EXHIBIT II-C
to 2006 ISDA Definitions

Additional Provisions for a
Confirmation of a Swap Transaction
that is a Forward Rate Agreement

[See Exhibit I for the introduction, standard paragraphs and closing for the Confirmation.]

1.   The terms of the particular Swap Transaction to which this Confirmation relates are as follows:

Notional Amount: [   ]

Trade Date: [   ]

Effective Date: [   ]

Termination Date: [   ] [, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Business Day Convention][16]

Fixed Rate Payer: [Party A/B]

Fixed Rate: [   ]

Floating Rate Payer: [Party B/A]

Payment Date(s):   [   ] Business Days following each Reset Date [, subject to adjustment in accordance with the [Following/Modified Following/Preceding] Business Day Convention][17]

Floating Rate Option: [   ]

Designated Maturity: [   ]

Spread: [Plus/Minus   %] [None]

Floating Rate Day Count Fraction: [   ]

---

[15]   If the Calculation Agent is a third party, the parties may wish to consider any documentation necessary to confirm its undertaking to act in that capacity.

[16]   If the parties want to provide that the Termination Date will be adjusted in accordance with a Business Day Convention (and, accordingly, that the final Calculation Period will be shortened or lengthened), the appropriate Business Day Convention must be specified.

[17]   Bracketed language is not necessary if Payment Date(s) are to be adjusted in accordance with the Modified Following Business Day Convention, as provided in the 2006 ISDA Definitions.

115