

**Additional Disruption Events:**

Change in Law:	Applicable, except that Section 12.9(a)(ii) is amended by the replacement of the word "Shares" with "Hedge Positions" and the replacement of the words in the last three lines starting "or (Y) it will incur..." to "...on its tax position)" with the words "unless the illegality is due to an act or omission of the party seeking to elect termination of the Transaction"
Failure to Deliver:	Applicable
Insolvency Filing:	Applicable
Hedging Disruption:	Applicable
Hedging Party:	Party A
Increased Cost of Hedging:	Applicable
Hedging Party:	Party A
Loss of Stock Borrow:	Inapplicable
Increased Cost of Stock Borrow:	Applicable
Initial Stock Loan Rate:	Means as determined by the Calculation Agent and refers to the basis point fee used by stock lenders for the specific Shares underlying the Transaction and does not include the prevailing interest rate.
Hedging Party:	Party A
Determining Party:	Party A

**Additional Representations, Agreements and Acknowledgments:**

Non-Reliance:	Applicable
Agreement and Acknowledgments Regarding Hedging Activities:	Applicable
Additional Acknowledgments:	Applicable
Eligible Contract Participant:	Each party represents to the other party that it is an "eligible contract participant" as defined in the U.S. Commodity Exchange Act (as amended)

**Party B Representations.** Party B represents, warrants and acknowledges that:

Securities Act. It is a "qualified institutional buyer" as defined in Rule 144A under the U.S. Securities Act of 1933, as amended (the "Securities Act")

**Credit Support Provision:**

Party B agrees to pay to Party A the sum of USD 1168986.00 as upfront collateral for entering into this Transaction. For the avoidance of doubt, if the parties to the Transaction have executed an ISDA Credit Support Annex then such amount shall be deemed an "Independent Amount" in relation to such Transaction and shall be applied to Party B only.

**Party B Representations.** Party B represents, warrants and acknowledges that:

The execution, delivery and performance of this Confirmation and the Transactions contemplated hereunder will not violate any applicable law or regulation, including, without limitation, any short-selling restrictions and reporting obligations as may be imposed in any relevant jurisdiction from time to time, and that Counterparty is not engaging in the Transactions contemplated hereunder with the intent to impermissibly avoid any such restrictions, reporting or disclosure obligations or any applicable regulatory filings.

**Account Details:**

Payments to Party A: Standard Settlement Instructions

