



CONFIRMATION OF TERMINATION

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: [(for Single Termination) _____]/[(for Multiple Terminations) As set forth below (Internal Reference _____)]

Unique Swap Identifier (USI): [(for Single Termination) _____]/[(for Multiple Terminations) As set forth below]

Swap Data Repository: [DTCC Data Repository, LLC / ICE Trade Vault, LLC]

Date: MMMM DD, YYYY

Dear Sir or Madam:

[(for Single Termination) Reference is made to that certain Transaction with a Trade Date of MMMM DD, YYYY, an Effective Date of MMMM DD, YYYY (~~remove Effective Date for Interest Rate T-Locks~~) and a Termination Date of MMMM DD, YYYY ("Reference Transaction"), which Reference Transaction is evidenced by a Confirmation between Wells Fargo and Counterparty dated as of MMMM DD, YYYY (as the same may have been amended or modified prior to the date hereof, the "Reference Confirmation").]

[(for Multiple Terminations) "Reference Transaction" means each of the following transactions entered into by Wells Fargo and Counterparty, which is evidenced by a Confirmation between Wells Fargo and Counterparty (as the same may have been amended or modified prior to the date hereof, each a "Reference Confirmation").]

Wells Fargo Ref. No: _____

Reference Transaction	USI	Trade Date	Termination Date
_____	_____	_____	_____

]

This letter confirms that, as of MMMM DD, YYYY (the "Unwind Date"), subject to and in consideration of the Termination Fee (as provided below), the parties have terminated the Reference Transaction, together with their respective obligations to make any payments under the Reference Transaction for any future Payment Date occurring after the Unwind Date as described in the Reference Confirmation.

Provided however, and for the avoidance of doubt, that any outstanding obligation of either party to make any payment under the Reference Transaction for any Payment Date occurring on or prior to the Unwind Date (including any overdue interest thereon, and/or associated fees or expense relating thereto, whether accruing before or after the Unwind Date) shall survive such termination, and the payment of the Termination Fee.

[(Includes Fee)] In consideration of such termination, the following Termination Fee shall be paid:

Termination Fee: _____

Payable by: [Counterparty / Wells Fargo]

Due date: MMMM DD, YYYY

Payment 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]

[(Does NOT include Fee)] In consideration of such termination, no Termination Fee is due by either party for termination of the Reference Transaction.]

Wells Fargo Contacts:

Settlement and/or Rate Resets:

Phone: 1-800-249-3865

Fax: 704-410-8511

Collateral:

Phone: 704-410-9218

Fax: 704-410-8515

Email: WellsFargoCollateralManagement@WellsFargo.com

Please quote transaction reference number.

Documentation:

This Confirmation is a binding and complete contract between the parties, provided that if the Reference Transaction was governed by a master agreement (however described) between the parties ("Master Agreement"), this Confirmation is a Confirmation under the Master Agreement and supplements, forms part of and will be governed by the Master Agreement. Interest shall be payable on demand on any overdue amount of the Termination Fee as specified in the Master Agreement, or if a Master Agreement does not exist, at a rate per annum equal to the Bank

Wells Fargo Ref. No: _____

Prime Loan rate in effect for each day the amount remains unpaid as published at: <https://www.federalreserve.gov/releases/H15/> (N.Y. Federal Reserve Statistical Release H.15) for that day (computed on a 360-day year basis for the actual number of days elapsed).

This letter constitutes a Confirmation for purposes of the ISDA Master Agreement between the parties dated as of MMMM DD, YYYY (the "Master Agreement"). Unless otherwise provided in the Master Agreement, this Confirmation is governed by the laws of the State of New York. The parties hereto irrevocably submit to the exclusive jurisdiction of the U.S. District Court for the Southern District of New York or the Supreme Court of the State of New York for the County of New York; AND hereby waive any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum.

To the extent permitted by applicable law, each party irrevocably waives any and all right to trial by jury in any legal proceeding in connection with this letter agreement.

This letter constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all oral communication and prior writings with respect hereto and thereto.

Please confirm that the foregoing correctly sets forth the terms of our agreement by having your authorized signatory execute a copy of this Confirmation and returning it to us.

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: