



### CONFIRMATION OF INDEX 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

**USI/UTI:** \_\_\_\_\_

**Wells Fargo Ref. No:** \_\_\_\_\_

**Date:** MMMM DD, YYYY

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.

The definitions and provisions contained in the 2021 ISDA Interest Rate Derivatives Definitions (the “2021 Definitions”) and the 2002 ISDA Equity Derivatives Definitions (the “Equity Definitions”, and together with the 2021 Definitions, the “Definitions”), in each case as published by the International Swaps and Derivatives Association, Inc. (“ISDA”) are incorporated into, and subject to this Confirmation. References herein to “Transaction” shall be deemed references to “Swap Transaction” for purposes of the 2021 Definitions. In the event of any inconsistency between the 2021 Definitions and the Equity 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 “Master Agreement”). All provisions contained or incorporated by reference in the ISDA Master Agreement will govern this Confirmation except as expressly modified herein.

Wells Fargo Ref. No: \_\_\_\_\_

1. The below "General Terms" set forth terms that apply to the Index Swap Transaction to which this Confirmation relates.

General Terms:

Trade Date: MMMM DD, YYYY

Effective Date: [The date that is one Settlement Cycle follow the Trade Date]

Termination Date: [The [final] Cash Settlement Payment Date. / MMMM DD, YYYY]

Exchange: The primary exchanges and quotation systems on which the shares that comprise the relevant Index (each a "Component Security") are traded as determined by the Calculation Agent.

Related Exchange(s): All Exchanges

Index: \_\_\_\_\_

Equity Amounts:

Equity Amount Payer: [Wells Fargo / Counterparty]

Number of Index Units: \_\_\_\_\_

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]

Initial Price: \_\_\_\_\_

Final Price: The official closing level of the Index as published or reported by the Index Sponsor with respect to the relevant Valuation Date.

[Futures Price Valuation: [Applicable]]

[Exchange-traded Contract: [The [options / futures] contract on the Index for expiring in [MMMM YYYY] and traded on the Related Exchange.]]

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 / Compounding with Observation Period Shift / Compounding with Lockout / Not Applicable]
Averaging:	[Overnight Averaging / Averaging with Lookback / Averaging with Observation Period Shift / Averaging with Lockout / 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]
<b><u>Settlement Terms:</u></b>	
Cash Settlement:	Applicable
Settlement Currency:	USD
Cash Settlement Payment Date(s):	As specified in Section 8.8 of the Equity Definitions.

**Dividend Provisions:**

For purposes of Article 10 of the Equity Definitions, references to a "Share" shall be deemed to be references to each Component Security.

Dividend Period:

Second Period.

Dividend Amount:

In respect of any Dividend Period, an amount in the Settlement Currency to be paid by the Equity Amount Payer on the related Dividend Payment Date, determined by the Calculation Agent in accordance with the following formula:

$$\text{Number of Index Units} \times \sum_t \sum_i \frac{n_{i_t} \times d_{i_t}}{D_t}$$

where:

“ $t$ ” means each day (each, a “Relevant Day $_t$ ”) in the relevant Dividend Period;

“ $i$ ” means, in respect of each Relevant Day $_t$ , each Component Security (each, a “Share $_i$ ”) that is comprised in the Index on such Relevant Day $_t$ ;

“ $n_{i_t}$ ” means, in respect of each Share $_i$  and a Relevant Day $_t$ , the number of shares relating to such Share $_i$  comprised in the Index, as published by the Index Sponsor (or if not published directly, as determined by the Calculation Agent in accordance with the “Non-Publication” provisions below) on such Relevant Day $_t$ ;

“ $d_{i_t}$ ” means, in respect of each Share $_i$  and a Relevant Day $_t$ :

(i) if an Ex-dividend Date in respect of such Share $_i$  falls on such Relevant Day $_t$ , an amount equal to the Relevant Dividend in respect of such Share $_i$  and such Relevant Day $_t$ ; or

(ii) otherwise, zero (0); and

“ $D_t$ ” means in respect of each Relevant Day $_t$ , the Official Index Divisor relating to such Relevant Day $_t$ . If the Index Sponsor fails to publish the Official Index Divisor, the Calculation Agent shall determine the Official Index Divisor in respect of such Relevant Day $_t$ , in accordance with the “Non-Publication” provisions below.

“Official Index Divisor” means, in respect of any Relevant Day $_t$ , the divisor applied by the Index Sponsor in respect of the Index on such day.

Relevant Dividend:

In respect of each Share $_i$  and each Relevant Day $_t$  in a Dividend Period:

(i) the Declared Cash Dividend Percentage multiplied by any Declared Cash Dividend and

(ii) the Declared Cash Equivalent Dividend Percentage multiplied by any Declared Cash Equivalent Dividend,

excluding any dividends (or portion of such dividends) that the Index Sponsor has taken into account, through a change made by the Index Sponsor to the composition and/or the Official Index Divisor of the Index, such that payment of a cash equivalent of such dividend would have the effect of accounting for such dividend (or portion of such dividend) more than once.

“Declared Cash Dividend” means the gross cash dividend per Share<sub>*i*</sub> where the Ex-dividend Date falls on a Relevant Day<sub>*t*</sub>, 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).

“Declared Cash Equivalent Dividend” means, in respect of any stock dividend declared by the issuer of such Share<sub>*i*</sub> where the Ex-dividend Date falls on a Relevant Day<sub>*t*</sub> (whether or not such stock dividend is comprised of shares that are not the ordinary shares of the issuer and notwithstanding any sub-classification by the relevant issuer of such dividend into an ordinary, special or extraordinary dividend), the gross cash value per Share<sub>*i*</sub> on the Ex-dividend Date as determined by the Calculation Agent by reference to, where available, the closing price of such Share<sub>*i*</sub> on the last trading day immediately preceding such Relevant Day<sub>*t*</sub>, taking into account (where such stock dividend consists of such Share<sub>*i*</sub>) any diluting or concentrative effect of such stock dividend on such Share<sub>*i*</sub>. For purposes of this calculation the gross cash value 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).

If holders of record of any Share<sub>i</sub> may elect between receiving a cash dividend or a stock dividend, the dividend shall be deemed to be a Declared Cash Dividend to the maximum extent possible.

Ex-dividend Date:

In respect of a Relevant Dividend, the date that the relevant Share<sub>i</sub> is scheduled to commence trading ex-dividend on the primary exchange or quotation system for such Share<sub>i</sub>, as determined by the Calculation Agent.

Non-Publication:

If, for the purposes of determining nit or Dt on any Relevant Day<sub>t</sub>, the Index Sponsor does not publish (for whatever reason including, without limitation, the fact that it has not done so per ordinary practice or has failed to do so because of an event such as an Index Disruption) the number of shares in respect of any Share<sub>i</sub> or the Official Index Divisor for such Relevant Day<sub>t</sub>, then the Calculation Agent shall determine the number of shares in respect of such Share<sub>i</sub> or the Official Index Divisor (as the case may be) in respect of such Relevant Day<sub>t</sub>.

In making any such determination, the Calculation Agent may (but shall not be obliged to) make reference to the formula for and method of calculating the number of shares or the Official Index Divisor (as the case may be) (i) where such calculation or publication has been previously made by the Index Sponsor, last in effect prior to such failure or (ii) where such calculation or publication has not been previously made by the Index Sponsor, that may be determined by reference to any publicly available information that the Calculation Agent deems to be relevant.

Corrections:

Further to Section 11.4 of the Equity Definitions, in the event that an Official Index Divisor or number of shares published by the Index Sponsor (or determined by the Calculation Agent pursuant to the provisions above relating to “Non-Publication”) and utilized for any calculation or determination made under a Transaction is subsequently corrected (or, where there has been a Non-Publication, published by the Index Sponsor) and the correction is published (or, where there has been a Non-Publication, publication is made) by the Index Sponsor within five Scheduled Trading Days after the original publication (or the date of the Calculation Agent’s determination pursuant to the provisions above relating to “Non-Publication”), either party may notify the other party of that correction and the Calculation Agent will adjust the Dividend Amount, as required, to take into account such correction, provided that if such correction or subsequent publication occurs after the relevant Dividend Payment Date, the Calculation Agent may (but need not) determine any appropriate payment to be made by a party to account for such correction or subsequent publication, as the case may be, and determine the date any such payment should be made, together with interest on such payment amount as

determined by the Calculation Agent. The parties expressly acknowledge and agree that the provisions of this section (Corrections) shall apply and remain in full force and effect notwithstanding that the Termination Date has occurred.

Declared Cash Dividend Percentage: 100%

Declared Cash Equivalent Dividend Percentage: 100%

Re-investment of Dividends: Not Applicable

Dividend Recovery: If, in respect of a Relevant Dividend:

(i) the amount actually paid or, in the case of a non-cash dividend, delivered by an issuer in respect of any Relevant Dividend declared by such issuer (a "Declared Dividend") to holders of record of such Sharei is not equal to such Declared Dividend (a "Dividend Mismatch Event"); or

(ii) such issuer fails to make any payment or delivery in respect of such Declared Dividend by the third Currency Business Day following the relevant due date;

then in either case the Calculation Agent may (but shall not be obliged to) determine:

(a) any appropriate adjustment or payment to be made by a party to account for such Dividend Mismatch Event or non-payment or non-delivery, as the case may be;

(b) the date any such payment should be made or the effective date of such adjustment; and

(c) any interest payable on such payment amount, if any.

The parties expressly acknowledge and agree that the provisions of this section (Dividend Recovery) shall apply and remain in full force and effect even if the Termination Date has occurred. The parties further agree that in the event that an issuer makes a payment or delivery in respect of a dividend that has already been the subject of an adjustment or payment per this section, the Calculation Agent shall determine any appropriate adjustments or payments to be made (including interest, if applicable) in respect of the Transaction in order to account for such subsequent payment or delivery by the issuer.

Dividend Payment Dates: In respect of any Dividend Period, the Cash Settlement Payment Date following the end of such Dividend Period.]

Index Adjustment Events:

Index Modification:	Cancellation and Payment
Index Cancellation:	Cancellation and Payment
Index Disruption:	Calculation Agent Adjustment
<u>Additional Disruption Events:</u>	
Change in Law:	Applicable; provided that <p>(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</p> <p>(ii) Clauses (X) and (Y) of Section 12.9(a)(ii) of the Equity Definitions is hereby deleted and replaced by the following:</p> <p>“(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).”</p>
Hedging Disruption:	Applicable
Increased Cost of Hedging:	Applicable
Hedging Party:	Wells Fargo, or any Affiliate of Wells Fargo
Determining Party:	With respect to all Additional Disruption Events, Wells Fargo.
<u>Optional Early Termination:</u>	Either party (the “ <b>OET Electing Party</b> ”) may elect to terminate a Transaction (an “ <b>OET Election</b> ”) 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 “ <b>OET Notice</b> ”). 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 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 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.

Additional Representations, Agreements and Acknowledgments:

Non-Reliance:	Applicable
Agreements and Acknowledgments Regarding Hedging Activities:	Applicable
Index Disclaimer:	Applicable

Additional Acknowledgments:

Applicable

Additional Representation:

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:

(a) 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.

(b) 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.

(c) 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.

Additional Tax Representations and Covenants (for the purpose of Section 3(f) of the Agreement):

(i) For U.S. federal and state and local tax purposes, Wells Fargo and Counterparty agree to treat each 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 share that is a component member of the Index (a "Component Security") for an Index Swap Transaction (collectively, the "Reference Shares"), is a USRPHC (as defined in this paragraph), Counterparty represents and covenants that,

- 1) the Index Swap Transaction 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 Component Security" (as defined below) during the FIRPTA Period (as defined below) has never referenced, and will not reference, during the FIRPTA Period more than 5% of the outstanding Component Security (or 10% of the outstanding Component Security if the issuer of the Component Security is a real estate investment trust, within the meaning of Section 856(a) of the Code);
- (3) the Component Security is 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 Component Security 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 Component Security" 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 Component Security, but does not include Counterparty's actual or constructive ownership of physical Component Security; and

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

(c) If an Issuer of Reference Shares is not currently a USRPHC, Counterparty covenants that it will inform Wells Fargo in writing if the Issuer ever becomes a USRPHC during the term of the applicable Index Swap Transaction.

(d) 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 an Index Swap 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 Index Swap Transaction.

Calculation Agent:

Wells Fargo

[Independent Amount:

For purposes of the Credit Support Annex to the Master Agreement, the Independent Amount on any day applicable to Counterparty shall be equal to \_\_\_\_\_%, of the Equity Notional Amount on such day.]

Payments to Wells Fargo:

Wells Fargo Bank, N.A.  
ABA [\_\_\_\_\_]
   
Internal Acct No. [\_\_\_\_\_]
   
A/C Name: WFB Equity Derivatives

Payments to Counterparty:

Please provide

## 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 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 representations 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 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.] 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.]

[[4.] 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.]

[[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 date of this Master Confirmation Agreement. Capitalized terms used in this paragraph and not defined shall have the meanings set forth in the ISDA Close-out Amount Protocol.”]

[6.] 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.

[7.] Wall Street Transparency and Accountability Act of 2010. Wells Fargo and Counterparty 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 date of this Confirmation, the

parties specifically reserve their respective rights to terminate, renegotiate, modify, amend or supplement, this Transaction and the Confirmation, pursuant to the terms of such Transaction, the Confirmation or the Master Agreement.

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: