

Addendum to Schedule to ISDA 1992 Master Agreement

**Part 6
Physical Delivery of Shares or Bonds**

Notwithstanding anything to the contrary in this Agreement, the following provisions will apply for the purposes of any Transaction, which contemplates by its terms the physical delivery of shares, participation certificates, or other equity securities (Shares,) or the physical delivery of any bonds or other debt securities ("Bonds"):

(i) Payment and Delivery

Section 2 of this Agreement is hereby amended as follows:

- (a) Section 2(b) is amended by the substitution of "ten Local Business Days" for "five Local Business Days";
- (b) The following provision shall be included as Section 2(f):

(f) *Dividends, Coupons and Expenses on Delivery.* All dividends on the Shares or coupons on the Bonds to be delivered shall be payable to and all costs and expenses incurred in connection with the delivery of Shares or Bonds (including, without prejudice to Section 2(d), any Tax or Stamp Tax and any interest or penalties payable in connection therewith) shall be payable by the party who would customarily receive such dividend or coupon or bear such costs or expenses under a contract for the purchase of the Shares or Bonds, as appropriate, by the deliverer through the clearance system specified in the relevant Confirmation.*

(ii) Default Interest

If, prior to the occurrence or effective designation of an Early Termination Date in respect of this Transaction, a party defaults in the performance of any obligation required to be settled by delivery, it will indemnify the other party on demand, in accordance with the practice of the principal market for the Shares or the Bonds, for any costs, losses or expenses (including the costs of borrowing such Shares or Bonds, if applicable) from such default. A certificate signed by the deliverer setting out such costs, losses or expenses in reasonable detail shall be conclusive evidence that they have been incurred.

(iii) Representations

In addition to the representations made pursuant to Section 3 of this Agreement, each party represents to the other party that at the time of delivery of any Shares or any Bonds to the other party pursuant to this Agreement it possesses full legal and beneficial title thereto and it is delivering the same free and clear of any lien, claim, encumbrance or security interest of any kind whatsoever created by the deliverer.

(iv) Amendments to Section 14 of the Agreement

The definition of "Tax" in Section 14 of the Agreement is amended by the addition of "or delivery" after "of any payment".

(v) Agreements

Section 4(e) is amended by adding the words "Subject to Section 2(f), where in respect of a Transaction, performance under this Agreement consists in a delivery of Shares or Bonds, and, before "subject to Section 11 ..." in line 1.