



CONFIRMATION

Date DD-MMM-YYYY

To: _____ (“Counterparty”)
Attention: _____
Email/Facsimile _____
Number: _____

From: KeyBank National Association (“KeyBank”)

Re: Swaption Transaction (“Transaction”)
Deal# XXXXXXX / Tran# XXXXXXX

USI: XXXXXXXXXXXXXXXXXXXXXXX

Ladies and Gentlemen:

The purpose of this letter agreement is to set forth the terms and conditions of the Transaction entered into between us on the Trade Date specified below. This letter agreement constitutes a "Confirmation" as referred to in the ISDA Master Agreement specified below.

The definitions and provisions contained in the 2021 ISDA Interest Rate Derivatives Definitions (the "Definitions") as published by the International Swaps and Derivatives Association, Inc. ("ISDA") and amended from time to time, are incorporated into this Confirmation. In the event of any inconsistency between this Confirmation and the Definitions, this Confirmation will govern.

This Confirmation supplements, forms part of and is subject to, the ISDA Master Agreement dated as of [Month DD, YYYY], as amended and supplemented from time to time (the "Agreement"), between you and us. All provisions contained in the Agreement shall govern this Confirmation except as expressly modified below.

Each party represents to the other party that:

- (a) Non-Reliance. It is acting for its own account, and it has made its own independent decisions to enter into that Transaction and as to whether that Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into that Transaction, it being understood that information and explanations related to the terms and conditions of a Transaction will not be considered investment advice or a recommendation to enter into that Transaction. No communication (written or oral) received from the other party will be deemed to be an assurance or guarantee as to the expected results of that Transaction.

- (b) Assessment and Understanding. It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of that Transaction. It is also capable of assuming, and assumes, the risks of that Transaction.
- (c) Status of Parties. The other party is not acting as a fiduciary for or an adviser to it in respect of that Transaction.
- (d) Eligible Contract Participant Status. It is an “eligible contract participant”, as that term is defined in Section 1a(18) of the Commodity Exchange Act, as amended.

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

1. General Terms:

A. Swaption Terms:

Trade Date:	DD-MMM-YYYY
Option Style:	[[American],[Bermuda],[European]]
Option Buyer:	Counterparty/KeyBank
Option Seller:	KeyBank/Counterparty
Premium:	[]
Premium Payment Date:	[]
Business Days for Payments:	[[London],[New York]]
Exercise Business Days:	[[[London],[New York]]]
Calculation Agent:	As per the Agreement, or if not specified therein, KeyBank

B. Procedure for Exercise:

Expiration Date:	[]
Earliest Exercise Time:	[]
Expiration Time:	[]
Partial Exercise:	Applicable/Inapplicable
Automatic Exercise:	Applicable/Inapplicable
Fallback Exercise:	Applicable/Inapplicable

C. Settlement Terms:

Settlement:	Cash
Cash Settlement Valuation Time:	[]
Cash Settlement Valuation Date:	[]
Valuation Business Day:	London and New York
Cash Settlement Payment Date:	[]
Business Day Convention for Cash Settlement Payment Date:	[[Following],[Modified Business]] Day Convention
Cash Settlement Method:	[]
Quotation Rate:	[[Ask],[Bid],[Mid]]
Cash Settlement Reference Banks:	As defined in the Definitions

Deal# XXXXXX / Tran# XXXXXX

D. The particular terms of the underlying swap transaction to which this Swaption relates are follows:

Notional Amount: [] [USD]
Effective Date: DD-MMM-YYYY
Termination Date: DD-MMM-YYYY

Fixed Amount Details:

Fixed Rate Payer: Counterparty/KeyBank
Fixed Rate Payer
Payment Dates: [[Monthly], [Quarterly], [Annually]] on the xx, commencing on [DD-MMM-YYY] up to and including the Termination Date, subject to adjustment with the [[Following][Modified Following]]Business Day Convention
Period End Dates (if applicable): [[Monthly], [Quarterly], [Annually]] on the xx commencing DD-MMM-YYYY subject to No Adjustment
Fixed Rate: []
Fixed Rate Day
Count Fraction: []

Floating Amount Details:

Floating Rate Payer: Counterparty/KeyBank
Floating Rate Payer
Payment Dates: [[Monthly], [Quarterly], [Annually]] on the xx, commencing on [DD-MMM-YYY] up to and including the Termination Date, subject to adjustment with the [[Following][Modified Following]] Business Day Convention
Period End Dates (if applicable): [[Monthly], [Quarterly], [Annually]] on the xx commencing DD-MMM-YYYY subject to No Adjustment
Floating Rate for initial Calculation
Period including spread: []
Floating Rate Option: []
Designated Maturity: ___ Month(s)
Spread: [Plus/Minus___%][None]]
Floating Rate Day
Count Fraction: []
Reset Dates: The first day of each Floating Rate Payer Calculation

2. Account Details:

Payment Method: [Please provide]

4. Other Provisions:

Deal# XXXXXX / Tran# XXXXXX

5. Counterparty Portal Access:

KeyBank will provide access to view the daily mid-market values of your outstanding Transactions through a secured website, Key Derivatives On-line (“KDO”). Unless you notify KeyBank in writing that you do not agree to receive the daily mid-market values via KDO, you agree that KDO is an acceptable and reliable manner of disclosure.

The following individuals will receive logon information and access to KDO once this Confirmation has been executed by an authorized signer(s) and returned to KeyBank. Please provide additional names and contact information in writing as required.

<u>Name</u>	<u>Email address</u>

Please confirm the foregoing correctly sets forth the terms of our agreement by responding within two (2) Business Days by returning an executed copy of this Confirmation to the attention of Derivative Operations at Derivatives_Documents@KeyBank.com or facsimile at (216) 370-6210. Failure to respond within such period shall not affect the validity or enforceability of this Transaction, and shall be deemed to be an affirmation of the terms and conditions contained herein, absent manifest error.

Regards,

KEYBANK NATIONAL ASSOCIATION

Accepted and Confirmed as
of the Trade Date

_____ (Counterparty)

Title: Authorized Signatory

Name:
Title: