

Revised ~~March 29, 2004~~ August 11, 2006

2004 AMERICAS INTERDEALER MASTER EQUITY DERIVATIVES
CONFIRMATION AGREEMENT

This 2004 Americas Interdealer Master Equity Derivatives Confirmation Agreement (this "Master Confirmation Agreement") is dated as of [] between [] ("Party A") and [] ("Party B").

The parties wish to facilitate the process of entering into and confirming Equity Derivative Transactions and accordingly agree as follows:

1. Equity Derivatives Definitions. This Master Confirmation Agreement hereby incorporates by reference the 2002 ISDA® Equity Derivatives Definitions as published by the International Swaps and Derivatives Association, Inc. (the "Equity Definitions"). Any capitalized term not otherwise defined herein shall have the meaning assigned to such term in the Equity Definitions.
2. Confirmation Process. The parties intend to enter into separate equity derivative transactions (each a "Transaction") set out in a Transaction Supplement substantially in the form attached to an Annex specified in Exhibit I hereto (each, a "Transaction Supplement"). The confirmation applicable to each Transaction, which shall constitute a "Confirmation" for the purposes of, and will supplement, form a part of, and be subject to, the ISDA Master Agreement between Party A and Party B dated as of [], as amended and supplemented from time to time (the "Master Agreement"), shall consist of this Master Confirmation Agreement including the relevant form of General Terms Confirmation contained in an Annex specified in Exhibit I hereto (each, a "General Terms Confirmation"), as supplemented by the trade details applicable to such Transaction as set forth in the Transaction Supplement for that Transaction. In the event of any inconsistency between this Master Confirmation Agreement and a General Terms Confirmation, the General Terms Confirmation shall govern for the purpose of the Transactions related to such General Terms Confirmation. In the event of any inconsistency between (i) this Master Confirmation Agreement (including the relevant form of General Terms Confirmation) and a Transaction Supplement and/or (ii) the Equity Definitions and a Transaction Supplement, the Transaction Supplement shall govern for the purpose of the relevant Transaction. The Transaction Supplement shall set forth, at a minimum, all of the relevant information set out in the form of Transaction Supplement attached to the relevant General Terms Confirmation.

Exhibit I hereto may be amended in writing by the parties from time to time.

3. Non-Exclusive. The parties acknowledge and agree that the execution of this Master Confirmation Agreement does not require them to document Transactions in accordance with this Master Confirmation Agreement.
4. Preparation of Transaction Supplements. Unless otherwise agreed by the parties, the preparation of a Transaction Supplement shall be the responsibility of (i) in the case of a Transaction Supplement relating to an Option Transaction, the Seller and (ii) in the case of a Transaction Supplement relating to an Equity Swap Transaction, the Equity Amount Payer.

5. Miscellaneous.

- (a) Entire Agreement. This Master Confirmation Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communication and prior writings with respect specifically thereto.
- (b) Amendments. An amendment, modification or waiver in respect of this Master Confirmation Agreement will only be effective if in writing (including a writing evidenced by a facsimile transmission) and executed by each of the parties or confirmed by an exchange of telexes or by an exchange of electronic messages on an electronic messaging system.
- (c) Counterparts. This Master Confirmation Agreement and each Transaction Supplement documented hereunder may be executed in counterparts, each of which will be deemed an original.
- (d) Headings. The headings used in this Master Confirmation Agreement are for convenience of reference only and shall not affect the construction of or be taken into consideration in interpreting this Master Confirmation Agreement.
- (e) Governing Law; Jurisdiction. This Master Confirmation Agreement and each Transaction confirmed by a Confirmation documented hereunder will be governed by and construed in accordance with the law specified in the Master Agreement and will be subject to the jurisdiction, service of process and waiver of immunities provisions of Section 13 of the Master Agreement.

IN WITNESS WHEREOF the parties have executed this document with effect from the date specified on the first page of this document.

[_____]

[_____]

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

EXHIBIT I

APPLICABLE ANNEXES

Pursuant to the terms of the 2004 Americas Interdealer Master Equity Derivatives Confirmation Agreement dated as of [] between [] (“Party A”) and [] (“Party B”) (the “Master Confirmation Agreement”), the following Annexes (including the related Transaction Supplements) attached hereto, will be subject to the Master Confirmation Agreement, effective as of the date set forth below:

Annex	Date
2004 Americas Interdealer Master Equity Derivatives Confirmation Agreement:	
Annex IO (Cash-settled European/American Index Option)	
Annex IS (Cash-settled Index Swap/Index Basket Swap)	
Annex SO (Cash or Physically-settled European/American Share Option)	
Annex SS (Cash-settled Share Swap/Share Basket Swap)	
2004 Americas Master Variance Swap Confirmation Agreement:	
Annex IVS (Cash-settled Index Variance Swap)	
Annex SVS (Cash-settled Share Variance Swap)	

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ANNEX IO
(Cash-settled European/American Index Option)

[Date]

Re: Index Option General Terms Confirmation

Dear Sir or Madam,

The purpose of this Index Option General Terms Confirmation (this “IO General Terms Confirmation”) is to confirm certain general terms and conditions of Index Option Transactions entered into between us under the 2004 Americas Interdealer Master Equity Derivatives Confirmation Agreement between us dated as of [] (the “Master Confirmation Agreement”).

This IO General Terms Confirmation hereby incorporates by reference the 2002 ISDA Equity Derivatives Definitions (the “Equity Definitions”) and the 2000 ISDA Definitions (the “Swap Definitions”), each as published by the International Swaps and Derivatives Association, Inc. In the event of any inconsistency between the Equity Definitions and the Swap Definitions, the Equity Definitions will govern. In the event of any inconsistency between the Equity Definitions or the Swap Definitions and this IO General Terms Confirmation, this IO General Terms Confirmation will govern.

All provisions contained in the Master Agreement govern each Confirmation (each as defined in the Master Confirmation Agreement) except as expressly modified below.

1. The general terms of each Index Option Transaction to which this IO General Terms Confirmation relates are as follows (unless otherwise specified in the relevant Transaction Supplement), as supplemented by the Transaction Supplement related to such Transaction:

General Terms:

Option Style:	Unless “American” is specified as the Option Style in the relevant Transaction Supplement, European
Related Exchange:	All Exchanges

Procedures for Exercise:

Multiple Exercise:	If “American” is specified as the Option Style in the relevant Transaction Supplement, Multiple Exercise shall apply with the following terms: Minimum Number of Options: One Maximum Number of Options: The number of Options remaining unexercised Integral Multiple: One
Automatic Exercise:	Applicable

GTC:IO-1

Valuation and Settlement Terms:

Averaging Date Disruption: If Averaging Dates are specified in the relevant Transaction Supplement, Averaging shall be applicable and Modified Postponement shall apply

Cash Settlement: Applicable

Settlement Currency: USD

Index Adjustment Events:

Index Modification: Notwithstanding Section 11.1(b)(i) of the Equity Definitions, if an event occurs that would otherwise constitute an Index Modification (a “Potential Modification Event”) and the Index is a Designated Index, it shall not be an Index Modification if both (a) the primary Related Exchange on which options contracts relating to the relevant Designated Index are traded (the “Primary Options Exchange”) does not make any adjustments to the relevant options contracts and (b) the primary Related Exchange on which futures contracts relating to the relevant Designated Index are traded (the “Primary Futures Exchange”) does not make any adjustments to the relevant futures contracts

“Designated Index” means any of the Standard & Poor’s 500 Composite Stock Price Index, the Standard & Poor’s 500 Total Return Index, the Nasdaq-100 Index or any other Index specified as such in the relevant Transaction Supplement (in each case, or a Successor Index)

If there is an Index Modification:

(a) if the Index Modification Condition is not satisfied with respect to the relevant Designated Index or if the Index is not a Designated Index, Cancellation and Payment; or

(b) if the Index Modification Condition is satisfied with respect to the relevant Designated Index, the Transaction shall continue on the modified Index, and the Calculation Agent will adjust the terms of the Transaction using the same methodology that the Primary Options Exchange and the Primary Futures Exchange used in respect of the Index Modification to adjust the terms of the relevant options and futures contracts, respectively, that trade on such Exchange (a “Continuation”)

In respect of an Index Modification, the “Index Modification Condition” shall be satisfied if the Primary Options Exchange and the Primary Futures Exchange each announces it will make adjustments to the relevant options and futures contracts, as applicable, commencing no later than the effective date of the Index Modification, and the Calculation Agent determines that such adjustments are economically equivalent in methodology

For purposes of the foregoing, if the Designated Index is the Standard & Poor’s 500 Total Return Index, (i) whether a Potential Modification Event constitutes an Index Modification and whether the Index Modification Condition is satisfied shall each be determined as if the Designated Index were the Standard & Poor’s 500 Composite Stock Price Index and (ii) if Continuation is applicable, the Calculation Agent will (A) adjust the terms of the Transaction using the same methodology that the Primary Options Exchange and the Primary Futures Exchange used in respect of the Index Modification to adjust the terms of the options and futures contracts, respectively, relating to the Standard & Poor’s 500 Composite Stock Price Index that trade on such Exchange and (B) make such other adjustments as it determines appropriate to account for the differences between the formulas for or the methods of calculating the Standard & Poor’s Composite Stock Price Index and the Standard & Poor’s 500 Total Return Index in relation to dividends

Index Cancellation: Cancellation and Payment

Index Disruption: Calculation Agent Adjustment

Additional Disruption Events:

Change in Law: Applicable; provided that (a) Section 12.9(a)(ii)(X) of the Equity Definitions is hereby amended by replacing the word “Shares” with the words “Hedge Positions” and (b) Section 12.9(a)(ii)(Y) of the Equity Definitions is hereby deleted

Determining Party: Party A and Party B

Additional Representations, Agreements and Acknowledgments:

Non-Reliance: Applicable

Agreements and Acknowledgments Regarding Hedging Activities: Applicable

GTC:IO-3

Index Disclaimer:	Applicable
Additional Acknowledgments:	Applicable
Eligible Contract Participant:	Each party represents to the other party that it is an “eligible contract participant” as defined in the U.S. Commodity Exchange Act (as amended)

2. Calculation Agent:

- (a) Subject to the following provisions, Party A and Party B are joint Calculation Agent. The Calculation Agent is responsible for making any determination, calculation or adjustment in connection with any Transaction hereunder that is not expressed to be the responsibility of an identified entity. If the parties do not agree on a particular determination, adjustment or calculation for which the Calculation Agent is responsible, then within three Scheduled Trading Days after the first party provides the other party with its determination, adjustment or calculation, the parties shall appoint three Independent Dealers (as defined below) (or, if the parties cannot agree on three, each party shall select an Independent Dealer, which dealers shall jointly appoint a third Independent Dealer), each to make a determination, adjustment or calculation as to the disputed matter within two Scheduled Trading Days of such appointment. The parties shall share equally the costs, fees and expenses (if any) of any Independent Dealers called upon to resolve a dispute and agree to waive any claim that they might otherwise have against any Independent Dealer for any determination, adjustment or calculation made in good faith pursuant to this provision.

“Independent Dealer” means a leading dealer in the relevant market that is not an Affiliate of either of the parties or any other appointed Independent Dealer.

- (b) In the event that only one Independent Dealer provides a response as to the disputed matter within two Scheduled Trading Days of its appointment, that response shall be binding on the parties for the disputed matter, absent manifest error.

In the event that two or three Independent Dealers provide a response as to the disputed matter within two Scheduled Trading Days of their respective appointments:

- (i) if those responses are susceptible to the determination of an arithmetic mean, the arithmetic mean of such responses shall be binding on the parties for the disputed matter, absent manifest error; or
- (ii) if those responses are not susceptible to the determination of an arithmetic mean,
- (A) if the majority of the responding Independent Dealers provided the same response, such response shall be binding on the parties for the disputed matter, absent manifest error; or
- (B) if the majority of the Independent Dealers did not provide the same response, the responding Independent Dealers will jointly appoint a fourth Independent Dealer (the “Resolver”), and the Resolver will select within two Scheduled Trading Days from the responses originally provided by the responding Independent Dealers, with the selected response being binding on the parties for the disputed matter, absent manifest error.

The parties acknowledge and agree, by way of example and without limiting the phrase, that the following are not susceptible to the determination of an arithmetic mean: (1) responses as to whether or not an event has occurred and (2) responses in which different terms of the Transaction are proposed to be adjusted.

(c) If, after following the procedures in paragraphs (a) and (b), a binding determination, adjustment or calculation is not achieved, the dispute resolution provisions of the Master Agreement shall be applicable (other than any Calculation Agent-specific provisions, which are superseded by these provisions).

3. Notice and Account Details:

Unless otherwise specified in the relevant Transaction Supplement, Notice and Account Details for Party A: []

Unless otherwise specified in the relevant Transaction Supplement, Notice and Account Details for Party B: []

[4. Additional Provisions:

Insert any additional provisions required or agreed to between the parties, e.g., the role of any agents.]

**TRANSACTION SUPPLEMENT IO
(Cash-settled European/American Index Option)**

INDEX OPTION TRANSACTION SUPPLEMENT

This Transaction Supplement is entered into between the Buyer and Seller listed below on the Trade Date set forth below.

The purpose of this communication is to confirm the terms and conditions of the Index Option Transaction entered into between [] (“Party A”) and [] (“Party B”) on the Trade Date specified below (the “Transaction”). This Transaction Supplement is entered into under the 2004 Americas Interdealer Master Equity Derivatives Confirmation Agreement dated as of [] between us, as may be amended from time to time, and, together with the 2004 Americas Interdealer Master Equity Derivatives Confirmation Agreement and the IO General Terms Confirmation attached thereto, constitutes a “Confirmation” as referred to in the Master Agreement between the parties, as amended and supplemented from time to time.

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

General Terms:

Trade Date:	[]
[Option Style:	American] ¹
Option Type:	[Call] [Put]
Seller:	[Party A] [Party B]
Buyer:	[Party A] [Party B]
Index:	[]
Number of Options:	[]
Strike Price:	[]
Premium:	[] [(Premium per Option [])]
[Premium Payment Date:	[The date that is one Settlement Cycle following the Trade Date] [insert date]] ²
Exchange(s):	[]

Procedures for Exercise:

¹ Include if the parties have agreed when entering into the Transaction that the Option Style is American; otherwise, the IO General Terms Confirmation provides that the Option Style is European.

² Include if the parties wish to specify the Premium Payment Date in the relevant Transaction Supplement. If the Premium Payment Date is not so specified, the Equity Definitions provides that the Premium Payment Date will be the date that is one Settlement Cycle following the Trade Date (or, if such date is not a Currency Business Day, the next following Currency Business Day).

Expiration Date: []

[Valuation:]³

Averaging Dates: [In relation to each Valuation Date,] []⁵

[Other Provisions:]⁶

[Notice and Account Details:]⁷

Please confirm your agreement to be bound by the terms of the foregoing by executing a copy of this Transaction Supplement and returning it to us [at the contact information listed above].

[_____]

[_____]

By: _____
Name:
Title:

By: _____
Name:
Title:

³ Include Futures Price Valuation and Exchange-traded Contract provisions if the parties have agreed when entering into the Transaction that Futures Price Valuation is applicable; otherwise, the Equity Definitions provides that Futures Price Valuation will not be applicable.

⁴ Include if an American Option.

⁵ Include if Averaging is applicable. If the Averaging Dates are not consecutive, the parties may wish to agree to modify certain provisions of the IO General Terms Confirmation when entering into the Transaction, e.g., Modified Postponement.

⁶ [If the March 2004 Canadian Supplement to the 2004 Americas Interdealer Master Equity Derivatives Confirmation Agreement is applicable, specify here.](#) Also, if applicable, include any other provisions to which the parties have agreed when entering into the Transaction.

⁷ Include notice and/or account information if different from the information provided in the IO General Terms Confirmation. Note that the notice information is also relevant for any notice of exercise to be provided to Seller.

ANNEX IS
(Cash-settled Index Swap/Index Basket Swap)

[Date]

Re: Index Swap and Index Basket Swap General Terms Confirmation

Dear Sir or Madam,

The purpose of this Index Swap and Index Basket Swap General Terms Confirmation (this "IS General Terms Confirmation") is to confirm certain general terms and conditions of Index Swap and Index Basket Swap Transactions entered into between us under the 2004 Americas Interdealer Master Equity Derivatives Confirmation Agreement between us dated as of [] (the "Master Confirmation Agreement").

This IS General Terms Confirmation hereby incorporates by reference the 2002 ISDA Equity Derivatives Definitions (the "Equity Definitions") and the 2000 ISDA Definitions (the "Swap Definitions"), each as published by the International Swaps and Derivatives Association, Inc. In the event of any inconsistency between the Equity Definitions and the Swap Definitions, the Equity Definitions will govern. In the event of any inconsistency between the Equity Definitions or the Swap Definitions and this IS General Terms Confirmation, this IS General Terms Confirmation will govern.

All provisions contained in the Master Agreement govern each Confirmation (each as defined in the Master Confirmation Agreement) except as expressly modified below.

1. The general terms of each Index Swap and Index Basket Swap Transaction to which this IS General Terms Confirmation relates are as follows (unless otherwise specified in the relevant Transaction Supplement), as supplemented by the Transaction Supplement related to such Transaction:

General Terms:

Effective Date:	The date that is one Settlement Cycle following the Trade Date
Termination Date:	The final Cash Settlement Payment Date
Related Exchange:	All Exchanges

Equity Amounts:

Equity Notional Reset:	If there is one Valuation Date, Not Applicable; if there is more than one Valuation Date, Applicable
Type of Return:	Price Return
Averaging Date Disruption:	If Averaging Dates are specified in the relevant Transaction Supplement, Averaging shall be applicable and Modified Postponement shall apply

Floating Amounts:

GTC:IS-1

Notional Amount:	As set forth in the relevant Transaction Supplement; <u>provided</u> that, if Averaging is applicable, the Notional Amount for the final Calculation Period shall be the aggregate of the Adjusted Notional Amounts for each day in such Calculation Period <u>divided by</u> the actual number of days in such Calculation Period
Adjusted Notional Amount:	In respect of each day in the final Calculation Period, (a) for each day of determination prior to the day that is one Settlement Cycle following the initial Averaging Date for such period, the Notional Amount for such period, unadjusted by this provision (the “ <u>Unadjusted Notional Amount</u> ”) and (b) for each day of determination commencing on the day that is one Settlement Cycle following such initial Averaging Date, the Unadjusted Notional Amount <u>multiplied by</u> (i) one <u>minus</u> (ii) the number of Averaging Dates for such period elapsed up to and including the day that is one Settlement Cycle prior to such day of determination <u>divided by</u> the total number of Averaging Dates for such period To the extent that a Disrupted Day occurs on an Averaging Date for the final Calculation Period, the Calculation Agent will adjust the Adjusted Notional Amount computation accordingly
Payment Dates:	Each Cash Settlement Payment Date
Floating Rate Option:	USD-LIBOR-BBA
Floating Rate Day Count Fraction:	Actual/360
Reset Dates:	The first day of each Calculation Period
Business Days:	New York and London
Settlement Terms:	
Cash Settlement:	Applicable
Settlement Currency:	USD
Index Adjustment Events:	
Index Modification:	If the relevant Transaction is an Index Swap Transaction, Cancellation and Payment If the relevant Transaction is an Index Basket Swap Transaction, Partial Cancellation and Payment

Index Cancellation: If the relevant Transaction is an Index Swap Transaction, Cancellation and Payment

If the relevant Transaction is an Index Basket Swap Transaction, Partial Cancellation and Payment

Index Disruption: Calculation Agent Adjustment

Determining Party: Party A and Party B

Partial Cancellation and Payment: For the purposes of Section 11.1 of the Equity Definitions, Partial Cancellation and Payment will be deemed to mean that the provisions of Section 11.1(b)(C) will apply solely to the Index affected by the Index Adjustment Event and the remainder of the Index Basket Transaction will continue with the Basket comprising Indices that are not affected, and the Calculation Agent will adjust any relevant terms if necessary to preserve as nearly as practicable the economic terms of the Transaction for the remaining Basket

Additional Disruption Events:

Change in Law: Applicable; provided that (a) Section 12.9(a)(ii)(X) of the Equity Definitions is hereby amended by replacing the word “Shares” with the words “Hedge Positions” and (b) Section 12.9(a)(ii)(Y) of the Equity Definitions is hereby deleted

Partial Termination for Baskets: Notwithstanding Section 12.9(b)(i) of the Equity Definitions, if the relevant Transaction is an Index Basket Swap Transaction, the consequence associated with Change in Law is hereby amended such that the right to terminate the Transaction is limited to that portion of the Transaction represented by Indices affected by the Change in Law and, if any such right to partially terminate is exercised, (a) the Cancellation Amount will be calculated with respect solely to the terminated portion, (b) the remainder of the Transaction will continue with the Basket comprising Indices that are not affected by the Change in Law, and (c) the Calculation Agent will adjust any relevant terms if necessary to preserve as nearly as practicable the economic terms of the Transaction for the remaining Basket

Determining Party: Party A and Party B

Additional Representations, Agreements and Acknowledgments:

Non-Reliance:	Applicable
Agreements and Acknowledgments Regarding Hedging Activities:	Applicable
Index Disclaimer:	Applicable
Additional Acknowledgments:	Applicable
Eligible Contract Participant:	Each party represents to the other party that it is an “eligible contract participant” as defined in the U.S. Commodity Exchange Act (as amended)

2. Calculation Agent:

- (a) Subject to the following provisions, Party A and Party B are joint Calculation Agent. The Calculation Agent is responsible for making any determination, calculation or adjustment in connection with any Transaction hereunder that is not expressed to be the responsibility of an identified entity. If the parties do not agree on a particular determination, adjustment or calculation for which the Calculation Agent is responsible, then within three Scheduled Trading Days after the first party provides the other party with its determination, adjustment or calculation, the parties shall appoint three Independent Dealers (as defined below) (or, if the parties cannot agree on three, each party shall select an Independent Dealer, which dealers shall jointly appoint a third Independent Dealer), each to make a determination, adjustment or calculation as to the disputed matter within two Scheduled Trading Days of such appointment. The parties shall share equally the costs, fees and expenses (if any) of any Independent Dealers called upon to resolve a dispute and agree to waive any claim that they might otherwise have against any Independent Dealer for any determination, adjustment or calculation made in good faith pursuant to this provision.

“Independent Dealer” means a leading dealer in the relevant market that is not an Affiliate of either of the parties or any other appointed Independent Dealer.

- (b) In the event that only one Independent Dealer provides a response as to the disputed matter within two Scheduled Trading Days of its appointment, that response shall be binding on the parties for the disputed matter, absent manifest error.

In the event that two or three Independent Dealers provide a response as to the disputed matter within two Scheduled Trading Days of their respective appointments:

- (i) if those responses are susceptible to the determination of an arithmetic mean, the arithmetic mean of such responses shall be binding on the parties for the disputed matter, absent manifest error; or
- (ii) if those responses are not susceptible to the determination of an arithmetic mean,
 - (A) if the majority of the responding Independent Dealers provided the same response, such response shall be binding on the parties for the disputed matter, absent manifest error; or

(B) if the majority of the Independent Dealers did not provide the same response, the responding Independent Dealers will jointly appoint a fourth Independent Dealer (the “Resolver”), and the Resolver will select within two Scheduled Trading Days from the responses originally provided by the responding Independent Dealers, with the selected response being binding on the parties for the disputed matter, absent manifest error.

The parties acknowledge and agree, by way of example and without limiting the phrase, that the following are not susceptible to the determination of an arithmetic mean: (1) responses as to whether or not an event has occurred and (2) responses in which different terms of the Transaction are proposed to be adjusted.

- (c) If, after following the procedures in paragraphs (a) and (b), a binding determination, adjustment or calculation is not achieved, the dispute resolution provisions of the Master Agreement shall be applicable (other than any Calculation Agent-specific provisions, which are superseded by these provisions).

3. Mutual Early Termination Right:

- (a) Unless “Mutual Early Termination Right” is specified as not applicable in the relevant Transaction Supplement, either party may, with at least one Scheduled Trading Day’s notice, accelerate the valuation of a Transaction in whole or in part (and, for an Index Basket Swap Transaction, any partial acceleration shall be for a pro rata portion of the relevant Basket) by specifying in such notice a Scheduled Trading Day occurring prior to the scheduled final Valuation Date (or, if Averaging is applicable, prior to the initial Averaging Date in respect of that final Valuation Date) as the “Acceleration Date” and, if the Transaction is being partially accelerated, the portion of the Transaction being accelerated.

(i) If Averaging is not applicable, the final Valuation Date with respect to the portion of that Transaction being accelerated shall be accelerated to the Acceleration Date; or

(ii) If Averaging is applicable:

(A) the Averaging Dates in respect of the final Valuation Date with respect to the portion of that Transaction being accelerated shall be accelerated to consecutive Scheduled Trading Days commencing on the Acceleration Date (each, an “Accelerated Averaging Date”);

(B) the related Cash Settlement Payment Date shall be the date that is one Settlement Cycle following the final Accelerated Averaging Date;

(C) for purposes of the Equity Amount provisions with respect to the portion of that Transaction being accelerated, if an Accelerated Averaging Date falls on an Averaging Date in respect of a Valuation Date other than the final Valuation Date, the Averaging Dates in respect of such other Valuation Date and such other Valuation Date shall be ignored; and

(D) the Floating Amount with respect to the portion of that Transaction being accelerated shall be payable on the related Cash Settlement Payment Date and be equal to the Accelerated Floating Amount plus the Additional Floating Amount, if any.

If only a portion of the Transaction is being accelerated, the remainder of the Transaction shall continue in accordance with its terms.

where:

“Accelerated Floating Amount” means the Floating Amount determined in accordance with the terms hereof with the Calculation Period that ends with the related Cash Settlement Payment Date (or, if a Reset Date occurs with respect to the Transaction on any Acceleration Settlement Date (as defined below), the Calculation Period that ends with that Reset Date) being deemed the final Calculation Period with respect to the portion of that Transaction being accelerated for purposes of the definition of Notional Amount and Adjusted Notional Amount.

“Additional Floating Amount” means (1) if a Reset Date occurs with respect to the Transaction on any related Acceleration Settlement Date, the sum of, for each Acceleration Settlement Date that falls after such Reset Date (each, a “Reset Acceleration Settlement Date”), the amount calculated according to the following formula: NA (as defined below) multiplied by RR for the relevant Reset Acceleration Settlement Date multiplied by the actual number of days in the period from and including the Reset Date to but excluding the relevant Reset Acceleration Settlement Date divided by F (as defined below) and (2) otherwise, zero.

“RR” means, for a Reset Acceleration Settlement Date, the rate, determined on the related Reset Date, using the Floating Rate Option with a Designated Maturity of the number of days from and including the Reset Date to but excluding the relevant Reset Acceleration Settlement Date (determined, if rates for that Designated Maturity are not available, using Linear Interpolation).

- (b) If “Interest Breakage Costs” is specified as applicable in the relevant Transaction Supplement, on the Cash Settlement Payment Date related to the relevant Acceleration Date, (i) if the Interest Breakage Amount is positive, the Floating Amount Payer will pay to the other party an amount in cash equal to the Interest Breakage Amount or (ii) if the Interest Breakage Amount is negative, the other party will pay to the Floating Amount Payer an amount in cash equal to the absolute value of the Interest Breakage Amount.

“Interest Breakage Amount” means, with respect to a Transaction, an amount calculated according to the following formula with respect to the relevant Acceleration Settlement Date (or, if Averaging is applicable, an amount equal to the sum of, for each relevant Acceleration Settlement Date that is not a Reset Acceleration Settlement Date, the amount calculated according to the following formula):

$$\frac{(R1 - R2) \times D1 \times NA}{F}$$

where:

“R1” means the Floating Rate in effect during the Calculation Period in which the relevant Acceleration Settlement Date occurs.

“R2” means the Floating Rate on the relevant Acceleration Settlement Date, determined using the Floating Rate Option with a Designated Maturity equal to D1 (as defined below) and a Reset Date occurring on the relevant Acceleration Settlement Date (determined, if rates for that Designated Maturity are not available, using Linear Interpolation).

“D1” means the actual number of days in the period from, and including, the relevant Acceleration Settlement Date to, but excluding, the end of the Calculation Period in which the relevant Acceleration Settlement Date occurs, determined as if the relevant Acceleration Date had not been designated. If the relevant Acceleration Settlement Date is the first day of a Calculation Period, D1 shall be zero.

“NA” means the portion of the Unadjusted Notional Amount on the relevant Acceleration Settlement Date corresponding to the portion of the Transaction being accelerated (or, if Averaging is applicable, the portion of the Unadjusted Notional Amount on the relevant initial Acceleration Settlement Date corresponding to the portion of the Transaction being accelerated divided by the total number of Averaging Dates in respect of the final Valuation Date).

“F” means the denominator of the Floating Rate Day Count Fraction.

“Acceleration Settlement Date” means, with respect to an Acceleration Date or an Accelerated Averaging Date, the date that is one Settlement Cycle following such date.

4. Notice and Account Details:

Unless otherwise specified in the relevant Transaction Supplement, Notice and Account Details for Party A: []

Unless otherwise specified in the relevant Transaction Supplement, Notice and Account Details for Party B: []

[5. Additional Provisions:

Insert any additional provisions required or agreed to between the parties, e.g., the role of any agents.]

**TRANSACTION SUPPLEMENT IS
(Cash-settled Index Swap/Index Basket Swap)**

INDEX SWAP/INDEX BASKET SWAP TRANSACTION SUPPLEMENT

This Transaction Supplement is entered into between the Equity Amount Payer and Floating Amount Payer listed below on the Trade Date set forth below.

The purpose of this communication is to confirm the terms and conditions of the Index [Basket]¹ Swap Transaction entered into between [] (“Party A”) and [] (“Party B”) on the Trade Date specified below (the “Transaction”). This Transaction Supplement is entered into under the 2004 Americas Interdealer Master Equity Derivatives Confirmation Agreement dated as of [] between us, as may be amended from time to time, and, together with the 2004 Americas Interdealer Master Equity Derivatives Confirmation Agreement and the IS General Terms Confirmation attached thereto, constitutes a “Confirmation” as referred to in the Master Agreement between the parties, as amended and supplemented from time to time.

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

General Terms:

Trade Date:	[]
[Effective Date:	[The date that is one Settlement Cycle following the Trade Date] [<i>insert date</i>]] ²
[Index:	[]] ³
[Basket:	As specified in Appendix 1] ⁴
Exchange(s):	[] ⁵ [As specified in Appendix 1] ⁶

Equity Amounts:⁷

Equity Amount Payer:	[Party A] [Party B]
Equity Notional Amount:	[]
Initial Price:	[]

¹ Include for Index Basket Swap Transaction.

² Include if the parties wish to specify the Effective Date in the relevant Transaction Supplement. If the Effective Date is not so specified, the IS General Terms Confirmation provides that the Effective Date will be one Settlement Cycle following the Trade Date.

³ Include for Index Swap Transaction.

⁴ Include for Index Basket Swap Transaction.

⁵ Include for Index Swap Transaction.

⁶ Include for Index Basket Swap Transaction.

⁷ Include Futures Price Valuation and Exchange-traded Contract provisions if the parties have agreed when entering into the Transaction that Futures Price Valuation is applicable; otherwise, the Equity Definitions provides that Futures Price Valuation will not be applicable.

Valuation Date(s): []

[Averaging Dates: [In relation to each Valuation Date,] ⁸ [] ⁹

Floating Amounts:

Floating Amount Payer: [Party A] [Party B]

Notional Amount: [The Equity Notional Amount]

Designated Maturity: []

Spread: [Plus] [Minus] []

[**Other Provisions:**] ¹⁰

[**Notice and Account Details:**] ¹¹

Please confirm your agreement to be bound by the terms of the foregoing by executing a copy of this Transaction Supplement and returning it to us [at the contact information listed above].

[_____]

[_____]

By: _____
Name:
Title:

By: _____
Name:
Title:

⁸ Include if multiple Valuation Dates.

⁹ Include if Averaging is applicable. If the Averaging Dates are not consecutive, the parties may wish to agree to modify certain provisions of the IS General Terms Confirmation when entering into the Transaction, e.g., Modified Postponement, Adjusted Notional Amount, Mutual Early Termination Right, Interest Breakage Costs.

¹⁰ [If the March 2004 Canadian Supplement to the 2004 Americas Interdealer Master Equity Derivatives Confirmation Agreement is applicable, specify here.](#) Also, if applicable, include any other provisions to which the parties have agreed when entering into the Transaction. For example, if the parties agreed that the Mutual Early Termination Right is to be not applicable or Interest Breakage Costs is to be applicable, specify here.

¹¹ Include notice and/or account information if different from the information provided in the IS General Terms Confirmation.

Appendix 1¹²

Indices comprised in the Basket

The Basket is composed of the following Indices in the relative weightings set out in relation to each Index below.

<i>Index</i>	<i>Exchange(s)</i>	<i>Weighting</i>
		[] percent
		[] percent
		[] percent
		[] percent
		[] percent
		[] percent
		[] percent
		[] percent
		[] percent
		[] percent
		[] percent
		[] percent
		[] percent
		[] percent
		[] percent

¹² Include for Index Basket Swap Transaction.

ANNEX SO
(Cash or Physically-settled European/American Share Option)

[Date]

Re: Share Option General Terms Confirmation

Dear Sir or Madam,

The purpose of this Share Option General Terms Confirmation (this "SO General Terms Confirmation") is to confirm certain general terms and conditions of Share Option Transactions entered into between us under the 2004 Americas Interdealer Master Equity Derivatives Confirmation Agreement between us dated as of [] (the "Master Confirmation Agreement").

This SO General Terms Confirmation hereby incorporates by reference the 2002 ISDA Equity Derivatives Definitions (the "Equity Definitions") and the 2000 ISDA Definitions (the "Swap Definitions"), each as published by the International Swaps and Derivatives Association, Inc. In the event of any inconsistency between the Equity Definitions and the Swap Definitions, the Equity Definitions will govern. In the event of any inconsistency between the Equity Definitions or the Swap Definitions and this SO General Terms Confirmation, this SO General Terms Confirmation will govern.

All provisions contained in the Master Agreement govern each Confirmation (each as defined in the Master Confirmation Agreement) except as expressly modified below.

1. The general terms of each Share Option Transaction to which this SO General Terms Confirmation relates are as follows (unless otherwise specified in the relevant Transaction Supplement), as supplemented by the Transaction Supplement related to such Transaction:

General Terms:

Option Style:	Unless "American" is specified as the Option Style in the relevant Transaction Supplement, European
Related Exchange:	All Exchanges

Procedures for Exercise:

Expiration Time:	One hour after the Valuation Time
Multiple Exercise:	If "American" is specified as the Option Style in the relevant Transaction Supplement, Multiple Exercise shall apply with the following terms: Minimum Number of Options: One Maximum Number of Options: The number of Options remaining unexercised Integral Multiple: One

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Automatic Exercise: Applicable

“In-the-Money” for purposes of Section 3.4(c) of the Equity Definitions shall mean (a) in respect of a Call, that the Reference Price is greater than the Strike Price and (b) in respect of a Put, that the Reference Price is less than the Strike Price, with the Reference Price determined as of the Valuation Time on the Expiration Date

Valuation and Settlement Terms:

Averaging Date Disruption: If Averaging Dates are specified in the relevant Transaction Supplement, Averaging shall be applicable and Modified Postponement shall apply

NASDAQ Closing Price: Where NASDAQ is the Exchange, notwithstanding Sections 1.23(b) and 7.3(a) of the Equity Definitions, the Relevant Price and Settlement Price, as the case may be, will be the NASDAQ Official Closing Price (NOCP) as of the Valuation Time on the Valuation Date or Averaging Date, as the case may be, as reported in the official price dissemination mechanism for the Exchange

Settlement Method: Unless otherwise specified in the relevant Transaction Supplement, Physical Settlement

If Settlement Method Election is applicable, the following terms will be applicable:

Electing Party: Buyer

Settlement Method Election Date: 2 Scheduled Trading Days prior to the Valuation Date or the initial Averaging Date, as the case may be

Default Settlement Method: Physical Settlement

Settlement Currency: USD

Adjustments:

Method of Adjustment: Calculation Agent Adjustment

Extraordinary Events:

New Shares: In the definition of New Shares in Section 12.1(i) of the Equity Definitions, the text in (i) shall be deleted in its entirety and replaced with “publicly quoted, traded or listed on any of the New York Stock Exchange, the American Stock Exchange, [the NASDAQ Global Select](#)

~~Market or the NASDAQ Global Market or the NASDAQ National Market System~~ (or their respective successors)”

Consequences of Merger Events:

Share-for-Share:	Alternative Obligation
Share-for-Other:	Merger Event Cancellation and Payment (Agreed Model)
Share-for-Combined:	Modified Component Adjustment

Merger Event Cancellation and Payment (Agreed Model):

If Merger Event Cancellation and Payment (Agreed Model) is applicable, the phrase “the sum of the Unadjusted Value and the Adjustment Value” in Section 12.7(b)(i) of the Equity Definitions shall be replaced with “the Unadjusted Value”, and

(a) if the Other Consideration consists solely of Specified Non-Equity Consideration, the phrase “ending on and including the Closing Date” in Section 12.7(b)(i)(A)(1) of the Equity Definitions shall be replaced with “ending on but excluding the Announcement Date” (the Unadjusted Value as so amended, the “Amended Unadjusted Value”); or

(b) if the Other Consideration consists of both Specified Non-Equity Consideration and consideration that is not Specified Non-Equity Consideration, the amount referred to in Section 12.7(b)(i) of the Equity Definitions will instead be determined by the Calculation Agent as the sum of (i) the Amended Unadjusted Value multiplied by the Announcement Date Merger Consideration Percentage and (ii) (A) the Unadjusted Value multiplied by (B) one minus the Announcement Date Merger Consideration Percentage;

where:

“Specified Non-Equity Consideration” means (1) cash or (2) borrowed money obligations that are not convertible or exchangeable, in whole or in part, into equity securities (including options and warrants) or depositary receipts therefor (in each case, or the cash equivalent thereof)

“Announcement Date Merger Consideration Percentage” means a percentage determined by dividing (1) the value of the Other Consideration that is Specified Non-Equity

Consideration to be received by a holder of one Share in the related Merger Event by (2) the value of the Other Consideration to be received by a holder of one Share in the related Merger Event, in each case as determined by the Calculation Agent as of the applicable Merger Date

Modified Component Adjustment:

If Modified Component Adjustment is applicable,

(a) an amount will be determined assuming the entire Transaction had been cancelled pursuant to Section 12.7(b) of the Equity Definitions, with Merger Event Cancellation and Payment (Agreed Model) applicable (the "Component Termination Amount");

(b) the Seller will pay to the Buyer, within the time period set forth in Section 12.7(a) of the Equity Definitions, an amount in cash equal to the Component Termination Amount multiplied by a percentage (the "Other Consideration Percentage") determined by dividing (i) the value of the Other Consideration to be received by a holder of one Share in the related Merger Event by (ii) the value of the Combined Consideration to be received by a holder of one Share in the related Merger Event, in each case as determined by the Calculation Agent as of the applicable Merger Date; and

(c) the Transaction will continue solely with respect to the New Shares and Alternative Obligation shall apply to that portion of the consideration that consists of New Shares, and in addition, the Calculation Agent will reduce the Strike Price such that it equals (i) the Strike Price as of the Merger Date (as it may have been adjusted in accordance with Alternative Obligation) multiplied by (ii) one minus the Other Consideration Percentage

Tender Offer:

Applicable; provided that Section 12.1(d) of the Equity Definitions is hereby amended by (a) replacing "10%" with "or equal to 50%" in the third line thereof and (b) adding ", or of the outstanding Shares," before "of the Issuer" in the fourth line thereof. Sections 12.1(e) and 12.1(l)(ii) of the Equity Definitions are hereby amended by adding "or Shares, as applicable," after "voting shares"

Consequences of Tender Offers:

Share-for-Share: Tender Offer Cancellation and Payment (Agreed Model)

Share-for-Other: Tender Offer Cancellation and Payment (Agreed Model)

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Share-for-Combined: Tender Offer Cancellation and Payment (Agreed Model)

Tender Offer Cancellation and Payment (Agreed Model):

If Tender Offer Cancellation and Payment (Agreed Model) is applicable, the amount referred to in Section 12.7(b)(i) of the Equity Definitions will instead be determined by the Calculation Agent as the sum of (a) the Amended Unadjusted Value multiplied by the Announcement Date Tender Offer Consideration Percentage and (b) (i) the Unadjusted Value multiplied by (ii) one minus the Announcement Date Tender Offer Consideration Percentage;

where:

“Announcement Date Tender Offer Consideration Percentage” means a percentage equal to (A) the Tender Offer Percentage multiplied by (B) (1) the value of the Other Consideration that is Specified Non-Equity Consideration to be received by a holder of one Share in the related Tender Offer (assuming such Share was actually purchased or otherwise obtained in such Tender Offer) divided by (2) the value of all consideration to be received by a holder of one Share in the related Tender Offer (assuming such Share was actually purchased or otherwise obtained in such Tender Offer), in each case as determined by the Calculation Agent as of the applicable Tender Offer Date; and

“Tender Offer Percentage” means the percentage of the outstanding Shares of the Issuer (or, if such percentage is less than 50%, the percentage of the outstanding voting shares of the Issuer) that are actually purchased or otherwise obtained in the related Tender Offer, rounded to the nearest whole percent (as determined by the Calculation Agent based upon publicly available information)

Composition of Combined Consideration:

Not Applicable

Nationalization, Insolvency or Delisting: Cancellation and Payment (Agreed Model); provided that the phrase “the sum of the Unadjusted Value and the Adjustment Value” in Section 12.7(b)(i) of the Equity Definitions shall be replaced with “the Unadjusted Value”

In addition to the provisions of Section 12.6(a)(iii) of the Equity Definitions, it will also constitute a Delisting if the Exchange is located in the United States and the Shares are not immediately re-listed, re-traded or re-

GTC:SO-5

quoted on any of the New York Stock Exchange, the American Stock Exchange, [the NASDAQ Global Select Market or the NASDAQ Global Market](#) ~~or the NASDAQ National Market System~~ (or their respective successors); if the Shares are immediately re-listed, re-traded or re-quoted on any such exchange or quotation system, such exchange or quotation system shall be deemed to be the Exchange

Combined Stock Loan Rate and Interest Rate:

USD-LIBOR-BBA

Additional Disruption Events:

Change in Law:

Applicable; provided that (a) Section 12.9(a)(ii)(X) of the Equity Definitions is hereby amended by replacing the word “Shares” with the words “Hedge Positions” and (b) Section 12.9(a)(ii)(Y) of the Equity Definitions is hereby deleted

Failure to Deliver:

Applicable

Insolvency Filing:

Applicable

Determining Party:

Party A and Party B

Additional Representations, Agreements and Acknowledgments:

Non-Reliance:

Applicable

Agreements and Acknowledgments Regarding Hedging Activities:

Applicable

Additional Acknowledgments:

Applicable

Eligible Contract Participant:

Each party represents to the other party that it is an “eligible contract participant” as defined in the U.S. Commodity Exchange Act (as amended)

2. Dividends – Total Return:

If “Dividends – Total Return” is specified as applicable in the relevant Transaction Supplement for a European Option, the following terms will be applicable:

Dividend Period:

Second Period

Strike Price Adjustment:

In respect of each Ex Amount, the Strike Price for the Transaction will be reduced effective as of the relevant ex-dividend date by an amount equal to: (a) the Ex Amount multiplied by (or, if the relevant dividend is scheduled to be paid after the date that is one Settlement

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Cycle following the Expiration Date for the Transaction, divided by (b) (i) one plus (ii) the Relevant Rate multiplied by (iii) the actual number of days during the Dividend Interest Period divided by (iv) 360; provided that, if Averaging is applicable, the Calculation Agent shall make appropriate adjustments to this formula if the relevant ex-dividend date occurs on or following the initial Averaging Date

“Relevant Rate” means the zero coupon rate with a maturity equal to the actual number of days during the Dividend Interest Period, derived by the Calculation Agent from the mid-market USD swap curve

“Dividend Interest Period” means the period from, and including, (A) the date that the relevant dividend is paid by the Issuer generally to holders of record of a Share to, but excluding, (B) the date that is one Settlement Cycle following the Expiration Date for the Transaction (or, if the relevant dividend is scheduled to be paid after the date that is one Settlement Cycle following the Expiration Date for the Transaction, the period from, and including, the date described in clause (B) to, but excluding, such scheduled payment date)

3. Calculation Agent:

- (a) Subject to the following provisions, Party A and Party B are joint Calculation Agent. The Calculation Agent is responsible for making any determination, calculation or adjustment in connection with any Transaction hereunder that is not expressed to be the responsibility of an identified entity. If the parties do not agree on a particular determination, adjustment or calculation for which the Calculation Agent is responsible, then within three Scheduled Trading Days after the first party provides the other party with its determination, adjustment or calculation, the parties shall appoint three Independent Dealers (as defined below) (or, if the parties cannot agree on three, each party shall select an Independent Dealer, which dealers shall jointly appoint a third Independent Dealer), each to make a determination, adjustment or calculation as to the disputed matter within two Scheduled Trading Days of such appointment. The parties shall share equally the costs, fees and expenses (if any) of any Independent Dealers called upon to resolve a dispute and agree to waive any claim that they might otherwise have against any Independent Dealer for any determination, adjustment or calculation made in good faith pursuant to this provision.

“Independent Dealer” means a leading dealer in the relevant market that is not an Affiliate of either of the parties or any other appointed Independent Dealer.

- (b) In the event that only one Independent Dealer provides a response as to the disputed matter within two Scheduled Trading Days of its appointment, that response shall be binding on the parties for the disputed matter, absent manifest error.

In the event that two or three Independent Dealers provide a response as to the disputed matter within two Scheduled Trading Days of their respective appointments:

(i) if those responses are susceptible to the determination of an arithmetic mean, the arithmetic mean of such responses shall be binding on the parties for the disputed matter, absent manifest error; or

(ii) if those responses are not susceptible to the determination of an arithmetic mean,

(A) if the majority of the responding Independent Dealers provided the same response, such response shall be binding on the parties for the disputed matter, absent manifest error; or

(B) if the majority of the Independent Dealers did not provide the same response, the responding Independent Dealers will jointly appoint a fourth Independent Dealer (the “Resolver”), and the Resolver will select within two Scheduled Trading Days from the responses originally provided by the responding Independent Dealers, with the selected response being binding on the parties for the disputed matter, absent manifest error.

The parties acknowledge and agree, by way of example and without limiting the phrase, that the following are not susceptible to the determination of an arithmetic mean: (1) responses as to whether or not an event has occurred and (2) responses in which different terms of the Transaction are proposed to be adjusted.

(c) If, after following the procedures in paragraphs (a) and (b), a binding determination, adjustment or calculation is not achieved, the dispute resolution provisions of the Master Agreement shall be applicable (other than any Calculation Agent-specific provisions, which are superseded by these provisions).

4. Notice and Account Details:

Unless otherwise specified in the relevant Transaction Supplement, Notice and Account Details for Party A: []

Unless otherwise specified in the relevant Transaction Supplement, Notice and Account Details for Party B: []

[5. Additional Provisions:

Insert any additional provisions required or agreed to between the parties, e.g., the role of any agents.]

**TRANSACTION SUPPLEMENT SO
(Cash or Physically-settled European/American Share Option)**

SHARE OPTION TRANSACTION SUPPLEMENT

This Transaction Supplement is entered into between the Buyer and Seller listed below on the Trade Date set forth below.

The purpose of this communication is to confirm the terms and conditions of the Share Option Transaction entered into between [] (“Party A”) and [] (“Party B”) on the Trade Date specified below (the “Transaction”). This Transaction Supplement is entered into under the 2004 Americas Interdealer Master Equity Derivatives Confirmation Agreement dated as of [] between us, as may be amended from time to time, and, together with the 2004 Americas Interdealer Master Equity Derivatives Confirmation Agreement and the SO General Terms Confirmation attached thereto, constitutes a “Confirmation” as referred to in the Master Agreement between the parties, as amended and supplemented from time to time.

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

General Terms:

Trade Date:	[]
[Option Style:	American] ¹
Option Type:	[Call] [Put]
Seller:	[Party A] [Party B]
Buyer:	[Party A] [Party B]
Shares:	<i>[Insert full title, class and/or par value of the Shares and any other identification number or reference for the Shares] of [insert full legal name of the Issuer of the Shares]</i>
Number of Options:	[]
Strike Price:	[]
Premium:	[] [(Premium per Option [])]
[Premium Payment Date:	[The date that is one Settlement Cycle following the Trade Date] <i>[insert date]</i> ²

¹ Include if the parties have agreed when entering into the Transaction that the Option Style is American; otherwise, the SO General Terms Confirmation provides that the Option Style is European. If the Option Style is American and Cash Settlement is applicable, the parties may wish to agree to modify the definition of Latest Exercise Time (which is defined as the Expiration Time) when entering into the Transaction.

² Include if the parties wish to specify the Premium Payment Date in the relevant Transaction Supplement. If the Premium Payment Date is not so specified, the Equity Definitions provides that the Premium Payment Date will be

Exchange(s): []

Procedures for Exercise:

Expiration Date: []

[Valuation:

Averaging Dates: [In relation to each Valuation Date,]³ []⁴

[Settlement Terms:

[Cash Settlement/Settlement Method Election]: Applicable⁵

[Other Provisions:]⁶

[Notice and Account Details:]⁷

Please confirm your agreement to be bound by the terms of the foregoing by executing a copy of this Transaction Supplement and returning it to us [at the contact information listed above].

[_____]

[_____]

By: _____
Name:
Title:

By: _____
Name:
Title:

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the date that is one Settlement Cycle following the Trade Date (or, if such date is not a Currency Business Day, the next following Currency Business Day).

³ Include if an American Option.

⁴ Include if Averaging is applicable. If the Averaging Dates are not consecutive, the parties may wish to agree to modify certain provisions of the SO General Terms Confirmation when entering into the Transaction, e.g., Modified Postponement.

⁵ Include Cash Settlement or Settlement Method Election, as applicable, if the parties have agreed to that Settlement Method when entering into the Transaction; otherwise, the SO General Terms Confirmation provides that Physical Settlement will be applicable. Where Settlement Method Election is applicable to a collar transaction, the parties may wish to agree to modify the Electing Party designation (i.e., Buyer) in the SO General Terms Confirmation when entering into the Transaction.

⁶ [If the March 2004 Canadian Supplement to the 2004 Americas Interdealer Master Equity Derivatives Confirmation Agreement is applicable, specify here.](#) Also, if applicable, include any other provisions to which the parties have agreed when entering into the Transaction. For example, if the parties agreed that Dividends – Total Return is to be applicable to a European Option, specify here.

⁷ Include notice and/or account information if different from the information provided in the SO General Terms Confirmation. Note that the notice information is also relevant for any notice of exercise to be provided to Seller.

**ANNEX SS
(Cash-settled Share Swap/Share Basket Swap)**

[Date]

Re: Share Swap and Share Basket Swap General Terms Confirmation

Dear Sir or Madam,

The purpose of this Share Swap and Share Basket Swap General Terms Confirmation (this “SS General Terms Confirmation”) is to confirm certain general terms and conditions of Share Swap and Share Basket Swap Transactions entered into between us under the 2004 Americas Interdealer Master Equity Derivatives Confirmation Agreement between us dated as of [] (the “Master Confirmation Agreement”).

This SS General Terms Confirmation hereby incorporates by reference the 2002 ISDA Equity Derivatives Definitions (the “Equity Definitions”) and the 2000 ISDA Definitions (the “Swap Definitions”), each as published by the International Swaps and Derivatives Association, Inc. In the event of any inconsistency between the Equity Definitions and the Swap Definitions, the Equity Definitions will govern. In the event of any inconsistency between the Equity Definitions or the Swap Definitions and this SS General Terms Confirmation, this SS General Terms Confirmation will govern.

All provisions contained in the Master Agreement govern each Confirmation (each as defined in the Master Confirmation Agreement) except as expressly modified below.

1. The general terms of each Share Swap and Share Basket Swap Transaction to which this SS General Terms Confirmation relates are as follows (unless otherwise specified in the relevant Transaction Supplement), as supplemented by the Transaction Supplement related to such Transaction:

General Terms:

Effective Date:	The date that is one Settlement Cycle following the Trade Date
Termination Date:	The final Cash Settlement Payment Date
Related Exchange:	All Exchanges

Equity Amounts:

Equity Notional Reset:	If there is one Valuation Date, Not Applicable; if there is more than one Valuation Date, Applicable
Type of Return:	Total Return
Averaging Date Disruption:	If Averaging Dates are specified in the relevant Transaction Supplement, Averaging shall be applicable and Modified Postponement shall apply

NASDAQ Closing Price: In respect of any Share for which NASDAQ is the Exchange, notwithstanding Sections 1.23(b) and 5.9(b) of the Equity Definitions, the Relevant Price and Final Price, as the case may be, will be the NASDAQ Official Closing Price (NOCP) as of the Valuation Time on the Valuation Date or Averaging Date, as the case may be, as reported in the official price dissemination mechanism for the Exchange

Floating Amounts:

Notional Amount: As set forth in the relevant Transaction Supplement; provided that, if Averaging is applicable, the Notional Amount for the final Calculation Period shall be the aggregate of the Adjusted Notional Amounts for each day in such Calculation Period divided by the actual number of days in such Calculation Period

Adjusted Notional Amount: In respect of each day in the final Calculation Period, (a) for each day of determination prior to the day that is one Settlement Cycle following the initial Averaging Date for such period, the Notional Amount for such period, unadjusted by this provision (the "Unadjusted Notional Amount") and (b) for each day of determination commencing on the day that is one Settlement Cycle following such initial Averaging Date, the Unadjusted Notional Amount multiplied by (i) one minus (ii) the number of Averaging Dates for such period elapsed up to and including the day that is one Settlement Cycle prior to such day of determination divided by the total number of Averaging Dates for such period

To the extent that a Disrupted Day occurs on an Averaging Date for the final Calculation Period, the Calculation Agent will adjust the Adjusted Notional Amount computation accordingly

Payment Dates: Each Cash Settlement Payment Date

Floating Rate Option: USD-LIBOR-BBA

Floating Rate Day Count Fraction: Actual/360

Reset Dates: The first day of each Calculation Period

Business Days: New York and London

Settlement Terms:

Cash Settlement: Applicable

Settlement Currency: USD

Dividends:

Dividend Period: First Period; provided that Section 10.3(a)(i) of the Equity Definitions is hereby amended by replacing “the Clearance System Business Day that is one Settlement Cycle following the Trade Date” with “the Effective Date”

Dividend Amount: The Record Amount multiplied by the Number of Shares (or, in the case of a Share Basket Swap Transaction, the relevant Number of Shares); provided that, if Averaging is applicable, the Calculation Agent shall make appropriate adjustments to the Number of Shares if a record date occurs on or following the day that is one Settlement Cycle following the initial Averaging Date in respect of the final Valuation Date

Dividend Recovery: In the event that (a) the amount actually paid by an Issuer to holders of record of a Share in respect of any Record Amount is not equal to such Record Amount (a “Dividend Mismatch Event”) or (b) such Issuer fails to make any payment in respect of such Record Amount by the third Currency Business Day following the relevant due date originally announced by such Issuer (a “Dividend Omission Event”), then the Calculation Agent shall determine the appropriate correction or repayment, if any, to be made to account for such Dividend Mismatch Event or Dividend Omission Event, as the case may be, and in the case of repayment, the relevant party shall make such payment to the other party by the third Currency Business Day following notice from the Calculation Agent

The parties agree that the provisions of this section shall apply and remain in full force and effect in respect of any Record Amount as to which a Dividend Mismatch Event or Dividend Omission Event, as the case may be, occurs, notwithstanding the fact that the final Cash Settlement Payment Date or Early Termination Date has occurred

Adjustments:

Method of Adjustment: Calculation Agent Adjustment

Extraordinary Events:

New Shares: In the definition of New Shares in Section 12.1(i) of the Equity Definitions, the text in (i) shall be deleted in its

entirety and replaced with “publicly quoted, traded or listed on any of the New York Stock Exchange, the American Stock Exchange, [the NASDAQ Global Select Market or the NASDAQ Global Market](#) ~~or the NASDAQ National Market System~~ (or their respective successors)”

Consequences of Merger Events:

Share-for-Share: Alternative Obligation

Share-for-Other: If the relevant Transaction is a Share Swap Transaction, Cancellation and Payment

If the relevant Transaction is a Share Basket Swap Transaction, Partial Cancellation and Payment

Share-for-Combined: Component Adjustment

Determining Party: Party A and Party B

Revised Calculation Agent Adjustment:

If “Revised Calculation Agent Adjustment” is specified as a Consequence of a Merger Event in the relevant Transaction Supplement, it shall mean that Calculation Agent Adjustment shall apply; provided that, notwithstanding Section 12.2(d) of the Equity Definitions, adjustments may be made to the Spread, effective as of the Merger Date, to account for the increase or decrease in the stock loan rate generally applicable to the relevant Shares by comparing the arithmetic mean of such rate on each of the 5 Exchange Business Days ending on but excluding the Announcement Date to the arithmetic mean of such rate on each of the 5 Exchange Business Days commencing on but excluding the Merger Date; provided, however, that if a party determines an adjustment to the Spread is appropriate, it shall, in its capacity as joint Calculation Agent, notify the other party of the adjustment it determines appropriate on or before the eighth Exchange Business Day following the Merger Date

Tender Offer: Not Applicable

Composition of Combined Consideration: Not Applicable

Nationalization, Insolvency or Delisting: If the relevant Transaction is a Share Swap Transaction, Cancellation and Payment

If the relevant Transaction is a Share Basket Swap Transaction, Partial Cancellation and Payment

In addition to the provisions of Section 12.6(a)(iii) of the Equity Definitions, it will also constitute a Delisting if the Exchange is located in the United States and the Shares are not immediately re-listed, re-traded or re-quoted on any of the New York Stock Exchange, the American Stock Exchange, [the NASDAQ Global Select Market or the NASDAQ Global Market](#) ~~or the NASDAQ National Market System~~ (or their respective successors); if the Shares are immediately re-listed, re-traded or re-quoted on any such exchange or quotation system, such exchange or quotation system shall be deemed to be the Exchange

Determining Party: Party A and Party B

Additional Disruption Events:

Change in Law: Applicable; provided that Section 12.9(a)(ii)(Y) of the Equity Definitions is hereby deleted

Insolvency Filing: Applicable

Partial Termination for Baskets: Notwithstanding Section 12.9(b)(i) of the Equity Definitions, if the relevant Transaction is a Share Basket Swap Transaction, the consequence associated with each of Change in Law and Insolvency Filing is hereby amended such that the right to terminate the Transaction is limited to that portion of the Transaction represented by Shares affected by the relevant Additional Disruption Event and, if any such right to partially terminate is exercised, (a) the Cancellation Amount will be calculated with respect solely to the terminated portion, (b) the remainder of the Transaction will continue with the Basket comprising Shares that are not affected by the relevant Additional Disruption Event, and (c) the Calculation Agent will adjust any relevant terms if necessary to preserve as nearly as practicable the economic terms of the Transaction for the remaining Basket

Determining Party: Party A and Party B

Additional Representations, Agreements and Acknowledgments:

Non-Reliance: Applicable

Agreements and Acknowledgments Regarding Hedging Activities: Applicable

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Additional Acknowledgments: Applicable

Eligible Contract Participant: Each party represents to the other party that it is an “eligible contract participant” as defined in the U.S. Commodity Exchange Act (as amended)

2. Calculation Agent:

- (a) Subject to the following provisions, Party A and Party B are joint Calculation Agent. The Calculation Agent is responsible for making any determination, calculation or adjustment in connection with any Transaction hereunder that is not expressed to be the responsibility of an identified entity. If the parties do not agree on a particular determination, adjustment or calculation for which the Calculation Agent is responsible, then within three Scheduled Trading Days after the first party provides the other party with its determination, adjustment or calculation, the parties shall appoint three Independent Dealers (as defined below) (or, if the parties cannot agree on three, each party shall select an Independent Dealer, which dealers shall jointly appoint a third Independent Dealer), each to make a determination, adjustment or calculation as to the disputed matter within two Scheduled Trading Days of such appointment. The parties shall share equally the costs, fees and expenses (if any) of any Independent Dealers called upon to resolve a dispute and agree to waive any claim that they might otherwise have against any Independent Dealer for any determination, adjustment or calculation made in good faith pursuant to this provision.

“Independent Dealer” means a leading dealer in the relevant market that is not an Affiliate of either of the parties or any other appointed Independent Dealer.

- (b) In the event that only one Independent Dealer provides a response as to the disputed matter within two Scheduled Trading Days of its appointment, that response shall be binding on the parties for the disputed matter, absent manifest error.

In the event that two or three Independent Dealers provide a response as to the disputed matter within two Scheduled Trading Days of their respective appointments:

- (i) if those responses are susceptible to the determination of an arithmetic mean, the arithmetic mean of such responses shall be binding on the parties for the disputed matter, absent manifest error; or
- (ii) if those responses are not susceptible to the determination of an arithmetic mean,

(A) if the majority of the responding Independent Dealers provided the same response, such response shall be binding on the parties for the disputed matter, absent manifest error; or

(B) if the majority of the Independent Dealers did not provide the same response, the responding Independent Dealers will jointly appoint a fourth Independent Dealer (the “Resolver”), and the Resolver will select within two Scheduled Trading Days from the responses originally provided by the responding Independent Dealers, with the selected response being binding on the parties for the disputed matter, absent manifest error.

The parties acknowledge and agree, by way of example and without limiting the phrase, that the following are not susceptible to the determination of an arithmetic mean: (1)

responses as to whether or not an event has occurred and (2) responses in which different terms of the Transaction are proposed to be adjusted.

- (c) If, after following the procedures in paragraphs (a) and (b), a binding determination, adjustment or calculation is not achieved, the dispute resolution provisions of the Master Agreement shall be applicable (other than any Calculation Agent-specific provisions, which are superseded by these provisions).

3. Mutual Early Termination Right:

- (a) Unless “Mutual Early Termination Right” is specified as not applicable in the relevant Transaction Supplement, either party may, with at least one Scheduled Trading Day’s notice, accelerate the valuation of a Transaction in whole or in part (and, for a Share Basket Swap Transaction, any partial acceleration shall be for a pro rata portion of the relevant Basket) by specifying in such notice a Scheduled Trading Day occurring prior to the scheduled final Valuation Date (or, if Averaging is applicable, prior to the initial Averaging Date in respect of that final Valuation Date) as the “Acceleration Date” and, if the Transaction is being partially accelerated, the portion of the Transaction being accelerated.

- (i) If Averaging is not applicable, the final Valuation Date with respect to the portion of that Transaction being accelerated shall be accelerated to the Acceleration Date; or

- (ii) If Averaging is applicable:

- (A) the Averaging Dates in respect of the final Valuation Date with respect to the portion of that Transaction being accelerated shall be accelerated to consecutive Scheduled Trading Days commencing on the Acceleration Date (each, an “Accelerated Averaging Date”);

- (B) the related Cash Settlement Payment Date shall be the date that is one Settlement Cycle following the final Accelerated Averaging Date;

- (C) for purposes of the Equity Amount provisions with respect to the portion of that Transaction being accelerated, if an Accelerated Averaging Date falls on an Averaging Date in respect of a Valuation Date other than the final Valuation Date, the Averaging Dates in respect of such other Valuation Date and such other Valuation Date shall be ignored; and

- (D) the Floating Amount with respect to the portion of that Transaction being accelerated shall be payable on the related Cash Settlement Payment Date and be equal to the Accelerated Floating Amount plus the Additional Floating Amount, if any.

If only a portion of the Transaction is being accelerated, the remainder of the Transaction shall continue in accordance with its terms.

where:

“Accelerated Floating Amount” means the Floating Amount determined in accordance with the terms hereof with the Calculation Period that ends with the related Cash Settlement Payment Date (or, if a Reset Date occurs with respect to the Transaction on any Acceleration Settlement Date (as defined below), the Calculation Period that ends with that Reset Date) being deemed the final

Calculation Period with respect to the portion of that Transaction being accelerated for purposes of the definition of Notional Amount and Adjusted Notional Amount.

“Additional Floating Amount” means (1) if a Reset Date occurs with respect to the Transaction on any related Acceleration Settlement Date, the sum of, for each Acceleration Settlement Date that falls after such Reset Date (each, a “Reset Acceleration Settlement Date”), the amount calculated according to the following formula: NA (as defined below) multiplied by RR for the relevant Reset Acceleration Settlement Date multiplied by the actual number of days in the period from and including the Reset Date to but excluding the relevant Reset Acceleration Settlement Date divided by F (as defined below) and (2) otherwise, zero.

“RR” means, for a Reset Acceleration Settlement Date, the rate, determined on the related Reset Date, using the Floating Rate Option with a Designated Maturity of the number of days from and including the Reset Date to but excluding the relevant Reset Acceleration Settlement Date (determined, if rates for that Designated Maturity are not available, using Linear Interpolation).

- (b) If “Interest Breakage Costs” is specified as applicable in the relevant Transaction Supplement, on the Cash Settlement Payment Date related to the relevant Acceleration Date, (i) if the Interest Breakage Amount is positive, the Floating Amount Payer will pay to the other party an amount in cash equal to the Interest Breakage Amount or (ii) if the Interest Breakage Amount is negative, the other party will pay to the Floating Amount Payer an amount in cash equal to the absolute value of the Interest Breakage Amount.

“Interest Breakage Amount” means, with respect to a Transaction, an amount calculated according to the following formula with respect to the relevant Acceleration Settlement Date (or, if Averaging is applicable, an amount equal to the sum of, for each relevant Acceleration Settlement Date that is not a Reset Acceleration Settlement Date, the amount calculated according to the following formula):

$$\frac{(R1 - R2) \times D1 \times NA}{F}$$

where:

“R1” means the Floating Rate in effect during the Calculation Period in which the relevant Acceleration Settlement Date occurs.

“R2” means the Floating Rate on the relevant Acceleration Settlement Date, determined using the Floating Rate Option with a Designated Maturity equal to D1 (as defined below) and a Reset Date occurring on the relevant Acceleration Settlement Date (determined, if rates for that Designated Maturity are not available, using Linear Interpolation).

“D1” means the actual number of days in the period from, and including, the relevant Acceleration Settlement Date to, but excluding, the end of the Calculation Period in which the relevant Acceleration Settlement Date occurs, determined as if the relevant Acceleration Date had not been designated. If the relevant Acceleration Settlement Date is the first day of a Calculation Period, D1 shall be zero.

“NA” means the portion of the Unadjusted Notional Amount on the relevant Acceleration Settlement Date corresponding to the portion of the Transaction being accelerated (or, if Averaging is applicable, the portion of the Unadjusted Notional Amount on the relevant initial

Acceleration Settlement Date corresponding to the portion of the Transaction being accelerated divided by the total number of Averaging Dates in respect of the final Valuation Date).

“E” means the denominator of the Floating Rate Day Count Fraction.

“Acceleration Settlement Date” means, with respect to an Acceleration Date or an Accelerated Averaging Date, the date that is one Settlement Cycle following such date.

4. Notice and Account Details:

Unless otherwise specified in the relevant Transaction Supplement, Notice and Account Details for Party A: []

Unless otherwise specified in the relevant Transaction Supplement, Notice and Account Details for Party B: []

[5. Additional Provisions:

Insert any additional provisions required or agreed to between the parties, e.g., the role of any agents.]

**TRANSACTION SUPPLEMENT SS
(Cash-settled Share Swap/Share Basket Swap)**

SHARE SWAP/SHARE BASKET SWAP TRANSACTION SUPPLEMENT

This Transaction Supplement is entered into between the Equity Amount Payer and Floating Amount Payer listed below on the Trade Date set forth below.

The purpose of this communication is to confirm the terms and conditions of the Share [Basket]¹ Swap Transaction entered into between [] (“Party A”) and [] (“Party B”) on the Trade Date specified below (the “Transaction”). This Transaction Supplement is entered into under the 2004 Americas Interdealer Master Equity Derivatives Confirmation Agreement dated as of [] between us, as may be amended from time to time, and, together with the 2004 Americas Interdealer Master Equity Derivatives Confirmation Agreement and the SS General Terms Confirmation attached thereto, constitutes a “Confirmation” as referred to in the Master Agreement between the parties, as amended and supplemented from time to time.

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

General Terms:

Trade Date:	[]
[Effective Date:	[The date that is one Settlement Cycle following the Trade Date] <i>[insert date]</i> ²
[Shares:	<i>[Insert full title, class and/or par value of the Shares and any other identification number or reference for the Shares] of [insert full legal name of the Issuer of the Shares]</i> ³
[Basket:	As specified in Appendix 1] ⁴
Exchange(s):	[] ⁵ [As specified in Appendix 1] ⁶

Equity Amounts:

Equity Amount Payer:	[Party A] [Party B]
Number of [Shares] ⁷ [Baskets] ⁸ :	[]

¹ Include for Share Basket Swap Transaction.

² Include if the parties wish to specify the Effective Date in the relevant Transaction Supplement. If the Effective Date is not so specified, the SS General Terms Confirmation provides that the Effective Date will be one Settlement Cycle following the Trade Date.

³ Include for Share Swap Transaction.

⁴ Include for Share Basket Swap Transaction.

⁵ Include for Share Swap Transaction.

⁶ Include for Share Basket Swap Transaction.

⁷ Include for Share Swap Transaction.

⁸ Include for Share Basket Swap Transaction.

Equity Notional Amount: []
Initial Price: []
Valuation Date(s): []
[Averaging Dates: [In relation to each Valuation Date,] ⁹ []]¹⁰

Floating Amounts:

Floating Amount Payer: [Party A] [Party B]
Notional Amount: [The Equity Notional Amount]
Designated Maturity: []
Spread: [Plus] [Minus] []

[Other Provisions:]¹¹

[Notice and Account Details:]¹²

Please confirm your agreement to be bound by the terms of the foregoing by executing a copy of this Transaction Supplement and returning it to us [at the contact information listed above].

[_____] [_____]

By: _____
Name:
Title:

By: _____
Name:
Title:

⁹ Include if multiple Valuation Dates.

¹⁰ Include if Averaging is applicable. If the Averaging Dates are not consecutive, the parties may wish to agree to modify certain provisions of the SS General Terms Confirmation when entering into the Transaction, e.g., Modified Postponement, Adjusted Notional Amount, Mutual Early Termination Right, Interest Breakage Costs.

¹¹ [If the March 2004 Canadian Supplement to the 2004 Americas Interdealer Master Equity Derivatives Confirmation Agreement is applicable, specify here.](#) Also, if applicable, include any other provisions to which the parties have agreed when entering into the Transaction. For example, if the parties agreed that Revised Calculation Agent Adjustment is to be the consequence of a Share-for-Share Merger Event, the Mutual Early Termination Right is to be not applicable or Interest Breakage Costs is to be applicable, specify here.

¹² Include notice and/or account information if different from the information provided in the SS General Terms Confirmation.

Appendix 1¹³

Shares comprised in the Basket

The Basket is composed of the specified Shares of the Issuers listed below in the relative proportions and numbers set out in relation to each Issuer below.

<i>Issuer</i>	<i>[Security Identification Number]</i>	<i>Class</i>	<i>Number of Shares in Basket</i>	<i>Exchange</i>

¹³ Include for Share Basket Swap Transaction.