**INSTRUCTIONS**

**You must provide two (2) completed original signature pages of the Master SREC Agreement for each of the four (4) EDCs. To complete this item:**

1. **Print and complete each page of this document.**  You will have a total of eight (8) signature pages and for each signature page you will fill in four (4) fields:
   1. **Buyer:** The legal name of the Applicant.
   2. **Name:** The name of the signatory. **This individual must be an officer or other individual empowered to bind the Applicant.**
   3. **Title:** The title of the signatory.
   4. **Date:** The date of the signature.
2. You may, but are not required to, scan the signature pages and upload these through the link provided on the online qualification form. If you choose to do so, please press the “SUBMIT” button after you upload the documents to transmit these to the Auction Manager. The Auction Manager will review your submission and advise you promptly of any deficiencies so that you may remedy these prior to sending hardcopy materials to the Auction Manager.
3. Send the eight (8) hardcopy signed and completed signature pages by **overnight delivery service** to our office at the following address:

**NERA – SREC Auction Manager**

**One Gateway Center, Suite 720**

**Newark, NJ 07102**

**We DO require hardcopies.**

**Note:** Unless you instruct us otherwise, we will use the Representative’s information you provided in the qualification form for the purposes of completing page 5 of the Master SREC Agreement.

The complete text of the Master SREC Agreement is available here:

<http://www.solarrec-auction.com/index.cfm?s=bidderInformation&p=documents>

21) **CHANGE IN LAW**

The Parties recognize and understand that the trading of SRECs is dependent upon state and federal laws, rules, regulations, permits and authorizations existing as of the Effective Date (“Applicable Law”). If, after such Effective Date, (i) the NJ BPU issues an order discontinuing the issuance of SRECs; or (ii) there occurs any material change (including promulgation, enactment, repeal and amendment) in the application of Applicable Law, including any material change by any state or federal governmental authority or the PJM Interconnection, L.L.C. (“PJM”) regarding a Party’s authority to sell or purchase SRECs ((i) and (ii) each being a “Change in Applicable Law”) and such Change in Applicable Law either (a) renders this Master Agreement illegal or unenforceable, (b) would render performance by a Party illegal or unenforceable, (c) eliminates, abolishes or makes illegal the trading or transferring of SRECs, or (d) eliminates, reduces or materially changes the RPS SREC requirement, then promptly after such Change in Applicable Law occurs, the Parties shall engage in good faith negotiations to reform this Master Agreement in order to give effect to the original intention of the Parties.

If, following such good faith negotiations, the Parties are unable to reform this Master Agreement, the affected Party may, at any time following the Change in Applicable Law, terminate this Master Agreement, provided, however, that such termination shall have no impact on any transaction occurring prior to the Change in Applicable Law.

**IN WITNESS WHEREOF**, and intending to be legally bound, the Parties have executed this Master Agreement by their undersigned duly authorized representatives.

|  |  |
| --- | --- |
| **[Buyer]** | **Public Service Electric and Gas Company [Seller]** |
| Signature: | Signature: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |

21) **CHANGE IN LAW**

The Parties recognize and understand that the trading of SRECs is dependent upon state and federal laws, rules, regulations, permits and authorizations existing as of the Effective Date (“Applicable Law”). If, after such Effective Date, (i) the NJ BPU issues an order discontinuing the issuance of SRECs; or (ii) there occurs any material change (including promulgation, enactment, repeal and amendment) in the application of Applicable Law, including any material change by any state or federal governmental authority or the PJM Interconnection, L.L.C. (“PJM”) regarding a Party’s authority to sell or purchase SRECs ((i) and (ii) each being a “Change in Applicable Law”) and such Change in Applicable Law either (a) renders this Master Agreement illegal or unenforceable, (b) would render performance by a Party illegal or unenforceable, (c) eliminates, abolishes or makes illegal the trading or transferring of SRECs, or (d) eliminates, reduces or materially changes the RPS SREC requirement, then promptly after such Change in Applicable Law occurs, the Parties shall engage in good faith negotiations to reform this Master Agreement in order to give effect to the original intention of the Parties.

If, following such good faith negotiations, the Parties are unable to reform this Master Agreement, the affected Party may, at any time following the Change in Applicable Law, terminate this Master Agreement, provided, however, that such termination shall have no impact on any transaction occurring prior to the Change in Applicable Law.

**IN WITNESS WHEREOF**, and intending to be legally bound, the Parties have executed this Master Agreement by their undersigned duly authorized representatives.

|  |  |
| --- | --- |
| **[Buyer]** | **Public Service Electric and Gas Company [Seller]** |
| Signature: | Signature: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |

21) **CHANGE IN LAW**

The Parties recognize and understand that the trading of SRECs is dependent upon state and federal laws, rules, regulations, permits and authorizations existing as of the Effective Date (“Applicable Law”). If, after such Effective Date, (i) the NJ BPU issues an order discontinuing the issuance of SRECs; or (ii) there occurs any material change (including promulgation, enactment, repeal and amendment) in the application of Applicable Law, including any material change by any state or federal governmental authority or the PJM Interconnection, L.L.C. (“PJM”) regarding a Party’s authority to sell or purchase SRECs ((i) and (ii) each being a “Change in Applicable Law”) and such Change in Applicable Law either (a) renders this Master Agreement illegal or unenforceable, (b) would render performance by a Party illegal or unenforceable, (c) eliminates, abolishes or makes illegal the trading or transferring of SRECs, or (d) eliminates, reduces or materially changes the RPS SREC requirement, then promptly after such Change in Applicable Law occurs, the Parties shall engage in good faith negotiations to reform this Master Agreement in order to give effect to the original intention of the Parties.

If, following such good faith negotiations, the Parties are unable to reform this Master Agreement, the affected Party may, at any time following the Change in Applicable Law, terminate this Master Agreement, provided, however, that such termination shall have no impact on any transaction occurring prior to the Change in Applicable Law.

**IN WITNESS WHEREOF**, and intending to be legally bound, the Parties have executed this Master Agreement by their undersigned duly authorized representatives.

|  |  |
| --- | --- |
| **[Buyer]** | **Jersey Central Power & Light Company [Seller]** |
| Signature: | Signature: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |

21) **CHANGE IN LAW**

The Parties recognize and understand that the trading of SRECs is dependent upon state and federal laws, rules, regulations, permits and authorizations existing as of the Effective Date (“Applicable Law”). If, after such Effective Date, (i) the NJ BPU issues an order discontinuing the issuance of SRECs; or (ii) there occurs any material change (including promulgation, enactment, repeal and amendment) in the application of Applicable Law, including any material change by any state or federal governmental authority or the PJM Interconnection, L.L.C. (“PJM”) regarding a Party’s authority to sell or purchase SRECs ((i) and (ii) each being a “Change in Applicable Law”) and such Change in Applicable Law either (a) renders this Master Agreement illegal or unenforceable, (b) would render performance by a Party illegal or unenforceable, (c) eliminates, abolishes or makes illegal the trading or transferring of SRECs, or (d) eliminates, reduces or materially changes the RPS SREC requirement, then promptly after such Change in Applicable Law occurs, the Parties shall engage in good faith negotiations to reform this Master Agreement in order to give effect to the original intention of the Parties.

If, following such good faith negotiations, the Parties are unable to reform this Master Agreement, the affected Party may, at any time following the Change in Applicable Law, terminate this Master Agreement, provided, however, that such termination shall have no impact on any transaction occurring prior to the Change in Applicable Law.

**IN WITNESS WHEREOF**, and intending to be legally bound, the Parties have executed this Master Agreement by their undersigned duly authorized representatives.

|  |  |
| --- | --- |
| **[Buyer]** | **Jersey Central Power & Light Company [Seller]** |
| Signature: | Signature: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |

21) **CHANGE IN LAW**

The Parties recognize and understand that the trading of SRECs is dependent upon state and federal laws, rules, regulations, permits and authorizations existing as of the Effective Date (“Applicable Law”). If, after such Effective Date, (i) the NJ BPU issues an order discontinuing the issuance of SRECs; or (ii) there occurs any material change (including promulgation, enactment, repeal and amendment) in the application of Applicable Law, including any material change by any state or federal governmental authority or the PJM Interconnection, L.L.C. (“PJM”) regarding a Party’s authority to sell or purchase SRECs ((i) and (ii) each being a “Change in Applicable Law”) and such Change in Applicable Law either (a) renders this Master Agreement illegal or unenforceable, (b) would render performance by a Party illegal or unenforceable, (c) eliminates, abolishes or makes illegal the trading or transferring of SRECs, or (d) eliminates, reduces or materially changes the RPS SREC requirement, then promptly after such Change in Applicable Law occurs, the Parties shall engage in good faith negotiations to reform this Master Agreement in order to give effect to the original intention of the Parties.

If, following such good faith negotiations, the Parties are unable to reform this Master Agreement, the affected Party may, at any time following the Change in Applicable Law, terminate this Master Agreement, provided, however, that such termination shall have no impact on any transaction occurring prior to the Change in Applicable Law.

**IN WITNESS WHEREOF**, and intending to be legally bound, the Parties have executed this Master Agreement by their undersigned duly authorized representatives.

|  |  |
| --- | --- |
| **[Buyer]** | **Atlantic City Electric Company [Seller]** |
| Signature: | Signature: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |

21) **CHANGE IN LAW**

The Parties recognize and understand that the trading of SRECs is dependent upon state and federal laws, rules, regulations, permits and authorizations existing as of the Effective Date (“Applicable Law”). If, after such Effective Date, (i) the NJ BPU issues an order discontinuing the issuance of SRECs; or (ii) there occurs any material change (including promulgation, enactment, repeal and amendment) in the application of Applicable Law, including any material change by any state or federal governmental authority or the PJM Interconnection, L.L.C. (“PJM”) regarding a Party’s authority to sell or purchase SRECs ((i) and (ii) each being a “Change in Applicable Law”) and such Change in Applicable Law either (a) renders this Master Agreement illegal or unenforceable, (b) would render performance by a Party illegal or unenforceable, (c) eliminates, abolishes or makes illegal the trading or transferring of SRECs, or (d) eliminates, reduces or materially changes the RPS SREC requirement, then promptly after such Change in Applicable Law occurs, the Parties shall engage in good faith negotiations to reform this Master Agreement in order to give effect to the original intention of the Parties.

If, following such good faith negotiations, the Parties are unable to reform this Master Agreement, the affected Party may, at any time following the Change in Applicable Law, terminate this Master Agreement, provided, however, that such termination shall have no impact on any transaction occurring prior to the Change in Applicable Law.

**IN WITNESS WHEREOF**, and intending to be legally bound, the Parties have executed this Master Agreement by their undersigned duly authorized representatives.

|  |  |
| --- | --- |
| **[Buyer]** | **Atlantic City Electric Company [Seller]** |
| Signature: | Signature: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |

21) **CHANGE IN LAW**

The Parties recognize and understand that the trading of SRECs is dependent upon state and federal laws, rules, regulations, permits and authorizations existing as of the Effective Date (“Applicable Law”). If, after such Effective Date, (i) the NJ BPU issues an order discontinuing the issuance of SRECs; or (ii) there occurs any material change (including promulgation, enactment, repeal and amendment) in the application of Applicable Law, including any material change by any state or federal governmental authority or the PJM Interconnection, L.L.C. (“PJM”) regarding a Party’s authority to sell or purchase SRECs ((i) and (ii) each being a “Change in Applicable Law”) and such Change in Applicable Law either (a) renders this Master Agreement illegal or unenforceable, (b) would render performance by a Party illegal or unenforceable, (c) eliminates, abolishes or makes illegal the trading or transferring of SRECs, or (d) eliminates, reduces or materially changes the RPS SREC requirement, then promptly after such Change in Applicable Law occurs, the Parties shall engage in good faith negotiations to reform this Master Agreement in order to give effect to the original intention of the Parties.

If, following such good faith negotiations, the Parties are unable to reform this Master Agreement, the affected Party may, at any time following the Change in Applicable Law, terminate this Master Agreement, provided, however, that such termination shall have no impact on any transaction occurring prior to the Change in Applicable Law.

**IN WITNESS WHEREOF**, and intending to be legally bound, the Parties have executed this Master Agreement by their undersigned duly authorized representatives.

|  |  |
| --- | --- |
| **[Buyer]** | **Rockland Electric Company [Seller]** |
| Signature: | Signature: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |

21) **CHANGE IN LAW**

The Parties recognize and understand that the trading of SRECs is dependent upon state and federal laws, rules, regulations, permits and authorizations existing as of the Effective Date (“Applicable Law”). If, after such Effective Date, (i) the NJ BPU issues an order discontinuing the issuance of SRECs; or (ii) there occurs any material change (including promulgation, enactment, repeal and amendment) in the application of Applicable Law, including any material change by any state or federal governmental authority or the PJM Interconnection, L.L.C. (“PJM”) regarding a Party’s authority to sell or purchase SRECs ((i) and (ii) each being a “Change in Applicable Law”) and such Change in Applicable Law either (a) renders this Master Agreement illegal or unenforceable, (b) would render performance by a Party illegal or unenforceable, (c) eliminates, abolishes or makes illegal the trading or transferring of SRECs, or (d) eliminates, reduces or materially changes the RPS SREC requirement, then promptly after such Change in Applicable Law occurs, the Parties shall engage in good faith negotiations to reform this Master Agreement in order to give effect to the original intention of the Parties.

If, following such good faith negotiations, the Parties are unable to reform this Master Agreement, the affected Party may, at any time following the Change in Applicable Law, terminate this Master Agreement, provided, however, that such termination shall have no impact on any transaction occurring prior to the Change in Applicable Law.

**IN WITNESS WHEREOF**, and intending to be legally bound, the Parties have executed this Master Agreement by their undersigned duly authorized representatives.

|  |  |
| --- | --- |
| **[Buyer]** | **Rockland Electric Company [Seller]** |
| Signature: | Signature: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |