



### 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

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

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.]

1. The terms of the particular Transaction to which the Confirmation 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 / Schedule I] hereto.]
<u>Term:</u>	
Trade Date:	MMMM DD, YYYY
Effective Date:	MMMM DD, YYYY
Termination Date:	MMMM DD, YYYY, subject to adjustment in accordance with the [Preceding / Modified Following / Following] Business Day Convention.
<u>Fixed Amounts:</u>	
Fixed Rate Payer:	[Counterparty / Wells Fargo]
Fixed Rate Payer Period End Dates:	[[Annually / Semi-annually / Quarterly / Monthly] on the [_____] / last] of each [month / quarter / semi-annually / 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 / semi-annually / 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]
Fixed Rate:	[_____] % / For a Calculation Period, the Fixed Rate set forth opposite that Calculation Period on [Schedule / Schedule I / II] attached hereto]

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 day] 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]

[Floating Rate for initial  
Calculation Period: [\_\_\_\_\_] % / Determined [one / two] U.S. Government Securities Business Days prior to the Effective Date / Determined on the Effective Date]

Floating Rate Option: USD-SOFR CME Term

Designated Maturity: [1 month / 3 months / 6 months]

Spread: [[Plus / Minus] \_\_\_\_\_ % / None / For a Calculation Period, the Spread set forth opposite that Calculation Period on [Schedule / Schedule [II / III]] attached hereto]

Floating Rate Day  
Count Fraction: [Actual/360]

Floating Rate determined: [[One / Two] U.S. Government Securities Business Days prior to each Reset Date / Each Floating Rate Payer Reset Date / The [first / last] day of each Calculation Period.]. [For purposes of "CME Term SOFR Fixing Day", the words "two U.S. Government Securities Business Days" are preplaced with "[one] U.S. Government Securities Business Day[s]".]

Reset Dates: The [first / last] day of each Calculation Period

Rounding Convention: 5 decimal places per the 2021 ISDA Definitions

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

Calculation Agent: Per the ISDA Master Agreement, or if not specified, Wells Fargo

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

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.

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 / SCHEDULE I]

<b>Calculation Period</b> (from and including, to but excluding)	<b>[USD] Notional Amount</b>	<b>[USD] Notional Adjustment</b> (at end of period)
DD MMM YY to DD MMM YY	_____	_____

]

[[SCHEDULE / SCHEDULE [I/II]]

<b>Calculation Period</b> (from and including, to but excluding)	<b>Fixed Rate</b> (percent)
DD MMM YY to DD MMM YY	_____

]

## [[SCHEDULE / SCHEDULE [II/III]]

<b>Calculation Period</b> (from and including, to but excluding)	<b>Fixed Rate</b> (percent)
DD MMM YY to DD MMM YY	_____

]