

(b) the Exchange is within the European Union, and the Shares are not immediately re-listed, re-traded or re-quoted on any of the exchanges or quotation systems located in Austria, Belgium, Denmark, Finland, France, Germany, Ireland, Italy, Luxembourg, the Netherlands, Norway, Portugal, Spain, Sweden, Switzerland or the United Kingdom.

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"
Insolvency Filing:	Applicable
Hedging Disruption:	Applicable
Hedging Party:	Party A
Increased Cost of Hedging:	Applicable
Hedging Party:	Party A
Increased Cost of Stock Borrow:	Applicable. For the avoidance of doubt, "Initial Stock Loan Rate" shall be 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:	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 / Valuation Date] 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
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