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Date: []
To: [] ("Party B")
Attention: []
Fax No.: []
From: UBS AG, London Branch ("Party A")
Re: Index and Share Swap Transaction - UBS Ref: []

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between us on the Trade Date specified below (the "Transaction"). This Confirmation constitutes a "Confirmation" as referred to in the ISDA Master Agreement specified below.

The definitions and provisions contained in the 2006 ISDA Definitions (the "Swap Definitions") and in the 2002 ISDA Equity Derivatives Definitions (the "Equity Definitions", and together with the Swap Definitions, the "Definitions"), in each case as published by the International Swaps and Derivatives Association, Inc., are incorporated into this Confirmation. In the event of any inconsistency between the Swap Definitions and the Equity Definitions, the Equity Definitions will govern. In the event of any inconsistency between either set of Definitions and this Confirmation, this Confirmation will govern.

This Confirmation supplements, forms part of, and is subject to the ISDA Master Agreement dated as of [] as amended and supplemented from time to time (the "Agreement"), between Party A and Party B. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

The purpose of this letter agreement is to confirm the terms and conditions of each Index Variance Swap transaction (each an "Index Variance Swap") and Share Variance Swap transaction (each a "Share Variance Swap" and together with each Index Variance Swap, the "Equity Variance Swaps.") The parties intend that the Index Variance Swaps and Share Variance Swaps comprised by this Confirmation should constitute a single Transaction for purposes of the Agreement.

The terms of the particular Transaction to which this Confirmation relates are as follows:

General Terms

Trade Date: [] (time of execution available upon request)
Effective Date: The Trade Date
Observation Start Date: []
Observation End Date: []

Termination Date: The Cash Settlement Payment Date

Variance Buyer: For each Equity Variance Swap, as specified in Annex I

Variance Seller: For each Equity Variance Swap, as specified in Annex I

Underlier Type: For each Equity Variance Swap, as specified in Annex I:
 Each Underlier Type with Underlier Type specified as Index shall be an Index Variance Swap
 Each Underlier Type with Underlier Type specified as Share shall be a Share Variance Swap

Underlier: For each Equity Variance Swap, as specified in Annex I

Exchange: For each Equity Variance Swap, as specified in Annex I

Related Exchange: With respect to each Index Variance Swap, [_____]
 With respect to each Share VarianceSwap, Not Applicable

Equity Amounts

Equity Amount Payer: For each Equity Variance Swap, if the Equity Amount is:

- (i) a positive amount, the Variance Seller shall be the Equity Amount Payer and shall pay the Variance Buyer an amount equal to the Equity Amount on the Cash Settlement Payment Date;
- (ii) a negative amount, the Variance Buyer shall be the Equity Amount Payer and shall pay the Variance Seller an amount equal to the absolute value of the Equity Amount on the Cash Settlement Payment Date; or
- (iii) zero, then there will be no Equity Amount Payer and neither party shall be required to make any payment to the other party.

provided, that if on the Cash Settlement Payment Date, Equity Amounts would otherwise be payable by each party to the other in respect of one or more Index Variance Swaps and one or more Share Variance Swaps, then, on such Cash Settlement Payment Date, each party's obligation to make payment of any such Equity Amounts will be aggregated and set off against the aggregate of the other party's obligations to make payment of any such Equity Amounts and only the difference between such aggregate Equity Amounts shall be payable by the party obligated to pay the larger of such aggregated Equity Amounts. Each Equity Amount or portion thereof shall be deemed discharged and satisfied in all respects to the extent it is so set off.

Variance Amount: As specified in Annex I

Equity Notional Reset: Not Applicable

Type of Return: Not Applicable

Initial Price: Not Applicable

Final Price: Not Applicable

Equity Amount: Notwithstanding anything to the contrary in Section 8.7 of the Equity Definitions, an amount as determined by the Calculation Agent in the Settlement Currency determined in accordance with the following formula:

Variance Amount * [Min(FRV², Variance Cap) – Variance Strike Price]

Variance Strike Price: As specified in Annex I

Variance Cap: As specified in Annex I which shall equal an amount determined in accordance with the following formula:

2.5² x Variance Strike Price

Final Realised Volatility (“FRV”): With respect to each Index Variance Swap, an amount determined by the Calculation Agent in accordance with the following formula:

$$100 \times \sqrt{\frac{252 \times \sum_{t=1}^N \left[\ln \left(\frac{P_t}{P_{[t-1]}} \right) \right]^2}{N}}$$

where:

“*t*” means the relevant Observation Day;

“*N*” means [As specified in Annex I];

“*Ln*” means the natural logarithm;

“*P_t*” means, in respect of any Observation Day, the official level of the Index at the Valuation Time on such Observation Day; provided that, except in respect of the Valuation Date, if an Observation Day is a Disrupted Day, *P_t* for such Observation Day shall be deemed to equal *P_{t-1}* (as defined below) for such Observation Day; provided, further, that, if “Futures Price Valuation” is applicable, in respect of the Valuation Date, “*P_t*” means the Official Settlement Price of the Exchange-traded Contract (or, if none, the Default Exchange-traded Contract) on the Valuation Date;

“*P_{t-1}*” means,

(a) in respect of the first Observation Day,

(A) if the Observation Start Date is not a Disrupted Day, the official level of the Index at the Valuation Time on the Observation Start Date; or

(B)(1) if the Observation Start Date is the Trade Date and is a Disrupted Day as a result of a Market Disruption Event, the official level of the Index immediately prior to the occurrence of the relevant Market Disruption Event or (2) if (x) the Observation Start Date is not the Trade Date and is a Disrupted Day or (y) the Observation Start Date is the Trade Date and is a Disrupted Day as a result of a relevant Exchange or any Related Exchange failing to open for trading during its regular trading session, the official level of the Index at the Valuation Time on the immediately following Non-Disrupted Observation Day; provided that, in the case of clause (2), if each of the eight Scheduled Trading Days

immediately following the Observation Start Date is a Disrupted Day, the Calculation Agent shall determine P_{t-1} for the Observation Start Date in accordance with Section 6.6(a)(ii) of the Equity Definitions; or

- (b) in respect of any Observation Day subsequent to the first Observation Day, P_t for the Observation Day immediately preceding such Observation Day;

With respect to each Share Variance Swap, an amount determined by the Calculation Agent in accordance with the following formula:

$$100 \times \sqrt{\frac{252 \times \sum_{t=1}^N \left[\ln \left(\frac{P_t}{P_{[t-1]}} \right) \right]^2}{N}}$$

where:

“t” means the relevant Observation Day;

“N” means [As specified in Annex I]

“Ln” means the natural logarithm;

“Pt” means, in respect of any Observation Day, the Share Price on such Observation Day plus, if such Observation Day is on or after an Ex-Date for a Basket Dividend, the Relevant Dividend Adjustment for such Basket Dividend; provided that, except in respect of the Valuation Date, if an Observation Day is a Disrupted Day, Pt for such Observation Day shall be deemed to equal Pt-1 (as defined below) for such Observation Day;

“Pt-1” means, subject to “Alternate Election Adjustment Amount” below:

- (a) in respect of the first Observation Day,

(A) if the Observation Start Date is not a Disrupted Day, the Share Price on the Observation Start Date; or

(B)(1) if the Observation Start Date is the Trade Date and is a Disrupted Day as a result of a Market Disruption Event, the price per Share of the last trade during the regular trading session immediately prior to the occurrence of the relevant Market Disruption Event or (2) if (x) the Observation Start Date is not the Trade Date and is a Disrupted Day or (y) the Observation Start Date is the Trade Date and is a Disrupted Day as a result of a relevant Exchange failing to open for trading during its regular trading session, the Share Price on the immediately following Non-Disrupted Observation Day; provided that, in the case of clause (2), if each of the eight Scheduled Trading Days immediately following the Observation Start Date is a Disrupted Day, the Calculation Agent shall determine Pt-1 for the Observation Start Date in accordance with Section 6.6(a)(ii) of the Equity Definitions;

provided that, in the case of clause (a)(A) and (a)(B)(1), unless the first Observation Day is a Disrupted Day, if the first Observation Day is an Ex-Date relating to an Unadjusted Exchange Dividend, the result of the applicable foregoing clause shall, for purposes of Pt-1, be reduced by the Relevant Dividend Adjustment; and

(b) in respect of any Observation Day subsequent to the first Observation Day, an amount equal to Pt for the Observation Day immediately preceding such Observation Day; provided that, if any Scheduled Trading Day subsequent to the immediately preceding Non-Disrupted Observation Day (or, if none, the Observation Start Date) and on or before such subsequent Observation Day is an Ex-Date relating to an Unadjusted Exchange Dividend, such amount shall, for purposes of Pt-1, be reduced by the Relevant Dividend Adjustment, unless (i) such subsequent Observation Day is a Disrupted Day or (ii) clause (a)(B)(1) does not apply and such subsequent Observation Day is the first Non-Disrupted Observation Day;

“Share Price” means, with respect to the relevant date, the official closing price per Share as of the Valuation Time on such date, as reported in the official real-time price dissemination mechanism for the Exchange.

“Ex-Date” means any date that the Shares have commenced trading ex-dividend on the Exchange with respect to a cash dividend on the Shares; and

“Relevant Dividend Adjustment” means, in respect of an Ex-Date for a Basket Dividend or an Unadjusted Exchange Dividend (each as defined below), the gross cash dividend (as defined in Section 10.1 of the Equity Definitions, but including all Extraordinary Dividends) per Share to which such Ex-Date relates.

Market Disruption Event:

With respect to Index Variance Swaps hereunder, Section 6.3(a) of the Equity Definitions shall be replaced in its entirety with the following:

“Market Disruption Event” means in respect of an Index, the occurrence or existence of (i)(A) a Trading Disruption or (B) an Exchange Disruption, in either case at any time during the five minute period that ends at the relevant Valuation Time or (ii) an Early Closure. For the purposes of determining whether a Market Disruption Event in respect of an Index exists at any time, if there is a Market Disruption Event in respect of a security included in the Index at any time on a Scheduled Trading Day, the relevant percentage contribution of that security to the level of the Index shall be the percentage contribution of that security as of the Valuation Time on the Exchange Business Day immediately preceding that Scheduled Trading Day, as published by Bloomberg Financial Markets (or, if Bloomberg Financial Markets ceases to publish such percentage contributions, a replacement therefor acceptable to the Calculation Agent) (the “Percentage Publisher”); provided that if the Percentage Publisher did not publish such a percentage contribution at that time, the relevant percentage contribution will be determined by the Calculation Agent based on the price for the securities included in the Index as of the Valuation Time on the immediately preceding Exchange Business Day, as reported in the official real-time price dissemination mechanism for the relevant Exchange (or, if trading in a security

included in the Index is disrupted at that time, based on its good faith estimate of the value of the relevant security at that time)”

Each of Section 6.3(b) and 6.3(c) of the Equity Definitions shall be amended by deleting the words “or options” in subclause (ii) thereof

With respect to Share Variance Swaps hereunder, Section 6.3(a) of the Equity Definitions shall be replaced in its entirety with the following:

“Market Disruption Event” means in respect of a Share, the occurrence or existence of (i)(A) a Trading Disruption or (B) an Exchange Disruption, in either case at any time during the five minute period that ends at the relevant Valuation Time, (ii) the failure by the Exchange to report in its official price dissemination mechanism the NASDAQ Official Closing Price (NOCP) (where NASDAQ is the Exchange) or the official closing price per Share (where NASDAQ is not the Exchange) as of the Valuation Time or (iii) an Early Closure Each of Section 6.3(b) and 6.3(c) of the Equity Definitions shall be amended by deleting subclause (ii) thereof.

Observation Day: Each Scheduled Trading Day during the Observation Period, whether or not such day is a Disrupted Day. Section 6.6 (or, if “Futures Price Valuation” or “Options Price Valuation” has been specified as applicable, Sections 6.8(a) and 6.8(e)) of the Equity Definitions shall not be applicable to any Observation Day other than the Valuation Date, in which case Pt (as defined above) in respect of the Valuation Date shall be determined in accordance with such Section

Non-Disrupted Observation Day: An Observation Day that is not a Disrupted Day

Observation Period: The period from, but excluding, the Observation Start Date to, but excluding, the Observation End Date, and the Valuation Date.

Valuation Time: With respect to Index Variance Swaps hereunder, the time at which the Official Settlement Price is published by the relevant Related Exchange, and, in the event that Section 6.8(e) of the Equity Definitions applies, the Scheduled Closing Time of the relevant Exchange.

With respect to Share Variance Swaps hereunder, the Scheduled Closing Time (or, if the relevant Exchange closes prior to its Scheduled Closing Time, the actual closing time for its regular trading session)

Valuation Date: []

Futures Price Valuation: With respect to Index Variance Swaps, Applicable; with respect to Share Variance Swaps hereunder, Inapplicable.

If “Futures Price Valuation” is applicable, Futures Price Valuation as described in Section 6.8 of the Equity Definitions shall apply only with respect to the Valuation Date, it being understood that, if the Official Settlement Price is not published on the Scheduled Valuation Date for a reason other than the fact that trading in the

Exchange-traded Contract never commences or is permanently discontinued, the Valuation Date shall be the first succeeding Scheduled Trading Day on which the Official Settlement Price is published; provided that (a) Section 6.8(b)(i)(B) of the Equity Definitions is hereby amended by inserting “or expiration” after “delivery”, (b) the definition of “Official Settlement Price” in Section 6.8(b)(ii) of the Equity Definitions is hereby amended by inserting “or exercise settlement value, as applicable,” after “official settlement price” and replacing “Exchange” with “exchange” both times it appears, (c) Section 6.8(d) of the Equity Definitions is hereby amended by replacing “Exchange” with “relevant exchange or relevant clearing house”, and (d) Section 6.8(f) of the Equity Definitions is hereby amended by inserting “or relevant clearing house” after “relevant exchange”

Notwithstanding anything to the contrary above, if “Futures Price Valuation” is applicable and the expiry date of that Exchange-traded Contract is modified after the Trade Date other than as a result of that day being a Disrupted Day or not a Scheduled Trading Day, then Futures Price Valuation shall be Not Applicable.

Exchange-traded Contract: The [] futures or options contract on the Index traded on the Related Exchange

Default Exchange-traded Contract: In respect of an Observation Start Date or a Scheduled Valuation Date, as applicable, the USD-denominated options contracts relating to the relevant Index traded on the Primary Options Exchange (as defined below) (determined as of the Trade Date) or, if none, the USD-denominated futures contracts relating to the relevant Index traded on the Primary Futures Exchange (determined as of the Trade Date), in either case with an expiry date (or the date which would have been the expiry date but for that day being a Disrupted Day or not being a Scheduled Trading Day) that is the same date as the Observation Start Date or Scheduled Valuation Date, as applicable

Settlement Terms

Cash Settlement: Applicable

Settlement Currency: []

Cash Settlement Payment Date: [] Currency Business Days following the Valuation Date

For each Share Variance Swap, the following Share Adjustments and Extraordinary Events shall apply:

Adjustments

Method of Adjustment: Calculation Agent Adjustment; provided that Section 11.2(c) of the Equity Definitions is hereby amended by replacing the words “may (but need not)” in the last sentence thereof with the word “shall” and adding “(taking into account the differences between an option and a variance swap)” at the end of such sentence

Dividends: Notwithstanding Section 11.2(e)(iii) of the Equity Definitions, if there is a cash dividend in respect of the relevant Shares (whether or not an Extraordinary Dividend), Calculation Agent Adjustment shall apply unless such dividend constitutes a Basket Dividend or an Unadjusted Exchange Dividend

Primary Options Exchange: The primary exchange located in the United States on which USD-denominated options contracts relating to the relevant Shares are traded, if any

Basket Dividend: Any cash dividend in respect of the relevant Shares (whether or not an Extraordinary Dividend) with respect to which the only adjustment made by the Primary Options Exchange to the relevant options contracts is either (a) an adjustment to the strike price or (b) the treatment of such options contracts as options contracts on a basket composed of the Shares and the amount of such cash dividend

Unadjusted Exchange Dividend: Any cash dividend in respect of the relevant Shares (whether or not an Extraordinary Dividend) with respect to which the Primary Options Exchange makes no adjustment to the relevant options contracts or there is no Primary Options Exchange

Extraordinary Events

New Shares: In the definition of New Shares in Section 12.1(i) of the Equity Definitions, the text in (i) shall be deleted in its entirety and replaced with “publicly quoted, traded or listed on any of the New York Stock Exchange, the American Stock Exchange, the NASDAQ Global Select Market or the NASDAQ Global Market (or their respective successors)”

Consequences of Merger Events:

Determination of Consideration: Notwithstanding Section 12.1(f) or 12.5 of the Equity Definitions, in respect of a Merger Event, to the extent that the composition of the merger consideration could be determined by a holder of Shares and there is a Primary Options Exchange, the composition of the consideration for purposes of this Confirmation shall be the composition selected by the Primary Options Exchange for purposes of adjusting the USD-denominated options contracts on the Shares (the “Primary Options Exchange Default Election”) and references to holder in “Share-for-Share” and “Share-for-Combined” below shall be construed as a holder making the Primary Options Exchange Default Election

Alternate Election Adjustment Amount: If the Primary Options Exchange Default Election consists of consideration that has an overall value per Share, as determined by the Calculation Agent, that is less than the overall value per Share of the consideration that would have been received by a holder of Shares making the alternate election that has the highest overall value per Share with respect to the Merger Event, as determined by the Calculation Agent (the “Alternate Election”), “Pt-1” on the Merger Adjustment Date shall be reduced by the Alternate Election Adjustment Amount. For purposes of this paragraph and the definition of Alternate Election Adjustment Amount below, the per Share value of the consideration shall be determined by the Calculation Agent as of the Valuation Time on the Merger Adjustment Date and, to the extent that such consideration consists of New Shares, by reference to the Share Price for

such consideration

“Alternate Election Adjustment Amount” means, in respect of a Merger Event and a Merger Adjustment Date, (a) the per Share value of the consideration for the Alternate Election minus (b) the per Share value of the consideration for the Primary Options Exchange Default Election

“Merger Adjustment Date” means, in respect of a Merger Event, if the latest time a holder of Shares may elect the composition of the merger consideration through the applicable Clearance System occurs prior to the close of the regular trading session of the Exchange and the day on which such latest time occurs is an Observation Day, such day; otherwise, the first Observation Day following the day on which such latest time occurs

Share-for-Share: Share-for-Share Alternative Obligation, which means: except in respect of a Reverse Merger, on or after the relevant Merger Date, (i) the New Shares, the exchange or quotation system on which the New Shares are publicly quoted, traded or listed and the issuer of the New Shares will be deemed the “Shares”, the “Exchange” and the “Issuer”, respectively; and (ii) solely with respect to the first Observation Day for which the New Shares will be deemed the Shares, (A) “Pt” means the Share Price (determined with respect to the New Shares) on such Observation Day multiplied by the number of New Shares to which a holder of one Share immediately prior to the occurrence of the Merger Event would be entitled upon consummation of the Merger Event plus, if such Observation Day is on or after an Ex-Date for a Basket Dividend, the Relevant Dividend Adjustment for each such Basket Dividend and (B) “Pt-1” shall be determined with respect to the shares which were the Shares immediately prior to the Merger Event. With respect to each Observation Day thereafter, Pt and Pt-1 shall be determined with respect to the New Shares in accordance with the definitions for such terms set forth in the definition of Final Realized Volatility and the Calculation Agent shall adjust any existing Relevant Dividend Adjustment(s) for Basket Dividends to reflect the ratio of New Shares to which a holder of one Share immediately prior to the occurrence of the Merger Event would be entitled upon consummation of the Merger Event

Share-for-Other: SVS Cancellation and Payment (Calculation Agent Determination)

Share-for-Combined: If the Other Consideration consists only of cash, Share-for-Combined Alternative Obligation, which means: except in respect of a Reverse Merger, on or after the relevant Merger Date, (i) the New Shares, the exchange or quotation system on which the New Shares are publicly quoted, traded or listed and the issuer of the New Shares will be deemed the “Shares”, the “Exchange” and the “Issuer”, respectively; and (ii) solely with respect to the first Observation Day for which the New Shares will be deemed the Shares, (A) “Pt” means the sum of (x) the Share Price (determined with respect to the New Shares) on such Observation Day multiplied by the number of New Shares to which a holder of one Share immediately prior to the occurrence of the Merger Event would be entitled upon consummation of the Merger Event plus, if such Observation Day is on or after an Ex-Date for a Basket Dividend, the Relevant Dividend

Adjustment for each such Basket Dividend and (y) the amount of cash to which a holder of one Share immediately prior to the occurrence of the Merger Event would be entitled upon consummation of the Merger Event and (B) “Pt-1” shall be determined with respect to the shares which were the Shares immediately prior to the Merger Event. With respect to each Observation Day thereafter, Pt and Pt-1 shall be determined with respect to the New Shares in accordance with the definitions for such terms set forth in the definition of Final Realized Volatility; provided that the “Share Price” shall be increased by the amount of cash per New Share to which a holder of Shares immediately prior to the occurrence of the Merger Event would be entitled upon consummation of the Merger Event and the Calculation Agent shall adjust any existing Relevant Dividend Adjustment(s) for Basket Dividends to reflect the ratio of New Shares to which a holder of one Share immediately prior to the occurrence of the Merger Event would be entitled upon consummation of the Merger Event

If the Other Consideration includes assets other than or in addition to cash, Cancellation and Payment (Calculation Agent Determination)

SVS Cancellation and Payment (Calculation Agent Determination):

The Share Variance Swap shall be cancelled as of the Closing Date or the date of termination for an Additional Disruption Event and Section 12.7(c) of the Equity Definitions shall apply, except that the Calculation Agent shall determine the amount payable by one party to the other, which amount shall be payable on the second Currency Business Day following the date that the notice of determination is provided by the Calculation Agent and shall be determined by the Calculation Agent using the following methodology:

The Calculation Agent shall determine the Equity Amount that would be payable, using actual Pt and Pt-1 values for Observation Days (if any) that have occurred and with Final Realized Volatility determined in accordance with the following formula:

$$100 \times \sqrt{\frac{252 \times \sum_{t=1}^{DN} \left(\ln \frac{P_t}{P_{t-1}} \right)^2 + (N - DN)rv^2}{N}}$$

where:

“Ln” and “N” have the meanings set forth for such terms in the definition of Final Realized Volatility;

“DN” means the number of Observation Days (if any) that have occurred prior to the date the Share Variance Swap is cancelled or terminated; and

“rv” means the mid-market volatility of the relevant Shares (or, except in the case of a Tender Offer, the proceeds thereof, if applicable) for the remaining term of the Share Variance Swap (or, if the Share Variance Swap is cancelled or terminated prior to the Observation Start Date, for the term of the Share Variance Swap commencing on the Observation Start Date) on the date the Share Variance Swap is cancelled or terminated, as determined by

the Calculation Agent, taking into consideration the implied volatilities of any relevant listed put or call option(s) on the relevant Shares traded on the Primary Options Exchange (the “Relevant Options Contracts”) and any trading in the Shares in the over-the-counter market that occurred prior to the Calculation Agent’s determination; provided that, in the case of a Merger Event where the Other Consideration consists only of cash, (i) if the Primary Options Exchange announces on or prior to the Merger Date that the Relevant Options Contracts will be terminated as a consequence of such Merger Event, the Calculation Agent will determine implied volatility by reference to the termination amount determined by the Primary Options Exchange in connection with such termination (unless the succeeding clause (ii) is applicable) and (ii) if the Primary Options Exchange does not make such an announcement on or prior to the Merger Date or if the termination amount determined by the Primary Options Exchange in connection with a termination of the Relevant Options Contracts reflects only the intrinsic value of such contracts, rv shall be deemed to be zero

The amount payable shall be the present value of such Equity Amount, discounted from the scheduled Cash Settlement Payment Date to the date such amount is payable, at the zero coupon rate with a maturity equal to the actual number of days during this period, derived by the Calculation Agent from the mid-market USD swap curve

Tender Offer: Applicable; provided that (a) Section 12.1(d) of the Equity Definitions is hereby amended by replacing “10%” with “or equal to 50%” in the third line thereof and (b) Sections 12.1(d), 12.1(e) and 12.1(l)(ii) of the Equity Definitions are hereby amended by replacing “voting shares” with “Shares”

Consequences of Tender Offers:

Share-for-Share: Cancellation and Payment (Calculation Agent Determination)

Share-for-Other: Cancellation and Payment (Calculation Agent Determination)

Share-for-Combined: Cancellation and Payment (Calculation Agent Determination)

Composition of
Combined Consideration: Not Applicable

Nationalization, Insolvency
or Delisting:

Cancellation and Payment (Calculation Agent Determination)
In addition to the provisions of Section 12.6(a)(iii) of the Equity Definitions, it will also constitute a Delisting if the Exchange is located in the United States and the Shares are not immediately re-listed, re-traded or re-quoted on any of the New York Stock Exchange, the American Stock Exchange, the NASDAQ Global Select Market or the NASDAQ Global Market (or their respective successors); if the Shares are immediately re-listed, re-traded or re-quoted on any such exchange or quotation system, such exchange or quotation system shall be deemed to be the Exchange

Multiple contemporaneous

events: If a Potential Adjustment Event, Extraordinary Event, Merger Date, Tender Offer Date, Merger Adjustment Date, Ex-Date and/or a Disrupted Day occur at or about the same time in a manner that the Calculation Agent determines is not appropriately addressed by this General Terms Confirmation, the Calculation Agent shall adjust the terms hereof (including, without limitation, the definitions of Pt and Pt-1) as it determines appropriate to reflect the occurrence of multiple events

For each Index Variance Swap the following Index Adjustment Events shall apply:

Index Adjustments Events:

Index Modification: Notwithstanding Section 11.1(b)(i) of the Equity Definitions, if an event occurs that would otherwise constitute an Index Modification and the Index is a Specified Index, it shall not be an Index Modification if there is a Primary Options Exchange and the Primary Options Exchange does not make any adjustments to the relevant options contracts

“Primary Options Exchange” means the primary exchange located in the United States on which USD-denominated options contracts relating to the relevant Specified Index are traded, if any

“Specified Index” means any Index in respect of which USD-denominated options contracts are traded on an exchange located in the United States

If there is an Index Modification:

(a) if the Index Modification Condition is not satisfied with respect to the relevant Specified Index or if the Index is not a Specified Index, Cancellation and Payment (Calculation Agent Determination)

(b) if the Index Modification Condition is satisfied with respect to the relevant Specified Index, the Index Variance Swap shall continue on the modified Index and, solely with respect to the first Observation Day on which the Index Modification is effective, the Calculation Agent will make appropriate adjustments to “ P_{t-1} ” to account for the Index Modification. With respect to each Observation Day thereafter, “ P_{t-1} ” shall be determined in accordance with the definition for such term set forth in the definition of Final Realized Volatility

In respect of an Index Modification, the “Index Modification Condition” shall be satisfied if the Primary Options Exchange announces it will make adjustments to the relevant options contracts, commencing no later than the effective date of the Index Modification, and the Calculation Agent determines that such adjustments are economically equivalent in methodology to the modification announced by the Index Sponsor

Index Cancellation: IVS Cancellation and Payment (Calculation Agent Determination); provided that for purposes of Section 11.1(a) of the Equity Definitions (and without limiting the generality thereof), a successor sponsor acceptable to the Calculation Agent shall be deemed to exist for so long as there exists and continues to exist a USD-denominated futures contract relating to the relevant Index traded with sufficient liquidity (as determined by the Calculation Agent) on the Primary Futures Exchange or a USD-denominated

options contract relating to the relevant Index traded with sufficient liquidity (as determined by the Calculation Agent) on the Primary Options Exchange and one or both of the relevant exchanges or its respective clearing house continues to publish at least the closing level of the Index (or the Successor Index) for purposes of each day the relevant contract trades

Index Disruption: Calculation Agent Adjustment, with references to a Valuation Date therein and in the definition of Index Disruption deemed to refer to an Observation Day and the reference to Settlement Price therein deemed to refer to P_t

IVS Cancellation and Payment

(Calculation Agent Determination): Section 11.1(b)(C) of the Equity Definitions shall apply, except that the Calculation Agent shall determine the amount payable by one party to the other, which amount shall be payable on the second Currency Business Day following the date that the notice of determination is provided by the Calculation Agent and shall be determined by the Calculation Agent using the following methodology:
The Calculation Agent shall determine the Equity Amount that would be payable, using actual P_t and P_{t-1} values for Observation Days (if any) that have occurred and with Final Realized Volatility determined in accordance with the following formula:

$$100 \times \sqrt{\frac{252 \times \sum_{t=1}^{DN} \left(\ln \frac{P_t}{P_{t-1}} \right)^2 + (N - DN)rv^2}{N}}$$

where:

“Ln” and “N” have the meanings set forth for such terms in the definition of Final Realized Volatility;

“DN” means the number of Observation Days (if any) that have occurred prior to the date the Index Variance Swap is cancelled or terminated; and

“rv” means the mid -market volatility of the relevant Index for the remaining term of the Transaction (or, if the Index Variance Swap is cancelled or terminated prior to the Observation Start Date, for the term of the Index Variance Swap commencing on the Observation Start Date) on the date the Index Variance Swap is cancelled or terminated, as determined by the Calculation Agent, taking into consideration the implied volatilities of any relevant listed put or call option(s) on the relevant Index traded on the Primary Options Exchange

The amount payable shall be the present value of such Equity Amount, discounted from the scheduled Cash Settlement Payment Date to the date such amount is payable, at the zero coupon rate with a maturity equal to the actual number of days during this period, derived by the Calculation Agent from the mid-market USD swap curve

For each Index Variance Swap and Share Variance Swap, the following Disruption Events shall apply:

Additional Disruption Event

Change in Law: Applicable; provided that (a) Section 12.9(a)(ii)(X) of the Equity Definitions is hereby amended by replacing the word “Shares” with the words “Hedge Positions” and (b) Section 12.9(a)(ii)(Y) of the Equity Definitions is hereby deleted

Hedging Disruption: Not Applicable

Increased Cost of Hedging: Not Applicable

Loss of Stock Borrow: Not Applicable

Increased Cost of Stock Borrow: Not Applicable

Insolvency Filing: With respect to Index Variance Swaps, Not Applicable.

With respect to Share Variance Swaps, Applicable Section 12.9(a)(iv) of the Equity Definitions is hereby amended by adding the following at the end thereof: “provided, however, that an Undisrupted Insolvency Filing shall not be an Insolvency Filing”

“Undisrupted Insolvency Filing” means an Insolvency Filing (determined without regard to the proviso set forth in the amendment to Section 12.9(a)(iv) of the Equity Definitions above) where trading in the Shares on the Exchange is not suspended for the entirety of the regular trading session on the first Exchange Business Day (i) that follows the day such Insolvency Filing occurs and (ii) on which there has not been a suspension or limitation imposed on trading or other event that disrupts or impairs the ability of market participants to effect transactions, in each case on the Exchange generally

Consequences of Additional Disruption Events:

With respect to Index Variance Swaps, Section 12.9(b)(i) of the Equity Definitions is hereby amended by replacing the words “the Determining Party will determine the Cancellation Amount payable by one party to the other” with the words “the Calculation Agent will determine the amount payable by one party to the other as provided in ‘IVS Cancellation and Payment (Calculation Agent Determination)’”

With respect to Share Variance Swaps, Section 12.9(b)(i) of the Equity Definitions is hereby amended by (i) adding the words “(or in the case of an Insolvency Filing, one Scheduled Trading Day’s)” after the words “Scheduled Trading Days”, (ii) replacing the words “the Determining Party will determine the Cancellation Amount payable by one party to the other” with the words “the Calculation Agent will determine the amount payable by one party to the other as provided in ‘SVS Cancellation and Payment (Calculation Agent Determination)’” and (iii) adding at the end thereof “; provided, however, that a party shall not be entitled to terminate the Share Variance Swap if at or prior to the time the

termination notice would have become effective the Exchange has announced that trading in the Shares on the Exchange will recommence on or before a specified date not later than one week after the announcement”; references in this provision to an Insolvency Filing are to an Insolvency Filing as amended in this Confirmation

Additional Provisions

Calculation Agent:

Party A; provided, however, that if an Event of Default has occurred and is continuing with respect to Party A, then Counterparty shall act as Calculation Agent. All calculations and determinations by the Calculation Agent shall be made in good faith and in a commercially reasonable manner and are subject to agreement by the other party. If the parties are unable to agree on a particular calculation or determination, the parties will designate a mutually acceptable leading dealer in good standing in the relevant market to make the calculation or determination. If the parties cannot agree on a leading dealer, then each party shall appoint a leading dealer in good standing in the relevant market and the appointed leading dealer shall together appoint a third leading dealer as Calculation Agent for making the relevant calculation or determination.

Acknowledgments:

Party B understands and acknowledges that this transaction does not confer or transfer any licensing or sub-licensing rights in the Index. Party B understands and acknowledges that it bears responsibility for acquiring the requisite license to utilize the Index for its business purposes, and if in doubt should seek independent advice

Independent Amount:

Notwithstanding any provision to the contrary contained in the Credit Support Annex to the Schedule to the Agreement, the Independent Amount with respect to Party B for this Transaction is [].

Swap Agreement:

Without limiting any other protections under the United States Bankruptcy Code (the “Bankruptcy Code”), it is the intention of the parties as follows: this Transaction is a “swap agreement,” as such term is defined in Section 101(53B) of the Bankruptcy Code, qualifying for protection under Section 560 of the Bankruptcy Code; and a “swap agreement,” as such term is defined in Section 206(b) of the United States Gramm-Leach Bliley Act; (ii) any cash, securities or other property provided as performance assurance, credit support or collateral with respect to such Transaction constitute a “transfer” as defined in Section 101(54) of the Bankruptcy Code under a “swap agreement;” and (iii) any payment for, under or in connection with such Transaction constitutes a “transfer” as defined in Section 101(54) of the Bankruptcy Code under a “swap agreement.”

Relationship Between Parties

Each party will be deemed to represent to the other party on the date on which it enters into this Transaction that (in the absence of any written agreement between the parties which expressly imposes affirmative obligations to the contrary for this Transaction):-

(A) *Non-Reliance*. It is acting for its own account, and it has made its own independent decisions to enter into this Transaction and as to whether this Transaction is appropriate or proper for it based

upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into this Transaction, it being understood that information and explanations related to the terms and conditions of this Transaction will not be considered investment advice or a recommendation to enter into this Transaction. No communication (written or oral) received from the other party will be deemed to be an assurance or guarantee as to the expected results of this Transaction.

(B) *Assessment and Understanding*. It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Transaction. It is also capable of assuming, and assumes, the risks of this Transaction.

(C) *Status of Parties*. The other party is not acting as a fiduciary for or an adviser to it in respect of this Transaction.

(D) *Non-Public Information*. It is not aware of any material non-public information or unpublished price sensitive information with respect to the Shares that, under any applicable securities laws, it would have to disclose before buying or selling the Shares.

(E) *Commodity Futures Modernization Act of 2000*. It is an "eligible contract participant" under, and as defined in, the Commodity Futures Modernization Act of 2000 and it was not formed solely for the purposes of constituting an "eligible contract participant".

Non-Reliance: Applicable

Agreements and Acknowledgements
Regarding Hedging Activities: Applicable

Additional Acknowledgements: Applicable

Index Disclaimer: Applicable

Settlement

This Transaction has been entered into by a member of the UBS group ("UBS Party"). For the avoidance of doubt, any payment or delivery obligations of the UBS Party in respect of this Transaction ("Obligations") may be effected by either UBS Limited or UBS AG, London Branch (the "Settlement Agent"). UBS Party has authorised the Settlement Agent to act on its behalf in the same manner and with the same force and effect as UBS Party might or could do. In the event that any Obligations are settled by the Settlement Agent ("Settlement"), such Settlement shall be deemed to be settlement of all Obligations hereunder.

Account Details

Account for Payments to Party A: As advised

Account for Payments to Party B: Please advise

Contact Names at UBS AG, London Branch

Documentation: Tel: + 1 203 719 5937
Fax: + 1 203 719 0538

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy of this Confirmation enclosed for that purpose and returning it to us at your earliest convenience.

Yours faithfully,

UBS AG, London Branch

Agreed and accepted as of the first date written above

By: _____
Name:
Title:

By: _____
Name:
Title:

UBS Ref	Variance Seller	Variance Buyer	Underlier Type:	Underlier	Exchange	Variance Amount	Variance Strike Price (USD)	Variance Cap	"N"

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