CONFIRMATION OF INDEX OPTION 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: _____

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:
General Terms:

Trade Date: MMMM DD, YYYY

Option Style: [European / American]

Option Type: [Call / Put][Spread]

Buyer: [Counterparty / Wells Fargo]

Seller: [Wells Fargo / Counterparty]

Index: [Index Long Name] (Ticker: _____)

[Multiple Exchange Index Annex: The terms of the Multiple Exchange Index Annex (attached hereto) shall apply to this Transaction.]

Number of Options: _____

[Notional Amount: _____]

Multiplier: [One]

[Strike Price: _____]

[Buyer Strike Price: _____

Seller Strike Price: _____]

Premium: USD _____

Premium Payment Date: MMMM DD, YYYY

Exchange: The primary exchange or quotation system on which each share comprised in the Index is listed and traded (each such share, a "Component Security") as determined by the Calculation Agent.

Related Exchange(s): All Exchanges

Procedures for Exercise:

[Commencement Date: [The Trade Date]

Minimum Number of Options: [One]

Maximum Number of Options: [The Number of Options remaining]

Integral Multiple: [One]]

[Exercise Period: If Futures Price Valuation is applicable, the text "9:00 a.m." referred to in Sections 3.1(a)(i) and 3.1(a)(iii) of the Equity Definitions is replaced by the words "the first time at which the Exchange-traded Contract may be exercised".]

[Exercise of European Options: If notice of exercise of a European Option is given prior to the Exercise Period commencing, that notice is deemed given when the Exercise Period commences.]

Expiration Time: One hour after the Valuation Time.

Expiration Date: [The final Averaging Date / MMMM DD, YYYY][, provided, however, that Section 3.1(f) of the Equity Definitions shall be amended to replace the word "following" in the third line thereof with the word "preceding."]

Multiple Exercises: [Not Applicable]

Automatic Exercise: Applicable

Valuation:

[Valuation Time: As specified in Section 6.1 of the Equity Definitions [, provided, however, if Futures Price Valuation is specified as applicable, then the Valuation Time shall be the time at which the Official Settlement Price is published by the Related Exchange or its clearing house.]

Valuation Date: The Exercise Date

[Averaging Dates: The [_____] calendar day of each month commencing on [MMMM DD, YYYY][, to and including [MMMM DD, YYYY]. / and ending on and including the Expiration Date.] The parties agree that the total number of Averaging Dates shall equal [_____], subject to adjustment to adjustment for Averaging Date Disruption[, provided, however, if any of the Averaging Dates are not Scheduled Trading Days then such Averaging Date shall be the first preceding Scheduled Trading Day].

Averaging Date Disruption: Modified Postponement]

Futures Price Valuation: Applicable, Sections 6.8(b)(ii) and 6.8(d) of the Equity Definitions shall be amended by replacing the term "Exchange" with the term "Related Exchange".

Exchange-traded Contract: The MMMM YYYY [Index Long Name] options contract traded on the Related Exchange and schedule to be published MMMM DD, YYYY

Settlement Terms:

Cash Settlement: Applicable

Settlement Currency: USD

[Strike Price Differential: An amount as determined by the Calculation Agent according to the following:

[(a) if Settlement Price is greater than or equal to Seller Strike Price, an amount equal to the excess of the Seller Strike Price over the Buyer Strike Price, or

(b) if the Settlement Price is less than Seller Strike Price and is greater than Buyer Strike Price, an amount equal to the excess of the Settlement Price over the Buyer Strike Price, or

(c) if the Settlement Price is less than or equal to Buyer Strike Price, an amount equal to zero.

/

(a) if Settlement Price is less than or equal to Seller Strike Price, an amount equal to the excess of the Buyer Strike Price over the Seller Strike Price, or

(b) if the Settlement Price is less than Buyer Strike Price and is greater than Seller Strike Price, an amount equal to the excess of the Buyer Strike Price over the Settlement Price, or

(c) if the Settlement Price is greater than or equal to Buyer Strike Price, an amount equal to zero.]]

[Option Cash Settlement Amount: An amount as determined by the Calculation Agent on the Valuation Date equal to the product of the Notional Amount multiplied by the Payout Percentage.

Payout Percentage: _____]

[Option Cash Settlement Amount: An amount determined by the Calculation Agent on the Valuation Date based on the following formula:

$$N \times Max\left[0\%, \left\{\sum_{K=1}^{12}\left(Min\left[Cap\%, \frac{Index\ Level_{(K)}}{Index\ Level_{(K-1)}} - 100\%\right]\right)\right\} - Offset\ Level\right]$$

Where,
K = 1 to 12 (each corresponding to an Observation Date),
N = Notional Amount,
Cap = _____%
Index Level (K) = the level of the Index as of the Valuation Time on the relevant Observation Date K
Index Level (K-1) = the level of the Index as of the Valuation Time on the immediately preceding Observation Date, provided, however, that Index Level (K-1) for the first Observation Date shall be equal to the Strike Price, and
Offset Level = _____%

Observation Dates:

On the _____ calendar day of each month commencing on _____ and ending on and including the Expiration Date[, provided, however, if any of the Observation Dates are not Scheduled Trading Days then such Observation Date shall be the first preceding Scheduled Trading Day]

Index Adjustment Events:

Index Cancellation:

Cancellation and Payment

Index Modification:

Cancellation and Payment

Index Disruption:

Calculation Agent Adjustment, provided, however, if the Calculation Agent determines that no adjustment that it could make will produce a commercially reasonable result, Cancellation and Payment shall apply.

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)."

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:	Applicable
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.

Payments 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.

With respect to each 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 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) Counterparty is not aware of any material non-public information regarding the Issuer of any Component Security.

(ii) on the Trade Date of the relevant Transaction and on each date during the term of the relevant Transaction, that Counterparty 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 of any Component Security 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.

(iii) on the Trade Date of the relevant Transaction and on each date during the term of the relevant Transaction, that 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 Component Securities for the relevant Transaction.

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

3. 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, this Transaction and the Confirmation for this Transaction, pursuant to the terms of such Transaction, the related Confirmation or the Master Agreement.

[[**4.**] **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.]

[[**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 executing a copy of this Confirmation and returning it to us by email at sigequityconfirms@wellsfargo.com or facsimile at (844) 879-8056 (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: _____

[MULTIPLE EXCHANGE INDEX ANNEX

Amendment to Section 6.8(e):	The words "the level of the relevant Index at the close of the regular trading session on the relevant Exchange" on lines 4 and 5 of Section 6.8(e) of the Equity Definitions shall be deleted and replaced with the words "the official closing level of the Index as calculated and published by the Index Sponsor".
Scheduled Trading Day:	Any day on which: (i) the Index Sponsor is scheduled to publish the level of the Index; and (ii) the Related Exchange is scheduled to be open for trading for its regular trading session.
Exchange Business Day:	Any Scheduled Trading Day on which: (i) the Index Sponsor publishes the level of the Index; and (ii) the Related Exchange is open for trading during its regular trading session, notwithstanding the Related Exchange closing prior to its Scheduled Closing Time.
Valuation Time:	(i) For the purposes of determining whether a Market Disruption Event has occurred: (a) in respect of any Component Security, the Scheduled Closing Time on the Exchange in respect of such Component Security, and (b) in respect of any options contracts or future contracts on the Index, the close of trading on the Related Exchange; and (ii) in all other circumstances, the time at which the official closing level of the Index is calculated and published by the Index Sponsor.
Market Disruption Event:	Either:

(i) (a) the occurrence or existence, in respect of any Component Security, of:

(1) a Trading Disruption, which the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded;

(2) an Exchange Disruption, which the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded; OR

(3) an Early Closure; AND

(b) the aggregate of all Component Securities in respect of which a Trading Disruption, an

Exchange Disruption or an Early Closure occurs or exists comprises 20 percent or more of the level of the Index; OR

(ii)   the occurrence or existence, in respect of futures or options contracts relating to the Index, of: (a) a Trading Disruption; (b) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that ends at the Valuation Time in respect of the Related Exchange; or (c) an Early Closure.

For the purposes of determining whether a Market Disruption Event exists in respect of the Index at any time, if a Market Disruption Event occurs in respect of a Component Security at that time, then the relevant percentage contribution of that Component Security to the level of the Index shall be based on a comparison of (x) the portion of the level of the Index attributable to that Component Security to (y) the overall level of the Index, in each case using the official opening weightings as published by the Index Sponsor as part of the market "opening data".

Trading Disruption:	Any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise: (i) relating to any Component Security on the Exchange in respect of such Component Security; or (ii) in futures or options contracts relating to the Index on the Related Exchange.
Exchange Disruption:	Any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for: (i) any Component Security on the Exchange in respect of such Component Security; or (ii) futures or options contracts relating to the Index on the Related Exchange.
Early Closure:	The closure on any Exchange Business Day of the Exchange in respect of any Component Security or the Related Exchange prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of: (i) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day; and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day.

Disrupted Day: Any Scheduled Trading Day on which: (i) the Index Sponsor fails to publish the level of the Index; (ii) the Related Exchange fails to open for trading during its regular trading session; or (iii) a Market Disruption Event has occurred.]