

**ADDENDUM 1
TO MASTER RENEWABLE ENERGY CREDIT PURCHASE AND SALE AGREEMENT**

Contract Number: _____

THIS ADDENDUM (“Addendum”) to the Master Renewable Energy Credit Purchase and Sale Agreement (the “REC Contract”) is entered into as of this ___ day of _____, 20___, by and between _____ (“Seller” or “Party A”) and [Ameren Illinois Company d/b/a Ameren Illinois / Commonwealth Edison Company / MidAmerican Energy Company] (“Buyer” or “Party B”). Each of Seller and Buyer is sometimes referred to herein as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, Buyer and Seller previously entered into the above referenced REC Contract Number: _____;

WHEREAS, the Illinois Power Agency (“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 June 30, 2023, the Governor of Illinois approved the Public Act 103-0188 to amend the IPA Act 20 ILCS 3855/1-56 to provide that the projects under the SFA, for which applications were submitted on or after the effective date of Public Act 103-0188, shall be subject to the prevailing wage requirements included in the Prevailing Wage Act, with exception of (i) projects that serve single-family or multi-family residential buildings and (ii) projects with an aggregate capacity of less than 100 kilowatts that serve houses of worship;

WHEREAS, the IPA’s 2022 Long-Term Renewable Resources Procurement Plan, as approved by the ICC in Docket No. 22-0231 on July 14, 2022, sets forth a Home Repairs Pilot program to offer incentives that help address home repair costs to improve participation in the Low-Income Single-Family and Small Multifamily Solar Subprogram;

WHEREAS, each of Buyer and Seller believes it is in its best interest 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 to implement the Prevailing Wage Act requirements and the Home Repairs Pilot requirements, where applicable; and

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. Annex 1 (Prevailing Wage Act Annex) is hereby incorporated into the REC Contract. The applicability of the requirements in Annex 1 shall apply to a Designated System if requirements of the Prevailing Wage Act are applicable to such Designated System as indicated in Schedule A (and Schedule B as applicable) to the Product Order.
2. Annex 2 (Home Repairs Pilot Annex) is hereby incorporated into the REC Contract. The applicability of the requirements in Annex 2 shall apply to a Designated System if Home Repairs Pilot requirements are applicable to such Designated System as indicated in Schedule A (and Schedule B as applicable) to the Product Order.
3. The Form of the Product Order appended to this Addendum 1 to the REC Contract shall replace the Exhibit A of the REC Contract.

Posted: August 4, 2023

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives as of the effective date of this Addendum indicated above.

("Party A" or "Seller")

Signed:

Name:

Title:

("Party B" or "Buyer")

Signed:

Name:

Title:

EXHIBIT A

Form of Product Order

(One Product Order to be completed for each batch of Designated Systems approved by the ICC)

Contract Number: _____

Agreement Effective Date: _____

Trade Date: _____

Buyer: _____

Seller: _____

Approved Vendor ID: _____

Sub-program: _____

Batch ID: _____

Designated Systems included in Batch

Designated System ID	Proposed Nameplate Capacity	Collateral Requirement
	kW	\$
	kW	\$
	kW	\$
	kW	\$
	kW	\$
	kW	\$
	kW	\$

Batch sum of Proposed Nameplate Capacity = _____ kW

Initial Performance Assurance Requirement = sum of Collateral Requirement under this Product Order
= \$ _____

(Seller's Performance Assurance is due to Buyer within thirty (30) Business Days of Trade Date).

("Party A" or "Seller")

("Party B" or "Buyer")

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

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Schedule A to Exhibit A

(One Schedule A form to be completed for each Designated System on Trade Date)

Date of Schedule A Creation or Update: _____

Trade Date: _____

Batch ID: _____

(a) Designated System ID: _____

(b) System Address: _____

(c) Group: _____

(d) Sub-program:

Low-Income Single-Family and Small Multifamily Solar set forth in Section 1-56(b)(2)(A) of IPA Act

Low-Income Large Multifamily Solar set forth in Section 1-56(b)(2)(E) of IPA Act

Non-Profits & Public Facilities set forth in Section 1-56(b)(2)(C) of IPA Act

Community Renewable Energy Generation Project set forth in Section 1-56(b)(2)(B) of IPA Act

(e) Class of Resource:

Distributed Renewable Energy Generation Device

Community Renewable Energy Generation Project

(f) Energy Sovereignty, if applicable:

Yes

Energy Sovereignty Proposed Transfer Date: _____

No

(f.1) Prevailing Wage Act requirement applicable:

Yes (If Yes, then Annex 1 applies)

No

(f.2) Home Repairs Pilot applicable:

Yes (If Yes, then Annex 2 applies)

Home Repairs Pilot Proposed Adder: \$_____ /REC

No

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(g) Scheduled Energized Date: _____

(h) Proposed Price = \$_____/REC (this shall be the SFA price if Designated System is a Community Renewable Energy Generation Project)

Anchor Tenant Proposed Price = \$_____/REC (for Community Renewable Energy Generation Projects)

Non-Anchor Tenant Proposed Price = \$_____/REC (for Community Renewable Energy Generation Projects)

(i) Proposed Capacity Factor: _____%

(j) Proposed Nameplate Capacity: _____kW (AC Rating)

(k) Designated System Expected Maximum REC Quantity = _____RECs

(l) Collateral Requirement
= \$_____

If applicable to Community Renewable Energy Generation Project:

(i) Anchor Tenant: _____

(ii) % Share to be Subscribed by Anchor Tenant: _____

TO BE USED IN CASE OF SYSTEM REMOVAL

Date of removal from Agreement: _____

Basis for removal from Agreement (including authorizing Section of Agreement): _____

Disposition of Collateral Requirement upon removal: _____

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Schedule B to Exhibit A

(One Schedule B form to be completed for each Designated System on date of Energization)

Date of Schedule B Creation or Update: _____

Trade Date: _____

Batch ID: _____

(a) Designated System ID: _____

(b) Tracking System:

PJM-EIS GATS ID: _____

M-RETS ID: _____

(c) System Address: _____

(d) Group: _____

(e) Sub-program:

Low-Income Single-Family and Small Multifamily Solar set forth in Section 1-56(b)(2)(A) of IPA Act

Low-Income Large Multifamily Solar set forth in Section 1-56(b)(2)(E) of IPA Act

Non-Profits & Public Facilities set forth in Section 1-56(b)(2)(C) of IPA Act

Community Renewable Energy Generation Project set forth in Section 1-56(b)(2)(B) of IPA Act

(f) Class of Resource:

Distributed Renewable Energy Generation Device

Community Renewable Energy Generation Project

(g) Energy Sovereignty, if applicable:

Yes

Energy Sovereignty Proposed Transfer Date: _____

No

(g.1) Prevailing Wage Act requirement applicable:

Yes (If Yes, then Annex 1 applies)

No

(g.2) Home Repairs Pilot applicable:

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Yes (If Yes, then Annex 2 applies)

Home Repairs Pilot Adder: \$_____/REC

No

(h) Date of Final Interconnection Approval: _____

(i) Date of Energization: _____

(j) Quarterly Payment Cycle (Check only one)

Payment Cycle A: consists of the following Quarterly Periods: starting on 1 January and ending on 31 March, starting on 1 April and ending on 30 June, starting on 1 July and ending on 30 September and starting on 1 October and ending on 31 December.

Payment Cycle B: consists of the following Quarterly Periods: starting on 1 February and ending on 30 April, starting on 1 May and ending on 31 July, starting on 1 August and ending on 31 October and starting on 1 November and ending on 31 January.

Payment Cycle C: consists of the following Quarterly Periods: starting on 1 March and ending on 31 May, starting on 1 June and ending on 31 August, starting on 1 September and ending on 30 November and starting on 1 December and ending on 28/29 February as applicable.

(k) Contract Price = \$_____/REC

Anchor Tenant Contract Price: \$_____/REC (for Community Renewable Energy Generation Projects)

Non-Anchor Tenant Contract Price: \$_____/REC (for Community Renewable Energy Generation Projects)

Energy Sovereignty Payment (if applicable): \$_____

Home Repairs Pilot REC Payment (if applicable): \$_____

(l) Actual Capacity Factor: _____%

(m) Contract Capacity Factor: _____%

(n) Year-1 Contract Capacity Factor: _____%

(o) Actual Nameplate Capacity: _____kW (AC Rating)

(p) Contract Nameplate Capacity: _____kW (AC Rating)

(q) Non-Anchor Nameplate Capacity: _____kW (AC Rating)

(r) Designated System Contract Maximum REC Quantity = _____RECs

(s) REC Purchase Payment Amount = \$_____.

(t) Collateral Requirement
= \$_____

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If the Designated System is a Community Renewable Energy Generation Project, then the following Subscriber information must be completed:

- (i) Anchor Tenant: _____ date: _____
- (ii) % of Actual Nameplate Capacity Subscribed by Anchor Tenant: _____ date: _____
- (iii) % of Actual Nameplate Capacity Subscribed by End Use Customers: _____ date: _____
- (iv) At least 50% of Non-Anchor Nameplate Capacity is Subscribed by End Use Customers:
[Y/N]: _____ Date: _____
- (v) Standing Order: _____% of Actual Nameplate Capacity

Subscriber Information

Unique Subscriber Identifier	Subscription Size (kW)¹	Qualified Small Subscriber (Y/N)	End Use Customer (Y/N)	Subscription Start Date	Subscription End Date (if applicable)

TO BE USED IN CASE OF SYSTEM REMOVAL

Date of removal from Agreement: _____

Basis for removal from Agreement (including authorizing Section of Agreement): _____

Disposition of Collateral Requirement upon removal: _____

¹ The Subscription size shall be rounded to two (2) decimal places.

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Delivery Schedule

[to be inserted.]

(See Exhibit F-1 for an example of a delivery schedule)

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Schedule C to Exhibit A

(To be completed on the Trade Date and to be updated by the IPA upon a size change or removal of a Designated System, and as necessary to memorialize any change to the list of Designated Systems included in the Batch.)

Agreement Effective Date: _____

Schedule C Update Date: _____

Trade Date: _____

Batch ID: _____

Buyer: _____

Seller: _____

Approved Vendor ID: _____

Updated Designated Systems included in Batch

Designated System ID	Proposed Nameplate Capacity	Actual Nameplate Capacity (if different from Proposed Nameplate Capacity)	Contract Nameplate Capacity (if Proposed Nameplate Capacity is different from Actual Nameplate Capacity)
	kW	kW	kW
	kW	kW	kW
	kW	kW	kW
	kW	kW	kW
	kW	kW	kW
	kW	kW	kW
	kW	kW	kW

List of Designated Systems Removed from Batch

Designated System ID	Nameplate Capacity (kW)			Date of Removal (if removed)
	Proposed	Actual	Contract	

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**Schedule D to Exhibit A
Designated System Removal Notice**

(To be provided by Seller or Buyer or the IPA (as applicable) for the removal of a Designated System from this Agreement pursuant to but not limited to Section 2.2(a), Section 2.2(b), Section 2.2(c), Section 2.2(d), Section 2.4(b)(iii), Section 2.4(d), Section 2.4(f), Section 2.4(g), Section 2.5(b), Section 2.6(c), Section 2.7(a), Section 2.7(b), Section 2.7(c), Section 4.1(b), Section 4.2(g), Section 5.6(d), Section 7.2, and Section 10.1)

Notice Date: _____

Reference is made to Solar for All Program (“SFA”) Contract No. _____, including associated Product Orders (together, the “SFA Contract”) between the Buyer _____, and Seller, _____, each a “Party” (and, collectively, the “Parties”), who hereby acknowledge the following:

(Capitalized terms used but not defined herein shall have the meanings used in this Agreement.)

1. This Designated System Removal Notice memorializes the removal, in accordance with the provisions of this Agreement or the Illinois Commerce Commission’s Order in Docket No. 19-0995, of one (1) or more Designated Systems listed more fully on Attachment A to this Designated System Removal Notice (the “Removed Designated Systems”) from this Agreement as of the Effective Date for each respective removed Designated System written in column H of Attachment A to this Designated System Removal Notice.
2. For each removed Designated System, the predicate event that gave rise to the removal of that Designated System under this Agreement is listed on Attachment A to this Designated System Removal Notice under column D, “Reason for Removal.” (A guide to the alphabetic codes is shown below Attachment A to this Designated System Removal Notice.)
3. Each applicable Product Order(s) is being removed from this Agreement in its entirety if no Designated Systems then remain in such Product Order, as noted in column B of Attachment A to this Designated System Removal Notice.
4. For each removed Designated System, any required payment by Seller to Buyer under this Agreement in connection with the removal of such Designated System is noted in Column F of Attachment A to this Designated System Removal Notice.
5. For each removed Designated System, for any Reason for Removal other than D, E, F, G, H, K, M, P, Q, R, or S (as applicable on this list only if such Reason for Removal occurs after Seller has posted its Performance Assurance), Seller is requested to indicate in Column G by what means it elects or has elected to make the payment listed in Column F: (i) cash or (ii) forfeiture of previously posted Performance Assurance. Seller is requested to promptly return this notice with those notations to Buyer and sign in the signature block below. In the absence of any such election, or if the election so made is unclear, or a copy of this Designated System Removal Notice (signed by Seller) is not received by Buyer within 7 Business Days of the Notice Date stated above, Seller shall be deemed to have elected deduction of any associated Performance Assurance Amount.
6. The Collateral Requirement in relation to each of the removed Designated Systems shall be reduced to zero if Seller has paid Buyer for outstanding amounts, if any, including amounts that may be associated with the removal of such Designated System. Following the completion of all payments shown in Column F, all Performance Assurance Amount still held by Buyer (but not forfeited by Seller) in connection with the removed Designated Systems shall be promptly returned to Seller (including an allowance for a downward adjustment of a Letter of Credit, if applicable).

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7. Following the removal of each removed Designated System, there is no remaining REC Delivery obligation by Seller, or REC purchase obligation by Buyer, in relation to such removed Designated System.

8. Contemporaneous with this Designated System Removal Notice, the SFA Program Administrator is furnishing an updated Schedule A or Schedule B (as applicable) reflecting the removal of each removed Designated System and a Schedule C for each implicated Product Order (in all cases, the schedules are with respect to Exhibit A) of this Agreement.

9. This notice is not, and is not intended to be, an amendment or interpretation of, or an admission with respect to, the Agreement or its provisions. It is solely intended to memorialize actions provided for in the existing provisions of the Agreement.

All removals are subject to the approval by Buyer and IPA.

Buyer's and IPA's Acknowledgement of Designated System Removal

For Buyer:

Signature: _____

Name: _____

Title: _____

Date: _____

For the Illinois Power Agency:

Signature: _____

Name: _____

Title: _____

Date: _____

Seller's Acknowledgement of Receipt

Signature: _____

Name: _____

Title: _____

Date: _____

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Resulting payment: Seller pays the sum of (i) the Collateral Requirement with respect to such Designated System and (ii) one hundred percent (100%) of the total payments Seller has received from Buyer associated with RECs from such Designated System.

C: The Designated System was determined to be noncompliant with the requirements under Section 2.2(c), including after Seller had a period of twenty (20) Business Days after notice as provided in this Agreement to demonstrate that the event had not occurred, and the Designated System was thus automatically removed.

Resulting payment: Seller pays the sum of (i) the Collateral Requirement with respect to such Designated System and (ii) one hundred percent (100%) of the total payments Seller has received from Buyer associated with RECs from such Designated System.

D: The Designated System experienced delays resulting from (i) documented delays associated with processing of permit requests or addressing regulatory requirements provided such delays are not primarily caused by Seller's actions, (ii) delays in receiving interconnection approval provided that Seller's interconnection approval request was made to the interconnecting utility within thirty (30) days of such Designated System being electrically complete (ready to start generation), and (iii) delays in receiving the interconnecting utility's estimate of costs to construct the interconnection facilities, and to complete required distribution upgrades, necessary for the interconnection of a Designated System. After extensions to the Scheduled Energized Date had been granted multiple times and the Designated System was not yet Energized by the date that is seven hundred thirty (730) days from the initial Scheduled Energized Date, Seller exercised its right to remove the Designated System by providing written notice to Buyer and the IPA pursuant to Section 2.4(b)(iii).

Resulting payment: Seller owes \$0 to Buyer. Buyer provides to Seller a refund of any extension fees that have been paid by Seller and a refund of previously posted Performance Assurance in the amount of the Collateral Requirement associated with such Designated System.

E: The Designated System was not Energized by the Scheduled Energized Date (plus any extension granted under Section 2.4(b)), so was automatically removed pursuant to Section 2.4(d).

Resulting payment: Seller pays to Buyer the Collateral Requirement associated with the Designated System plus any extension fees associated with such Designated System that have been paid by Seller to Buyer.

F: The Designated System's Actual Nameplate Capacity is larger than the Proposed Nameplate Capacity and the difference is within the greater of: +5kW or +25% of the Proposed Nameplate Capacity, and Seller exercised its right to remove the Designated System by providing written notice to the IPA pursuant to Section 2.5(b).

Resulting payment: Seller forfeits the portion of previously posted Performance Assurance equal to the Collateral Requirement associated with the Designated System. This forfeited amount may be re-credited to Seller as Performance Assurance (and refunded to Seller to the extent in excess of required Performance Assurance Requirement) if a new SFA application of the Designated System is approved by the ICC for inclusion in this Agreement or an agreement between Buyer and Seller under the SFA within three hundred sixty five (365) days of the date of the written notice from Seller requesting removal and the IPA so notifies Buyer.

G: Seller exercised its right to remove the Designated System for the purpose of re-applying to the SFA under a different Class of Resource, by providing written notice to the IPA pursuant to Section 2.4(g).

Resulting payment: Seller forfeits the portion of previously posted Performance Assurance equal to the Collateral Requirement associated with the Designated System.

H: The Designated System's Actual Nameplate Capacity differs from the Proposed Nameplate Capacity by more than the greater of 5kW or 25% of the Proposed Nameplate Capacity, so the Designated System was automatically removed pursuant to Section 2.5(b).

Resulting payment: Seller forfeits the portion of previously posted Performance Assurance equal to the Collateral Requirement associated with the Designated System. This forfeited amount may be re-

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credited to Seller as Performance Assurance (and refunded to Seller to the extent in excess of required Performance Assurance Requirement) if a new SFA application of the Designated System is approved by the ICC for inclusion in this Agreement or an agreement between Buyer and Seller under the SFA within three hundred sixty five (365) days of the date of the written notice from the IPA requesting the removal, and the IPA so notifies Buyer.

I: The IPA determined in its reasonable discretion that the Designated System is in material non-conformance with requirements of the SFA; or is materially non-conforming with the information previously submitted by Seller to the IPA about that Designated System, and Seller did not cure the deficiency within twenty (20) Business Days (plus any extensions for good cause granted by the IPA); the IPA then exercised its right to remove the Designated System, pursuant to Section 2.4(f) and so notified Buyer and Seller.

Resulting payment: Seller pays the sum of (i) the Collateral Requirement with respect to such Designated System and (ii) one hundred percent (100%) of the total payments Seller has received from Buyer associated with RECs from such Designated System.

J: The Designated System was Energized but failed to Deliver at least 1 REC within 90 days after Energization (for an Actual Nameplate Capacity > 5 kW) or within 180 days after Energization (for an Actual Nameplate Capacity \leq 5 kW), and Seller failed to remedy such deficiency in a timely manner pursuant to Section 4.1(b); the Designated System was thus automatically removed, pursuant to Section 4.1(b).

Resulting payment: Seller pays the sum of (i) the Collateral Requirement with respect to such Designated System and (ii) one hundred percent (100%) of the total payments Seller has received from Buyer associated with RECs from such Designated System.

K: Seller exercised its right to remove the Designated System by making its request to Buyer and the IPA pursuant to Section 7.2 within 30 days following the Designated System's Interconnection Customer (as defined in Section 466.30 of Title 83 of the Illinois Administrative Code) receiving from the interconnecting utility a non-binding estimate of costs to construct the interconnection facilities and any required distribution upgrades for that Designated System in an amount exceeding 30 cents per watt AC of the Designated System's Proposed Nameplate Capacity (or by sending notification to Buyer within 30 days of having received the subject interconnection cost estimate that it is disputing such interconnection cost estimate and by making the refund request within 14 days of having received a final estimate as the result of an interconnection cost dispute), and Buyer recognized and substantiated the request as described in Section 7.2.

Resulting payment: Seller forfeits 25% of the Performance Assurance Amount previously posted in connection with the Designated System; the remaining 75% of Performance Assurance Amount is returned by Buyer to Seller. It is possible that this Reason for System Removal occurs prior to Seller's posting of Seller's Performance Assurance. In such a case, Seller shall pay Buyer an amount equal to 25% of the Collateral Requirement associated with such Designated System.

L: A Suspension Period (as defined in Article 10) has arisen with respect to a Designated System due to a Force Majeure event, and the Suspension Period lasted at least 730 days; the Designated System was thus automatically removed pursuant to the same Article 10.

Resulting payment: If payments have been made to Seller with respect to the Designated System, Seller shall return the amount of payment based on the applicable Contract Price and on the difference between the number of RECs used to calculate payment and the number of RECs Delivered from such Designated System (not to exceed the Designated System Contract Maximum REC Quantity). Upon the resulting payment by Seller, Seller may request for the reduction of a portion of the Performance Assurance Amount attributable to such Designated System.

M: Seller exercised its option to remove the Designated System pursuant to Section 2.4(d) of this Agreement.

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Resulting payment: Seller pays Buyer the Collateral Requirement associated with the Designated System plus any extension fees associated with such Designated System that have been paid by Seller to Buyer.

N: Force Majeure (as defined in Article 10) is adversely affecting the operability of the Designated System and Seller has determined that the damage to the Designated System is irreparable. Seller provided a written notice of such determination and request for removal of the Designated System to Buyer and the IPA; the IPA granted the request, and the Designated System was removed pursuant to the same Article 10.

Resulting payment: If payments have been made to Seller with respect to the Designated System, Seller shall return the amount of payment based on the applicable Contract Price and on the difference between the number of RECs used to calculate payment and the number of RECs Delivered from such Designated System (not to exceed the Designated System Contract Maximum REC Quantity). Upon the resulting payment by Seller, Seller may request for the reduction of a portion of the Performance Assurance Amount attributable to such Designated System.

O: With respect to a Designated System that is a Community Renewable Energy Generation Project, the percent of Non-Anchor Nameplate Capacity Subscribed by End Use Customers was less than fifty percent (50%) for the period reported in the Community Solar First Year Report, and Seller (i) failed to provide an addendum to the Community Solar First Year Report or (ii) the percent of Non-Anchor Nameplate Capacity Subscribed by End Use Customers remained less than fifty percent (50%) for the additional Quarterly Period or extended cure period reported in the addendum to the Community Solar First Year Report. Thus, the Designated System was automatically removed pursuant to Section 2.6(c).

Resulting payment: Seller pays (i) the Collateral Requirement calculated at the time of the issuance of the Community Solar First Year Report and (ii) if payments have been made to Seller with respect to the Designated System, Seller shall make a payment adjustment to Buyer based on the Contract Price recorded at Energization and on the difference between the number of RECs used to calculate payment and the number of RECs Delivered from such Designated System. Buyer may draw on Seller's Performance Assurance for purposes of the aforementioned payment adjustment.

P: With respect to a Designated System that received additional points in the SFA project selection process on the basis of MWBE factors described in Section 2.7(a), either (i) Seller failed to demonstrate at the SFA Part II Application stage, and the IPA was unable to verify, fulfillment of MWBE subcontractor utilization equal to or greater than 50% of the REC contract value, or (ii) Seller assigned (under Section 13.1) the Product Order containing the Designated System prior to SFA Part II Application verification to an assignee that is not an SFA Approved Vendor and certified MWBE; in either case the Designated System was automatically removed pursuant to Section 2.7(a).

Resulting payment: Seller pays to Buyer the Collateral Requirement associated with the Designated System.

Q: With respect to a Designated System that received additional points in the SFA project selection process on the basis of attributes of the Designated System and such attributes are not maintained, and the Designated System is removed pursuant to Section 2.7(b).

Resulting payment: Seller pays to Buyer the Collateral Requirement associated with the Designated System.

R: With respect to a Designated System for which Energy Sovereignty is applicable and either: the Designated System was removed pursuant to Section 2.7(c) or: the IPA was unable to verify the occurrence of a transfer of ownership during the Delivery Term, and the Designated System is removed pursuant to Section 2.7(c).

Resulting payment: Seller pays the sum of (i) the Collateral Requirement with respect to such Designated System and (ii) one hundred percent (100%) of the total payments Seller has received from Buyer associated with RECs from such Designated System.

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S: The Designated System was removed pursuant to Section 4.2(g) due to Seller's request or Seller's failure to Deliver RECs from such Designated System for a period of twelve (12) months for a reason that is not due to Force Majeure and such failure is not remedied.

Resulting payment: Seller pays to Buyer the Collateral Requirement with respect to such Designated System. If payments have been made to Seller with respect to the Designated System, Seller shall return the amount of payment based on the applicable Contract Price and on the difference between the number of RECs used to calculate payment and the number of RECs Delivered from such Designated System (not to exceed the Designated System Contract Maximum REC Quantity).

T: The Designated System was determined to be noncompliant with the requirements under Section 2.2(d), including after Seller had a period of twenty (20) Business Days after notice as provided in this Agreement to demonstrate that the event had not occurred, and the Designated System was thus automatically removed.

Resulting payment: Seller pays the sum of (i) the Collateral Requirement with respect to such Designated System and (ii) one hundred percent (100%) of the total payments Seller has received from Buyer associated with RECs from such Designated System.