

[[UBS AG, London Branch OR UBS Limited]
5 Broadgate
London EC2M 2QS
Tel. +44-207- 568 0687
Fax. +44 -207- 568 9895/6]

VOLATILITY SWAP – EMEA SINGLE SHARE

Date:	[•]
То:	[•] ("Party B")
Attention:	[•]
Fax No.:	[•]
From:	[UBS AG, London Branch][UBS Europe SE][•] ("Party A")
Re:	Share Swap Transaction - UBS Ref: [•]
, ,,	[]
[UTI Issuer: [UTI:	

The purpose of this letter agreement (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.

The definitions and provisions contained in the 2006 ISDA Definitions (the "Swap Definitions") and in the 2002 ISDA Equity Derivatives Definitions (the "Equity Definitions", and together with the Swap Definitions, the "Definitions"), in each case as published by the International Swaps and Derivatives Association, Inc., are incorporated into this Confirmation. In the event of any inconsistency between the Swap Definitions and the Equity Definitions, the Equity Definitions will govern. In the event of any inconsistency between either set of Definitions and this Confirmation, this Confirmation will govern.

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

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

General Terms:

Trade Date: [•] (time of execution available upon request).

[UBS AG, LONDON BRANCH, 5 Broadgate, London EC2M 2QS

UBS AG is a member of the London Stock Exchange and is authorised and regulated by the Financial Market Supervisory Authority in Switzerland. It is authorised by the Prudential Regulation Authority and subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

Representatives of UBS Limited introduce trades to UBS AG via UBS Limited.] OR

[UBS Limited, 5 Broadgate, London EC2M 2QS

UBS Limited is a subsidiary of UBS AG.

UBS Limited is a member of the London Stock Exchange and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.] **OR** [●],[●].

EmEffective Date: The Observation Start Date. Termination Date: The Cash Settlement Payment Date. Volatility Buyer: [Party A.] OR [Party B.] Volatility Seller: [Party B.] OR [Party A.] Share: [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] (the "Issuer") (Bloomberg code: [•]). Exchange: [•]. [•] OR [All Exchanges], except that for the purposes of Related Exchange: the definitions of "Scheduled Trading Day", "Early Closure" and "Disrupted Day" in Sections 1.31, 6.3(d) and 6.4, respectively, of the Equity Definitions there shall be no Related Exchange. Nearest Share Contract: If the Related Exchange is a Specified Exchange, the options contract on the Share traded on the Related Exchange with an expiry date (or the date which would have been the expiry date but for that day being a day on which the Related Exchange is not scheduled to be open or fails to open for trading for its regular trading session) on the Valuation Date and if there is more than one such contract, the contract that is closest to being at-the-money at the time of the relevant determination. If the Related Exchange is not a Specified Exchange, or there is no options contract on the Share expiring on the Valuation Date, none. Specified Exchange: Eurex, Euronext, MEFF and IDEM. Eurex: The derivatives exchange operated jointly by Eurex Frankfurt A.G. and Eurex Zurich A.G. (and any other offices of Eurex which may be opened in any Specified Country) or any successor. Euronext: Euronext N.V., incorporating the Amsterdam, Brussels Lisbon, Paris and LIFFE derivative exchanges (and any other derivatives exchanges located in a Specified Country which may be incorporated into Euronext N.V.) or any successor.

IDEM:	The Italian Derivatives Market, owned and operated by Borsa Italiana S.p.A or any successor.		
MEFF:	The Spanish Official Exchange for Financial Futures and Options, owned by MEFF-AIAF-SENAF Holding de		
Equity Amounts:	Mercados Financieros or any successor.		
Equity Amount Payer:	If the Equity Amount is:		
	(a) a positive amount, the Volatility Seller shall be the Equity Amount Payer and shall pay the Volatility Buyer an amount equal to the Equity Amount on the Cash Settlement Payment Date;		
	(b) a negative amount, the Volatility Buyer shall be the Equity Amount Payer and shall pay the Volatility Seller an amount equal to the absolute value of the Equity Amount on the Cash Settlement Payment Date; or		
	(c) zero, there will be no Equity Amount Payer and neither party shall be required to make any payment to the other party.		
Number of Shares:	Not Applicable.		
Equity Notional Reset:	Not Applicable.		
Type of Return:	Not Applicable.		
Initial Price:	Not Applicable.		
[Initial Share Price:	[•]]		
OR			
[Closing Share Price:	Applicable.] ¹		
All Dividends:	[Applicable.]		
	OR		
	[Not Applicable.]		

When entering into this Transaction, the parties should specify whether, for purposes of determining the initial Share price, they are agreeing to (a) a specific initial price (in which case, such price should be specified as the "Initial Share Price") or (b) use the price of a Share at the close of the regular trading session on the Trade Date (in which case "Closing Share Price" should be specified as Applicable).

 $[\bullet]$

Volatility Amount:

Volatility Strike Price: $\lceil \bullet \rceil^2$ Valuation Date: [•]. Valuation Time: The Scheduled Closing Time (or, if the relevant Exchange closes prior to its Scheduled Closing Time, the actual closing time for its regular trading session). Observation Start Date: The Trade Date. OR $[]^3$ Observation End Date: The Scheduled Valuation Date. Observation Day: Each Scheduled Trading Day during the Observation Period, whether or not such day is a Disrupted Day. Section 6.6 of the Equity Definitions shall not be applicable to any Observation Day other than the Valuation Date, in which case P_t (as defined below) in respect of the Valuation Date shall be determined in accordance with such Section. Non-Disrupted Observation Day: An Observation Day that is not a Disrupted Day. Observation Period: The period from, but excluding, the Observation Start Date to, but excluding, the Observation End Date, and the Valuation Date. **Equity Amount:**

Notwithstanding anything to the contrary in Section 8.7 of the Equity Definitions, an amount in the Settlement Currency determined by the Calculation Agent in accordance with the following formula:

Volatility Amount x [Min(FRV, Volatility Cap Amount) –

Volatility Strike Price]

[2.5 x Volatility Strike Price] OR [[•] x Volatility Strike Volatility Cap Amount:

Price]

Final Realized Volatility ("FRV"): An amount determined in accordance with the following

formula:

² The Volatility Strike Price should not be expressed as a decimal amount (For example, a Volatility Strike Price of 20.50 per cent or 0.205 should be expressed as 20.50 and not as 20.50% or 0.205).

³ Include if the Observation Start Date is other than the Trade Date (i.e. in the case of a forward starting transaction).

$$100 \text{ x} \sqrt{\frac{252 \times \sum_{t=1}^{N} \left(\text{Ln} \frac{P_t}{P_{t-1}} \right)^2}{N}}$$

Where:

"t" means the relevant Observation Day;

"N" means [•] OR [the number of days that, as of the Trade Date, are expected to be Scheduled Trading Days for the period from, but excluding, the Observation Start Date to, and including, the Scheduled Valuation Date];

"Ln" means the natural logarithm;

" P_t " means, in respect of any Observation Day, the Share Price on such Observation Day; <u>provided</u> that, except in respect of the Valuation Date, if an Observation Day is a Disrupted Day, P_t for such Observation Day shall be deemed to equal P_{t-1} (as defined below) for such Observation Day;

"Pt-1" means:

- (a) in respect of the first Observation Day,
 - (i) if an "Initial Share Price" is specified in this Confirmation, such Initial Share Price; or
 - (ii) if "Closing Share Price" is specified as Applicable,
 - (A) if the Observation Start Date is not a Disrupted Day, the Share Price on the Observation Start Date (determined as though such day were an Observation Day); or
 - (B) (1) if the Observation Start Date is the Trade Date and is a Disrupted Day as a result of a Market Disruption Event, the price per Share of the last trade during the regular trading session immediately prior to the occurrence of the relevant Market Disruption Event or (2) if (x) the Observation Start Date is not the Trade Date and is a Disrupted Day or (y) the Observation Start Date is the Trade Date and is a Disrupted Day as a result of a relevant Exchange or any Related

Exchange failing to open for trading during its regular trading session, the Share Price on the immediately following Non-Disrupted Observation Day; <u>provided</u> that, in the case of sub-clause (2), if each of the eight Scheduled Trading Days immediately following the Observation Start Date is a Disrupted Day, the Calculation Agent shall determine P_{t-1} for the Observation Start Date in accordance with Section 6.6(a)(ii) of the Equity Definitions,

<u>in each case, provided</u> that if an Ex-Date occurs after the date on which P_{t-1} is determined under clause (i) or (ii) above and on or before the date on which P_t is determined, the relevant Share Price or price per Share, as the case may be, determined under clause (i) or (ii) shall be reduced by the Dividend Adjustment; and

(b) in respect of any Observation Day subsequent to the first Observation Day, an amount equal to P_t for the Observation Day immediately preceding such Observation Day; provided that, if an Ex-Date occurs subsequent to the immediately preceding Non-Disrupted Observation Day (or, if none, the Observation Start Date) and on or before such subsequent Observation Day, such amount shall, for purposes of P_{t-1}, be reduced by the Dividend Adjustment, unless such subsequent Observation Day is a Disrupted Day; and

"Share Price" means the Final Price for the relevant Observation Day; <u>provided</u>, however, that Section 5.9(b) of the Equity Definitions shall be amended whereby references to the Valuation Date shall be deemed to be references to the Observation Day for the purposes of this Transaction;

"Ex-Date" means the date that the Shares commence trading ex-dividend on the Exchange with respect to a dividend on the Shares; and

"Dividend Adjustment" means for an Ex-Date:

- (a) unless "All Dividends" is specified as Not Applicable, an amount equal to the sum of the
 - (i) the cash dividend; and
 - (ii) the cash value of any non-cash dividend,

in each case, calculated by reference per Share (including Extraordinary Dividends) declared by the

Issuer and to which the Ex-Date relates, <u>provided</u> that if no cash value is declared by the Issuer in respect of any non-cash dividend, the cash value shall be as determined by the Calculation Agent; or

(b) if "All Dividends" is specified as Not Applicable, an amount equal to any Extraordinary Dividend calculated by reference per Share declared by the Issuer and to which the Ex-Date relates as determined by the Calculation Agent, provided that if no cash value is declared by the Issuer in respect of any non-cash part of an Extraordinary Dividend, the cash value shall be as determined by the Calculation Agent.

Market Disruption Event:

Section 6.3(a) of the Equity Definitions shall be replaced in its entirety with the following:

""Market Disruption Event" means in respect of a Share, the occurrence or existence of (i)(A) a Trading Disruption or (B) an Exchange Disruption, in either case at any time during the five minute period that ends at the relevant Valuation Time, (ii) the failure by the Exchange to report in its official price dissemination mechanism the official closing price per Share as of the Valuation Time or (iii) an Early Closure."

Each of Section 6.3(b) and 6.3(c) of the Equity Definitions shall be amended by deleting subclause (ii) thereof.

Not Applicable. No Floating Amount shall be payable by either party.

Settlement Terms:

Floating Amounts:

Cash Settlement: Applicable.

Settlement Currency: [•].

Cash Settlement Payment Date: [•] Currency Business Days following the Valuation Date.

Adjustments:

Method of Adjustment: Calculation Agent Adjustment, provided that an

Extraordinary Dividend shall not constitute a Potential Adjustment Event if a Nearest Share Contract exists and the only adjustment that the Related Exchange makes to that Nearest Share Contract is an adjustment to the strike

price.

Extraordinary Events:

Tender Offer: Applicable. Section 12.1(d) of the Equity Definitions is

amended by adding ", or of the outstanding Shares,"

before "of the Issuer" in the fourth line. Sections 12.1(e) and 12.1(l)(ii) of the Equity Definitions are amended by adding "or Shares, as applicable," after "voting shares".

Consequences of Merger Events and Tender Offers:

In relation to Share-for-Share, Share-for-Other and Share-for-Combined:

- (A) if there is no Nearest Share Contract, Calculation Agent Adjustment, for which purpose the references to "Cancellation and Payment" in Section 12.2(d) and Section 12.3(c) of the Equity Definitions shall be deemed to be references to "SVS Cancellation and Payment (Calculation Agent Determination)"; or
- (B) if there is a Nearest Share Contract and, as a consequence of the Merger Event or Tender Offer, the Related Exchange prior to the Valuation Date:
 - (i) replaces the Affected Shares with New Shares in the Nearest Share Contract, the New Shares are deemed to be the Shares as of the Deemed Replacement Day; for the purposes of this sub-paragraph (i):
 - (a) the "Deemed Replacement Day" shall mean (x) the Participation End Day, provided that the Participation End Day is more than one Scheduled Trading Day earlier than the Replacement Day, or failing which, (y) the Replacement Day;
 - (b) the "Participation End Day" shall be the day that is the last day on which a holder of the Shares has the right to decide whether or not to accept, or have its Shares participate in, the Merger Event or the Tender Offer, and
 - (c) the "Replacement Day" shall be the day on which the exchange replaces the Affected Shares with New Shares in the Nearest Share Contract;

on the Deemed Replacement Day (or if the Deemed Replacement Day is not an Observation Day, the first Observation Day following the Deemed Replacement Day), P_t shall be the Share Price of the New Shares on such Observation Day adjusted by the exchange ratio applied by the Related Exchange and P_{t-1} shall be the Share Price of the Affected Shares on the last Observation

Day that is not a Disrupted Day preceding the Deemed Replacement Day; for each subsequent Observation Day P_t and P_{t-1} shall be applicable to the New Shares in accordance with the definition of Final Realized Volatility above; in the event that the Deemed Replacement Day shall be the Participation End Day and the New Shares are not publicly quoted, traded or listed on an exchange or quotation system on the Participation End Day, P_t shall be the price per Share of the New Shares as determined by the Calculation Agent for each Observation Day from, and including, the Participation End Day to, but excluding the Replacement Day and P_{t-1} shall be construed accordingly;

- (ii) adjusts the Nearest Share Contract by replacing the Affected Shares with Other Consideration, SVS Cancellation and Payment (Calculation Agent Determination) shall be deemed applicable to this Transaction;
- (iii) adjusts the Nearest Share Contract by using a combination of both sub-paragraphs (i) and (ii) above, the Calculation Agent shall adjust this Transaction in the same proportions as the Related Exchange adjusts the Nearest Share Contract;
- (iv) makes no adjustment to the Nearest Share Contract, no adjustment shall be made to this Transaction and this Transaction shall continue on its original terms; or
- (v) ceases the trading of the Nearest Share Contract, SVS Cancellation and Payment (Calculation Agent Determination) shall apply regardless of whether the Affected Shares remain traded on the Exchange.

Composition of Combined Consideration:

Not Applicable

Nationalization, Insolvency or Delisting:

SVS Cancellation and Payment (Calculation Agent Determination).

Additional Disruption Events:

Change in Law:

Applicable. Section 12.9(a)(ii) of the Equity Definitions is replaced in its entirety by the words:

"Change in Law' means that, on or after the Trade Date of any Transaction (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that it has become illegal for a party to that Transaction to hold, acquire or dispose of Hedge Positions relating to such Transaction, provided that this Section 12.9(a)(ii) shall not apply if the Calculation Agent determines that such party could have taken reasonable steps to avoid such illegality."

Hedge Positions:

The definition of "Hedge Positions" in Section 13.2(b) of the Equity Definitions shall be amended by inserting the words "or an Affiliate thereof" after the words "a party" in the third line.

Consequences of Additional Disruption Events:

Section 12.9(b)(i) of the Equity Definitions is hereby amended by replacing the words "the Determining Party will determine the Cancellation Amount payable by one party to the other" with the words "the Calculation Agent will determine the amount payable by one party to the other as provided in 'SVS Cancellation and Payment (Calculation Agent Determination)'".

Additional Representations, Agreements and Acknowledgments:

Non-Reliance:

Applicable.

In addition,]⁴ each party will be deemed to represent to the other party on the date on which it enters into this Transaction that (in the absence of any written agreement between the parties which expressly imposes affirmative obligations to the contrary for this Transaction):

[Non-Reliance.] It is acting for its own account, and it has made its own independent decisions to enter into this Transaction and as to whether this Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into this Transaction, it being understood that information and explanations related to the terms and conditions of this Transaction will not be considered investment advice or a recommendation to enter into this Transaction. No communication (written or oral) received from the other party will be deemed to be

⁴ Please insert only for dealers – please delete for clients

an assurance or guarantee as to the expected results of this Transaction.

Assessment and Understanding. It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Transaction. It is also capable of assuming, and assumes, the risks of this Transaction.

<u>Status of Parties</u>. The other party is not acting as a fiduciary for or an adviser to it in respect of this Transaction.]⁵

<u>Material Non-Public Information</u>. It not aware of any material non-public information or unpublished price sensitive information with respect to the Shares that, under any applicable securities laws, it would have to disclose before buying or selling the Shares;

Eligible Contract Participant. It is an "eligible contract participant" under, and as defined in, the Commodity Exchange Act of 1936 and it was not formed solely for the purposes of constituting an "eligible contract participant".

References in this clause to "a party" shall, in the case of Party A and where the context so allows, include references to any affiliate of Party A.

Agreements and Acknowledgments Regarding Hedging Activities:

Applicable.

Additional Acknowledgments:

Applicable.

Additional Provisions

SVS Cancellation and Payment (Calculation Agent Determination):

This Transaction shall be cancelled as of the Closing Date or the date of termination for an Additional Disruption Event and Section 12.7(c) of the Equity Definitions shall apply, except that the Calculation Agent shall determine the amount payable by one party to the other, which amount shall be payable on the second Currency Business Day following the date that the notice of determination is provided by the Calculation Agent [, with reference to:

- (i) actual P_t and P_{t-1} values for Observation Days (if any) that have occurred;
- (ii) the Calculation Agent's estimate of FRV in respect of the period prior to the date this Transaction is cancelled; and

⁵ Please insert for clients

(iii) any other relevant information the Calculation Agent considers it would be commercially reasonable to take into account in determining such amount.]

OR

[and shall be determined by the Calculation Agent using the following methodology:

The Calculation Agent shall determine the Equity Amount that would be payable, using actual P_t and P_{t-1} values for Observation Days (if any) that have occurred and with Final Realized Volatility determined in accordance with the following formula:

$$100 \text{ x} \sqrt{\frac{252 \times \sum_{t=1}^{DN} \left(\text{Ln} \frac{P_t}{P_{t-1}} \right)^2 + (N - DN)rv^2}{N}}$$

Where:

"Ln" and "N" have the meanings set forth for such terms in the definition of Final Realized Volatility above;

"DN" means the number of Observation Days (if any) that have occurred prior to the date this Transaction is cancelled or terminated; and

"rv" means the mid-market volatility of the Shares (or, except in the case of a Tender Offer, the proceeds thereof, if applicable) for the remaining term of this Transaction (or, if this Transaction is cancelled or terminated prior to the Observation Start Date, for the term of this Transaction commencing on the Observation Start Date) on the date this Transaction is cancelled or terminated, as determined by the Calculation Agent as it deems appropriate, provided that the Calculation Agent may take into consideration the relevant implied volatilities of any relevant listed put or call option(s) on the Shares traded on the Related Exchange and, if the Related Exchange is a Specified Exchange and the Related Exchange ceases the trading of the Nearest Share Contract, then the Calculation Agent may also take into consideration any termination amounts determined by the Related Exchange in relation to the Nearest Share Contract and any other relevant listed put or call option (if any) on the Shares traded on the Related Exchange which (a) has ceased trading on the Related Exchange and (b) has an expiry date that is the same as the expiry date of the Nearest Share Contract.

The amount payable shall be the present value of such Equity Amount, discounted from the scheduled Cash Settlement Payment Date to the date such amount is payable, at the zero coupon rate with a maturity equal to the actual number of days during this period, derived by the Calculation Agent from the mid-market swap curve.]⁶

Calculation Agent:

[Party A.]⁷

OR

Party A and Party B acting jointly in good faith and a commercially reasonable manner. The joint Calculation Agents are responsible for making all determinations under this Transaction that are not expressed to be the responsibility of an identified party. If Party A and Party B do not reach agreement on any determination, Party A and Party B must agree 3 leading independent dealers to act as substitute Calculation Agent in place of Party A and Party B (the "Substitute Calculation Agents") for that determination, and if the parties do not agree 3 Substitute Calculation Agents, they must each appoint a third party for those third parties to together agree 3 Substitute Calculation Agents. The Substitute Calculation Agents cannot be affiliates of either Party A or Party B. For price or rate determinations, the median price or rate provided by the 3 Substitute Calculation Agents is deemed to be the price or rate. For all other matters, the consensus determination of at least 2 of the 3 Substitute Calculation Agents is deemed to be the final determination, and if no consensus is reached by at least 2 Substitute Calculation Agents within a reasonable time, these Substitute Calculation Agent terms cease to apply to that determination. Unless there is a clear error, the prices, rates and other determinations of the Substitute Calculation Agents are binding and conclusive. Party A and Party B must pay any costs of the Substitute Calculation Agents equally. Party A and Party B waive any claim they might otherwise have against the Substitute Calculation Agents for errors or omissions made in good faith in making any determination in connection with this Transaction.]8

OR

[Party A. All determinations and calculations by the Calculation Agent shall be subject to agreement by Party B. If unable to agree, each of them agrees to be bound by the determination of a leading, independent dealer in options on the Shares selected by agreement between

⁶ Please confirm with Trading which method of calculating the amount payable upon an SVS Cancellation and Payment they wish to include.

⁷ Please insert as a default for clients

⁸ Please insert as a default with dealers, unless otherwise specified.

Party A and Party B, whose fees and expenses, if any, shall be met equally by them both (the "Substitute Calculation Agent"). If unable to agree on a Substitute Calculation Agent, each of Party A and Party B shall select an independent dealer in equity options and such independent dealers shall agree on a third party, who shall be deemed to be the Substitute Calculation Agent. The Substitute Calculation Agent shall have no liability or responsibility to the parties for any error or omission in making any determination in connection with this Transaction.]9

[Independent Amount:

For the purposes of this Transaction, the Independent Amount specified in respect of Party B in the Credit Support Annex to the Agreement (the "Annex") shall be amended such that it equates the sum of (i) the Independent Amount so specified, as amended from time to time and (ii) [•]% of the Volatility Amount. For the avoidance of doubt, the Trade Date shall be deemed to be a Valuation Date for the purposes of the Annex.]

Notice and Account Details:

For Party A: [•]

For Party B: [•]

Contact Details at Party A: <u>Payments:</u>

[Tel: +44 207 568 0092

Fax: + 44 207 568 9251]

Documentation (by Region):

[Europe: Tel: +44 207 422 2792

Fax: +44 207 568 9895/9896

USA: Tel: +44 207 422 2477

Fax: +1 719 203 0538

Asia Pacific: Tel: + 44 207 422 2487

Fax: +44 207 568 9895/9896]

Settlement:

This Transaction has been entered into by a member of the UBS group (the "UBS Party"). For the avoidance of doubt, any payment or delivery obligations of the UBS Party in respect of this Transaction may be effected by UBS Europe SE, UBS Securities LLC or UBS AG,

⁹ Please insert if dispute rights are granted.

¹⁰ To be included if a transaction-specific initial margin applies.

London Branch (the "**Settlement Agent**"). The UBS Party has authorised the Settlement Agent to act on its behalf in the same manner and with the same force and effect as the UBS Party might or could do in connection with any such payment or delivery obligation.

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 at your earliest convenience.

Yours faithfully,		
[UBS AG, London Branc	ch] [UBS Europe SE] [•]	
[•] [•]	[•] [•]	
Agreed and accepted as of	the first date written above	
[•]		
By:	By:	
Name:	Name:	_
Title:	Title:	