



CONFIRMATION

Date: DD-MMM-YYYY

To: _____ (“Counterparty”)
 Attention: _____
 Email/Facsimile _____
 Number: _____

From: KeyBank National Association (“KeyBank”)

Re: Commodity Swap Transaction (“Transaction”)
 Deal # XXXXXX/ Tran# XXXXXX

USI: XXXXXXXXXXXXXXXXXXXXXXX

Ladies and Gentlemen:

The purpose of this letter agreement is to set forth the terms and conditions of the Transaction entered into between us on the Trade Date specified below. This letter agreement constitutes a "Confirmation" as referred to in the ISDA Master Agreement specified below.

The definitions and provisions contained in the 2005 ISDA Commodity Definitions (the "2005 Definitions"), and in the 2021 ISDA Interest Rate Derivatives Definitions (the "2021 Definitions"), and any supplements or amendments thereto (each as published by the International Swaps and Derivatives Association, Inc.), are incorporated into this Confirmation. In the event of any inconsistency between the 2005 Definitions and the 2021 Definitions, the 2005 Definitions will govern, and in the event of any inconsistency between the 2005 Definitions and this Confirmation, this Confirmation will govern.

This Confirmation supplements, forms part of, and is subject to, the ISDA Master Agreement dated as of [Month DD, YYYY], as amended and supplemented from time to time (the "Agreement"), between you and us. All provisions contained in the Agreement shall govern this Confirmation except as expressly modified below.

KeyBank and Counterparty each hereby represent to the other that:

- (a) Non-Reliance. It is acting for its own account, and it has made its own independent decisions to enter into this Transaction and as to whether this Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into this Transaction, it being understood that information and explanations related to the terms and conditions of a Transaction will not be considered investment advice or a recommendation to enter into this Transaction. No communication (written or oral) received from the other party will be deemed to be an assurance or guarantee as to the expected results of this Transaction.
- (b) Assessment and Understanding. It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Transaction. It is also capable of assuming, and assumes, the risks of this Transaction.
- (c) Status of Parties. The other party is not acting as a fiduciary for or an adviser to it in respect of this Transaction.

- (d) Eligible Contract Participant Status. It is an “eligible contract participant”, as that term is defined in Section 1a(18) of the Commodity Exchange Act, as amended, and the applicable regulations related thereto.

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

1. General Terms:

Trade Date: DD-MMM-YYYY
Effective Date: DD-MMM-YYYY
Termination Date: DD-MMM-YYYY

Commodity: As per Commodity Reference Price
Calculation Period: []
Total Notional Quantity: []
Notional Quantity per
Calculation Period: []

Business Day: []

Option Style: [[Asian] [Bermuda] [European] [American]]
Option Type: [Call]

Commodity Option Buyer: KeyBank/Counterparty
Commodity Option Seller: KeyBank/Counterparty
Floating Price: []
Commodity Reference Price: []
Specified Price: []
Pricing Date: []
Strike Price per Unit: []
Total Premium: []
Premium Payment Date: []

Procedure for Exercise:

Expiration Date: The last Pricing Date for the relevant Calculation Period
Automatic Exercise: Applicable

Cash Settlement Terms:

Cash Settlement: Applicable
Settlement Date(s): The xx Business Day following each Expiration Date

2. Calculation Agent: As per the Agreement, or if not specified therein, KeyBank

3. Account Details:

Payment Method: Please provide

4. Other Provisions: [None]

5. Counterparty Portal Access:

KeyBank will provide access to view the daily mid-market marks of your outstanding Transactions through a secured website, Key Derivatives On-line (“KDO”). Unless you notify KeyBank in writing that you do not agree to receive the daily mid-market marks via KDO, you agree that KDO is an acceptable and reliable manner of disclosure.

The following individuals will receive logon information and access to KDO once the Confirmation has been executed by an authorized signer(s) and returned to KeyBank. Please provide additional names and contact information in writing as required.

<u>Name</u>	<u>Email Address</u>

Please confirm that the foregoing correctly set forth the terms and conditions of our agreement by responding within two (2) Business Days by returning an executed copy of this Confirmation to the attention of Derivatives Operations at Derivatives_Documents@KeyBank.com or facsimile at (216) 370-9409. 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.

Regards,
KeyBank National Association

By:

Accepted and confirmed as
of the date first written:

(Counterparty)

By:

Name: (Authorized Representative)

Name:
Title: