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**REDACTED VERSION**

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**RENEWABLE ENERGY CREDITS (“RECs”) PURCHASE AND SALE AGREEMENT (“Agreement”)  
AMENDMENT NO. 1**

Seller:	[REDACTED]	
Seller Contact:	[REDACTED]	
Buyer:	Puget Sound Energy, Inc.	Address: 2380 116 <sup>th</sup> Ave NE, Ste 201 Bellevue, WA 98004
Buyer Contact:	Tricia Fischer	Telephone: 425-462-3248 E-mail: tricia.fischer@pse.com Invoices: ElectricInvoices@pse.com
Transaction Date:	September 15, 2021	
Definitions:	<p>“Renewable Energy Credit” or “REC” means the Environmental Attributes and Reporting Rights associated with the generation of one (1) megawatt-hour of energy by a renewable energy facility, including a wind energy facility.</p> <p>“Environmental Attributes” means those aspects, claims, characteristics and benefits associated with the generation of a quantity of electricity by a renewable energy facility, including any and all the environmental, power source and emission characteristics, credits, allowances, emissions reductions, offsets, and benefits, howsoever entitled, attributable to the generation of electricity from such facility and its displacement of generation from non-renewable energy resources, include but are not limited to any avoided emissions of pollutants to the air, soil or water such as sulfur dioxide (So<sub>x</sub>), nitrogen oxides (NO<sub>x</sub>), and carbon monoxide (CO); and further includes any avoided emissions of carbon dioxide (CO<sub>2</sub>) and any other greenhouse gas (“GHG”) that contributes to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere.</p> <p>“Reporting Rights” means the right to report and register the exclusive ownership of the Environmental Attributes in compliance with federal, state or local law, if applicable, and to a federal or state agency or any other party at the Buyer’s discretion, and include without limitation those Reporting Rights accruing under Section 1605(b) of the Energy Policy Act of 1992 and any present or future federal, state or local law, regulation or bill, and international or foreign emissions trading program.</p>	
Product for Delivery to Buyer:	WA RPS Compliant Firm RECs	
Vintage:	2021-2024	
Quantity:	4,800 vintage 2021; 18,600 each vintage 2022-2023 and 15,500 vintage 2024	
Purchase Price:	[REDACTED]	
Transfer of RECs:	<p>Transfer of RECs shall occur via the WREGIS tracking system. Seller shall transfer to Buyer according to the following schedule and may do so quarterly:</p> <p>4,800 vintage 2021 on or before (OOB) 4/29/22  18,600 vintage 2022 OOB 4/28/23  18,600 vintage 2023 OOB 4/30/24  15,500 vintage 2024 OOB 4/30/25</p>	

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Payment:	Seller will invoice Buyer and Buyer shall pay for Quantity of RECs transferred x Purchase Price no later than ten (10) business days after the transfer of Quantity of RECs to Buyer's WREGIS account and receipt of invoice by Buyer from Seller. All funds to be paid to Seller shall be rendered in the form of immediately available funds (U.S. Dollars) by wire transfer or in such other form as agreed to by the parties. If either party fails to remit any amount payable by it when due, interest on such unpaid portion shall accrue at a rate equal to the prime interest rate in effect at the time as published in <i>The Wall Street Journal</i> plus two percent (2%) from (and including ) the date payment is due to the date of payment.
General Terms and Conditions:	<p><u>Representation and Warranties of Seller.</u> Seller represents and warrants to Buyer that as of and at the time of each transfer hereunder (i) each REC meets the specifications set forth in this Agreement; (ii) Seller has good and marketable title to the RECs; (iii) all right, title and interest in and to the RECs are free and clear of any liens, taxes claims, security interests, or other encumbrances; and (iv) Seller has not made any claims that the energy associated with the RECs was or will be sold as renewable energy. SELLER EXPRESSLY NEGATES AND DISCLAIMS ANY OTHER REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.</p> <p><u>Event of Default.</u> For purposes of this Agreement, a party shall be in default (each of the following, an "Event of Default"): (i) if that party fails to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three (3) business days of written notice from the other party; (ii) if that party materially breaches any or all of its obligations under this Agreement and such breach is not cured within seven (7) business days of written notice of such breach from the other party; (iii) if any representation or warranty made by a party pursuant to this Agreement proves to have been misleading or false in any material respect when made and such party does not cure the underlying facts so as to make such representation and warranty correct and not misleading within seven (7) business days of written notice from the other party; or (iv) if a Party makes an assignment of all or substantially all of its assets or any general arrangement for the benefit of its creditors (or any of them); files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors; has a petition filed against it, and such petition is not dismissed within sixty (60) days; or otherwise becomes bankrupt or insolvent (however evidenced).</p> <p><u>Remedies upon Default.</u> If either Party is in default, the non-defaulting party may select any or all of the following remedies: (i) upon five (5) business days' written notice to the defaulting party, terminate this Agreement, (ii) withhold any payments and deliveries due in respect of this Agreement, and (iii) exercise such other remedies available at law or in equity.</p> <p>If Buyer is in default and Seller elects to terminate this Agreement, then Buyer shall pay Seller, within ten (10) business days of invoice receipt, an amount equal to the sum of (i) the contract price multiplied by the quantity for any RECs delivered to Buyer for which Seller has not been paid, and (ii) the positive difference, if any, obtained by subtracting the market price for the RECs from the contract price multiplied by the quantity of RECs not delivered to Buyer, plus reasonable third party fees (including broker fees) and legal costs incurred by Seller in enforcement and protection of its rights under this Agreement. The market price shall be determined based upon the average of prices quoted by three independent third party brokerage services selected by Seller and reasonably acceptable to Buyer.</p> <p>If Seller is in default and Buyer elects to terminate this Agreement, then Seller shall pay Buyer, within ten (10) business days of invoice receipt, an amount equal to the positive difference, if</p>

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any, obtained by subtracting the contract price from the market price for the RECs multiplied by the quantity of RECs not delivered, plus reasonable third party fees (including broker fees) and legal costs incurred by Buyer in enforcement and protection of its rights under this Agreement. The market price shall be determined based upon the average of prices quoted by three independent third party brokerage services selected by Buyer and reasonably acceptable to Seller. In no event does the foregoing relieve Buyer of its obligation under this Agreement to pay Seller the Purchase Price multiplied by the quantity for any RECs delivered to Buyer for which Seller has not been paid.

Force Majeure. If either party is rendered unable, wholly or in part, by Force Majeure (as defined below) to carry out its obligations under this Agreement, then upon such party's giving notice and full particulars of such Force Majeure as soon as reasonably possible after the occurrence of the cause relied upon, such notice to be confirmed in writing to the other party, the obligations of the claiming party will, to the extent they are affected by such Force Majeure, be suspended during the continuance of said inability, but for no longer period, and the claiming party will not be liable to the other party for, or on account of, any loss, damage, injury or expense resulting from, or arising out of such event of Force Majeure. The party receiving such notice of Force Majeure will have until the end of the third (3<sup>rd</sup>) business day following such receipt to notify the claiming party that it objects to or disputes the existence of an event of Force Majeure. The claiming party will cooperate fully with the receiving party in its endeavors to assess the particulars of the Force Majeure claimed.

"Force Majeure" means an event or circumstance which prevents a party from performing its obligations under this Agreement, which event or circumstance was not reasonably anticipated as of the occurrence of such event or circumstance and which is not within the reasonable control of, or the result of the negligence of, the party claiming Force Majeure, and which the claiming party is unable to overcome or avoid or cause to be avoided, by the exercise of reasonable care. Force Majeure events include, but are not limited to, acts of God, acts of the public enemy, acts of terror, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, tornadoes, volcanoes, fires, storms, floods, disasters, civil disturbances, explosions, sabotage, or the binding order of any court or governmental body or agency. Force Majeure may not be based on (i) the loss or failure of Buyer's markets; (ii) Buyer's inability economically to pay for, use or resell the Product; (iii) Seller's ability to sell the Product to another at a price greater than the Purchase Price; (iv) Buyer's ability to produce Product; or (v) Buyer's ability to purchase product similar to the Product at a price less than the Purchase Price. In the case of a party's obligation to make payments hereunder, Force Majeure will be only an event or act of a governmental authority that on any day disables the banking system through which a party makes such payments.

Limitations of Liability. NO PARTY SHALL BE REQUIRED TO PAY OR BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR FOR LOST PROFITS OR ANY FINES OR PENALTIES ASSESSED BY ANY GOVERNMENTAL AUTHORITY INCLUDING, BUT NOT LIMITED TO, FINES OR PENALTIES TO ANY OTHER PARTY EXCEPT TO THE EXTENT THAT THE PAYMENTS REQUIRED TO BE MADE PURSUANT TO THIS AGREEMENT (INCLUDING PAYMENTS TO BE MADE ON INVOICES AND TAXES) ARE DEEMED TO BE SUCH DAMAGES. IF AND TO THE EXTENT ANY PAYMENT REQUIRED TO BE MADE PURSUANT TO THIS AGREEMENT IS DEEMED TO CONSTITUTE LIQUIDATED DAMAGES, THE PARTIES ACKNOWLEDGE AND AGREE THAT SUCH DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE AND THAT SUCH PAYMENT IS INTENDED TO BE A REASONABLE APPROXIMATION OF THE AMOUNT OF SUCH DAMAGES AND NOT A PENALTY. EACH PARTY SHALL TAKE REASONABLE STEPS TO MITIGATE DAMAGES FROM ANY BREACH HEREOF. .

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Confidentiality. The parties agree to keep confidential the contents of this Agreement and any information made available by one party to the other party with respect to this Agreement, unless disclosure of such information is required by law, rule or regulation.

Indemnification. Without limiting any of the provisions set forth in the paragraph titled "Limitations of Liability," each party (the "Indemnifying Party") shall indemnify and hold harmless the other party, its shareholders, officers, directors, employees, and agents (collectively, the "Indemnified Party"), from and against any and all third-party claims, costs, suits, liabilities, damages, losses, demands, and expenses of every kind including, without limitation, reasonable attorneys' fees and disbursements, resulting from or arising out of: (i) a material default by the Indemnifying Party of any covenant or agreement in this Agreement; or (ii) the negligence or willful misconduct by the Indemnifying Party.

Notices. All notices, demands, and other communications hereunder shall be effective only if given in writing and shall be deemed given (i) when delivered in person; (ii) when delivered by private courier (with confirmation of delivery); (iii) when transmitted by facsimile (with confirmation of transmission); (iv) by email or (v) five (5) business days after being deposited in the United States mail, first-class, registered or certified, return receipt requested, with postage paid. For purposes hereof, all notices, demands and other communications shall be sent to the contacts and addresses above (or to such other address furnished in writing by one party to the other party).

Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may transfer or assign this Agreement, in whole or in part, without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

Amendment. This Agreement may be amended at any time, but only by a written agreement signed by both parties.

No Waiver. No delay or omission by a party in the exercise of any right under this Agreement shall be taken, construed, or considered as a waiver or relinquishment thereof. If any of the terms and conditions herein are breached and thereafter waived in writing by a party, such waiver is limited to the particular breach so waived and is not deemed to waive any other breach hereunder.

Severability. If any provision or portion of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.

Complete Agreement. This Agreement represents the parties' final and mutual understanding concerning its subject matter. It replaces and supersedes any prior agreements or understandings regarding such subject matter, whether written or oral.

Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Washington, excluding any choice of law or conflicts of law rules or principles that would result in application of the laws of a different jurisdiction.

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Change in Laws. In the event that a change to the applicable laws results (or will result in): (i) all or part of the RECs being invalidated, revoked, withdrawn or amended so that they are no longer saleable; or (ii) all or part of the RECs cannot be accepted; then either Party may terminate the Agreement with immediate effect by giving written notice to the other Party. In case of such a termination, the Parties shall have no further liability whatsoever to each other under the Agreement. A termination of this Agreement in accordance with this section shall be without prejudice to the rights and obligations of the Parties in respect of the RECs that are not affected by Change in Law, and without prejudice to and rights and obligations accrued or arising prior to termination of this Agreement.

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same instrument. Facsimile or PDF transmission of any signed original document, and retransmission of any facsimile or PDF transmission, will be the same as delivery of any original document.

Forward Contract. This Agreement constitutes a "forward contract" and each party represents and warrants that it is a "forward contract merchant" within the meaning of the United States Bankruptcy Code. This Agreement also constitutes a sale of a nonfinancial commodity for deferred shipment or delivery that the parties intend to be physically settled and is excluded from the term "swap" as defined in the Commodity Exchange Act under 7 U.S.C. § 1a(47) and Commodities Future Trading Commission and Securities and Exchange Commission regulations under Title 17 of the Code of Federal Regulations Part 1 and Title 17 of the Code of Federal Regulations Parts 230, 240, and 241, respectively.

By signing below, the parties agree to be bound by the terms and conditions contained in this Agreement.

Buyer: Puget Sound Energy, Inc.	
Signature:	
Title: Manager, Trading	
Printed Name:	Date:
Chris Smith	10/13/21

