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Sustainability Provisions –Ethanol and ETBE :

Contractual Provisions addressing sustainability for inclusion in spot contracts (contracts with a duration of less than 6 months) for the purchase and sale of Ethanol and/or Ethyl Tertiary Butyl Ether (ETBE).

Definitions:

'Direct Control' - For the purposes of the Sustainability Provisions (the "Provisions") the Supplier will be considered to have 'Direct Control' over the relevant elements of the supply chain pursuant to this Agreement if it has controlling ownership of or manages or supervises, a plantation, farm, production or processing facility, from which the biofuel component or feedstock used to produce the biofuel component is wholly or partly derived.

For the purposes of this definition 'Direct Control'; The Supplier shall be deemed to have 'controlling ownership' if it legally or beneficially owns fifty per cent or more of the voting rights attached to the issued share capital in the entity which owns or operates the plantation, farm, production or processing facility.

'Relevant Parties' – means;

all third parties with whom the Supplier has entered into any contractual biofuel component or feedstock purchase arrangements arising out of or in connection with the performance of its obligations to the Buyer pursuant to this Agreement (and each such party shall be a "Relevant Party").

1 Sustainability requirements

1.1 The Supplier shall ensure that it, shall;

i) not knowingly⁽¹⁾ source biofuel components or feedstock pursuant to this Agreement for which the cultivation, production or processing has involved the use of child labour in contravention of ILO Convention #138 and/or ILO Convention #182.

ii) not knowingly⁽¹⁾ source biofuel components or feedstock pursuant to this Agreement for which the cultivation, production or processing has involved the use of forced labour in contravention of ILO Convention #105.

iii) not knowingly⁽¹⁾ source biofuel components or feedstock pursuant to this Agreement that have been cultivated, produced or manufactured in areas of high biodiversity value as defined by any of the following criteria and which have been subject to clearance after November 30 2005, the applicable criteria are:

1. The World Conservation Union "IUCN" Category I-VI protected areas⁽²⁾
2. Wetlands of International Importance designated under the Ramsar Convention⁽³⁾
3. Natura 2000 sites as determined under the European Birds⁽⁴⁾ and Habitats⁽⁵⁾ Directives

¹ For purposes of this Section 1.1, "knowingly" means with the direct knowledge of an officer of the company at management level.

² [2003 UN List of Protected Areas](http://sea.unep-wcmc.org/wdbpa/), <http://sea.unep-wcmc.org/wdbpa/>

³ [Ramsar Sites Information Service](http://www.wetlands.org/Ramsar%20Sites%20Information%20Service) <http://www.wetlands.org/>

4. Important Bird Areas (IBAs) as defined by Birdlife International⁽⁶⁾
5. Biosphere Reserves designated under the UNESCO Man and the Biosphere Programme⁽⁷⁾

2 Supply chain verification

- 2.1** The Supplier shall upon the request of the Buyer, provide adequate information and documentation pertinent to the Sustainability Provisions to the Buyer in order that the Buyer may comply with the requests of the appropriate statutory bodies or stakeholders for the purposes of Sustainability reporting and to the extent that such request does not require the disclosure of commercially sensitive information.

3 Compliance and audit

- 3.1** Where and to the extent that the Supplier does not have Direct Control of any element of the supply chain, the Supplier shall exercise reasonable efforts to ensure that the Relevant Parties are in compliance with the provisions of Clause 1.1. The Supplier shall inform the Buyer immediately when it becomes aware of any event or circumstances which in its reasonable opinion may adversely affect the ability of the Relevant Parties to comply with the Sustainability Provisions. For purposes of this paragraph, “becomes aware” means the direct knowledge of an officer of the company at management level.

Notwithstanding the above, The Supplier will be deemed to have satisfied its obligations under this Clause 3.1 with respect to the Relevant Parties if the Supplier requires all of the Relevant Parties to comply with provisions in respect of sustainability that are similar in scope to the provisions contained in Clause 1.1.

- 3.2** Where and to the extent that the Supplier has Direct Control of any element of the supply chain, the Supplier shall ensure that it, shall comply with all applicable laws and regulations with respect to the operation of its processing facilities.
- 3.3** For all elements of the supply chain over which the Supplier has Direct Control, the Buyer may require that an audit be conducted by giving no less than 30 business days written notice to the Supplier. However if in the reasonable opinion of the Buyer there has been a breach of these Sustainability Provisions by the Supplier, this notice period shall be reduced to 10 days.

i) The audit shall be carried out by an independent auditor nominated by the Buyer which shall be accredited by an organisation performing social, environmental and sustainable development accreditation according to the ISO 17000 series of standards and guides (the ‘Auditor’), to determine compliance with these Sustainability Provisions. The Auditor’s findings shall be recorded in a written report which shall be made available promptly to both the Buyer and the Supplier and only to them (the “Report”). The Buyer shall pay for the costs of such audit. The Supplier shall allow or procure access to documentation and sites within its Direct Control as may reasonably be required by the Auditor for the purposes of carrying out the audit.

⁴ [European Union Birds Directive](http://ec.europa.eu/environment/nature/natura2000/db_gis/index_en.htm), http://ec.europa.eu/environment/nature/natura2000/db_gis/index_en.htm

⁵ [European Union Habitats Directive](http://ec.europa.eu/environment/nature/natura2000/db_gis/index_en.htm), http://ec.europa.eu/environment/nature/natura2000/db_gis/index_en.htm

⁶ [Birdlife International – Important Bird Areas](http://www.birdlife.org/action/science/sites/index.html), <http://www.birdlife.org/action/science/sites/index.html>

⁷ [UNESCO’s Man and the Biosphere Programme](http://www.unesco.org/mab/mabProg.shtml), <http://www.unesco.org/mab/mabProg.shtml>

ii) If the Auditor determines in the Report that the Supplier has failed to comply with any of the Sustainability Provisions, the Buyer and the Supplier shall agree to a Rectification Plan (the "Plan") within 30 calendar days of the audit report being issued. The Plan shall include specific deadlines (the 'Deadlines') for the completion of any work or actions required to remedy the compliance deficiencies identified. All costs for implementing the Plan shall be borne by the Supplier.

iii) Pursuant to Clause 3.3 ii) and at any time after the expiry of any of the Deadlines, the Auditor, shall determine whether the respective compliance deficiencies have been rectified.

iv) The Auditor will fully respect the confidentiality of the Supplier's business and shall not divulge details of the Supplier's commercial arrangements to the Buyer or any other third party without the written permission of the Supplier.

v) the Buyer, Supplier and Auditor shall jointly establish the scope of the Audit with reference to principles and guidelines similar to those typically set by Relevant International Bodies or national governments.

4. Termination

Without prejudice to the rights of either party in respect of breaches elsewhere in this agreement, the Buyer may, without liability or penalty to the Supplier, terminate the Agreement forthwith by written notice to the Supplier if, pursuant to these Sustainability Provisions;

i) the Supplier has breached any provision of Clause 1.1, or

ii) the Auditor determines pursuant to Clause 3.3 iii) that the Supplier has not rectified the material deficiencies within the Deadlines prescribed in the Plan; or

iii) notwithstanding the Buyer exercising all reasonable efforts, the Supplier and the Buyer have been unable to agree to the Plan pursuant to Clause 3.3 ii).

5. Provision of Data⁸

5.1 Upon the request of the Buyer the Supplier shall exercise reasonable efforts to provide the following data to the Buyer for each cargo supplied under this agreement in order that the Buyer can comply with the requirements of the UK Renewable Transport Fuel Obligations (RTFO). The data shall be provided concurrently with the initial cargo nomination to the Buyer and updated if the cargo is subsequently re-nominated or substituted.

If the Supplier is unable to provide any or all of the data required, the Supplier should state 'Unknown' against the appropriate data category.

a) Biofuel feedstock type - for example: sugarcane, wheat, molasses, corn etc.

b) Country of Origin of the feedstock.

c) Environmental standard⁹ to which the source plantation is certified - for example: LEAF, SAN/RA, ACCS, GlobalGAP, IFOAM, Proterra, Etanol Verde etc or

⁸ Clause 5 shall only apply if the ethanol is of EU origin or if not of EU origin is intended to be exported from the country of origin.

⁹ Not required where the Feedstock Type' is a by-product. For example, molasses.

supplementary checks where available for example audits against the RTFO meta-standard,

- d) Social Standard⁹ to which the source plantation is certified. Refer to c) .
- e) Land use⁹ on November 30 2005 – for example: cropland
- f) Carbon intensity of the supply chain or individual elements of the supply chain, in CO2e per unit of biofuel. Please specify which methodology (eg default RFTFO/RED, actual etc)

5.2 Upon the request of the Buyer and if the data is available to the Supplier, they shall report to the

Buyer:

- i) the source or generation process used for the production of steam and electricity used in the manufacturing process from which the biofuel component is produced, and
- ii) the fuel source for the applicable dehydration process.

This data shall be provided concurrently with the initial cargo nomination to the Buyer and updated if the cargo is subsequently re-nominated or substituted. If the information is not available the Supplier shall state 'Other' or 'Unknown'. The following categories may be used:

1. Steam:

- a) Purchased from other party.
- b) Generated by natural gas boiler.
- c) Generated by coal boiler.
- d) Generated by biomass boiler
- e) other or unknown.

2. Electricity:

- a) Purchased from other party.
- b) Generated by gas turbine (natural gas)
- c) Generated by steam turbine (natural gas)
- d) Generated by steam turbine (coal)
- e) Generated by steam turbine (residual biomass)
- f) other or unknown.

3. Dehydration:

- a) Natural gas.
- b) Lignite
- c) Biomass
- d) Exhaust gas ex gas turbine
- e) other or unknown.