UBS

Date:	[ ]	
To:	[ ] ("Party B")	
Attention:	[ ]	
Fax No.:	[ ]	
From:	UBS AG London Branch ("Party A")	
Re:	Index Swap Transaction - UBS Deal Ref: [ ]	

_____

This agreement (this "Confirmation") confirms the terms of a 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 2006 ISDA Definitions (the "Swap Definitions") and the 2002 ISDA Equity Derivatives Definitions (the "Equity Definitions", and with the Swap Definitions, the "Definitions"), each as published by the International Swaps and Derivatives Association, Inc., are incorporated into this Confirmation. If there is any inconsistency between the Swap Definitions and the Equity Definitions, the Equity Definitions govern. If there is any inconsistency between the Definitions and this Confirmation, this Confirmation governs.

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 Transaction are:

<u>General Terms</u>

Trade Date:	[ ]	(time of execution available upon request)
Effective Date:	[ ]	
Termination Date:	The final Cash Settlement Payment Date	
Index:	[ ]	
Exchange(s):	[ ]	
Related Exchange(s):	All Exchanges	

<u>Equity Amounts</u>

Equity Amount Payer:	[ ]
Number of Index Units:	[ ]

Equity Notional Amount: For each Valuation Date, the product of (i) the Number of Index Units and (ii) the Initial Price for that Valuation Date

Equity Notional Reset: [Not] Applicable

Type of Return: Total Return

Initial Price: [insert level]

Final Price: The official closing level of the Index as published by the Index Sponsor at the Valuation Time on the relevant Valuation Date.

Valuation Time: The Scheduled Closing Time

Valuation Date(s):   [Insert date(s)], subject to Early Termination as defined below.

<u>Dividends</u>

Dividend Period: Second Period

Dividend Amount: In respect of each Dividend Period, the product of (i) the Number of Index Units, multiplied by (ii) Realized Index Dividend Points.

Realized Index Dividend Points: An amount determined by the Calculation Agent in accordance with the following to be:

The Sum of X for each Relevant Day in the Dividend Period.

X being the sum of Y for each share in the index on a Relevant day

where Y is the product of n and d for the relevant share on the Relevant day divided by the Divisor D for the Relevant Day.

"d" means, in respect of each Share and a Relevant Day:

(a)   if an Ex-Dividend Date in respect of such Share falls on such Relevant Day, an amount equal to the Relevant Dividend in respect of such Share and such Relevant Day; and

(b)   otherwise, an amount equal to zero (0).

"n" means, in respect each Share and a Relevant Day, the number of such free-floating Shares comprised in the Index, as calculated and published by the Index Sponsor on such Relevant Day, subject to "Failure to Publish" below.

"D" means, in respect of each Relevant Day, the divisor, as calculated and published by the Index Sponsor on such Relevant Day, subject to "Failure to Publish" below.

Relevant Day:	means each weekday (each a "Relevant Day") in a Dividend Period.
Relevant Dividend:	In respect of a Share and a Relevant Day and a Dividend Period, an amount per such Share in the Settlement Currency (as determined by the Calculation Agent) equal to one hundred (100) per cent. of any Qualifying Dividend whose Ex-Dividend Date falls on such Relevant Day, before any deduction or credit for, or on account of, any withholding tax, stamp tax, or any other tax, duties, fees or commissions deductible by, or on behalf of, such Issuer in respect of such dividend.
Qualifying Dividend:	In respect of a Share:
	(i) any regular cash dividend declared by the Issuer of such Share; or
	(ii) in the case of any stock dividend, the cash value declared by the Issuer of such Share of any such stock dividend (or, if no such cash value is declared by the relevant Issuer, the cash value of such stock dividend as determined by the Calculation Agent),
	but excluding any: (a) special or extraordinary dividends; (b) any dividends in relation to which the Index Sponsor makes corresponding adjustments to the Index; and (c) any other dividend that the Calculation Agent determines not to be an ordinary dividend.
Ex-Dividend Date:	In respect of a Share and a Qualifying Dividend, the first weekday (following the declaration of such Qualifying Dividend) in respect of which being a holder of record of such Share on such weekday does not carry an entitlement to receive such Qualifying Dividend.
Failure to Publish:	If, for the purposes of determining n or D on any Relevant Day, the Index Sponsor fails (for whatever reason) to calculate and publish the number of shares or free-float factor in respect of any Share or the divisor, respectively, then the Calculation Agent shall determine the number of shares or free-float factor in respect of such Share or the divisor (as the case may be) in respect of such Relevant Day.
	In making any such determination, the Calculation Agent may (but shall not be obliged to) make reference to the formula for and method of calculating the number of shares or free-float factor in respect of such Share or the divisor (as the case may be) last in effect prior to the failure by the Index Sponsor to make the relevant calculation or publication.
Dividend Recovery:	If: (i) the amount actually paid or delivered by an Issuer to holders of record of the relevant Share in respect of any Qualifying Dividend declared by such Issuer (a "Declared Dividend") to holders of record of such Share is not equal to such Declared Dividend (a "Dividend Mismatch Event"); or (ii) such Issuer fails to make any payment or delivery in respect of such Declared Dividend by the third Business Day following the relevant due date, then the Calculation Agent may (but need not) determine any appropriate correction or repayment to be made by a party to account for such Dividend Mismatch Event or non-payment or non-delivery, as the case may be, and determine the date any such repayment should be made, together with interest on such repayment amount as determined by the Calculation Agent.
	The parties expressly acknowledge and agree that the provisions of this section (Dividend Recovery) shall apply and remain in full force and effect notwithstanding the fact that the Termination Date has occurred.

Dividend Payment Date: Termination Date / Each Cash Settlement Payment Date

Re-investment of Dividends: Not applicable

<u>Floating Amounts</u>

Floating Amount Payer: [   ]

Notional Amount: The Equity Notional Amount

Payment Dates: [The / Each] Cash Settlement Payment Date

Floating Rate Option: [   ]

Designated Maturity: [   ]

Spread: [   ]

Floating Rate Day Count Fraction: [   ]

Reset Dates: The first day of each Calculation Period

<u>Settlement Terms</u>

Cash Settlement: Applicable

Settlement Currency: [   ]

Cash Settlement Payment Date: [ ] Currency Business Days after the relevant Valuation Date

<u>Index Adjustments Events:</u>

Index Cancellation: Cancellation and Payment

Index Modification: Cancellation and Payment

Index Disruption: Calculation Agent Adjustment

<u>Additional Disruption Events</u>

(a) Change in Law: Applicable; <u>provided</u> 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.

(b) Hedging Disruption: Applicable

(c) Loss of Stock Borrow: Applicable Section 12.9(b)(iv)(B) of the Equity Definitions is amended to include after the words "(B) refer the Hedging Party to a Lending Party" and before the words "that will lend", the words "acceptable to the Hedging Party in its sole discretion"

    Maximum Stock Loan Rate: A rate equal to the absolute value of the Spread

(d) Increased Cost of Stock Borrow: Not Applicable

(e) Increased Cost of Hedging: Applicable

Determining Party: Party A

Hedging Party: Party A

<u>Additional Provisions</u>

Early Termination: (A) If Counterparty gives notice to an Office of Party A on a Notice Business Day to terminate this Transaction in whole or in part by reducing the number of Index Units (the reduction being "Terminated Index Units"):-
(i) the Optional Termination Date is deemed to be the final Valuation Date for a number of Index Units equal to the Terminated Index Units; and
(ii) with effect from the Optional Termination Date, the Number of Index Units is reduced by the Terminated Index Units.

(B) Party A may, on giving not less than 5 Exchange Business Days' notice to Counterparty, terminate any Transaction by declaring a final Valuation Date. If Party A gives notice under this provision, at the request of Counterparty Party A must use reasonable efforts to transfer the Transaction to any third party, subject only to normal due diligence and credit lines on the nominated third party. If the Transaction is not transferred by the Valuation Date declared by Party A, it is terminated

The Dividend Period in respect of the Early Termination shall be from and excluding the Effective Date to and including the Optional Termination Date.

For the avoidance of any doubt in the event of Early Termination by the Counterparty, the Final Price will be the closing price of the Index on the Optional Termination Date

Optional Termination Date: The Notice Business Day on which the notice of termination is received if it is received in reasonably sufficient time for Party A to execute a transaction on the Index Units on the Exchange prior to the actual closing time of the Exchange, and otherwise the next following Exchange Business Day.

Acknowledgments:	Party B understands and acknowledges that this transaction does not confer or transfer any licensing or sub-licensing rights in the Index. Party B understands and acknowledges that it bears responsibility for acquiring the requisite license to utilize the Index for its business purposes, and if in doubt should seek independent advice.
Notice Business Day:	A day which is both an Exchange Business Day and a Banking Day in the city of the Office of Party A to which the notice is given.
Independent Amount:	Notwithstanding any provision to the contrary in the Credit Support Annex to the Agreement, the Independent Amount with respect to Party B for this Transaction shall be an amount equal to [ ]% of the Equity Notional Amount" Party A may, acting in a commercially reasonable manner, increase the Independent Amount at any time on not less than two local Business Day's notice.
Calculation Agent:	Party A

Relationship Between Parties

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):-

(A) *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 an assurance or guarantee as to the expected results of this Transaction.

(B) *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.

(C) *Status of Parties*. The other party is not acting as a fiduciary for or an adviser to it in respect of this Transaction.

(D) *Non-Public Information.* It is 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.

(E) *Commodity Futures Modernization Act of 2000.* It is an "eligible contract participant" under, and as defined in, the Commodity Futures Modernization Act of 2000 and it was not formed solely for the purposes of constituting an "eligible contract participant".

(F) *Tax Characterization***:** Both Parties to this Confirmation will treat Transactions executed pursuant to this Confirmation as derivative financial contracts for U.S. federal income tax purposes. Neither Party shall take any action or tax return filing position contrary to this characterization

Non-Reliance: Applicable

Agreements and Acknowledgements
Regarding Hedging Activities: Applicable

Index Disclaimer: Applicable or [insert disclaimer here]

Additional Acknowledgements: Applicable

Offices of Party A: London: Tel:+44 20 75672890 Fax: +44 20 75684923
Stamford: Tel: +1 203 7197800 Fax: +1 203 7190538

Account Details
Payments to UBS AG London Branch
USD Bank Account: As separately notified

Account for Payments to Party B: Please advise if not previously provided

Settlement

This Transaction has been entered into by a member of the UBS group ("UBS Party"). For the avoidance of doubt, any payment or delivery obligations of the UBS Party in respect of this Transaction ("Obligations") may be effected by either UBS Limited, UBS Securities LLC or UBS AG, London Branch (the "Settlement Agent"). UBS Party has authorised the Settlement Agent to act on its behalf in the same manner and with the same force and effect as 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.

UBS AG London Branch

Yours faithfully,

UBS AG, LONDON BRANCH

Agreed and accepted as of the first date written above

By: _____   By:_____
Name: Name:
Title: Title: