

**ADDENDUM
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 Illinois Power Agency (“IPA” or “Buyer” or “Party B”). Each of Seller and Buyer is sometimes referred to herein as a “Party” or collectively as the “Parties.” The term “IPA” as used in this REC Contract for contract administration responsibilities includes the IPA’s designee(s), including the ABP Program Administrator and the SFA Program Administrator; however, the term “Buyer” shall only mean the Illinois Power Agency.

RECITALS

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

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 19, 2024, the IPA filed its Final Long-Term Renewable Resources Procurement Plan (“2024 Final Plan”) to conform with the Illinois Commerce Commission’s Final Order in Docket No. 23-0714, dated on February 20, 2024;

WHEREAS, pursuant to the 2024 Final Plan, 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

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. Updated Deadline for Submission of Annual Report

- (a) Section 6.3 of the REC Contract is hereby stricken from the REC Contract and replaced in its entirety with the following:

“6.3 REC Annual Report.

Seller shall submit to Buyer and the IPA a REC Annual Report substantially in the form of Exhibit C-3 by August 1 following the end of each Delivery Year for which this Agreement is effective.^{A1} For avoidance of doubt, the REC Annual Report is required by Seller

^{A1} For example, if the effective date of the Agreement falls between June 1 and August 1 of a calendar year, then the first REC Annual Report is to be submitted by August 1 of the following year.

regardless of whether Seller has Designated Systems that are Energized or not. If items on the REC Annual Report are deficient or require clarification, Buyer or the IPA may issue to Seller a written notice requesting clarification regarding such submission, and Seller must respond to such request by the deadline specified in such written notice, or by the extended deadline if an extension is requested by Seller and granted by the IPA. Additional request for clarifications may be issued to Seller based on the responses provided. It is Seller's responsibility to ensure the accuracy and completeness of information contained in its REC Annual Report. Buyer or the IPA shall endeavor, on a commercially reasonable efforts basis, to notify Seller of any deficiency no later than October 18. In no event will Seller be allowed to provide further clarification on its REC Annual Report after October 30 following such submission deadline of the REC Annual Report. Failure by Seller to submit its REC Annual Report or respond to any request for clarifications that comply with the requirements of Exhibit C-3 by October 30 following such submission deadline is an Event of Default. As part of the REC Annual Report, Seller shall report on any Designated Systems that have not Delivered a first REC, and report on any Designated Systems that have not Delivered RECs for more than twelve (12) months from their previous Delivery, and in such case, detail the corrective actions that will be taken to ensure future Deliveries and the time for such REC Deliveries. All corrective actions shall be approved by the IPA, and failure to remedy such REC Delivery deficiency may lead to the removal of the Designated System pursuant to Section 4.2(g)."

- (b) References to "July 15" in Sections 1.90, 4.1(b)(i), 4.1(b)(ii), and Exhibit C-3 shall be stricken and replaced with "August 1".
- (c) References to "October 13" in Section 4.1(b)(iii) shall be stricken and replaced with "October 30".
- (d) References to "November 15" in Section 4.2(c) and Exhibit F-2 shall be stricken and replaced with "December 2".
- (e) References to "January 11" in Section 4.1(b)(iii) shall be stricken and replaced with "January 28".
- (f) The footnote in Exhibit C-3 of the REC Contract is hereby stricken from the REC Contract and replaced in its entirety with the following:

"For example, if the Agreement's Effective Date is June 1, 2025, the first REC Annual Report is due by August 1, 2026. If the Agreement's Effective Date is April 15, 2025, the first REC Annual Report is due by August 1, 2025."

2. Implementation of Stranded Customer REC Adder

- (a) Section 1.18 of the REC Contract is hereby stricken from the REC Contract and replaced in its entirety with the following:

“1.18 “Collateral Requirement” means, (i) with respect to a Designated System that is not a Distributed Renewable Energy Generation Device for which Energy Sovereignty is applicable and is not Energized, an amount equal to five percent (5%) of the multiplicative product of (a) the Proposed Price (less Stranded Customer REC Adder, if applicable) and (b) the Designated System Expected Maximum REC Quantity; (ii) with respect to a Designated System that is a Distributed Renewable Energy Generation Device for which Energy Sovereignty and/or Home Repairs Pilot^{A2} is applicable as indicated in Schedule A to the Product Order and is not Energized, an amount equal to five percent (5%) of the multiplicative product of (a) the sum of the Proposed Price (less Stranded Customer REC Adder, if applicable), the ES Price Adder of \$10 per REC (if applicable), and the Home Repairs Pilot Proposed Adder (if applicable)^{A3} (b) the Designated System Expected Maximum REC Quantity; and means, (iii) with respect to a Designated System that is Energized but that has not Delivered at least one (1) REC, an amount equal to five percent (5%) of the multiplicative product of (a) the Contract Price (less Stranded Customer REC Adder, if applicable) and (b) the Designated System Contract Maximum REC Quantity; and means, (iv) with respect to a Designated System that is Energized and the Delivery of at least one (1) REC has occurred, an amount equal to five percent (5%) of the multiplicative product of (a) the Contract Price (less Stranded Customer REC Adder, if applicable), (b) the Designated System Contract Maximum REC Quantity and (c) the result obtained by dividing the number of Delivery Years remaining in the Delivery Term by the number of Delivery Years in the Delivery Term. Further, notwithstanding the foregoing, the Collateral Requirement for a Designated System shall be reduced to zero (i) if the Designated System is removed from this Agreement and Seller has paid Buyer for outstanding amounts, if any, including amounts that may be associated with the removal of such Designated System or (ii) upon the conclusion of the annual review process pursuant to Section 4.2(c) following the final Delivery Year that falls (fully or partially) within the Designated System’s Delivery Term if the Designated System is a Distributed Renewable Energy Generation Device or (iii) upon the conclusion of the annual review process pursuant to Section 4.2(c) following the tenth (10th) Delivery Year that falls (fully or partially) within the Designated System’s Delivery Term if the Designated System is a Community Renewable Energy Generation Project.”

- (b) Section 1.25 of the REC Contract is hereby stricken from the REC Contract and replaced in its entirety with the following:

“1.25 “Contract Price” means, with respect to a Designated System, the REC price specified in the Schedule B to the Product Order applicable to such Designated System that will be used for purposes of payment for RECs from such Designated System. Unless specified otherwise, the Contract Price, with respect to a Distributed Renewable Energy Generation Device, shall be the Proposed Price as may be adjusted pursuant to Section 2.5(a), and shall be inclusive of the Stranded Customer REC Adder, if applicable, as indicated in Schedule B of the Product Order. If the Designated System is a Distributed Renewable Energy Generation Device for which Energy Sovereignty and/or Home Repairs

^{A2} “Home Repairs Pilot” is defined in the Annex 2 released in 2023 for applicable contracts.

^{A3} “Home Repairs Pilot Proposed Adder” is defined in the Annex 2 released in 2023 for applicable contracts.

Pilot is applicable as indicated in Schedule A (and Schedule B) to the Product Order, the Contract Price shall be the weighted price obtained by dividing (1) the sum of (a) the multiplicative product of (j) the Proposed Price as may be adjusted pursuant to Section 2.5(a) and (k) the Designated System Contract Maximum REC Quantity, (b) the Energy Sovereignty Payment (if applicable), and (c) Home Repairs Pilot REC Payment^{A4} (if applicable); by (2) the Designated System Contract Maximum REC Quantity, which result shall be rounded to the nearest penny. For avoidance of doubt, any payment adjustment pursuant to Section 5.6(c) shall not affect the calculation of the Contract Price in this Section 1.25 and shall not change the Contract Price. Unless specified otherwise, the Contract Price, with respect to a Community Renewable Energy Generation Project, shall be a weighted price obtained by dividing (1) the sum of (a) the multiplicative product of (j) the Anchor Tenant Contract Price and (k) the share of the Actual Nameplate Capacity Subscribed by the Anchor Tenant and (b) the multiplicative product of (x) the Non-Anchor Tenant Contract Price and (y) the share of the Actual Nameplate Capacity Subscribed by End Use Customers by (2) the combined share of the Actual Nameplate Capacity Subscribed by the Anchor Tenant and End Use Customers, which shall be subject to any adjustments pursuant to Sections 2.6(a), 2.6(b) and 2.6(c).”

- (c) Section 1.79 of the REC Contract is hereby stricken from the REC Contract and replaced in its entirety with the following:

“1.79 “Energy Sovereignty Price Adder” or “ES Price Adder” means, with respect to a Designated System that is a Distributed Renewable Energy Generation Device for which Energy Sovereignty is applicable as indicated in Schedule A (and Schedule B, if applicable) to the Product Order for such Designated System, a pricing component added to the Contract Price consistent with Section 1.25 and Section 5.6(a). For avoidance of doubt, there are no ES Price Adders applicable to a Designated System that is a Community Renewable Energy Generation Project.”

- (d) Section 1.84 of the REC Contract is hereby stricken from the REC Contract and replaced in its entirety with the following:

“1.84 “Proposed Price” means, with respect to a Designated System, the REC price applicable to the Designated System as established under the SFA and indicated in Schedule A to the Product Order applicable to such Designated System at the time of the Trade Date of such Product Order, and shall be inclusive of the Stranded Customer REC Adder, if applicable, as indicated in Schedule A of the Product Order. For avoidance of doubt, with respect to a Community Renewable Energy Generation Project, the Proposed Price is unrelated to (and unaffected by the values of) the Anchor Tenant Proposed Price and the Non-Anchor Tenant Proposed Price. With respect to a Community Renewable Energy Generation Project, the Proposed Price shall be the SFA price regardless of whether an Anchor Tenant is proposed or not. For avoidance of doubt, with respect to a Distributed Renewable Energy Generation Device, the Proposed Price shall not include any ES Price Adder.”

^{A4} “Home Repairs Pilot REC Payment” is defined in the Annex 2 released in 2023 for applicable contracts.

(e) Section 1.104.1 is hereby added to the REC Contract as the following:

“1.104.1 “Stranded Customer REC Adder” means, with respect to a Designated System, a pricing component included in the Proposed Price or Contract Price, and as indicated in Schedule A or Schedule B to the Product Order, respectively, as applicable.”

(f) Section 1.104.2 is hereby added to the REC Contract as the following:

“1.104.2 “Stranded Customer REC Adder True-Up Adjustment” is defined in Section 5.7.”

(g) All references to “Price Adder” or “Price Adders” shall be stricken and replaced with “ES Price Adder” or “ES Price Adders,” respectively.

(h) Section 5.7 is hereby added to the REC Contract as the following:

“5.7 Stranded Customer REC Adder.

This section applies to a Designated System for which a Stranded Customer REC Adder is applicable as indicated in Schedule A or Schedule B to the Product Order.

(a) If a Designated System has been assigned to Seller from another agreement, and payments have been previously made for RECs from such Designated System, then a one-time true up adjustment for such payment shall be made to Seller from Buyer (the “Stranded Customer REC Adder True-Up Adjustment”). The amount of the Stranded Customer REC Adder True-Up Adjustment shall be equal to the multiplicative product of (i) Stranded Customer REC Adder and (ii) number of RECs associated with prior payments, which shall be no greater than the Designated System Contract Maximum REC Quantity. For such Stranded Customer REC Adder True-Up Adjustment, Seller shall render to Buyer an invoice by electronic mail for the Stranded Customer REC Adder True-Up Adjustment amount on or after the first (1st) day, but no later than the tenth (10th) day of any month after the effective date of the Product Order associated with such Designated System. All invoices, timely submitted, under this Section 5.7(a) shall be payable and due on the last Business Day of the month in which the invoice is rendered or the last Business Day of the following month if the payment is the first payment made under this Agreement; provided that Seller’s invoice for the Stranded Customer REC Adder True-Up Adjustment amount is accompanied by the IPA’s written notice approving the payment of such amount. For avoidance of doubt, if further payments are to be made for RECs from such Designated System, then invoicing and payment shall follow the Quarterly Payment Cycle associated with the Designated System in accordance with Sections 5.1 and 5.2.

(b) Stranded Customer REC Adder True-Up Adjustment shall not be applicable to a Designated System for which no previous payments associated with RECs from such Designated System have been made. For such Designated System, invoicing and payment shall follow the regular Quarterly Payment Cycle as indicated in Sections 5.1 and 5.2.”

3. Implementation of Unbatching Mechanism and Assignment Fee Waiver

(a) Section 3.6 is hereby added to the REC Contract as the following:

“3.6 Transfer of Designated Systems to New Product Orders.

(a) Transfer of Designated Systems to New Product Orders.

In connection with resolving consumer protection concerns, if the IPA determines that it would be beneficial for a Designated System to be removed from a Product Order and be reassigned to another Product Order, the IPA shall implement the reassignment in two steps:

(i) Firstly, the IPA shall provide to Buyer and Seller a revised Schedule A (and Schedule B, if applicable), Schedule C and Schedule D to the Product Order for such Designated System indicating the removal of such Designated System from such Product Order.

(ii) Secondly, the IPA shall provide to Buyer and Seller a new Product Order substantially in the form of Exhibit A to this Agreement, including a Schedule A (and Schedule B, if applicable) associated with such Designated System.

IPA shall provide the documents indicated in (i) and (ii) above concurrently, and Buyer and Seller shall execute such Schedule D in (i) and such new Product Order in (ii) within seven (7) Business Days of Seller’s and Buyer’s receipt of the Product Order to confirm the terms of the Transaction and to effectuate the reassignment.^{A5}”

(b) Section 13.1 is hereby stricken from the REC Contract and replaced in its entirety with the following:

“13.1 Assignment of Agreement and Product Orders.

This Agreement shall be binding upon, shall inure to the benefit of, and may be performed by, the successors and assignees of the Parties, except that no assignment or other transfer of this Agreement by either Party shall operate to release the assignor or transferor from any of its obligations under this Agreement unless the other Party (or its successors or assigns), except where otherwise provided for below, expressly releases the assignor or transferor from its obligations thereunder, provided that such release shall not be unreasonably withheld or delayed.

Buyer may not assign Buyer’s rights and obligations under this Agreement without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Buyer may, without the consent of Seller, (i) transfer or assign this Agreement to an Affiliate of Buyer which is creditworthy on the date of assignment, or (ii) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Buyer.

Seller may not assign Seller's rights and obligations under this Agreement without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or

^{A5} For avoidance of doubt, this Section 3.6 does not provide for the assignment of the new Product Order to another Approved Vendor. This section simply provides for the “unbatching” and “rebatching” of Designated System(s) so as to facilitate a subsequent assignment to occur under Section 13.1 of this Agreement, which requires that any assignment be for a minimum of one or more Product Orders in their entirety.

delayed; provided that any such assignment (i) shall be a minimum of one (1) or more Product Orders in their entirety and (ii) may be made no earlier than the later of a) thirty (30) Business Days after the Trade Date of the applicable Product Order(s), or b) the point in time at which the initial Performance Assurance Requirement associated with the Product Orders proposed for assignment has been received by Buyer (excluding collateral assignment, as described below); and provided further, that Seller may, without the consent of Buyer, transfer or assign this Agreement or a Product Order to an entity already registered with the IPA as an Approved Vendor having a valid agreement of the same contract type with Buyer through the SFA. In the case of an assignment made by Seller without the consent of Buyer, Seller must notify the IPA and Buyer of any such assignment and provide Buyer with all pertinent contact and payment information with respect to the assignee.

Seller may also, without the consent of Buyer, collaterally assign this Agreement or collaterally assign or pledge the accounts, revenues or proceeds with respect to this Agreement or applicable Product Order(s), in connection with any financing or other financial arrangements with respect to Designated System(s) under this Agreement (and without relieving itself from liability hereunder). In the case of such collateral assignment or pledge, Seller must notify the IPA and Buyer of any such collateral assignment, including providing Buyer with the identity and contact information of the financing party obtaining collateral rights in connection with this Agreement.

As required by the SFA, Seller's rights and obligations under the Agreement may only be directly assigned or transferred to Approved Vendors. However, if the assignee is a financing party who has become a transferee as a result of a foreclosure on collateral (including this Agreement) pledged or collaterally assigned as described above, the requirement that such assignee be approved by the IPA as an Approved Vendor shall be postponed for up to one hundred eighty (180) days following the effectiveness of such foreclosure and related transfer. Failure of such assignee to become an Approved Vendor or to assign this Agreement to an Approved Vendor within such one hundred eighty (180) day period shall constitute an Event of Default for the Agreement between Buyer and the assignee.

In the event of a direct assignment by Seller permitted by this Agreement, any Performance Assurance posted in the form of cash may constitute the Performance Assurance applicable to the assignee for the transferred Product Order(s) and will continue to be held by Buyer; alternatively, Seller's Performance Assurance with respect to the Designated Systems in the transferred Product Order(s) may be refunded upon request if and when the assignee posts replacement Performance Assurance. In the case of Performance Assurance in the form of a Letter of Credit, Seller's original Performance Assurance shall remain in place with respect to the transferred Product Order(s) until the assignee posts replacement Performance Assurance consistent with Section 7.1 of this Agreement. Further, in the case of Performance Assurance in the form of a Letter of Credit for an assignment of this Agreement by Seller to an Affiliate of Seller, the posting of the replacement Performance Assurance may take the form of a new replacement Letter of Credit or an amendment to the current Letter of Credit. For avoidance of doubt, and notwithstanding any express or deemed release of Seller, in the case of a partial assignment involving the transfer of one or more Product Orders, (i) Seller shall remain responsible for any payment (including a Drawdown Payment) in respect of the Designated Systems in those Product Order(s) that is determined prior to the effectiveness of an assignment to be due, and Seller's Performance Assurance in respect of those Product Orders shall not transfer to assignee unless and until the payment is paid, and (ii) the assignee shall be responsible for any payment (including a Drawdown Payment)

in respect of the Designated Systems in those Product Order(s) that is determined on or after the effectiveness of the assignment to be due.

In the event that the assignee is (a) an Approved Vendor and (b) already a counterparty under a separate SFA agreement of the same contract type with Buyer, then any Product Order(s) so transferred will constitute product order(s) under such assignee's existing agreement under the SFA with Buyer, with the portion of the performance assurance requirement applicable to such assignee's assigned Product Orders calculated based on the performance assurance requirement applicable to such assignee's entire portfolio of product orders and the performance assurance amount that has already been posted under such assignee's existing agreement under the SFA with Buyer. For avoidance of doubt, any assignment by Seller, regardless of whether the assignment made by Seller requires the consent of Buyer, must be made to an assignee with an SFA agreement of the same contract type.

For avoidance of doubt, in the event of a direct assignment by Seller, Surplus RECs shall remain associated with this Agreement; provided, that if Seller is transferring this Agreement in its entirety (with all remaining Product Orders thereunder), then in such instance the Surplus RECs would also transfer and such assignee would assume such Surplus REC Account with respect to this Agreement.

For purposes of providing notice and acknowledging such assignment notice under this Section 13.1, the Parties shall use the forms appended to this Agreement as Exhibit C-4 and Exhibit C-5, as applicable, which form may be updated from time to time.

Following a direct assignment under this Agreement, the affected Product Order(s), including Schedule A, Schedule B (if applicable) and Schedule C to the Product Order, will be amended to account for the assignment with respect to the assignor, with all required information to be provided by the IPA. In addition, following the direct assignment, new or amended Product Order(s) will be generated with respect to the assignee, with all required information to be provided by the IPA.

This Agreement will bind each Party's successors and permitted assigns. Any attempted assignment in violation of this provision will be void *ab initio*."

4. Other.

- (a) Exhibit A (Form of the Product Order) to the REC Contract is hereby stricken from the REC Contract and replaced in its entirety with the Exhibit A that is appended to this Addendum.

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")

Illinois Power Agency
("Party B" or "Buyer")

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signed: _____

Name: _____

Title: _____

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: _____
 Date of Update: _____

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
 = \$ _____

Total value of Product Order at Trade Date = \$ _____

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

 ("Party A" or "Seller")

Illinois Power Agency
 ("Party B" or "Buyer")

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

(date not needed if displayed and
 contained in e-signature)

(date not needed if displayed and
 contained in e-signature)

Signed: _____

Name: _____

Title: _____

Date: _____
(date not needed if displayed and
contained in e-signature)

Signed: _____

Name: _____

Title: _____

Date: _____
(date not needed if displayed and
contained in e-signature)

ADDITIONAL NOTES

Schedule A to Exhibit A

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

Date of Schedule A Creation: _____

Date of Schedule A 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

(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
= \$ _____

(m) Stranded Customer REC Adder, if applicable:

Yes. If yes, Stranded Customer REC Adder value: \$ _____ / REC

No.

If applicable to Community Renewable Energy Generation Project:

(i) Anchor Tenant: _____

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

ADDITIONAL NOTES

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: _____

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: _____

Date of Schedule B 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:

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
= \$ _____
- (u) Stranded Customer REC Adder, if applicable:

 Yes. If yes, Stranded Customer REC Adder value: \$ _____ / REC

 No.

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)

ADDITIONAL NOTES

^{A6} The Subscription size shall be rounded to two (2) decimal places.

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: _____

Delivery Schedule

[to be inserted.]

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

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	

ADDITIONAL NOTES

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

(As permitted under the Section 15.7(j) of the Agreement, the Designated System Removal Notice as issued may contain certain differences that are non-material in nature to facilitate the administration of the Agreement. If there are any conflicts between information in the Designated System Removal Notice and the main body of the Agreement, the terms and conditions set forth in the main body of the Agreement shall govern.)

(To be provided by Seller or Buyer or the IPA (as applicable) for the removal of a Designated System from a Product Order under this Agreement pursuant to but not limited to Section 2.2(a), Section 2.2(b), Section 2.2(c), 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 3.6, 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 approving the IPA’s Long-Term Renewable Resources Procurement Plan developed pursuant to Sections 1-56(b) and 1-75(c) of the IPA Act and Section 16-111.5 of the Public Utilities Act, 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, if applicable, 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 pursuant to Section 7.1(e) (including an allowance for a downward adjustment of a Letter of Credit, if applicable).

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.

Buyer's Acknowledgement of Designated System Removal

For Buyer:

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Seller's Acknowledgement of Receipt

Signature: _____

Name: _____

Title: _____

Date: _____

Designated System Removal Notice to Exhibit A

ATTACHMENT A to the Designated System Removal Notice

REMOVED DESIGNATED SYSTEMS

<u>A.</u> <u>Designated System ID No.</u>	<u>B.</u> <u>Product Order (Batch) ID No.</u> * indicates entire Product Order removed	<u>C.</u> <u>Trade Date</u>	<u>D.</u> <u>Reason for Removal</u> (codes A through T as outlined below)	<u>E.</u> <u>Performance Assurance Amount held by Buyer associated with Designated System before Seller's payment in Column F</u>	<u>F.</u> <u>Amount owed by Seller to Buyer due to removal</u>	<u>G.</u> <u>Form of payment</u> (cash or forfeiture of Performance Assurance)	<u>H.</u> <u>Effective Date of removal</u>

Reasons for Removal: Alphabetic codes

A: The Designated System was determined to be noncompliant with the requirements under Section 2.2(a), 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 removed.
Resulting payment: Seller pays the sum of (i) the Collateral Requirement with respect to such Designated System and (ii) one hundred ten percent (110%) of the total payments Seller has received from Buyer associated with RECs from such Designated System.

B: The Designated System was determined to be noncompliant with the requirements under Section 2.2(b), 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 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.

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 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 and the IPA granted the request.

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

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. If the previously forfeited amount is not entirely required to meet the Collateral Requirement of such newly approved Designated System as required by the previous sentence, the excess amount will be refunded to Seller.

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 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-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 Seller failed to perform a material covenant or obligation tied to the Designated System; or 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 estimated at the time of such non-conformance associated with 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 ≤ 5 kW), and Seller failed to remedy such deficiency in a timely manner pursuant to Section 4.1(b); the Designated System was thus 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 and the IPA 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 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 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, prior to the prevailing Scheduled Energized Date, has determined that a Designated System will not be constructed and provides written notice to Buyer and the IPA of such determination pursuant to Section 2.4(d) of this Agreement.

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

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 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 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 the IPA is unable to verify the fulfillment of such attributes in the Part II Application process, 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 required under Section 2.7(c), 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 calculated at the time of the Trade Date and (ii) one hundred percent (100%) of the total payments Seller has received from Buyer associated with RECs from such Designated System.

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 removed pursuant to Section 3.6 due to consumer protection concerns and shall be reassigned to another Product Order.

Resulting payment: N/A

ADDITIONAL NOTES
