

Heading for Letter¹

[Letterhead of Party A]

[Date]

Transaction

[Name and Address of Party B]

Heading for Telex¹

Telex

Date:

To: [Name and Telex Number of Party B]

From: [Party A]

Re: Option Transaction

Dear :

The purpose of this [letter agreement/telex] (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between us on the Trade Date specified below (the "Transaction"). [This Confirmation constitutes a "Confirmation" as referred to in the ISDA® Master Agreement specified below.]¹

[The definitions and provisions contained in the 1991 ISDA Definitions (as published by the International Swap Dealers Association, Inc.) are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern.]¹

[This Confirmation supplements, forms a part of, and is subject to, the ISDA Master Agreement dated as of [date], as amended and supplemented from time to time (the "Agreement"), between you and us. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.]¹

The terms of the Transaction to which this Confirmation relates are as follows:

General Terms:

Trade Date:	[, 199[]
Option Style:	[American] [European] Option
Option Type:	[Put] [Call]
Seller:	[Party A] [Party B]
Buyer:	[Party A] [Party B]
Index/Price Option:	[]
Number of Options:	[] ²

¹ Include if applicable

² In addition, include a Multiplier if it is intended that the Cash Settlement Amount will be based on a percentage (e.g., 50% or 200%) of the performance of the Index.

Multiple Exercise:	[Applicable/Inapplicable]
[Minimum Number of Options:] ³	[]
[Maximum Number of Options:] ³	[]
[Options Must be Exercised in Integral Multiples of:] ³	[]
Strike Price:	[] ⁴
Premium:	[]
Premium Payment Date:	[], subject to adjustment in accordance with the Following Business Day Convention.
Index Business Day:	A day that is a Seller Business Day and is (or, but for the occurrence of a Market Disruption Event, would have been) a trading day on [each of] the Exchange [and [insert relevant Option and Future Exchanges]] other than a day on which trading on [any] such exchange is scheduled to close prior to its regular weekday closing time.
Seller Business Day:	Any day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) ⁵ in []. ⁶
Currency Business Day:	Any day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the principal financial center for the relevant currency.
Exchange:	[]
Calculation Agent:	[], whose determinations and calculations shall be binding in the absence of manifest error. ⁷

³ Include if an American style option providing for multiple Exercise Dates.

⁴ The parties may insert a number representing an index level as the strike price or a formula from which the strike price will be determined.

⁵ If the Seller is not a commercial bank and is located in a city in which commercial bank holidays may differ from local stock exchange holidays, add “and which is a scheduled trading day on local stock exchanges”.

⁶ Specify city in which Seller is located for the purpose of receiving notices.

⁷ If the Calculation Agent is a third party, the parties will want to consider any documentation necessary to confirm its undertaking.

Procedure for Exercise:

Exercise Period: [The Expiration Date]⁸ [Any Seller Business Day from, and including, [] to, but excluding, the Expiration Date between 9:00 a.m. and [4:00 p.m.] (local time in)]⁹

Expiration Date: [] or, if that date is not an Index Business Day, the first following day that is an Index Business Day.

[Notice of Exercise and Written Confirmation:]¹⁰ [Applicable, except in the case of automatic exercise.¹¹ If the notice of exercise is delivered after [4:00 p.m.] on a Seller Business Day, then that notice will be deemed delivered on the next following Seller Business Day, if any, in the Exercise Period.]¹²

Automatic Exercise: [If not previously exercised,]¹³ an Option shall be deemed automatically exercised on [the Seller Business Day immediately preceding the Expiration Date]¹³ [the Expiration Date].¹⁴

Seller's Telephone or Facsimile Number and Contact Details for Purpose of Giving Notice: []

Exercise Date for an Option: The Seller Business Day during the Exercise Period on which that Option is or is deemed to be exercised.

⁸ Include if European style option.

⁹ Include if American style option. Specify city in which Seller is located for purposes of receiving notices.

¹⁰ Include if American style option.

¹¹ Alternatively, specify: "Except in the case of automatic exercise, Buyer must deliver irrevocable notice to Seller (which may be delivered orally, including by telephone) of its exercise of any right granted pursuant to an Option during the hours specified above on a Seller Business Day in the Exercise Period. If the notice of exercise is delivered orally, Buyer will execute and deliver a written confirmation confirming the substance of that notice within one Seller Business Day of that notice. Failure to provide that written confirmation will not affect the validity of that oral notice."

¹² If an American style option providing for multiple Exercise Dates, add "Buyer must specify in that notice the Number of Options being exercised on that Exercise Date" and, as a new paragraph, "Buyer may exercise all or less than all the unexercised Options on one or more Seller Business Days during the Exercise Period, but, except in the case of automatic exercise as provided below, on any Seller Business Day may not exercise less than the Minimum Number of Options or more than the Maximum Number of Options and that number of Options must be an integral multiple of the amount specified above."

¹³ Include if American style option.

¹⁴ Include if European style option.

Valuation:

Valuation Time:

At [the close of trading on the Exchange] [:00 a.m. / p.m. (local time in)¹⁵].

Valuation Date [in Respect of Each Exercise Date]¹⁶:

[The Exercise Date]¹⁷ [The Index Business Day next following the Exercise Date],¹⁸ unless there is a Market Disruption Event on that day. If there is a Market Disruption Event on that day, then the Valuation Date shall be the first succeeding Index Business Day on which there is no Market Disruption Event, unless there is a Market Disruption Event on each of the five Index Business Days immediately following the original date that, but for the Market Disruption Event, would have been the Valuation Date. In that case, (i) that fifth Index Business Day shall be deemed to be the Valuation Date, notwithstanding the Market Disruption Event, and (ii) the Calculation Agent shall determine the level of the Index as of the Valuation Time on that fifth Index Business Day in accordance with (subject to “Adjustment to Index” set forth below) the formula for and method of calculating the Index last in effect prior to the commencement of the Market Disruption Event using the Exchange traded price (or, if trading in the relevant security has been materially suspended or materially limited, its good faith estimate of the Exchange traded price that would have prevailed but for that suspension or limitation) as of the Valuation Time on that fifth Index Business Day of each security comprising the Index.

¹⁵ Specify city in which the Exchange is located, if applicable.

¹⁶ Include if multiple exercise American style option.

¹⁷ Include if European style option.

¹⁸ Include if American style option.

Market Disruption Event:

The occurrence or existence on any Index Business Day during the one-half hour period that ends at the Valuation Time of any suspension of or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the relevant exchange or otherwise)¹⁹ on [(i)] the Exchange in securities that comprise 20% or more of the level of the Index [or (ii) []²⁰ in options contracts on the Index or (iii) []²⁰ in futures contracts on the Index] if, in the determination of the Calculation Agent, such suspension or limitation is material

For the purpose of determining whether a Market Disruption Event exists at any time, if trading in a security included in the Index is materially suspended or materially limited at that time, then the relevant percentage contribution of that security to the level of the Index shall be based on a comparison of (i) the portion of the level of the Index attributable to that security relative to (ii) the overall level of the Index, in each case immediately before that suspension or limitation.

The Calculation Agent shall as soon as reasonably practicable under the circumstances notify the [parties] [other party] of the existence or occurrence of a Market Disruption Event on any day that but for the occurrence or existence of a Market Disruption Event would have been a Valuation Date.

Adjustment to Index:

If the Index is (i) not calculated and announced by the agreed sponsor²¹ but is calculated and announced by a successor sponsor acceptable to the Calculation Agent or (ii) replaced by a successor index using, in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of the Index, then the Index will be deemed to be the index so calculated and announced by that successor sponsor or that successor index, as the case may be.

¹⁹ Certain exchanges impose different types of limitations on trading to regulate price movements in individual contracts or securities. The parties should consider whether any such limitations should be ignored by the Calculation Agent in determining whether a material suspension or material limitation imposed on trading has occurred (*e.g.*, whether only limitations on maximum intra-day price movements should be considered in order to avoid the frequent Market Disruption Events which would otherwise occur on some exchanges).

²⁰ Specify the relevant exchange, if applicable.

²¹ Consideration should be given to whether a sponsor to an Index should be identified as such in the relevant Confirmation.

If (i) on or prior to any Valuation Date the Index sponsor makes a material change in the formula for or the method of calculating the Index or in any other way materially modifies the Index (other than a modification prescribed in that formula or method to maintain the Index in the event of changes in constituent stock and capitalization and other routine events) or (ii) on any Valuation Date the sponsor fails to calculate and announce the Index, then the Calculation Agent shall calculate the Cash Settlement Amount using, in lieu of a published level for the Index, the level for that Index as at that Valuation Date as determined by the Calculation Agent in accordance with the formula for and method of calculating the Index last in effect prior to that change or failure, but using only those securities that comprised the Index immediately prior to that change or failure (other than those securities that have since ceased to be listed on the Exchange).

Correction of Index:

If the level of the Index published on a given day and used or to be used by the Calculation Agent to determine the Cash Settlement Amount is subsequently corrected and the correction published by the Index sponsor or a successor sponsor within 30 days of the original publication, either party may notify the other party of (i) that correction and (iii) the amount that is payable as a result of that correction. If not later than 30 days after publication of that correction a party gives notice that an amount is so payable, the party that originally either received or retained such amount shall, not later than three Currency Business Days after the effectiveness of that notice, pay to the other party that amount, together with interest on that amount at a rate per annum equal to the cost (without proof or evidence of any actual cost) to the other party (as certified by it) of funding that amount for the period from and including the day on which a payment originally was (or was not) made to but excluding the day of payment of the refund or payment resulting from that correction.

Cash Settlement Terms:

Cash Settlement: Applicable; Seller shall pay to Buyer the Cash Settlement Amount, if any, on the Cash Settlement Payment Date for all Options exercised or deemed exercised [in respect of that date].²²

Cash Settlement Amount: An amount, as calculated by the Calculation Agent, equal to the [Number of Options]²³ [number of Options exercised on the relevant Exercise Date]²⁴ multiplied by the Strike Price Differential multiplied by one [].²⁵

Strike Price Differential: An amount equal to the greater of (i) the excess, as of the Valuation Time on the [relevant]²⁴ Valuation Date, of [the Strike Price over the level of the Index]²⁶ [the level of the Index over the Strike Price]²⁷ and (ii) zero.

Cash Settlement Payment Date: Three Currency Business Days (each of which is a Seller Business Day) after the [relevant]²⁸ Valuation Date.

Transfer: Neither party may transfer any Option, in whole or in part, without the prior written consent of the non-transferring party.

Account Details:

Payments to Seller:

Account for payments:

Payments to Buyer:

Account for payments:

²² Include if multiple exercise American style option.

²³ Include if European style option or single exercise American style option.

²⁴ Include if multiple exercise American style option.

²⁵ Specify the currency unit of the country in which the Index is compiled or the currency unit to which the underlying values comprising the Index are converted for purposes of compiling the Index (e.g., ECU for Eurotrack 200). If a Multiplier has been specified in this Confirmation, add "multiplied by the Multiplier."

If a currency conversion is contemplated, parties may wish to provide for how, when and by whom the relevant exchange rate is to be determined.

²⁶ If the transaction is a Put Option.

²⁷ If the transaction is a Call Option.

²⁸ Include if multiple exercise American style option.

This Confirmation will be governed by and construed in accordance with the laws of [] [(without reference to choice of law doctrine)].²⁹

Closing for Letters³⁰

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy of this Confirmation enclosed for that purpose and returning it to us or by sending to us a letter or telex substantially similar to this letter, which letter or telex sets forth the material terms of the Transaction to which this Confirmation relates and indicates your agreement to those terms.

Yours sincerely,

[PARTY A]

By: _____

Name:

Title:

Confirmed as of the date
first above written:

[PARTY B]

By: _____

Name:

Title:

Closing for Telex³⁰

Please confirm that the foregoing correctly sets forth the terms of our agreement by sending to us a letter or telex substantially similar to this telex, which letter or telex sets forth the material terms of the Transaction to which this Confirmation relates and indicates agreement to those terms, or by sending to us a return telex substantially to the following effect:

“Re:

We acknowledge receipt of your telex dated [] with respect to the above-referenced Transaction between [Party A] and [Party B] with a Trade Date of [] and an Expiration Date of [] and confirm that such telex correctly sets forth the terms of our agreement relating to the Transaction described therein. Very truly yours, [Party B], by [specify name and title of authorized officer].”

Yours sincerely,

[PARTY A]

By: _____

Name:

Title:

²⁹ Consider whether any additions or deletions relating to applicable jurisdiction or regulatory, tax, accounting or other requirements should be made in this Confirmation if these are not addressed in a related master agreement.

³⁰ Include if applicable.