## CONFIRMATION

To: Party B

From: Party A

Re: S&P GSCI Lean Hogs Excess Return Swap

Transaction Reference Number:

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

The definitions and provisions contained in the 2006 ISDA Definitions and the 2005 ISDA Commodity Definitions (the "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.

This Confirmation supplements, forms a part of, and is subject to, the ISDA Master Agreement dated as of October 04, 2000 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.

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

General Terms:

Trade Date:

Commodity: S&P GSCI Lean Hogs Index Excess Return

Effective Date:

Termination Date: , subject to adjustment in accordance with the Modified Following Business Day

Convention.

**Initial Notional Amount:** 

Notional Amount: The Initial Notional Amount for the initial Calculation Period; and for each Calculation Period thereafter, the Notional Amount shall be determined as follows:

 $N_{(PD-1)}$  \* (1 + Commodity Index Return<sub>PD</sub>)

Where;

"N(PD-1)" means the Notional Amount for the immediately preceding Calculation Period.

"Commodity Index Return<sub>PD</sub>" means an amount determined as follows:

$$\frac{I_{(PD)}}{I_{(PD-1)}} - 1$$

Where;

"I(PD)" means the Specified Price as of the Valuation Dates.

"I<sub>(PD-1)</sub>" means the Specified Price as of the immediately preceding Pricing Date; and with respect to the initial Calculation Period, the Specified Price as of the Effective Date.

 $I_{(PD-1)}$  for the initial Calculation Period shall be equal to XXX

Pricing Date: Each Commodity Business Day during the Calculation Period, subject to adjustment in accordance with the Business Day Convention

Valuation Date: Each Reset Date

Reset Date(s): As per Annex A

Calculation Period: With regard to the initial Calculation Period, from but excluding the Effective Date up to and including the first Reset Date (subject to a Market Disruption Event). With regard to any subsequent Calculation Periods, from but excluding the applicable Reset Date up to and including the following applicable Reset Date (subject to a Market Disruption Event)

Payment Date(s): Two (2) Business Days following the Reset Date (As per Annex A), subject to adjustment in accordance with the Business Day Convention

Commodity Reference Price: Shall mean the closing level on the S&P GSCI Lean Hogs Index Excess Return stated in U.S. Dollars as published by Standard & Poors (the "Index Sponsor") or its successor and displayed on Reuters Page: ".SPGCHLP"

In the event any of the underlying futures contracts that make up this index close limit up or limit down, the official close of the index on the strike date will be adjusted by the next "good" close of the future or futures in question.

Fee Details:

Fee Payer: Counterparty

Fee: Notional Amount \* xxx% x Number of calendar days in the Calculation

Period/365

Fee Payment Date: Two (2) business Days following the Reset Date(s) (As per Annex A), subject to

adjustment in accordance with the Business Day Convention

Cash Settlement Terms:

Cash Settlement: Applicable

Settlement Currency: USD

Cash Settlement Amount: CGML shall pay the Counterparty an amount in the Settlement Currency as determined by the Calculation Agent in respect to the following formula:

Notional Amount 
$$\times \left(\frac{Index_{final}}{Index_{initial}} - 1\right)$$

For the avoidance of doubt, if the outcome of the Cash Settlement Amount is negative, the Counterparty shall pay CGML an amount as determined in the above formula.

Where:

 $Index_{\it final}$  = Commodity Reference Price on the Reset Date

 $Index_{initial}$  = means the Specified Price as of the immediately preceding Reset Date; and with respect to the initial Calculation Period, the Specified Price as of the Effective Date.

Calculation Agent: As per the Agreement

Market Disruption:

Underlying Contract: Any underlying Futures Contract included in the Commodity

Reference Price.

Market Disruption Events: Section 7.4(c) of the Definitions shall apply.

Disruption Fallback: The Commodity Reference Price shall be determined as follows:

(i) With respect to each Underlying Contract included in the Commodity Reference Price which is not affected by a Market Disruption Event, Commodity Reference Price will be based on the settlement price of such contract on the applicable determination date.

(ii) With respect to each Underlying Contract which is affected by a Market Disruption Event ("Affected Underlying Contract"), Commodity Reference Price will be based on the closing prices of each such contract on the next good Commodity Business Day following the applicable determination date on which no Market Disruption Event has occurred with respect to such contract provided that such date is no later than five Commodity Business Days after such determination date, in which event the price of each such Affected Underlying Contract to be used in calculating the Commodity Index shall be determined in good

faith by the Calculation Agent in a commercially reasonable manner on the sixth Commodity Business Day following such determination date.

The Calculation Agent shall determine Commodity Reference Price by reference to the settlement prices as provided for by the above paragraphs using the then-current method for calculating the Commodity Reference Price.

Adjustments to the Index: If the Commodity Index is permanently cancelled or is not calculated and announced by the Index Sponsor but is (i) calculated and announced by a successor sponsor (the "Successor Sponsor") acceptable to the Calculation Agent, and/or (ii) replaced by a successor index (the "Successor Index") using, in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of the Commodity Index, then the Commodity Index will be deemed to be the index so calculated and announced by that Successor Sponsor and/or that Successor Index, as the case may be. The Calculation Agent shall inform Counterparty promptly after the Calculation Agent determines that the Commodity Index will be deemed to be the index so calculated and announced by that Successor Sponsor and/or that Successor Index, as the case may be.

Business Days: New York

Business Day Convention: Following

Commodity Business Day: Shall mean a day when the Commodity Reference Price is published or would have been published by the Index Sponsor but for the occurrence of a Market Disruption Event.

Commodity Business Day Convention: Following

## ANNEX A

Reset Date (s)	Payment Date (s)
16-Apr-12	18-Apr-12
14-May-12	16-May-12
14-Jun-12	18-Jun-12
16-Jul-12	18-Jul-12
14-Aug-12	16-Aug-12
17-Sep-12	19-Sep-12

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