**MATURITY EXTENSION LETTER**

Maturity Extension Letter

**[ISSUER’S LETTERHEAD]**

**[Date]**

**The Depository Trust Company**

**55 Water Street,**

**New York, NY 10041**

**Attention: General Counsel’s Office, 22nd floor**

Re: [Describe Revision(s) under Governing Documents] Dear Sir/Madam:

[Insert Name of Issuer] ("Issuer") is authorized to make the changes detailed below (the “Revisions”) under the [list constituent documents, e.g., Indenture] (the “Governing Documents”) with regard to the [describe issue, including CUSIP number] (the “Securities”). Issuer hereby represents that it has obtained all necessary consents, authorizations or the like to make the Revisions from the holders of the Securities under the Governing Documents.

Issuer hereby instructs The Depository Trust Company ("DTC") to reflect the Revisions to the Securities on its records with respect to the Securities, as referenced herein. Issuer hereby agrees to indemnify and defend DTC and Cede & Co., the nominee of DTC, and each of their respective subsidiaries and affiliates, officers, directors, employees, agents and attorneys (each an “Indemnitee”, collectively the "Indemnitees") against, and hold any Indemnitee harmless from, any Losses1 and Legal Actions2 suffered or incurred by any Indemnitee resulting from, relating to, arising out of or in connection with these instructions. By way of example but not by way of limitation, this indemnity applies to Legal Actions between and/or among the Issuer, agents and/or any Indemnitee and any Legal Action of any third party against or including any of the Indemnitees.

Issuer requests the following changes be reflected on DTC’ records: [provide detail of all changes below] Maturity Date Revision [from/to]]

[Any other related changes should be listed here as well.] Very truly yours,

[Name and Title of Signer]

1 “Losses” means and includes all losses, liabilities, damages, judgments, payments, obligations, costs and expenses (including, without limitation, any costs of investigation and legal fees and expenses incurred in connection with, resulting from, relating to, arising out of or in connection with these instructions), regardless of whether or not any liability, payment, obligation or judgment is ultimately imposed against any Indemnitee.

2 “Legal Action” means and includes any claim, counterclaim, demand, action, suit, countersuit, arbitration, inquiry, proceeding or investigation before any federal, state or foreign court or other tribunal or authority, or any investigative or regulatory agency or self-regulatory organization.

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