

(g) Definition of “Qualifying Offer Resolution”. The definition of the term “Qualifying Offer Resolution” is hereby added to Section 1(p-3) of the Agreement and shall read as follows:

“**Qualifying Offer Resolution**” shall have the meaning set forth in Section 23(b) hereof.

(h) Definition of “Special Meeting”. The definition of the term “Special Meeting” is hereby added to Section 1(x-1) of the Agreement and shall read as follows:

“**Special Meeting**” shall have the meaning set forth in Section 23(b) hereof.

(i) Definition of “Special Meeting Demand”. The definition of the term “Special Meeting Demand” is hereby added to Section 1(x-2) of the Agreement and shall read as follows:

“**Special Meeting Demand**” shall have the meaning set forth in Section 23(b) hereof.

(j) Definition of “Special Meeting Period”. The definition of the term “Special Meeting Period” is hereby added to Section 1(x-3) of the Agreement and shall read as follows:

“**Special Meeting Period**” shall have the meaning set forth in Section 23(b) hereof.

2. Amendment of Section 3(a). Section 3(a) of the Agreement is hereby amended and restated in its entirety as set forth below:

(a) Until the earlier of (i) the Close of Business on the tenth Business Day after the Shares Acquisition Date or (ii) the Close of Business on the tenth Business Day (or such later date as may be determined by action of the Board of Directors prior to such time as any Person becomes an Acquiring Person) after the date of the commencement by any Person (other than the Company, any Subsidiary of the Company, any employee benefit plan of the Company or of any Subsidiary of the Company or any Person organized, appointed or established by the Company for, or pursuant to the terms of, any such plan) of, or of the first public announcement of the intention of any Person (other than the Company, any Subsidiary of the Company, any employee benefit plan of the Company or of any Subsidiary of the Company or any Person organized, appointed or established by the Company for, or pursuant to the terms of, any such plan) to commence, a tender or exchange offer the consummation of which would result in any Person becoming the Beneficial Owner of Common Shares aggregating 20% or more of the then-outstanding Common Shares, including any such date which is after the date of this Agreement and prior to the issuance of the Rights (the earlier of such dates being herein referred to as the “**Distribution Date**”), (x) the Rights will be evidenced (subject to the provisions of Section 3(b) hereof) by the certificates for Common Shares registered in the names of the holders thereof (which certificates shall also be deemed to be certificates for Rights) or, for Common Shares held in book-entry accounts through the direct registration service of the Company’s transfer agent, by such book-entry accounts (together with a direct registration transaction advice with respect to such shares), and not by separate certificates, (y) the Rights will be transferable only in connection with the transfer of Common Shares and (z) each transfer of Common Shares (including a transfer to the Company) shall constitute a transfer of the Rights associated with such Common Shares. As soon as practicable after the Distribution Date, the Company will prepare and execute, the Rights Agent will countersign, and the Company will (i) send or cause to be sent (and the Rights Agent will, if requested and provided with all necessary information by the Company, send) by first-class, insured, postage-prepaid mail, to each record holder of Common Shares as of the Close of Business on the Distribution Date, at the address of such holder shown on the records of the Company or the transfer agent or registrar for the Common Shares, a Rights Certificate, in substantially the form of Exhibit B hereto (a “**Rights Certificate**”), evidencing one Right for each Common Share so held, or (ii) credit the book-entry account of such holder with such Rights and send a direct registration transaction advice with respect to such Rights to such holder. As of and after the Distribution Date, the Rights will be evidenced solely by such Rights Certificates or such book-entry credits and related direct registration transaction advices. In the event the Company elects to distribute any Rights by crediting book-entry accounts, the provisions in this Agreement that reference Rights Certificates shall be interpreted to reflect that the