**EXHIBIT IV-A
to 2006 ISDA Definitions**

**Additional Provisions for a
Confirmation of a Swap Transaction that is a Rate Swap Transaction or Cross‑Currency Rate Swap Transaction applying Compounding/Averaging with Lookback[[1]](#footnote-1)**

***[Note: This annotated form and the annexed comparison table have been produced for use with loan facilities using “Daily Simple SOFR” as set out in the LSTA SOFR CCA (and not “Daily Compounded SOFR” as set out in the LSTA SOFR CCA), with no ability to transition to “Term SOFR” when this becomes available. It assumes that the loan facilities are only in respect of SOFR Loans (rather than ABR Loans), both as defined in the LSTA SOFR CCA. It also assumes that the credit agreement uses ‘Alternative 1’ drafting proposed in the LSTA SOFR CCA for the definition of “Interest Payment Date”, and parties should consider if any bespoke amendments need to be made if the credit agreement uses ‘Alternative 2’ drafting for the definition of “Interest Payment Date”. Parties should however check that there is no bespoke amendment to the credit agreement that needs to be reflected. The LSTA SOFR CCA provides optional drafting for those parties wishing to transition to “Term SOFR” once available. Parties wishing to include this optional drafting may wish to use the below annotated form and annexed comparison table and bilaterally negotiate necessary amendments (e.g. to update the Floating Rate Option and other relevant fields) at the time of transition to Term SOFR.]***

THIS ANNOTATED TEMPLATE AND ANNEXED COMPARISON TABLE DO NOT PURPORT TO BE AND SHOULD NOT BE CONSIDERED A GUIDE TO, OR AN EXPLANATION OF, ALL RELEVANT ISSUES OR CONSIDERATIONS IN CONNECTION WITH USING THE PROVISIONS OF THE [COMPOUNDING/AVERAGING SUPPLEMENT](https://www.isda.org/a/KlzTE/Supplement-75-to-the-2006-ISDA-Definitions-Compounding-and-Averaging.pdf) IN A SWAP HEDGING A LOAN FACILITY. PARTIES SHOULD CONSULT WITH THEIR LEGAL ADVISERS AND ANY OTHER ADVISER THEY DEEM APPROPRIATE PRIOR TO USING OR INCORPORATING THE [COMPOUNDING/AVERAGING SUPPLEMENT](https://www.isda.org/a/KlzTE/Supplement-75-to-the-2006-ISDA-Definitions-Compounding-and-Averaging.pdf) IN A SWAP HEDGING A LOAN FACILITY. NONE OF ISDA, ITS DIRECTORS, EMPLOYEES, AGENTS OR ADVISORS ACCEPT ANY RESPONSIBILITY FOR ANY LOSS OR DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM ANY USE TO WHICH ANY OF ITS DOCUMENTATION OR OTHER DOCUMENTATION MAY BE PUT.

[See Exhibit I for the introduction, standard paragraphs and closing for the Confirmation.]

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

|  |  |
| --- | --- |
| [Notional Amount:] | [                   ] ***[Note: Parties to specify an amount that may correspond to the principal of a related borrowing. Note that in the event of a prepayment of the loan in accordance with Section 2.06 (Prepayments) of the LSTA SOFR CCA, to ensure alignment the Notional Amount of the swap will need to be amended accordingly.]***  |
| Trade Date: | [                   ] |
| Effective Date: | [                   ] |
| Termination Date: | [                   ] ***[Note: Parties may specify the date specified in the definition of “Maturity Date” in the credit agreement. Note that if the Maturity Date is extended in accordance with Section 2.21 (Extension of Maturity Date) of the LSTA SOFR CCA, to ensure alignment the Termination Date of the swap will need to be amended accordingly.]***, subject to adjustment in accordance with the Preceding Business Day Convention ***[Note: The LSTA SOFR CCA provides that if the Maturity Date is not a Business Day, it shall be the next preceding Business Day. Accordingly, the Termination Date under the swap should be subject to adjustment in accordance with the Preceding Business Day Convention.]***  |
| Fixed Amounts: |  |
| Fixed Rate Payer: | [Party A/B] |
| [Fixed Rate Payer Currency Amount:] | [                   ] |
| Fixed Rate Payer Payment Dates: | [                   ] ***[Note: Parties to consider aligning these dates and the language regarding Business Day Conventions with the Floating Rate Payer Payment Dates. In any case, consider deleting the bracketed language regarding [Period End Dates] as Delayed Payment is unlikely to be relevant.]*** |
| Fixed Amount [or Fixed Rate and Fixed Rate Day Count Fraction]: | [                   ] |
| Floating Amounts: |  |
| Floating Rate Payer: | [Party B/A] |
| [Floating Rate Payer Currency Amount:] | [                   ] |
| Floating Rate Payer Payment Dates: | [                   ] ***[Note: Parties should insert the Interest Payment Dates under the credit agreement and ensure that the business day conventions are aligned, e.g. by using the formulation “the last Business Day of each [March, June, September and December][calendar month] and the Termination Date with the Termination Date subject to adjustment in accordance with the Preceding Business Day Convention” which is similar to the ‘Alternative 1’ drafting proposed in the LSTA SOFR CCA for the definition of “Interest Payment Date”[[2]](#footnote-2). Also consider deleting the bracketed language regarding [Period End Dates] as Delayed Payment is unlikely to be relevant.]***  |
| [Floating Rate for initial Calculation Period:] | [                   ] |
| Floating Rate Option: | USD-SOFR ***[Note: The USD-SOFR Floating Rate Option is closest to SOFR as defined in the LSTA SOFR CCA. Note however that triggers and fallbacks will differ between SOFR as defined in the LSTA SOFR CCA and the USD-SOFR Floating Rate Option in the 2006 ISDA Definitions. Note also that rounding conventions differ, as these are specified for the USD-SOFR Floating Rate Option in the 2006 ISDA Definitions however no rounding conventions are included for SOFR in the LSTA SOFR CCA.]***  |
| Spread: | [Plus/Minus           %] [None] ***[Note: Although uncommon for the margin to be included as a Spread, parties to consider whether any credit adjustment spread (specified in the definition of “Applicable Rate” or otherwise in the credit agreement) should be included to align with the position in the credit agreement.]***  |
| Floating Rate Day Count Fraction: | Actual/360 ***[Note: Parties to consider including Actual/360 to match the day count fraction in Section 2.09(d) (Interest Computation) of the LSTA SOFR CCA.]***  |
| Reset Dates: | The last day of each Calculation Period [, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Business Day Convention][[3]](#footnote-3) |
| Averaging: | Averaging with Lookback |
|  |  |
| Lookback: | [ ] Applicable Business Days[[4]](#footnote-4) ***[Note: Parties will need to insert the same value here as specified as the lookback period in the definition of “Daily Simple SOFR” in the credit agreement. Note that the “Applicable Business Days” are U.S. Government Securities Business Days, and are aligned with the LSTA SOFR CCA.]***  |
| [Daily Capped Rate and/or Daily Floored Rate:] | [Applicable/Not Applicable][[5]](#footnote-5) |
| [Daily Capped Rate:] | [[ ]%] ***[Note: The LSTA SOFR CCA does not include an option for parties to specify a daily cap for the “Daily Rate” so by default the Daily Capped Rate should not apply to a swap hedging a loan documented under the LSTA SOFR CCA.]*** |
| [Daily Floored Rate:] | [[ ]%] ***[Note: The Daily Floored Rate should match the daily floor specified in the definition of “Floor” in the LSTA SOFR CCA. If parties wish to floor the Floating Rate for the entire period, rather than daily SOFR, then this field can be left blank and a new field inserted to specify Zero Interest Rate Method as Applicable, as below.]*** |
| [Zero Interest Rate Method: | Applicable] ***[Note: If parties wish to floor the Floating Rate for the entirety of the Calculation Period (i.e. the simple average of SOFR plus any applicable Spread, as defined in the 2006 ISDA Definitions) at zero, specify Zero Interest Rate Method as Applicable. Note however that there is no equivalent in the LSTA SOFR CCA.]*** |
| [Initial Exchange: | [                   ] |
| Initial Exchange Date: | [                   ] [, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Business Day Convention][[6]](#footnote-6) |
| Party A Initial Exchange Amount: | [                   ] |
| Party B Initial Exchange Amount:] | [                   ] |
| [Interim Exchange: |  |
| Interim Exchange Date: | [                   ] [, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Business Day Convention]Convention][[7]](#footnote-7)  |
| Party A Interim Exchange Amount: | [                   ] |
| Party B Interim Exchange Amount:] | [                   ] |
| [Final Exchange: | [                   ] |
| Final Exchange Date: | [                   ] [, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Business Day Convention]Convention][[8]](#footnote-8) |
| Party A Final Exchange Amount: | [                   ] |
| Party B Final Exchange Amount:] | [                   ] |
| [Business Days for [first currency]:] | New York ***[Note: Parties to consider specifying New York as this matches the definition of “Business Days” specified in the LSTA SOFR CCA.]***  |
| [Business Days for [second currency]:] | [                   ] |
| Calculation Agent: | [                   ][[9]](#footnote-9) |

Annex

Comparison Table: ISDA Averaging with Lookback and LSTA Daily Simple SOFR

See below a comparison of the ISDA Averaging with Lookback formula in Section 6.11 (*Averaging with Lookback*) of the 2006 ISDA Definitions and the definition of “Daily Simple SOFR” as set out in the LSTA Daily Simple SOFR or Daily Compounded SOFR (Compound the Balance) Concept Document dated 5 May 2021 as revised on 14 May 2021 (“**LSTA SOFR CCA**”). Commentary on each input to the ISDA formula and the LSTA definition, as well as the applicable rounding and business day conventions, is included in the table below.

| No. | Input | ISDA Averaging with Lookback | Daily Simple SOFR | Commentary |
| --- | --- | --- | --- | --- |
|  | Formula/Definition | $$\left[\sum\_{i=1}^{i=d\_{0}}Benchmark Level\_{i-r ABD}\right] ×\frac{1}{d}$$ | $ $“**Daily Simple SOFR**”means, for any day (a “SOFR Rate Day”), a rate per annum equal to the greater of (a) SOFR for the day (such day “*i*”) that is [\_\_\_]U.S. Government Securities Business Days prior to (i) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator’s Website, and (b) the Floor. If by 5:00 pm (New York City time) on the second (2nd) U.S. Government Securities Business Day immediately following any day “*i*”, the SOFR in respect of such day “*i*” has not been published on the SOFR Administrator’s Website and a Benchmark Replacement Date with respect to the Daily Simple SOFR has not occurred, then the SOFR for such day “*i*” will be the SOFR as published in respect of the first preceding U.S. Government Securities Business Day for which such SOFR was published on the SOFR Administrator’s Website; provided that any SOFR determined pursuant to this sentence shall be utilized for purposes of calculation of Daily Simple SOFR for no more than [three (3)] consecutive SOFR Rate Days. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower. | Please see an explanation below of the various inputs in this formula and definition.  |
|  | d0 | “**d0**” for any Calculation Period, is the number of calendar days in that Calculation Period.  | N/A | Although the definition of “Daily Simple SOFR” in the LSTA SOFR CCA applies on a daily basis and therefore does not include an input similar to d0 in the ISDA Averaging with Lookback formula, there should be no economic consequences of this difference provided that the Period End Dates under the swap match the (fixed) Interest Payment Dates under the loan (see row 4 below) and there is no prepayment under the loan. |
|  | Applicable Business Day | “Applicable Business Day” means, in respect of a Floating Rate Option, any day that is a Business Day, Banking Day or other relevant day that applies, or is specified as such, for the purposes of the determination of the Relevant Rate pursuant to such Floating Rate Option or, in the absence of any such specified Business Day, Banking Day or other relevant day, a Business Day in the principal financial center for the relevant currency of the Floating Rate Option.SOFR Fixing Day is defined in the USD-SOFR Floating Rate Option in the 2006 ISDA Definitions as meaning “in respect of SOFR and a Reset Date, the U.S. Government Securities Business Day immediately following that day (or any amended publication day for SOFR as specified by the administrator of SOFR in the SOFR benchmark methodology)”. | The definition of “Daily Simple SOFR” refers to U.S. Government Securities Business Days. | These inputs match as the definition of “Daily Simple SOFR” in the LSTA SOFR CCA refers to U.S. Government Securities Business Days, which matches the Applicable Business Day for the USD-SOFR Floating Rate Option. |
|  | Period End Dates/Interest Payment Dates | “**Calculation Period**” means, in respect of a Swap Transaction and a party, each period from, and including, one Period End Date of that party to, but excluding, the next following applicable Period End Date during the Term of the Swap Transaction, except that (a) the initial Calculation Period for the party will commence on, and include, the Effective Date and (b) the final Calculation Period for the party will end on, but exclude, the Termination Date. | The Alternative 1 drafting proposed by the LSTA for “**Interest Payment Date**” is “…the last Business Day of each [March, June, September and December][calendar month] and the Maturity Date..”.  | When specifying Period End Dates, parties should ensure these match the Interest Payment Dates in the credit agreement. The annotated Confirmation and this comparison table assume that parties chose only Alternative 1 drafting for the “Interest Payment Date” and include the suggested language in the annotated Confirmation to align with the credit agreement. |
|  | i | “**i**” is a series of whole numbers from 1 to d0, each representing the relevant calendar day in the Calculation Period in chronological order from, and including, the first calendar day in the Calculation Period. | The definition of “Daily Simple SOFR” states that “for any day (a “SOFR Rate Day”), a rate per annum equal to the greater of (a) SOFR for the day (such day “i”) that is [\_\_\_]U.S. Government Securities Business Days prior to (i) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator’s Website, and (b) the Floor.” | There should be no economic consequences of the difference between these inputs provided that the Period End Dates under the swap match the (fixed) Interest Payment Dates under the loan (see row 4 above) and there is no prepayment under the loan. |
|  | Benchmark Level/Daily Rate  | “**Benchmark Leveli**-r ABD” means, in respect of any Applicable Business Dayi-rABD: 1. subject to paragraph (ii) below, the rate determined in accordance with the Floating Rate Option as if such Applicable Business Dayi-rABD were a Reset Date for the purpose of such Floating Rate Option; or
2. if “Daily Capped Rate and/or Daily Floored Rate” is specified as applicable in the Confirmation, either:

(A) the greater of the rate determined in accordance withparagraph (i) and theDaily Floored Rate specified (if any); or(B) the lower of the rate determined in accordance withparagraph (i) and theDaily Capped Rate specified (if any), as applicable;“**Applicable Business Dayi**-rABD” means, for any day “i”in the Calculation Period, the day “r” Applicable Business Days preceding such day “i”, except if day “i” is not an Applicable Business Day, then it is the day r + 1Applicable Business Days preceding day “i”; | The definition of “Daily Simple SOFR” states that “for any day (a “SOFR Rate Day”), a rate per annum equal to the greater of (a) SOFR for the day (such day “i”) that is [\_\_\_]U.S. Government Securities Business Days prior to (i) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator’s Website, and (b) the Floor. If by 5:00 pm (New York City time) on the second (2nd) U.S. Government Securities Business Day immediately following any day “i”, the SOFR in respect of such day “i” has not been published on the SOFR Administrator’s Website and a Benchmark Replacement Date with respect to the Daily Simple SOFR has not occurred, then the SOFR for such day “i” will be the SOFR as published in respect of the first preceding U.S. Government Securities Business Day for which such SOFR was published on the SOFR Administrator’s Website; provided that any SOFR determined pursuant to this sentence shall be utilized for purposes of calculation of Daily Simple SOFR for no more than [three (3)] consecutive SOFR Rate Days. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower. | Parties should be aware of the following differences between these inputs:1. **Lookback**:the Lookback period specified in the Confirmation and in the credit agreement will need to match (see row 7 below);
2. **Capped Rate**: there is no ability under the LSTA SOFR CCA to cap the rate, so by default parties should not specify a Daily Capped Rate in the Confirmation unless the credit agreement is drafted to incorporate a cap (which is not typically the case);
3. **Floored Rate**: the LSTA SOFR CCA includes an option for parties to specify a daily floor for SOFR observed on the relevant day. Parties are free to specify any value for the Daily Floored Rate under the swap (which should match the floor specified in the definition of “Daily Simple SOFR” in the credit agreement). Note that the Daily Floored Rate is applied to SOFR only; and
4. **Fallbacks**: the triggers and fallbacks provided for the USD-SOFR Floating Rate Option in the 2006 ISDA Definitions and for SOFR in the definition of “Daily Simple SOFR” in the LSTA SOFR CCA will differ. This will be the case both for a temporary non-publication of SOFR and for its permanent cessation.
 |
|  | Lookback | “**r**” is: (i) the number specified as the “Lookback” in the Confirmation;(ii) if a number is not specified for the purpose of the “Lookback” in the Confirmation and the relevant Floating Rate Option is included in the ISDA Compounding/Averaging Matrix, the number (if any) specified as the “Lookback” for the relevant Floating Rate Option in the ISDA Compounding/Averaging Matrix; or(iii) if a number is not specified for the purpose of the “Lookback” in the Confirmation or in the ISDA Compounding/Averaging Matrix, five. | The definition of “Daily Simple SOFR” in the LSTA SOFR CCA states that “…SOFR for the day (such day “i” ) that is [\_\_\_]U.S. Government Securities Business Days prior to (i) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day…”. | Parties should specify a Lookback in the Confirmation which matches the lookback period specified in the definition of “Daily Simple SOFR” in the credit agreement. If not specified in the Confirmation, the first default is to the value specified in the ISDA Compounding/Averaging Matrix, if any, which may not match the agreed lookback period specified in the definition of “Daily Simple SOFR” in the credit agreement. The Lookback in the Confirmation and the lookback period in the definition of “Daily Simple SOFR” in the LSTA SOFR CCA both refer to U.S. Government Securities Business Days, and therefore provided that the same value is specified in the swap and the loan, these lookback periods should match. |
|  | Floating Rate Day Count Fraction/dcc | “**Floating Rate Day Count Fraction**” means, in respect of any calculation of a Floating Amount:1. if a Floating Rate Day Count Fraction is specified for the Swap Transaction or the Floating Rate Payer, the Floating Rate Day Count Fraction so specified; and
2. if the Floating Rate Option specified as the applicable Floating Rate Option is listed in Section 6.2(g) and a Floating Rate Day Count Fraction is not specified for the Swap Transaction or the Floating Rate Payer, the Day Count Fraction indicated for that Floating Rate Option in Section 6.2(g); and
3. in all other cases, if a Floating Rate Option defined in Section 7.1 (Rate Options) is specified as the applicable Floating Rate Option, “Actual/360”.
 | Section 2.09(d) (*Interest Computation*) of the LSTA SOFR CCA states that “[a]ll interest hereunder shall be computed on the basis of a year of 360 days…and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day).” | Parties should specify Actual/360 in the Floating Rate Day Count Fraction field in the Confirmation in order to match the day count fraction in Section 2.09(d) (*Interest Computation*) of the LSTA SOFR CCA.  |
|  | d | “**d**” is the number of calendar days in the Calculation Period. | N/A | Although the definition of “Daily Simple SOFR” in the LSTA SOFR CCA applies on a daily basis and therefore does not include an input similar to d in the ISDA Averaging with Lookback formula, there should be no economic consequences of this difference provided that the Period End Dates under the swap match the (fixed) Interest Payment Dates under the loan (see row 4 above) and there is no prepayment under the loan. |
|  | Rounding | The default position for rounding in respect of various overnight Floating Rate Options is set out in the 2006 ISDA Definitions Matrix for use with the Overnight Rate Compounding Methods, Overnight Rate Averaging Methods and Index Methods (the “**Compounding/Averaging Matrix**”). Version 1.0 of the Compounding/Averaging Matrix specifies rounding for various Floating Rate Options as either one-ten thousandth of a percentage point (0.0001%) or one hundred-thousandth of a percentage point (0.00001%). For USD-SOFR, rounding is to the nearest one hundred-thousandth of a percentage point (0.00001%). | N/A | Parties should note the difference in rounding between the Compounding/Averaging Matrix and the LSTA SOFR CCA (which is silent on rounding).  |
|  | Business Day convention | By default, the Fixed Rate Payer Payment Dates/Period End Dates and Floating Rate Payer Payment Dates/Period End Dates will be subject to adjustment in accordance with the Modified Following Business Day Convention. | The Alternative 1 drafting proposed by the LSTA for “Interest Payment Date” is “…the last Business Day of each [March, June, September and December][calendar month] and the Maturity Date..”.  | In respect of the Alternative 1 drafting proposed by the LSTA for “Interest Payment Date”, no specific Business Day Convention except for the Maturity Date applies as it simply refers to the “last Business Day of”…. Parties can seek to align the swap as follows: for “Floating Rate Payer Payment Dates” specify “the last Business Day of each [March, June, September and December][calendar month] and the Termination Date with the Termination Date subject to adjustment in accordance with the Preceding Business Day Convention”. |

1. Annotated form of Exhibit IV-A to 2006 ISDA Definitions for use in interest rate swaps where the Floating Amount is calculated by reference to an Overnight Floating Rate Option applying Averaging with Lookback (as published in the 2006 ISDA Definitions) hedging a loan documented in a credit agreement using “Daily Simple SOFR” based on the LSTA Daily Simple SOFR or Daily Compounded SOFR (Compound the Balance) Concept Document dated 5 May 2021 as revised on 14 May 2021 (“**LSTA SOFR CCA**”). [↑](#footnote-ref-1)
2. Note that parties can choose to use a different formulation, e.g., “the 31st of each [March, June, September and December][calendar month] (each such date subject to adjustment in accordance with the Modified Following Business Day Convention) and the Termination Date (subject to adjustment in accordance with the Preceding Business Day Convention)” for operational reasons and consistency with their other Confirmations. [↑](#footnote-ref-2)
3. Bracketed language is not necessary if Reset Dates are to be adjusted in accordance with the Business Day Convention applicable to Payment Dates. [↑](#footnote-ref-3)
4. This is an optional field, allowing parties to specify the number of Applicable Business Days lookback being applied. If nothing is specified here, the number specified as the “Lookback” for the relevant Floating Rate Option in the ISDA Compounding/Averaging Matrix will apply and, if no such number is specified in the ISDA Compounding/Averaging Matrix, the default position of five Applicable Business Days Lookback will apply. [↑](#footnote-ref-4)
5. This field is optional and can be removed if Daily Capped Rate and/or Daily Floored Rate is not applicable. [↑](#footnote-ref-5)
6. Bracketed language is not necessary if this date is to be adjusted in accordance with the Modified Following Business Day Convention, as provided in the 2006 ISDA Definitions. [↑](#footnote-ref-6)
7. Bracketed language is not necessary if this date is to be adjusted in accordance with the Modified Following Business Day Convention, as provided in the 2006 ISDA Definitions. [↑](#footnote-ref-7)
8. Bracketed language is not necessary if this date is to be adjusted in accordance with the Modified Following Business Day Convention, as provided in the 2006 ISDA Definitions. [↑](#footnote-ref-8)
9. If the Calculation Agent is a third party, the parties may wish to consider any documentation necessary to confirm its undertaking to act in that capacity. [↑](#footnote-ref-9)