



March 5, 2024

VIA CFTC PORTAL

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

Re: Amendment to ICE NGX Canada Inc. Rules - Submission Pursuant to Section 5c(c)(1) of the Commodity Exchange Act and CFTC Regulation § 40.6(a): CPA Amendments - Financially Settled Futures

Dear Mr. Kirkpatrick:

Pursuant to Section 5c(c)(1) of the Commodity Exchange Act, as amended, (“Act”) and Commodity Futures Trading Commission (“Commission”) Regulation 40.6(a), ICE NGX Canada Inc. (“ICE NGX”) is submitting this self-certification relating to changes (the “Amendments”) to the ICE NGX Contracting Party Agreement (“CPA”). The CPA functions as the rulebook for ICE NGX’s exchange and clearinghouse operations and is a “rule” as that term is defined under Commission Regulation 40.1(i).

1. Overview

The Amendments are designed to streamline and update the terminology, descriptions, rules and procedures relating to financially settled futures products in each of the following components of the CPA:

- Terms and Conditions;
- Schedule “C” - Risk Management; and
- Schedule “E” - Natural Gas Options and Gas and Power Financially Settled Futures Transactions.

ICE NGX intends to implement the Amendments on April 15, 2024 or on such later date as ICE NGX may designate.

The text of the amended CPA provisions is attached as the Appendix to this letter.

Note: All capitalized terms not otherwise defined herein have the meaning given to them in the CPA.

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2. Details of Rule Changes

The Amendments are designed to improve the accessibility and readability of the CPA provisions relating to financially settled futures products by streamlining and updating the relevant descriptions, rules and procedures. In particular, the amendments consolidate similar concepts across different sets of products into fewer terms, in order to clarify the applicable provisions, and allow for greater harmonization of the rules across the different financially settled product types and, where applicable, with the corresponding rules for physically settled products.

Terms and Conditions

The Amendments remove a number of defined terms relating to settlement amounts and calculation thereof, consolidating similar concepts into fewer defined terms to improve the readability of the CPA provisions relating to financially settled futures products. To facilitate this consolidation of terminology while still allowing for the differentiation between financially settled gas and power products, the Amendments redefine “Financially Settled Futures Product” to incorporate new defined terms “Financially Settled Gas Futures Product” and “Financially Settled Power Futures Product”; these changes also better align with the corresponding structure for physically settled products. The Amendments include corresponding amendments throughout the CPA to reflect the consolidated terminology.

The Amendments move the general products terms relating to Financially Settled Futures Products and Options from their current location into newly renamed Article 4 - General Product Terms, alongside the general products terms relating to Physically Settled Futures Products. This consolidates the general product terms for all types of products into a single, dedicated article in the Terms and Conditions, improving readability for market participants and overall transparency by better facilitating comparison of the similarities and differences in the general product terms across all products. In moving the Financially Settled Futures Product general provisions to Article 4, the Amendments separate out the general product terms relating to Options into a separate section, new section 4.5. The Amendments to Article 4 also make non-substantive amendments to section 4.1 relating to Physically Settled Gas Futures Transactions and section 4.2 relating to Physically Settled Power Futures Transactions, designed to clarify those provisions and to better align those provisions with the corresponding provisions relating to Financially Settled Futures Products.

The Amendments to Article 7 - Invoices and Taxes reflect the consolidated terminology and also further clean up the invoicing-related provisions to reflect current practices following the automation of ICE NGX’s settlement processing completed in the second half of 2023.

Schedule “C” - Risk Management

The Amendments to Schedule “C” update the definition of Variation Margin and streamline the provision relating to determination of Initial Margin. The Amendments also update and streamline the provision relating to Affiliate Waivers, which are required to treat affiliated Contracting Parties separately for margining purposes.

In addition, the Amendments to Schedule “C” make certain non-substantive changes to:



- clarify the “no default” condition on a request for return of Eligible Collateral Support;
- reflect the consolidated terminology and settlement concepts described above;
- make clarifying changes to certain definitions;
- move certain definitions from Schedule “C” to the Terms and Conditions; and
- remove certain defined terms that are either already defined in the Terms and Conditions or that are not used in Schedule “C” or the Terms and Conditions.

Schedule “E” - Natural Gas Options and Gas and Power Financially Settled Futures Transactions

The Amendments to Schedule “E” reflect the consolidated terminology and settlement calculation concepts described above. The consolidation of terminology and settlement calculation concepts facilitates greater specificity in the description of calculating invoicing amounts in Section 8 of Schedule “E”, as well as the alignment of this section with the corresponding sections for ICE NGX’s physically settled products.

Additionally, the Amendments make certain non-substantive changes to Schedule “E” to:

- reflect the new, consolidated terminology;
- make clarifying changes to certain definitions; and
- remove certain defined terms that are either already defined in the Terms and Conditions or that are not used in Schedule “E” or the Terms and Conditions.

3. Compliance with Core Principles

ICE NGX reviewed the Amendments and determined that they comply with the rules and regulations of the Commission. In this regard, ICE NGX reviewed the derivatives clearing organization (“DCO”) core principles (each a “Core Principle”) and determined that the Amendments are potentially relevant to the following Core Principles and applicable regulations of the Commission thereunder.

Compliance (Core Principle A): The Amendments are consistent with Core Principle A - Compliance and Commission Regulation 39.10, as the Amendments clarify and enhance ICE NGX’s policies and procedures for complying with Commission regulations and internal policies.

Risk Management (Core Principle D): The Amendments are consistent with Core Principle D - Risk Management and Commission Regulations



- § 39.13(h)(6) as the Amendments clarify the “no default” condition on a request for return of Eligible Collateral Support in Schedule “C” - Risk Management; and
- § 39.13(e) as the Amendments update the provisions in section 12 of Schedule “C” relating to the treatment, for margining purposes, of affiliated Contracting Parties.

Settlement Procedures (Core Principle E): The Amendments are consistent with Core Principle E - Settlement Procedures and Commission Regulation § 39.14 generally, as the Amendments

- update the provisions in section 8 of Schedule E and clarify the provisions in Article 7 of the Terms and Conditions, both relating to invoicing for Financially Settled Futures Transactions; and
- update and streamline the provisions in Schedule “E” relating to calculation of settlement amounts for Financially Settled Futures Products.

Public Information (Core Principle L): The Amendments are consistent with Core Principle L Regulations § 39.21(a) and (c)(6) as the Amendments enhance the transparency and readability of ICE NGX’s rulebook by consolidating defined terms and concepts relating to Financially Settled Futures Transactions and the calculation of settlement amounts therefor.

4. Certifications

ICE NGX certifies that the proposed Amendments discussed in this submission comply with the Commodity Exchange Act, including the Core Principles and the Regulations of the Commission thereunder. ICE NGX is not aware of opposing views expressed regarding the Amendments. ICE NGX further certifies that, concurrent with this filing, a copy of this submission was posted to ICE NGX’s website.

Yours truly,

A handwritten signature in black ink, appearing to read 'Martin McGregor', is written over a horizontal line.

By: Martin McGregor
Title: General Counsel & CCO
Date: March 5, 2024



APPENDIX

AMENDMENTS TO THE ICE NGX CONTRACTING PARTY AGREEMENT

TERMS AND CONDITIONS

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

ARTICLE 1 - INTERPRETATION

1.2 Definitions

“Cash Collateral” means, in respect of a Contracting Party, all cash in the Contracting Party’s Cash Collateral Account including

- (i) all cash delivered by or on behalf of the Contracting Party to Exchange as Eligible Collateral Support,
- (ii) all amounts paid into the Cash Collateral Account by Exchange in settlement of ~~Daily~~ Financially Settled Futures Settlement Amounts, and/or MTM Settlement Amounts, ~~Cash Settlement Amounts and/or Futures Clearing Amounts~~ owing to the Contracting Party, and
- (iii) Contracting Party Interest amounts deposited by Exchange into the Cash Collateral Account;

~~“Cash Settlement Amount” means the amount payable on the Settlement Date as more particularly described in Schedule “E”;~~

~~“Cash Settlement Date” means, for each Financially Settled Futures Transaction, the Business Day determined by Exchange from time to time in accordance with industry practice for such Transaction, as posted on Exchange’s Website not less than one month prior to the occurrence of such date, other than Invoices issued as a result of a Contracting Party’s Default or under the Closeout Procedure amounts require payment immediately;~~

~~“Daily Financially Settled Futures” means a Futures Product which is designated as “DS” as well as “Fin” in the ICE NGX Product List and may be made available on the ICE NGX Trading System, and which must be cleared on the ICE NGX Clearing System from time to time with such further particulars as applicable to such Product as set forth in the ICE NGX Product List and in Schedule “E”;~~

~~“Daily Financially Settled Futures Settlement Amount” means the amount payable by or to a Contracting Party with respect to a Daily Financially Settled Futures Transaction as set forth in Schedule “E”;~~

~~“Daily Financially Settled Futures Settlement Net Payable” has the meaning ascribed thereto in Schedule “C”;~~



~~“Daily Financially Settled Futures Transaction” means a transaction for the purchase or sale of a Daily Financially Settled Futures, excluding Forward Transactions, the terms of which shall include this Agreement and, for greater certainty also includes the particulars applicable to such Financially Settled Futures Product as set forth in the ICE NGX Product List and Schedule “E”;~~

~~“Financial Power Products” has the meaning ascribed thereto in Section 5.14;~~

“Financially Settled Gas Futures Product” means a financially settled product

(i) for which the underlying commodity is natural gas and that is designated as “Fin” in the ICE NGX Product List,

(ii) may only be settled by a cash payment and not by delivery of the underlying commodity, and

(ii) may be made available on the ICE NGX Trading System, and ~~which must be cleared on the~~ ICE NGX Clearing System from time to time with such further particulars as ~~are~~ may be applicable in Schedule “E”;

“Financially Settled Power Futures Product” means a financially settled product

(i) for which the underlying commodity is power and that is designated as “Fin” in the ICE NGX Product List,

(ii) that may only be settled by a cash payment and not by delivery of the underlying commodity, and

(iii) that may be made available on the ICE NGX Trading System and ICE NGX Clearing System from time to time with such further particulars as may be applicable in Schedule “E”;

“Financially Settled Futures Confirmation” means the notification by Exchange as to any Financially Settled Futures Transactions entered into by the Contracting Party on a day, which will include particulars of the Financially Settled Futures Product, including the Calculation Period, Effective Date, Fixed Price, Floating Price and Notional Quantity (all as defined in Schedule “E”);

“Financially Settled Futures Product” means any Financially Settled Gas Futures Product or Financially Settled Power Futures Product;

“Financially ~~Settled Futures~~ Settlement Date” means, for each Financially Settled Futures Transaction, the Business Day determined by Exchange from time to time in accordance with industry practice for such Financially Settled Futures Transaction, as posted on Exchange’s Website not less than one month prior to the occurrence of such date, other



than a Invoices issued as a result of a Financially Settled Futures Party's Default or under the Close-out Procedure which amounts require payment immediately;

"Financially Settled Futures Transaction" means a transaction for the purchase or sale of a Financially Settled Futures Product, the terms of which shall include this Agreement and, for greater certainty, also includes the particulars applicable to such Financially Settled Futures Product as set ~~out forth~~ in the ICE NGX Product List and Schedule "E";

"Fixed Price Payer" means, in respect of a Financially Settled Futures Transaction ~~in financial power~~, the party ~~which that~~ is obligated to make payments of amounts calculated by reference to a Fixed Price, Notional Quantity and Calculation Period (all as defined in Schedule "E"), as more particularly set ~~out forth~~ in Schedule "E";

"Floating Price Payer" means, in respect of a Financially Settled Futures Transaction ~~in financial power~~, the party ~~which that~~ is obligated to make payments from time to time of amounts calculated by reference to a Floating Price, Notional Quantity and Calculation Period (all as defined in Schedule "E"), as more particularly set ~~out forth~~ in Schedule "E";

"ICE NGX Financial Power Auction" means the auction process by which Contracting Parties submit bids and/or offers for the ~~financial power~~ Financially Settled Power Futures Products or related Products being offered through the ICE NGX Financial Power Auction System;

"Market Price" means, in respect of any Product, the price reflecting the current market conditions as determined by Exchange;

"Settlement Price" means, in respect of every Product for each Trading Day ~~trading day~~, the price as determined by Exchange, in its sole discretion, considering the reasonable estimation of the current Market Price using internal and external sources for each Product, such Settlement Price being determined no later than the end of every Business Day. Should the Contracting Party dispute such determination, Exchange will investigate and determine, in its sole discretion, whether or not a recalculation should be undertaken and will advise the contracting Party of its decision as soon as reasonably practicable;

"Swap" means a contract, agreement or transaction for physical or financial settlement, including an option thereon, that provides on an executory basis for an exchange of one or more payment(s) based on the value or level of the price of a commodity. Swaps are not offered for trading on the ICE NGX Trading System but may be submitted under the Exchange of Futures for Related Product provision of Section 3.2 for exchange into one or more Financially Settled Power Futures Products ~~in financial power~~ and cleared as such by the ICE NGX Clearing System;

"Underlying Transaction" means, in the case of an Option Transaction, the underlying Physically Settled Futures Transaction or Financially Settled Futures Transaction as the case may be, identified in association with such Option Transaction as set forth in Schedule "E", and which transaction becomes effective if the relevant Option Exercise Conditions have been met such that the Option Party becomes either the Buyer or the



Seller (with respect to an underlying Physically Settled Futures Transactions) or a Floating Price Payer or Fixed Price Payer (with respect to an underlying Financially Settled Power Futures Transactions ~~s in financial power~~) in respect of such transaction, as the case may be, depending on whether such Option Transaction relates to a Call Option or a Put Option, and further to the particulars of such Option Transaction as set forth in Schedule “E”;

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ARTICLE 3 - GENERAL

3.2 Agreements of the Contracting Party

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i. Block Transactions –

...

(vii)(l)(2) ...

Commodity	Range
Physically Settled Gas Futures Product	2.0 percent
Financially Settled <u>Gas</u> Futures Product	2.0 percent
Financially <u>Settled</u> Power <u>Futures</u> Product	5.0 percent
Physically Settled Power Futures Product	5.0 percent

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3.3 Eligible Collateral Support and Collateral

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b. Grant of Security – As security for the payment and performance of its Obligations, the Contracting Party does hereby assign, pledge and grant to Exchange a first-ranking security interest in and lien on all estate, right, title and interest of the Contracting Party in and to:

- (i) any and all cash (including any and all Cash Collateral or other cash constituting Eligible Collateral Support) delivered to, deposited with, or held by or on behalf of Exchange;
- (ii) any rights to payment or performance owing from Exchange to the Contracting Party including, without limitation:



- (A~~I~~) any Previous Month Accounts Net Payable;
 - (B~~II~~) any Current Month Accounts Net Payable;
 - (C~~II~~) any Financially Settled Futures Settlement Net Payable and any, MTM Settlement Net Payable ~~or Daily Financially Settled Futures Settlement Net Payable~~; and
 - (D~~III~~) any Variation Margin; and
- (iii) all proceeds (as such term is defined in the *Personal Property Security Act* (Alberta) of any of the foregoing (collectively, and together with any letter of credit constituting Eligible Collateral Support, the “Collateral”).

...

3.4 Agreements of Exchange

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- g. Confirmations – Exchange ~~agrees to~~ will electronically deliver the appropriate Confirmations to the Contracting Party as soon as reasonably possible after the entering into of each: (i) Physically Settled Futures Transaction; (ii) Financially Settled Futures Transaction; (iii) Forward Transaction; and (iv) Option Transaction, respectively. Delivery of each Confirmation ~~Physically Settled Gas Futures Confirmations, Physically Settled Power Futures Confirmations or Option Confirmations~~ shall be in the form of an electronic report posted on Exchange’s Website (~~the “Electronic Report”~~) in the secured access section. The Contracting Party is responsible for accessing ~~relevant~~ its Confirmations on Exchange’s Website ~~the Electronic Report~~.

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ARTICLE 4 – GENERAL PRODUCT TERMS ~~PHYSICALLY SETTLED FUTURES TRANSACTIONS AND PHYSICALLY SETTLED FUTURES PRODUCTS~~

4.1 Physically Settled Gas Futures Products - General

...

- f. Entering into Physically Settled Gas Futures Transactions –
- (i) Each of Exchange and the Contracting Party, in its respective capacity as the Buyer or the Seller, as the case may be, agrees to be bound by any Physically Settled Gas Futures Transactions entered into by the Contracting Party through the ICE NGX Trading System or under the EFRP provision of Section 3.2.



~~(ii) Each of Exchange and the The~~ Contracting Party agrees to pay the Purchase Amount and any applicable taxes amount of GST and to deliver the Contract Quantity of Gas or to take receipt of the Contract Quantity of gas ~~or deliver gas~~ as may be required pursuant to ~~its any such~~ Physically Settled Gas Futures Transactions, ~~or in the case of~~

(iii) Exchange agrees to pay the Purchase Amount and any applicable taxes and to deliver or cause to be delivered the Contract Quantity of gas or to take or cause to be taken the Contract Quantity of gas as may be required pursuant to any Physically Settled Gas Futures Transaction.

g. Recourse Against Exchange – ~~Exchange agrees to pay or cause to be paid the Purchase Amount to the Seller, to deliver or cause the delivery of the Contract Quantity of gas to the Buyer and to take or cause to be taken the Contract Quantity of gas from the Seller.~~ The Contracting Party and Exchange hereby agree that the recourse of the Contracting Party in respect of any Physically Settled Gas Futures Transactions is solely against Exchange. The Contracting Party will be entitled to the rights of recourse against Exchange set forth under this Agreement in the event of any Failure to Deliver, Failure to Pay or Failure to Take by Exchange relating to a Physically Settled Gas Futures Transaction. ~~In the event that there is such a Failure to Deliver, Failure to Pay or Failure to Take by Exchange which is not remedied by Exchange within five Business Days and is not the subject matter of Mediation or Arbitration, and there is at that time a Defaulting Party under this Agreement or any other Contracting Party Agreement, Exchange will (if requested) disclose the name of any such Defaulting Party to any Contracting Parties affected by any such Failure to Deliver, Failure to Pay or Failure to Take, including the Contracting Party; provided however that any such disclosure by Exchange will not relieve Exchange of its liability to the recipient of the disclosure.~~

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4.2 Physically Settled Power Futures Products - General

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e. Entering into Physically Settled Power Futures Transactions –

(i) Each of Exchange and the Contracting Party, in its respective capacity as the Buyer or the Seller, as the case may be, agrees to be bound by any Physically Settled Power Futures Transactions entered into by the Contracting Party through the ICE NGX Trading System or under the EFRP provision of Section 3.2.

~~(ii) Each of Exchange and the The~~ Contracting Party agrees to pay the Purchase Amount and any applicable taxes and to deliver the Contract Quantity of Physical Power or to take receipt of the Contract Quantity of Physical Power or ~~deliver Physical Power~~ as may be required pursuant to ~~its any such~~ Physically Settled Power Futures Transactions.



- (iii) Exchange agrees to pay the Purchase Amount and any applicable taxes and to deliver or cause to be delivered the Contract Quantity of Physical Power or to take or cause to be taken the Contract Quantity of Physical Power as may be required pursuant to any Physically Settled Power Futures Transaction.
- f. Recourse Against Exchange – The Contracting Party and Exchange hereby agree that the recourse of the Contracting Party in respect of any Physically Settled Power Futures Transaction is solely against Exchange. The Contracting Party will be entitled to the rights of recourse against Exchange set forth under this Agreement in the event of any Failure to Deliver, Failure to Pay or Failure to Take by Exchange relating to a Physically Settled Power Futures Transaction.

[Note: Subsequent subsections of Section 4.2 will be renumbered to reflect the amendments described above.]

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4.4 Financially Settled Futures Products, ~~and Option Products~~ – General

- a. Forms of Financially Settled Futures Products, ~~and Option Products~~ – The forms of Financially Settled Futures Products ~~and Option Products~~ and a description of such Products which may be made available by Exchange to the Contracting Party from time to time are set forth in the ICE NGX Product List and Schedule “E”. Financially Settled Futures Products are Futures Products which can be settled only by the payment of a ~~Cash Settlement Amount~~ cash settlement amount and are required to be cleared on ICE NGX Clearing System.
- b. Entering into Financially Settled Futures Transactions –
- (i) Each of Exchange and the Contracting Party, agrees to be bound by any Financially Settled Futures Transactions as: (A~~i~~) entered into by the Contracting Party through the ICE NGX Trading System; (B~~ii~~) entered into as a Block Transaction; or (C~~iii~~) entered into the ICE NGX Clearing System through the Exchange of Futures for Related Product provision of Section 3.2.
- (ii) Each of Exchange and the Contracting Party agrees to pay the ~~Cash Settlement Amount, MTM Settlement Amount and Daily~~ Financially Settled Futures Settlement Amount and, if applicable, MTM Settlement Amount as may be required pursuant to any ~~such~~ Financially Settled Futures Transactions.
- c. Recourse Against Exchange – The Contracting Party and Exchange hereby agree that the recourse of the Contracting Party in respect of any Financially Settled Futures Transactions ~~s or Option Transactions~~ is against Exchange and agrees that in the event of an Exchange Default, the Contracting Party is entitled to all rights at law except as specifically limited by this Agreement.



- d. Performance of Financially Settled Futures Transactions – The settlement obligations of Exchange and the Contracting Party under any Financially Settled Futures Transaction will be fully performed upon the payment of all amounts by the Fixed Amount Payer and the corresponding Floating Amount Payer under any such Financially Settled Futures Transaction.
- e. Settlement of Invoice Amounts – All amounts payable by the Contracting Party or Exchange under any Financially Settled Futures Transaction ~~or Option Transaction~~ are due and are payable and are to be settled pursuant to Article 7 [and the terms of this Agreement](#).

4.5 Option Products – General

- a. Forms of Option Products – The forms of Option Products and a description of such Products which may be made available by Exchange to the Contracting Party from time to time are set forth in the ICE NGX Product List and Schedule “E”.
- b. Entering into Option Transactions – Each of Exchange and the Contracting Party, each in its capacity as the Option Buyer or Option Seller, as the case may be, agrees to be bound by any Option Transactions as: (Ai) entered into by the Contracting Party through the ICE NGX Trading System; or (Bii) entered into the ICE NGX Clearing System including, but not limited to, the terms of any applicable Underlying Futures Transaction and any associated payment or other obligations if such Option Transaction is exercised giving effect to an Underlying Transaction. The Option Buyer agrees to pay the Option Premium Amount as may be required pursuant to any such Option Transactions.
- c. Recourse Against Exchange – The Contracting Party and Exchange hereby agree that the recourse of the Contracting Party in respect of any Option Transaction~~s~~ is against Exchange and agrees that in the event of an Exchange Default, the Contracting Party is entitled to all rights at law except as specifically limited by this Agreement.
- d. Performance of Option Transactions – The Obligations of Exchange and the Contracting Party under any Option Transaction will be fully performed upon the payment of all amounts by the Option Buyer under any such Option Transaction up to and including the Option Exercise Date (as defined in Schedule “E”), at which time, if the relevant Option Exercise Conditions have been met, the Obligations of Exchange and the Contracting Party in association with any Underlying Transaction become effective, which Obligations will be fully performed upon the payment of all amounts by the respective parties to such Underlying Transactions.
- e. Settlement of Invoice Amounts – All amounts payable by the Contracting Party or Exchange under any Option Transaction are due and are payable and are to be settled pursuant to Article 7 [and the terms of this Agreement](#).



ARTICLE 5 - RECOURSE AND LIABILITY

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5.14 Remedies Upon an Unremedied Exchange Default or Exchange Bankruptcy Event of Default

...

b. Remedies Upon Early Termination – ...

- ...
- (iv) with respect to Terminated Transactions that are ~~transactions in~~ Financially Settled Power Futures Transactions ~~Products for which the notional quantity is financial power (collectively, "Financial Power Products")~~, have traded the highest overall volume of Financially Settled Power Futures Products on the relevant Transmission Provider listed on the ICE NGX Trading System, ...

...

ARTICLE 7 - INVOICES AND TAXES

7.1 Invoices

- a. Netting of Invoice Amounts — In determining the net amounts payable or receivable on each Invoice by the Contracting Party, Exchange will Set-off the amounts payable or receivable in the same currency on account of

- (i) for a Physical Settlement Invoice or a Physical Environmental Invoice, the Purchase Amount of the relevant commodity, ~~and~~

(ii) for an MTM Settlement Invoice, the MTM Settlement Amounts, and

- (iii) for a Financial Settlement Invoice, the ~~Cash Settlement Amount, MTM Settlement Amount and Daily~~ Financially Settled Futures Settlement Amount,

as applicable and the fees and applicable taxes, if any, for the Contracting Party. The Contracting Party will be obligated to pay or entitled to receive only such net amounts.

b. Preliminary Invoices –

...

- (iii) in respect of ~~Daily~~ Financially Settled Power Futures Transactions:



- (I) for ~~the~~ MTM Settlement Amounts, ~~in respect of any Obligations under all Daily Financially Settled Futures Transactions,~~ on or before the Business Day following the day each MTM Settlement Amount is determined as set forth in Schedule "E"; and
 - (II) for ~~the mark-to-market settled in the prior calendar month,~~ the Daily Financially Settled Futures Settlement Amounts for ~~that~~ the prior calendar month including a any applicable Post-Settlement Load Adjustment Amounts, ~~if applicable,~~ and any amount payable for fees to Exchange, on the second Business Day of each calendar month;
 - (iv) in respect of ~~all other~~ Financially Settled Gas Futures Transactions, for Financially Settled Futures Settlement Amounts for ~~any Obligations under Financially Settled Gas Futures Transaction to be settled in~~ the prior calendar month, any amount payable for fees to Exchange and any amounts payable on account of applicable taxes, on the second Business Day of each calendar month;
 - ...
- c. Disputed Invoice Items – Any items on any Invoice disputed by any Contracting Party must be noted to Exchange:
- (i) for ~~For~~ Invoices for Physically Settled Gas Futures Transactions, no later than the close of business on the fourth Business Day following the 15th of the month;
 - (ii) for ~~For~~ Invoices for Physically Settled Power Futures Transactions, no later than the close of business on the fourth Business Day following the 15th of the month;
 - (iii) for ~~For~~ Invoices for MTM Settlement Amounts ~~Daily Financially Settled Futures Transactions~~, no later than one Business Day prior to the Settlement Date;
 - (iv) for ~~For all other~~ Invoices for ~~all other~~ Financially Settled Futures Transactions, no later than one Business Day prior to the Financial Settlement Date;
 - (v) for ~~For~~ Invoices for Option Transactions, no later than one Business Day prior to the Option Premium Payment Date; and
 - (vi) for ~~For~~ Invoices for Forward (Bilateral) Transactions, no later than the close of business on the fourth Business Day following the 15th of the month.
 - ...
- e. Invoices Due and Payable – Subject to any amount hereunder becoming due and payable at an earlier time pursuant to the provisions of this Agreement, the amount of the Invoice owned by the Contracting Party to Exchange or to the Contracting Party by Exchange as shown on the applicable Invoice after the expiry of the applicable period set out in paragraph b. will be due and payable prior to 12:00 p.m. Mountain Prevailing Time:



- (i) for Invoices for Physically Settled Gas Futures Transactions, on the Physical Settlement Date;
 - (ii) for Invoices for Physically Settled Power Futures Transactions, on the Physical Settlement Date;
 - (iii) for Invoices for Daily Financially Settled Futures Transactions MTM Settlement Amounts, on the MTM Settlement Date ~~and the Cash Settlement Date~~;
 - (iv) for all other Invoices for Financially Settled Futures Transactions, on the Cash Financial Settlement Date;
 - (v) for Option Transactions, on the Option Premium Payment Date; and
 - (vi) for Forward (Bilateral) Transactions, on the Physical Settlement Date.
- f. Full Satisfaction – The payment or receipt by the Contracting Party of the net amount of an Invoice in accordance with this Agreement to or from Exchange will constitute full satisfaction of any settlement amount payable to or receivable by the Contracting Party and Exchange in respect of
- (i) for Invoices for Physically Settled Gas Futures Transactions, the Physically Settled Gas Futures Transactions including any Purchase Amount;
 - (ii) for Invoices for Physically Settled Power Futures Transactions, the Physically Settled Power Futures Transactions including any Purchase Amount;
 - (iii) for Invoices for ~~Daily~~ Financially Settled Power Futures Transactions, ~~a Daily the~~ Financially Settled Power Futures ~~Settlement~~ Transaction once all MTM Settlement Amounts and Financially Settled Futures Settlement Amounts ~~such amounts~~ in respect of the applicable Term have been paid, ~~unless a Daily Financially Settled Futures Settlement Transaction has been fully offset as determined in the sole discretion of Exchange, in which case full satisfaction of the applicable settlement amounts shall occur once all MTM Settlement Amounts, and if applicable, all Daily Settlement Amounts, have been paid (or received) as the case may be, in respect of all settlement amounts incurred up to and including the date of full offset~~;
 - (iv) for Invoices for ~~all other~~ Financially Settled Gas Futures Transactions, in respect of the Financially Settled Gas Futures Transactions;
 - (v) for Invoices for Option Transactions, in respect of the Option Transactions; and
 - (vi) for Invoices for Forward (Bilateral) Transactions, in respect of the Forward (Bilateral) Transactions.

- g. Corrections to an Invoice – In the event that the price(s) for any Financially Settled Futures Transaction or Option Transaction is corrected by the publication from which such index or indices is or are derived for settlement of such Transaction after a ~~Cash~~ the relevant Financial Settlement Date, Exchange will enter adjustments on the next monthly Invoice. ~~post on Exchange's Website for sole access by the Contracting Party a correcting Invoice to reflect the corrected Cash Settlement Amount or Daily Financially Settled Futures Settlement Amount within two (2) Business Days of being advised of such change. The correcting Invoices will be due and payable within five (5) Business Days of their issuance on terms as outlined in this Article 7.~~
- h. Invoices Final and Binding – Unless either the Contracting Party or Exchange has advised the other of any error in, or dispute in respect of an Invoice, the Invoice will be final and binding, absent manifest error, for all purposes on both the Contracting Party and Exchange
- (i) for Invoices for Physically Settled Gas Futures Transactions, 120 days after the Physical Settlement Date on which the Invoice was due;
 - (ii) for Invoices for Physically Settled Power Futures Transactions, 120 days after the Physical Settlement Date on which the Invoice was due, unless the Contracting Party has made a Failure to Schedule to Deliver or a Failure to Schedule to Take, in which case, Invoices payable will not be considered final until 180 days after the Physical Power Delivery Date;
 - (iii) for Invoices for MTM Settlement Amounts ~~Daily Financially Settled Futures Transactions~~, 120 days after the MTM Settlement Date on which the Invoice was due;
 - (iv) for all other Invoices for Financially Settled Futures Transactions, 120 days after the Financial Settlement Date on which the Invoice was due;
 - (v) for Option Transactions, 120 days after the Option Premium Payment Date on which the Invoice was due;
 - (vi) for Invoices for Forward (Bilateral) Transactions, 120 days after the Physical Settlement Date on which the Invoice was due; and
 - (vii) for any adjustment resulting from a disputed invoice item previously notified to Exchange, 60 days after the Invoice implementing the adjustment was due.

7.2 Payment of Invoices

...

- b. Payment of Invoices for MTM Settlement Amounts, Daily and Financially Settled Futures Settlement Amounts, ~~Cash Settlement Amounts and Futures Clearing Amounts~~ –



- (i) Exchange will identify a Cash Collateral Account for each Contracting Party that enters into a Financially Settled Futures Transaction.
- (ii) Unless otherwise agreed to by Exchange, payments in respect of MTM Settlement Amounts, ~~Daily and~~ Financially Settled Futures Settlement Amounts, ~~Cash Settlement Amounts and Futures Clearing Amounts~~
 - (I) by Exchange to the Contracting Party will be made by wire transfer by Exchange into the Contracting Party's Cash Collateral Account; and
 - (II) by the Contracting Party to Exchange will be made by wire transfer by Exchange from the Contracting Party's Cash Collateral Account into the Exchange Account identified by Exchange for receiving such funds.
- (iii) On each Business Day, Exchange will Set-Off any and all such amounts owing on that day as between the Exchange and the Contracting Party in respect of MTM Settlement Amounts, ~~Daily and~~ Financially Settled Futures Settlement Amounts, ~~Cash Settlement Amounts and Futures Clearing Amounts~~ to arrive at a single net settlement amount payable by Exchange to the Contracting Party or by the Contracting Party to Exchange.
- (iv) The Contracting Party is responsible for ensuring its Cash Collateral Account has sufficient funds in excess of the applicable Margin Requirement to satisfy the net settlement amount calculated and instructed by Exchange in accordance with subparagraph (iii), prior to 12:00 p.m. Mountain Prevailing Time on the applicable Settlement Date.

ARTICLE 8 – RESERVED FINANCIALLY SETTLED FUTURES PRODUCTS AND OPTION PRODUCTS

8.1 Reserved. Financially Settled Futures Products, and Option Products – General

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- ~~a. Forms of Financially Settled Futures Products, and Option Products – The forms of Financially Settled Futures Products and Option Products and a description of such Products which may be made available by Exchange to the Contracting Party from time to time are set forth in the ICE NGX Product List and Schedule “E”. Financially Settled Futures Products are Futures Products which can be settled only by the payment of a Cash Settlement Amount and are required to be cleared on ICE NGX Clearing System.~~
- ~~b. Entering into Financially Settled Futures Transactions – Each of Exchange and the Contracting Party, agrees to be bound by any Financially Settled Futures Transactions as: (i) entered into by the Contracting Party through the ICE NGX Trading System; (ii) entered into as a Block Transaction; or (iii) entered into the ICE NGX Clearing System through the Exchange of Futures for Related Product provision of Section 3.2. Each of Exchange and~~



~~the Contracting Party agrees to pay the Cash Settlement Amount, MTM Settlement Amount and Daily Financially Settled Futures Settlement Amount as may be required pursuant to any such Financially Settled Futures Transactions.~~

- e. ~~Entering into Option Transactions~~— Each of Exchange and the Contracting Party, each in its capacity as the Option Buyer or Option Seller, as the case may be, agrees to be bound by any Option Transactions as: (i) entered into by the Contracting Party through the ICE NGX Trading System; or (ii) entered into the ICE NGX Clearing System including, but not limited to, the terms of any applicable Underlying Futures Transaction and any associated payment or other obligations if such Option Transaction is exercised giving effect to an Underlying Transaction. The Option Buyer agrees to pay the Option Premium Amount as may be required pursuant to any such Option Transactions.
- d. ~~Recourse Against Exchange~~— ~~Exchange agrees to pay the Cash Settlement Amount, MTM Settlement Amount and Daily Financially Settled Futures Settlement Amount, if any, to the Contracting Party in respect of a Financially Settled Futures Transaction and Exchange agrees to pay the Option Premium Amount to the Option Seller in respect of an Option Transaction, each case to the extent required under the terms applicable to such Financially Settled Futures Transaction or Option Transaction.~~ The Contracting Party and Exchange hereby agree that the recourse of the Contracting Party in respect of any Financially Settled Futures Transactions or Option Transactions is against Exchange and agrees that in the event of an Exchange Default, the Contracting Party is entitled to all rights at law except as specifically limited by this Agreement. ~~Without limitation of the foregoing, in the event that there is an Unremedied Exchange Default, and there is at that time a Defaulting Financially Settled Futures Party or Defaulting Option Party under this Agreement or any other Contracting Party Agreement, Exchange will disclose the name of any such Defaulting Financially Settled Futures Party or Defaulting Option Party to any Contracting Parties affected by such Exchange Default, including the Contracting Party; provided however that any such disclosure by Exchange will not relieve Exchange of its liability to the recipient of the disclosure.~~
- e. ~~Performance of Financially Settled Futures Transactions~~— The settlement obligations of Exchange and the Contracting Party under any Financially Settled Futures Transaction will be fully performed upon the payment of all amounts by the Fixed Amount Payer and the corresponding Floating Amount Payer under any such Financially Settled Futures Transaction.
- f. ~~Performance of Option Transactions~~— The Obligations of Exchange and the Contracting Party under any Option Transaction will be fully performed upon the payment of all amounts by the Option Buyer under any such Option Transaction up to and including the Option Exercise Date (as defined in Schedule “E”), at which time, if the relevant Option Exercise Conditions have been met, the Obligations of Exchange and the Contracting Party in association with any Underlying Transaction become effective, which Obligations will be fully performed upon the payment of all amounts by the respective parties to such Underlying Transactions.



g. ~~Settlement and Netting of Invoice Amounts—All amounts payable by the Contracting Party or Exchange under any Financially Settled Futures Transaction or Option Transaction are due and are payable and are to be settled pursuant to Article 7. In determining the net amounts payable or receivable on each Invoice by the Contracting Party, Exchange will Set-Off the amounts payable or receivable in the same currency on account of the Cash Settlement Amount, MTM Settlement Amount and Daily Financially Settled Futures Settlement Amount, as applicable, and fees for the Contracting Party. The Contracting Party and Exchange will be obligated to pay or entitled to receive, as the case may be, only such net amounts. The Contracting Party shall be responsible for any and all wire transfer fees applied or deducted by the Exchange's bank relating to the receipt, deposit or transfer of amounts payable by the Contracting Party. On the Financially Settled Futures Settlement Date, Exchange will not remit any amounts payable from Exchange to the Contracting Party until all amounts payable from the Contracting Party to Exchange have been received by Exchange.~~

AMENDMENTS TO THE ICE NGX CONTRACTING PARTY AGREEMENT

SCHEDULE "C" - RISK MANAGEMENT POLICY

1. Definitions

Words and phrases capitalized in this Risk Management Policy and not defined herein have the same meaning as in this Agreement.

In this Schedule "C", the following terms and phrases mean as follows:

“AR Risk Add-on” means, for each Contracting Party, an amount equal to the sum of applicable holdback margin, early payments and late payments, and applicable taxes.

“Available Margin” means, for any Contracting Party, the difference between the value of the Collateral provided by such Contracting Party and available to Exchange and the Margin Requirement for such Contracting Party, each as calculated hereunder;

“Current Month Accounts Net Payable” means, for a Contracting Party, the sum of

- (i) in respect of Physically Settled Futures Transactions, the accounts payable owing by Exchange to such Contracting Party less the accounts receivable owing by such Contracting Party to Exchange for
 - (A) gas delivered or taken to date during that current month pursuant to all Physically Settled Gas Futures Transactions, other than Physically Settled Gas Futures Transactions with assigned delivery;
 - (B) the Physical Power scheduled for delivery or take to date during that current month pursuant to all Physically Settled Power Futures Transactions; and
- (ii) in respect of Physically Settled Gas Futures Transactions with assigned delivery (as set out in Schedule “J”), up to 100% of the Discretionary Delivery Credit, as applicable;

~~“Daily-Financially Settled Futures Settlement Net Payable” means, for a Contracting Party, the total Daily-Financially Settled Futures Settlement Amounts (as set forth in Schedule “E”) owing by Exchange to such Contracting Party, less the total Daily-Financially Settled Futures Settlement Amounts owing to Exchange by such Contracting Party, including any post settlement adjustments made in accordance with this Agreement;~~

“Discretionary Delivery Credit” means a discretionary credit of up to 100% of the accounts payable that will be owing by Exchange to such Contracting Party as at the next Physical Settlement Date less the accounts receivable that will be owing by such Contracting Party to Exchange as at the next Physical Settlement Date pursuant to all Physically Settled Gas Futures Transactions with assigned delivery (as set out in Schedule “J”) delivered during that current month;

~~“Futures Settlement Net Payable” means, for a Contracting Party, the total Futures Clearing Amounts owing by Exchange to such Contracting Party, less the total Futures Clearing Amounts owing to Exchange by such Contracting Party;~~

“Initial Margin” means, for each Contracting Party, an amount established by Exchange from time to time in accordance with the applicable margin policies of the Exchange as implemented from time to time;

“Initial Margin Rate” means, for a Product, an amount established by Exchange;

“Margin Limit” means, for each Contracting Party, an amount determined by Exchange which shall not exceed the value of the Collateral granted by such Contracting Party and available to Exchange, as calculated hereunder;

“Margin Requirement” means, for each Contracting Party, an amount equal to the sum of the Option Premium Amounts, AR Risk Add-on, Initial Margin and Variation Margin minus Net Accounts Payable, ~~Futures Settlement Net Payable~~, MTM Settlement Net Payable and ~~Daily Financially Settled~~ Futures Settlement Net Payable, as applicable, for such Contracting Party, as calculated ~~hereunder~~ under this Agreement;

~~“Market Price” means, in respect of any Product, the price reflecting the current market conditions as determined by Exchange;~~

“Minimum Available Margin Requirement” means,

- (i) with respect to a Contracting Party that transacts in Option Products, \$2,000,000;
- (ii) with respect to a Contracting Party that does not transact in Option Products, but transacts in Financially Settled Power Futures Products and/or Physically Settled Power Futures Products, \$1,000,000²; or
- (iii) with respect to a Contracting Party that does not transact in either Option Products or Financially Settled Power Futures Products or Physically Settled Power Futures Products, \$500,000.

“MTM Settlement Net Payable” means, for a Contracting Party, the total MTM Settlement Amounts (as set forth in Schedule “E”) owing by Exchange to such Contracting Party, less the total MTM Settlement Amounts owing to Exchange by such Contracting Party, including any post settlement adjustments made in accordance with this Agreement;

“Net Accounts Payable” means, for each Contracting Party, as applicable, an amount equal to the sum of Current Month Accounts Net Payable and Previous Months Accounts Net Payable, each as calculated hereunder;

“Net Equity” means, for each Contracting Party, as applicable, an amount equal to the total amount of Eligible Collateral Support provided minus Margin Requirement plus Initial Margin;

“Net Open Position” means in respect of each Product, the volume calculated as the positive difference between the sum of all purchases or sales, as applicable, of such Product and the sum of all opposite sales or purchases as applicable.

“Option Premium Amount” has the meaning ascribed thereto in Section 1.2 of the Terms and Conditions and is calculated in accordance with Schedule “E”;

~~“Post Settlement Delivery Adjustments” has the meaning ascribed thereto in Schedule “J”;~~

“Previous Month Accounts Net Payable” means, for a Contracting Party, respect of Physically Settled Futures Transactions, the accounts payable owing by Exchange to such Contracting Party less the accounts receivable owing by such Contracting Party to Exchange for

- (i) gas delivered or taken to date during the previous calendar month pursuant to all Physically Settled Gas Futures Transactions; and
- (ii) the Physical Power scheduled for delivery or take during the previous calendar month pursuant to all Physically Settled Power Futures Transactions;

“Risk Limit” has the meaning ascribed thereto in this Schedule “C”;

~~“Settlement Price” means, in respect of every Product for each Trading Day, the price as determined by Exchange, in its sole discretion, considering the reasonable estimation of the current Market Price using internal and external sources for each Product, such Settlement Price being determined no later than the end of every Business Day. Should the Contracting Party dispute such determination, Exchange will investigate and determine, in its sole discretion, whether or not a recalculation should be undertaken and will advise the Contracting Party of its decision as soon as reasonably practicable;~~

“Variation Margin” means, in respect of every Product for each trading day, the margin requirement reflecting the mark-to-market gains or losses relating to the Product or portfolio resulting from price movements. ~~the mark to market gains or losses of a portfolio of trades resulting from price movements as determined by Exchange, in its sole discretion.~~

2. Determination of Margin and Margin Rates

- a. Initial Margin Rate — Exchange may determine, from time-to-time and at its sole discretion, the Initial Margin Rate applicable to each Product, ~~from time to time, and such Initial Margin Rates will be determined at the sole discretion of Exchange;~~
- a.b. Variation Margin — In determining Variation Margin, Exchange will consider the reasonable estimation of the current market value using internal and external sources for each Product. Upon request or dispute by a Contracting Party, Exchange will investigate and determine, in its sole discretion, whether Variation Margin should be recalculated and will advise the Contracting Party of its determination as soon as reasonably practicable.

3. Margin Limit, Risk Limit and Discretionary Delivery Credit

- a. The Margin Limit for each Contracting Party is the amount at which the Contracting Party’s Initial Margin is equal to eighty percent (80%) of the Contracting Party’s Net Equity. A Contracting Party may increase its Margin Limit with Exchange by increasing its Collateral.
- b. The Contracting Party’s Risk Limit is equal to the Contracting Party’s Margin Limited.
- c. Exchange will determine each Contracting Party’s Discretionary Delivery Credit in conjunction with Exchange’s insurance provider. Such Discretionary Delivery Credit is subject to change. Exchange shall provide notice in writing to each Contracting Party of the maximum value of Discretionary Delivery Credit, or any change thereto, that will be applied in the calculation of ~~each-the~~ Contracting Party’s Margin Requirement.

4. Unsecured Credit

Exchange will not provide unsecured credit to any Contracting Party.

5. Activation

- a. Prior to any Contracting Party being activated to trade on the ICE NGX Trading System and/or ICE NGX Clearing System, the Contracting Party must complete an Application and provide documentation satisfactory to Exchange that it meets: (i) the Minimum Qualification Requirement, as evidenced by its latest financial statements; and (ii) any other qualification requirements imposed by Exchange having regard to overall integrity and security of Exchange, including, without limitation, corporate structure, governance or information relating to creditworthiness.
- b. If the Application is accepted by Exchange, Exchange will confirm to the Contracting Party that it believes the Contracting Party and, if applicable, its Credit Support Provider has satisfied the Minimum Qualification Requirement and any other fitness or financial requirements under this Section 5 or otherwise under this Agreement.

- c. A Contracting Party will be activated on the ICE NGX Trading System and/or ICE NGX Clearing System by Exchange after the Application has been accepted and all pre-requisite requirements have been satisfied under this Section 5 or otherwise under this Agreement and once Exchange has received Eligible Collateral Support which will be used to establish a Margin Limit for that Contracting Party.
- d. Exchange reserves the right to apply order size limits for each Contracting Party.
- e. At the discretion of Exchange, certain Contracting Parties will be allowed to sell only certain Physically Settled Gas Futures Products or Physically Settled Power Futures Products and provide Collateral to Exchange by utilizing Previous Month Accounts Net Payable and Current Month Accounts Net Payable payable by Exchange to such Contracting Parties.
- f. Exchange will activate designated persons for trading in specific Products on the ICE NGX Trading System and/or ICE NGX Clearing System based on instructions from the Administrator, and access by the Contracting Party to the applicable Transportation System pursuant to Section 2.6 of the Terms and Conditions.

6. Valuation of Collateral

For the purposes of calculating the value of Collateral, Available Margin and Margin Requirement for a Contracting Party, Exchange shall value the Collateral of the Contracting Party as follows:

- a. with respect to each letter of credit constituting Eligible Collateral Support, the undrawn portion of such letter of credit available to Exchange;
- b. with respect to cash, or interest-bearing instruments contemplated by Section 3.3 of the Terms and Conditions, the full amount of cash or the face value of the instrument, as applicable;
- c. with respect to Previous Month Accounts Net Payable, the amount of such Contracting Party's Previous Month Accounts Net Payable; provided that, no positive value shall be allocated for such Contracting Party for such Previous Month Accounts Net Payable after the 20th day of the current month;
- d. with respect to Current Month Accounts Net Payable, the amount of such Contracting Party's Current Month Accounts Net Payable;
- e. with respect to Financially Settled Futures Settlement Net Payable, the amount of such Contracting Party's Financially Settled Futures Settlement Net Payable; provided that, no positive value shall be allocated ~~for such Contracting Party~~ for such Financially Settled Futures Settlement Net Payable after the last calendar day of the month immediately preceding the month when such Financially Settled Futures Settlement Net Payable is to be paid;
- f. with respect to MTM Settlement Net Payable, the amount of such Contracting Party's MTM Settlement Net Payable, provided that no positive value shall be allocated for such Contracting Party; and
- ~~g. with respect to Daily Futures Settlement Net Payable, the amount of such Contracting Party's Daily Futures Settlement Net Payable, provided that no positive value shall be allocated for such Contracting Party; and~~
- ~~h.g.~~ with respect to Variation Margin, the amount determined for such Contracting Party by Exchange, in its sole discretion; provided that, no positive value shall be allocated for such Contracting Party for such Variation Margin from and after it converts to a Current Month Accounts Net Payable.

7. Daily Margin Limit Monitoring

During each Trading Day, Exchange will monitor the Margin Requirement of the Contracting Party and will make the Contracting Party's Margin Requirement available to the Contracting Party.

8. Request by Exchange for Eligible Collateral Support

- a. If the Initial Margin for a Contracting Party is equal to or greater than eighty percent (80%) of the Contracting Party's Net Equity, Exchange may request that additional Eligible Collateral Support be provided to Exchange.
- b. If
 - (i) the Initial Margin for a Contracting Party is equal to or greater than ninety percent (90%) of the Contracting Party's Net Equity, or
 - (ii) the Available Margin for the Contracting Party is less than the applicable Minimum Available Margin Requirement,
Exchange
 - (iii) may request that additional Eligible Collateral Support be provided to Exchange, and
 - (iv) may halt the Contracting Party from entering orders for Products which will increase its Margin Requirement until the Contracting Party provides additional Eligible Collateral Support to the satisfaction of Exchange.
- c. If the Initial Margin for a Contracting Party is equal to or greater than one hundred -(100%) of the Contracting Party's Net Equity-, Exchange
 - (i) may request that additional Eligible Collateral Support be provided to Exchange, and
 - (ii) will be entitled to, without limitation to any of its other rights or remedies, invoke the Liquidation Procedure pursuant to Section 5.6 of the Terms and Conditions and the Close-out Procedure pursuant to Section 8.3 of the Terms and Conditions.
- d. Except as provided under Section 8.e. of this Section "C", upon a request by Exchange for additional Eligible Collateral Support from a Contracting Party in accordance with this Agreement that is made on a Business Day for the Contracting Party, the Contracting Party agrees to provide such additional Eligible Collateral Support to Exchange within the next Business Day or, if the next Business Day is a Recognized Banking Holiday, then on the first Business Day that is not a Recognized Banking Holiday following any such request.
- e. Upon a request by Exchange for additional Eligible Collateral Support from a Contracting Party in accordance with subsection 8.c. of this Schedule "C" or as otherwise required by Exchange that is made
 - (i) at or before 9:00am Eastern Prevailing Time on a Business Day that that is not a Recognized Banking Holiday for the Contracting Party, the Contracting Party agrees to provide such additional Eligible Collateral Support to Exchange within the Business Day;
 - (ii) after 9:00am Eastern Prevailing Time on a Business Day that is a Recognized Banking Holiday for the Contracting Party, then on the first Business Day that is not a Recognized Banking Holiday following any such request.
- f. Notwithstanding anything else in this Agreement, including all Schedules, whenever the Exchange determines, in its sole discretion, that unstable conditions relating to one or more Products exist, or that the maintenance of an orderly market or the preservation of the fiscal integrity of the Exchange requires additional Eligible Collateral Support, or that any Contracting Party is carrying positions in Products or incurring risks in its account(s) that are larger than is justified by the financial and/or operational condition

of the Contracting Party, the Exchange may require additional Eligible Collateral Support to be deposited with the Exchange within such time(s) as may be specified by the Exchange, and/or may limit withdrawals of any Eligible Collateral Support on deposit from the Contracting Party for such time as may be specified by the exchange.

9. Request for Return of Eligible Collateral Support

- a. A Contracting Party may request a return of Cash Collateral, or a reduction of Eligible Collateral Support it has provided to Exchange in the form of a letter of credit, if:
- (i) its Initial Margin is less than eighty percent (80%) of Net Equity, all as calculated hereunder (the "Minimum Collateral Amount"); and
 - (ii) no Default has occurred and is continuing in respect of the Contracting Party and no Event of Default has been declared and is continuing in respect of the Contracting Party.
- b. Upon such a request, Exchange agrees to:
- (i) return an amount of Cash Collateral equal to the lesser of:
 - (A) the full amount of such Cash Collateral; or
 - (B) such portion of such Cash Collateral as would reduce the value of the Collateral of the Contracting Party to be retained by Exchange, as calculated hereunder, to the Minimum Collateral Amount,

such return of Cash Collateral to occur on the next Business Day or, if the next Business Day is a Recognized Banking Holiday, then on the first Business Day that is not a Recognized Banking Holiday, following such request; or
 - (ii) accept a new or revised letter of credit where the value of the Collateral of the Contracting Party to be retained by Exchange, as calculated hereunder, meets or exceeds the Minimum Collateral Amount.

10. Risk to Exchange

Notwithstanding any provision of this Agreement, Exchange reserves the right at any time to: (a) decline to enter into any Transactions which, in Exchange's sole determination, increases the credit exposure or adds additional risk of loss to or otherwise affects the risk profile of Exchange; or (b) take any other reasonable actions to preserve the integrity and security of Exchange, the ICE NGX Trading System and/or the ICE NGX Clearing System (including, without limitation, making a request of a Contracting Party for additional Eligible Collateral Support or invoking the Liquidation Procedure pursuant to Section 5.6 of the Terms and Conditions and the Close-out Procedure pursuant to Section 8.3 of the Terms and Conditions), as determined in the sole discretion of Exchange.

11. Settlement

Exchange will settle all Transactions in accordance with this Agreement, including without limitation the Risk Management Policy, for all Contracting Parties including the payment, deposit or transfer of Collateral to Exchange by the Contracting Parties to ensure the performance of all Transactions by the Contracting Parties.

12. Contracting Party Affiliate Netting

- a. Contracting Party Affiliates – Except as Exchange may otherwise agree, and without limitation to any other provision in this Agreement, Exchange will net the Transactions and related financial obligations of any Contracting Party and its Contracting Party Affiliates under this Agreement as follows:

- (i) the Initial Margin will be determined on the aggregate of the Net Open Positions of the Contracting Party and its Contracting Party Affiliates;
 - (ii) the Variation Margin applicable to all Transactions of the Contracting Party and its Contracting Party Affiliates will be netted; and
 - (iii) the accounts payable and accounts receivable for all Transactions of the Contracting Party and its Contracting Party Affiliates will be netted.
- b. Affiliate Waiver – Exchange may, in its sole discretion and upon request of the Contracting Party, agree not to net the Contracting Party’s Transactions and Net Open Positions netted with those of the Contracting Party’s affiliates. ~~If Exchange determines to do so, Exchange will only agree after the Contracting Party and each such affiliated Contracting Party have provided to Exchange Collateral sufficient to cover the Margin Requirements for each party.~~

13. Divisions or Business Units of Contracting Parties

At the request of a Contracting Party, Exchange may agree to provide segregated reports, invoices, nominations and Collateral accounts for divisions or business units as designated by the Contracting Party. Such segregation is for administration purposes only and will not change the rights or remedies of Exchange under this Agreement or the obligations of any such Contracting Party to perform its obligations as specified under this Agreement.

AMENDMENTS TO THE CONTRACTING PARTY AGREEMENT

SCHEDULE "E" - NATURAL GAS OPTIONS AND GAS AND POWER FINANCIALLY SETTLED
FUTURES TRANSACTIONS

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

~~Financially Settled Futures Transactions and Options may be entered into until such times on such trading days as is stipulated by Exchange on the ICE NGX Trading System.~~ This Schedule "E" contains the clearing and settlement provisions for all Financially Settled Futures Products and Option Products listed on the ICE NGX Product List and designated as cleared through the ICE NGX Clearing System.

1. Product Availability

Financially Settled Futures Transactions and Options may be entered into until such times on such trading days as is stipulated by Exchange on the ICE NGX Trading System.

1.2. Relationship to Agreement

~~a.~~ Nothing in this Schedule "E" will impair the obligations or rights of Exchange or the rights or obligations of the Contracting Party pursuant to this Agreement. Any Contracting Party which is a party to a Financially Settled Futures Transaction or Option Transaction hereby agrees that any such Financially Settled Futures Transaction or Option Transaction includes the provisions of this Schedule "E" and is subject to the terms of this Agreement.

3. RRO Products

a. EPCOR RRO Products – To the extent that a Contracting Party intends to have access to, and to enter orders for EPCOR RRO ~~Daily~~ Financially Settled Futures Transactions by way of the ICE NGX Trading System, ICE NGX Clearing System, or such other method or media permitted by the Exchange, the Contracting Party represents that it has entered into an EPCOR Agreement and remains in good standing under such agreement which constitutes a valid and binding legal obligation of the Contracting Party with EPCOR, during such time as the Contracting Party has outstanding obligations relating to EPCOR RRO ~~Daily~~ Financially Settled Futures Transactions. For clarity, this Agreement does not govern the relationship between Exchange and Contracting Parties with respect to having access to and transacting with EPCOR off of the ICE NGX Trading System. In the event of conflict between this Agreement and the EPCOR Agreement:

- (i) where the conflict relates to trading on the ICE NGX Trading System or to clearing or settlement on the ICE NGX Clearing System, the Agreement shall prevail; and
- (ii) where the conflict relates to trading with EPCOR off of the ICE NGX Trading System, the EPCOR Agreement shall prevail.

b. ENMAX RRO Products – To the extent that a Contracting Party intends to have access to, and to enter orders for ENMAX RRO ~~Daily~~ Financially Settled Futures Transactions by way of the ICE NGX Trading System, ICE NGX Clearing System, or such other method or media permitted by the Exchange, the Contracting Party represents that it has entered into an ENMAX Agreement and remains in good standing under such agreement which constitutes a valid and binding legal obligation of the Contracting Party with ENMAX,

during such time as the Contracting Party has outstanding obligations relating to ENMAX RRO ~~Daily~~ Financially Settled Futures Transactions. For clarity, this Agreement does not govern the relationship between Exchange and Contracting Parties with respect to having access to and transacting with ENMAX off of the ICE NGX Trading System. In the event of conflict between this Agreement and the ENMAX Agreement where the conflict relates to trading on the ICE NGX Trading System or to clearing or settlement on the ICE NGX Clearing System, the Agreement shall prevail.

2.4. Calculation Periods ~~For~~ for Financially Settled Futures Products

- a. ~~Natural Gas~~ Financially Settled Gas Futures Transactions – The Calculation Period for a Financially Settled Gas Futures Transaction is equal to the number of days in the Term of the Financially Settled Gas Futures Transaction ~~starting on the Effective Date and ending on the Period End Date~~.
- b. Financially Settled Power Futures Transactions – The Calculation Period for a Financially Settled Power Futures Transaction is equal to the number of hours in the applicable Term of the Financially Settled Power Futures Transaction ~~Product starting on the Effective Date and ending on the Period End Date~~.

3.5. Determination of Financially Settled Futures Settlement Amounts ~~Cash Settlement Clearing Amounts~~ for Financially Settled Gas Futures Transactions ~~Other Than Daily Financially Settled Futures Transactions~~

a. ~~Calculation of Fixed Amount:~~ –

~~b.a.~~ The Fixed Amount payable under a Transaction by the Fixed Price Payer under a Financially Settled Gas Futures Transaction is will be calculated as follows:

The Fixed Amount equals the Notional Quantity times the Calculation Period times the Fixed Price.

e. ~~Calculation of Floating Amount:~~ –

~~d.b.~~ The Floating Amount payable under a Futures Transaction by the Floating Price Payer under a Financially Settled Gas Futures Transaction is will be calculated as follows:

The Floating Amount equals the Notional Quantity times the Calculation Period times the Floating Price.

e.c. Calculation of Financially Settled Futures Settlement Amount for Financially Settled Gas Futures Transactions – ~~Clearing Amount:~~

(i) The ~~Futures Clearing Amount~~ Financially Settled Futures Settlement Amount for each Financially Settled Gas Futures Transaction settled against a monthly index is the result obtained by subtracting the Floating Amount from the Fixed Amount.

(ii) If the Financially Settled Futures Settlement Amount ~~Futures Clearing Amount~~ (expressed in CAD\$ or USD\$U.S.) is greater than 0, Fixed Price Payer agrees to pay such amount to Floating Price Payers ~~such Futures Clearing Amount~~ on the Futures Financial Settlement Date.

(iii) If the Financially Settled Futures Settlement Amount ~~Futures Clearing Amount~~ (expressed in CAD\$C or USD\$U.S.) is less than 0, Floating Price Payer agrees to pay such amount to Fixed Price Payer on the ~~Futures Financial~~ Settlement Date ~~the absolute value of such Futures Clearing Amount.~~

4.6. Determination of Mark-to-Market Settlement and ~~Daily~~ Financially Settled Futures Settlement Amounts for ~~Daily~~ Financially Settled Power Futures Transactions

a. Determination of Mark-to-Market Settlement Amount –

(i) On the Transaction Date, the mark-to-market settlement amount (“MTM Settlement Amount”) for a ~~Daily~~ Financially Settled Power Futures Transaction is the result obtained by subtracting the Settlement Price (SP) from the Fixed Price (FP) times the Calculation Period (CP) times the Notional Quantity (NQ); ~~(FP - SP x CP x NQ).~~

(ii) On each Business Day following the Transaction Date ~~of, for the applicable~~ Term of a ~~Daily Financially Settled Power~~ Futures Transaction, the MTM Settlement Amount is the result obtained by subtracting the Settlement Price (SP) from the Prior Settlement Price (SPP) times the Calculation Period (CP) times the Notional Quantity (NQ); ~~(PSS - SP x CP x NQ).~~

(iii) If the MTM Settlement Amount (expressed in CAD\$C or USD\$U.S.) is greater than 0, Fixed Price Payer agrees to pay such MTM Settlement Amount to Floating Price Payer ~~such MTM Settlement Amount~~ on the MTM Settlement Date.

(iv) If the MTM Settlement Amount (expressed in CAD\$C or USD\$U.S.) is less than 0, Floating Price Payer agrees to pay the absolute value of such MTM Settlement Amount to Fixed Price Payer ~~the absolute value of such MTM Settlement Amount~~ on the MTM Settlement Date.

b. Determination of ~~Daily~~ Financially Settled Futures Settlement Amount for Financially Settled Power Futures Transactions –

(i) On each Business Day ~~commencing on the first Business Day~~ of the ~~applicable~~ Term of a ~~Daily~~ Financially Settled Power Futures Transaction, ~~and continuing for the Term of a Daily Financially Settled Futures Transaction,~~ the ~~Daily Financially Settled Futures Settlement~~ Daily Clearing Amount is the result obtained by subtracting the Floating Price (FP) from the Settlement Price (SP) times the Calculation Period (CP) times the Notional Quantity (NQ); ~~(SP - FP x CP x NQ).~~

(ii) The Financially Settled Futures Settlement Amount for a Financially Settled Power Futures Transaction is the absolute value of the sum of the Daily Clearing Amounts for each day of the Term of the Transaction

(iii) If the ~~Daily~~ Financially Settled Futures Settlement Amount (expressed in CAD\$C or USD\$U.S.) is greater than 0, Fixed Price Payer agrees to pay ~~to Floating Price Payer~~ such amount ~~Daily Financially Settled Futures Settlement Amount to~~ Floating Price Payer on the ~~Daily~~ Financially Settled Futures Settlement Date.

(iv) If the ~~Daily~~ Financially Settled Futures Settlement Amount (expressed in ~~CAD~~\$ or ~~USD~~\$U.S.) is less than 0, Floating Price Payer agrees to pay ~~to Fixed Price Payer~~ the absolute value of such ~~amount~~ ~~Daily Financially Settled Futures Settlement Amount~~ ~~to Fixed Price Payer~~ on the Financially Settled Futures Settlement Date.

5.7. Determination of Option Premium Amount, Option Exercise Conditions and Effect of Option Exercise

a. Calculation of Option Premium Amount: ~~=~~

The Option Premium Amount payable by the Option Buyer under an Option Transaction in which the relevant Underlying Transaction is a Futures Transaction equals the Option Premium Price times the Notional Quantity for such Futures Transaction times the Calculation Period for such Futures Transaction.

b. Description of Option Exercise Conditions: ~~=~~

(i) ~~Call Options~~: ~~=~~ An Option Transaction that relates to a Call Option on an Underlying Transaction that is a Futures Transaction will be exercised (the "Call Exercise") such that the Option Buyer shall cause the Underlying Transaction to become effective if, in the case of an Alberta-Fixed or Alberta-Basis Futures Call Option, the Underlying Price is greater than the Strike Price on the relevant Option Exercise Date.

~~(ii)~~ ~~Put Options~~: ~~=~~ An Option Transaction that relates to a Put Option on an Underlying Transaction that is a Futures Transaction will be exercised (the "Put Exercise") such that the Option Buyer shall cause the Underlying Transaction to become effective if, in the case of an Alberta-Fixed or Alberta-Basis Futures Put Option, the Underlying Price is less than the Strike Price on the relevant Option Exercise Date.

c. Effect of Option Exercise: ~~=~~

(i) ~~Alberta-Fixed and Alberta-Basis Futures Call Option~~: ~~=~~ If the Call Exercise occurs, then the Underlying Transaction (the Alberta-Fixed Futures or the Alberta-Basis Futures) becomes effective as of the Call Exercise, the terms and conditions applicable to such Underlying Transaction govern and the following is deemed to have occurred:

~~(A)~~ ~~(A)~~ the Option Buyer becomes the Fixed Price Payer in respect of such Alberta-Fixed or Alberta-Basis Futures Transaction and has the respective rights and obligations of such payer under this Agreement, including with respect to the applicable Futures Clearing Amount payable on the respective ~~Futures~~ ~~Financial~~ Settlement Date;

~~(B)~~ ~~(B)~~ the Option Seller becomes the Floating Price Payer in respect of the Alberta-Fixed or Alberta-Basis Futures and has the respective rights and obligations of such payer under this Agreement, including with respect to the applicable Futures Clearing Amount payable on the respective ~~Futures~~ ~~Financial~~ Settlement Date;

~~(iii)~~(C) the Strike Price becomes the Fixed Price in respect of the Alberta-Fixed or Alberta-Basis Futures; and

~~(A)~~(D) the Underlying Price becomes the Floating Price in respect of the Alberta-Fixed or Alberta-Basis Futures.

~~(iv)~~(ii) Alberta-Fixed and Alberta-Basis Futures Put Option: — If the Put Exercise occurs, then the Underlying Transaction (the Alberta-Fixed Futures or the Alberta-Basis Futures) becomes effective as of the Put Exercise, the terms and conditions applicable to such Underlying Transaction govern and the following is deemed to have occurred:

~~(i)~~(A) the Option Buyer becomes the Floating Price Payer in respect of such Alberta-Fixed or Alberta-Basis Futures Transaction and has the respective rights and obligations of such payer under this Agreement, including with respect to the applicable Futures Clearing Amount payable on the respective ~~Futures~~ Financial Settlement Date;

~~(ii)~~(B) the Option Seller becomes the Fixed Price Payer in respect of the Alberta-Fixed or Alberta-Basis Futures and has the respective rights and obligations of such payer under this Agreement, including with respect to the applicable Futures Clearing Amount payable on the respective ~~Futures~~ Financial Settlement Date;

~~(iii)~~(C) the Underlying Price becomes the Floating Price in respect of the Alberta-Fixed or Alberta-Basis Futures; and

~~(iv)~~(D) the Strike Price becomes the Fixed Price in respect of the Alberta-Fixed or Alberta-Basis Futures.

If an Option Transaction is not exercised, then such Option Transaction shall be deemed to have met the Option Expiry Conditions and such Option Transaction will expire on the respective Option Exercise Date with no further opportunity for the Underlying Transaction to become effective.

In the event that the Underlying Price for any Option Transaction (where the Underlying Transaction is a Futures Transaction) is corrected (the "Correction") by the publication from which the applicable price was derived after the Option Exercise Date, Exchange will post on Exchange's Website for access by the respective Option Buyer and corresponding Option Seller the corrected Underlying Price (the "Corrected Underlying Price"). If such Option Transaction was exercised on the Option Exercise Date but the posting of the Corrected Underlying Price would mean that with the benefit of such information on the Option Exercise Date the respective Option Exercise Conditions would not have been met, then the Underlying Transaction will be cancelled if (a) the Corrected Underlying Price is lower than the Strike Price in the case of a Call Option, or higher than the Strike Price in the case of a Put Option, and (b) the Correction occurs within thirty (30) days (the "Correction Date") of the Option Exercise Date.

If such Option Transaction expired on the Option Exercise Date but the posting of the Corrected Underlying Price would mean that with the benefit of such information on the Option Exercise Date the respective Option Exercise Conditions would have been met,

then the expiry will be cancelled and the Underlying Transaction will be deemed to have become effective as of the Option Exercise Date if (a) the Corrected Underlying Price is higher than the Strike price in the case of a Call Option, or lower than the Strike Price in the case of a Put Option and (b) the Correction occurs within the Correction Date.

~~6.8. Futures Invoices, Amounts and Option Invoices~~

~~Invoices will be due and payable as follows:~~

~~a. Financially Settled Futures Transactions and Daily Financially Settled Futures Transactions (other than the MTM Settlement Amount) in accordance with the Financially Settled Futures Settlement Date.~~

~~a. Financially Settled Gas Futures Transactions – Exchange will determine the amounts owing or payable on monthly Invoices for Financially Settled Gas Futures as follows:~~

~~(i) for the Financially Settled Futures Settlement Clearing Amounts, in accordance with Section 5 of this Schedule “E”; plus~~

~~(ii) all Transaction Fees in respect of Financially Settled Gas Futures Transactions, as applicable, as outlined in the Fee Schedule; plus~~

~~(iii) any applicable taxes pursuant to Article 7 of this Agreement.~~

~~b. Daily Financially Settled Futures Transactions – MTM Settlement Amounts and Daily Financially Settled Settlement Amounts will be invoiced in accordance with the MTM Settlement Date and the Financially Settled Futures Settlement Date, respectively.~~

~~b. Financially Settled Power Futures Transactions: MTM Settlement Amounts – Exchange will determine the MTM Settlement Amounts, owing or payable on daily Invoices for Financially Settled Power Futures in accordance with Section 6.a of this Schedule “E”;~~

~~c. Financially Settled Power Futures Transactions: Monthly Settlement Amounts – Exchange will determine the amounts owing or payable on monthly Invoices for Financially Settled Power Futures as follows:~~

~~(i) for the Daily Financially Settled Futures Settlement Amounts, in accordance with Section 6.b. of this Schedule “E”; plus and~~

~~(ii) all Transaction Fees in respect of Financially Settled Power Futures Transactions, as applicable, as outlined in the Fee Schedule; plus~~

~~(iii) any applicable taxes pursuant to Article 7 of this Agreement.~~

~~c. Options – Exchange will determine the amounts owing or payable on monthly Invoices for Options as follows:~~

~~(i) for Option Premium Amounts, will be determined in accordance with Section 7 of this Schedule “E”; plus~~

~~(ii) all Transaction Fees in respect of Options Transactions as outlined in the Fee Schedule; plus and Article 7 of the Terms and Conditions~~

(iii) any applicable taxes pursuant to Article 7 of this Agreement.

~~c. Options – Option Premium Amount – in accordance with the Option Premium Payment Date; with respect to the Underlying Transaction, if the respective Option Transaction is exercised on the applicable Option Exercise Date, Invoicing will occur as per the Underlying Transaction.~~

7.9. Liability

- a. No Indirect Damages – Other than as specifically set forth in this Agreement, in no event shall Exchange or the Contracting Party be liable under this Agreement or any Financially Settled Futures Transaction or Option Transaction for any special, consequential or indirect damages or claims, including without limitation, loss of profits or revenues, cost of capital or claims of any of the suppliers or customers to the Contracting Party arising out of any Contracting Party Default or Exchange Default or any other matter for which liability may be assessed under this Agreement or any ~~Futures~~ Transaction.

8.10. Interpretation

- a. All amounts of money referred to herein or in this Agreement in respect of Financially Settled Futures Products and Options Products are in Canadian Dollars unless otherwise expressly stated to be in United States dollars.
- b. Capitalized words and phrases used in this Schedule and not defined in this Schedule will have the same meaning as set forth in this Agreement.

9.11. Definitions

"Alberta Electric System Operator" or "AESO" means the Alberta Electric System Operator ~~(formerly known as Power Pool of Alberta)~~, a not-for-profit corporation established under the *Electric Utilities Act* (Alberta);

"Alberta Electricity Floating Price" or "AEFP" means the actual hourly price of ~~Financial Power~~ power as published (in final, not forecast form) by the AESO in the table entitled "Actual/Forecast" reported for the applicable day in the column for "Actual Posted Pool Price" and in the rows for the applicable Calculation Period, on the AESO internet web page currently located at ets.aeso.ca; provided that such Alberta Electricity Floating Price shall be corrected to reflect any "Pool Price Errors" as may be posted on such web page, or otherwise communicated, from time to time by the Power Pool of Alberta;

"Alberta Extended Off-Peak" means the seven (7) hour period for each day starting at 0000 MPT and ending at 0700 MPT (HE 0000 to HE 0700 inclusive), and the one (1) hour period starting at 2300 MPT and ending at 2400 MPT (HE2400);

"Alberta Extended Peak" means the sixteen (16) hour periods for each day starting at 0700 MPT and ending at 2300 MPT (HE 0800 to HE 2300 inclusive);

"Alberta Flat" means the periods on each calendar day as follows:

- (i) in the case of a Sunday on and from which time is to be one hour in advance of mountain standard time (second Sunday in March), the twenty-three (23) hour

period starting at 0000 MPT and ending at 2400 MPT (HE0100 to HE2300 inclusive);

- (ii) in the case of a Sunday on and from which time is no longer to be one hour in advance of mountain standard time (first Sunday in November), the twenty-five (25) hour period starting at 0000 MPT and ending at 2400 MPT (HE0100 to HE2500 inclusive); and
- (iii) for all other calendar days, the twenty-four (24) hour period starting at 0000 MPT and ending at 2400 MPT (HE0100 to HE2400 inclusive);

"Alberta Hourly" means any of the twenty-four (24) hour periods for each day starting at 0000 MPT and ending at 2400 MPT (HE0100 to HE2400 inclusive);

"Alberta Off-Peak" means the periods as follows:

- (i) in the case of a Sunday on and from which time is to be one hour in advance of mountain standard time (second Sunday in March), the twenty-three (23) hour period starting at 0000 MPT and ending at 2400 MPT (HE0100 to HE2300 inclusive);
- (ii) in the case of a Sunday on and from which time is no longer to be one hour in advance of mountain standard time (first Sunday in November), the twenty-five (25) hour period starting at 0000 MPT and ending at 2400 MPT (HE0100 to HE2500 inclusive);
- (iii) for all other Sundays, the twenty-four (24) hour period starting at 0000 MPT and ending at 2400 MPT (HE0100 to HE2400 inclusive);
- (iv) for each NERC Holiday, the twenty-four (24) hour period starting at 0000 MPT and ending at 2400 MPT (HE0100 to HE2400 inclusive); and
- (v) for each Monday, Tuesday, Wednesday, Thursday, Friday and Saturday which is not NERC Holiday, the seven (7) hour period starting at 0000 MPT and ending at 0700 MPT (HE0100 to HE0700 inclusive); and the one (1) hour period starting at 2300 MPT and ending at 2400 MPT (HE2400);

"Alberta Peak" means the sixteen-hour (16) periods for each Monday, Tuesday, Wednesday, Thursday, Friday and Saturday which is not a NERC Holiday, starting at 0700 MPT and ending at 2300 MPT (HE0800 to HE2300 inclusive);

"Alberta Super Peak" means the six (6) hour periods for each day starting at 1600 MPT and ending at 2200 MPT (HE1700 to HE2200 inclusive);

~~"BBtu" means billions (10⁹) British thermal units;~~

~~"Calculation Period" [has the meaning set out in Section 4 of this Schedule](#); means the number of days in the Term of the Underlying Transaction if natural gas Option Transaction; and the number of hours in the Term of a financial power Futures Transaction;~~

"Effective Date" means, in respect of a [Financially Settled](#) Futures Transaction, the first day of the ~~Term of the Transaction specified in any Futures Product pursuant to this Schedule "E"~~;

~~"Energy Conversion Rate" means the energy conversion rate for GJ and MMBtu as published by the Gas Industry Standards Board;~~

"ENMAX" means ENMAX Energy Corporation;

"ENMAX Agreement" means the ENMAX Energy Corporation Auction Sessions Terms and Conditions;

"ENMAX Post-Settlement Load Adjustment" is an adjustment to ENMAX's Regulated Rate Option load with respect to ENMAX RRO Daily Financially Settled Futures Transactions as confirmed by ENMAX;

"ENMAX RRO" means a product that covers a percentage of ENMAX's Regulated Rate Option load inclusive of line losses and unaccounted for energy that is to be settled as a Daily Financially Settled Futures Transaction against the Alberta Electricity Floating Price, for each applicable hour (and for the avoidance of doubt, "line losses" and "unaccounted for energy" shall have the same meaning as described in Alberta Utilities Commission Rule 021);

"ENMAX RRO – LFM" means a product that covers a percentage of ENMAX's regulated rate option load that is to be settled as a financial swap using ENMAX LFM plus the trade differential price against the AEFP with respect to consumed volume. The minimum size for ENMAX RRO – LFM electricity swap is 1.0% of ENMAX's regulated rate option load;

"EPCOR" means EPCOR Energy Alberta GP Inc. as general partner of EPCOR Energy Alberta Limited Partnership;

"EPCOR RRO" means a product that covers a percentage of EPCOR's Regulated Rate Option load inclusive of line losses and unaccounted for energy that is to be settled as a Daily Financially Settled Futures Transaction against the Alberta Electricity Floating Price, for each applicable hour (and for the avoidance of doubt, "line losses" and "unaccounted for energy" shall have the same meaning as described in Alberta Utilities Commission Rule 021);

"EPCOR Agreement" means the EPCOR "Expression of Interest Form" and associated Terms and Conditions;

"EPCOR Post-Settlement Load Adjustment" is an adjustment to EPCOR'S Regulated Rate Option load with respect to EPCOR RRO Daily Financially Settled Futures Transactions as confirmed by EPCOR;

"EPT" means Eastern ~~p~~Prevailing ~~t~~Time;

"Fixed Amount" means an amount payable by the Fixed Price Payer on the ~~Futures~~ [Financial Settlement Date](#) to be determined by reference to the Fixed Price, Notional Quantity and Calculation Period for the applicable [Financially Settled](#) Futures ~~Product Transaction~~ as specified in the ICE NGX Product List;

"Fixed Price" means, for a Financially Settled Futures Transaction, the fixed price ~~as negotiated electronically for the applicable Futures Product as specified in the ICE NGX Product List~~ and agreed to by Exchange and the Contracting Party upon entering into the ~~Futures~~ Transaction;

~~"Fixed Price Payer" means the party which is obligated to make payments in respect of the Futures Transaction of amounts calculated by reference to the Fixed Price, Notional Quantity and Calculation Period, as the case may be;~~

"Floating Amount" means, for a Financially Settled Futures Transaction, an amount payable by the floating price Payer on the ~~Futures Financial~~ Settlement Date determined by reference to the Floating Price, Notional Quantity and Calculation Period for the applicable Transaction ~~Futures Product as specified in the ICE NGX Product List~~;

"Floating Price" means, for a Financially Settled Futures Transaction, the floating price for the applicable Financially Settled Futures Product determined as specified in the ICE NGX Product List and this Schedule E;

~~"Floating Price Payer" means the party which is obligated to make payments from time to time in respect of the Futures Transaction of amounts calculated by reference to the Floating Price, Notional Quantity and Calculation Period, as the case may be;~~

~~"GigaJoule" or "GJ" means 1,000,000,000 Joules;~~

~~"Heat Rate" means a measure of generating station thermal efficiency, generally expressed in GJ per net MWh. It is computed by dividing the total GJ content of fuel burned for electric generation by the resulting net MWh generation;~~

~~"Hour Ending" or "HE" means the period ending that hour, e.g. HE1100 means the time starting 10:00:00 and ending at 10:59:59 hours;~~

~~"Hourly Ontario Financial Power Price" or "HOEP" means the Hourly Ontario Financial Power Price as published by IESO on their website. In the event that Locational Marginal Pricing is introduced in the Ontario financial power market or Exchange determines, in its sole discretion acting reasonably, that the HOEP is no longer the applicable reference to determine the Floating Price Description for the Ontario Financial Power Products, the Floating Price Description for the Ontario Financial Power Products shall be the Day-Ahead Market (DAM) Ontario Zonal Price as defined and published by the IESO;~~

~~"IESO" means the Ontario Independent Electricity System Operator, a not-for-profit entity established by the Government of Ontario;~~

~~"Joule" means that amount of work done when the point of application of a force of one (1) newton is displaced a distance of one (1) metre in the direction of the force;~~

~~"Megawatt" or "MW" means one million (1,000,000) Watts;~~

~~"Megawatt-hour" or "MWh" means one megawatt of electricity for one hour;~~

~~"Month" means a calendar month;~~

~~"MMBtu" means millions (10⁶) British thermal units;~~

~~"MPT" means Mountain prevailing time;~~

~~"NERC" means the North American Electricity Reliability Council or any successor organization thereto;~~

~~"NERC Holiday" means such additional off-peak days as published by NERC on its internet website in a table called "Additional Off-peak Days (aka holidays) for Eastern and Western Interconnections";~~

~~"Notional Quantity" means the notional quantity of the underlying commodity gas or financial power agreed to by Exchange and the Contracting Party, upon entering into a Financially Settled Futures Transaction, which forms the basis of settlement for the Financially Settled Futures Transaction and is referred to in the respective Financially Settled Futures Confirmation as the Notional Quantity;~~

~~"Ontario – Flat" means the periods on each calendar day as follows:~~

- ~~(i) in the case of a Sunday on and from which time is to be one hour in advance of eastern standard time (second Sunday in March), the twenty-three (23) hour period starting at 0000 EPT and ending at 2400 EPT (HE0100 to HE2300 inclusive);~~
- ~~(ii) in the case of a Sunday on and from which time is no longer to be one hour in advance of eastern standard time (first Sunday in November), the twenty-five (25) hour period starting at 0000 EPT and ending at 2400 EPT (HE0100 to HE2500 inclusive); and~~
- ~~(iii) for all other calendar days, the twenty-four (24) hour period starting at 0000 EPT and ending at 2400 EPT (HE0100 to HE2400 inclusive);~~

~~"Ontario Extended Off-Peak" means the seven (7) hour period for each day starting at 0000 EPT and ending at 0700 EPT (HE0100 to HE0700 inclusive); and the one (1) hour period starting at 2300 EPT and ending at 2400 EPT (HE2400);~~

~~"Ontario Extended Peak" means the sixteen-hour (16) periods for each day, starting at 0700 EPT and ending at 2300 EPT (HE0800 to HE2300 inclusive)~~

~~"Ontario On-Peak" means the sixteen-hour (16) periods for each Monday, Tuesday, Wednesday, Thursday and Friday which is not a NERC Holiday, starting at 0700 EPT and ending at 2300 EPT (HE0800 to HE2300 inclusive);~~

~~"Ontario Off-Peak" means the periods as follows:~~

- ~~(i) in the case of a Sunday on and from which time is to be one hour in advance of eastern standard time (second Sunday in March), the twenty-three (23) hour period starting at 0000 EPT and ending at 2400 EPT (HE0100 to HE2300 inclusive);~~
- ~~(ii) in the case of a Sunday on and from which time is no longer to be one hour in advance of eastern standard time (first Sunday in November), the twenty-five (25)~~

hour period starting at 0000 EPT and ending at 2400 EPT (HE0100 to HE2500 inclusive);

- (iii) for all other Saturdays and Sundays, the twenty-four (24) hour period starting at 0000 EPT and ending at 2400 EPT (HE0100 to HE2400 inclusive);
- (iv) for each NERC Holiday, the twenty-four (24) hour period starting at 0000 EPT and ending at 2400 EPT (HE0100 to HE2400 inclusive); and
- (v) for each Monday, Tuesday, Wednesday, Thursday and Friday which is not NERC Holiday, the seven (7) hour period starting at 0000 EPT and ending at 0700 EPT (HE0100 to HE0700 inclusive); and the one (1) hour period starting at 2300 EPT and ending at 2400 EPT (HE2400);

~~"Option Exercise Conditions"~~ means, for any Option Transaction, the option exercise conditions specified in this Schedule ~~"E"~~;

~~"Option Exercise Date"~~ means the day on which an Option Transaction is either deemed to be exercised or deemed to expire depending on the Option Exercise Conditions or Option Expiry Conditions, as the case may be, having been met, which date is specified for each Option Transaction as the date the Underlying Price is established by Exchange;

~~"Option Expiry Conditions"~~ means, for any Option Transaction, the failure of any or all Option Exercise Conditions to have been met on the respective Option Exercise Date, in which case such Option Transaction shall be deemed to have expired with no further opportunity for the Underlying Transaction to become effective;

~~"Option Premium Price"~~ means the price per unit negotiated between the Option Buyer and the Option Seller for any Option Transaction;

~~"Period End Date"~~ means, in respect of a Futures Transaction, the last day ~~during of the term~~ Term of the Transaction ~~specified in any Futures Product Transaction pursuant to this Schedule "E"~~;

~~"PPT" means Pacific prevailing time;~~

"Prior Settlement Price" means the Settlement Price for the trading session ending on the Business Day prior to the current trading session;

~~"Settlement Price" means, in respect of every Product for each trading day, the price as determined by Exchange, in its sole discretion, considering the reasonable estimation of the current Market Price using internal and external sources for each Product, such Settlement Price being determined no later than the end of every Business Day. Should the Contracting Party dispute such determination, Exchange will investigate and determine, in its sole discretion, whether or not a recalculation should be undertaken and will advise the contracting Party of its decision as soon as reasonably practicable;~~

"Strike Price" means, in respect of an Option Product, the price negotiated between the Option Buyer and the Option Seller that will constitute the price against which the Underlying Price for that Product will be measured on the applicable Option Exercise Date

which measurement forms the basis for determining whether the respective Option Exercise Conditions have been met for that particular Option ~~Product~~Transaction;

~~"TeraJoule" or "TJ" means 1,000,000,000,000 Joules and is equal to 1,000 GJ;~~

"Term" means in respect of a Financially Settled Futures Transaction, the period of time to which ~~a~~ the Financially Settled Futures Transaction relates commencing on the Effective Date and ending on the Period End date, negotiated electronically and agreed to by Exchange and the Contracting Party upon entering into the Transaction;

~~"U.S. Provider" is defined in the ICE NGX Price Methodology Guide;~~

"Underlying Price" means, in respect of an Option Product, the price to be measured against the relevant Strike Price on the applicable Option Exercise Date, as set forth in the ICE NGX Product List, which measurement forms the basis for determining whether the respective Option Exercise Conditions have been met for that particular Option Product; and

"Watt" means the power that produces energy at the rate of one (1) Joule per second.