Appendix A: LSE Obligation Master Agreement

MASTER LOAD SERVING ENTITY PURCHASE AND SALE AGREEMENT

This Master Load Serving Entity Purchase and Sale Agreement (the "Agreement") is made as of [________], 2026 ("Effective Date") by and between the New York State Energy Research and Development Authority, a public benefit corporation, having a principal business address of 17 Columbia Circle, Albany, New York 12203 ("NYSERDA"), and the Load Serving Entity executing this Agreement below ("LSE Buyer").

NYSERDA and LSE Buyer are each referred to herein as a "Party" and are collectively referred to herein as the "Parties."

RECITALS:

WHEREAS, pursuant to Program Orders (defined below) enacted by the New York State Public Service Commission ("PSC") from time to time, NYSERDA is authorized by the PSC to intermediate transactions to acquire or otherwise monetize Program Assets (defined below) and to collect compensation for such Program Assets from LSE Buyer and other LSEs based on proportional load share;

WHEREAS, pursuant to the Program Orders set forth on Appendix A attached hereto (the "Existing Program Orders"), NYSERDA has entered into certain agreements set forth in Appendix A (the "Legacy Agreements") pursuant to which LSE Buyer is obligated to purchase from, or otherwise make payments to, NYSERDA with respect to the Program Assets set forth in Appendix A (the "Legacy Program Assets");

WHEREAS, from time to time, pursuant to Program Orders, NYSERDA and LSE Buyer may enter into additional arrangements whereby LSE Buyer may purchase from, or otherwise make payment to, NYSERDA with respect to Program Assets under programs conceived after the date hereof ("New Program Assets");

WHEREAS, the Parties, by this Agreement, desire to (i) terminate the Legacy Agreements, (ii) replace and supersede the terms and conditions of such Legacy Agreements with the terms and conditions hereof, and (iii) set forth the terms and conditions applicable to future purchases from, of payments to, NYSERDA by LSE Buyer with respect to New Program Assets; and

WHEREAS, the Order Approving Zero-Emissions Credit 2.0 Implementation Plan and Making Other Findings[1] approved this form of agreement for the procurement of Program Assets by LSE Buyers from NYSERDA has been approved or otherwise authorized by the PSC.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, which the Parties agree is sufficient, and the Parties, intending to be legally bound, agree as follows:

ARTICLE 1 DEFINITIONS

[1] Case 15-E-0302, Proceeding on Motion to Implement a Large-Scale Renewable Program and a Clean Energy Standard, *Order Approving Zero-Emissions Credit 2.0 Implementation Plan and Making Other Findings*, (Issued on June 12, 2026)

2.1 Definitions. In addition to any other terms defined herein, the following terms shall have the meaning ascribed to them below:

(a) "Administrative Adder" means, with respect to any Program Asset Class, the amount of any adder or other charge approved by the PSC to be paid by LSEs to NYSERDA in connection with the Program Assets of such Program Asset Class.

(b) "Agreement" means this Master Load Serving Entity Purchase and Sale Agreement, including Exhibits A (Standard Terms and Conditions for All NYSERDA Agreements); B (NYSERDA Prompt Payment Policy Statement)[2]; Appendix A (Legacy Program Assets); and Appendix B (Form of Program Asset Supplement), all of which are incorporated herein and made part hereof.

(c) "Annual Program Asset Obligation Amount" means, for each Program Asset Class, an amount equal to the product of (A) the sum of (i) the Total Program Asset Net Expenditure for the Program Assets in such Program Asset Class plus (ii) any approved Administrative Adder for such Program Asset Class *multiplied by* (B) the LSE Buyer Load Share as computed for such Program Asset Class. For each Program Asset Class, Annual Program Asset Obligation Amount equals (i+ii)*(B).

(d) "Annual Program Asset Class Settlement Payment" means, with respect to each Program Asset Class, the final settlement payment due to either LSE Buyer or NYSERDA with respect to such Program Asset Class, as calculated at the end of each Compliance Year pursuant to Section 3.8.

(e) "Commencement Date" means, for each Program Asset Class, the date on which the Term for such Program Asset Class commences, as set forth on Appendix A or any Program Asset Supplement.

(f) "Compliance Year" means, for each Program Asset Class, the Compliance Year set forth on Appendix A or any Program Asset Supplement.

(g) "Energy Services Company" or "ESCO" means any eligible competitive energy services company operating in New York State pursuant to the Uniform Business Practices approved by the PSC.

(h) "Load Modifier" means the adjustment made by certain LSEs to account for the fact that NYISO data may not accurately capture the load in New York State served by those LSEs due to some of such load being served other than through the NYISO wholesale market.

(i) "Load Modifier Projection" means the estimated Load Modifier, if any, applicable to the LSE Buyer as determined by NYSERDA in each Compliance Year in accordance with any Program Orders based on information provided by LSE Buyer.

(j) "Load Serving Entity" or "LSE" means any entity or individual that sells retail commodity electricity supply to an end-use customer located in New York State,

[2] Available at: https://www.nyserda.ny.gov/Funding-Opportunities/Standard-Forms-and-Agreements

including any ESCO and each electric distribution company regulated by the PSC, serving in their roles as electric commodity supplier of last resort, jurisdictional municipal utilities, community choice aggregators not otherwise served by an ESCO, customers purchasing power directly from NYISO, and Long Island Power Authority ("LIPA") and the New York Power Authority ("NYPA") to the extent LIPA and NYPA have voluntarily agreed to act as LSEs.

(k) "LSE Buyer Load Share" means, for each Program Asset Class, the percentage of the Total Program Asset Class Electric Load pertaining to such Program Asset Class that is served by LSE Buyer, incorporating any adjustment to NYISO load share data based on the LSE Buyer's Load Modifier (if applicable), during such Compliance Year, applicable to such Program Asset Class.

(l) "Monthly Obligation Payment" means, for each Program Asset Class, the monthly payment due from LSE Buyer to NYSERDA pertaining to such Program Asset Class, calculated as the amount obtained by aggregating the product of (i) the wholesale load served by LSE Buyer for purposes of such Program Asset Class, in MWh, for the applicable month based on NYISO Version 1 data or such other data generally used by NYGATS, as applicable for such Program Asset Class, for similar purposes at such time, as adjusted by the Load Modifier Projection and Program Asset Compensation Factor, if any, applicable to the LSE Buyer, *multiplied by* (ii) the Program Asset Rate applicable to such Program Asset Class.

(m) "NYGATS" means the New York Generation Attribute Tracking System, the tracking system that records electricity generation attribute information within New York State, and processes generation attribute information from energy imported and consumed within New York State, as a basis for creating tradable generation attribute certificates, such as Tier 1 RECs, ORECs, Tier 4 RECs and Zero Emission Credits (ZECs).

(n) "NYGATS Operating Rules" means the rules governing the operation of the NYGATS by NYSERDA and its designated NYGATS Administrator, and the participation in and use of the NYGATS by users. The Operating Rules describe how the system is operated and delineate the roles, requirements and responsibilities of all parties.[3]

(o) "NYISO" means the New York Independent System Operator.

(p) "New York State Public Service Commission" or "PSC" means the commission duly authorized to operate in New York State pursuant to Articles 1 and 2 of the Public Service Law.

(q) "Program Assets" means the assets representing certain environmental attributes (in the form of renewable energy certificates, index storage credits or other similar representations of value) accrued pursuant to the Program Orders, set forth on Appendix A or in any Program Asset Supplement.

(r) "Program Asset Classes" means the categories of Program Assets authorized by Program

[3] Available at: https://www.nyserda.ny.gov/All-Programs/Programs/NYGATS/Registration-Documents

Orders set forth on Appendix A and any additional category of Program Asset authorized by a Program Order set forth in any Program Asset Supplement.

(s) "Program Asset Compensation Factor" means any Program Asset Compensation Factor applicable to a Program Asset Class, as set forth on Appendix A or in any Program Asset Supplement.

(t) "Program Asset Rate" means, for any Program Asset Class, the per MWh charge used by all LSEs and NYSERDA for invoicing prior to reconciliation, as calculated by the formula adopted in the Program Order pertaining to such Program Asset Class and as posted on NYSERDA's website, including any Administrative Adder approved by the PSC with respect to the Program Assets in such Program Asset Class.

(u) "Program Asset Supplement" means a supplement attached hereto with respect to a New Program Asset, substantially in the form of Appendix B.

(v) "Program Orders" means the orders of the PSC set forth on Appendix A and on any Program Asset Supplement.

(w) "Total Program Asset Net Expenditure" means, for each Program Asset Class, for any applicable Compliance Year, the total dollars expended by NYSERDA to acquire Program Assets in such Program Asset Class during such Compliance Year minus all revenues received by NYSERDA for such Program Asset Class from Voluntary Sales of Program Assets during such Compliance Year.

(x) "Total Program Asset Class Electric Load" means, for a Program Asset Class, the total electric energy load of New York State served by LSEs participating in such Program Asset Class.

(y) "Voluntary Sales" means any sales by NYSERDA of Program Assets applicable to a Program Asset Class other than sales to purchasers that are not for purposes of compliance with the Program Orders.

ARTICLE 2 TERMINATION OF LEGACY AGREEMENTS

2.1 Termination Effective. The Parties hereby terminate all Legacy Agreements effective as of the date hereof. Effective as of the date hereof, such Legacy Agreements shall no longer have force or effect and all rights and obligations thereunder shall be superseded in their entirety by the rights and obligations of the Parties under this Agreement.

ARTICLE 3 PURCHASE AND SALE OF PROGRAM ASSETS

3.1 New Program Assets. From time to time the PSC may authorize NYSERDA's intermediation of transactions with LSEs with respect to New Program Assets. In such case, the terms and conditions specific to any such New Program Assets shall be set forth in a Program Asset Supplement which shall be attached hereto and incorporated herein by reference. The New Program Assets referenced in any such Program Asset Supplement shall constitute a new Program Asset Class hereunder.

3.2 Payment. Subject to the terms and conditions of this Agreement, LSE Buyer agrees to pay the Annual Program Asset Obligation Amount for Program Assets in each Program Asset Class.

LSE Buyer shall pay the Monthly Obligation Payment for the Program Assets in each Program Asset Class each month in accordance with the provisions below, and the Parties shall carry out the settlement and reconciliation process described in Section 3.8 each Compliance Year.

3.3 Transfer. Upon conclusion of the settlement and reconciliation process described in Section 3.8, NYSERDA will transfer in NYGATS to LSE Buyer all Program Assets that are registered on NYGATS (as indicated on Appendix A with respect to all Legacy Program Assets and on any Program Asset Supplement with respect to any New Program Assets) for which LSE Buyer has provided payment to NYSERDA for purposes of compliance with the Program Orders in accordance with this Agreement. Program Assets not transferred to LSE Buyer in NYGATS shall be handled as set forth on Appendix A with respect to all Legacy Program Assets and on any Program Asset Supplement with respect to any New Program Assets.

3.4 Monthly Invoicing. NYSERDA will provide invoices to the LSE Buyer on a monthly basis for the Monthly Obligation Payments for the Program Assets of all Program Asset Classes.

3.5 Monthly Payments. Payments in the amount of the Monthly Obligation Payments for all Program Asset Classes shall be due to NYSERDA within fifteen (15) days of the invoice date. Any and all payments due to NYSERDA shall be made by wire/ACH payment using electronic banking information provided by NYSERDA. When making payment, LSE Buyer shall include the Customer ID that NYSERDA previously sent to LSE Buyer by e-mail and available in NYGATS.

3.6 Taxes/Fees. NYSERDA shall pay any taxes or other fees, if any, imposed on the creation of Program Assets in NYGATS.

3.7 Term. The purchase and sale obligations under this Agreement with respect to each Program Asset Class shall commence, or already commenced, on the Commencement Date set forth on Appendix A with respect to Legacy Program Assets and on a Program Asset Supplement with respect to any New Program Assets and remain in effect until the date NYSERDA's obligations with respect to such Program Asset Class have expired or been terminated (for each Program Asset Class, the "Program Asset Class Expiration Date"). The term of this Agreement (the "Term") shall commence on the date hereof and shall expire on the last Program Asset Class Expiration Date.

3.8 Annual Settlement. After the required data becomes available following each Compliance Year for each Program Asset Class, the Parties will undertake the following on a timely basis:

(a) NYSERDA shall calculate LSE Buyer's Annual Program Asset Obligation Amount for such Program Asset Class for each applicable Compliance Year based on the NYISO Version 2 of the LSE load data or such other data generally used by NYGATS for similar purposes at such time for such Program Asset Class.

(b) Should the aggregate amount of Monthly Obligation Payments paid by LSE Buyer in a Compliance Year for any Program Asset Class exceed the Annual Program Asset Obligation Amount for that Compliance Year for such Program Asset Class, NYSERDA shall pay LSE Buyer the difference between such amounts.

(c) Should the aggregate amount of Monthly Obligation Payments paid by LSE Buyer in a

Compliance Year for any Program Asset Class be less than the Annual Program Asset Obligation Amount for that Compliance Year for such Program Asset Class, LSE Buyer shall pay NYSERDA the difference between such amounts within 30 days of invoice from NYSERDA.

3.9 Netting and Set-Off. If at any time during the term of this Agreement there is a written agreement between the Parties pursuant to which NYSERDA pays LSE Buyer for Program Assets ("Other Program Asset Agreement"), as set forth in Appendix A with respect to Legacy Program Assets and on any Program Asset Supplement with respect to any New Program Assets, the Parties agree that, pursuant to any requirements set forth in such Other Program Asset Agreement, amounts due from LSE Buyer to NYSERDA hereunder may be set off or netted against payments due from NYSERDA to LSE Buyer under such Other Program Asset Agreement. No such netting or set-off shall cause amounts due from LSE Buyer to NYSERDA hereunder to be less than zero dollars ($0).

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 NYSERDA Representations and Warranties. NYSERDA hereby represents and warrants to LSE Buyer as follows:

(a) NYSERDA has and, at all times during the Term will have, all necessary power and authority to execute this Agreement and to perform its obligations hereunder.

(b) The execution of and performance under this Agreement by NYSERDA has been duly authorized by all necessary action and does not violate any of the terms or conditions of NYSERDA governing documents, or any contract to which it is a party, or any law, rule, regulation, order, judgment or other legal or regulatory determination applicable to NYSERDA. This Agreement constitutes the valid and binding obligation of NYSERDA enforceable against it in accordance with its terms, subject to the effects of bankruptcy, insolvency, reorganization, moratorium and similar laws affecting enforcement of creditors' rights and remedies generally and to general principles of equity.

(c) There is no pending or (to NYSERDA's knowledge) threatened litigation, arbitration or administrative proceeding that materially adversely affects NYSERDA's ability to perform its obligations under this Agreement.

(d) The payments made by LSE Buyer to NYSERDA hereunder shall be made for compliance under applicable Program Orders.

(e) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NYSERDA EXPRESSLY DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN OR ORAL, AND WHETHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO CONFORMITY TO MODELS OR SAMPLES, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

4.2 LSE Buyer Representations and Warranties. LSE Buyer hereby represents and warrants to NYSERDA as follows:

(a) LSE Buyer is duly organized, validly existing and in good standing and has the requisite power and authority to own, lease and operate its properties and to carry on its business as being conducted on the Effective Date. LSE Buyer has, and at all times during the Term will have, all necessary power and authority to execute this Agreement and to perform its obligations hereunder.

(b) The execution of and performance by LSE Buyer under this Agreement has been duly authorized by all necessary action and does not violate any of the terms or conditions of LSE Buyer's governing documents, or any contract to which it is a party, or any law, rule, regulation, order, judgment or other legal or regulatory determination applicable to LSE Buyer. This Agreement constitutes the valid and binding obligation of the LSE Buyer enforceable against it in accordance with its terms, subject to the effects of bankruptcy, insolvency, reorganization, moratorium and similar laws affecting enforcement of creditors' rights and remedies generally and to general principles of equity.

(c) There is no pending or (to LSE Buyer's knowledge) threatened litigation or administrative proceeding against LSE Buyer that materially and adversely affects LSE Buyer's ability to perform its obligations under this Agreement.

(d) LSE Buyer has, and at all times during the Term will use reasonable efforts to maintain, the financial capability to perform its obligations hereunder.

(e) LSE Buyer is an Account Holder as defined in the NYGATS Operating Rules.

ARTICLE 5 EVENTS OF DEFAULT

5.1 Events of Default . For purposes of and during the Term, each of the following shall constitute an event of default ("Event of Default") by a Party:

(a) if a Party materially breaches any or all of its obligations as described in this Agreement and such breach is not cured within fifteen (15) Business Days of written notice of such breach from the other Party;

(b) if any representation or warranty made by a Party in Article 4 of this Agreement proves to have been misleading or false in any material respect when made; and/or

(c) if a Party:

(i) makes an assignment or any general arrangement for the benefit of its creditors;

(ii) 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, or has such a petition filed against it;

(iii) otherwise becomes bankrupt or insolvent (however evidenced); or

(iv) becomes unable to pay its debts as they become due.

ARTICLE 6 REMEDIES UPON DEFAULT

6.1 Remedies. Upon an Event of Default, the non-defaulting Party may (a) terminate this

Agreement upon written notice to the defaulting Party, (b) withhold any payments due in respect of this Agreement, (c) set off any payments due against any other credits or payments under other agreements between the Parties, (d) withhold the transfer of Program Assets to the defaulting Party, and/or (e) exercise its legal rights to secure payment of amounts due and owing to the non-defaulting Party by the defaulting Party. Notices by LSE Buyer pursuant to this section shall be served on NYSERDA and the PSC. NYSERDA may enforce this Agreement and pursue the collection of any unpaid portion of any Monthly Obligation Payment, Annual Program Asset Settlement Payment or any other amounts due to NYSERDA under this Agreement by referring the matter to the New York State Attorney General or by any other legal means.

6.2 Cumulative Remedies. All rights and remedies available to the non-defaulting Party under this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one right or remedy shall not be deemed a waiver of any other right or remedy provided herein or by law.

6.3 No Waiver. Failure by either Party to enforce any provision of this Agreement or to exercise any right or remedy in the event of default shall not constitute a waiver of that or any other provision, right, or remedy.

6.4 Exclusive Remedy. The remedies set forth in this Article 6 shall be the sole and exclusive remedies of the respective parties in the event of a default, and a party's liability shall be limited as set forth in this section. All other remedies or damages at law are hereby waived.

6.5 Limitation of Liability . In the event of a default, the defaulting Party's liability shall be limited as set forth herein. In no event shall any other liability be incurred by either Party for any obligations that arise under this Agreement, including (but not limited to) liability for consequential, incidental, punitive, exemplary, or indirect damages in tort, contract, or otherwise.

ARTICLE 7 NOTICES

7.1 Notices .

(a) All notices, requests, consents, approvals and other communications which may or are required to be given by either party to the other under this Agreement shall be in writing and shall be transmitted either:

(1) via certified or registered United States mail, return receipt requested;

(2) by personal delivery;

(3) by expedited delivery service; or

(4) by e-mail, return receipt requested.

Such notices shall be addressed as follows, or to such different addresses as the parties may from time-to-time designate as set forth in paragraph (c) below:

To LSE Buyer:	At address, electronic mail addresses confirmed through prior communications

To NYSERDA:	NYSERDA Attn: Office of the General Counsel 17 Columbia Circle Albany, New York 12203-6399 Email address: ceslegal@nyserda.ny.gov
With a copy to:	NYSERDA Attn: Large Scale Resources 17 Columbia Circle Albany, New York 12203-6399 Email address: ces@nyserda.ny.gov
To PSC:	PSC Attn: Secretary to the Commission New York Public Service Commission Agency Building 3 Albany, New York 12223-1350 Email address: secretary@dps.ny.gov

(b) Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt of an email acknowledgement of receipt.

(c) The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

ARTICLE 8 MISCELLANEOUS

8.1 Force Majeure . Neither party hereto shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party, including, without limitation, acts of God or the public enemy, expropriation or confiscation of land or facilities, compliance with any law, order or request of any Federal, State, municipal or local governmental authority, acts of war, rebellion or sabotage or damage resulting therefrom, fires, floods, storms, explosions, accidents, riots, or strikes. In the event that such failure or delay occurs, the claiming Party shall notify the other Party of the occurrence thereof as soon as possible, shall use reasonable efforts to resume performance as soon as possible, and shall regularly consult with the other Party during the pendency of the force majeure event. In the event that the force majeure event lasts more than forty-five (45) days, NYSERDA may terminate this Agreement with no further obligation or liability to LSE Buyer other than to transfer to LSE Buyer for purposes of compliance with applicable Program Orders any Program Assets for which LSE Buyer has made payment prior to termination.

8.2 Severability. If any provision of this Agreement shall be declared by any court of competent jurisdiction to be illegal, void or unenforceable, all other provisions of this Agreement shall not be affected and shall remain in full force and effect. If any provision of this Agreement is so broad as to be unenforceable, that provision shall be interpreted to be only so broad as will enable it to be enforced.

8.3 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, and any such right may be exercised from time to time and as often as may be deemed expedient. If any of the terms and conditions hereof are breached and thereafter waived by a Party, such waiver shall be limited to the particular breach so waived and is not deemed to waive any other breach hereunder.

8.4 Forward Contract. Each Party represents and warrants to the other that it is a "forward contract merchant" within the meaning of the United States Bankruptcy Code, that this Agreement is a "forward contract" within the meaning of the United States Bankruptcy Code, and that the remedies identified in this Agreement shall be "contractual rights" as provided for in 11 U.S.C. § 556 as that provision may be amended from time to time.

8.5 Assignment. Except as specifically provided otherwise in this Section 8.5, the assignment, transfer, conveyance, subcontracting or other disposal of this Agreement or any of the LSE Buyer's rights, obligations, interests or responsibilities hereunder, in whole or in part, without the express consent in writing of NYSERDA shall be void and of no effect as to NYSERDA. Such consent shall not be unreasonably withheld. Either Party may, upon written notice, assign its rights and obligations hereunder, or transfer such rights and obligations by operation of law, to any entity with which or into which such Party shall merge or consolidate or to which such Party shall transfer all or substantially all of its assets, provided that such other entity agrees to be bound by the terms hereof and provided further, that such other entity's creditworthiness is comparable to or higher than that of such Party at the time this Agreement was executed and such Party is not relieved of any obligation or liability hereunder as a result of such assignment.

8.6 Entire Agreement; Amendment. This Agreement embodies the entire agreement and understanding between NYSERDA and the LSE Buyer and, excepting any reconciliation process pertaining to Program Assets provided for by prior agreement supersedes all prior agreements and understandings relating to the subject matter hereof, including but not limited to the Legacy Agreements and any other prior agreement between the Parties regarding the purchase and sale of Program Assets. Except as otherwise expressly provided for herein, this Agreement may be amended, modified, changed, waived, discharged or terminated only by an instrument in writing, signed by the party against which enforcement of such amendment, modification, change, waiver, discharge or termination is sought.

8.7 All Legal Provisions Deemed Included. It is the intent and understanding of LSE Buyer and NYSERDA that each and every provision of law required by the laws of the State of New York to be contained in this Agreement shall be contained herein, and if, through mistake, oversight or otherwise, any such provision is not contained herein, or is not contained herein in correct form, this Agreement shall, upon the application of either NYSERDA or the Seller, promptly be amended so as to comply strictly with the laws of the State of New York with respect to the inclusion in this Agreement of all such provisions.

8.8 Governing Law/Venue. This Agreement shall be governed by, and construed in accordance with the laws of the State of New York applicable to contracts executed and to be performed in New York State without regard to its conflicts of laws principles. The parties irrevocably acknowledge and accept that all actions arising under or relating to this Agreement, and the transactions contemplated hereby and thereby shall be brought exclusively in a United States District Court or New York State Court located in Albany, New York having subject matter jurisdiction over such matters, and each of the Parties hereby consents to and accepts such personal jurisdiction of, and waives any objection as to the laying of venue in, such courts for purposes of such action.

8.9 Headings. The Article and Section titles in this Agreement are only for purposes of convenience and do not form a part of this Agreement and will not be taken to qualify, explain or affect any provision thereof.

8.10 No Third Party Beneficiaries. Nothing herein is intended to or should be construed to create any rights of any kind whatsoever in third persons not parties to this Agreement.

8.11 Freedom of Information Law. Seller acknowledges that NYSERDA is subject to and must comply with the requirements of New York's Freedom of Information Law ("FOIL;" see Public Officers' Law Article 6); 21 NYCRR Part 501. The FOIL Law (Public Officers Law § 87(d)(2)) provides an exception to disclosure for records or portions thereof for numerous reasons, including but not limited to protected material that "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." If NYSERDA receives a request from a third party for information or a document received from Seller and which has been marked "Confidential" or "Proprietary," NYSERDA will process such request under the procedures provided by NYSERDA's FOIL regulations (21 NYCRR Part 501).

8.12 Claim of Confidentiality. Information of any tangible form including any document that LSE Buyer wishes to be protected from disclosure to third parties, including this Agreement must be marked "Confidential" or "Proprietary" at the time such information is provided to NYSERDA. Notwithstanding the foregoing, NYSERDA shall be permitted to report to the New York State Department of Public Service through its Records Access Officer seeking confidential treatment as appropriate, as to the amounts received from LSE Buyer with respect to Program Assets as against the total due each month and on LSE Buyer's compliance or non-compliance, generally, with the terms of this Agreement.

8.13 Electronic Execution. LSE Buyer acknowledges, confirms and agrees that any signature (including any electronic symbol or process attached to, or associated with, this Master Load Serving Entity Purchase and Sale Agreement or other record and adopted by LSE Buyer with the intent to sign, authenticate or accept such contract or record hereto or to any other certificate, agreement or document necessary to this transaction shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in

Global and National Commerce Act, the New York State Electronic Signatures and Records Act, and the parties hereby waive any objection to the contrary.

[Signature page follows]

NEW YORK STATE ENERGY RESEARCH
AND DEVELOPMENT AUTHORITY

By:_______________________________________
Name:
Title

LSE BUYER

[NAME]

By:_______________________________________
Name:
Title:

APPENDIX A

Legacy Program Assets

Tier 1 RECs

- **Legacy Agreement**:
  - Tier 1 Renewable Energy Certificate Purchase and Sale Agreement via the Phase 5 Implementation Plan filed on August 30, 2023
- **Program Orders**
  - Order Adopting a Clean Energy Standard (08/01/2016)
  - Order Adopting Modifications to the Clean Energy Standard (10/15/2020)
  - Order Modifying Clean Energy Standard Tier 1 Obligation (04/20/2023)
- **Program Assets**
  - Renewable energy certificates generated by NYGATS representing the environmental attributes associated with electrical energy produced by Tier 1 eligible electric generation sources. Each Tier 1 REC represents the environmental attributes associated with one (1) megawatt-hour of electrical energy.
- **Registration on NYGATS / Approach to Transfer/Retirement**
  - Certificates are registered in NYGATS and transferred in NYGATS by NYSERDA to LSE Buyer.
- **Commencement Date**
  - LSE Buyer's obligations under the load share approach commenced January 2025.
- **Compliance Year**
  - Calendar (January 1 through December 31)
- **Program Asset Class Expiration Date**
  - No fixed date set at this time. NYSERDA's obligations will expire / terminate once all NYSERDA's contracts to acquire Tier 1 RECs have expired or been terminated.
- **Program Asset Compensation Factor**
  - The Program Asset Compensation Factor means a mechanism used by affected LSEs to reduce the monthly obligations and overall reconciliation amounts by accounting for their Tier 1 VDER REC contributions. The Program Asset Compensation Factor will be no less than zero (0).
- **Other Program Asset Agreement (Yes/No)**
  - Yes
- **Voluntary Sales (Yes/No)**
  - Yes

ORECs

- **Legacy Agreement**
  - Offshore Wind Renewable Energy Certificate Purchase and Sale Agreement as approved by the Order Approving Offshore Wind Implementation Plan filed on February 13, 2026
- **Program Orders**
  - Order Establishing Offshore Wind Standard and Framework for Phase 1 Procurement (07/12/2018)
  - Order Approving Offshore Wind Implementation Plan (02/13/2026)
- **Program Assets**
  - Renewable energy certificates generated by NYGATS representing the environmental attributes associated with electrical energy produced by OREC eligible electric generation sources. Each OREC represents the environmental attributes associated with one (1) megawatt-hour of electrical energy.
- **Registration on NYGATS / Approach to Transfer/Retirement**
  - Certificates are registered in NYGATS and transferred in NYGATS by NYSERDA to LSE Buyer.
- **Commencement Date**
  - No fixed commencement date at this time. LSE Buyer's obligations will commence once NYSERDA begins to purchase ORECs.
- **Compliance Year**
  - Calendar (January 1 through December 31)
- **Program Asset Class Expiration Date**
  - No fixed date set at this time. NYSERDA’s obligations will expire / terminate once all NYSERDA’s contracts to acquire ORECs have expired or been terminated.
- **Program Asset Compensation Factor**
  - N/A
- **Other Program Asset Agreement (Yes/No)**
  - No
- **Voluntary Sales (Yes/No)**
  - Yes

Tier 4 RECs

- **Legacy Agreement**
  - Tier 4 Renewable Energy Certificate Purchase and Sale Agreement via the Tier 4 Implementation Plan filed on June 13, 2025

- **Program Orders**
    - Order Adopting Modification to the Clean Energy Standard (10/15/2020)
    - Order Approving Tier 4 Implementation Plan (05/16/2025)
- **Program Assets**
    - Renewable energy certificates generated by NYGATS representing the environmental attributes associated with electrical energy produced by Tier 4 eligible electric generation sources. Each Tier 4 REC represents the environmental attributes associated with one (1) megawatt-hour of electrical energy.
- **Registration on NYGATS / Approach to Transfer/Retirement**
    - Certificates are registered in NYGATS and transferred in NYGATS by NYSERDA to LSE Buyer.
- **Commencement Date**
    - LSE Buyer's obligations commenced January 2026.
- **Compliance Year**
    - Calendar (January 1 through December 31)
- **Program Asset Class Expiration Date**
    - No fixed date set at this time. NYSERDA's obligations will expire / terminate once all NYSERDA's contracts to acquire Tier 4 RECs have expired or been terminated.
- **Program Asset Compensation Factor**
    - N/A
- **Other Program Asset Agreement (Yes/No)**
    - No
- **Voluntary Sales (Yes/No)**
    - Yes

ZECs

- **Legacy Agreement**
    - Zero-Emissions Energy Certificates Procurement Payments Agreement via the Final Zero Emissions Implementation Plan filed on October 21, 2019
- **Program Orders**
    - Order Adopting a Clean Energy Standard (08/01/2016) (the program, as established in 2016 to expire in 2019, "ZEC 1.0")
    - Order Approving Cost Recovery, Standardized Agreements and Backstop Principals (11/17/2016)

- Order Approving Zero-Emissions Credit Implementation Plan with Modifications (09/20/2019)
- Order Extending Zero-Emissions Credit Program (1/22/2026) (the program, as extended in 2026 to commence in 2029, "ZEC 2.0")

- **Program Assets**
  - Zero-emissions certificates generated by NYGATS evidencing ZECs derived from the energy production of megawatt hours by ZECR-eligible electric generation sources. Each ZEC, as reflected in a ZEC Certificate, represents the energy production of one (1) megawatt-hour.
- **Registration on NYGATS /Approach to Transfer/Retirement**
  - Certificates registered on NYGATS, and NYSERDA retires the ZECs on behalf of LSE Buyer and other LSEs.
- **Commencement Date**
  - LSE Buyer's obligations under ZEC 1.0 commenced in 2020. LSE Buyer's obligations under ZEC 2.0 will commence on April 1, 2029.
- **Compliance Year**
  - Fiscal (April – March) until 2029.
  - Stub year from April 2029 to December 2029.
  - Transition to Calendar (January 1 through December 31) in 2030.
- **Program Asset Class Expiration Date**
  - ZEC 1.0: March 31, 2029
  - ZEC 2.0: December 31, 2049
- **Program Asset Compensation Factor**
  - N/A
- **Other Program Asset Agreement (Yes/No)**
  - No
- **Voluntary Sales (Yes/No)**
  - Yes

CDG H-Value RECs

- **Legacy Agreement**
  - CDG H-Value LSE Form Agreement via the CDG H-Value Implementation Plan filed on April 20, 2025
- **Program Orders**

- Order Approving Compensation for Hydroelectric Baseline Generating Facilities (10/17/2024)

- **Program Assets**
  - Renewable energy certificates from eligible baseline hydroelectric facilities that are community distributed generation projects.

- **Registration on NYGATS/Approach to Transfer/Retirement**
  - Certificates are registered in NYGATS, and Investor Owned Utilities retire the CDG H Value RECs on behalf of LSE Buyer and other LSEs. NYSERDA never takes possession of these Certificates.

- **Commencement Date**
  - LSE Buyer's obligations will commence January 2028.

- **Compliance Year**
  - Calendar (January 1 through December 31)

- **Program Asset Class Expiration Date**
  - No fixed date set at this time. NYSERDA's obligations will expire / terminate once all NYSERDA's contracts to acquire CDG H-Value RECs have expired or been terminated.

- **Program Asset Compensation Factor**
  - Program Asset Compensation Factor means a mechanism used by affected LSEs to reduce the monthly obligations and overall reconciliation amounts by accounting for their contracted CDG H-Value quantities. The CDG H-Value Compensation Factor will be no less than zero (0).

- **Other Program Asset Agreement (Yes/No)**
  - Yes

- **Voluntary Sales (Yes/No)**
  - No

Bulk Energy Storage ISCs

- **Legacy Agreement**
  - Bulk Energy Storage (BES) LSE Form Agreement via the Bulk Energy Storage Implementation Plan filed on April 18, 2025.

- **Program Orders**
  - Order Establishing Updated Energy Storage Goal and Development Policy (06/20/2024)
  - Order Approving Bulk Implementation Plan with Modifications (03/21/2025)

- **Program Assets**

  Index Storage Credit (ISC) incentives based upon the Megawatt-hours that a bulk energy storage facility is deemed operational and available for discharge.

- **Registration on NYGATS /Approach to Transfer/Retirement**
    - ISCs are financial instruments tracked separately in NYSERDA's Salesforce application. As such, ISCs are not registered, transferred or retired.
- **Commencement Date**
    - No fixed commencement date at this time. LSE Buyer's obligations will commence once NYSERDA begins to purchase ISCs.
- **Compliance Year**
    - Calendar (January 1 through December 31)
- **Program Asset Class Expiration Date**
    - No fixed date set at this time. NYSERDA's obligations will expire / terminate once all NYSERDA's contracts to acquire ISCs have expired or been terminated.
- **Program Asset Compensation Factor**
    - N/A
- **Other Program Asset Agreement (Yes/No)**
    - No
- **Voluntary Sales (Yes/No)**
    - No

APPENDIX B

Form of Program Asset Supplement

This Program Asset Supplement supplements the terms and conditions of the Master Load Serving Entity Purchase and Sale Agreement, dated as of [_________] (the "Agreement") and is incorporated into the Agreement by reference.

Name of Program Asset Class

- **Program Orders**
- **Program Assets**
- **Registration on NYGATS /Approach to Transfer/Retirement**
- **Commencement Date**
- **Compliance Year**
- **Program Asset Class Expiration Date**
- **Program Asset Compensation Factor**
- **Other Program Asset Agreement (Yes/No)**
- **Voluntary Sales (Yes/No)**

EXHIBIT A

Standard Terms and Conditions for All NYSERDA Agreements

REVISED 1/24

(Based on Standard Clauses for New York State Contracts and Tax Law Section 5-a)

The parties to the Agreement agree to be bound by the following clauses which are hereby made a part of the Agreement to the extent applicable:

1. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is an Agreement for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Agreement shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. If this is a building service Agreement as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second subsequent violation.

2. WAGE AND HOURS PROVISIONS. If this is an agreement for a public work covered by Article 8 of the Labor Law or a building service covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, if this is an agreement for a public work or a building service as covered above, or a covered project as defined in Labor Law section 224-a, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by NYSERDA of any NYSERDA-approved sums due and owing for work done upon the project.

3. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 2878 of the Public Authorities Law, if this Agreement was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to NYSERDA a non-collusive bidding certification on Contractor's behalf.

4. INTERNATIONAL BOYCOTT PROHIBITION. If this Agreement exceeds $5,000, the Contractor agrees, as a material condition of the Agreement, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the Agreement's execution, such Agreement, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify NYSERDA within five (5) business days of such conviction, determination or disposition of appeal. (See and compare Section 220-f of the Labor Law, Section 139-h of the State Finance Law, and 2 NYCRR 105.4).

5. SET-OFF RIGHTS. NYSERDA shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, NYSERDA's option to withhold for the purposes of set-off any moneys due to the Contractor under this Agreement up to any amounts due and owing to NYSERDA with regard to this Agreement, any other Agreement, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to NYSERDA for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

6. PROPRIETARY INFORMATION. Notwithstanding any provisions to the contrary in the Agreement, Contractor and NYSERDA acknowledge and agree that all information, in any format, submitted to NYSERDA shall be subject to and treated in accordance with the NYS Freedom of Information Law ("FOIL," Public Officers Law, Article 6). Pursuant to FOIL, NYSERDA is required to make available to the public, upon request, records or portions thereof which it possesses, unless that information is statutorily exempt from disclosure. Therefore, unless the Agreement specifically requires otherwise, Contractor should submit information to NYSERDA in a non-confidential, non-proprietary format. FOIL does provide that NYSERDA may deny access to records or portions thereof that "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." [See Public Officers Law, § 87(2)(d)]. Accordingly, if the Agreement specifically requires submission of information in a format Contractor considers a proprietary and/or confidential trade secret, Contractor shall fully identify and plainly label the information "confidential" or "proprietary" at the time of disclosure. By so marking such information, Contractor represents that the information has actual or potential specific commercial or competitive value to the competitors of Contractor. Without limitation, information will not be considered confidential or proprietary if it is or has been (i) generally known or available from other sources without obligation concerning its confidentiality; (ii) made available by the owner to others without obligation concerning its confidentiality; or (iii) already available to NYSERDA without obligation concerning its confidentiality. In the event of a FOIL request, it is NYSERDA's policy to consider records as marked above pursuant to the trade secret exemption procedure set forth in 21 New York Codes Rules & Regulations § 501.6 and any other applicable law or regulation. However, NYSERDA cannot guarantee the confidentiality of any information submitted. More information on FOIL, and the relevant statutory law and regulations, can be found at the website for the Committee on Open Government (https://opengovernment.ny.gov) and NYSERDA's Regulations, Part 501 http://www.nyserda.ny.gov/About/New-York-State-Regulations.aspx

7. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. As a condition to NYSERDA's obligation to pay any invoices submitted by Contractor pursuant to this Agreement, Contractor shall provide to NYSERDA its Federal employer identification number or

Federal social security number, or both such numbers when the Contractor has both such numbers. Where the Contractor does not have such number or numbers, the Contractor must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by Contractor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

8. CONFLICTING TERMS. In the event of a conflict between the terms of the Agreement (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit A, the terms of this Exhibit A shall control.

9. GOVERNING LAW. This Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

10. NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily required) without the NYSERDA's written consent, but must, instead, be heard in a court of competent jurisdiction of the State of New York.

11. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law and Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon NYSERDA's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify NYSERDA, in writing, of each and every change of address to which service of process can be made. Service by NYSERDA to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

12. CRIMINAL ACTIVITY. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of any allegation previously unknown to it that the Contractor or any of its principals is under indictment for a felony, or has been, within five (5) years prior to submission of the Contractor's proposal to NYSERDA, convicted of a felony, under the laws of the United States or Territory of the United States, then NYSERDA may exercise its stop work right under this Agreement. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of the fact, previously unknown to it, that Contractor or any of its principals is under such indictment or has been so convicted, then NYSERDA may exercise its right to terminate this Agreement. If the Contractor knowingly withheld information about such an indictment or conviction, NYSERDA may declare the Agreement null and void and may seek legal remedies against the Contractor and its principals. The Contractor or its principals may also be subject to penalties for any violation of law which may apply in the particular circumstances. For a Contractor which is an association, partnership, corporation, or other organization, the provisions of this paragraph apply to any such indictment or conviction of the organization itself or any of its officers, partners, or directors or members of any similar governing body, as applicable.

13. PERMITS. It is the responsibility of the Contractor to acquire and maintain, at its own cost, any and all permits, licenses, easements, waivers and permissions of every nature necessary to

perform the work.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this Agreement will be in accordance with, but not limited to, the specifications and provisions of State Finance Law Section 165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by NYSERDA.

15. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
625 Broadway
Albany, New York 12207
Telephone: 518-292-5200
Fax: 518-292-5884
https://www.esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
625 Broadway
Albany, New York 12207
Telephone: 518-292-5200
Fax: 518-292-5803
https://www.esd.ny.gov

The Omnibus Procurement Act of 1992 requires that by signing this Agreement, Contractors certify that whenever the total amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

16. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

17. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

18. PROCUREMENT LOBBYING. To the extent this Agreement is a “procurement contract” as defined by State Finance Law Sections 139-j and 139-k, by signing this Agreement the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, NYSERDA may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

19. COMPLIANCE WITH TAX LAW SECTION 5-a. The following provisions apply to Contractors that have entered into agreements in an amount exceeding $100,000 for the purchase of goods and services:

a) Before such agreement can take effect, the Contractor must have on file with the New York State Department of Taxation and Finance a Contractor Certification form (ST-220-TD).

b) Prior to entering into such an agreement, the Contractor is required to provide NYSERDA with a completed Contractor Certification to Covered Agency form (Form ST-220-CA).

c) Prior to any renewal period (if applicable) under the agreement, the Contractor is required to provide NYSERDA with a completed Form ST-220-CA.

Certifications referenced in paragraphs (b) and (c) above will be maintained by NYSERDA and made a part hereof and incorporated herein by reference.

NYSERDA reserves the right to terminate this agreement in the event it is found that the certification filed by the Contractor in accordance with Tax Law Section 5-a was false when made.

20. IRANIAN ENERGY SECTOR DIVESTMENT. In accordance with Section 2879-c of the Public Authorities Law, by signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law (See https://ogs.ny.gov/iran-divestment-act-2012).

21. COMPLIANCE WITH NEW YORK STATE DIESEL EMISSION REDUCTION ACT (DERA) OF 2006. Contractor shall comply with and, if applicable to this Agreement, provide proof of compliance with the New York State Diesel Emission Reduction Act of 2006 (“DERA”), Environmental Conservation Law (ECL) Section 19-0323, and the NYS Department of

Environmental Conservation (DEC) Law implementing regulations under 6 NYCRR Part 248, Use of Ultra Low Sulfur Diesel Fuel (ULSD) and Best Available Retrofit Technology ("BART"). Compliance includes, but is not limited to, the development of a heavy-duty diesel vehicle (HDDV), maintaining documentation associated with BART evaluations, submitting to and receiving DEC approval of a technology or useful-life waiver, and maintaining records where BART-applicable vehicles are primarily located or garaged. DEC regulation under 6 NYCRR Part 248, Use of Ultra Low Sulfur Diesel and Best Available Technology for Heavy Duty Vehicles can be found at: https://www.dec.ny.gov/regs/2492.html.

22. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, regardless of whether the original of said contract is in existence.

EXHIBIT B

NYSERDA Prompt Payment Policy Statement

504.1. Purpose and Applicability.

(a) The purpose of this Exhibit is to provide a description of Part 504 of NYSERDA's regulations, which consists of NYSERDA's policy for making payment promptly on amounts properly due and owing by NYSERDA under this Agreement. The section numbers used in this document correspond to the section numbers appearing in Part 504 of the regulations.[4]

(b) This Exhibit applies generally to payments due and owing by the NYSERDA to the Contractor pursuant to this Agreement. However, this Exhibit does not apply to Payments due and owing when NYSERDA is exercising a Set-Off against all or part of the Payment, or if a State or Federal law, rule or regulation specifically requires otherwise.

504.2. Definitions. Capitalized terms not otherwise defined in this Exhibit shall have the same meaning as set forth earlier in this Agreement. In addition to said terms, the following terms shall have the following meanings, unless the context shall indicate another or different meaning or intent:

(a) "Date of Payment" means the date on which NYSERDA requisitions a check from its statutory fiscal agent, the Department of Taxation and Finance, to make a Payment.

(b) "Designated Payment Office" means the Office of NYSERDA's Controller, located at 17 Columbia Circle, Albany, New York 12203.

(c) "Payment" means payment properly due and owing to Contractor pursuant to Article IV of this Agreement.

(d) "Prompt Payment" means a Payment within the time periods applicable pursuant to Sections 504.3 through 504.5 of this Exhibit in order for NYSERDA not to be liable for interest pursuant to Section 504.6.

(e) "Payment Due Date" means the date by which the Date of Payment must occur, in accordance with the provisions of Sections 504.3 through 504.5 of this Exhibit, in order for NYSERDA not to be liable for interest pursuant to Section 504.6.

(f) "Proper Invoice" means a written request for Payment that is submitted by a Contractor setting forth the description, price or cost, and quantity of goods, property or services delivered or rendered, in such form, and supported by such other substantiating documentation, as NYSERDA may reasonably require, including but not limited to any requirements set forth in this Agreement; and addressed to NYSERDA's Controller, marked "Attention: Accounts Payable," at the Designated Payment Office.

[4] This is only a summary; the full text of Part 504 can be accessed at: https://www.nyserda.ny.gov/About/New-York-State-Regulations

(g)

(i) “Receipt of an Invoice” means:

(A) if the Payment is one for which an invoice is required, the later of:

(1) the date on which a Proper Invoice is actually received in the Designated Payment Office during normal business hours; or

(2) the date by which, during normal business hours, NYSERDA has actually received all the purchased goods, property or services covered by a Proper Invoice previously received in the Designated Payment Office.

(B) if the Agreement provides that a Payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice the 30th calendar day, excluding legal holidays, before the date so specified or predetermined.

(ii) For purposes of this subdivision, if the Agreement requires a multifaceted, completed or working system, or delivery of no less than a specified quantity of goods, property or services and only a portion of such systems or less than the required goods, property or services are working, completed or delivered, even though the Contractor has invoiced NYSERDA for the portion working, completed or delivered, NYSERDA will not be in Receipt of an Invoice until the specified minimum amount of the systems, goods, property or services are working, completed or delivered.

(h) “Set-off” means the reduction by NYSERDA of a payment due a Contractor by an amount equal to the amount of an unpaid legally enforceable debt owed by the Contractor to NYSERDA.

504.3. Prompt Payment Schedule. Except as otherwise provided by law or regulation or in Sections 504.4 and 504.5 of this Exhibit, the Date of Payment by NYSERDA of an amount properly due and owing under this Agreement shall be no later than thirty (30) calendar days, excluding legal holidays, after Receipt of a Proper Invoice.

504.4. Payment Procedures.

(a) Unless otherwise specified in this Agreement, a Proper Invoice submitted by the Contractor to the Designated Payment Office shall be required to initiate payment for goods, property or services. As soon as any invoice is received in the Designated Payment Office during normal business hours, such invoice shall be date-stamped. The invoice shall then promptly be reviewed by NYSERDA.

(b) NYSERDA shall notify the Contractor within fifteen (15) calendar days after Receipt of an Invoice of:

(i) any defects in the delivered goods, property or services;

(ii) any defects in the invoice; or

(iii) suspected improprieties of any kind.

(c) The existence of any defects or suspected improprieties shall prevent the commencement of the time period specified in Section 504.3 until any such defects or improprieties are corrected or otherwise resolved.

(d) If NYSERDA fails to notify a Contractor of a defect or impropriety within the fifteen (15) calendar day period specified in subdivision (b) of this section, the sole effect shall be that the number of days allowed for Payment shall be reduced by the number of days between the 15th day and the day that notification was transmitted to the Contractor. If NYSERDA fails to provide reasonable grounds for its contention that a defect or impropriety exists, the sole effect shall be that the Payment Due Date shall be calculated using the original date of Receipt of an Invoice.

(e) In the absence of any defect or suspected impropriety, or upon satisfactory correction or resolution of a defect or suspected impropriety, NYSERDA shall make Payment, consistent with any such correction or resolution and the provisions of this Exhibit.

504.5. Exceptions and Extension of Payment Due Date. NYSERDA has determined that, notwithstanding the provisions of Sections 504.3 and 504.4 of this Exhibit, any of the following facts or circumstances, which may occur concurrently or consecutively, reasonably justify extension of the Payment Due Date:

(a) If this Agreement provides Payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice, if any documentation, supporting data, performance verification, or notice specifically required by this Agreement or other State or Federal mandate has not been submitted to NYSERDA on a timely basis, then the Payment Due Date shall be extended by the number of calendar days from the date by which all such matter was to be submitted to NYSERDA and the date when NYSERDA has actually received such matter.

(b) If an inspection or testing period, performance verification, audit or other review or documentation independent of the Contractor is specifically required by this Agreement or by other State or Federal mandate, whether to be performed by or on behalf of NYSERDA or another entity, or is specifically permitted by this Agreement or by other State or Federal provision and NYSERDA or other entity with the right to do so elects to have such activity or documentation undertaken, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when any such activity or documentation has been completed, NYSERDA has actually received the results of such activity or documentation conducted by another entity, and any deficiencies identified or issues raised as a result of such activity or documentation have been corrected or otherwise resolved.

(c) If an invoice must be examined by a State or Federal agency, or by another party contributing to the funding of the Contract, prior to Payment, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when the State or Federal agency, or other contributing party to the Contract, has completed the inspection, advised NYSERDA of the results of the inspection, and any deficiencies identified or issues raised as a result of such inspection have been corrected or otherwise resolved.

(d) If appropriated funds from which Payment is to be made have not yet been appropriated or, if appropriated, not yet been made available to NYSERDA, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when such funds are made available to NYSERDA.

504.6. Interest Eligibility and Computation. If NYSERDA fails to make Prompt Payment, NYSERDA shall pay interest to the Contractor on the Payment when such interest computed as provided herein is equal to or more than ten dollars ($10.00). Interest shall be computed and accrue at the daily rate in effect on the Date of Payment, as set by the New York State Tax Commission for corporate taxes pursuant to Section 1096(e)(1) of the Tax Law. Interest on such a Payment shall be computed for the period beginning on the day after the Payment Due Date and ending on the Date of Payment.

504.7. Sources of Funds to Pay Interest. Any interest payable by NYSERDA pursuant to Exhibit shall be paid only from the same accounts, funds, or appropriations that are lawfully available to make the related Payment.

504.8. Incorporation of Prompt Payment Policy Statement into Contracts. The provisions of this Exhibit shall apply to all Payments as they become due and owing pursuant to the terms and conditions of this Agreement, notwithstanding that NYSERDA may subsequently amend its Prompt Payment Policy by further rulemaking.

504.9. Notice of Objection. Contractor may object to any action taken by NYSERDA pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid by submitting a written notice of objection to NYSERDA. Such notice shall be signed and dated and concisely and clearly set forth the basis for the objection and be addressed to the Vice President, New York State Energy Research and Development Authority, at the notice address set forth in Article XIX of this Agreement. The Vice President of NYSERDA, or his or her designee, shall review the objection for purposes of affirming or modifying NYSERDA's action. Within fifteen (15) working days of the receipt of the objection, the Vice President, or his or her designee, shall notify the Contractor either that NYSERDA's action is affirmed or that it is modified or that, due to the complexity of the issue, additional time is needed to conduct the review; provided, however, in no event shall the extended review period exceed thirty (30) working days.

504.10. Judicial Review. Any determination made by NYSERDA pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid is subject to judicial review in a proceeding pursuant to Article 78 of the Civil Practice Law and Rules. Such proceedings shall only be commenced upon completion of the review procedure specified in Section 504.9 of this Exhibit or any other review procedure that may be specified in this Agreement or by other law, rule, or regulation.

504.11. Court Action or Other Legal Processes.

(a) Notwithstanding any other law to the contrary, the liability of NYSERDA to make an interest payment to a Contractor pursuant to this Exhibit shall not extend beyond the date of a notice of intention to file a claim, the date of a notice of a claim, or the date commencing a legal action for the payment of such interest, whichever occurs first.

(b) With respect to the court action or other legal processes referred to in subdivision (a) of this section, any interest obligation incurred by NYSERDA after the date specified therein pursuant to any provision of law other than Public Authorities Law Section 2880 shall be determined as prescribed by such separate provision of law, shall be paid as directed by the court, and shall be paid from any source of funds available for that purpose.