

Both [ ] and [ ] shall have the right to terminate this Transaction effective as of [ ] and annually thereafter (or if such a date is not a Business Day, the next succeeding Business Day) (the “**Optional Termination Date**”) on at least [ ] Business Days’ prior written notice. In the event that either party exercises its right to terminate this Transaction, [ ] and [ ] shall attempt to agree on an amount payable by one party to the other on the Optional Termination Date in respect of such termination (the “**Optional Termination Amount**”). The Optional Termination Amount shall be determined based on the value of the Transaction for its remaining term calculated using mid-market swap rates (the “**Optional Termination Rate**”) under the caption “[ ]” as quoted on [ ] Page [ ] (or its successor or replacing page, the “**Relevant Page**”) at [ ] [a.m.] [p.m.] [ ] time on the date that is [ ] Business Days preceding the Optional Termination Date (the “**Optional Determination Date**”) and a zero coupon yield curve for the purpose of discounting to present value on the Optional Termination Date. In the event rates are not published on the Relevant Page, the Calculation Agent will immediately request five (5) leading swap dealers in the interbank market (the “**Reference Banks**”) selected by the Calculation Agent in its sole discretion if not agreed by the parties as of the Trade Date to provide their mid-market swap rates, and the Optional Termination Rate shall be the arithmetic mean of the quotations obtained from the Reference Banks without regard to the quotations having the highest and the lowest values. If, notwithstanding the determination of the Optional Termination Rate in the manner described above, the parties fail to agree on the Optional Termination Amount before [ ] p.m., [ ] time, on the Optional Determination Date, the Optional Termination Amount shall be the arithmetic mean of the quotations for the value of the Transaction for its remaining Term without regard to the quotations having the highest and the lowest values, calculated based on the aforementioned calculation method of discounting to present value using a zero coupon yield curve by five (5) Reference Banks (selected by the Calculation Agent in its sole discretion) on the Optional Determination Date for value on the Optional Termination Date. The Termination Amount shall be paid by the relevant party on the Optional Termination Date, and this Transaction shall terminate on the Optional Termination Date with no further rights and obligations of either party, except for the obligation to make payment of the Termination Amount.