



CONFIRMATION 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:

The purpose of this letter agreement is to confirm the terms and conditions of an OTC swap transaction entered into between Wells Fargo and Counterparty on the Trade Date specified below (“Transaction”) and constitutes a “Confirmation” as referred to in the ISDA Master Agreement specified below. The Transaction comprises the OTC swap/risk transaction component of an exchange of futures for risk (“EFR”) transaction entered into between Wells Fargo and Counterparty on the Trade Date pursuant to the rules of the relevant futures exchange whereby we agree to enter into two discrete, but related simultaneous transactions, each in consideration of the other, the Transaction 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

Wells Fargo Ref. No: _____

The definitions and provisions contained in the 2005 ISDA Commodity Definitions (as published by the International Swaps and Derivatives Association, Inc. ("ISDA"), the "Commodity Definitions") and the [2006 ISDA Definitions (the "2006 Definitions") / 2021 ISDA Interest Rates Derivatives Definitions (the "2021 ISDA Definitions")], are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern for purposes of this Transaction.

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

Trade Date: MMMM DD, YYYY

Terms:

Effective Date: MMMM DD, YYYY

Termination Date: MMMM DD, YYYY

Commodity: 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.

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

Fixed Amount Details:

Fixed Price Payer: [Counterparty / Wells Fargo]

Fixed Price: [USD] _____ per [unit]

Floating Amount Details:

Floating Price Payer: [Wells Fargo / Counterparty]

Commodity Reference Price: [Commodity Reference Price]

Specified Price: [Specified Price]

Pricing Date(s): [Pricing Date]

Delivery Date: [Delivery Date]

Business Day: [New York]

Disruption Fallback(s): 1) Negotiated Fallback
2) Calculation Agent Determination]

Exchange for Risk: The Transaction evidenced by this Confirmation is related to an EFR Transaction. On the trade Date: (A) the parties shall enter into the Transaction above; and, as a discrete but related simultaneous transaction (B) the Floating Price Payer will buy from the Fixed Price Payer, and the Fixed Price Payer shall sell to the Floating Price Payer, the Quantity of Futures Contracts at the Price of Futures Contract specified below.

Future Contract: [_____] Futures

Quantity of Futures Contract: [_____]

Price of Futures Contract: USD [_____] per [unit]

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:

Wells Fargo Ref. No: _____

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: