tullett prebon

July 27, 2018

By CFTC Portal

Mr. Christopher J. Kirkpatrick
Office of the Secretariat
Commodity Futures Trading Commission
Three Lafayette Centre
1155 21st Street, N.W.
Washington, D.C. 20581

Re: *tpSEF Inc. – Regulation 40.2 Certification of Fixed for Floating Agricultural Swap Contracts – Cheese (tpSEF Submission #18-24P)*

Dear Mr. Kirkpatrick:

tpSEF Inc. ("tpSEF") hereby notifies the Commodity Futures Trading Commission (the "Commission") of its intent to list Fixed for Floating Agricultural Swap Contracts – Cheese (the "Contracts") on tpSEF's swap execution facility. tpSEF intends to list the Contracts on July 31, 2018.

Pursuant to Commission Regulation 40.2, this submission includes:

  i.   The intended listing date – July 31, 2018;

  ii. A certification by tpSEF that: (a) the Contracts comply with the Commodity Exchange Act, as amended, and the Commission regulations thereunder; and (b) concurrent with this submission, tpSEF posted on its website: (i) a notice of pending certification of the Contracts, and (ii) a copy of this submission, attached as Exhibit A;

  iii. The terms and conditions of the Contracts, attached as Exhibit B; and

  iv. An explanation and analysis of the Contracts' compliance with applicable core principles and Commission regulations, attached as Exhibit C.

tpSEF is listing the Contracts by virtue of updating the terms and conditions of Agricultural Swaps submitted to the Commission for self-certification pursuant to Commission Regulation 40.2 on April 9, 2014. A copy of the terms and conditions marked to show changes from the version submitted on April 9, 2014 is attached as Exhibit D.

tpSEF will be separately updating Appendix B to its Rulebook (tpSEF Inc. Swap Specifications) to reflect this change.

Questions regarding this submission should be directed to Brian Donnelly, Chief Compliance Officer, at (201) 984-6956 or by email at bddonnelly@tullettprebon.com.

Very truly yours,

tpSEF Inc.

By:

Name: Brian D. Donnelly

Title: Chief Compliance Officer

Date: July 27, 2018

Enclosures

cc: CFTC Division of Market Oversight (dmosubmissions@cftc.gov)
Nancy Markowitz, CFTC (nmarkowitz@cftc.gov)

Mr. Christopher J. Kirkpatrick
July 27, 2018
Page 3

EXHIBIT A

CERTIFICATIONS PURSUANT TO SECTION 5c OF THE COMMODITY EXCHANGE ACT,
7 U.S.C. §7A-2 AND COMMODITY FUTURES TRADING COMMISSION REGULATION 40.2,
17 C.F.R. §40.2

tpSEF Inc. ("tpSEF") hereby certifies that: (i) Fixed for Floating Agricultural Swap Contracts – Cheese (the "Contracts") comply with the Commodity Exchange Act, 7 U.S.C. §1 *et seq.* and Commodity Futures Trading Commission ("Commission") regulations thereunder; and (ii) concurrent with this submission, tpSEF posted on its website: (a) a notice of pending certification of the Contracts with the Commission and (b) a copy of this submission.

tpSEF Inc.

By: _____

Name: Brian D. Donnelly

Title: Chief Compliance Officer

Date: July 27, 2018

EXHIBIT B

Terms and Conditions

Summary:	This covers uncleared fixed-for-floating agricultural swaps ("Fixed for Floating Agricultural Swap Contracts").
Limitations on Available Selections and Default Settings:	The terms under which Fixed for Floating Agricultural Swap Contracts may be traded are shown below and in the attached tables. For amounts or rates, the relevant term cannot be less than the specified Minimum, must represent an even Increment and cannot exceed the Maximum; for a date, the date cannot be earlier than Earliest nor later than Latest. In many cases there are normal "vanilla" terms on which the parties will transact. These are shown as "Default " and will apply unless the parties vary them.
Incorporated Standards:	This contract description incorporates by reference the following industry standard documentation and standards: 2005 ISDA Commodity Derivatives Definitions ("Commodity Definitions")
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Commodity
ISDA OTC Base Product:	Agricultural
ISDA OTC Settlement type:	Cash
Further Limitations:	None
Terms:	
Trade Date:	As agreed by the parties.
Effective Date:	The date specified by the parties, adjusted in accordance with any applicable Business Day Convention.
Effective Date Business Days:	None, unless specified by the parties.
Effective Date Business Day Convention:	None, unless specified by the parties from among the Available Business Day Conventions.
Termination Date:	As specified by the parties.
Termination Date Business Days:	None, unless specified by the parties.
Termination Date Business Day Convention:	None, unless specified by the parties from among the Available Business Day Conventions.
Commodity:	As specified by the parties from among the Available Commodities.
Total Notional Quantity:	The sum of the Notional Quantities per Calculation Period.
Notional Quantity per Calculation Period:	As specified by the parties on a per-Calculation-Period Basis.
Calculation Periods:	As specified by the parties.
Calculation Period Business Days:	None, unless specified by the parties.
Calculation Period Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Payment Dates:	In relation to each Calculation Period, as specified by the parties, each such day being subject to adjustment in

	accordance with the Payment Date Business Day Convention.
Payment Date Business Days:	The Business Days specified for the relevant Commodity, plus any additional Business Days specified by the parties from among the Available Business Days.
Payment Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Fixed Amount:	
Fixed Price Payer:	As specified by the parties.
Fixed Price or Fixed Amount:	As specified by the parties per Unit of the Commodity or overall.
Floating Amount:	
Floating Price Payer:	As specified by the parties.
Applicable Spread:	As specified by the parties.
Commodity Reference Price:	As specified by the parties from among the Available Commodity Reference Prices.
Market Disruption:	
Market Disruption Events:	Unless otherwise specified by the parties, per the Commodity Definitions.
Additional Market Disruption Events:	As specified by the parties.
Consequences of Market Disruption Events:	Unless otherwise specified by the parties, per the Commodity Definitions.
Disruption Fallbacks:	Unless otherwise specified by the parties, per the Commodity Definitions.
Fallback Reference Price:	None, unless specified by the parties.
Maximum Days of Disruption:	Unless otherwise specified by the parties, per the Commodity Definitions.
Calculation Agent:	As agreed by the parties.

Fixed-for-Floating Agricultural Swap Available Currencies and Required Business Days

Three Letter Currency Code (ISDA/ISO)	Currency Name (ISDA)	Basic Business Day Locations For Currency (FpML Codes)
USD	United States Dollars	USNY
EUR	Euro	EUTA
GBP	Sterling	GBLO

Fixed-for-Floating Agricultural Swap Available Business Day Conventions

ISDA Name
Following
Modified/Modified Following
Nearest
Preceding

Fixed-for-Floating Agricultural Swap Available Commodity Reference Prices

ISDA Definitions

The following Commodity Reference Prices are as defined in Sub-Annex A to the Commodity Definitions.

ISDA Definition
COCOA-GBP-EURONEXT
COCOA-NYBOT[1]
COFFEE ARABICA-NYBOT^{Error! Bookmark not defined.}
COFFEE ROBUSTA-EURONEXT
CORN-CBOT
COTTON NO. 2-NYBOT^{Error! Bookmark not defined.}
FROZEN CONCENTRATED ORANGE JUICE NO. 1-NYBOT^{Error! Bookmark not defined.}
LEAN HOGS-CME
MILK-CLASS III-CME
MILK-CLASS IV-CME
SOYBEAN-CBOT
SOYBEAN MEAL-CBOT
SOYBEAN OIL-CBOT
SUGAR #11 (WORLD)-NYBOT^{Error! Bookmark not defined.}
WHEAT-CBOT
WHEAT HRM-KCBOT
WHITE SUGAR-EURONEXT

Exchange Definitions

The following Commodity Reference Prices are as defined in the Commodity Price Reference Framework in Sub-Annex A to the Commodity Definitions.

ISDA Definition					
Commodity Reference Price	**Relevant Commodity**	**Relevant Unit**	**Exchange**	**Currency**	**Specified Price**
BUTTER-CME	Butter	Pound	CME Globex	USD 0.01	Settlement Price
CHEESE-CME	Cheese	Pound	CME Globex	USD 0.01	Settlement Price
CRUDE PALM OIL-CME	Crude Palm Oil	Metric Ton	CME Globex	USD 0.01	Settlement Price
DRY WHEY-CME	Dry Whey	Pound	CME Globex	USD 0.01	Settlement Price
HARD RED SPRING WHEAT-MGEX	Wheat	Bushel	Minneapolis Grain Exchange	USD 0.01	Settlement Price
MILLING WHEAT-EURONEXT	Wheat	Tonne	EURONEXT LIFFE	EUR 0.01	Settlement Price

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[1]The New York Board of Trade (NYBOT) was renamed ICE Futures US in 2007.

NONFAT DRY MILK-CME	Non-Fat Dry Milk	Pound	CME Globex	USD 0.01	Settlement Price
RAPESEED-EURONEXT	Rapeseed	Tonne	EURONEXT LIFFE	EUR 0.01	Settlement Price

EXHIBIT C

EXPLANATION AND ANALYSIS OF THE CONTRACTS' COMPLIANCE WITH
APPLICABLE CORE PRINCIPLES AND COMMISSION REGULATIONS

As required by Commodity Futures Trading Commission ("Commission") Regulation 40.2(a), the following analysis, in narrative form, demonstrates that Fixed for Floating Agricultural Swap Contracts (the "Contracts") are consistent with the requirements of the Commodity Exchange Act, as amended (the "Act"), and the Commission regulations and guidance thereunder (in particular, Appendix B to Part 37 and Appendix C to Part 38).

Appendix B to Part 37

CORE PRINCIPLE 3 OF SECTION 5H OF THE ACT—SWAPS NOT READILY SUSCEPTIBLE TO MANIPULATION; CORE PRINCIPLE 4 OF SECTION 5H OF THE ACT—MONITORING OF TRADING AND TRADE PROCESSING

The swap execution facility shall permit trading only in swaps that are not readily susceptible to manipulation.

(a) *Guidance*.

(1) In general, a swap contract is an agreement to exchange a series of cash flows over a period of time based on some reference price, which could be a single price, such as an absolute level or a differential, or a price index calculated based on multiple observations. Moreover, such a reference price may be reported by the swap execution facility itself or by an independent third party. When listing a swap for trading, a swap execution facility shall ensure a swap's compliance with Core Principle 3, paying special attention to the reference price used to determine the cash flow exchanges. Specifically, Core Principle 3 requires that the reference price used by a swap not be readily susceptible to manipulation. As a result, when identifying a reference price, a swap execution facility should either: Calculate its own reference price using suitable and well-established acceptable methods or carefully select a reliable third-party index.

(2) The importance of the reference price's suitability for a given swap is similar to that of the final settlement price for a cash-settled futures contract. If the final settlement price is manipulated, then the futures contract does not serve its intended price discovery and risk management functions. Similarly, inappropriate reference prices cause the cash flows between the buyer and seller to differ from the proper amounts, thus benefitting one party and disadvantaging the other. Thus, careful consideration should be given to the potential for manipulation or distortion of the reference price.

The Contract, a fixed-to-floating agricultural swap, is a cash-settled agreement between two counterparties to exchange a fixed price on a designated agricultural commodity ("reference commodity") for a floating price on a designated futures contract on the reference commodity, at a given date in the future ("calculation period"). The fixed leg is thus determined at the start of the Contract and remains unchanged throughout the life of the swap. The floating leg, however, is based on the price of the designated futures contract for the reference commodity during the calculation period. As such, the reference price for the Contract is the price of the applicable futures contract. The source for the futures contract price will be prices published by a futures exchange, such as Chicago Board of Trade, Chicago Mercantile Exchange, ICE Futures US (also known as New York Board of Trade), Kansas City Board of Trade, Minneapolis Grain Exchange, and Euronext LIFFE. This price is not readily susceptible to manipulation since, as the exchanges are regulated, futures data from these sites is reliable, widely-accepted, and publicly available.

(3) For swaps that are settled by physical delivery or by cash settlement refer to the guidance in Appendix C to Part 38 of this chapter—Demonstration of Compliance that a Contract is not Readily Susceptible to Manipulation, section b(2) and section c(4), respectively.

Please see below.

Appendix C to Part 38 - Demonstration of Compliance That a Contract Is Not Readily Susceptible to Manipulation

(c) Futures Contracts Settled by Cash Settlement. (1) Cash settlement is a method of settling certain futures or option contracts whereby, at contract expiration, the contract is settled by cash payment in lieu of physical delivery of the commodity or instrument underlying the contract. An acceptable specification of the cash settlement price for commodity futures and option contracts would include rules that fully describe the essential economic characteristics of the underlying commodity (e.g., grade, quality, weight, class, growth, issuer, maturity, source, rating, description of the underlying index and index's calculation methodology, etc.), as well as how the final settlement price is calculated. In addition, the rules should clearly specify the trading months and hours of trading, the last trading day, contract size, minimum price change (tick size) and any limitations on price movements (e.g., price limits or trading halts).

Essential Economic Characteristics of the Contract Terms

The terms and conditions of the Contracts match the terms of fixed for floating agricultural swap contracts that are commonly offered in the market and are listed in Exhibit B.

This is a commodity swap contract in which the counterparties exchange a fixed price on a reference commodity (see Exhibit B) and a floating price based on a futures contract on the reference commodity (see Exhibit B) at a specified future date. This Contract has several flexible terms. For instance, counterparties are able to choose the commodities on which to base the Contract from a list of commodities (see Exhibit B). Other flexible terms include the

Contract's notional amount, minimum size, and settlement date. The trading hours, however, are fixed at twenty-three hours, Sunday – Friday (ET).

Contract Not Readily Susceptible to Manipulation

The Contract is not susceptible to manipulation for a number of reasons. First, as noted above, all of the essential terms of the Contract are agreed upon at the start of the Contract and remain static throughout the life of the swap, except for the floating price. Second, the floating price is based on the price of the applicable futures contract, which is available directly from the respective exchanges – reliable and widely accepted sources. Third, as indicated by volume data for futures contracts on the respective products, the underlying markets are very liquid – making manipulation very difficult to achieve. Finally, tpSEF Inc. ("tpSEF") has a robust market surveillance program that is effectively able to surveil this market, detect uncommon activity, and investigate any such activity for signs of manipulation. tpSEF staff conduct real-time market surveillance and the National Futures Association ("NFA") provides regulatory services on a T+1 basis. NFA's services include comprehensive trade practice and market surveillance services (the scope of which can be found in the Regulatory Services Agreement between NFA and tpSEF submitted to the Commission as part of tpSEF's swap execution facility application) (note that the foregoing also demonstrates compliance with Core Principle 4).

Calculation of Cash Settlement Price

The payments under these swaps will have the parties paying the following amounts to each other:

- Fixed Leg – The payment amount is based on the following: notional quantity, and fixed rate.

- Floating Leg – The payment amount is based on the following: notional quantity, and floating rate (derived from futures price as described above).

This method of cash settlement is consistent with the customary practice of cash-settling commodity swaps contracts in the market.

(2) Cash settled contracts may be susceptible to manipulation or price distortion. In evaluating the susceptibility of a cash-settled contract to manipulation, a designated contract market should consider the size and liquidity of the cash market that underlies the listed contract in a manner that follows the determination of deliverable supply as noted above in (b)(1). In particular, situations susceptible to manipulation include those in which the volume of cash market transactions and/or the number of participants contacted in determining the cash-settlement price are very low. Cash-settled contracts may create an incentive to manipulate or artificially influence the data from which the cash-settlement price is derived or to exert undue influence on the cash-settlement price's computation in order to profit on a futures position in that commodity. The utility of a cash-settled

contract for risk management and price discovery would be significantly impaired if the cash settlement price is not a reliable or robust indicator of the value of the underlying commodity or instrument. Accordingly, careful consideration should be given to the potential for manipulation or distortion of the cash settlement price, as well as the reliability of that price as an indicator of cash market values. Appropriate consideration also should be given to the commercial acceptability, public availability, and timeliness of the price series that is used to calculate the cash settlement price. Documentation demonstrating that the settlement price index is a reliable indicator of market values and conditions and is commonly used as a reference index by industry/market agents should be provided. Such documentation may take on various forms, including carefully documented interview results with knowledgeable agents.

The Contract operates in liquid commodity markets with many participants. Also, as noted above, the cash settlement price is not easily susceptible to manipulation or distortion as the method of determining the price is based on (a) factors that are fixed at the start of the contract, and (b) a reliable reference price.

(3) Where an independent, private-sector third party calculates the cash settlement price series, a designated contract market should consider the need for a licensing agreement that will ensure the designated contract market's rights to the use of the price series to settle the listed contract.

(i) Where an independent, private-sector third party calculates the cash settlement price series, the designated contract market should verify that the third party utilizes business practices that minimize the opportunity or incentive to manipulate the cash-settlement price series. Such safeguards may include lock-downs, prohibitions against derivatives trading by employees, or public dissemination of the names of sources and the price quotes they provide. Because a cash-settled contract may create an incentive to manipulate or artificially influence the underlying market from which the cash-settlement price is derived or to exert undue influence on the cash-settlement computation in order to profit on a futures position in that commodity, a designated contract market should, whenever practicable, enter into an information-sharing agreement with the third-party provider which would enable the designated contract market to better detect and prevent manipulative behavior.

As the information on the price of futures contracts is publicly available, a licensing agreement is not necessary. Moreover, as the exchanges are SROs, they have robust provisions in place to prevent market manipulation, including comprehensive surveillance and continual oversight of their employees.

(ii) Where a designated contract market itself generates the cash settlement price series, the designated contract market should establish calculation procedures that safeguard against potential attempts to artificially influence the price. For example, if the cash settlement price is derived by the designated contract market based on a survey of cash market sources, the designated contract market should maintain a list of such entities which all

should be reputable sources with knowledge of the cash market. In addition, the sample of sources polled should be representative of the cash market, and the poll should be conducted at a time when trading in the cash market is active.

Please see above regarding the calculation of the cash settlement price.

(iii) The cash-settlement calculation should involve computational procedures that eliminate or reduce the impact of potentially unrepresentative data.

(iv) The cash settlement price should be an accurate and reliable indicator of prices in the underlying cash market. The cash settlement price also should be acceptable to commercial users of the commodity contract. The registered entity should fully document that the settlement price is accurate, reliable, highly regarded by industry/market agents, and fully reflects the economic and commercial conditions of the relevant designated contract market.

Please see above regarding the calculation of the cash settlement price.

(v) To the extent possible, the cash settlement price should be based on cash price series that are publicly available and available on a timely basis for purposes of calculating the cash settlement price at the expiration of a commodity contract. A designated contract market should make the final cash settlement price and any other supporting information that is appropriate for release to the public, available to the public when cash settlement is accomplished by the derivatives clearing organization. If the cash settlement price is based on cash prices that are obtained from non-public sources (e.g., cash market surveys conducted by the designated contract market or by third parties on behalf of the designated contract market), a designated contract market should make available to the public as soon as possible after a contract month's expiration the final cash settlement price as well as any other supporting information that is appropriate or feasible to make available to the public.

Please see above regarding the calculation of the cash settlement price. The cash settlement price is publicly available on exchanges' websites.

(4) Contract terms and conditions requirements for futures contracts settled by cash settlement.

(i) An acceptable specification of the terms and conditions of a cash-settled commodity contract will also set forth the trading months, last trading day, contract size, minimum price change (tick size) and daily price limits, if any.

Please see Exhibit B for the Contracts' terms and conditions. While there are common terms such as the trading hours, many of the terms are flexible. Nevertheless, the terms are all within commonly accepted market norms.

(A) *Commodity Characteristics***: The terms and conditions of a commodity contract should describe the commodity underlying the contract.**

The terms and conditions of the Contract specifically list the commodities on which counterparties can choose to base the Contract.

(B) *Contract Size and Trading Unit***: An acceptable specification of the trading unit would be a contract size that is consistent with customary transactions in the cash market. A designated contract market may opt to set the contract size smaller than that of standard cash market transactions.**

The size of the Contract is as determined by the counterparties, which is consistent with customary transactions in the market.

(C) *Cash Settlement Procedure***: The cash settlement price should be reliable, acceptable, publicly available, and reported in a timely manner as described in paragraphs (c)(3)(iv) and (c)(3)(v) of this appendix C.**

The cash settlement procedure and an explanation of how it is not readily susceptible to manipulation, is described above.

(D) *Pricing Basis and Minimum Price Fluctuation (Minimum Tick)***: The minimum price increment (tick) should be set a level that is equal to, or less than, the minimum price increment commonly observed in cash market transactions for the underlying commodity. Specifying a futures' minimum tick that is greater than the minimum price increment in the cash market can undermine the risk management utility of the futures contract by preventing hedgers from efficiently establishing and liquidating futures positions that are used to hedge anticipated cash market transactions or cash market positions.**

As determined by the counterparties.

(E) *Maximum Price Fluctuation Limits***: Designated contract markets may adopt price limits to: (1) Reduce or constrain price movements in a trading day that may not be reflective of true market conditions but might be caused by traders overreacting to news; (2) Allow additional time for the collection of margins in times of large price movements; and (3) Provide a "cooling-off" period for futures market participants to respond to bona fide changes in market supply and demand fundamentals that would lead to large cash and futures price changes. If price-limit provisions are adopted, the limits should be set at levels that are not overly restrictive in relation to price movements in the cash market for the commodity underlying the futures contract. For broad-based stock index futures contracts, rules should be adopted that coordinate with New York Stock Exchange ("NYSE") declared Circuit Breaker Trading Halts (or other market coordinated Circuit Breaker mechanism) and would recommence trading in the futures contract only after trading in the majority of the stocks underlying the index has recommenced.**

As determined by the counterparties.

(F) *Last Trading Day***: Specification of the last trading day for expiring contracts should be established such that it occurs before publication of the underlying third-party price index or determination of the final settlement price. If the designated contract market chooses to allow trading to occur through the determination of the final settlement price, then the designated contract market should show that futures trading would not distort the final settlement price calculation.**

The last trading day will be the last day of the calculation period, which is set by the individual counterparties.

(G) *Trading Months***: Trading months should be established based on the risk management needs of commercial entities as well as the availability of price and other data needed to calculate the cash settlement price in the specified months. Specification of the last trading day should take into consideration whether the volume of transactions underlying the cash settlement price would be unduly limited by occurrence of holidays or traditional holiday periods in the cash market. Moreover, a contract should not be listed past the date for which the designated contract market has access to use a proprietary price index for cash settlement.**

As noted above, netted payments will be made on the settlement date in accordance with the cash settlement method described above. No payments are made prior to the settlement date.

(H) *Speculative Limits***: Specific rules and policies for speculative position limits are set forth in part 150 and/or part 151, as applicable, of the Commission's regulations.**

tpSEF will comply with Parts 150 and 151 of the Commission's regulations.

(I) *Reportable Levels***: Refer to § 15.03 of the Commission's regulations.**

tpSEF will adhere to the applicable reporting levels set forth in § 15.03 of the Commission's regulations.

(J) *Trading Hours***: Should be set by the designated contract market to delineate each trading day.**

The Contracts are traded twenty-three hours a day from Sunday to Friday Eastern Time. The Contracts are not traded between 5:30 p.m. and 6:30 p.m. Eastern Time.

EXHIBIT D

Terms and Conditions
(Marked Against April 9, 2014 Version)

Summary:	This covers uncleared fixed-for-floating agricultural swaps ("Fixed for Floating Agricultural Swap Contracts").
Limitations on Available Selections and Default Settings:	The terms under which Fixed for Floating Agricultural Swap Contracts may be traded are shown below and in the attached tables. For amounts or rates, the relevant term cannot be less than the specified Minimum, must represent an even Increment and cannot exceed the Maximum; for a date, the date cannot be earlier than Earliest nor later than Latest. In many cases there are normal "vanilla" terms on which the parties will transact. These are shown as "Default " and will apply unless the parties vary them.
Incorporated Standards:	This contract description incorporates by reference the following industry standard documentation and standards: 2005 ISDA Commodity Derivatives Definitions ("Commodity Definitions")
Product Type/ISDA OTC Taxonomy:	
ISDA OTC Asset Class:	Commodity
ISDA OTC Base Product:	Agricultural
ISDA OTC Sub-Product:	Grain Oilseeds; Softs
ISDA OTC Transaction type:	Swap
ISDA OTC Settlement type:	Cash
Further Limitations:	None
Terms:	
Trade Date:	As agreed by the parties.
Effective Date:	The date specified by the parties, adjusted in accordance with any applicable Business Day Convention.
Effective Date Business Days:	None, unless specified by the parties.
Effective Date Business Day Convention:	None, unless specified by the parties from among the Available Business Day Conventions.
Termination Date:	As specified by the parties.
Termination Date Business Days:	None, unless specified by the parties.
Termination Date Business Day Convention:	None, unless specified by the parties from among the Available Business Day Conventions.
Commodity:	As specified by the parties from among the Available Commodities.
Total Notional Quantity:	The sum of the Notional Quantities per Calculation Period.
Notional Quantity per Calculation Period:	As specified by the parties on a per-Calculation-Period Basis.
Calculation Periods:	As specified by the parties.

Calculation Period Business Days:	None, unless specified by the parties.
Calculation Period Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Payment Dates:	In relation to each Calculation Period, as specified by the parties, each such day being subject to adjustment in accordance with the Payment Date Business Day Convention.
Payment Date Business Days:	The Business Days specified for the relevant Commodity, plus any additional Business Days specified by the parties from among the Available Business Days.
Payment Date Business Day Convention:	As specified by the parties from among the Available Business Day Conventions.
Fixed Amount:	
Fixed Price Payer:	As specified by the parties.
Fixed Price or Fixed Amount:	As specified by the parties per Unit of the Commodity or overall.
Floating Amount:	
Floating Price Payer:	As specified by the parties.
Applicable Spread:	As specified by the parties.
Commodity Reference Price:	As specified by the parties from among the Available Commodity Reference Prices.
Market Disruption:	
Market Disruption Events:	Unless otherwise specified by the parties, per the Commodity Definitions.
Additional Market Disruption Events:	As specified by the parties.
Consequences of Market Disruption Events:	Unless otherwise specified by the parties, per the Commodity Definitions.
Disruption Fallbacks:	Unless otherwise specified by the parties, per the Commodity Definitions.
Fallback Reference Price:	None, unless specified by the parties.
Maximum Days of Disruption:	Unless otherwise specified by the parties, per the Commodity Definitions.
Calculation Agent:	As agreed by the parties.

Fixed-for-Floating Agricultural Swap Available Currencies and Required Business Days

Three Letter Currency Code (ISDA/ISO)	Currency Name (ISDA)	Basic Business Day Locations For Currency (FpML Codes)
USD	United States Dollars	USNY
EUR	Euro	EUTA
GBP	Sterling	GBLO

Fixed-for-Floating Agricultural Swap Available Business Day Conventions

ISDA Name
Following
Modified/Modified Following
Nearest
Preceding

Fixed-for-Floating Agricultural Swap Available Commodity Reference Prices

ISDA Definitions

The following Commodity Reference Prices are as defined in Sub-Annex A to the Commodity Definitions.

ISDA Definition
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COCOA-NYBOT[1]
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COFFEE ROBUSTA-EURONEXT
CORN-CBOT
COTTON NO. 2-NYBOT**Error! Bookmark not defined.**
FROZEN CONCENTRATED ORANGE JUICE NO. 1-NYBOT**Error! Bookmark not defined.**
LEAN HOGS-CME
MILK-CLASS III-CME
MILK-CLASS IV-CME
SOYBEAN-CBOT
SOYBEAN MEAL-CBOT
SOYBEAN OIL-CBOT
SUGAR #11 (WORLD)-NYBOT**Error! Bookmark not defined.**
WHEAT-CBOT
WHEAT HRM-KCBOT
WHITE SUGAR-EURONEXT

Exchange Definitions

The following Commodity Reference Prices are as defined in the Commodity Price Reference Framework in Sub-Annex A to the Commodity Definitions.

ISDA Definition					
Commodity Reference Price	**Relevant Commodity**	**Relevant Unit**	**Exchange**	**Currency**	**Specified Price**
BUTTER-CME	Butter	Pound	CME Globex	USD 0.01	Settlement Price
CHEESE-CME	Cheese	Pound	CME Globex	USD 0.01	Settlement Price
CRUDE PALM OIL-CME	Crude Palm Oil	Metric Ton	CME Globex	USD 0.01	Settlement Price
DRY WHEY-CME	Dry Whey	Pound	CME Globex	USD 0.01	Settlement Price
HARD RED SPRING WHEAT-MGEX	Wheat	Bushel	Minneapolis Grain Exchange	USD 0.01	Settlement Price

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[1]The New York Board of Trade (NYBOT) was renamed ICE Futures US in 2007.

MILLING WHEAT-EURONEXT	Wheat	Tonne	EURONEXT LIFFE	EUR 0.01	Settlement Price
NONFAT DRY MILK-CME	Non-Fat Dry Milk	Pound	CME Globex	USD 0.01	Settlement Price
RAPESEED-EURONEXT	Rapeseed	Tonne	EURONEXT LIFFE	EUR 0.01	Settlement Price