



**CONFIRMATION**

Date DD-MMM-YYYY

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

From: KeyBank National Association (“KeyBank”)

Re: Interest Rate Swap Transaction (“Transaction”)  
 Deal# XXXXXX / Tran# XXXXXX

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.

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- (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:**

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

**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

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Floating Rate for  
initial Calculation  
Period including spread: [            ]

Floating Rate Option: [            ], however, at no time will this rate fall below  
[            ] per annum between the Effective Date and up to  
but not including [            ].

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. Calculation Agent:**                                    As per the Agreement, or if not specified therein, KeyBank

**3. Account Details:**

Payment Method:                        [Please provide]

**4. Other Provisions:**

**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>

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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: