



### CONFIRMATION OF SHARE OPTION TRANSACTION

**To:** \_\_\_\_\_ (“Counterparty”)

**Legal Entity Identifier (LEI):** \_\_\_\_\_

**Attention:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**From:** Wells Fargo Bank, N.A. (“Wells Fargo”)

**Legal Entity Identifier (LEI):** KB1H1DSPRFMYMUCUXT09

**Phone:** 704-410-5111

**Fax:** 1-844-879-8056

**Email:** inboundconfirms1@wellsfargo.com

**Wells Fargo Ref. No:** \_\_\_\_\_

**Date:** MMMM DD, YYYY

Dear Sir or Madam:

This confirms the terms and conditions of the Transaction described below entered into between Counterparty and Wells Fargo on the Trade Date specified below (the “Transaction”) and constitutes a “Confirmation” as referred to in the ISDA Master Agreement specified below.

The definitions and provisions contained in the 2002 ISDA Equity Derivatives Definitions (the “Equity Definitions”), as published by the International Swaps and Derivatives Association, Inc. (“ISDA”) are incorporated into, and subject to this Confirmation. In the event of any inconsistency between the Equity Definitions and this Confirmation, this Confirmation will prevail.

This Confirmation supplements, forms part of, and is subject to, the ISDA Master Agreement between Wells Fargo and Counterparty dated as of MMMM DD, YYYY as amended and supplemented from time to time (the “ISDA Master Agreement”). All provisions contained or incorporated by reference in the ISDA Master Agreement will govern this Confirmation except as expressly modified herein.

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

1. General Terms:

Wells Fargo Ref. No: \_\_\_\_\_

Trade Date: MMMM DD, YYYY

Option Style: American

Option Type: [Call / Put]

Seller: [Wells Fargo / Counterparty]

Buyer: [Counterparty / Wells Fargo]

Shares: [Name of Shares] (Ticker: \_\_\_\_\_)

Number of Options: \_\_\_\_\_

Option Entitlement: [100] Share(s) per Option

Strike Price: USD \_\_\_\_\_

Premium: USD \_\_\_\_\_

Premium Payment Date: [Three (3)] Currency Business Days following the Trade Date

Exchange: The primary exchange or quotation system on which the Shares are listed and traded, as determined by the Calculation Agent.

Related Exchanges: Chicago Board Options Exchange

Procedures for Exercise:

Commencement Date: The Trade Date

Expiration Date: MMMM DD, YYYY; provided, however, that to the extent a Designated Contract exists on the Related Exchange and its expiry date is postponed, the Expiration Date shall be postponed to the same Exchange Business Day, unless the expiry date has been postponed to a day that is not an Exchange Business Day, in which case the Expiration Date shall be postponed to the last Exchange Business Day immediately preceding the postponed expiry date.

Multiple Exercise: Applicable

Minimum Number of Options: One

Maximum Number of Options: The Number of Options remaining

Latest Exercise Time: If Counterparty is the Buyer of the relevant Option, two hours prior to the Valuation Time (determined as if Cash Settlement were the Settlement Method) on the relevant Exercise Date.

If Wells Fargo is the Buyer of the relevant Option, the Valuation Time (determined as if Cash Settlement were the Settlement Method) on the relevant Exercise Date.

Expiration Time:

To the extent a Designated Contract exists on the Related Exchange on the Expiration Date,

(i) if Counterparty is the Buyer of the relevant Option, the earlier to occur of (a) one hour prior to the latest exercise time on the Expiration Date provided for on the Related Exchange and (b) one hour prior to the Valuation Time (determined as if Cash Settlement were the Settlement Method) on the Expiration Date; and

(ii) if Wells Fargo is the Buyer of the relevant Option, one hour after the latest exercise time on the Expiration Date provided for on the Related Exchange.

To the extent a Designated Contract does not exist on the Related Exchange on the Expiration Date,

(i) if Counterparty is the Buyer of the relevant Option, one hour prior to the Valuation Time (determined as if Cash Settlement were the Settlement Method) on the relevant Exercise Date; and

(ii) if Wells Fargo is the Buyer of the relevant Option, the Valuation Time (determined as if Cash Settlement were the Settlement Method) on the relevant Exercise Date.

Automatic Exercise:

Applicable

In-the-Money:

As determined in accordance with Section 3.4 of the Equity Definitions, provided, however, that Section 3.4(c) of the Equity Definitions shall be deleted and replaced by the following provision:

"In-the-Money" means (i) in respect of a Call, that the Reference Price is at least USD 0.01 higher than the Strike Price of the relevant Option; and (ii) in respect of a Put, that the Reference Price is at least USD 0.01 less than the Strike Price of the relevant Option.

Reference Price:

Means the official closing price per Share as reported or disseminated by the Exchange as of the Valuation Time (determined as if Cash Settlement were the Settlement Method) on the Expiration Date.

Designated Contracts:

Designated Contract:

The options contract on the Shares which is traded or which is expected, as of the Trade Date, to be traded during the term of the Transaction, on the Related Exchange.

Notwithstanding the foregoing, if on any date during the term of a Transaction, the option contract determined pursuant to the foregoing paragraph (the "Maturity Designated Contract") has not commenced trading on the Related Exchange on such date (e.g., which may be the case for a long-dated Transaction where the option contract(s) on the Shares trading on the Related Exchange only have, as of a certain date, expiry dates which are prior to the Expiration Date, but it is expected thereafter that option contract(s) on the Shares with later expiry dates will commence trading on the Related Exchange), then the Designated Contract shall mean such option contract. Accordingly, until the Maturity Designated Contract commences trading on the Related Exchange (at which time it shall be the Designated Contract), as of any date, the option contract on the relevant Shares then traded on the Related Exchange with the longest expiry date that is scheduled to expire prior to the Expiration Date shall be the Designated Contract. For the avoidance of doubt, the Designated Contract could change during the term of a Transaction.

Settlement Terms:

Settlement Method:	Physical Settlement
Settlement Method Election:	Not Applicable
Settlement Currency:	US Dollars

Share Adjustments:

Method of Adjustment:	Options Exchange Adjustment
Option Exchange:	The Related Exchange

Extraordinary Events:

New Shares:	In the definition of "New Shares" in Section 12.1(i) of the Equity Definitions, the text in clause (i) thereof shall be deleted in its entirety and replaced with "publicly quoted, traded or listed on any of the New York Stock Exchange, The NASDAQ Global Select Market or The NASDAQ Global Market (or their respective successors)."
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Consequences of Merger Events:

Share-for-Share:	Options Exchange Adjustment
Share-for-Other:	Options Exchange Adjustment
Share-for-Combined:	Options Exchange Adjustment

Tender Offer:

Applicable; provided, however, that so long as there has not occurred a Designated Contract Disruption, then Section

12.1(d) of the Equity Definitions shall be amended to read, in its entirety, as follows:

“Tender Offer’ means any tender offer that, per the rules and/or by-laws of the Options Exchange, results in an adjustment to option contracts of the Issuer.”

Consequences of Tender Offers:

Share-for-Share:	Options Exchange Adjustment
Share-for-Other:	Options Exchange Adjustment
Share-for-Combined:	Options Exchange Adjustment

Composition of Combined Consideration:

To the extent that the composition of the Combined Consideration could be determined by a holder of Shares, such composition will be determined by the Calculation Agent in accordance with the composition determined by the Options Exchange; provided, however, that if a Designated Contract Disruption has occurred, then Composition of Combined Consideration shall be Not Applicable.]

Nationalization, Insolvency or Delisting:

Notwithstanding Section 12.6(c) of the Equity Definitions, (i) if there has not occurred and is not continuing any Designated Contract Disruption, Options Exchange Adjustment shall be the consequence of Nationalization, Insolvency or Delisting as if Nationalization, Insolvency or Delisting were a Merger Event for the purpose of this Transaction; and (ii) if a Designated Contract Disruption has occurred and the Transaction has not been terminated then the consequences of Nationalization, Insolvency, or Delisting shall be Cancellation and Payment (Calculation Agent Determination).

In addition to the provisions of Section 12.6(a)(iii) of the Equity Definitions, it shall 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 NASDAQ Global Select Market or The NASDAQ Global Market (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 thereafter be the Exchange.

Additional Disruption Events:

Designated Contract Disruption:	Applicable
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“**Designated Contract Disruption**” means at any time prior to the Expiration Date, an official announcement by the applicable Related Exchange that trading on the Designated Contract and/or, if then different, the Maturity Designated

Contract shall be permanently discontinued or shall never commence trading.

If Designated Contract Disruption is Applicable, then upon or following the occurrence of such an event Wells Fargo may elect to terminate this Transaction upon at least one Scheduled Trading Day's notice, specifying the date of such termination. The Determining Party shall determine the Cancellation Amount payable by one party to the other, in accordance with Section 12.8 of the Equity Definitions.

If Designated Contract Disruption is Applicable but upon or following the occurrence of such an event Wells Fargo does not elect, while the Designated Contract Disruption is continuing, to terminate this Transaction, then upon or following the occurrence of a Designated Contract Disruption, Options Exchange Adjustment shall cease to apply and (i) Calculation Agent Adjustment shall be the Method of Adjustment for Share Adjustments, (ii) Modified Calculation Agent shall be the consequence for all Merger Events and Tender Offers, (iii) Cancellation and Payment shall be the consequence for Nationalization, Insolvency or Delisting.

Change in Law:

Applicable; provided that

(i) the following words will be added after the words "taxing authority": "and including, the adoption of regulations authorized or mandated by any existing statute without regard to Section 739 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010"; and

(ii) Clauses (X) and (Y) of Section 12.9(a)(ii) of the Equity Definitions is hereby deleted and replaced by the following:

"(X) it has become, or there is a substantial likelihood that it will become within 30 calendar days following the date of such determination but prior to the date then expected to be the Settlement Date, illegal to hold, acquire or dispose of Hedge Positions relating to the Transaction, or (Y) it has incurred, or there is a substantial likelihood that it will incur within 30 calendar days following the date of such determination but prior to the date then expected to be the Settlement Date, a materially increased cost in performing its obligations under, or holding, acquiring or disposing of any Hedge Positions relating to, such Transaction (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position)."

Insolvency Filing:

Applicable

Failure to Deliver:

Applicable

Hedging Disruption:

Applicable

Increased Cost of Hedging: Applicable]

Hedging Party: With respect to all Additional Disruption Events, Wells Fargo

Determining Party: With respect to all Additional Disruption Events, Wells Fargo.

Additional Representations, Agreements and Acknowledgments:

Non-Reliance: Applicable

Agreements and Acknowledgments Regarding Hedging Activities: Applicable

Index Disclaimer: Inapplicable

Additional Acknowledgments: Applicable

Additional Representations: Each party represents to the other party, on the Trade Date of each Transaction (which representation shall be deemed to be repeated at all times throughout the term of each Transaction) that:

(i) it is an "eligible contract participant," as defined under the Commodity Exchange Act (7 U.S.C. § 1a(18)) and CFTC regulations (17 CFR § 1.3) because it is a corporation, partnership, organization, trust, or other entity (other than a commodity pool or a proprietorship) that has total assets exceeding \$10,000,000.

(ii) it understands that none of the Transaction will be registered under the U.S. Securities Act of 1933 as amended (the "Securities Act") or the securities law of any other jurisdiction.

(iii) it is either or both (A) an accredited investor as defined in Rule 501 under the Securities Act, or (B) a "qualified institutional buyer" as defined in Rule 144A under the Securities Act.

Payment Instructions: Wells Fargo: Please contact us for payment instructions

Counterparty: Per your standing payment instructions or debit authorization if provided to Wells Fargo, as relevant. If not provided, please contact us in order for payment to be made

Calculation Agent: Wells Fargo

2. Counterparty Additional US Securities Law Representations and Agreements.

Counterparty represents to, and agrees with, Wells Fargo, that:

(i) on each date on which the parties enter into the relevant Transaction, which representation and agreement shall be deemed to be repeated on each date on which Counterparty agrees to terminate or partially terminate the relevant Transaction and on any date on which the parties agree to amend the relevant Transaction, that (Y) the representation in Section 3(a)(iii) of the Master Agreement applies; and (Z) it is not aware of any material non-public information regarding the Shares or the Issuer for the relevant Transaction.

(ii) on the Trade Date of the Transaction and at all times during the during the three month period preceding the Trade Date Counterparty nor any entities acting under common control has not been an affiliate of the Issuer and will not become, at any time during the term of the Transaction, through and including the Settlement Date of the Transaction, an affiliate of the Issuer. For such purposes, an “affiliate” shall have the meaning for such term as defined in Rule 144 under the U.S. Securities Act of 1933, as amended.

(iii) on the Trade Date of the Transaction and on each date during the term of the Transaction, through and including the Settlement Date of the Transaction, Counterparty is in compliance with its reporting obligations under Sections 13 and 16 of the Securities Exchange Act of 1934, as amended in respect of the Shares.

(iv) on the Trade Date of the Transaction and on each date during the term of the Transaction, through and including the Settlement Date of the Transaction, Counterparty does not have to file and will not have to file Schedule 13D under the Securities Exchange Act of 1934, as amended in respect of the Shares.

(v) on the Trade Date of the relevant Transaction and on each date during the term of such Transaction that it is not an “insider” of the Issuer or the Issuer for any of the Shares which comprise the Basket, as applicable, for the relevant Transaction. An “insider” is a person “who is directly or indirectly the beneficial owner of more than 10 percent of any class of any equity security” of an issuer, or “who is a director or an officer” of an issuer (as such terms, as applicable, are defined in Rule 16a-1 under the 1934 Act).

If Counterparty breaches any of the representations or agreements in these Counterparty Additional US Securities Law Representations and Agreements, it shall constitute an Additional Termination Event for which this Transaction shall be the sole Affected Transaction and Counterparty shall be the sole Affected Party.

3. 871(m) Protocol. The provisions contained in the Attachment to the ISDA 2015 871(m) Protocol published on November 2, 2015 by the International Swaps and Derivatives Association, Inc. (“871(m) Protocol”) are hereby incorporated by reference in, and shall form part of, the Master Agreement. References in the 871(m) Protocol to “Covered Master Agreement” will be deemed references to the Master Agreement, and the Implementation Date shall be the Trade Date of this Transaction. Notwithstanding anything contrary contained in the 871(m) Protocol, these provisions shall be effective as of the Trade Date of this Transaction.

[4.] Wall Street Transparency and Accountability Act of 2010.

Wells Fargo and Counterparty agree that in connection with Section 739 of the Wall Street Transparency and Accountability Act of 2010 or any similar legal certainty provision in any legislation enacted, or rule or regulation promulgated, on or after the Trade Date of this Transaction, the parties specifically reserve their respective rights to terminate, renegotiate, modify, amend or supplement, the Transaction and the Confirmation for such Transaction, pursuant to the terms of such Transaction, the related Confirmation or the Master Agreement.

[[5.] ISDA Close-out Amount Protocol. For purposes of this Confirmation, the Schedule to the Master Agreement is hereby amended by inserting the following at the end of Part 5:

**“ISDA Close-out Amount Protocol**. This Master Agreement is hereby amended by incorporating the amendments in the Attachment and Annexes 10 – 14 (inclusive) of the ISDA Close-out Amount Protocol published by ISDA on February 27, 2009 as if the parties had adhered to the Protocol without amendment and made the Loss Amended Election and the Annex 1 - 9 Applicable Election. The parties further agree that this Master Agreement will be deemed to be a Covered Master Agreement and that the Implementation Date shall be the Trade Date of this



Transaction. Capitalized terms used in this paragraph and not defined shall have the meanings set forth in the ISDA Close-out Amount Protocol.]

Please confirm that the foregoing correctly sets forth the terms of our agreement by having your authorized signatory execute a copy of this Confirmation and returning it to us.

Very truly yours,  
Wells Fargo Bank, N.A.

By: \_\_\_\_\_  
Name: Mark Silke  
Title: Authorized Signatory

Accepted and confirmed as of date first written  
above:

\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title: