

**PURCHASE AND SALE AGREEMENT FOR RENEWABLE ENERGY CREDITS  
TRANSACTION CONFIRMATION**

CONFIRMATION DATE: [Date]

TO: The University of Notre Dame du Lac

This Confirmation confirms the terms of the agreement made between The University of Notre Dame du Lac (“**Buyer**”) and Indiana Michigan Power Company (“**Seller**”) as of the Effective Date (the “**Transaction**”). Seller and Buyer are each referred to as a “**Party**” and, collectively, as the “**Parties**.” This Confirmation, including the attached General Terms and Conditions and Annex A, shall constitute the entire agreement (“**Agreement**”) between the Parties related to the subject matter hereof and supersedes and replaces any prior oral or written confirmation, including broker confirmations, regarding this Transaction.

Subject to any Governmental Approval, the terms of the Transaction to which this Confirmation relates are as follows:

Trade Date:	[INSERT]
Seller:	Indiana Michigan Power Company
Buyer:	The University of Notre Dame du Lac
Product:	Solar Renewable Energy Credits (“ <b>RECs</b> ”) generated from the Designated System.
Designated System:	Seller’s ground mounted, inverter-based solar photovoltaic generation facility system located in South Bend, Indiana, St. Joseph County as identified similarly through its registration at PJM EIS GATS and that has an expected total system size of 20MW AC (the “Designated System” or the “South Bend Project”).
Vintage:	Compliance Years 2021 – 2050 (or such applicable compliance years to cover 30 years from completion of the project)

**EXHIBIT A**  
**FORM OF SREC AGREEMENT**

Contract Quantity:	<p>40% of the total RECs generated by the Unit during each Compliance Year beginning in 2021 through 2050, on a Unit Contingent basis.</p> <p><b>“Designated System Contingent”</b> means Seller’s obligation to Deliver the RECs may be excused only on account of the failure of the Designated System to generate such RECs during the applicable Compliance Year, despite Seller’s diligent, commercial reasonable efforts if the Designated System is unavailable as a result of, or related to, (i) planned outages scheduled, noticed and permitted by this Agreement, (ii) forced outages, (iii) to the extent caused by, arising from or related to an event of force majeure, or (iv) any failure or derating of Designated System equipment which is not caused by failure to operate the Designated System in accordance with prudent industry practice or by the negligent acts or omissions of Seller or its contractors or agents (an <b>“Equipment Failure”</b>); provided, however, that Seller shall use commercially reasonable efforts, consistent with prudent industry practice, to mitigate the effects of such Equipment Failure by repairing or replacing such Facility equipment within a reasonable period following such Equipment Failure. In any of such events, Seller shall not be liable to Buyer for any damages. For the avoidance of doubt, economic shutdown is not an excused event.</p>
Contract Price:	<p>The average of the New Jersey Class 1 REC price during the Compliance Year in which the RECs were produced, plus a twenty percent (20%) administrative fee for such RECs effectively Transferred by Seller. If the REC product index price referenced above is no longer available or the state of Indiana adopts a Renewable Portfolio Standard that includes solar, wind, hydro, and other renewables, the Seller and Buyer will mutually agree on a market based REC price index as a replacement for establishing a corresponding rate.</p>
Delivery and Transfer:	<p>Seller shall effect Transfer and Delivery of the RECs through Seller’s retirement of RECs on behalf of Buyer on an annual basis in the year following the Compliance Year but no later than June 15<sup>th</sup> following the Compliance Year.</p>
Tracking System:	<p>PJM EIS GATS</p>

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Payment:	POST-TRANSFER. Within three (3) Business Days of the later of (a) the date the Buyer receives written, facsimile or electronic notification from Seller to Buyer that Transfer of the RECs have been confirmed from Seller to Buyer, as indicated on the PJM EIS GATS and (b) the date Buyer receives an invoice from Seller reflecting the total amount due Seller for such RECs at the Contract Price, then Buyer shall pay for such RECs in full.
Section 24: Financial Responsibility	<input checked="" type="checkbox"/> Financial Responsibility applicable. If not checked, inapplicable.
Seller's Account Information for Payments:	Bank Name: ABA # Account # Account Name:
Buyer's Tracking System Account Information:	Account Name: Account Administrator:
Seller's Contact Information:	Non-Invoice: [INSERT]  Invoice: [INSERT]
Buyer's Contact Information:	Non-Invoice: [INSERT] [INSERT] [INSERT] Attn: Contract Administration Phone: [INSERT] Email: [Emissions_Contract_Admin@aep.com]  Invoice: [INSERT] [INSERT] [INSERT] Attn: Settlements Phone: [INSERT] Email: [INSERT]

Capitalized terms used but not defined herein shall have the meaning given to them in the attached General Terms and Conditions and Annex A.

This Confirmation memorializes a verbal agreement between the Parties by reference part of and subject to the terms and conditions of the attached General Terms and Conditions and Annex A.

**EXHIBIT A  
FORM OF SREC AGREEMENT**

**INDIANA MICHIGAN POWER  
COMPANY**

**THE UNIVERSITY OF NOTRE DAME  
du Lac**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**PURCHASE AND SALE AGREEMENT FOR RENEWABLE ENERGY CREDITS**  
**GENERAL TERMS AND CONDITIONS**

**1. DEFINITIONS**

1.1 **Definitions.** In addition to any other terms defined in the Confirmation or these General Terms and Conditions, the following terms shall have the meaning ascribed to them as set forth below:

**“Business Day”** means a day on which Federal Reserve member banks in New York City, New York are open for business. A Business Day shall begin at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time (“EPT”).

**“Compliance Year”** or **“CY”** means: the calendar year in which the RECs are generated (for example Compliance Year 2019 is associated with generation from January 1 – December 31, 2019).

**“Confidential Information”** means all oral and written information exchanged between the Parties relative to the subject matter of this Agreement, including but not limited to the price, and all other material terms hereof. Notwithstanding the foregoing, the following shall not constitute Confidential Information for purposes of this Agreement: (i) information that is or becomes generally available to the public other than as a result of a disclosure by either Party in violation of this Agreement; (ii) information that was already known by either Party on a non-confidential basis prior to the execution of this Agreement; (iii) information which is obtained from a third person who, insofar as is known to the Party, is not prohibited from transmitting the information to the Party by a contractual, legal or fiduciary obligation to the other Party; (iv) information a Party is required to disclose in connection with obtaining any Government Approval; and (v) if applicable, information provided on the Attestation forms provided from Seller to Buyer.

**“Costs”** means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar third party transaction costs and expenses reasonably incurred by such Party either in terminating any arrangement pursuant to which it has hedged its obligations or entering into new arrangements which replace this Agreement (or Tranche Transaction), and all reasonable attorneys’ fees and expenses incurred by the Non-Defaulting in connection with the termination of this Agreement or a Tranche Termination.

**“Effective Date”** means the date on which the Parties execute this Agreement.

**“Governmental Approvals”** means any approval required by a Governmental Authority.

**“Governmental Authority”** means any federal, state, county, municipal, or local government or any political subdivision thereof, or any other governmental, quasi-governmental, executive, legislative, administrative, regulatory, judicial, public, or statutory department, body, instrumentality, agency, ministry, court, commission, bureau, board, or other governmental

authority or regional transmission organization having jurisdiction over all or any portion of the this Agreement or a Party (in connection with this Agreement).

“**MWh**” means Megawatt-hour.

1.2 Definitions applicable to PJM GATS REC Transfers.

“**Certificate**” means an electronic record produced by the PJM GATS that identifies the relevant generation attributes of each MWh accounted for in the PJM GATS.

“**PJM**” means PJM Interconnection, L.L.C.

“**PJM EIS GATS**” means the Generation Attribute Tracking System used by PJM to account for the generation attributes of facilities.

“**RECs**” or “**Renewable Energy Credits**” means Certificates, but does not include the energy associated with such RECs.

“**Transfer**” means when PJM EIS GATS posts the recordation of the transfer of RECs from Seller’s PJM EIS GATS account to the PJM EIS GATS account of the Buyer, or when PJM GATS posts or confirms the recordation of the retirement of RECs by Seller on behalf of Buyer.

**2. PAYMENT, TRANSFER, AND TITLE**

2.1 Payment. The Contract Price shall be paid in accordance with the method identified in the Confirmation. All funds to be paid directly to Seller under this Agreement shall be rendered in the form of immediately available funds (United States dollars) by wire transfer to, or in such other form as reasonably requested by Seller.

2.2 Transfer. Seller shall effect Transfer and Delivery of the Contract Quantity to Buyer in accordance with the method identified in the Confirmation, whereupon title to and interest in such RECs shall transfer to Buyer. Upon notice by the applicable tracking system that any Delivery contemplated by this Agreement will not be recorded, the Parties shall promptly confer and shall cooperate in taking all reasonable actions necessary to cure any defects in the proper Transfer, so that the Transfer can be recorded.

2.3 Taxes. Each Party shall pay any taxes or other fees that are associated with its respective purchase or sale of the RECs as described herein.

2.4 Term. This Agreement shall be effective on and as of the Effective Date and shall terminate upon satisfaction by Buyer and Seller of their respective obligations pursuant to this Agreement. Notwithstanding the foregoing or anything to the contrary herein, in the event this Agreement, or the referenced South Bend Project, fails to obtain all necessary Governmental Approvals, this Agreement shall be terminated and neither Party shall have any obligations or liability to the other hereunder.

### 3. WARRANTIES OF SELLER

Seller hereby warrants to Buyer that, at the time of the execution of this Agreement and subsequently upon the Delivery of the RECs: (i) Seller will convey good title to the RECs to Buyer free and clear of any liens or other encumbrances or title defects, and (ii) Seller has not otherwise sold to any other person or entity, retired for its own benefit, or represented as a part of any energy sale for the RECs to Transfer to Buyer. Seller further warrants that at the time of the execution of this Agreement and upon Delivery of the RECs hereunder, the RECs comply with the technical specifications and relevant codes, laws, and regulations as set forth in the Confirmation. THE FOREGOING WARRANTY IS EXCLUSIVE, AND SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE RECS TO TRANSFER TO BUYER HEREUNDER, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER. This Section 3 shall survive the expiration or termination of this Agreement.

### 4. MUTUAL REPRESENTATIONS AND WARRANTIES

Each Party hereby warrants that the person signing this Agreement on behalf of such Party is legally authorized to obligate the Party. Each Party further represents and warrants that it has and will maintain all legal and regulatory authorizations necessary to perform its obligations under this Agreement. Each Party hereby warrants that there is no pending or threatened litigation, arbitration, or administrative proceeding that materially adversely affects such Party's ability to perform its obligations under this Agreement.

### 5. LIMITATION OF LIABILITY

5.1 No Indirect Damages. FOR BREACH OF ANY PROVISION OF THIS AGREEMENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY AS DETERMINED IN ACCORDANCE WITH SECTIONS 7 AND 8, AND SUCH DIRECT, ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY HEREUNDER, AND ALL OTHER REMEDIES OR DAMAGES ARE WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, IN TORT, CONTRACT OR OTHERWISE.

5.2 Survival. This Section 5 shall survive the expiration or termination of this Agreement.

### 6. EVENTS OF DEFAULT

A Party is in default hereunder if that Party (the "**Defaulting Party**") does any of the following (each an "**Event of Default**"):

- (i) the failure by a Party to make, when due, any payment required under this Agreement if such failure is not remedied within three (3) Business Days after written notice of such failure is given to such Party; or

- (ii) any representation or warranty made by a Party in this Agreement shall prove to have been false or misleading in any material respect when made; or
- (iii) the failure by a Party to perform any covenant or agreement set forth in this Agreement (other than its obligations to make any payment or obligations which are otherwise specifically covered as a separate Event of Default), and such failure is not cured within ten (10) Business Days after written notice thereof to such Party; or
- (iv) if a Party shall:
  - (a) make an assignment or any general arrangement for the benefit of creditors,
  - (b) file a petition or otherwise commence, authorize or acquiesce in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors, or have such petition filed against it,
  - (c) otherwise become bankrupt or insolvent (however evidenced), or
  - (d) be unable to pay its debts as they fall due; or
- (v) the guaranty of a Party's guarantor, if any, shall expire or be terminated or shall cease to guarantee the obligations of such party hereunder, or such guarantor shall become subject to any of the events specified in Section 6(iv) above; or
- (vi) the failure by a Party to provide Performance Assurance pursuant to Section 24.2, if applicable.

## 7. REMEDIES UPON DEFAULT

If an Event of Default occurs with respect to a Party at any time during the term of this Agreement, and subject to the cure period identified in Section 6, the other Party (the "**Notifying Party**") may (a) upon two (2) Business Days' written notice to the Defaulting Party terminate this Agreement, (b) upon two (2) Business Days' written notice to the Defaulting Party withhold any payments due in respect of this Agreement to the extent of its damages pursuant to Section 5 of this Agreement, and (c) exercise such other remedies as may be available at law or in equity or as otherwise provided in this Agreement; provided, upon the occurrence of any Event of Default listed in Section 6(iv) above as it may apply to any Party, this Agreement shall automatically terminate, without notice, immediately upon such event.

## 8. BUYER'S AND SELLER'S LIABILITY

8.1 Buyer's Liability. In the event Buyer causes or suffers an Event of Default and Seller elects to terminate this Agreement, then Buyer shall pay Seller termination damages equal to the sum of (a) the price for any RECs delivered to Buyer for which Seller has not been paid, if any, plus (b) the excess, if any, of (i) the aggregate price for all remaining RECs to be delivered during the compliance period of this Agreement at a fixed price of \$10/Mwh over (ii) the aggregate amount for which Seller is forecasted to be able to sell the remaining RECs to be delivered during the compliance period of this Agreement. The forecasted market price for future RECs as of the date of termination are to be determined based upon the average of forecasted



prices for PJM Class 1 RECs quoted by three independent third party brokerage services selected by Seller and reasonably acceptable to Buyer plus (c) reasonable Seller's Costs.

8.2 Seller's Liability. In the event Seller causes or suffers an Event of Default and Buyer elects to terminate this Agreement, then Seller shall pay Buyer termination damages in an amount equal to (i) the price for any REC's produced but not delivered to Buyer prior to the date termination at the Contract Price; plus (ii) the forecasted amount of REC's to be delivered in the period twelve (12) after the termination date at a fixed price of \$10/Mwh, plus (iii) reasonable Buyer's costs.

8.3 No Penalty. Both Parties hereby stipulate that the payment obligations set forth above are reasonable in light of the anticipated harm and the difficulty of estimation or calculation of actual damages, and each Party hereby waives the right to contest such payments as an unreasonable penalty.

## 9. PAST DUE PAYMENTS

All overdue payments shall bear interest from, and including, the specified due date to, but excluding, the date of payment at a rate equal to the lesser of two percent (2%) over the "**Prime Rate**", which shall be the per annum rate of interest equal to the prime lending rate as may from time to time be published in *The Wall Street Journal* under "**Money Rates**" or the maximum rates allowed by law; provided, the interest rate shall never exceed the maximum lawful rate permitted by applicable law.

## 10. ASSIGNMENT

This Agreement is not assignable by either Party, except as provided herein, without the prior written approval of the non-assigning Party, which consent shall not be unreasonably withheld or delayed. Any assignment without the written approval of the non-assigning Party, except as provided herein, is voidable by the non-assigning Party.

## 11. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

Except as provided in this Section, neither Party shall publish, disclose, or otherwise divulge the Confidential Information to any person, at any time during or after the term of this Agreement, without the other Party's prior express written consent. Each Party shall permit knowledge of and access to the Confidential Information only to those of its corporate affiliates, attorneys, accountants, representatives, principals, officers, directors, agents, and employees who have a need to know related to this Agreement.

If required by any law, statute, ordinance, decision, order, or regulation passed, adopted, issued or promulgated by a court, any governmental agency or authority having jurisdiction over a Party, such Party may release the Confidential Information, or a portion thereof, to such court, governmental agency or authority, as required by law, statute, ordinance, decision, order or regulation or action and a Party may disclose Confidential Information to accountants in connection with audits, provided that such Party has used its reasonable efforts to cause that

court, governmental agency or authority or accountants to treat such information in a confidential manner and to prevent such information from being disclosed or otherwise becoming part of the public domain.

In performing their obligations under this Agreement, the Parties shall employ procedures established to prevent unauthorized disclosure or use of the Confidential Information. Such procedures shall be no less restrictive than the procedures used by each Party to protect its own confidential data.

This Section shall survive for a period of one (1) year following the expiration or termination of this Agreement.

## **12. NO AMENDMENT**

This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both of the Parties to this Agreement or their successors in interest.

## **13. SEVERABILITY**

If any article, phrase, provision or portion of this Agreement is, for any reason, held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such article, phrase, provision, or portion so adjudged will be deemed separate, distinct and independent and the remainder of this Agreement will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided the basic purposes of this Agreement and the benefits to the Parties are not substantially impaired.

## **14. COUNTERPARTS**

This Agreement may be executed in several counterparts, including facsimile, each of which is an original and all of which constitute one and the same instrument.

## **15. 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 herein are breached and thereafter waived by a Party, such waiver is limited to the particular breach so waived and is not deemed to waive any other breach hereunder.

## **16. GOVERNING LAW**

This Agreement is governed by and construed in accordance with the laws of the State of Indiana. The Parties agree that, to the maximum extent possible under applicable law, no provision of Article 2 of the Uniform Commercial Code (as in effect from time to time in the

State of Indiana), that is inconsistent with any provision of this Agreement shall apply to this Agreement. The Parties agree that any transaction entered into pursuant to this Agreement is a “qualified financial contract” within the meaning of Indiana Code 27-9-3.1-7. THE PARTIES HEREBY WAIVE THE RIGHT TO ANY TRIAL BY JURY ASSOCIATED WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT

## **17. NOTICES**

All notices, certificates, or other communications hereunder shall be in writing. All written notices are deemed sufficiently given when mailed by United States certified mail, return receipt requested or by recognized overnight courier service, postage prepaid, or hand-delivered, or sent by facsimile transmission, if the original communication is delivered by recognized overnight courier service, and shall be effective when received. For purposes hereof, notices, demands and other communications shall be sent to the names and addresses listed in the Confirmation (or such other address as the Seller or Buyer shall have furnished to the other Party in writing).

## **18. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all other prior understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.

## **19. HEADINGS**

The Article and paragraph 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.

## **20. FORWARD CONTRACT**

This transaction constitutes a “forward contract” and each Party represents and warrants that it is a “forward contract merchant” within the meaning of the United States Bankruptcy Code.

## **21. INDEMNIFICATION**

Subject to Section 5, each Party agrees to indemnify, defend, and hold harmless the other Party, and any of said other Party’s affiliates, directors, officers, employees, agents and permitted assigns, from and against all claims, losses, liabilities, damages, judgments, awards fines, penalties, costs, and expenses (including reasonable attorney’s fees and disbursements) directly incurred in connection with or directly arising out of: (a) any breach of representation or warranty or failure to perform any covenant or agreement in this Agreement by said Party; or (b) any violation of applicable law, regulation or order by said Party.

## 22. SETOFFS

Each Party reserves to itself all rights, setoffs, counterclaims, combination of accounts, liens and other remedies and defenses which such Party has or may be entitled to (whether by operation of law or otherwise). The obligations to make payments under this Agreement and/or any other agreement between the Parties may be offset against each other, set-off or recouped therefrom.

## 23. CHANGE IN LAW

Upon the occurrence of a “**Change In Law Event**” (as defined herein), the Parties will in good faith use commercially reasonable efforts to reform this Agreement in order to give effect to the original intention of the Parties or transfer the RECs to another equivalent program if possible (an “**Alternative Program**”). If the Parties are unable, despite such commercially reasonable efforts, to reform this Agreement or transfer the RECs to an Alternative Program within thirty (30) days following notice by one Party to the other of the Change In Law Event (the “**Thirty Day Period**”), then the Parties shall resolve the matter through binding arbitration in accordance with the following procedures: (i) within five (5) Business Days after the conclusion of the Thirty Day Period (unless such period is mutually extended by the Parties), each of Buyer and Seller shall select an individual who is familiar with the solar industry and renewable portfolio standards to select an arbitrator to resolve the deadlock; (ii) within five (5) Business Days thereafter, the two individuals will select one individual familiar with the solar industry and renewable portfolio standards to act as sole arbitrator (the “**Sole Arbitrator**”) (to the extent that one of the Parties does not select an individual within the requisite time period, the one selected individual shall serve as the Sole Arbitrator), (iii) within five (5) Business Days of selection of the Sole Arbitrator, each Party shall submit a proposed amendment to reform this Agreement to resolve the Change In Law Event to the Sole Arbitrator, and (iv) within five (5) Business Days of the deadline for delivering the proposals, the Sole Arbitrator shall select one of the proposed amendments which the Sole Arbitrator regards as the better proposal to reform this Agreement and upon the Sole Arbitrator’s selection of such proposal this Agreement shall be deemed to be automatically reformed in accordance with that proposed amendment. The decision of the Sole Arbitrator shall be binding and nonappealable. To the extent there are any expenses related to the appointment of the Sole Arbitrator, the Parties shall equally share such expense. For purposes hereof, “**Change In Law Event**” means a change in any statutes, rules, regulations, laws, or any governmental action enacted, amended, granted or revoked that has the effect of changing the Transfer and sale procedures set forth herein such that the Delivery of the RECs becomes impracticable or impossible.

## 24. FINANCIAL RESPONSIBILITY

24.1 Financial Statements. Each Party agrees to make its annual financial statements available electronically to the other Party through a commercially accessible portal, the instructions for access to be provided when requested. The statements of either Party shall be prepared in accordance with generally accepted accounting principles.

24.2 Performance Assurance. In the event the public credit rating of either Party falls below investment grade at any time during which this Agreement is in effect, that Party (the “**Demanding Party**”) may demand security or assurance of performance in a form and amount reasonably required by it (“**Performance Assurance**”) before further deliveries or payments are made by it under this Agreement. In the event the other Party (the “**Demand Receiving Party**”) shall fail to give the required Performance Assurance within fourteen (14) Business days of the

request by the Demanding Party, that failure shall be an Event of Default of the Demand Receiving Party as described in Section 6(vi) of this Agreement.

24.3 Netting. If Buyer and Seller are required to pay any amount on the same day or in the same month under this Agreement and/or any other agreement between the Parties, then such amounts with respect to each Party may be aggregated and the Parties may discharge their obligations to pay through netting, in which case the Party, if any, owing the greater aggregate amount shall pay to the Party owed the difference between the amounts owed. Each Party reserves to itself all rights, setoffs, counterclaims, combination of accounts, liens and other remedies and defenses which such Party has or may be entitled to (whether by operation of law or otherwise). The obligations to make payments under this Agreement and/or any other agreement between the Parties may be offset against each other, set off or recouped therefrom.