



KeyBank National Association
4900 Tiedeman Road
Mailcode OH-01-49-0333
Brooklyn, OH 44144
(216) 813-5306

Counterparty Address:

COUNTERPARTY NAME
ATTN: PARTY
COUNTERPARTY ADDRESS

Transaction Confirmation

Barrier Option Transaction: XXXXX

The purpose of this letter agreement (this "Confirmation") is to confirm that terms and conditions of the Transactions entered into between us on the Trade Date specified below ("the Transaction").

1) The definitions and provisions contained in the 1998 FX and Currency Option Definitions (the "Definitions"), as published by the International Swaps and Derivatives Association, Inc ("ISDA"), are Incorporated into this Confirmation. In the event of any inconsistency between the Definitions and this Confirmation, this Confirmation will prevail.

COUNTERPARTY and KeyBank each represents to the other that it has entered into this Transaction in reliance upon such tax, accounting, regulatory, legal and financial advice as it deems necessary and not upon any view expressed by the other.

2) The terms of the particular Transaction to which this confirmation relates are as follows

Short Call: []
Against: []
Strike: []
Buyer: COUNTERPARTY
Seller: KEYBANK NATIONAL ASSOCIATION
Option Type: BARRIER – KNOCKOUT
Option Style: [EUROPEAN]
Knock Out Level: []
Barrier Start Date: DD – MONTH NAME - YYYY
Barrier End Date: DD – MONTH NAME - YYYY
Transaction Date: DD – MONTH NAME - YYYY
Settlement Date: DD – MONTH NAME - YYYY
Expiration Date: DD – MONTH NAME - YYYY

Value Date: DD – MONTH NAME – YYYY
Calculation Agent: KEYBANK NATIONAL ASSOCIATION

Premium Received: []
For Account: KEYBANK NATIONAL ASSOCIATION
Account #: []
Bank: FEDERAL RESERVE BANK
Account #: []

Spot Rate Means for the purpose of the Barrier Provisions, the currency exchange rate at the time at which such rate is to be determined for foreign exchange transactions in the relevant Currency Pair for fair value on the spot settlement date, as determined in good faith and in commercially reasonable manner by the Calculation Agent.

Barrier Provisions (1) If the Spot Rate is, at any time from and including the Barrier Start Date to and including the Expiration Time on the Barrier End Date, less than or equal to the Knock Out Level (such event being a “Knock Out Event”), then upon the occurrence of such Knock Out Event, this Currency Option Transaction shall thereafter be exercisable in accordance with the terms hereof. In determining whether a Knock Out Event had occurred, a particular Spot Rate shall be disregarded if the Calculation Agent, acting in good faith considers that it would not be commercially reasonable to take account of it.

(2) Upon the occurrence of a Knock Out Event, the Calculation Agent shall notify the other party orally (and, if requested, shall confirm such notice in writing by email or facsimile) of the occurrence of the Knock Out Event and provide details of the occurrence of such Knock Out Event. A failure to give such notice shall not however prejudice or invalidate the occurrence of the Knock Out Event.