



CONFIRMATION OF BASKET SHARE SWAP TRANSACTION

To: _____ (“Counterparty”)

Legal Entity Identifier (LEI): _____

Attention: _____

Fax: _____

Email: _____

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

Legal Entity Identifier (LEI): KB1H1DSPRFMYMCUFXT09

Phone: 704-410-5111

Fax: 1-844-879-8056

Email: inboundconfirms1@wellsfargo.com

Wells Fargo Ref. No: _____

USI/UTI: _____

Date: MMMM DD, YYYY

Dear Sir or Madam:

The purpose of this letter agreement (this “Confirmation”) is to confirm the terms and conditions of the Transaction entered into between Wells Fargo Bank, N.A. (“Wells Fargo”) and [_____] (“Counterparty”) on the Trade Date as specified below (the “Transaction”). This Confirmation constitutes a “Confirmation” as referred to in the Master Agreement specified below.

This Confirmation hereby incorporates by reference the 2002 ISDA Equity Derivatives Definitions (the “Equity Definitions”) and the 2021 ISDA Interest Rate Derivatives Definitions (the “Interest Rate Definitions” and, together with the Equity Definitions, the “Definitions”), each as published by the International Swaps and Derivatives Association, Inc. (“ISDA”). Any capitalized term not otherwise defined herein shall have the meaning assigned to such term in the Definitions. In the event of any inconsistency between the Equity Definitions and the Interest Rate Definitions, the Equity Definitions will govern. In the event of any inconsistency between either set of 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

Wells Fargo Ref. No: _____

Agreement"). All provisions contained or incorporated by reference in the ISDA Master Agreement will govern this Confirmation except as expressly modified herein.

General Terms:

Trade Date:	MMMM DD, YYYY
Effective Date:	MMMM DD, YYYY
Termination Date:	The final Cash Settlement Payment Date.
Basket:	As specified in Appendix I.
[Basket Bloomberg Level:	Wells Fargo may publish an informational level of the Basket under a ticker symbol provided by Wells Fargo to Counterparty on the Bloomberg Page (or any successor page thereto) specified below or otherwise notified by Wells Fargo to Counterparty. Any levels of the Basket so published are for informational purposes only and may not reflect the Final Price for any Valuation Date for the Transaction, the price used to determine Exposure or valuations of the Transaction and are otherwise not binding or applicable in with respect to the Transaction.
Basket Bloomberg Page:	_____]
Divisor:	_____
Exchange:	The primary exchange or quotation system on which the relevant Shares in the Basket are traded, as determined by the Calculation Agent.
Related Exchange:	All Exchanges

Equity Amounts:

Equity Amount Payer:	[Wells Fargo / Counterparty]
Number of Shares:	As specified in Appendix I for each Share in the Basket
Number of Baskets:	One
Equity Notional Amount:	_____
Equity Notional Reset:	Applicable, if there is more than one Valuation Date; and Not Applicable if there is one Valuation Date.
Type of Return:	[Total Return / Price Return]
Divisor:	_____

Initial Price: USD _____, subject to Section 5.8 of the Equity Definitions.

Initial Share Price: In respect of any Share in the Basket, in respect of the initial Valuation Date, as specified in Appendix I; and, if Equity Notional Reset is applicable, in respect of each subsequent Valuation Date, the Relevant Price of such Share for the Valuation Date immediately preceding such Valuation Date.

Final Price: An amount for the Basket determined by the Calculation Agent equal to the sum of the values for each of the Shares in the Basket as (I) the product of (i) the Relevant Price of the relevant Share and (ii) the relevant Number of Shares of such Share comprised in the Basket, divided by (II) the Divisor as of the relevant Valuation Date.

Relevant Price: For each Valuation Date prior to the final Valuation Date, the official closing price per Share in the Basket quoted or traded on the relevant Exchange at the Valuation Time on the relevant Valuation Date, as determined by the Calculation Agent; and for the final Valuation Date the VWAP Price per Share, as determined by the Calculation Agent; provided that, with respect to any Averaging Date, the Relevant Price of any Share shall be the arithmetic mean of the Relevant Share Prices on each of the Averaging Dates for such Share, any case, as may be modified as described herein for partially Disrupted Days.

VWAP Price: For any Exchange Business Day, the composite volumeweighted average price per Share based on transactions executed during the regular trading session for the Exchange on such Exchange Business Day, as determined by the Calculation Agent using the Bloomberg function "<equity> AQR" (or any successor thereto as determined by the Calculation Agent) with respect to the Ticker for the Shares or, if such price is not so reported for such Exchange Business Day for any reason or is manifestly erroneous, as determined by the Calculation Agent using other commercially reasonable means.

In the event that the Final Price or a Relevant Price is the VWAP Price, the following additional amendments shall be made to the Equity Definitions:

(a) Section 6.3(a) of the Equity Definitions shall be amended by deleting the words "at any time during the one hour period that ends at the relevant Valuation Time, Latest Exercise Time, Knock-in Valuation Time or Knock-out Valuation Time, as the case may be" and replacing them with the words "at any time during the regular trading session on the Exchange, without regard to after hours or any other trading outside of the regular trading session hours" and by amending and restating clause (a)(iii) thereof in its entirety to read as follows: "(iii) an

Early Closure that the Calculation Agent determines is material”.

(b) Section 6.3(d) of the Equity Definitions shall be amended by deleting the remainder of the provision following the term “Scheduled Closing Time” in the fourth line thereof

(c) If the final Valuation Date or any Averaging Date is a Disrupted Day, the Calculation Agent may determine that such day is a Disrupted Day only in part, in which case the Calculation Agent shall designate the Valid Date determined pursuant to Section 6.7(c)(iii) or the Valuation Date determined pursuant to Section 6.6(a), as the case may be, as the Averaging Date or Valuation Date, as the case may be, for the remaining portion and the Calculation Agent shall make adjustments to the Number of Shares for which the Disrupted Day shall be an Averaging Date or the Valuation Date, as applicable and shall determine the Final Price on the basis of such adjustments. Such adjustments will be based on such factors as the Calculation Agent deems relevant, and may include, without limitation, the duration of any Market Disruption Event and the volume, historical trading patterns and price of the Shares.

ADTV Limitation:

If, as of the scheduled final Valuation Date, the Number of Shares (or the relevant portion thereof being terminated, in the case of early termination), together with the Number of Shares (or the relevant portion thereof being terminated, in the case of early termination) under any other equity swap transaction between the parties hereto with respect to Shares of the same Issuer and for which the final Valuation Date or any early termination is occurring on the same day (the “**Total Number of Shares**”), is greater than the ADTV Limit, notwithstanding anything in this Confirmation or the Definitions to the contrary, the following terms shall apply:

(a) A number of Averaging Dates shall be deemed specified equal to the quotient of the Total Number of Shares divided by the ADTV Limit.

(b) Any fractional Averaging Dates shall be rounded up to the next whole number.

(c) The first Averaging Date shall be deemed to occur on the scheduled final Valuation Date with the remaining number of Averaging Dates occurring thereafter, one on each succeeding Scheduled Trading Day. The latest occurring Averaging Date shall be deemed to be the final Valuation Date for purposes of the Transaction (or the relevant portion thereof being terminated, in the case of early termination) and, for the avoidance of doubt, the determination of the Final Price shall be determined as if Averaging Dates had been specified for the final Valuation Date and the corresponding

Cash Settlement Payment Date shall be one Settlement Cycle after such final Valuation Date.

These ADTV Limitation provisions shall apply and be determined separately for each Share in the Basket as if the scheduled final Valuation Date were the final Valuation Date for a Share Transaction relating solely to such Share and accordingly, Averaging Dates may apply for some Shares in the Basket but not others and if any Averaging Dates apply for more than one Share in the Basket there may be different Averaging Dates in respect of such Shares. If there are Averaging Dates in respect of one or more Shares in the Basket, the corresponding Cash Settlement Payment Date shall be one Settlement Cycle after the latest final Valuation Date determined for each of the Shares in the Basket.

ADTV Limit:	A number of Shares equal to the product of (i) 20% and (ii) the trailing average daily trading volume for the most recent 30-day period (ending on the Exchange Business Day prior to the scheduled final Valuation Date or first Averaging Date, as applicable), determined as of the scheduled final Valuation Date.
Averaging Date Disruption:	If there are Averaging Dates, Modified Postponement, as may be modified as described above for partially Disrupted Days.
Relevant Share Price:	If there are Averaging Dates, with respect to any Averaging Date and any Share in the Basket, the VWAP Price per such Share on such Averaging Date, as may be modified as described herein for partially Disrupted Days.
Valuation Date(s):	MMMM DD, YYYY

Floating Amounts:

Floating Amount Payer:	[Counterparty / Wells Fargo]
Notional Amount:	The Equity Notional Amount
Floating Amount Payer Payment Date(s):	Each Cash Settlement Payment Date (as defined in the Equity Definitions and as adjusted as set out therein).
Floating Rate Option:	[USD-SOFR / USD-Federal Funds / USD-Overnight Bank Funding Rate]
[Designated Maturity:	_____]
[Fixing Day:	_____]
Spread:	[Plus / Minus] _____%, as may be amended by Wells Fargo from time to time

Floating Rate Day Count Fraction:	[Actual/360 / Actual/365]
Reset Dates:	The last day of each Calculation Period
[Compounding / Averaging:	
Compounding:	[OIS Compounding / Compounding with Lookback / Not Applicable]
Averaging:	[Overnight Averaging / Averaging with Lookback / Not Applicable]
[Lookback:	[Two (2)] [U.S. Government Securities] Business Days / _____ Applicable Business Days]]
[Observation Period Shift:	_____ Observation Period Shift Business Days
Set-in-Advance:	[Applicable / Not Applicable]
Observation Period Shift Additional Business Days:	[_____ / Not Applicable]]
[Lockout:	_____ Lockout Period Business Days]
[Lockout Period Business Days:	_____ Applicable Business Days]
Notional Amount Adjustment:	If there are Averaging Dates, then the Notional Amount for the final Calculation Period shall be adjusted by the Calculation Agent on each day that is one Settlement Cycle following an Averaging Date to account for the relevant imputed reduction(s) to the Notional Amount.
<u>Settlement Terms:</u>	
Cash Settlement:	Applicable
Settlement Currency:	USD
Cash Settlement Payment Date(s):	As specified in Section 8.8 of the Equity Definitions.
<u>Dividends:</u>	
Dividend Period:	Second Period
Dividend Amount:	The sum of the following amounts determined for each Share in the Basket: the Paid Amount multiplied by the Number of Shares of the relevant Share as of the ex-dividend date of the related dividend, multiplied by the Number of Baskets as of the ex-dividend date of the related dividend.
	“Paid Amount” shall be reduced by or on account of any Tax required to be withheld or deducted from a holder of record of such Share who, upon executing any required governmental

form or other documentation, would be entitled to the benefits of a tax treaty between the United States and the jurisdiction on behalf of which such deduction or withholding of Tax is being or has been applied, and shall exclude any imputation or other Tax credits (disregarding any refunds or deductions granted by the United States to such United States holder of a Share in respect of such dividend).

Dividend Amount Adjustment: If there are Averaging Dates in respect of any Share in the Basket and an ex-dividend date for a dividend on such Share occurs after the first Averaging Date for such Share, then the Calculation Agent shall adjust the related portion of the Dividend Amount that relates to such Share to account for the relevant imputed reduction(s) to the Number of Shares for such Share.

Dividend Payment Date(s): The Cash Settlement Payment Date(s) following the related Issuer Payment Date for the relevant Dividend Amount; provided that if the date on which the Issuer of the relevant Shares pays the related dividend to holder of record of the Shares (the "**Issuer Payment Date**") occurs after the Termination Date, then the Dividend Payment Date for the related Dividend Amount (or portion thereof, as applicable) shall be the Currency Business Day following the Issuer Payment Date.

Re-investment of Dividends: Not Applicable

Adjustments:

Method of Adjustment: Calculation Agent Adjustment; provided that Section 11.2(e)(vii) of the Equity Definitions is hereby amended by deleting the words "a diluting or concentrative" and replacing them with the word "a material".

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)."

Consequences of Merger Events:

Share-for-Share: Modified Calculation Agent Adjustment

Share-for-Other: Basket Rebalancing Adjustment

Share-for-Combined: Component Adjustment

Determining Party: Wells Fargo

Tender Offer:	Applicable; provided that (a) Section 12.1(d) of the Equity Definitions is hereby amended by replacing the words “the outstanding voting shares” with the words “either the outstanding voting shares or the Shares”; (b) Section 12.1(e) of the Equity Definitions is hereby amended by replacing the words “voting shares” with the words “voting shares or the Shares”; and (c) Section 12.1(l) of the Equity Definitions is hereby amended by replacing the words “voting shares” with the words “voting shares or the Shares” in clause (ii) thereof.
Consequences of Tender Offers:	
Share-for-Share:	Modified Calculation Agent Adjustment
Share-for-Other:	Modified Calculation Agent Adjustment, which may include a Basket Rebalancing Adjustment
Share-for-Combined:	Modified Calculation Agent Adjustment, which may include a Basket Rebalancing Adjustment
Determining Party:	Wells Fargo
Composition of Combined Consideration:	Not Applicable; provided that, notwithstanding anything to the contrary in the Equity Definitions, including Sections 12.1(f) and 12.5 thereof, if the composition of the consideration for the relevant Shares in respect of a Tender Offer or a Merger Event could be determined by a holder of the relevant Shares, then Wells Fargo will determine such composition for the relevant Shares for such Transaction.
Nationalization, Insolvency or Delisting:	<p>Partial Cancellation and Payment.</p> <p>Upon the occurrence of an Insolvency, Wells Fargo may elect to postpone cancellation or partial cancellation of the relevant Transaction and adjust the Transaction for the effect of such Insolvency.</p> <p>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.</p>
Determining Party:	Wells Fargo

Basket Rebalancing Adjustments:

If Basket Rebalancing Adjustments applies as the consequence of a Share-for-Other Merger Event, then Wells Fargo shall determine that (i) the Share that is the subject of the relevant Merger Event shall be removed from the Basket and (ii) the Other Consideration shall be reallocated to the remaining Shares in the Basket by increasing the Number of Shares of such other Shares on the basis of the prior Number of Shares of such other Shares in the Basket (e.g., so that a Share in the Basket that had a higher Number of Shares than another Share in the Basket shall have a higher increase to its Number of Shares in respect of the Other Consideration); and (iii) the Calculation Agent may make any other adjustments to the terms of the relevant Transaction to effect the foregoing as it deems appropriate.

If Wells Fargo determines for any internal policy or legal reason that it is not appropriate for Basket Rebalancing Adjustments to be made, then it may elect that Partial Cancellation and Payment apply to the relevant Transaction in lieu of Basket Rebalancing Adjustments.

Additional Disruption Events:**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 Termination Date, illegal to hold, acquire or dispose of any 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 Termination 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; provided that Section 12.9(a)(iv) shall be modified so that each reference therein to “the Issuer” shall be deleted and replaced by “the Issuer of any Shares that comprise the Basket for a Basket Swap Transaction”.

Hedging Disruption:	Applicable
Increased Cost of Hedging:	Applicable
Loss of Stock Borrow:	Applicable; provided that Section 12.9(a)(vii) of the Equity Definitions shall be modified so that (i) the first reference therein to "Shares" shall be deleted and replaced by "any Shares that comprise the Basket for a Basket Swap Transaction"; (ii) the reference therein to "Hedging Shares" shall be deleted and replaced by "Hedging Shares for the relevant Shares"; (iii) the reference therein to "number of Shares" shall be deleted and replaced by "number of Shares for the relevant Shares"; and (iv) the reference therein to "at a rate equal to or less than the Maximum Stock Loan Rate" shall be deleted.
Consequences of a Loss of Stock Borrow:	Section 12.9(b)(iv) of the Equity Definitions shall be modified so that (i) the first reference therein to "Shares" shall be deleted and replaced by "the relevant Shares"; (ii) each reference therein to "Hedging Shares" shall be deleted and replaced by "Hedging Shares for the relevant Shares"; (iii) each reference therein to "at a rate equal to or less than the Maximum Stock Loan Rate" shall be deleted; and (iv) the reference therein to "the Cancellation Amount" shall be deleted and replaced by "the Cancellation Amount determined pursuant to Partial Termination for Basket Swap Transactions."
Maximum Stock Loan Rate:	Not Applicable
Increased Cost of Stock Borrow:	Applicable; provided that Section 12.9(a)(viii) of the Equity Definitions shall be modified so that the reference therein to "Shares" shall be deleted and replaced by "any Shares that comprise the Basket for a Basket Swap Transaction".
Initial Stock Loan Rate:	If applicable, the rate that is equal to the absolute value of the Spread.
Consequences of an Increased Cost of Stock Borrow:	Section 12.9(b)(v) of the Equity Definitions shall be modified so that (i) each reference therein to "Shares" shall be deleted and replaced by "the relevant Shares"; (ii) each reference therein to "Hedging Shares" shall be deleted and replaced by "Hedging Shares for the relevant Shares"; and (iii) the reference therein to "the Cancellation Amount" shall be deleted and replaced by "the Cancellation Amount determined pursuant to Partial Termination for Basket Swap Transactions."
Hedging Party:	For all Additional Disruption Events, Wells Fargo or any Affiliate of Wells Fargo.
Determining Party:	For all Additional Disruption Events, Wells Fargo.

Partial Termination for
Basket Swap Transactions:

Notwithstanding Section 12.9(b)(i), Section 12.9(b)(iii), Section 12.9(b)(iv), Section 12.9(b)(v) or Section 12.9(b)(vi) of the Equity Definitions, if the relevant Transaction is a Share Basket Swap Transaction, and a Change in Law, Insolvency Filing, Hedging Disruption, Loss of Stock Borrow, Increased Cost of Stock Borrow or Increased Cost of Hedging occurs in respect of one or more, but not all of the Shares that comprise the Basket, then the consequence associated with the relevant Additional Disruption Event is hereby amended such that the right to terminate that Transaction is limited to that portion of the Transaction represented by the Shares affected by the relevant Additional Disruption Event and, if any such right to partially terminate is exercised, (a) the Cancellation Amount will be calculated with respect solely to the terminated portion, (b) the remainder of the Transaction will continue with the Basket comprising the Shares that are not affected by the relevant Additional Disruption Event, and (c) the Calculation Agent will adjust any relevant terms if necessary to preserve as nearly as practicable the economic terms of the Transaction for the remaining Basket.

Optional Early Termination:

Either party (the “**OET Electing Party**”) may elect to terminate a Transaction (an “**OET Election**”) in whole or in part by providing notice in writing which shall include electronic mail or such other form as may be agreed by the parties to the other party on an Exchange Business Day (such notice, an “OET Notice”). For the purposes of the foregoing, (A) Wells Fargo’s notice shall be deemed effective upon delivery, and (B) Counterparty’s OET Notice shall only be deemed to be effective on the same Exchange Business Day if such OET Notice is received and confirmed by Wells Fargo (i) before the opening of the relevant Exchange, or (ii) after the opening of the relevant Exchange if Wells Fargo determines, in its commercially reasonable discretion, that Wells Fargo received the OET Notice in time to unwind its Hedge Positions (or the relevant portion thereof) using the agreed to method for determining the Final Price, otherwise it shall be deemed to be effective on the next Exchange Business Day.

An OET Notice shall specify the Transaction to be terminated, the portion of the Transaction being terminated (the “Terminated Portion”) and the OET Unwind Date (as defined herein), provided however, that with respect to an OET Notice provided during the occurrence or continuation of a Market Disruption Event, the OET Unwind Date for each Share affected by the occurrence of the Disrupted Day shall be no earlier than the Scheduled Trading Day immediately following the resolution of the Market Disruption Event. If an OET Notice fails to specify the Terminated Portion it shall be deemed that the Terminated Portion is the whole Transaction then outstanding. Unless otherwise agreed by Wells Fargo, any OET Notice provided to Wells Fargo by electronic mail shall be sent

to equity.swaps@wellsfargo.com. “**OET Unwind Date**” means the date an OET Notice becomes effective, subject to paragraph one above, so long as such date occurs prior to the final Valuation Date.

If an OET Electing Party effects an OET Election for a Transaction in accordance with the terms hereof, then the final Valuation Date for the Terminated Portion for such Transaction shall be the OET Unwind Date and the Calculation Agent shall determine the Final Price, Equity Amount, Dividend Amount and Floating Amount payable with respect to the Terminated Portion for such Transaction, in accordance with the terms of the Confirmation for such Transaction, but as if the OET Unwind Date were the final Valuation Date with respect thereto and the Calculation Agent shall determine the net amount of such amounts, which shall be payable by the relevant party hereto to the other party hereto on the date which is one Settlement Cycle following the OET Unwind Date (or if such day is not a Currency Business Day, on the following Currency Business Day). If the Terminated Portion for an OET Election is a termination of part, but not all of a Transaction, then the portion of such Transaction that does not relate to the Terminated Portion shall remain in full force and effect and the Calculation Agent shall adjust any relevant terms of such Transaction to reflect such OET Election.

If the Terminated Portion for an OET Election is a termination of part, but not all of a Transaction, then the portion of such Transaction that does not relate to the Terminated Portion shall remain in full force and effect and the Calculation Agent shall adjust any relevant terms of such Transaction to reflect the OET Election.

In addition, if Wells Fargo is the OET Electing Party, it may designate the Terminated Portion in the related OET Notice as a termination of one or more of the Shares that comprise the Basket and may designate any number of the Number of Shares for any Shares being terminated as it determines, separately in respect of each of the Shares it elects to terminate, which need not be for all of the Shares that comprise the Basket and which need not be a pro-rata termination of all the Shares that comprise the Basket. If such termination is not a pro-rata termination, then when the Calculation Agent determines the Equity Amount, Dividend Amount and Floating Amount payable with respect to the Terminated Portion for such Transaction, it shall do so separately in respect of each Share being then terminated by reference to the Number of Shares of each Share being then terminated and the Initial Share Price of each such Share, as if such terminations were terminations of Share Swap Transactions if Counterparty is the OET Electing Party, it may only terminate a pro-rata portion of the Basket and accordingly, it may only designate the Terminated Portion in

the related OET Notice as a termination of a portion of the Number of Baskets.

Additional Representations, Agreements and Acknowledgments:

Non-Reliance:	Applicable
Agreements and Acknowledgments Regarding Hedging Activities:	Applicable
Additional Acknowledgments:	Applicable
Additional Representations:	<p>Each party represents to the other party, on the Trade Date and on any OET Notice Date of the Transaction (which representation shall be deemed to be repeated at all times throughout the term of each Transaction) that:</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>

Additional Tax Representation (for the purpose of Section 3(f) of the Master Agreement):

(i) For U.S. federal and state and local tax purposes, Wells Fargo and Counterparty agree to treat the Transaction as a notional principal contract or other derivative and further agree to take no position inconsistent with such treatment with any U.S. federal, state or local taxing authority

(ii) If Counterparty is not a United States person within the meaning of Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended (the "Code"), Counterparty hereby makes the following representations and covenants:

(a) If the Issuer of any Shares that are included in the Basket for a Share Basket Swap Transaction (collectively, the "Reference Shares"), is a USRPHC (as defined in this paragraph), Counterparty represents and covenants that,

(1) such Transaction (as applicable) is not a "U.S. real property interest" within the meaning of Section 897 of the Code and the Treasury Regulations (the "Regulations") thereunder;

(2) Counterparty's "aggregate long non-physical position in respect of the Shares" (as defined in this paragraph) during the FIRPTA Period (as defined in this paragraph) has never referenced, and will not reference, during the FIRPTA Period more than 5% of the outstanding Shares (or 10% of the outstanding

Shares if the issuer of the Shares is a real estate investment trust, within the meaning of Section 856(a) of the Code);

(3) the Shares are regularly traded on an established securities market within the meaning of Section 897 of the Code and the Regulations thereunder; and

(4) the Issuer of the Shares has not issued any other shares of stock or equity that are regularly traded on an established securities market under Section 897 of the Code and the Regulations thereunder.

(b) For purposes of this paragraph,

(1) "USRPHC" shall mean (i) any entity that is a "United States real property holding corporation" under Section 897 of the Code and the Regulations thereunder and (ii) any entity that is classified as a partnership for U.S. federal income tax purposes if the entity would be a "United States real property holding corporation" if it were classified as a corporation for U.S. federal income tax purposes;

(2) Counterparty's "aggregate long non-physical position in respect of the Shares" includes the aggregate of all of Counterparty's long synthetic, derivative and contractual positions (either actually or constructively under the attribution rules under Section 897 of the Code and the Regulations thereunder) that reference the applicable Shares, but does not include Counterparty's actual or constructive ownership of physical Shares; and

(3) "FIRPTA Period" shall mean the period beginning five years prior to the inception of the applicable Share Basket Swap Transaction and ending on the date on which the applicable Share Basket Swap Transaction matures or is terminated.

(c) Counterparty understands and acknowledges that Wells Fargo will rely on the accuracy of the representations and covenants provided above, and that Wells Fargo shall determine in its sole discretion whether any withholding is required under Section 1445 of the Code and the Regulations thereunder in respect of any payments that are made in respect of a Transaction. Counterparty covenants that it will inform Wells Fargo in writing if any of the representations or covenants above are no longer accurate during the term of the applicable Transaction.

Calculation Agent:

Wells Fargo

Independent Amount:

For purposes of the Credit Support Annex to the Master Agreement, the Independent Amount on any day for a Transaction applicable to Counterparty shall be equal to _____% of the Equity Notional Amount on such day and, as may be amended from time to time by Wells Fargo.

Payments to Wells Fargo:

Wells Fargo Bank, N.A.
ABA 121-000-248
Internal Acct No. 01020304464228
A/C Name: WFB Equity Derivatives

Payments to Counterparty:

Please provide

2. Depository Receipt Provisions. If any of the Shares which comprise the Basket for the relevant Transaction, are American Depository Receipts then the 2007 Partial Lookthrough Depository Receipt Supplement to the 2002 ISDA Equity Derivatives Definitions (the "**Depository Receipt Supplement**") shall be incorporated into the Confirmation for the relevant Transaction.

3. Counterparty Additional US Securities Law Representations and Agreements.

With respect to the Transaction, Counterparty represents to, and agrees with, Wells Fargo,

(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 provides Wells Fargo with an OET Notice or otherwise agrees to 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 any of the Shares which comprise the Basket or the Issuer for any of the Shares which comprise the Basket for the relevant Transaction.

(ii) on the Trade Date of the relevant Transaction and on each date during the term of such Transaction that it:

(A) has not been at any time during the three month period preceding the Trade Date of the relevant Transaction and will not become at any time during the term of the relevant Transaction, an affiliate of the Issuer or the Issuer for any of the Shares which comprise the Basket, as applicable, for the relevant Transaction. 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.

(B) 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 or any of the Shares which comprise the Basket, as applicable, for the relevant Transaction.

(C) 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).

(D) is not entering into or maintaining the relevant Transaction as part of a plan to prevent vesting of beneficial ownership, as such term is defined in Rule 13d-3 of the Exchange Act.

(E) is entering into and maintaining the relevant Transaction in the ordinary course of its business and not with the purpose nor with the effect of changing or influencing the control of the Issuer, nor in connection with or as a participant in any transaction having such purpose or effect.

(F) is not, and will not become for as long as the Transaction remains outstanding, (i) the owner of any interest (beneficial or otherwise) in any Shares or any of the Shares which comprise the Basket, as applicable, for the relevant Transaction, including, but not limited to, any direct ownership, right to vote or direct the voting of such Shares, or any derivative that provides economic exposure to such Shares (including for the avoidance of doubt this Transaction or similar transactions) (the sum of such interest, the “Share Exposure”) in excess of 4.9% of the number of outstanding Shares of the Issuer or the Issuer for any of the Shares which comprise the Basket, as applicable, for the relevant Transaction, nor (ii) a member of a group, within the meaning of Rule 13d-5 of the Exchange Act, acting together for the purpose of acquiring, holding, voting or disposing of Share Exposure in excess of 4.9% of the number of outstanding Shares of the Issuer or the Issuer for any of the Shares which comprise the Basket, as applicable, for the relevant Transaction.

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 the related Transaction shall be the sole Affected Transaction and Counterparty shall be the sole Affected Party.

With respect to each Transaction, each party agrees:

(i) that the relevant Transaction does not create any obligation on the part of Wells Fargo or Counterparty or any of their respective affiliates to invest in the Shares or any of the Shares which comprise the Basket, as applicable, for the relevant Transaction or otherwise hedge their respective obligations hereunder. To the extent that any such investment or hedge is made by Wells Fargo or Counterparty or any of their respective affiliates, each party hereto acknowledges that this Transaction will not create for the other party either a direct or indirect interest in the Shares or any of the Shares which comprise the Basket, as applicable, for the relevant Transaction or any such hedge.

(ii) that neither Wells Fargo nor Counterparty acquire any right to vote or to give any consent with respect to any Shares or any of the Shares which comprise the Basket, as applicable, by virtue of any Transaction hereunder. Without limiting the generality of the foregoing, Counterparty shall not be entitled pursuant to the relevant Transaction, whether directly or indirectly, to vote or direct the voting of, or to give or direct the giving of any consent with respect to, any Shares or any of the Shares which comprise the Basket, as applicable, for the relevant Transaction. (including any such Shares held by or on behalf of Wells Fargo as a hedge for this Transaction), and the parties agree that Wells Fargo shall not take any such directions or instructions from Counterparty, or any of its officers, directors, employees, agents or representatives as to such voting or consent.

4. Wall Street Transparency and Accountability Act of 2010. The parties 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. Additional Provision. For purposes of this Transaction, Section 2(a)(iii) of the Master Agreement shall be deemed to include, for purposes of any payment obligation of Wells Fargo hereunder, the condition precedent that no Additional Termination Event (where all Transactions are Affected Transactions) has occurred or is continuing with respect to Counterparty.
- [6. 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.]
- [7. FATCA Protocol Provisions. Wells Fargo and Counterparty agree that the provisions contained in the Attachment to the 2012 FATCA Protocol published on August 15, 2012 by ISDA (the "FATCA Protocol") are incorporated into the Master Agreement with respect to each Transaction thereunder as if each of the parties had adhered to the FATCA Protocol on the Trade Date of this Transaction. For such purposes, the Master Agreement will be a Covered Master Agreement and the Trade Date of this Transaction shall be the Implementation Date.]
- [8. 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 your agreement to be bound by the terms of the foregoing by executing a copy of this Confirmation and returning it to us by facsimile at (877) 564-8518 or by email at siequityconfirms@wellsfargo.com (Attention: Equity Confirmations Group).

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:

Wells Fargo Ref. No: _____

APPENDIX I**Shares comprised in the Basket**

The Basket is composed of the specified Shares of the Issuers listed below in the relative proportions and numbers set out in relation to each Issuer below.

<i>Issuer</i>	<i>[Security Identification Number]</i>	<i>Class</i>	<i>Number of Shares</i>	<i>Initial Share Price</i>	<i>Equity Notional Amount</i>