



**CONFIRMATION OF COMMODITY SWAP  
CASH SETTLED**

**To:** \_\_\_\_\_ (“Counterparty”)

**Legal Entity Identifier (LEI):** \_\_\_\_\_

**Attention:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**From:** Wells Fargo Bank, N.A. (“Wells Fargo”)

**Legal Entity Identifier (LEI):** KB1H1DSPRFMYMCUFXT09

**Phone:** 704-410-5111

**Fax:** 1-844-879-8056

**Email:** inboundconfirms1@wellsfargo.com

**Wells Fargo Ref. No:** \_\_\_\_\_

**USI/UTI:** \_\_\_\_\_

**Swap Data Repository:** ICE Trade Vault, LLC

**Date:** MMMM DD, YYYY

Dear Sir or Madam:

This confirms the terms and conditions of the Transaction described below entered into between Counterparty and Wells Fargo on the Trade Date specified below (the “Transaction”) and constitutes a “Confirmation” as referred to in the ISDA Master Agreement specified below. The definitions and provisions contained in the 2005 ISDA Commodity 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. The terms of the particular Transaction to which the Confirmation relates are as follows:

Wells Fargo Ref. No: \_\_\_\_\_

Trade Date: MMMM DD, YYYY

Term:

Effective Date: MMMM DD, YYYY

Termination Date: MMMM DD, YYYY

Commodities: As per the Commodity Reference Price

Total Notional Quantity: \_\_\_\_\_

Notional Quantity per  
Calculation Period: \_\_\_\_\_

Calculation Period(s): [Each calendar month, from and including the Effective Date to and including the Termination Date. / As per Schedule I attached hereto.]

Payment Date(s): The [10th calendar day] following the last [calendar date / Pricing Date] of each Calculation Period

Floating Amount Details I

Floating Price Payer I: [Counterparty / Wells Fargo]

Commodity Reference Price I: [Commodity Reference Price]

Specified Price: [Specified Price]

Pricing Date(s): [Pricing Date]

Delivery Date: [Delivery Date]

Floating Amount Details II:

Floating Price Payer II: [Wells Fargo / Counterparty]

[Floating Price II: The [sum / difference] of (i) Commodity Reference Price II [plus / minus] (ii) USD \_\_\_\_\_]

Commodity Reference Price II: [Commodity Reference Price]

Specified Price: [Specified Price]

Pricing Date(s): [Pricing Date]

Wells Fargo Ref. No: \_\_\_\_\_

Delivery Date:	[Delivery Date]
Business Day:	[New York]
Common Pricing:	[Applicable / Not applicable]
Disruption Fallback(s):	1) Negotiated Fallback 2) Calculation Agent Determination]

2. Rounding:

All amounts resulting from the calculation of the Floating Price(s) shall be rounded to the nearest [\_\_\_\_\_] decimal places.

3. The additional provisions of this Confirmation are as follows:

Calculation Agent: Per the ISDA Master Agreement, or if not specified, Wells Fargo

Payment Instructions: Wells Fargo: Please contact us for payment instructions

Counterparty: Per your standing payment instructions or debit authorization if provided to Wells Fargo, as relevant. If not provided, please contact us in order for payment to be made

Wells Fargo Contacts: Settlement and/or Rate Resets:  
Phone: 1-800-249-3865  
Fax: 844-879-6752

Collateral:  
Phone: 704-410-9218  
Fax: 704-410-8515  
Email: WellsFargoCollateralManagement@WellsFargo.com

Please quote transaction reference number.

Eligibility:

Each party represents that it is an "eligible contract participant" within the meaning of the Commodity Exchange Act (7 U.S.C. § 1 et seq), as amended by the Dodd Frank Wall Street Reform and Consumer Protection Act and as modified by 17 C.F.R. § 1.3. The ISDA Non-ECP Guarantor Exclusionary Terms available here: <https://www.isda.org/a/OviDE/27666729-2-isdanon-ecpexclusionaryterms.pdf> ("Exclusionary Terms") are incorporated by reference in this Confirmation and apply to the entry into this Transaction by the parties within the meaning of §2(e) of the Commodity Exchange Act. For the avoidance of doubt, the Exclusionary Terms will not apply, in respect of any guarantor, to any unwind, termination, transfer or other disposition of this Transaction, whether in whole or in part, to the extent this Transaction is lawfully guaranteed by such guarantor, whether or not such guarantor is an ECP (as defined in the Exclusionary Terms) when such unwind, termination, transfer or other disposition is agreed or effected.

Documentation:

This Confirmation supplements, forms part of, and is subject to, the ISDA Master Agreement between Wells Fargo and Counterparty dated as of MMMM DD, YYYY, as amended and supplemented from time to time (the "ISDA Master Agreement"). All provisions contained or incorporated by reference in the ISDA Master Agreement will govern this Confirmation except as expressly modified herein.

Please confirm that the foregoing correctly sets forth the terms of our agreement by having your authorized signatory execute a copy of this Confirmation and returning it to us [or by sending to us a letter substantially similar to this letter, which letter sets forth the material terms of the Transaction to which this Confirmation relates and indicates your agreement to those terms].

Very truly yours,  
Wells Fargo Bank, N.A.

By: \_\_\_\_\_  
Name: Mark Silke  
Title: Authorized Signatory

Accepted and confirmed as of date first written above:

\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

**[SCHEDULE I**  
Amortization Schedule for \_\_\_\_\_

<b>Calculation Period</b> (from and including to but excluding)	<b>USD Notional Amount</b>	<b>USD Notional Adjustment</b> (at end of period)
DD MMM YY to DD MMM YY	_____	_____

]