

**SCHEDULE 3
FORM OF CONFIRMATION**

This Confirmation evidences the terms of the binding agreement between the Seller and the Buyer named below regarding the Transaction described in this Confirmation. This Confirmation is subject to the terms and conditions of the Emissions Trading Master Agreement for the EU Scheme entered into between the Seller and the Buyer.

Reference:	187629
Seller and contact person:	VEOLIA ENVIRONNEMENT FINANCE ✓ Florence GAUTIER
Buyer and contact person:	VEOLIA ENERGY VARNA EAD SV ✓
Buyer's Holding Account:	EU-100-5016182-0-23
Seller's Holding Account:	EU-100-5024596-0-51
Site	
Date and Time Transaction Agreed (GMT):	19/12/2018 16:42:40
Allowance Type (EU Allowance / Alternative Allowance / CER)	EU Allowances
Specified Compliance Period(s):	2013-2020
CPTA Quantity (for each Specified Compliance Period) (expressed in number of Allowances):	27 000,00 ✓
Delivery Date (for each CPTA Quantity):	21/12/2018
Contract Price(s) (€ / Allowance) for each Specified Compliance Period:	18,77 ✓
Total amount HT	506 790,00 EUR
Billing Date:	
Payment Date:	28/12/2018 ✓
Name of Broker (if applicable):	Veolia Environnement Finance
Bank details: As specified in Schedule 2, or if different, as follows:	Seller: n/a Buyer: n/a
Special Conditions:	Excludes Veolia Environnement Finance commission @ 4,5c€/t

Additional Terms:

1. **Definitions.** Capitalized terms not defined in this Confirmation have the meaning given to them in the Agreement.
2. **Counterparts.** Notwithstanding anything in the Agreement to the contrary, 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 the Agreement, they only become part of the Transaction if we expressly agree to them in a supplemental written confirmation.

Dated 27/12/18

Signed

J. Rodde

Signed

John - R. Haeuber

Duly authorised on behalf of the Seller

Duly authorised on behalf of the Buyer