



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

Wells Fargo Ref. No: _____

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.]

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 day] 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 day] 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 / U.S. Government Securities]

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 day] 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 [Delayed] Payment Dates: [[Annually / Semi-annually / Quarterly / Monthly] on the [____ / last day] [of each [month / quarter / half year / year] / [New York / U.S. Government Securities] Business Day following each Period End Date], commencing MMMM DD, YYYY through and including [the Termination Date / MMMM DD, YYYY. Notwithstanding the provision of Section 3.1.8 of the 2021 ISDA Definitions, the Termination Date shall not be a Payment Date hereunder. The final Payment Date shall be MMMM DD, YYYY.]

Business Day Convention: [Preceding / Modified Following / Following]

Business Day: [New York / U.S. Government Securities]

Floating Rate Option: USD-SOFR-OIS Compound

[Rate Cut-Off Date: [Two] [U.S. Government Securities / New York] Business Days prior to Period End Date]

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]

Reset Dates: The last day of each Calculation Period

Compounding: Inapplicable

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 executing 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]

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	_____	_____

]

[[SCHEDULE / SCHEDULE [I/II]]

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

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[[SCHEDULE / SCHEDULE [II/III]]

Calculation Period (from and including, to but excluding)	Spread (percent)
DD MMM YY to DD MMM YY	_____

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