

SCHEDULE 2 ELECTIONS

PART 1 - ELECTIONS

3.2(a) **Confirmations.** Confirmations shall be delivered by facsimile, unless specified below.

Confirmations shall be delivered by: _____.

3.3 **Evidence of a Transaction.** Evidence of the terms of a Transaction contained in recordings:

prevails over (a) other oral or written evidence, and (b) the terms contained in any disputed Confirmation, **or**

is subject to the terms of any signed and delivered Confirmation regarding that Transaction.

4.1(i) **Principal/Agent.** Each Party is acting as principal under this Agreement unless otherwise specified here:

Party A is acting as the agent of _____.

Party B is acting as the agent of _____.

4.2(c) **Holding Accounts and Registries.** The Holding Account(s) for each Party are:

Holding Account Details of Party A:

Account	Account number and jurisdiction
(1)	[•]
(2)	[•]
(3)	[•]
(4)	[•]
(5)	[•]

Holding Account Details of Party B:

Account	Account number and jurisdiction
(1)	[•]
(2)	[•]
(3)	[•]
(4)	[•]
(5)	[•]

9.1 **Payment Due Date.** The Payment Due Date shall be:

the fifth (5th) Banking Day after the later of (i) the Delivery Date and (ii) the date on which the Statement is delivered to the Receiving Party in accordance with Clause

9.2 (*Statement*); **or**

- the later of (i) the twentieth (20th) day of the month following the month in which the relevant Delivery Date occurred (or, if such day is not a Banking Day, the immediately following Banking Day) and (ii) the fifth (5th) Banking Day after the date on which the Statement is delivered to the Receiving Party in accordance with Clause 9.2 (*Statement*).

9.4(a) **Disputed Payments.** For the purposes of Clause 9.4(a) (*Disputed Payments*):

- sub-paragraph (i) applies, **or**
- sub-paragraph (ii) applies.

9.4(b) **Disputed Payments.** Reference of disputed amounts to an Expert for determination in accordance with Clause 18.9 (*Expert Determination*):

- applies, **or**
- does not apply.

9.7 **Account Pairs.**

If physical netting of deliveries under Clause 9.7 (*Physical Netting of Deliveries*) applies, the applicable Account Pair(s) specified for such purposes is as follows:

Party A is (are): _____; and

Party B is (are): _____.

9.7 **Physical Netting of Deliveries.** Physical netting of deliveries under Clause 9.7 (*Physical Netting of Deliveries*) applies unless otherwise specified here:

- does not apply.

12.1 **Excess Emissions Penalty.** Excess Emissions Penalty does not apply unless otherwise specified here:

- Excess Emissions Penalty applies.

If Excess Emissions Penalty applies, sub-paragraphs (a) and (b) of the definition of EEP Amount shall apply unless otherwise specified here:

- sub-paragraph (b) of the definition of EEP Amount does not apply.

13.2 **Force Majeure Termination Payment.** If no Delivering Party's Holding Account is specified for the Party acting as Delivering Party in the FM Affected Transaction, sub-paragraph (a) (*No Termination Payment*) of Clause 13.2 (*Force Majeure Termination Payment*) applies unless otherwise specified here:

- sub-paragraph (b) (*Two-way Market Quotation Termination Payment*) of Clause 13.2 (*Force Majeure Termination Payment*) applies, **or**
- sub-paragraph (c) (*Two-way Loss Termination Payment*) of Clause 13.2 (*Force Majeure Termination Payment*) applies.

If one or more Delivering Party's Holding Account(s) are specified for the Party acting as Delivering Party in the FM Affected Transaction, sub-paragraph (c) (*Two-way Loss Termination Payment*) of Clause 13.2 (*Force Majeure Termination Payment*) applies unless otherwise specified here:

- sub-paragraph (a) (*No Termination Payment*) of Clause 13.2 (*Force Majeure Termination Payment*) applies, **or**
- sub-paragraph (b) (*Two-way Market Quotation Termination Payment*) of Clause 13.2 (*Force Majeure Termination Payment*) applies.

14.1 **Automatic Early Termination.** Automatic Early Termination:

- applies to Party A, **or**
- does not apply to Party A; and
- applies to Party B, **or**
- does not apply to Party B.

14.2(e)(ii) **Credit Support.** The expiry period applicable to any Credit Support Document or Performance Assurance is:

- 30 days, **or**
- _____.

14.2(f) **Cross Default.** Cross Default:

- applies to Party A, **or**
- does not apply to Party A; and
- applies to Party B, **or**
- does not apply to Party B.

If Cross Default applies, the Cross Default Threshold applicable to:

Party A is € _____, and

Party B is € _____.

14.2(h)(i) **Credit Rating Threshold.** The minimum Credit Rating applicable to:

Party A is _____, and

Party B is _____.

14.2(h)(vi) **Tangible Net Worth.** The amount applicable to:

Party A is € _____, and

Party B is € _____.

14.2(h)(vii) **Financial Covenants.** The ratios for each sub-clause of Clause 14.2(h)(vii) (*Financial Covenants*) for each Party are as follows:

Party A

Party B

(A): _____

(A): _____

(B): _____

(B): _____

(C): _____

(C): _____.

14.6 **Termination Payment Method.** The applicable Termination Payment method shall be Loss, unless otherwise specified here:

the applicable termination payment method shall be Market Amount.

14.9 **Change in Taxes.** Clause 14.9 (*Changes in Taxes*):

applies to Party A, **or**

does not apply to Party A; and

applies to Party B, **or**

does not apply to Party B.

18.5 **Notices.** For the purpose of Clause 18.5 (*Notices*):

Address for notices or communications to Party A:

Address: _____

Attention: _____

Telex No.: _____ Answerback: _____

Facsimile No.: _____ Telephone No.: _____

E-mail: _____

Electronic Messaging System Details: _____

Specific Instructions: _____

Address for notices or communications to Party B:

Address: _____

Attention: _____

Telex No.: _____ Answerback: _____

Facsimile No.: _____ Telephone No.: _____

E-mail: _____

Electronic Messaging System Details: _____

Specific Instructions: _____

18.7 **Applicable Law.** The Agreement is governed by and is to be construed in accordance with English law unless otherwise specified here:

_____.

The Parties submit to the non-exclusive jurisdiction of the English courts unless otherwise specified here:

_____.

18.8 **Arbitration.** Clause 18.8 (*Arbitration*):

applies, **or**

does not apply.

If Clause 18.8 (*Arbitration*) applies, the number of arbitrators shall be:

_____.

the place of arbitration shall be:

_____, and

the applicable rules of arbitration shall be:

The International Chamber of Commerce Arbitration Rules, as in effect:

on the date of this Agreement, **or**

at the time of commencement of arbitration; **or**

The Permanent Court of Arbitration "Optional Rules for Arbitration of Disputes Relating to Natural Resources and/or the Environment", as in effect:

on the date of this Agreement, **or**

at the time of commencement of arbitration; **or**

The "United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules", as in effect:

on the date of this Agreement, **or**

at the time of commencement of arbitration; or

- Other: _____, as
in effect:
- on the date of this Agreement, **or**
- at the time of commencement of arbitration.

18.10 **Party Preparing this Agreement.** The Party preparing this Agreement is:

- Party A, **or**
- Party B.

Schedule 1 **Banking Day.** The relevant jurisdiction(s) for the purposes of the definition of Banking Day are the jurisdiction(s) where the registered offices of the Parties are located, unless otherwise specified here:

- Party A:
- the principal financial centre in the country of each Holding Account specified in this Schedule or the relevant Confirmation, **or**
- the jurisdiction(s) of incorporation of the Parties, **or**
- _____.
- Party B:
- the principal financial centre in the country of each Holding Account specified in this Schedule or the relevant Confirmation, **or**
- the jurisdiction(s) of incorporation of the Parties, **or**
- _____.

Schedule 1 **Control and Profit Transfer Agreement.** Control and Profit Transfer Agreement has the meaning given to it in Schedule 1 unless otherwise specified here:

- As it applies to Party A: _____.
- As it applies to Party B: _____.

Schedule 1 **Controlling Party.** Controlling Party:

- applies to Party A, **or**
- does not apply to Party A; and
- applies to Party B, **or**
- does not apply to Party B.

Schedule 1 **Credit Support Document.** The Credit Support Document(s) applicable to:

- Party A is (are): _____, and
- Party B is (are): _____.

Schedule 1 **Credit Support Provider.** The Credit Support Provider applicable to:

Party A is: _____, and

Party B is: _____.

Schedule 1 **Delivering Party's Delivery Banking Day Location.** The Delivering Party's Delivery Banking Day Location applicable to:

Party A is: _____, and

Party B is: _____.

Schedule 1 **Receiving Party's Delivery Banking Day Location (as defined in Part 2 of Schedule 2 (Elections)).** The Receiving Party's Delivery Banking Day Location applicable to:

Party A is: _____, and

Party B is: _____.

Schedule 1 **Specified Transaction.** The definition of "Specified Transaction" is limited to the following commodities: *[If no election is made, "Specified Transaction" covers all commodity trading.]*

As it applies to Party A: _____.

As it applies to Party B: _____.

Bank details:

Party A:

Party B:

SCHEDULE 3A
FORM OF CONFIRMATION FOR SPOT/FORWARD TRANSACTIONS

This Confirmation evidences the terms of the binding agreement between the Delivering Party and the Receiving Party named below regarding the Transaction described in this Confirmation. This Confirmation is subject to, and supplements the Emissions Trading Master Agreement (the "**Agreement**") entered into between the Delivering Party and the Receiving Party and dated [•].

PART A	
Delivering Party and contact person:	<input type="checkbox"/> Party A; <input type="checkbox"/> Party B
Receiving Party and contact person:	<input type="checkbox"/> Party B; <input type="checkbox"/> Party A
Receiving Party's Holding Account(s):	<p>As specified in Schedule 2 (<i>Elections</i>) of the Agreement, or if different, as follows:</p> <p>Account Details (e.g. account number and name of relevant Member State Registry)</p> <p>(1) [•] (2) [•] (3) [•] (4) [•] (5) [•]</p>
Delivering Party's Holding Account(s):	<p>As specified in Schedule 2 (<i>Elections</i>) of the Agreement, or if different, as follows:</p> <p>Account Details (e.g. account number and name of relevant Member State Registry)</p> <p>(1) [•] (2) [•] (3) [•] (4) [•] (5) [•]</p>
Receiving Party's Delivery Banking Day	As specified in Schedule 2 (<i>Elections</i>) of the Agreement,

Location:	or if different, as follows:
Delivering Party's Delivery Banking Day Location:	As specified in Schedule 2 (<i>Elections</i>) of the Agreement, or if different, as follows:
Trade Date and Time Transaction Agreed:	
Allowance Type:	[EUA] / [AEUA]
Specified Period:	Fourth Validity Period
PTA Quantity (for each Specified Period) (expressed in number of Allowances):	
Delivery Date (for each PTA Quantity):	
Allowance Price(s):	[•] (€ / Allowance) for each Specified Period
Contract Amount:	€ [•]
Payment Due Date:	
Base Rate:	As specified in Schedule 1 (<i>Definitions</i>) of the Agreement, or if different, as follows: [•]
Name of Broker (if applicable):	
Bank details:	As specified in Schedule 2 (<i>Elections</i>) of the Agreement, or if different, as follows: Delivering Party: Receiving Party:
Netting of physical delivery obligations:	The Holding Accounts [/Registry(ies)] applicable to the Parties for the purposes of physical netting of deliveries under Clause 9.7 (<i>Physical Netting of Deliveries</i>) are as specified in Schedule 2 (<i>Elections</i>) of the Agreement, or if different, as follows: Party A is (are): _____; and Party B is (are): _____.
Special Conditions:	

PART B

Additional Terms:

1. **Definitions.** Capitalized terms not defined in this Confirmation have the meaning given to them in the Agreement.
2. **Counterparts.** This Confirmation may be executed and delivered in counterparts with the same effect as if both Parties had executed and delivered the same copy, and when each Party has signed and delivered a counterpart, all counterparts together constitute one agreement that evidences a Transaction under the Agreement. Delivery of a copy of this Confirmation by facsimile is good and sufficient delivery.
3. **Authority.** Each Party executing this Confirmation represents that the execution, delivery and performance of this Confirmation have been duly authorised by all necessary action and that the person executing this Confirmation has the authority to execute and deliver it on behalf of such Party.
4. **Relationship Between the Parties.** Each Party represents to the other that:
 - a. **Non-Reliance.** It is acting for its own account, and it has made its own independent decisions to enter into the Transaction and as to whether the Transaction is appropriate or proper for it based upon its own judgement and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other Party as investment advice or as a recommendation to enter into the Transaction; it being understood that information and explanations related to the terms and conditions of the Transaction are not to be considered investment advice or a recommendation to enter into the Transaction. No communication (written or oral) received from the other Party is to be deemed to be an assurance or guarantee as to the expected results of the Transaction.
 - b. **Assessment and Understanding.** It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of the Transaction. It is also capable of assuming, and assumes, the risks of the Transaction.
 - c. **Status of Parties.** The other party is not acting as a fiduciary for or an adviser to it in respect of the Transaction.

If this Confirmation correctly sets out the terms of our agreement, please sign and return a copy of this Confirmation within three (3) Banking Days from receipt of this Confirmation. If you believe that this Confirmation does not correctly set out the terms of our agreement, send a response within three (3) Banking Days from receipt of this Confirmation that sets out in detail the alleged inaccuracy.

If your response contains additional or different terms from those set out in this Confirmation or this Agreement, they only become part of the Transaction if we expressly agree to them in a supplemental written confirmation.

Dated: _____

Dated: _____

Signed: _____

Signed: _____

Name:

Name:

Title:

Title:

Duly authorised on behalf of the Delivering Party Duly authorised on behalf of the Receiving Party

**SCHEDULE 3B
FORM OF CONFIRMATION FOR OPTION TRANSACTIONS**

This Confirmation evidences the terms of the binding agreement between Party A and Party B regarding the Option Transaction described in Part A below, together with the terms and conditions of the Transaction described in Part B below, to be entered into in the event that the Buyer exercises its right under the Option Transaction.

This Confirmation evidences a Transaction under the Emissions Trading Master Agreement entered into between the Seller and Buyer dated as of [•] (the "**Agreement**").

This Confirmation is subject to, supplements and forms part of the Agreement.

PART A:	
Seller and contact person:	<input type="checkbox"/> Party A; <input type="checkbox"/> Party B
Buyer and contact person:	<input type="checkbox"/> Party B; <input type="checkbox"/> Party A
Trade Date and Time Transaction agreed:	
Option Style:	American / Bermudan / European
Option Type:	Put / Call
Expiration Date(s):	
Expiration Time:	[XX:XX in 24-hour format], [location] time]
Potential Exercise Dates (Bermudan options only):	
Automatic Exercise:	Will not apply unless otherwise specified here:
Premium:	
Premium Payment Date:	
Reference Price:	
PART B:	
Buyer's Holding Account(s):	Account Details (e.g. account number and name of relevant Member State Registry) (1) [•]

	(2) [•] (3) [•] (4) [•] (5) [•]
Seller's Holding Account(s):	Account Details (e.g. account number and name of relevant Member State Registry) (1) [•] (2) [•] (3) [•] (4) [•] (5) [•]
Buyer's Delivery Banking Day Location:	As specified in Schedule 2 (<i>Elections</i>) of the Agreement, or if different, as follows:
Seller's Delivery Banking Day Location:	As specified in Schedule 2 (<i>Elections</i>) of the Agreement, or if different, as follows:
Allowance Type:	[EUA] / [AEUA]
Specified Period:	Fourth Validity Period
PTA Quantity (for each Specified Period) (expressed in number of Allowances):	
Delivery Date (for each PTA Quantity):	
Strike Price(s):	[•] (€ / Allowance) for each Specified Period
Allowance Price(s) (per Allowance):	€ [•]
Contract Amount:	€ [•]
Payment Due Date:	
Base Rate:	As specified in Schedule 1 (<i>Definitions</i>) of the Agreement, or if different, as follows: [•]
Name of Broker (if applicable):	

Bank details:	<p>As specified in Schedule 2 (<i>Elections</i>) of the Agreement, or if different, as follows:</p> <p>Delivering Party:</p> <p>Receiving Party:</p>
Netting of physical delivery obligations:	<p>The Registry(ies) applicable to the Parties for the purposes of physical netting of deliveries under clause 9.7 (<i>Physical Netting of Deliveries</i>) are as specified in Schedule 2 (<i>Elections</i>) of the Agreement, or if different, as follows:</p> <p>Party A is (are): _____; and</p> <p>Party B is (are): _____.</p>
Special Conditions:	

PART C:

Additional Terms:

1. **Definitions.** Capitalized terms not defined in this Confirmation have the meaning given to them in the Agreement.
2. **Counterparts.** This Confirmation may be executed and delivered in counterparts with the same effect as if both Parties had executed and delivered the same copy, and when each Party has signed and delivered a counterpart, all counterparts together constitute one agreement that evidences a binding supplement to the Agreement. Delivery of a copy of this Confirmation by facsimile is good and sufficient delivery.
3. **Authority.** Each Party executing this Confirmation represents that the execution, delivery and performance of this Confirmation have been duly authorized by all necessary action and that the person executing this Confirmation has the authority to execute and deliver it on behalf of such Party.
4. **Relationship Between the Parties.** Each Party represents to the other that:
 - a. **Non-Reliance.** It is acting for its own account, and it has made its own independent decisions to enter into the Transaction and as to whether the Transaction is appropriate or proper for it based upon its own judgement and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other Party as investment advice or as a recommendation to enter into the Transaction; it being understood that information and explanations related to the terms and conditions of the Transaction are not to be considered investment advice or a recommendation to enter into the Transaction. No communication (written or oral) received from the other Party is to be deemed to be an assurance or guarantee as to the expected results of the Transaction.
 - b. **Assessment and Understanding.** It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of the Transaction. It is also capable of assuming, and assumes, the risks of the Transaction.

- c. **Status of Parties.** The other party is not acting as a fiduciary for or an adviser to it in respect of the Transaction.

If this Confirmation correctly sets out the terms of our agreement, please sign and return a copy of this Confirmation within three (3) Banking Days from receipt of this Confirmation. If you believe that this Confirmation does not correctly set out the terms of our agreement, send a response within three (3) Banking Days from receipt of this Confirmation that sets out in detail the alleged inaccuracy.

If your response contains additional or different terms from those set out in this Confirmation or this Agreement, they only become part of the Transaction if we expressly agree to them in a supplemental written confirmation.

Dated: _____

Dated: _____

Signed: _____

Signed: _____

Name:

Name:

Title:

Title:

Duly authorised on behalf of the Seller

Duly authorised on behalf of the Buyer