



**CONFIRMATION OF COMMODITY OPTION  
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

Commodity: As per the Commodity Reference Price

Total Notional Quantity: \_\_\_\_\_ [bbl, lb, or other volume unit]

Notional Quantity per Calculation Period: \_\_\_\_\_ [bbl, lb, or other volume unit] [per each day of each Calculation Period.]

Calculation Period(s): [Each calendar month, from and including the Effective Date to and including the Termination Date.]

Put Buyer/Call Seller: [Counterparty / Wells Fargo]

Put Seller/Call Buyer: [Wells Fargo / Counterparty]

Option Style: [European / Bermudan / Asian]

Transaction Type: [Costless] Collar

Total Premium: [[USD] \_\_\_\_\_ / Inapplicable]

[Premium Payer: [Counterparty / Wells Fargo]]

[Premium Payment Date: MMMM DD, YYYY]

Commodity Reference Price: [Commodity Reference Price]

Specified Price: [Specified Price]

Pricing Date(s): [Pricing Date]

Delivery Date: [Delivery Date]

Call Strike Price: [USD] \_\_\_\_\_ per [unit]

Put Strike Price: [USD] \_\_\_\_\_ per [unit]

Procedure for Exercise:

Expiration Date(s): In respect of a Calculation Period, the Expiration Date is the last Pricing Date for the relevant Calculation Period.

Automatic Exercise:	Applicable
Cash Settlement:	Applicable
Cash Settlement Amount:	The following amounts shall be payable with respect to each Calculation Period:  If the Floating Price for a Calculation Period is greater than the Call Strike Price, then the Call Seller shall pay to the Call Buyer on the Settlement Date of that Calculation Period an amount equal to the product of (i) the difference between such Floating Price and the Call Strike Price, times (ii) the [Call] Notional Quantity for that Calculation Period.  If the Floating Price for a Calculation Period is less than the Put Strike Price, then the Put Seller shall pay to the Put Buyer on the Settlement Date of that Calculation Period an amount equal to the product of (i) the absolute value of the difference between the Put Strike Price and the Floating Price, times (ii) the [Put] Notional Quantity for that Calculation Period.
Payment Date(s):	The [10th calendar day] following the last [calendar date / Pricing Date] of each Calculation Period
Business Day:	[New York]
Disruption Fallbacks(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:

<u>Calculation Agent:</u>	Per the ISDA Master Agreement, or if not specified, Wells Fargo
<u>Payment Instructions:</u>	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
<u>Wells Fargo Contacts:</u>	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.

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 [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: