

[ ] and [ ] shall have the right to terminate this Transaction effective as of [ ] (the “**Optional Termination Date**”) by giving [ ] Business Days prior notice. A termination payment may be payable as agreed between [ ] and [ ]. In the event [ ] or [ ] terminates this Transaction pursuant to the foregoing, all rights, duties and obligations of [ ] and [ ] under this Transaction as of and from the Optional Termination Date are hereby terminated and [ ] and [ ] shall be fully released from all their respective rights, duties, and obligations under the Transaction, but without prejudice to any rights and obligations under the Transaction arising prior to the Optional Termination Date.