee's name unless you are notified that Client objects. Client hereby notifies you that Client wishes such disclosure to be made.

☑ **CLIENT SHOULD CHECK THIS BOX IF CLIENT DOES NOT CONSENT TO SUCH DISCLOSURE.**

By signing below, Client acknowledges receipt of a copy of this Corporate Account Agreement. A predispute arbitration clause is contained in Section 12 hereof.

Legal Name of Corporation: Onex Industrial Partners Limited

By: (Signature of Authorized Officer) E Heersink

Please Print Name and Title: Ewout Heersink - Director

Date: May 12, 1999

For Goldman, Sachs & Co. use only

Account Representative Receiving Account: [signature]

Date: 8/3/99

Manager Reviewing Account: [signature]

Date: 8/27/99

ACCT/CL/PNC/101

Addendum to Corporate Account Agreement

Goldman, Sachs & Co.
85 Broad Street
New York, NY 10004-2456
212-902-1000

Title of Account	Account Number
Onex Industrial Partners Limited	001-10845-5-089 001-10852-1-089 001-10855-4-089

Dear Client:

Effective August 17, 1998, we are required to obtain the following information from clients in accordance with changes to the NASD regulations concerning "Free-Riding and Withholding". May we request that you complete the following section:

Section 24. Broker-Dealer Affiliation

Is Client a foreign investment company? _____ **Yes** ✓ **No**

Does Client own, or has Client contributed to, the equity or capital of a broker-dealer, whether directly or indirectly?
_____ **Yes** ✓ **No**

If "yes", does Client's equity or capital interest exceed 10%? _____ **Yes** _____ **No**

Legal Name of Corporation: Onex Industrial Partners Limited

By: (Signature of Authorized Officer) [signature]

Please Print Name and Title: Ewout Hoersmit - Director

Date: May 12, 1999

GSCORADD 8/98

Partnership Account Agreement

PNC
AAG1
101

Goldman, Sachs & Co.
85 Broad Street
New York, NY 10004-2456
212-902-1000

Goldman Sachs

Legal Name of Partnership: Pebble Limited Partnership

Account Number: 001-108570-089 & 001-108745-089

To: Goldman, Sachs & Co.

This agreement sets forth our respective rights and obligations in connection with your accepting a cash or margin account or accounts for the partnership named herein ("Client") The agreements and obligations of Client set forth herein shall be deemed the agreements and obligations of the account or accounts established hereunder and each of the general partners. This agreement is in addition to (and in no way limits or restricts) any of the provisions of or the rights which you or any of your affiliates may have under any other agreements between you or any of your affiliates and Client. You and Client hereby agree to the following with respect to any of Client's accounts with you and all transactions with you:

1. Exchange or Market. All transactions under this agreement shall be in accordance with the rules and customs of the exchange or market and its clearing house, if any, where the transactions are executed and in conformity with applicable law and regulations of governmental authorities and future amendments or supplements thereto.

2. General Lien; Delivery of Collateral. Client agrees that all securities and other property, and the proceeds thereof, and any other obligation, whether or not due, which you or any of your affiliates may hold for Client or which are, or may become, due to Client (either individually or jointly with others or in which Client has any interest) and all rights Client may have against you or any of your affiliates shall be subject to a general lien, security interest and right of set-off for the discharge of all Client's obligations to you or any of your affiliates. Client further agrees that you may, in your discretion at any time and from time to time, require Client to deliver collateral to margin and secure Client's performance of obligations to you and your affiliates with respect to spot, forward, option, swap and other transactions involving or relating to foreign exchange. Such collateral shall be delivered, within one business day of your request, in such amount and form and to such account or recipient as you shall specify. You may, in your discretion and without notice to Client, deduct any amounts from Client's account and apply or transfer any of Client's securities and other property interchangeably between any of Client's accounts, each of which unreservedly guarantees all obligations of Client. Client acknowledges that you and each of your affiliates act as agents for each other in respect of the rights subject to lien as described above.

3. Payment and Settlement. Client agrees that all cash account transactions will be handled on a cash basis and Client shall pay for any security purchased for Client's account, and deliver any securities sold for Client's account, on or before the settlement date. Client agrees to pay on demand all balances owing with respect to Client's account. Client warrants that no sale of securities is contemplated before the securities are paid for as provided above and that each item sold will be owned by Client at the time of sale.

4. Default. In the event of default by Client of any obligation under any transaction or agreement with you or any of your affiliates, if Client shall become bankrupt, insolvent or subject to any bankruptcy, reorganization, insolvency or similar proceeding, or if for any reason you or any of your affiliates deem it advisable for your or their protection, you or any of your affiliates may, without notice or demand to Client, and at such times and places as you may determine, cancel, terminate, accelerate, liquidate and/or close-out any or all transactions and agreements between Client and you or any of your affiliates, pledge or sell any securities or other property which you or any of your affiliates may hold for Client or which is due to Client (either individually or jointly with others) and apply the proceeds to the discharge of the obligation, set-off, net and recoup any obligations to Client against any obligations to you or any of your affiliates, exercise all rights of a secured creditor in respect of all collateral in which you or your affiliates have a security interest or right of set-off, cover any open positions of Client (by buying in or borrowing securities or otherwise) and take such other actions as you or any of your affiliates deem appropriate provided that if applicable law would stay or otherwise impair the ability of your or any of your affiliates to take any such action upon any such bankruptcy, reorganization, insolvency or similar proceeding, you and the applicable affiliate(s) will be deemed to have taken such action with respect to the cancellation, termination, acceleration, liquidation and/or close-out of transactions, and the application of appropriate set-offs, and if and to the extent you deem it appropriate, the sale or disposition of securities or other assets of Client, the exercise of rights of a secured creditor, and the application of proceeds immediately prior to such bankruptcy, reorganization, insolvency or similar proceeding. Client shall remain liable for any deficiency and shall promptly reimburse you and your affiliates for any loss or expense incurred thereby, including losses sustained by reason of an inability to borrow any securities or other property sold for Client's account.

5. Interest, Fees. Client agrees to pay interest charges which may be imposed by you in accordance with your usual custom, with respect to late payments in conjunction with any transaction, including for securities purchased, in Client's account and prepayments in Client's account (i.e., the crediting of the proceeds of sale prior to settlement date or prior to receipt by you of the item sold in good deliverable form). Client acknowledges receipt of the enclosed document entitled "Interest Charges to Clients" and agrees to be bound thereby Client agrees to pay promptly any amount which may become due in order to meet requests for additional deposits or marks to market with respect to any transactions including unissued securities purchased or sold by Client. Client agrees to pay promptly any custody or other fees which may be imposed by you with respect to the account.

6. Sale Orders. Except as provided in the last sentance of this Section 6, the giving of each sell order by Client shall constitute a designation of the sale as "long" and a certification that the securities to be sold are owned by Client and, if such securities are not in your possession, the placing of such order shall constitute a warranty by Client that Client shall deliver such securities to you on or before settlement date. If Client maintains a margin account, Client agrees to designate all sell orders as either "long" or "short".

7. Reports, Statements. Reports or confirmations of the execution of orders and statements of Client's account shall be conclusive if not objected to in writing within ten (10) days after forwarding by you to Client by mail or otherwise. Communications mailed, electronically transmitted or otherwise sent to Client at the address specified in your records shall, until three (3) business days after you have received notice in writing of a different address, be deemed to have been forwarded by you when sent and the Client waives all claims resulting from failure to receive such communications.

8. Custodial Arrangements. If you act as custodian for the securities and other property in Client's account, you are authorized to register such securities in your name or the name of your nominee, or cause such securities to be registered in the name of, or in the name of the nominee of, a recognized depository or clearing organization. Client understands that when you hold on Client's behalf bonds or preferred stocks which are callable in part by the issuer, such securities will be subject to your impartial lottery allocation system in which the probability of Client's securities being selected as called is proportional to the holdings of all clients of such securities held in bulk by or for you. Client further understands that you will withdraw such securities from any depository prior to the first date on which such securities may be called unless such depository has adopted an impartial lottery system which is applicable to all participants. Client may withdraw uncalled securities prior to a partial call subject to compliance with applicable margin requirements and the terms of any agreements between you and Client. You are authorized to withdraw securities sold or otherwise disposed of, and to credit Client's account with the proceeds thereof or make such other disposition thereof as Client may direct. You are further authorized to collect all income and other payments which may become due on Client's securities, to surrender for payment maturing obligations and those called for redemption and to exchange certificates in temporary form for like certificates in definitive form, or, if the par value of any shares is changed, to effect the exchange for new certificates. It is understood and agreed by Client that although you will use reasonable efforts to effect the authorization set forth in the preceding sentence, you will incur no liability for your failure to effect the same.

9. Terminations. Client and you agree that the accounts maintained hereunder may be terminated by you or Client at any time effective upon the giving of notice of such termination to Client or to you, as the case may be All applicable provisions will survive the termination of the account and this agreement Without limiting the foregoing, upon any such termination, the provisions of this agreement shall remain in effect with respect to all securities and other property then held in such account or accounts and all transactions and agreements then outstanding between Client and you or any of your affiliates.

10. Orders, Recommendations, Bunching. Client acknowledges that, on occasion, you may not be in a position to make a recommendation or render an opinion with respect to any security. Client agrees that: i) you may, in your sole discretion and without prior notice to Client, refuse to accept or execute any order from Client and, in such case, you shall endeavor to give Client notice of such refusal as soon as practical; ii) you may submit Client's orders jointly with orders for other clients and you need not designate any of Client's eligible orders as "Individual" when submitting orders via the DOT system and; iii) the average price for executions resulting from bunched orders will be assigned to Client's account.

11. Governing Law, Successor and Assigns, Waiver. This agreement and its enforcement shall be governed by the laws of the State of New York and its provisions shall cover individually and collectively all accounts which Client may maintain with you. This agreement is binding upon and inures to the benefit of you, your affiliates, Client, and our respective legal representatives, successors and assigns. Neither you nor Client may assign its rights or delegate its obligations under this agreement, in whole or in part, without the prior written consent of the other party, except for an assignment and delegation by you of all of your rights and obligations hereunder to a successor entity that assumes substantially all of your assets and businesses (including all of the obligations under this agreement) by contract, operation of law or otherwise and that is a registered broker-dealer under relevant Securities and Exchange Commission rules. Upon any such delegation and assumption of obligations by such successor entity, you shall be relieved of and fully discharged from all your obligations hereunder, whether such obligations arose before or after the date of such delegation and assumption No waiver of any provision of this agreement shall be deemed a waiver of any other provision, nor a continuing waiver of the provision or provisions so waived. All waivers and modifications must be in writing.

12. Arbitration.

(a) Arbitration is final and binding on the parties.

(b) The parties are waiving their right to seek remedies in court, including the right to a jury trial.

(c) Pre-arbitration discovery is generally more limited than and different from court proceedings.

(d) The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.

(e) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

Any controversy between you (together with any of your affiliates also involved in such controversy) or any of your or their Managing Directors, officers, directors or employees on the one hand, and Client or Client's agents on the other hand, arising out of or relating to this agreement, the transactions contemplated hereby, or the accounts established hereunder, shall be settled by arbitration, in accordance with the rules then obtaining of any one of the American Arbitration Association or The New York Stock Exchange, Inc., or any other exchange of which you are a member, or the National Association of Securities Dealers, Inc. or The Municipal Securities Rulemaking Board, as Client may elect. If Client does not make such election by registered mail addressed to you at your main office within ten (10) days after receipt of notification from you requesting such election, then Client authorizes you to make such election on behalf of Client. The award of the arbitrator shall be final, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; (ii) the class is decertified; or (iii) the Client is excluded from the class by the court.

Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

Please See Reverse Side

13. Client Representations. Client represents that no one except the Client has an interest in Client's account unless such interest is revealed in the title of such account and in any such case, Client has the interest indicated in such title. Client warrants that you will be kept informed of any changes in the information supplied to you herein or otherwise in connection with your establishing and maintaining an account or accounts for Client.

14. Power and Authority. Each of the undersigned is a general partner of the partnership and has full power and authority on behalf of all of the undersigned: (a) to make purchases and sales for Client's account; (b) to withdraw funds, securities and other property from Client's account; (c) to give and receive instructions, demands, notices, confirmations, reports, statements of account and communications of every kind; (d) to execute this agreement and other agreements relating to the foregoing matters and to terminate, modify, or waive any of the provisions thereof, and (e) generally to deal with you on behalf of Client's account, either individually or in the name of the partnership, as fully and completely as if each alone were interested therein, all without notice to the other or others. Notwithstanding the foregoing, Client agrees that you may, in your sole discretion: (i) require joint instruction from some or all of the general partners before taking any action hereunder and (ii) if you should receive instructions from any one or more of the general partners which are, in your opinion, in conflict with instructions received from any other general partner(s), comply with any of such instructions and/or advise Client of the apparent conflict and/or take no action as to any such instructions until you receive instructions from any one or more of the general partners which are satisfactory to you. The authority conferred herein shall remain in force until written notice of the revocation, signed by Client, is received at your New York office.

15. Liability. Client agrees that Client and the general partners, and each of their estates, executors, administrators and legal representatives shall be jointly and severally liable with respect to the account established hereunder.

16. Ownership. Client agrees that all funds, securities and other property held for the account and the proceeds thereof shall be held for the account in the manner indicated in the account title, with all the legal and equitable rights of every nature and kind, and subject to all the obligations and conditions, that such form of ownership imposes. In the event of the death, resignation or incompetency of any one of the general partners, or other change which affects the manner in which the property in the account is held, you shall immediately be given written notice thereof and, in addition to the actions permitted under any agreements relating to Client's account, you are authorized to take such action, require such documents and tax waivers, and retain such portion of or restrict transactions in the account, all as you may deem advisable.

MARGIN

No margin account will be established for the Client unless and until the account is approved for margin transactions by Goldman, Sachs & Co.

Please complete Section 17 only if Client wishes to apply for a margin account.

17. Margin. Section 17 applies to transactions effected in a securities margin account which has been established by you. The provisions of Section 17 are in addition to the other provisions contained in this agreement.

a) Client represents and warrants to you that Client has had an opportunity to discuss with you the risks associated with the use of margin and that the use of margin is consistent with Client's investment objectives as supplied to you, including, if applicable, the designation of safety of principal as Client's primary investment objective.

b) Client agrees to maintain margins for Client's account as you may require from time to time. Client agrees to pay interest charges which are imposed, in accordance with your usual custom, with respect to Client's account and to pay on demand any debit balance owing with respect to Client's account.

c) Client agrees that securities and other property in Client's account may be carried in your general loans and may be pledged or hypothecated separately or in common with other securities and any other property for the sum due to you thereon or for a greater sum and without retaining in your possession and control for delivery a like amount of similar securities or other property and that certain rights of ownership, including the right to vote such securities, may be transferred to you or by you to others.

By signing here, Client indicates a desire to apply for a securities margin account, agrees to abide by all provisions in Section 17, and acknowledges that Client's securities may be loaned to Goldman, Sachs & Co. or to others.

Signature of General Partner: Pebble Capital Inc. **Date:** July 13, 1999

Chris Govan
President & Director

Signature of General Partner: **Date:**

Signature of General Partner: **Date:**

Signature of General Partner: **Date:**

SECTIONS 18-26 MUST BE COMPLETED ON BEHALF OF THE ACCOUNT:

18. Associations of Partners. Unless otherwise indicated below, Client represents and warrants that no partner of Client is associated with: any exchange, any member or member organization of any exchange, the NASD, or any broker-dealer.

Explanation:

19. Financial Information of Partnership.

	Below $250,000	$250,000 to $1,000,000	$1,000,000 to $5,000,000	Over $5,000,000
Total Net Worth	☐	☐	☐	☒
Annual Income	☐	☐	☒	☐
Total Net Liquid Assets	☐	☐	☐	☒

Please See Next Page

20. Investment Objectives. While individual transactions may vary, Client's investment objectives with respect to securities transactions are set forth below. Such information does not apply to other transactions with you or with any of your affiliates. ***Please rank all applicable objectives in order of preference ("1" indicates the highest preference, "5" indicates the lowest preference).***

5 **Growth:** Client is more interested in having the market value of the portfolio grow over the long term than in current income from portfolio; Client is prepared to accept additional risk to principal to achieve this growth.

4 **Income:** Client is more interested in obtaining a steady stream of current income from the portfolio than in growth of the portfolio.

3 **Safety of Principal:** Client is interested primarily in preserving the value of the account assets, and is willing to forego more growth or higher income.

1 **Trading Profits:** Client wants to take advantage of short-term trading opportunities, which may involve establishing and then liquidating positions quickly.

2 **Speculation:** Client is interested in taking above-average risks to principal in an attempt to achieve above-average returns.

The above information regarding Client's investment objectives represents Client's current preference and supersedes any indications of such preferences that Client may have previously provided to you with respect to securities transactions other than information specifically supplied with respect to options transactions.

21. Orders Placed by Others. If you are authorizing someone other than a general partner to place orders on behalf of the partnership, please indicate the person's name below **and complete the enclosed trading authorization.**

Boulder Management Inc. (any one director of)

22. Disclosure to Issuers. Client understands that you may be required to disclose to securities issuers the name, address and securities positions with respect to securities held in the Client's account in your or your nominee's name unless you are notified that Client objects. Client hereby notifies you that Client wishes such disclosure to be made.

☑ **CLIENT SHOULD CHECK THIS BOX IF CLIENT DOES NOT CONSENT TO SUCH DISCLOSURE.**

23. Payment Agreement. You are authorized to rely on the payment instructions set forth below until written notice believed by you in good faith to be genuine of any changes regarding such instructions is received by you. In addition, when so instructed you may, but you are not required to, follow payment instructions which differ from the instructions set forth below with respect to specified transactions; provided, however, that only a person believed by you in good faith to be a general partner of the partnership or a person with trading authorization over Client's account may authorize the transfer of funds to an account which is not in the name of the partnership account established hereunder.

Payment Instructions:

Name of Bank or Other Recipient: RBC Dominion Securities Inc.

Address: Royal Bank Plaza, P.O. Box 50, Toronto Canada M4G-3C

Name of Account: Pebble Capital Inc.

Account Number: 475-80104

Contact Name and Telephone Number (if applicable): David Barker Tel: 416. 842. 8076

The following persons are among those authorized to transfer funds: Any one officer of Pebble Capital Inc. or any one director of Boulder Management Inc.

24. Address of Partnership.

Street Address: c/o Boulder Management Inc. 1670 Bayview Ave, Suite 308

City: Toronto State: Ontario Zip: Canada Country: M4G-3C

25. State/Country of Organization. Client is organized under the laws of Ontario (Canada)

26. Corporate Partners. List any general partners of Client that are corporations and identify state/country of incorporation.

Pebble Capital Inc. - sole general partner and is incorporated under the laws of Ontario (Canada)

By signing below, Client acknowledges receipt of a copy of this Partnership Account Agreement. A predispute arbitration clause is contained in Section 12 hereof.

Signature of General Partner:	Pebble Capital Inc.	**Date:**	July 13, 1999
Please Print Name:	Chris Govan	President & Director	
Signature of General Partner:		**Date:**	
Please Print Name:			
Signature of General Partner:		**Date:**	
Please Print Name:			
Signature of General Partner:		**Date:**	
Please Print Name:			

For Goldman, Sachs & Co. use only

Account Representative Receiving Account		Manager Reviewing Account	
Date	8/3/99	Date	8/27/99

Addendum to Partnership Account Agreement

Goldman, Sachs & Co.
85 Broad Street
New York, NY 10004-2456
212-902-1000

Title of Account	Account Number
Pebble Limited Partnership	001-10857-0-089 & 001-10874-5-189

Dear Client:

Effective August 17, 1998, we are required to obtain the following information from clients in accordance with changes to the NASD regulations concerning "Free-Riding and Withholding". May we request that you complete the following section:

18. (b). Association of Partners. (continued)

Does Client or any partner of Client own, or has Client or any such partner contributed to, the equity or capital of a broker-dealer, whether directly or indirectly? _____ **Yes** ✓ **No**

If "yes", does Client's or such partner's equity or capital interest exceed 10%? _____ **Yes** _____ **No**

Pebble Capital Inc.

Signature of General Partner: **Date:** July 13, 1999

Please Print Name: Chris Golden, President & Director

Signature of General Partner: **Date:**

Please Print Name:

Signature of General Partner: **Date:**

Please Print Name:

Signature of General Partner: **Date:**

Please Print Name:

Master Letter
Non-U.S. Investment Adviser

Goldman, Sachs & Co.
85 Broad Street
New York, NY 10004-2456
212-902-1000

Goldman Sachs

Name of Investment Adviser
SILVERCREEK MANAGEMENT INC.

To: Goldman, Sachs & Co.

We act as investment adviser for a number of clients (none of whom are United States residents) under an agreement or power of attorney to invest on their behalf, including the execution of orders to buy and sell securities and to bunch orders and average prices for those clients, provided that you will make available information regarding actual prices upon request. Please be advised that we are fully aware of the financial position and the investment objectives and investment limitations of these clients. In lieu of furnishing you with specific evidence of our authority and other information in connection with each account in which we give an order with respect to securities, we agree (without limiting our obligations to you) to indemnify and hold you harmless in the event that any person or entity should make claim against you that your execution of any order on the basis of our instruction was without authority or was not suitable for the account. We hereby represent that we have all necessary authorizations to enter into this agreement.

In any case where a security transaction is to be executed by Goldman, Sachs & Co. which is not authorized by the aforementioned documentation, our firm will notify the Goldman, Sachs & Co. representative so that the representative may communicate directly with the client and receive the necessary authority from the client involved.

We agree to the provisions concerning arbitration set forth below.

(a) Arbitration is final and binding on the parties.

(b) The parties are waiving their right to seek remedies in court, including the right to a jury trial.

(c) Pre-arbitration discovery is generally more limited than and different from court proceedings.

(d) The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.

(e) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

Any controversy between you (together with any of your affiliates also involved in such controversy) or any of your or their partners, officers, directors or employees on the one hand, and Customer or Customer's agents on the other hand, arising out of or relating to this agreement, the transactions contemplated hereby, or the accounts established hereunder, shall be settled by arbitration, in accordance with the rules then obtaining of any one of the American Arbitration Association or The New York Stock Exchange, Inc., or any other exchange of which you are a member, or the National Association of Securities Dealers, Inc. or The Municipal Securities Rulemaking Board, as Customer may elect. If Customer does not make such election by registered mail addressed to you at your main office within ten (10) days after receipt of notification from you requesting such election, then Customer authorizes you to make such election on behalf of Customer. The award of the arbitrator shall be final, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until:

(i) the class certification is denied;

(ii) the class is decertified; or

(iii) the Customer is excluded from the class by the court.

Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

By signing below, the undersigned acknowledges receipt of a copy of this agreement and further acknowledges that a predispute arbitration clause is contained in the preceding paragraph.

Signature:	M McGowan
Please Print Name and Title:	MAUREEN McGOWAN, VICE PRESIDENT, DIRECTOR
Firm:	SILVERCREEK MANAGEMENT INC
Address:	1670 BAYVIEW AVENUE SUITE 308
	TORONTO ON M4G 3C2
Date:	March 12, 2001.

For Goldman, Sachs & Co. use only		
	Registered Representative Receiving Account:	Approved by:
	Date: 3-28-01	Date: 5/7/01