

Determining Party:

For all Additional Disruption Events, Party A

Other Provisions:

Optional Early Termination:

Notwithstanding any other termination provision contained in this Confirmation or the Agreement and so long as no Termination Event or Event of Default (as such terms are defined in the Agreement) shall have occurred and then be continuing with respect to the party making the election hereunder, either party may upon three (3) Scheduled Trading Days' prior notice to the other party terminate this Transaction in whole or in part by designating an earlier Scheduled Trading Day as the "Optional Early Termination Valuation Date". For the avoidance of doubt, if such right is exercised by either party pursuant to the terms hereof, with respect to the portion of the Transaction being terminated: (1) the Optional Early Termination Valuation Date shall be deemed to be the final Valuation Date (subject to Disrupted Day provisions, if applicable), (2) the Optional Early Termination Payment Date (as defined below) shall be deemed to be the final Cash Settlement Payment Date and the Floating or Fixed Amount Payment Date (as the case may be), (3) the Final Price for the Share shall be based on an objective measure (either the current market price for the applicable number of shares or the closing price) as agreed by the parties (except, if the parties are unable to agree, an objective measure determined by the Calculation Agent), with the Final Price determined by the Calculation Agent, (4) the amount payable shall be adjusted (up or down) by funding breakage costs, as determined by Party A in a commercially reasonable manner, (5) if Party A is unable, after using commercially reasonable efforts, to acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transactions or assets it deems necessary to effect such early termination or realize, recover or remit the proceeds of any such transactions or assets ("Termination Adjustments"), it may, in whole or in part, move the Optional Early Termination Valuation Date forward to the nearest dates as it is able to make such Termination Adjustments, and (6) Party B shall be deemed to represent that its election to terminate early will not directly or indirectly result in a violation or breach of any law or other obligation applicable to Party B or involve Party A in any such violation or breach.

Optional Early Termination Payment Date:

The date that is one Settlement Cycle following the Optional Early Termination Valuation Date or, if such date is not a Currency Business Day, the next following Currency Business Day.

Representations:

Non-Reliance: Applicable

Agreement and Acknowledgments Regarding Hedging Activities: Applicable

Additional Acknowledgments: Applicable

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

