CONFIRMATION OF 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: _______________

Unique Swap Identifier (USI): _______________

Swap Data Repository: DTCC Data Repository, LLC

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.

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 definitions and provisions contained in the 2021 ISDA Interest Rates Derivatives Definitions (the "2021 ISDA Definitions"), as published by the International Swaps and Derivatives Association, Inc., are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this

Confirmation will govern. [Fixed Amounts and Floating Amounts for each applicable Payment Date hereunder will be calculated in accordance with the 2021 ISDA Definitions, and if any Fixed Amount and Floating Amount are due for the same Payment Date hereunder, then those amounts shall not be payable and instead the Fixed Rate Payer shall pay the positive difference, if any, between the Fixed Amount and the Floating Amount, and the Floating Rate Payer shall pay the positive difference, if any, between the Floating Amount and the Fixed Amount.]

The terms of the particular Transaction to which the Confirmation relates are as follows:

1. Swaption Terms:

Trade Date:	MMMM DD, YYYY
Option Style:	[American / European / Bermuda]
Seller:	[Counterparty / Wells Fargo]
Buyer:	[Wells Fargo / Counterparty]
Premium:	[USD ______________ / Not applicable]
Premium Payment Date:	[MMMM DD, YYYY / Inapplicable]
[Exercise Business Days:	London and New York]

2. Procedure for Exercise:

[Commencement Date:	The [second / 60th] [Exercise Business Day / calendar day] preceding MMMM DD, YYYY, subject to adjustment in accordance with the [Modified Following] Business Day Convention]
[Exercise Dates:	Each day that is [the [second] [Exercise Business Day / calendar day] / at least thirty (30) calendar days, but not more than sixty (60) calendar days] preceding any [Exercise Business Day / calendar day] from and including MMMM DD, YYYY to and including MMMM DD, YYYY]
Expiration Date:	[MMMM DD, YYYY / The final Exercise Date / The [second / 30th] [Exercise Business Day / calendar day] preceding MMMM DD, YYYY, subject to adjustment in accordance with the Modified Following Business Day Convention / The final Exercise Date]
[Notification of Exercise:	Notwithstanding Section 12.6.1(i) of the 2021 ISDA Definitions, Buyer shall give notice to Seller, on a Business Day, during the Exercise Period , of not more than 60 calendar days and not less than 30 calendar days prior to the Exercise Business Day on which Buyer shall cause the Underlying Swap Transaction to become effective.]
Earliest Exercise Time:	9:00 a.m. New York time
[Latest Exercise Time:	11:00 a.m. New York time]

Expiration Time:	[11:00 a.m. New York time / Latest Exercise Time on the Expiration Date]
[Multiple Exercise:	[Inapplicable / Applicable]]
[Partial Exercise:	[Inapplicable / Applicable]]
Automatic Exercise:	[Inapplicable / Applicable]
Fallback Exercise:	Applicable
Written Confirmation:	Applicable as provided in Section 12.6.1 of the 2021 ISDA Definitions

3. <u>Settlement Terms</u>

Settlement:	[Cash / Physical / Cleared Physical]
[Cash Settlement Valuation Time:	11:00 a.m. New York time
Valuation Business Days:	[London and New York]
Cash Settlement Payment Date:	The second Business Day following the Exercise Date
Cash Settlement Method:	[Cash Price]
Cash Settlement Currency:	[USD]
[Settlement Rate:	Reference Banks]
Cash Settlement Reference Banks:	Five institutions selected in good faith by the Calculation Agent on the Exercise Date
Quotation Rate:	[mid]]
[Mutually Agreed Clearinghouse:	[LCH / CME]]
[Agreed Discount Rate:	[SOFR]]

4. The terms of the particular Underlying Swap Transaction to which this Swaption relates are as follows:

<u>Transaction Type:</u>	Interest Rate Swap
<u>Currency for Payments:</u>	U.S. Dollars
<u>Notional Amount:</u>	[USD ______________ / For a Calculation Period, the amount set forth opposite that Calculation Period on Schedule hereto]

<u>Term:</u>

Trade Date:	MMMM DD, YYYY

Effective Date:	[MMMM DD, YYYY / The second [Exercise Business Day / calendar day] following the Exercise Date / The date specified by the Buyer in its notice of exercise to the Seller as the day the Underlying Swap Transaction shall become effective, but in no event more than 60 calendar days or less than 30 calendar days following the Exercise Date]
Termination Date:	MMMM DD, YYYY, subject to adjustment in accordance with the [Preceding / Modified Following / Following] Business Day Convention.

Fixed Amounts:

Fixed Rate Payer:	[Counterparty / Wells Fargo]
Fixed Rate Payer Period End Dates:	[[Annually / Semi-annually / Quarterly / Monthly] on the [_______ / last] of each [month / quarter / half year / year] commencing MMMM DD, YYYY, through and including the Termination Date / The Termination Date][; No Adjustment / subject to adjustment in accordance with the [Preceding / Modified Following / Following] Business Day Convention].
Fixed Rate Payer Payment Dates:	[Annually / Semi-annually / Quarterly / Monthly] on the [_______ / last] of each [month / quarter / half year / year] commencing MMMM DD, YYYY, through and including the Termination Date / The Termination Date], subject to adjustment in accordance with the [Preceding / Modified Following / Following] Business Day Convention.
Business Day Convention:	[Preceding / Modified Following / Following]
Business Days:	[New York / London]
Fixed Rate:	_______%
Fixed Rate Day Count Fraction:	Actual/360

Floating Amounts:

Floating Rate Payer:	[Wells Fargo / Counterparty]
Floating Rate Payer Period End Dates:	[[Annually / Semi-annually / Quarterly / Monthly] on the [_______ / last] of each [month / quarter / half year / year] commencing MMMM DD, YYYY, through and including the Termination Date / The Termination Date][; No Adjustment / subject to adjustment in accordance with the [Preceding / Modified Following / Following] Business Day Convention].
Floating Rate Payer Payment Dates:	[[Annually / Semi-annually / Quarterly / Monthly] on the [_______ / last] of each [month / quarter / half year / year] commencing MMMM DD, YYYY, through and including the Termination Date / The Termination Date], subject to

	adjustment in accordance with the [Preceding / Modified Following / Following] Business Day Convention.
Business Day Convention:	[Preceding / Modified Following / Following]
Business Days:	New York and London
Floating Rate for initial [Calculation / Compounding] Period:	[_______% / Determined [one/two] [London] Banking Days prior to the Effective Date / Determined on the Effective Date]
Floating Rate Option:	USD-LIBOR
Designated Maturity:	3 Months
Spread:	[[Plus / Minus] _______% / None]
Floating Rate Day Count Fraction:	Actual/360
Floating Rate Determined:	[[One / Two] [London] Banking Days prior to each Reset Date / Each Floating Rate Payer Reset Date / The [first / last] day of each Calculation Period]
Reset Dates:	The [first / last] day of each Calculation Period
Compounding:	[Applicable / Inapplicable]
Rounding convention:	[Notwithstanding Section 4.8.1 of the 2021 ISDA Definitions, USD-LIBOR shall be rounded, if necessary, to the next higher 1/1000th of 1% for purposes of this Transaction / 5 decimal places per the 2021 ISDA Definitions]

5. The additional provisions of this Confirmation are as follows:

<u>Calculation Agent:</u>	Per the ISDA Master Agreement, or if not specified, Wells Fargo
<u>Payment Instructions:</u>	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
<u>Wells Fargo Contacts:</u>	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.

Eligibility:

Each party represents that it is an "eligible contract participant" within the meaning of the Commodity Exchange Act (7 U.S.C. § 1 et seq), as amended by the Dodd Frank Wall Street Reform and Consumer Protection Act and as modified by 17 C.F.R. § 1.3. The ISDA Non-ECP Guarantor Exclusionary Terms available here: https://www.isda.org/a/OviDE/27666729-2-isdanon-ecpexclusionaryterms.pdf ("Exclusionary Terms") are incorporated by reference in this Confirmation and apply to the entry into this Transaction by the parties within the meaning of §2(e) of the Commodity Exchange Act. For the avoidance of doubt, the Exclusionary Terms will not apply, in respect of any guarantor, to any unwind, termination, transfer or other disposition of this Transaction, whether in whole or in part, to the extent this Transaction is lawfully guaranteed by such guarantor, whether or not such guarantor is an ECP (as defined in the Exclusionary Terms) when such unwind, termination, transfer or other disposition is agreed or effected.

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:

[SCHEDULE

Calculation Period (from and including, to but excluding)	**[USD] Notional Amount**	**[USD] Notional Adjustment** (at end of period)
DD MMM YY to DD MMM YY	_______________	_______________

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