

ADDENDUM TO RENEWABLE ENERGY CREDIT AGREEMENT

Contract Number: _____

THIS ADDENDUM (“Addendum”) to the Renewable Energy Credit Agreement (the “REC Contract”) is entered into as of this ___ day of _____, 20___ (the “Effective Date”), by and between _____ (“Seller”) and the Illinois Power Agency (“IPA” or “Buyer”). Each of Seller and Buyer is sometimes referred to herein as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the IPA has established the Illinois Solar for All Program (“SFA”) for the purchase of Renewable Energy Credits (“RECs”) by Buyer for which Transaction(s) under the REC Contract have been awarded pursuant to the SFA and have been approved by the Illinois Commerce Commission;

WHEREAS, on April 20, 2020, the IPA filed its Final Revised Long-Term Renewable Resources Procurement Plan (“Revised Long-Term Plan”) to conform with the Illinois Commerce Commission’s Final Order in Docket No. 19-0995, dated February 18, 2020;

WHEREAS, pursuant to the guidelines provided in the Revised Long-Term Plan, the IPA provided and the Buyer and Seller agreed to enter into this Addendum to the REC Contract to set forth additional terms and conditions of the Transaction(s) entered into by the Parties; and

WHEREAS, each of Buyer and Seller believes it is in its best interest to enter into this Addendum to the REC Contract including Product Order(s) Number _____;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual agreements contained in this Addendum to the REC Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree that this Addendum amends and modifies the REC Contract made and entered into by the Parties hereto as follows:

1. Replacement of Certain Language within the REC Contract.

(a) Section 5(e)(iii)(A) of the Cover Sheet is hereby stricken from the REC Contract and replaced in its entirety with the following:

The Anchor Tenant Contract Price for purposes of calculating the Contract Price shall be:

- (1) the REC price applicable to the Actual Nameplate Capacity under the ABP (or SFA, if such Anchor Tenant is a qualifying low-income residential household under the SFA Low Income Community Solar Initiative for purposes of receiving the SFA price) at

- the time of Energization of such Designated System, or, if such REC price is not available, then
- (2) the last prevailing REC price applicable to the Actual Nameplate Capacity under the ABP (or SFA if such Anchor Tenant is a qualifying low-income residential household under the SFA Low Income Community Solar Initiative for purposes of receiving the SFA price);

(b) Section 5(f)(v) of the Cover Sheet is hereby stricken from the REC Contract and replaced in its entirety with the following:

At any time following the applicable Trade Date and before the end of the Delivery Term, Seller may request for a change of the Anchor Tenant by written request and submission of acceptable documentation to the IPA, which shall be approved at the IPA's reasonable discretion. If the Anchor Tenant is changed from any entity that is not a qualifying low-income residential household to an entity that is a qualifying low-income residential household, then there shall be no change to the Anchor Tenant Contract Price. If the Anchor Tenant is changed from an entity that is a qualifying low-income residential household to any entity that is not a qualifying low-income residential household, then the Anchor Tenant Contract Price shall be reduced to the prevailing or last recorded REC price applicable to such Designated System under the ABP; and, if payment for such Designated System has already occurred, then Seller shall make a payment adjustment to Buyer within thirty (30) days of such notice from Buyer and the amount of such payment shall equal the multiplicative product of (A) the difference between the then effective Anchor Tenant Contract Price and the prevailing or last recorded REC price applicable to such Designated System under the ABP, (B) the lesser of the Proposed Nameplate Capacity or the Actual Nameplate Capacity, (C) Capacity Factor, (D) 8,760, (E) 15 years, (F) percent of the Actual Nameplate Capacity that was subscribed by the Anchor Tenant being replaced and (G) the result obtained by dividing the number of days remaining in the Delivery Term from (and inclusive of) the date that the change of the Anchor Tenant becomes effective by the number of days in the Delivery Term. For purposes of the administration of Section 6(e) of the Cover Sheet, the base percentage subscribed by Anchor Tenant as a share of Actual Nameplate Capacity is assumed to be unchanged from the date of Energization, as may be updated once based on the Community Solar First Year Report, and the actual percentage subscribed by the new Anchor Tenant shall be used as the metric of performance that is measured against the base percentage in annual Delivery Year evaluations under Section 6(e) of the Cover Sheet going forward.

(c) The addition of the definition of "Anchor Tenant Contract Price" as Section 1.3.3 of the Master REC Agreement within Section 13(b) of the Cover Sheet, is hereby stricken from the REC Contract and replaced in its entirety with the following:

""Anchor Tenant Contract Price" means, with respect to a Community Renewable Energy Generation Project, the REC price applicable to RECs associated with the shares subscribed by the Anchor Tenant. If the Anchor Tenant is a qualifying low-income residential household under the SFA Low Income Community Solar Project Initiative, then such REC price shall equal the applicable SFA price under the SFA Low Income Community Solar Project Initiative, otherwise the REC price shall be the applicable ABP price. Unless otherwise

specified, the ABP price shall be the REC price applicable to the Proposed Nameplate Capacity under the ABP at the time of the SFA Application, as may be adjusted pursuant to Section 5(e) of the Cover Sheet of the REC Contract. Further, the Anchor Tenant Contract price shall not include any adders that may be applicable to the Community Solar Subscription Mix.”

2. Additional Requirements for MWBE Commitments.

A Designated System may receive additional points during project selection if (1) the Approved Vendor, Approved Vendor Aggregator, or Designee is a registered Minority/Women-Owned Business Enterprise (“MWBE”) registered with a public or non-public third-party MWBE-certifying bodies, including but not limited to the National Minority Supplier Development Council, the Women’s Business Enterprise National Council, and their regional affiliates, or (2) the Approved Vendor engages a MWBE subcontractors, where MWBE subcontractor’s contract on the project is 50% or more of the project’s REC Contract value. For purposes of calculating the REC Contract value of a community solar project, the REC Contract value will not include any small subscriber adder.

For each Designated System under the REC Contract (or Product Order) which received additional points during the project selection process for commitments related to the use of a MWBE subcontractor, the Seller agrees to submit invoices which demonstrate fulfillment of this requirement contemporaneously with the Part II Application. The IPA will verify compliance with the MWBE commitment through review of the invoices. For each such Designated System, in the event that the Seller fails to demonstrate, and the IPA is unable to verify, fulfillment of MWBE subcontractor utilization equal to or greater than 50% of the REC Contract value, the Designated System and the RECs associated with such Designated System shall be removed from this REC Contract and the Seller will forfeit the full amount of the Collateral Requirement. In the event of Assignment under Section 9.2 of the REC Contract, the Assignee will assume the responsibilities and obligations of the Seller with respect to this Addendum.

For each Designated System under the REC Contract (or Product Order) which received additional points during the project selection process based upon the Seller’s status as a certified MWBE, the REC Contract (or Product Order, as applicable) may only be assigned under Section 9.2 of the REC Contract prior to Energization of the Designated System to another SFA-Approved Vendor that is also a certified MWBE. In the event that the Assignee is not a certified MWBE, the Designated System and the RECs associated with such Designated System shall be removed from the REC Contract and the Seller will forfeit the full amount of the Collateral Requirement. Following Energization and the subsequent payment, Seller may assign the such a Designated System to any SFA-Approved Vendor consistent with Section 9.2 of the REC Contract.

IN WITNESS WHEREOF, the Parties have caused this Addendum to the REC Contract to be executed as of the date first written above.

Seller

Signed: _____

Name: _____

Title: _____

Buyer

Signed: _____

Name: _____

Title: _____

Buyer

Signed: _____

Name: _____

Title: _____