

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;
 - (C) the Environmental Products delivered or taken to date during that current month pursuant to all Physically Settled Environmental 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 Futures Settlement Net Payable, as applicable, for such Contracting Party, as calculated hereunder;

“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 Financial Power Products and/or Physical Power Products, \$1,000,000;
- (iii) with respect to a Contracting Party that does not transact in either Option Products or Financial Power Products or Physical Power 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 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 the Initial Margin Rate applicable to each Product, from time-to-time and at the sole discretion of Exchange;
- 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;
- c. Delivery Margin — Exchange may determine to apply Delivery Margin in respect of any Product and may determine the Delivery Margin Rate applicable to each such product, each at the sole discretion of Exchange.

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 of the maximum value of Discretionary Delivery Credit that will be applied in the calculation of each 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 Futures Settlement Net Payable, the amount of such Contracting Party's Futures Settlement Net Payable; provided that, no positive value shall be allocated for such Contracting Party for such Futures Settlement Net Payable after the last calendar day of the month immediately preceding the month when such 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;
- 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. 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 in respect of the Contracting Party and no Event of Default has been declared 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

- a. Notwithstanding any provision of this Agreement, Exchange reserves the right at any time to:
 - (i) 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
 - (ii) 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 or Close-out Procedure pursuant to this Agreement, 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. 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. 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.