

Fax # ●

DD MMM YYYY

COUNTERPARTY

ADDRESS

Attention: ●

Re: **Swaption** Transaction maturing **DD MMM YYYY** FOR **USD** ●

(Our Ref. No. ● / ●)

Dear Sir or Madam:

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

The definitions and provisions contained in the 2006 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc.) are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern.

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

2. The Transaction to which this Confirmation relates is a Swaption, the terms of which are as follows:-

Trade Date: **DD MMM YYYY**

Seller: **ROYAL BANK OF CANADA**

Buyer: **COUNTERPARTY**

Premium: **USD** ●

Premium Payment Date: **DD MMM YYYY**

Premium Business Day: **London, New York**

Procedure for Exercise:

Option Style: **EUROPEAN**
Exercise Date: **DD MMM YYYY**
Exercise Time: **Verbal notice by telephone by the Buyer to the Seller between 9:00AM and 11:00AM New York time on the Exercise Date, to be followed by written confirmation.**
Exercise Business Day: **London, New York**

Settlement Terms:

Settlement: **CASH/PHYSICAL**

3. The particular terms of the underlying Swap Transaction to which this Swaption relates are as follows:

NOTIONAL Amount: **USD ●**

Trade Date: **DD MMM YYYY**

Effective Date: **DD MMM YYYY**

Termination Date: **DD MMM YYYY**

Subject to adjustment in accordance with the Modified Following Business Day Convention.

Fixed Amounts:

Fixed Rate Payer: **ROYAL BANK OF CANADA**

Fixed Rate Payer Payment Dates: ***MONTHLY/QUARTERLY/SEMI-ANNUALLY/ANNUALLY* commencing on DD MMM YYYY subject to adjustment in accordance with the Modified Following Business Day Convention and there will be an adjustment to the Calculation Period.**

Fixed Rate: **● percent**

Fixed Rate Day Count Fraction: **30/360**

Business Day Payments: **London, New York**

Floating Amounts:

Floating Rate Payer: **COUNTERPARTY**

Spread **● percent**

Floating Rate Payer Payment Dates: ***MONTHLY/QUARTERLY/SEMI-ANNUALLY/ANNUALLY***
**commencing on DD MMM YYYY subject to adjustment in
accordance with the Modified Following Business Day
Convention and there will be an adjustment to the Calculation
Period.**

Floating Rate for initial Period: **To be determined (Exclusive of Spread)**

Floating Rate Option: **USD-LIBOR-BBA**

Designated Maturity: **3MONTH**

Floating Rate Day Count Fraction: **Actual/360**

Reset Dates: **The first day of each Compounding Period**

Compounding: **Not Applicable.**

Business Day (for Payments): **London, New York**

Business Day (for Rate Resets): **London**

3. Account Details

Payments to **ROYAL BANK OF CANADA** **CHASUS33**
JPMORGAN CHASE BANK N.A. NEW YORK USA
Account #: 001-1-153004
ROYCCAT3IMM

Payments to **COUNTERPARTY** **Please Advise**

4. Offices:

(a) The Office of **COUNTERPARTY** for the Transaction is: **CITY**

(b) The Office of **ROYAL BANK OF CANADA** for the Transaction is: **TORONTO**

5. Other.

Not applicable.

This Confirmation may be executed and delivered in counterparts (including by facsimile transmission) or be created by an exchange of telexes or by an exchange of electronic messages on an electronic messaging system, which in each case upon your confirmation in the manner prescribed hereunder, will be deemed for all purposes to be a legally binding transaction.

Please confirm that the foregoing correctly sets forth the terms of our agreement by signing in the space provided below and returning same to us by facsimile transmission, or send to us within two (2) Business Days a letter by facsimile transmission or telex or electronic messaging system similar to this letter which sets forth the material terms of the foregoing Transaction to which this Confirmation relates and which indicates your agreement to those terms.

Royal Bank of Canada confirms, and **COUNTERPARTY**, that this Confirmation has been executed by Royal Bank of Canada by means of a computer-based system and that such execution shall have the same legal effect as if a signature had been manually written on such Confirmation and that such Confirmation shall be deemed to have been signed by Royal Bank of Canada for the purposes of any statute or rule of law that requires such Confirmation to be signed. The parties acknowledge that in any legal proceedings between them respecting or in any way relating to this Confirmation, each party expressly waives any right to raise any defense or waiver of liability based upon the execution of this Confirmation by Royal Bank of Canada by means of an electronically-produced signature.

Telephone No.: **416-842-●**

Facsimile No.: **416-842-●**

Yours sincerely,

Confirmed as of the date first written:

For and on behalf of

For and on behalf of

ROYAL BANK OF CANADA

COUNTERPARTY

By: *Not Applicable.*

By: _____

Authorized signature

Authorized signature