

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:

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**").

Other Representations: Party B represents and warrants to Party A that:

- (i) To the extent the Shares underlying the Transaction are a class of security that is subject to reporting under Section 13 of the U.S. Securities Exchange Act of 1934, as amended (the "Affected Shares"), Counterparty represents and warrants to Deutsche that the aggregate of Counterparty's exposure to the Affected Shares through actual ownership, derivative positions (including swaps and all Transactions), or otherwise (the "Total Exposure") is less than 10% of the total stock outstanding of the Issuer ("TSO"); provided that a breach of this representation shall not be an Event of Default under the Agreement but rather shall give Deutsche the right but not the obligation to immediately terminate the relevant Transaction on Affected Shares.
- (ii) Counterparty does not have the current intent to influence or otherwise take an "active" role with the company and will comply with all reporting requirements including Section 13 of the U.S. Securities Exchange Act of 1934.
- (iii) Counterparty represents that (A) each Transaction is intended to be part of a profitable trading strategy that is independent of any tax savings to Counterparty and (B) it has valid business reasons for entering into the Transaction as opposed to direct ownership of the Shares (which may include but are not limited to improved financing rates, bankruptcy safe harbour protection, leverage or anonymity of Counterparty's trading strategy).
- (iv) Counterparty is an "eligible contract participant" within the meaning of the U.S. Commodity Exchange Act, as amended (the "CEA").
- (v) Counterparty is not entering into the Transaction to hedge securities that are subject to resale restrictions under Rule 144 or Rule 145 under the Securities Act or otherwise.
- (vi) Counterparty is not an "affiliate" or "insider" of any relevant issuer of shares underlying the Transaction within the meaning of any securities law applicable to such issuer, and will not attain such status during the term of the Transaction.

Credit Support Provisions:

For purposes of this Transaction, the "*Independent Amount*" with respect to Party B solely, shall be []% of the Equity Notional Amount).

3. Account Details:

Payments to Party A: To be advised

Payments to Party B: To be advised

4. Contact Names:

Confirmations Non-Market Pro Control
Confidential