**ATTESTATION, AGREEMENT AND WARRANTY OF SELLER TO BUYER**

In accordance with the terms and conditions of the Maryland Compliance Renewable Energy Credit Tier 1 Future Contract (“MDE”) and Part N of the ICE Clear Europe Delivery Procedures,   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (“Seller”) is obligated to deliver \_\_\_\_\_\_ [quantity]  Maryland Tier 1 Renewable Energy Credits as defined in relevant ICE Futures U.S. product specifications (“Maryland Tier 1 RECs”) to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Buyer”) against the \_\_\_\_\_\_\_\_\_\_ [contract month] MDE.  In discharging this obligation, Seller is delivering \_\_\_\_\_\_\_ [quantity] black liquor renewable energy credits previously bought and sold pursuant to a commercial contract (“Contract”) (“BL RECs”), and makes the attestations, representations and warranties set out below related to the Tier 1 eligibility of such BL RECs under the Maryland Renewable Energy Portfolio Standards (“RPS”).

Seller hereby attests, agrees, and warrants that:

1. I am submitting with this Attestation a true and correct copy of the Contract(s) pursuant to which the BL RECs I am delivering to Buyer were previously created, bought and/or sold.
2. Either I (i) am a party to the Contract and entered it prior to June 1, 2021 with the intention that BL RECs would thereafter be created and/or delivered to me for resale, or (ii)\_performed reasonable due diligence with respect to the Contract to confirm its authenticity and can confirm that the parties thereto entered it prior to June 1, 2021 with the intention that BL RECs would thereafter be created and/or delivered.
3. I acknowledge my understanding that the Buyer, ICE Futures U.S. and ICE Clear Europe (together, “ICE”) may rely on this Attestation, and that it may be presented by one or more of them to government agencies, including the Public Service Commission of Maryland (“PSC”) and the Commodity Futures Trading Commission (“CFTC”).

1. Upon request by the Buyer or ICE, I shall provide such additional documentation and information as may be required by the Buyer to corroborate that the BL RECs are eligible Maryland Tier 1 RECs and retire them as such, including documentation and information reasonably requested by the PSC, ICE or the Buyer’s future counterparties;

1. In the event that the PSC does not accept the BL RECs as eligible Maryland Tier 1 RECs or such BL RECs cannot otherwise be legally retired by the Buyer because they were created and/or sold pursuant to the terms of the Contract, I shall replace any ineligible BL REC with an eligible Maryland Tier 1 REC as soon as commercially practicable. If the Seller is unable or unwilling to promptly replace such ineligible BL RECs, Seller shall compensate Buyer for the reasonable costs of replacing such BL RECs, or be liable to Buyer for damages, including punitive and consequential damages;

1. I acknowledge that I have had an opportunity to review this Attestation, Agreement and Warranty with legal counsel, and that in executing this document I am not relying on legal advice provided to me by ICE; and

1. I agree to arbitrate any disputes or claims arising from my delivery of BL RECs in accordance with the procedures set forth in Chapter 20 of ICE Futures U.S.’s Rulebook.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_SELLER

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ACCOMPANYING ACKNOWLEDGEMENT AND AGREEMENT OF SELLER’S CLEARING MEMBER**

The undersigned acknowledges and agrees that it is jointly and severally liable with the Seller for damages arising from a breach of the Seller’s contractual obligations referenced above, including any damages suffered by the Buyer or ICE due to breaches of the Attestation, Agreement and Warranty by the Seller, unless the Clearing Member delivers a requisite number of legally eligible Maryland Tier 1 RECs to Buyer as replacement(s) for any BL REC delivered by the Seller to the Buyer that may be deemed by the PSC to be ineligible as a Maryland Tier 1 REC, or that Buyer is otherwise unable to lawfully retire, due to their being created, bought and/or sold pursuant to the Contract, The undersigned Clearing Member further agrees to arbitrate any disputes or claims arising from the delivery of BL RECs in accordance with the procedures set forth in Chapter 20 of ICE Futures U.S.’s Rulebook.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_SELLER’S CLEARING MEMBER

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_