

## Generic Swap Agreement

TO: ABC Company

FROM: Bank of America, N.A.  
233 South Wacker Drive - Suite 2800  
Chicago, Illinois 60606

Date: 01NOV00

The purpose of this letter agreement is to confirm the terms and conditions of the Transaction entered into between ABC Company and Bank of America, N.A. (each a "party" and together "the parties") on the Trade Date specified below (the "Transaction"). This letter agreement constitutes a "Confirmation" as referred to in the ISDA Master Agreement specified in paragraph 1 below (the "Agreement").

The definitions and provisions contained in the 1991 ISDA Definitions (as supplemented by the 1998 Supplement), as published by the International Swaps and Derivatives Association, Inc., (the "Definitions") are incorporated into this Confirmation. In the event of any inconsistency between the Definitions and this Confirmation, this Confirmation will govern. Without prejudice to the foregoing, references in this Confirmation to the Transaction shall for the purposes of the Definitions mean the Swap Transaction.

1. This Confirmation supplements, forms part of, and is subject to, the ISDA Master Agreement dated as of Jul 13 1998, as amended and supplemented from time to time, between the parties. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

In this Confirmation "Party A" means Bank of America, N.A. and "Party B" means ABC Company.

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

Notional Amount:	USD 25,000,000.00
Trade Date:	27OCT00
Effective Date:	01NOV00
Termination Date:	03NOV03, subject to adjustment in accordance with the Modified Following Business Day Convention.
Fixed Amounts:	

Fixed Rate Payer:	Party B
Fixed Rate Payer Payment Dates:	The 1st of each February, May, August and November, commencing 01FEB01 and ending 03NOV03, subject to adjustment in accordance with the Modified Following Business Day Convention.
Fixed Rate:	6.32000%
Fixed Rate Day Count Fraction:	Actual/360
Floating Amounts:	
Floating Rate Payer:	Party A
Floating Rate Payer Payment Dates:	The 1st of each February, May, August and November , commencing 01FEB01 and ending 03NOV03 , subject to adjustment in accordance with the Modified Following Business Day Convention.
Floating Rate for initial Calculation Period:	TO BE SET
Floating Rate Option:	USD-LIBOR-BBA
Designated Maturity:	3 Month
Spread:	None
Floating Rate Day Count Fraction:	Actual/360
Reset Dates:	The first day of each Calculation Period
Compounding:	Inapplicable

Business Days: New York, London

Calculation Agent: Party A

3. Recording of Conversations:

Each party to this Transaction acknowledges and agrees to the tape recording of conversations between the parties to this Transaction whether by one or other or both of the parties or their agents, and that any such tape recordings may be submitted in evidence in any Proceedings relating to the Agreement and/or this Transaction.

4. Account Details:

Account for payments to Party A:

USD  
NAME: BANK OF AMERICA NA  
CITY: NEW YORK  
ABA #:   
ATTN: BOFAUS3N  
NAME: BANK OF AMERICA NA  
CITY: CHARLOTTE  
ACCT:   
ATTN: RATE DERIVATIVE SETTLEMENTS

Account for payments to Party B:

USD  
NAME: BANK OF AMERICA  
ABA #: TX  
NAME: ABC Company  
ACCT:

5. Offices:

The Office of Party A for this  
Transaction is: Charlotte, NC

The Office of Party B for this  
Transaction is: North Carolina, USA

Credit Support Document: As per Agreement (and Credit Support Annex if applicable).

Please confirm that the foregoing correctly sets forth the terms and conditions of our agreement by responding within three (3) Business Days by returning via telecopier an executed copy of this Confirmation to the attention of Global Derivative Operations.

Failure to respond within such period shall not affect the validity or enforceability of this Transaction, and shall be deemed to be an affirmation of the terms and conditions contained herein, absent manifest error.

Yours Sincerely,

Bank of America, N.A.

<<DRAFT

Authorized Signatory

Accepted and confirmed as of the date first written:

ABC Company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Note: This generic contract has no mention of collateral. A collateral requirement would be firm specific (i.e. required of some customer and not of others). The collateral requirement would be contained in a separate credit contract or addendum.