



## APPENDIX

### AMENDMENTS TO THE ICE NGX CONTRACTING PARTY AGREEMENT

#### TERMS AND CONDITIONS

*[Note: Insertions are underlined, deletions are struck through.]*

#### ARTICLE 7 - INVOICES AND TAXES

##### 7.1 Invoices

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- b. Preliminary Invoices – Exchange will post on Exchange’s Website for sole access by the Contracting Party an Invoice in each applicable currency setting forth a net amount owing by or to the Contracting Party, itemizing and applying Netting or Set-off to each amount payable or receivable in the same currency:
  - (i) in respect of Physically Settled Gas Futures Transactions, for deliveries and receipts of gas during the prior calendar month pursuant to Physically Settled Futures Transactions, any amount payable for fees to Exchange and any amounts payable on account of applicable taxes, on or before the ~~45~~10<sup>th</sup> day of each calendar month;
  - (ii) in respect of Physically Settled Power Futures Transactions, for scheduling of deliveries and receipts of Physical Power during the prior calendar month pursuant to Physically Settled Power Futures Transactions, any amount payable for fees to Exchange and any amounts payable on account of applicable taxes, on or before the ~~45~~10<sup>th</sup> day of each calendar month;

...

## AMENDMENTS TO THE ICE NGX CONTRACTING PARTY AGREEMENT

### SCHEDULE H - PHYSICALLY SETTLED ENVIRONMENTAL FUTURES TRANSACTIONS

*[Note: Insertions are underscored; deletions are struck through.]*

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#### 4. Delivery Procedures

- a. Early-Delivery – Beginning on the sixth (6<sup>th</sup>) Business Day of the Expiry Month, a Seller may deliver Environmental Products in satisfaction of its delivery Obligations under Physically Settled Environmental Futures Transactions by transferring title to the relevant Environmental Product to Exchange's account at the Registry. Each early delivery remains subject to Section 2.e. of this Schedule H.
- b. Contracting Party to Net Contract Quantities – At Contract Expiry, for each type and vintage of Environmental Products, each Contracting Party with Physically Settled Environmental Futures Transactions for delivery during the then-current Delivery Period will offset the Contract Quantities to be delivered by the Contracting Party (minus any relevant Pre-Delivered Credit) against the Contract Quantities to be taken by the Contracting Party.
- c. Delivery by Seller to Exchange – For each Environmental Product for which the Contracting Party has net Contract Quantities to be delivered, the Contracting Party will submit to the applicable Registry transfers of title to Exchange for the net Contract Quantities of such Environmental Products, for completion by the Registry on or before the fifth (5<sup>th</sup>) Business Day of the Settlement Month. Upon delivery to Exchange's account at the applicable Registry,
  - (i) Seller has no further right, title or interest in the delivered Credit; and
  - (ii) Seller may not request a return or exchange of the delivered Credit.
- d. No Delivery of Partial Lots – Delivery of Alberta Environmental Products under a Physically Settled Environmental Futures Transaction may only be made in the full applicable lot size for the Physically Settled Environmental Futures Product, whether delivery is made before or during the applicable Delivery Period.
- e. Confirmation of Receipt by Exchange – Exchange will confirm that title to the Environmental Products has been transferred to Exchange
  - (i) within two (2) Business Days of Exchange receiving notice from the Registry of an early delivery title transfer, and
  - (ii) on or before the 6<sup>th</sup> Business Day of the Delivery Month in respect of any other title transfer.



- f. Effect of Confirmed Delivery to Exchange – Subject to Section 2.e. of this Schedule H, upon such confirmation:
- (i) Seller’s physical delivery Obligations under the corresponding Physically Settled Environmental Futures Transaction (the “Delivered Position”) are deemed performed in accordance with this Agreement; ~~and~~
  - (ii) prior to contract expiry, Initial Margin will not be applied to the Seller’s Delivered Position; and
  - (iii) after contract expiry Delivery Margin will not be applied to the Seller’s Delivered Position.
- g. Exchange to Net Contract Quantities – At Contract Expiry, for each type and vintage of Environmental Products, Exchange will, for each Contracting Party, offset the Contract Quantities to be delivered by the Contracting Party (minus any relevant Pre-Delivered Credit) against the Contract Quantities to be taken by the Contracting Party.
- h. Allocation – For each type and vintage of Environmental Products received from Sellers, Exchange will allocate the Environmental Products to Buyers using a randomizing algorithm. For greater certainty, Exchange will not accept requests or demands from Buyers to receive or not receive a particular type of credit.
- i. Delivery by Exchange to Buyer – Exchange will submit to the applicable Registry transfers of title to each Contracting Party for the net Contract Quantities of each Environmental Product to be taken by such Contracting Party, as allocated under this section, for completion by the Registry on or before the tenth (10<sup>th</sup>) Business Day of the Settlement Month.
- j. Acceptance by Buyer – Within two (2) Business Days of receiving notice from the Registry of a title transfer by Exchange, the Buyer will perform all steps necessary to accept and confirm the title transfer.