

Valuation Time: The Scheduled Closing Time.

Valuation Date(s): [ ]

**Floating Amounts Payable:**

Floating Amount Payer: Party A / B

Notional Amount: The Equity Notional Amount

Payment Date(s): The Cash Settlement Payment Date(s)

Floating Rate Option: USD-LIBOR-BBA

Designated Maturity: [ ] months

Spread: Plus / Minus [ ] basis points

Floating Rate Day Count Fraction: Actual / 360

Reset Dates: The 1<sup>st</sup> day of each Calculation Period

Compounding: Inapplicable

**Settlement Terms:**

Cash Settlement: Applicable

Settlement Currency: [USD]. Where currency conversion is appropriate, the Calculation Agent shall perform such conversion in good faith using commercially reasonable procedures.

Cash Settlement Payment Date: Three (3) Currency Business Days following each Valuation Date.

**Dividends:**

Ordinary Dividend Terms: Subject to the "Dividend Disruption Event" provisions below, the Equity Amount Payer shall pay the Dividend Amount on the Dividend Payment Date pursuant to the following provisions. The following provisions shall not apply to Extraordinary Dividends. "Dividend Receipt Date" means the date of receipt of a dividend by holders of record. "Record Date" means each relevant date of determination of holder of record status.

Dividend Amount: An amount equal to 100% multiplied by the Record Amount (converted to the Settlement Currency as of the Dividend Receipt Date) multiplied by Number of Shares.

Dividend Period: The period commencing on and including the Clearance System Business Day that is one Settlement Cycle following the Trade Date and ending on but excluding the final Cash Settlement Payment Date.

Dividend Payment Date: The first Cash Settlement Payment Date occurring on or after the Dividend Receipt Date.

For Dividend Amounts for which a Dividend Receipt Date is scheduled to take place after the Dividend Period, then the Equity Amount Payer shall pay the relevant Dividend Amount on the Dividend Receipt Date (or if such day is not a Currency Business Day, the Currency Business Day immediately following such date).

Re-investment of Dividends: Inapplicable

Share Dividend Elections: In the event that an actual dividend is payable in either cash or property or a combination thereof at the election of a person who would be a holder of record of such Shares and Party A is the Equity Amount Payer, the Dividend Amount shall be determined as if no election were made pursuant to the election default provision as set forth in the documents relating to the payment of dividends on the Shares. If Party B

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