



**CONFIRMATION OF TERMINATION
OF COMMODITY TRANSACTION**

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:

Reference is made to that certain Transaction with a Wells Fargo reference number of _____, a Trade Date of MMMM DD, YYYY, an Effective Date of MMMM DD, YYYY and a Termination Date of MMMM DD, YYYY (“Reference Transaction”), which Reference Transaction is evidenced by a Confirmation between Wells Fargo and the Counterparty (as the same may have been amended or modified prior to the date hereof, the “Reference Confirmation”).

The purpose of this letter agreement is to confirm that, as of MMMM DD, YYYY (the “Unwind Date”), the parties have terminated the Reference Transaction (the “Agreed Unwind”), together with their remaining obligations to make any further payments under the Reference Transaction for any future Payment Date

Wells Fargo Ref. No: _____

occurring after the Unwind Date as described in the Reference Confirmation, pursuant to an EFR Transaction and subject to any Termination Fee as provided below. The obligation of either party to make any payment under the Reference Transaction for any Payment Date occurring on or prior to the Unwind Date (including overdue interest thereon, whether accruing before or after the Unwind Date) shall survive such termination, and any such payment has not been included in any such Termination Fee.

The Agreed Unwind comprises the OTC swap/risk transaction component of an exchange of futures for risk transaction entered into between Wells Fargo and Counterparty on the Unwind Date pursuant to the rules of the relevant futures exchange whereby the parties agree to enter into two discrete, but related simultaneous transactions, the Agreed Unwind and the exchange of one or more futures contracts (collectively, the "EFR Transaction"). This EFR Transaction shall be subject to the rules and regulations governing EFR transactions promulgated by the relevant futures exchange.

At Counterparty's request, the parties have agreed to the Agreed Unwind as of the Unwind Date in consideration for the simultaneous exchange of futures contracts (described below) pursuant to the EFR Transaction.

[IF UNWIND FEE: The parties agree that the Termination Fee payable hereunder is the net value after offsetting the value to either party of such Agreed Unwind by [Wells Fargo's / Counterparty's] obligation to pay the Price of Futures Contracts for the Quantity of Futures Contracts described below, pursuant to the EFR Transaction. Accordingly, neither party shall be obligated to pay to the other the Price of Futures Contracts for the exchange of the Futures Contracts described below nor any other amount in respect of the Agreed Unwind other than the Termination Fee.]

[IF NO UNWIND FEE: The parties agree that the value to either party of such Agreed Unwind (the "Termination Fee") has been offset to zero cost by [Wells Fargo's / Counterparty's] obligation to pay the Price of Futures Contracts for the Quantity of Futures Contracts described below. Accordingly, neither party shall be obligated to pay to the other (i) a Termination Fee for the Agreed Unwind nor (ii) the Price of Futures Contracts for the exchange of the Futures Contracts described below.]

[IF UNWIND FEE: In consideration of the EFR Transaction, the following Termination Fee shall be paid:

Termination Fee: USD _____

Payable by: [Counterparty / Wells Fargo]

Due date: MMMM DD, YYYY]

Exchange for Risk: On the Unwind Date, [Wells Fargo/Counterparty] will buy from [Counterparty/Wells Fargo], and [Counterparty/Wells Fargo] shall sell to [Wells Fargo/Counterparty], the Quantity of Futures Contracts. The price for such Futures Contracts shall be the Price of Futures Contracts specified below (provided that the obligation of [Wells Fargo/Counterparty] to pay [Counterparty/Wells Fargo] the Price of Futures Contracts shall be offset to zero by the obligation of [Counterparty/Wells Fargo] to pay [Wells Fargo/Counterparty] the Termination Fee).

Futures Contracts: [CME May 2017 Soybean Futures / _____]

Quantity of Futures Contracts: _____

Price of Futures Contracts: USD _____ per [bushel / unit]

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 is a binding and complete contract between the parties, provided that if the Reference Transaction was governed by a master agreement (however described) between the parties ("Master Agreement"), this Confirmation is a Confirmation under the Master Agreement and supplements, forms part of and will be governed by the Master Agreement. Interest shall be payable on demand on any overdue amount of the Termination Fee as specified in the Master Agreement, or if a Master Agreement does not exist, at a rate per annum equal to the Bank Prime Loan rate in effect for each day the amount remains unpaid as published in N.Y. Federal Reserve Statistical Release H.15 (519) for that day (computed on a 360-day year basis for the actual number of days elapsed). Unless otherwise provided in the Master Agreement, this Confirmation is governed by the law (and not the law of conflicts) of the State of New York.

Wells Fargo Ref. No: _____

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.

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: