

Seller's Guarantor as set forth in the Guaranty Agreement.

"Unsecured Credit Limit" shall have the meaning ascribed to it in Section 12.3 (Unsecured Credit).

ARTICLE 2

TERMS AND CONDITIONS OF ALTERNATIVE ENERGY CREDITS

- 2.1 Seller's Obligation To Provide AECs. With respect to a Transaction, Seller shall provide AECs on a monthly basis such that the Specified Amount is supplied during the Delivery Period as set forth in the Transaction Confirmation.
- 2.2 Buyer's Obligation to Take AECs. With respect to a Transaction, Buyer shall accept AECs as provided by Seller pursuant to Section 2.1 (Seller's Obligation to Provide AECs), and shall pay Seller the Monthly Settlement Amounts for such AECs on the applicable Monthly Settlement Date in accordance with Section 5.3 (Payments of the Invoice).
- 2.3 Alternative Energy Portfolio Standards Obligation.
- (a) Seller shall enable the Buyer to comply with the Alternative Energy Portfolio Standards, including regulations adopted thereunder, (together the AEPS Obligation) and shall provide AECs in the Specified Amount to Buyer so that Buyer can fulfill Buyer's AEPS Obligation as set forth in the AEPS Act and PUC rules and Orders that may be promulgated to implement the AEPS Act.
 - (b) Seller and Buyer shall work together to establish the proper accounts within the GATS. Seller shall be a GATS Subscriber and is responsible for paying its annual subscription fee. Seller shall transfer AECs into the Buyer's GATS account(s) in the amount necessary to fulfill Seller's AEPS Obligation under this Agreement. Seller shall be responsible for paying the volumetric fees associated with LSE GATS fee requirements.
 - (c) Within ~~10~~40 days after the end of each calendar month during the Delivery Period the Seller shall transfer AECs into the Buyer's GATS account(s) in an amount commensurate with Specified Amount provided by the Seller during said calendar month.
 - (d) At the conclusion of the Delivery Period, Seller shall complete its transfer of any AECs, not transferred in accordance with subsection (c) of this Section 2.3, into the Buyer's GATS account(s) in the amount necessary to fulfill the Seller's outstanding Specified Amount under this Agreement no later than ~~20~~50 calendar days following the completion of the Delivery Period.