is the Equity Amount Payer, the Dividend Amount shall be determined by the Calculation Agent with respect to the Shares. The Calculation Agent shall notify Party B of such determination at least three (3) Scheduled Trading Days prior to the last date the election may be made.

Dividend Disruption Event: In the event that the Calculation Agent reasonably determines that there has been any Change in Tax Law (as defined in the Agreement) which would have the effect of reducing or increasing the amount of either the cash receivable or tax credit attributable to the Dividend Amount that would be paid by an Issuer to a holder of such Shares that had either (i) a tax residence in the UK, Germany, or in the jurisdiction of any Lender (where the Transaction is entered into by Party A through its office located in the UK); or (ii) a taxable presence in the U.S. or a tax residence in Germany or in the jurisdiction of any Lender (where the Transaction is entered into by Party A through an affiliate as its agent in the U.S.) (a "Dividend Disruption Event"), the Calculation Agent may adjust the Dividend Amount with immediate effect by notice in writing to the parties, or, in the event that any such change is expressed to take effect prior to the date upon which Calculation Agent gives such notice, the Calculation Agent may make such adjustments to the payment obligations of the parties in respect of the Transaction, as it deems appropriate. In the event that the Transaction shall have been previously closed (including by reason of a Change in Law Additional Disruption Event), but the amount of any payment previously made or subsequently to be made thereunder is affected by such Change in Tax Law, the relevant party shall indemnify the other in respect of any such change on a full indemnity basis. "Lender" means any third party entity resident for tax purposes in the jurisdiction of the Issuer of the Shares who may be engaged in securities lending transactions with Party A in connection with the Transaction involving securities identical or equivalent to (or involving securities of the same issuer in respect of) the Shares.

Share Adjustments:

Method of Adjustment: Calculation Agent Adjustment

Extraordinary Events:

Extraordinary Dividend: As determined by the Calculation Agent, (x) any cash dividend or distribution declared on the Shares at a time when the Issuer has not previously declared or paid dividends or distributions on such Shares for the prior four quarterly periods; or (y) any increase in the dividends or distributions paid on the Shares; or (z) any other "special" cash or non-cash dividend on, or distribution with respect to, the Shares which is, by its terms or declared intent, declared and paid outside the normal operations or normal dividend procedures of the Issuer; provided that, in all cases, the related Record Date occurs during the Dividend Period.

For the avoidance of doubt, the Calculation Agent shall make the relevant adjustment to this Transaction in respect of any Extraordinary Dividend in accordance with Section 11.2(c)(C) of the Equity Definitions.

Additional Tender Offer Terms: Party A and Party B each acknowledges that, if during the term of this Transaction, (i) the Shares hereunder are, or become, the subject of a Tender Offer and (ii) the parties agree that, as a consequence of the Tender Offer, the definition of "Shares" shall be adjusted to reflect the