(IV) DELIVERY PROCEDURES

INDEX

   1
2. Delivery of Documentation
   3
3. Authorised Signatories
   3
4. Clearing Member Accounts
   3
5. Transferors and Transferees
   3
6. Alternative Delivery Procedure (“ADP”): ICE Gasoil Futures
   4
7. Emissions Alternative Delivery Procedure (“EADP”): emission contracts
   5
8. Alternative Delivery Procedure: Financials & Softs white sugar contracts
   5
9. Alternative Delivery Procedure: ICE Futures Permian West Texas Intermediate Crude Oil Futures Contracts
   5
10. Exclusion of Alternative Delivery Procedures for Other Contracts
    56
11. Interim Payments: Gasoil
    56
12. ICE Brent Futures: Cash Settlement
    56
13. Similar Obligations Under Different Contracts
    56
14. Interpretation
    6
15. Reports and Notifications
    67
16. Liability, Margin, Default and Disciplinary
    67
17. Payments
    7
18. Guardian
    7

PART A: ICE FUTURES EUA FUTURES CONTRACT (“ICE EUA FUTURES”), ICE FUTURES EUA DAILY FUTURES CONTRACT (“ICE EUA DAILY FUTURES”), ICE FUTURES EUA AUCTION CONTRACT (“ICE EUA AUCTION CONTRACT”), ICE FUTURES EUAA FUTURES CONTRACT (“ICE EUAA FUTURES”), ICE FUTURES EUAA AUCTION CONTRACT (“ICE EUAA AUCTION CONTRACT”), ICE FUTURES CER FUTURES CONTRACT (“ICE CER FUTURES”), ICE FUTURES CER FUTURES DAILY CONTRACT (“ICE CER DAILY FUTURES”), AND ICE FUTURES ERU FUTURES CONTRACT (“ICE ERU FUTURES”)

1. Definitions
   8
2. Delivery Specification
   11
3. Liability
   12
4. DELIVERY CONTRACT SECURITY
   13
5. Delivery Timetable for Emission Contracts: Routine
   13
6. Delivery Timetable for Emission Contracts: Late and Failed Delivery
7. Emissions Alternative Delivery Procedure ("EADP")
8. Invoice Calculation
9. Delivery Documentation Summary

**PART B: ICE FUTURES GASOIL FUTURES ("ICE GASOIL FUTURES")**
1. Delivery Specification
2. Delivery Timetable for ICE Gasoil Futures
3. ICE Gasoil Futures Delivery Day Nomination Table
4. Delivery Documentation Summary
5. Invoice

**PART C: ICE UK BASE ELECTRICITY FUTURES CONTRACT (EFA), ICE UK PEAK ELECTRICITY FUTURES CONTRACT (EFA), ICE UK BASE ELECTRICITY FUTURES CONTRACT (GREGORIAN) AND ICE UK PEAK ELECTRICITY FUTURES CONTRACT (GREGORIAN)**
1. Definitions
2. Delivery Specification
3. Energy Contract Volume Notification Agent Appointment and Authorisation Process
4. Liability
5. Delivery Timetable for ICE UK Electricity Futures: Routine
6. Delivery Timetable for ICE UK Electricity Futures: Failed Delivery
7. Delivery Contract Security
8. Invoice and Account Sale Calculation
9. Delivery Documentation Summary

**PART D: ICE FUTURES UK NATURAL GAS FUTURES CONTRACT ("ICE FUTURES UK NATURAL GAS FUTURES"), ICE FUTURES UK NATURAL GAS (EUR/MWh) FUTURES CONTRACT ("ICE FUTURES UK NATURAL GAS (EUR/MWh) FUTURES") AND ICE FUTURES UK NATURAL GAS DAILY FUTURES CONTRACT ("ICE FUTURES UK NATURAL GAS DAILY FUTURES")**
1. Definitions
2. Delivery Specification
3. Liability
4. Delivery Contract Security

Invoices
5. Delivery Timetable for ICE Futures UK Natural Gas: Routine

6. Delivery Timetable for ICE Futures UK Natural Gas: Failed Delivery

7. Invoice and Account Sale Calculation

8. Delivery Documentation Summary

PART E: ICE ENDEX UK OCM NATURAL GAS SPOT CONTRACT ("UK OCM NATURAL GAS SPOT CONTRACT")

1. Definitions

2. ICE ENDEX UK Authority

3. Delivery Specification

4. Liability

5. Delivery Contract Security

6. Delivery Timetable for UK OCM Natural Gas Spot Contracts: Routine

7. Delivery Timetable for UK OCM Natural Gas Spot Contracts: Failed Delivery

8. Invoice and Account Sale Calculation

9. Delivery Documentation Summary

PART F: ICE ENDEX TTF NATURAL GAS FUTURES CONTRACT ("ICE ENDEX TTF NATURAL GAS FUTURES"); ICE ENDEX TTF NATURAL GAS WORKING DAYS NEXT WEEK (WDNW) FUTURES CONTRACT ("ICE ENDEX TTF NATURAL GAS WDNW FUTURES") AND ICE ENDEX TTF NATURAL GAS DAILY FUTURES CONTRACT ("ICE ENDEX TTF NATURAL GAS DAILY FUTURES")

1. Definitions

2. Clearing House Authority

3. Delivery Specification

4. Liability

5. Delivery Contract Security

6. Delivery Timetable for ICE ENDEX TTF Natural Gas: Routine

7. Delivery Timetable for ICE ENDEX TTF Natural Gas: Failed Delivery

8. Invoice and Account Sale Calculation

9. Delivery Documentation Summary
PART G: ICE ENDEX GASPOOL NATURAL GAS FUTURES CONTRACT ("ICE ENDEX GASPOOL NATURAL GAS FUTURES"); ICE ENDEX GASPOOL NATURAL GAS DAILY FUTURES CONTRACT ("ICE ENDEX GASPOOL NATURAL GAS DAILY FUTURES")

1. Definitions 8482
2. Delivery Specification 8583
3. Liability 8684
4. Delivery Contract Security 8684
5. Delivery Timetable for ICE Endex GASPOOL Natural Gas: Routine 8684
6. Delivery Timetable for ICE Endex GASPOOL Natural Gas: Failed Delivery 9290
7. Invoice and Account Sale Calculation 9492
8. Delivery Documentation Summary

PART H: ICE ENDEX NCG NATURAL GAS FUTURES CONTRACT ("ICE ENDEX NCG NATURAL GAS FUTURES"); ICE ENDEX NCG NATURAL GAS DAILY FUTURES CONTRACT ("ICE ENDEX NCG NATURAL GAS DAILY FUTURES")

1. Definitions 9896
2. Delivery Specification 9997
3. Liability 10098
4. Delivery Contract Security 10098
5. Delivery Timetable for ICE Endex NCG Natural Gas: Routine 10098
6. Delivery Timetable for ICE Endex NCG Natural Gas: Failed Delivery 105103
7. Invoice and Account Sale Calculation 106104
8. Delivery Documentation Summary 108106

PART I: ICE ENDEX ZTP NATURAL GAS FUTURES CONTRACT ("ICE ENDEX ZTP NATURAL GAS FUTURES"); ICE ENDEX ZTP NATURAL GAS DAILY FUTURES CONTRACT ("ICE ENDEX ZTP NATURAL GAS DAILY FUTURES")

1. Definitions 112110
2. Clearing House Authority 113111
3. Delivery Specification 113111
4. Liability 114112
5. Delivery Contract Security 115113
6. Delivery Timetable for ICE Endex ZTP Natural Gas Futures: Routine

7. Delivery Timetable for ICE Endex ZTP Natural Gas Futures: Failed Delivery

8. Invoice and Account Sale Calculation

9. Delivery Documentation Summary

PART J: ICE ENDEX CONTINENTAL NATURAL GAS SPOT CONTRACT: ICE ENDEX CONTINENTAL TTF NATURAL GAS SPOT CONTRACT ("TTF NATURAL GAS SPOT CONTRACT"); ICE ENDEX CONTINENTAL ZTP NATURAL GAS SPOT CONTRACT ("ZTP NATURAL GAS SPOT CONTRACT"); AND ICE ENDEX CONTINENTAL ZTPL NATURAL GAS SPOT CONTRACT ("ZTPL NATURAL GAS SPOT CONTRACT")

1. Definitions ............................................................. 126
2. ICE Endex Continental Authority ........................................ 126
3. Delivery Specification ................................................... 129
4. Liability ................................................................. 129
5. Delivery Contract Security ............................................... 130
6. Delivery Timetable for Continental Natural Gas Spot Contracts: Routine .................................................. 130
7. Delivery Timetable for Continental Natural Gas Spot Contracts: Failed Delivery ........................................... 131
8. Invoice and Account Sale Calculation ................................. 131
9. Delivery Documentation Summary .................................... 132

PART K: ICE ENDEX DUTCH POWER FUTURES: ICE ENDEX DUTCH POWER BASE LOAD FUTURES; ICE ENDEX DUTCH POWER BASE LOAD WEEK FUTURES; ICE ENDEX DUTCH POWER PEAK LOAD (7-23) FUTURES, ICE ENDEX DUTCH POWER PEAK LOAD (8-20) FUTURES

1. Definitions ............................................................. 136
2. Delivery Specification ................................................... 138
3. Liability ................................................................. 139
4. Delivery Timetable for ICE Endex Dutch Power Futures: Routine .................................................. 139
5. Delivery Timetable for ICE Endex Dutch Power Futures: Failed Delivery ........................................... 140
6. Delivery Contract Security ............................................... 143
7. Invoice and Account Sale Calculation ................................. 143
8. Delivery Documentation Summary .................................... 144

PART L: ICE ENDEX BELGIUM POWER BASE LOAD FUTURES CONTRACT ("ICE ENDEX BELGIAN POWER BASE LOAD FUTURES")

1. Definitions ............................................................. 146
2. Delivery Specification ........................................... 147
3. Liability ................................................................... 148
4. Delivery Timetable for ICE Endex Belgian Power Base Load Futures: Routine ......... 148
5. Delivery Timetable for ICE Endex Belgian Power Base Load Futures: Failed Delivery...... 150
6. Delivery Contract Security .......................................... 151
7. Invoice and Account Sale Calculation ................................... 151
8. Delivery Documentation Summary .................................... 152

PART M: ICE ENDEX GERMAN POWER FUTURES
1. Definitions .................................................................. 154
2. Delivery Specification .................................................. 155
3. Liability ................................................................... 155
4. Delivery Timetable for ICE Endex German Power Futures: Routine ................. 157
5. Delivery Timetable for ICE Endex German Power Futures: Failed Delivery .......... 159
6. Delivery Contract Security .......................................... 160
7. Invoice and Account Sale Calculation ................................... 161
8. Delivery Documentation Summary .................................... 161

PART N: ICE DELIVERABLE US EMISSIONS CONTRACTS
1. Applicability and Definitions ...................................... 163
2. Delivery Specification .................................................. 163
3. Liability ................................................................... 163
4. Delivery Contract Security and Contract Value ............................................. 164
5. Delivery Timetable and Obligations ...................................... 164

PART O: FINANCIALS & SOFTS COCOA CONTRACTS
1. Delivery Specification .................................................. 167
2. Delivery Documentation Summary .................................... 172

PART P: FINANCIALS & SOFTS COFFEE CONTRACTS
1. Delivery Specification .................................................. 174
<table>
<thead>
<tr>
<th>PART Q: FINANCIALS &amp; SOFTS WHITE SUGAR CONTRACTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Delivery Specification ..........................</td>
</tr>
<tr>
<td>2. Delivery Documentation Summary ..................</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PART R: FINANCIALS &amp; SOFTS WHEAT CONTRACTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Delivery Specification .......................</td>
</tr>
<tr>
<td>2. Delivery Documentation Summary ..............</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PART S: FINANCIALS &amp; SOFTS DELIVERIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Financials &amp; Softs Deliveries ..........</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PART T: FINANCIALS &amp; SOFTS COMMON DELIVERY PROCEDURES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Common Delivery Procedures for Financials &amp; Softs Contracts</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PART U: FINANCIALS &amp; SOFTS GILT CONTRACTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Gilt Contracts ..................................</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PART V: FINANCIALS &amp; SOFTS JAPANESE GOVERNMENT BOND CONTRACTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Japanese Government Bond (JGB) ................................</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PART W: EURO-DENOMINATED GOVERNMENT BOND CONTRACTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Euro-denominated Government Bond Contracts ..........</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PART X: SWISS CONFEDERATION BOND CONTRACTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Swiss Confederation Bond Contracts ........</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PART Y: DEBT EVENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>12. Debt Events ........</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PART Z: FINANCIALS &amp; SOFTS EQUITY FUTURES/OPTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Physically Delivered Equity Futures/Options, and Stock Contingent Trades Delivery Procedures</td>
</tr>
</tbody>
</table>
2. Physically Delivered Equity Delivery Timetables 205
3. Failed Settlements and non-delivery of stock 212
4. Corporate Events 214
5. Delivery Documentation Summary 218

PART AA: ICE ENDEX ITALIAN PSV NATURAL GAS FUTURES CONTRACT ("ICE ENDEX PSV NATURAL GAS FUTURES")

1. Definitions 220
2. Clearing House Authority 224
3. Delivery Specification 222
4. Liability 222
5. Delivery Contract Security 223
6. Delivery Timetable for ICE Endex PSV Natural Gas: Routine 223
7. Delivery Timetable for ICE Endex Italian PSV Natural Gas: Failed Delivery 225
8. Invoice and Account Sale Calculation 226
9. Delivery Documentation Summary 227

PART BB: FINANCIALS & SOFTS CONTAINERISED WHITE SUGAR CONTRACTS

1. Delivery Specification 230
2. Delivery Timetable for Financials & Softs Containerised White Sugar Futures Contracts 230

PART CC: PERMIAN WEST TEXAS INTERMEDIATE CRUDE OIL FUTURES

1. APPLICABILITY and Definitions 232
2. Delivery Specification 232
3. Liability 233
4. Delivery Contract Security and Contract Value 233
5. Delivery Timetable and Obligations 233

23 October 2017
Contract or Contracts and such rights, liabilities and obligations shall be replaced by such amended obligations as are agreed between the parties.

7. EMISSIONS ALTERNATIVE DELIVERY PROCEDURE (“EADP”): EMISSION CONTRACTS

In the event of a failed delivery in respect of an Emission Contract which is not an ICE EUA Auction Contract or ICE EUAA Auction Contract, the relevant Clearing Member and the Clearing House may enter into a separate contract to make or take delivery beyond the point of failure in a manner and on terms pursuant to paragraph 6 of Part A below.

8. ALTERNATIVE DELIVERY PROCEDURE: FINANCIALS & SOFTS WHITE SUGAR CONTRACTS

In the event that the Seller agrees with the Buyer (to whom the Seller’s Tender is allocated by the Clearing House) to make delivery other than as specified in the LIFFE Rules or the ICE Futures Europe Rules, as applicable, in respect of Financials & Softs White Sugar Contracts, both parties must advise LIFFE or ICE Futures Europe, as applicable, via Guardian (or any successor system) of their agreement. In such circumstances, the Clearing House will terminate the Financials & Softs White Sugar Contracts at the agreed settlement price, in fulfilment of all obligations and rights of all parties under the Contracts.

9. ALTERNATIVE DELIVERY PROCEDURE: ICE FUTURES EUROPE PERMIAN WEST TEXAS INTERMEDIATE CRUDE OIL FUTURES CONTRACTS

9.1 In respect of an ICE Futures Europe Permian West Texas Intermediate Crude Oil Futures Contract (“ICE Permian WTI Contract”), if the Buyer agrees with the Seller to undertake a specific Tender outside the ICE Future Europe Rules, both parties must advise the Clearing House using the Form ICE Permian WTI Contracts: Confirmation of Agreed ADP.

9.2 Where an ADP is agreed, the Clearing House will settle the relevant Contracts at the Exchange Delivery Settlement Price and using such pipeline or facilities and subject to such specifications as are agreed between the Buyer and Seller fulfilling its obligations under the Contract in respect of delivery.

9.3 ICE Permian WTI Contracts: Confirmation of Agreed ADP forms received by the Clearing House after 09:00 CT / 15:00 LPT will be deemed to have been received on the next Business Day.

9.4 Where an ADP is agreed for an ICE Permian WTI Contract, then, as from the time that the Clearing Members’ accounts are amended by the Clearing House as described in this paragraph 9, the affected Clearing Members and the Clearing House shall all automatically and immediately be released and discharged from all their rights, liabilities and obligations in respect of the affected Contract or Contracts and such rights, liabilities and obligations shall be replaced by such amended obligations as are agreed between the parties.

10. EXCLUSION OF ALTERNATIVE DELIVERY PROCEDURES FOR OTHER CONTRACTS

Clearing Members may not agree alternative delivery procedures for any ICE Futures UK Natural Gas Futures Contract, ICE Futures UK Natural Gas (EUR/MWh) Futures Contract, ICE Futures UK Natural Gas Daily Futures Contract, ICE UK Base Electricity Futures Contract (EFA), ICE UK Peak Electricity Futures Contract (EFA), ICE UK Base Electricity Futures Contract (Gregorian), ICE UK Peak Electricity Futures Contract (Gregorian) or ICE Deliverable US Emissions Contract, Financials & Softs Coffee Contract, Financials & Softs Cocoa Contract, Financials & Softs Wheat Contract, Financials & Softs Gilt Contract, Financials & Softs Japanese Government Bond Contract, Financials & Softs Equity Futures/Options Contract or Financials & Softs Stock Contingent Trade Contract or any other Contract subject to a delivery from time to time for which
no specific alternative delivery procedure applies, save where a Governmental Authority of competent jurisdiction orders or requires or Applicable Law so requires or the Clearing House provides its consent in writing.

11. INTERIM PAYMENTS: GASOIL

Where a Delivery Panel formed under ICE Futures Europe Rules directs that an interim payment or payments should be made pending a decision as to the price to be set for Invoicing Back, the Clearing House may make an interim payment to the affected Clearing Member of the amount specified in the direction of the Delivery Panel (or such other amount as the Clearing House, at its discretion, determines). If the Clearing House makes any such interim payment, an equivalent deduction from the Buyer’s Security will be effected. Any amount to be paid as a result of the Delivery Panel’s decision or direction shall be such amount due less any interim payment made or shall result in an obligation to repay all or part of any interim payment, as applicable, and further deduction to, or replenishment of, the Buyer’s Security shall be effected by the Clearing House appropriately.

12. ICE BRENT FUTURES: CASH SETTLEMENT

ICE Brent Futures is a contract deliverable via EFP with an option to cash settle. Where the Notice to Cash Settle ICE Brent Futures or the Standing Notice to Cash Settle ICE Brent Futures is completed and submitted to the Clearing House by the relevant time as applicable to each notice, then the Rules on cash settlement set out in the Rules shall apply.

13. SIMILAR OBLIGATIONS UNDER DIFFERENT CONTRACTS

Where a Seller or a Buyer has delivery obligations under one or more Contracts that are not of the same Set but which result in a delivery obligation in respect of the same Deliverable at the same time, the Clearing House may notify the Seller (and its Transferor, if applicable) and the Buyer (and its Transferee, if applicable) of their aggregated delivery obligations under the affected Contracts and, upon such notification, the Seller and Buyer shall be required to make and take delivery in respect of such aggregated delivery obligations instead of such other obligations as may otherwise have been required.

14. INTERPRETATION

Words and phrases defined in the Rules or these Delivery Procedures bear the same meanings when used in any form or other document delivered pursuant to these Delivery Procedures.

The Clearing House may, from time to time, enter into clearing services arrangements with LIFFE or ICE Futures Europe, as applicable, in respect of Financials & Softs Contracts, pursuant to which the functions of the Clearing House (as designated in these Delivery Procedures) may be performed by LIFFE or ICE Futures Europe, as applicable, and vice versa. Accordingly, references in these Delivery Procedures to the Clearing House may be interpreted as references to LIFFE or ICE Futures Europe, as applicable, in respect of such Financials & Softs Contracts, and vice versa, as circumstances require.

15. REPORTS AND NOTIFICATIONS

Unless otherwise specified, the Clearing House will make the reports and confirmations it issues as part of the delivery processes available to the Clearing Members electronically, both via email and via the Clearing House Web Reporting Service (described in the Clearing House User Guide).
16. **LIABILITY, MARGIN, DEFAULT AND DISCIPLINARY**

16.1 The requirements relating to liability set out in the Rules apply equally in relation to deliveries. Without prejudice to the generality of, and subject to, the provisions of the Rules relating to liability:

(a) it is the responsibility of Clearing Members to ensure that all forms are in place at the relevant time, and any failure or omission to ensure that they are in place that causes or contributes to the failure of any delivery may itself constitute a failure to deliver by the Clearing Member; and

(b) upon any such failure or omission, the Clearing Member will be liable to the Clearing House for any cost, loss or expense of the Clearing House arising as a result of such failure or omission, which may include any delivery failure costs.

16.2 The Clearing House may at any time make an additional Margin call as a result of any event or circumstance occurring in relation to a delivery.

16.3 Notwithstanding the availability of any possible alternative or late delivery procedure, failure to comply with any requirement of these Delivery Procedures may constitute an Event of Default.

16.4 Nothing in these Delivery Procedures shall preclude the Clearing House, in its discretion, from bringing disciplinary proceedings or levying a fine against a Clearing Member, including (without limitation) in respect of late or failed delivery.

16.5 Clearing Members are referred to Rule I.21 of the ICE Futures Europe Rules which provisions are, to the extent relevant to the Rules, incorporated herein.

16.6 Nothing in these Delivery Procedures shall exclude any liability for fraud, death, personal injury or any liability which by law may not be excluded.

16.7 Each Clearing Member, Buyer, Seller, Transferor and Transferee that makes or takes delivery of any Deliverable pursuant to a Contract shall comply (and shall be deemed to represent and warrant to the Clearing House that it will comply and has complied) with all filing, notification, reporting, registration, certification or authorisation requirements under Applicable Laws or required by any Delivery Facility in connection with such delivery.

17. **PAYMENTS**

All payments to and from Clearing Members pursuant to these Delivery Procedures shall take place to and from relevant Nominated Accounts as described in the Finance Procedures. Amounts due in respect of delivery obligations may be set off against or aggregated with other amounts due under the Rules, as described in the Finance Procedures.

18. **GUARDIAN**

Guardian is an electronic grading and delivery system which is used in the process of making and taking delivery of cocoa, coffee, wheat and white sugar (and bonds).
PART Y: DEBT EVENTS

The provisions of this Part Y shall apply to all government bond Contracts.

2. DEBT EVENTS

2.1 The Clearing House shall not be responsible for any act with regard to any debt event relating to any underlying or Deliverable of any bond other than set out below.

For the purposes of these Delivery Procedures, the term 'debt event' is used to refer to: (i) cash claims in relation to an underlying Contract (for example a coupon payment, redemption or a cash obligation arising from a fractional entitlement (a "Cash Claim")); (ii) the issuance of Deliverables and/or Investments to a bondholder (e.g. by way of payment in kind) (a "Distribution"); or (iii) a transformation of the underlying (for example pursuant to a currency redenomination or debt-restructuring of the issuer) (a "Transformation").

Where a Transformation occurs, notwithstanding whether the relevant record or reference date and time occurs prior to or after the expiry of a Contract, the Clearing House may, in relation to affected Contracts, amend the notional amount or currency of the underlying bond and/or the EDSP in respect of a Set subject to delivery obligations. Without prejudice to the preceding sentence, amendments to the notional amount deliverable (or the currency of such notional amount) under an Contract or the underlying bonds to be delivered in relation thereto arising as a result of a debt event where the relevant record or reference date or time is on or after the expiry of such contract shall generally be determined by the Clearing House in accordance with these Delivery Procedures.

While the Clearing House will use reasonable efforts to carry out the steps set out below, it shall have no liability for any loss or damage arising out of or connected with any action or inaction on its part or on its behalf in connection with any debt event.

The Clearing House shall not be obliged to provide or forward any information, or deliver any notice, document or instruction received by it, or of which it is aware, relating to or in connection with any debt event, to any Clearing Member.

In the event that a Clearing Member fails to take delivery of a Deliverable by the final date for delivery of such Deliverable, due to insufficient funds, failure to match, by not allowing transactions to settle because of priority settings or for any other reason, the Clearing House may charge to that Clearing Member any costs incurred by the Clearing House or of which it is aware as a result thereof. Such charges will be debited to the Clearing Member's relevant Account.

Although Clearing Members are not permitted to delete claims in the relevant settlement system, the Clearing House may, in its discretion at any time, agree with a Clearing Member to give effect to a debt event claim processed outside the relevant settlement system. In such circumstances, and always subject to the Clearing House's prior approval, the Clearing Member concerned may, in accordance with the Clearing House's instructions, thereafter delete the claim within the relevant settlement system and the Clearing House will seek to facilitate settlement through the Clearing House's systems. Without limiting the Clearing House's discretion in this regard, Clearing Members are advised that generally this is only likely to occur when there are, in the Clearing House's opinion, circumstances that would be likely to prevent settlement in the relevant settlement system.

2.2 Elective Debt Events

Neither the Clearing House nor any Seller is under any obligation to accept any instructions from a Buyer in relation to any debt event requiring an election to be made, where such election would occur after the expiry date but prior to the date of settlement, unless the Buyer notifies the Clearing House of a request to make an election prior to 11 a.m. on the day before the relevant deadline set by the relevant issuer of the Deliverable for such election (or such other deadline as the Clearing
House may specify). If the Clearing House receives a valid and timely request from a Buyer to make an election, it shall promptly notify the Seller of the request and the Seller and Buyer shall, upon receipt of the request by the Seller, simultaneously become bound by the effects of the request.

Where no instructions are received by the Clearing House by 11 a.m. on the day before the relevant deadline, the Seller shall select the elective debt event to default to the 'default option' for elections, as directed by the relevant settlement system. The Seller and Buyer shall simultaneously become bound by the default option election.

Where a Seller does not act in accordance with an election relating to a Deliverable and/or an Investment made pursuant to the Contract Terms (including pursuant to any instructions made by the Clearing House in accordance with this paragraph 1.2), that Seller will be responsible for reimbursing the Clearing House for any costs, expenses and other losses suffered by the Clearing House or Buyer in connection with or as a result of that failure or omission.

Where a Buyer provides the Clearing House with a request for instructions in relation to an election after 11 a.m. on the day before the relevant deadline set by the relevant Issuer for such election, such claim shall be treated as invalid by the Clearing House and neither the Clearing House nor the Seller shall be under any obligation whatsoever to effect settlement on the basis of such election.

### 2.3 Cash Claims

Subject to paragraphs 1.1 and 1.2, where a debt event giving rise to a Cash Claim occurs where the relevant record or reference date is after the expiry date of the relevant Contract, the Buyer shall be entitled, in addition to delivery of the Deliverable (if applicable), to such Cash Claim, and the Clearing House and (if applicable) the Seller shall be obliged to effect settlement of such Contract taking into account such Cash Claim.

Subject to paragraphs 1.1 and 1.2, in the event of a failure of settlement, a Buyer's rights in respect of reimbursement or settlement shall be calculated to include the Cash Claim (or may, consist entirely of the Cash Claim, as the case may be).

All such Cash Claims amounts should be settled on their intended settlement date in accordance with the relevant settlement system rules and procedures. If the Seller receives the proceeds of a Cash Claim, the relevant amount shall be transferred by it to the Clearing House in accordance with the Finance Procedures. If the Clearing House receives the proceeds of a Cash Claim or an amount in respect thereof from a Seller, the relevant amount shall be transferred by it to the Buyer in accordance with the Finance Procedures.

Where Cash Claims are not settled in accordance with the procedures of the relevant settlement system, the Clearing House compensates Cash Claims on a net of tax basis, in accordance with Part 3 of the Rules and the Finance Procedures. The cash compensation is not itself a dividend payment and the Clearing House does not provide tax vouchers or certificates in respect of dividends. The Clearing House does not reclaim Tax on a Clearing Member's behalf. If a Clearing Member is entitled to receive Tax benefit, then it will need itself to deal directly with the relevant Tax authority.

If the Clearing House incurs any liability to pay any Tax (including but not limited to any stamp duty, income tax, withholding tax and corporation tax) in respect of the cash compensation then it will require reimbursement in respect of such Tax liability and any costs and other expenses incurred in relation thereto, from the Clearing Member who is or was party to the Contract concerned in accordance with Part 3 of the Rules. The Clearing House will debit such amounts from the relevant account of that Clearing Member.

### 2.4 Distributions
Subject to paragraphs 1.1 and 1.2, where a debt event giving rise to a Distribution occurs where the relevant record or reference date is after the expiry date of the relevant Contract, the Buyer shall be entitled, in addition to delivery of the Deliverable, to such Distribution and the Clearing House and (if applicable) the Seller shall be obliged to effect settlement of such Contract taking into account such Distribution (including, for the avoidance of doubt, any rights or warrants under a rights issue or any other rights in relation to the underlying bond except for Cash Claims or Transformations).

Subject to paragraphs 1.1 and 1.2, in the event of a failure of settlement, a Buyer's rights in respect of reimbursement or settlement shall be calculated to include such Distribution.

All such claims in respect of Distributions should be settled on their intended settlement date in accordance with the relevant settlement system rules and procedures. If the Seller receives the Distribution, it shall transfer such Distribution to the Clearing House as soon as reasonably practicable following receipt, through the same settlement system as that in which the relevant Deliverable and/or Investment is settled. If the Clearing House receives the Distribution from a Seller, it shall transfer such Distribution to the Buyer as soon as reasonably practicable following receipt, through the same settlement system as that in which the relevant Deliverable and/or Investment is settled.

Where Distributions are not settled in accordance with the procedures of the relevant settlement system, the Clearing House compensates Distributions on a net of tax basis, in accordance with Part 3 of the Rules. The cash compensation is not itself a dividend payment and the Clearing House does not provide tax vouchers or certificates in respect of dividends. The Clearing House does not reclaim Tax on a Clearing Member's behalf. If a Clearing Member is entitled to receive Tax benefit, then it will need itself to deal directly with the relevant Tax authority.

If the Clearing House incurs any liability to pay any Tax (including but not limited to any stamp duty, income tax, withholding tax and corporation tax) in respect of the cash compensation then it will require reimbursement in respect of such Tax liability and any costs and other expenses incurred in relation thereto, from the Clearing Member who is or was party to Contract concerned in accordance with Part 3 of the Rules. The Clearing House will debit such amounts from the relevant account of that Clearing Member.

### 4.5 Transformations

Subject to paragraphs 1.1 and 1.2, where a debt event giving rise to a Transformation occurs where the relevant record or reference date is after the expiry date of the relevant Contract, the Buyer shall be entitled, in addition to the delivery of the relevant Deliverable (if applicable), to such Deliverable and/or Investment to which it would be entitled pursuant to a Transformation if it were the owner of record of the relevant Deliverable at the relevant record or reference date, and the Clearing House and (if applicable) the Seller (subject to below) shall be obliged to effect settlement of such Contract upon the basis of such Transformation.

A Seller may only deliver the original underlying bond provided the delivery occurs prior to the Last Time for Delivery. The Last Time for Delivery is the close of delivery versus payment bond settlement in the relevant settlement system, one relevant settlement system business day prior to the call payment or registration date. Thereafter, such a Seller must deliver the new underlying bond. In the event that the original underlying bond continues to exist, a Seller delivers the original underlying bond and the Buyer declines to accept delivery of such original underlying bond, then the Clearing House will return the original underlying bond to the Seller and the Seller shall be obliged to deliver to the Clearing House the new underlying bond in accordance with such directions as may be given by the Clearing House.

Subject to paragraphs 1.1 and 1.2, in the event of a failure of settlement, a Buyer's rights in respect of reimbursement or settlement shall be calculated upon the basis of such Transformation.
PART CC: PERMIAN WEST TEXAS INTERMEDIATE CRUDE OIL FUTURES

1. APPLICABILITY AND DEFINITIONS

1.1 This Part CC applies to all physically deliverable ICE Futures Europe Permian West Texas Intermediate Crude Oil Futures Contracts for which physical delivery is specified as applicable in the relevant Contract Terms and which go to physical delivery on the expiry date. Such ICE Futures Europe Contracts are referred to in this part as “ICE Permian WTI Contracts”.

1.2 The following additional definitions apply to this part of the Delivery Procedures:

(a) “Permian WTI” means West Texas Intermediate crude petroleum that originates either from Magellan’s Longhorn Crude System or from Bridgetex Pipeline Company, LLC’s Crude System (or their respective successors and reasonably foreseeable extensions thereof), and which satisfies all of the product specification and measurement requirements set forth in the Contract Terms.

(b) “Magellan” means Magellan Crude Oil Pipeline Company, L.P., and its successors.

(c) “MEH” means the Magellan East Houston terminal used for physical delivery of Permian WTI pursuant to an ICE Permian WTI Contract.

(d) “CT” means the prevailing time in Houston, Texas.

(e) “LPT” means the prevailing time in London, England.

(f) “Tariffs” means Magellan Tariff R.C.T. 1.0.0, Magellan Tariff R.C.T. 5.0.0, BridgeTex Tariff F.E.R.C. 1.20, BridgeTex Tariff R.C.T. 1.2.0, or other such tariffs as may be specified from time to time, and all supplements to or revisions of any of the foregoing, as applicable.

2. DELIVERY SPECIFICATION

2.1 Delivery

Deliveries pursuant to ICE Permian WTI Contracts are effected by Product Transfer Order for inter-facility transfer, in-line (or in-system) transfer or in-tank transfer of title of required Permian WTI from a Seller to a Buyer. Deliveries will therefore not be subject to any delivery tolerances. The tolerance of delivery into and out of MEH will be dealt with by Magellan in accordance with the Tariffs and, where applicable, industry practices.

Delivery shall be made at the MEH in accordance with the relevant Contract Terms and all Applicable Laws. For the avoidance of doubt, MEH is a Delivery Facility for the purposes of ICE Permian WTI Contracts.

In order to make and take delivery, the Seller and Buyer respectively must be approved shippers and have executed a Systems Services Agreement or other documentation governing such delivery process with Magellan.

2.2 Quality

Permian WTI shall be delivered free from all liens, encumbrances, unpaid taxes, fees, other charges and any other form of claim and shall conform to the specifications, as appropriate, described in ICE Futures Europe Rules.

2.3 Quantity
Quantities are as required under the relevant Contract Terms.

2.4 Price

The price at which the Permian WTI Contracts are delivered shall be based on the final settlement price, which shall be published on the Last Trading Day for the contract month.

2.5 Cessation of Trading

Contracts cease trading on the Last Trading Day, as defined in the Contract Terms.

2.6 Exchange for Physicals (EFPs)

EFPs may be made only in accordance with the ICE Futures Europe Rules, provided that EFPs executed on the Last Trading Day for any contract month may be reported at any time after the close of trading until 09:00 CT / 15:00 LPT on the next Business Day following the Last Trading Day.

3. Liability

3.1 The provisions of this paragraph 3 are without prejudice to the generality of, and subject to, the provisions of the Rules relating to liability and apply in addition to the general requirements of these Delivery Procedures.

3.2 Neither the Clearing House nor ICE Futures Europe is responsible for, and neither of them shall have any liability whatsoever as a result of, the performance or non-performance of Magellan or any person who operates MEH. Neither the Buyer nor the Seller, nor their Clearing Members, shall have any claim against the Clearing House for any loss, cost, damage or expense incurred or suffered as a result of the performance or non-performance of Magellan or MEH. This provision is without prejudice to the Clearing House’s liability under Contracts.

3.3 Neither the Clearing House nor ICE Futures Europe makes any representation regarding the authenticity, validity or accuracy of any delivery Tender notice, confirmation of transfer or any other notice, document, file, record or instrument used or delivered pursuant to the Rules and Procedures.

4. Delivery Contract Security and Contract Value

4.1 On the second Business Day following the Last Trading Day, the Clearing House will call for delivery Margin from the Seller and the Buyer Contract Security, such amount to be paid in accordance with the Finance Procedures. The Clearing House will retain the Seller’s and Buyer’s delivery Margin until such times as specified below.

4.2 At the beginning of the Business Day prior to delivery day for the Contract, the Clearing House will call for the full delivery Margin as against the Contract value from the Buyer, such amount to be paid in accordance with the Finance Procedures.

5. Delivery Timetable and Obligations

Delivery under an ICE Permian WTI Contract is based on open contract positions at close of trading on the Last Trading Day for which physical delivery is specified as applicable in the relevant Contract Terms and which go to physical delivery on the expiry date. A delivery schedule shall be agreed between Magellan and the Buyer and Seller. Delivery shall take place no earlier than the first calendar day of the delivery month and shall be completed no later than the last calendar day of the delivery month. Seller shall ensure that its crude oil receipts are available to
begin flowing ratably by the first calendar day in the delivery month in MEH, in accordance with the Tariffs.

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<th><strong>Three Business Days prior to the 25th calendar day of the month</strong></th>
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**Delivery Day**

- By no later than the last calendar day in the delivery month, delivery is to be made at MEH, in accordance with the Contract Rules, Applicable Laws and the scheduling instructions given by Magellan.

**Delivery Day + 10 Business Day**

- By COB
  - By close of business, Magellan will provide the Clearing House with delivery confirmation confirming delivery of the Product to the Buyer. Deliveries are not valid until confirmed by Magellan to the Clearing House. In the event of discrepancy between the parties, Magellan’s confirmations shall override those of the Buyer and Seller.
  - Contingent variation margin requirements end for the Seller.

**Following Delivery**

- **3 Business Days prior to the Seller’s Invoice**
  - The Buyer’s invoice is issued. Clearing House returns Buyer’s delivery Margin.

**Buyer’s Invoice**

- The Seller’s invoice is issued. Clearing House will release Seller’s delivery Margin.