

**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 [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 Adjustable Block Program (“ABP”) for the purchase of Renewable Energy Credits (“RECs”) by Buyer for which Transaction(s) under the REC Contract have been awarded pursuant to the ABP 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 6.2 of the REC Contract is hereby stricken from the REC Contract and replaced in its entirety with the following:

**“6.2 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.<sup>A1</sup> For avoidance of doubt, the REC Annual Report is required by Seller 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

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<sup>A1</sup> 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.

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(f)."

- (b) References to "July 15" in Sections 1.78, 4.1(b)(i), 6.3 and Exhibit C-3 shall be stricken and replaced with "August 1".
- (c) References to "October 13" in Section 4.1(b)(ii) shall be stricken and replaced with "October 30".
- (d) References to "January 11" in Section 4.1(b)(ii) shall be stricken and replaced with "January 28".
- (e) 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 1.19 of the REC Contract is hereby stricken from the REC Contract and replaced in its entirety with the following:

"1.19 "Collateral Requirement" means, (i) with respect to a Designated System that is not Energized, an amount equal to five percent (5%) of the multiplicative product of the (a) Proposed Price (less Stranded Customer REC Adder, if applicable) and (b) Designated System Expected Maximum REC Quantity; and means (ii) with respect to a Designated System that is Energized, whether or not it has 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) Designated System Contract Maximum REC Quantity. For avoidance of doubt, 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 following the final

Delivery Year that falls (fully or partially) within the Designated System’s Delivery Term.”

- (b) Section 1.24 of the REC Contract is hereby stricken from the REC Contract and replaced in its entirety with the following:

“1.24 “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; the Contract Price shall be the Proposed Price, unless adjusted pursuant to Section 2.5(a)(i), and shall be inclusive of the Stranded Customer REC Adder, if applicable, as indicated in Schedule B of the Product Order.”

- (c) Section 1.73 of the REC Contract is hereby stricken from the REC Contract and replaced in its entirety with the following:

“1.73 “Proposed Price” means, with respect to a Designated System, the REC price applicable to the Designated System as established under the ABP 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.”

- (d) Section 1.89.1 is hereby added to the REC Contract as follows:

“1.89.1 “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.”

- (e) Section 1.89.2 is hereby added to the REC Contract as follows:

“1.89.2 “Stranded Customer REC Adder True-Up Adjustment” is defined in Section 5.8.”

- (f) Section 5.8 is hereby added to the REC Contract as follows:

**“5.8 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 5.8(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 be 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 be in accordance with Sections 5.1 and 5.2."

### **3. Implementation of Escrow Process**

- (a) Section 1.45.1 is hereby added to the REC Contract as follows:

"1.45.1 "Escrow Agent" shall mean the entity retained by the IPA that is responsible for implementing the escrow process pursuant to Section 5.7."

- (b) Section 5.2 of the REC Contract is hereby stricken from the REC Contract and replaced in its entirety with the following:

#### **"5.2 Payment.**

All invoices, timely submitted, under this Agreement shall be payable and due on the last Business Day of the month in which the invoice is rendered or on the last Business Day of the following month if the payment is the first payment made under this Agreement; provided that all Seller's invoices must be accompanied by the latest Quarterly Netting Statement issued to Seller by the IPA and the invoice amount associated with a Designated System shall not cause the payment to be made to cumulatively exceed the Maximum Allowable Payment associated with such Designated System or cause the payment to be made to cumulatively exceed the Annual Allowable Payment for the Delivery Year as specified in such Quarterly Netting Statement. All payments by Buyer are subject to Section 5.4.

If, as of a given invoice, in aggregate payments made for a Delivery Year for REC Deliveries from a Designated System have reached the Annual Allowable Payment for such Delivery Year, then any Surplus RECs shall be included in the invoice due in the upcoming October after that Delivery Year provided that the invoice amount associated with such Designated System shall not cause the payment to be made to cumulatively exceed the Maximum Allowable Payment associated with such Designated System or cause the payment to be made to cumulatively exceed the Annual Allowable Payment for such Delivery Year. Once payment has occurred, the Surplus RECs that have been paid shall cease to be Surplus RECs.

For avoidance of doubt, the first Quarterly Period in a Delivery Year shall be the Quarterly Period from June through August and shall be associated with the Invoice Due Date of the tenth (10th) day of October; and the last Quarterly Period in a Delivery Year shall be the Quarterly Period starting from March through May and shall be associated with the

Invoice Due Date of the tenth (10th) day of July.

Buyer will make payments in accordance with the applicable invoice instructions by electronic funds transfer, or by other mutually agreed methods, to the account designated in Exhibit B, unless otherwise specified in Section 5.7.

Further, with respect to a Designated System that is in the EEC Category, the foregoing shall be subject to Section 5.6 below.”

(c) Section 5.7 is hereby added to the REC Contract as follows:

**“5.7 Escrow Process.**

(a) In the event that the IPA determines that Seller’s conduct (or the conduct of Seller’s affiliate) creates or indicates an unreasonable risk to Seller’s customers as to the receipt of contractually-promised REC incentive payments, the IPA shall require all subsequent payments under this Agreement to Seller be held in escrow and disbursed in accordance with the provisions of this Section 5.7. The IPA shall only make this determination upon its finding that Seller has not met its contractual obligations to pass through incentive payments to at least five (5) customers (based on complaints received from such customers within any 180-day period) and after giving Seller appropriate notice and an opportunity to (a) respond satisfactorily to those customer complaints and/or (b) demonstrate that Seller’s conduct does not create such unreasonable risk to customers. If the IPA makes such a determination, it shall notify Buyer and provide Buyer with the opportunity to object in writing within five (5) Business Days of such notice.

(b) If Buyer does not object to the escrow process pursuant to Section 5.7(a), the IPA shall provide notice to Seller that the determination has been made to implement the escrow process and shall provide Seller an opportunity to appeal. If the Seller does not appeal or the appeal is denied, the IPA shall provide notice to Buyer, Seller, and the affected customers to confirm that the escrow process is being implemented. In addition, the IPA shall provide notice to Buyer and Seller of the name, address and contact information for the Escrow Agent and payment instructions. The payment instructions shall remain in effect until the IPA shall notify Buyer and Seller in writing of (i) a change in those payment instructions, in which case such changed payment instructions shall apply, or (ii) the termination of the escrow process, in which case the payment instructions in effect prior to the implementation of the escrow process shall apply.

(c) If an escrow process is implemented, Buyer shall make all payments otherwise due Seller under this Agreement to the identified Escrow Agent unless Buyer has otherwise agreed to make those payments pursuant to a prior agreement with a lender or collateral agent for Seller. Buyer’s payments to Escrow Agent according to the payment instructions provided pursuant to Section 5.7(b) shall be deemed payments to Seller. For avoidance of doubt, Seller is required to invoice Buyer in accordance with Section 5.1 and Seller shall remain responsible for invoicing requirements regardless of whether the escrow process is implemented or not.

(d) The IPA shall determine whether payments to be made from the escrow account are due to customers associated with each Designated System and may direct the Escrow Agent to distribute payments to the affected customer associated with each affected Designated System. The IPA shall direct the Escrow Agent to disburse the funds

remaining in escrow to Seller. In the event of an overpayment by Buyer to the Escrow Agent, the IPA shall instruct the Escrow Agent to return the overpayment to Buyer. Buyer shall have no authority or responsibility to direct or instruct the Escrow Agent and shall have no responsibility for the actions or inactions of the Escrow Agent or the IPA in respect of the escrow process.

(e) Upon a satisfactory showing by Seller, the IPA may determine that Seller's direct receipt of payments no longer presents an unreasonable risk of non-payment of contractually-promised REC incentive payments to customers, and the IPA may reverse the implementation of the escrow process, such that payments are once again made directly from Buyer to Seller. The IPA shall provide written notice to Buyer and Seller of any such determination."

#### **4. Implementation of Unbatching Mechanism and Assignment Fee Waiver**

(a) Section 3.4 is hereby added to the REC Contract as follows:

##### **"3.4 Transfer of Designated Systems to New Product Orders.**

(a) 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.<sup>A2</sup>"

(b) Section 13.1 of the REC Contract 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

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<sup>A2</sup> For avoidance of doubt, this Section 3.4 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.

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 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 ABP. 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.

Notwithstanding any of the foregoing, if a Product Order includes a Designated System that is in the Equity Eligible Contractor Category, as indicated in Schedule A (and Schedule B, if applicable) to the Product Order that is applicable to such Designated System, Seller may not transfer or assign such Product Order to an entity that is not an Equity Eligible Contractor, prior to the date that is six (6) years after the verification of Seller's ABP Part II Application.

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 ABP, 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 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 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 ABP 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 ABP 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 ABP 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 ABP agreement with Buyer of the same contract type.

In the event Seller makes a direct assignment of Product Order(s) under this Agreement or an assignment of the Agreement in its entirety, a fee of one thousand five hundred dollars (\$1,500) will apply payable to Buyer at the time of such assignment; provided that, if such first direct assignment is to an Affiliate of Seller, no such fee shall apply. Any subsequent direct assignments of prior-assigned Product Order(s) or subsequent assignments of this Agreement in its entirety by Seller, regardless of whether to an Affiliate or a non-Affiliate, may not occur within thirty (30) Business Days since the prior assignment was made and will have a fee of five thousand dollars (\$5,000) payable to Buyer at the time of such assignment. Notwithstanding the foregoing, the assignment fee shall be waived if the assignment is related to a consumer protection issue as determined by the IPA.

For purposes of calculating assignment fees, if the assignee is a financing party that has foreclosed on collateral pledged or collaterally assigned as described above and that financing party reassigns Product Orders to an Approved Vendor within the permitted



one hundred eighty (180) day period, both the direct assignment to that financing party resulting from the foreclosure and the reassignment to the Approved Vendor shall constitute a single assignment.

For avoidance of doubt, in the event of a direct assignment by Seller, a Surplus REC Account associated with a Designated System that is part of the assignment shall also transfer and such assignee would assume such Surplus REC Account associated with such Designated System.

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 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 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*."

**5. 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")

\_\_\_\_\_  
("Party B" or "Buyer")

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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: \_\_\_\_\_

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")

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

\_\_\_\_\_

("Party B" or "Buyer")

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, Block: \_\_\_\_\_

(d) Category:

Community Solar set forth in Section 1-75(c)(1)(K)(iii) of IPA Act

Public Schools set forth in Section 1-75(c)(1)(K)(iv) of IPA Act

Equity Eligible Contractor set forth in Section 1-75(c)(1)(K)(vi) and Section 1-75(c)(1)(L)(iv) of IPA Act

Public School - Small Distributed Generation system

Public School - Large Distributed Generation system

Public School - Community Solar system  Traditional Community Solar system set forth in Section 1-75(c)(1)(K)(iii) of IPA Act

(e) Class of Resource:

Distributed Renewable Energy Generation Device

Community Renewable Energy Generation Project

(f) Prevailing Wage Act requirement applicable:

Yes

No

(g) Equity Eligible Contractor (Reflects Approved Vendor designation, not necessarily the application Category, see (d) for project Category):

Yes

No

(h) Scheduled Energized Date: \_\_\_\_\_

- (i) Proposed Price = \$\_\_\_\_/REC
- (j) Proposed Capacity Factor: \_\_\_\_%
- (k) Proposed Nameplate Capacity: \_\_\_\_\_kW (AC Rating)
- (l) Designated System Expected Maximum REC Quantity = \_\_\_\_\_RECs
- (m) Collateral Requirement  
= 5% x Proposed Price x Designated System Expected Maximum REC Quantity  
= \$\_\_\_\_\_
- (n) Advance of Capital = \$\_\_\_\_\_
- (o) Date IPA approved the Advance of Capital = \_\_\_\_\_; Amount Approved: \$\_\_\_\_\_
- (p) Stranded Customer REC Adder applicable:
  - Yes. If yes, Stranded Customer REC Adder value: \$\_\_\_\_\_/ REC
  - No.

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, Category, Block: \_\_\_\_\_

(e) Class of Resource:

Distributed Renewable Energy Generation Device

Community Renewable Energy Generation Project

(f) School Project

Yes (\_\_\_% of Actual Nameplate Capacity Subscribed by a public school).

No

(g) Prevailing Wage Act requirement applicable:

Yes

No

(h) Equity Eligible Contractor (Reflects Approved Vendor designation, not necessarily the application Category, see (d) for project Category):

Yes

No

(i) Advance of Capital been received:

Yes

Advance of Capital: \$ \_\_\_\_\_

No

(j) Date of Final Interconnection Approval: \_\_\_\_\_

(k) Date of Energization: \_\_\_\_\_

(l) Contract Price = \$\_\_\_\_\_/REC

(m) Actual Capacity Factor: \_\_\_\_\_%

(n) Contract Capacity Factor: \_\_\_\_\_%

(o) Year-1 Contract Capacity Factor: \_\_\_\_\_%

(p) Actual Nameplate Capacity: \_\_\_\_\_kW (AC Rating)

(q) Contract Nameplate Capacity: \_\_\_\_\_kW (AC Rating)

(r) Designated System Contract Maximum REC Quantity = \_\_\_\_\_RECs

(s) Collateral Requirement  
= \$ \_\_\_\_\_

(t) Maximum Allowable Payment = \$ \_\_\_\_\_

(u) Stranded Customer REC Adder 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:

Percent of Actual Nameplate Capacity being Subscribed = \_\_\_\_\_%

Community Solar Subscription Mix = \_\_\_\_\_%

Standing Order: \_\_\_\_\_% of Actual Nameplate Capacity



**Subscriber Information**

Unique Subscriber Identifier	Subscription Size (kW) <sup>1</sup>	Qualified Small Subscriber (Y/N)	Subscription Start Date	Subscription End Date (if applicable)

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: \_\_\_\_\_

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<sup>A3</sup> The Subscription size shall be rounded to two (2) decimal places.

**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 (kW)	Actual Nameplate Capacity (kW)	Contract Nameplate Capacity (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 2.2(d), Section 2.2(e), Section 2.4(b)(iii), Section 2.4(d), Section 2.4(f), Section 2.4(g), Section 2.5(b), Section 2.7, Section 3.4, Section 4.1(b)(ii), Section 4.2(f), Section 7.2, and Section 10.1)*

Notice Date: \_\_\_\_\_

Reference is made to Adjustable Block Program (“ABP”) Contract No. \_\_\_\_\_, including associated Product Orders (together, the “ABP 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(c) (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 ABP 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: \_\_\_\_\_

**Designated System Removal Notice to Exhibit A**

**ATTACHMENT A to the Designated System Removal Notice**

**REMOVED DESIGNATED SYSTEMS**

<u>A.</u> <u>Designated</u> <u>System ID</u> <u>No.</u>	<u>B.</u> <u>Product</u> <u>Order</u> <u>(Batch) ID</u> <u>No.</u> * indicates entire Product Order removed	<u>C.</u> <u>Trade</u> <u>Date</u>	<u>D.</u> <u>Reason</u> <u>for</u> <u>Removal</u> (codes A through U as outlined below)	<u>E.</u> <u>Performance</u> <u>Assurance</u> <u>Amount held</u> <u>by Buyer</u> <u>associated with</u> <u>Designated</u> <u>System before</u> <u>Seller's</u> <u>payment in</u> <u>Column F</u>	<u>F.</u> <u>Amount</u> <u>owed by</u> <u>Seller to</u> <u>Buyer</u> <u>due to</u> <u>removal</u>	<u>G.</u> <u>Form of</u> <u>payment</u> (cash or forfeiture of Performance Assurance)	<u>H.</u> <u>Effective</u> <u>Date of</u> <u>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, including any Advance of Capital.*

**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, including any Advance of Capital.*

**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, including any Advance of Capital.*

**D:** 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 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, including any Advance of Capital.*

**E:** 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: Buyer provides to Seller a refund of any extension fees that have been paid plus the portion of its Performance Assurance in the amount of the Collateral Requirement associated with such Designated System and the IPA granted the request. If Seller has received any Advance of Capital, Seller shall return such Advance of Capital in accordance with Section 5.6.*

**F:** 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. If Seller has received any Advance of Capital, Seller shall return such Advance of Capital in accordance with Section 5.6.*

**G:** 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 ABP application of the Designated System is approved by the ICC for inclusion in this Agreement or an agreement between Buyer and Seller under the ABP 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. If Seller has received any Advance of Capital, Seller shall return such Advance of Capital in accordance with Section 5.6.*

**H:** Seller exercised its right to remove the Designated System for the purpose of re-applying to the ABP 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. If Seller has received any Advance of Capital, Seller shall return such Advance of Capital in accordance with Section 5.6.*

**I:** 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 ABP application of the Designated System is approved by the ICC for inclusion in this Agreement or an agreement between Buyer and Seller under the ABP 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. 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. If Seller has received any Advance of Capital, Seller shall return such Advance of Capital in accordance with Section 5.6.*

**J:** 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 ABP; or is materially non-conforming with the information previously submitted by Seller to the IPA about that Designated System, and the 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, including any Advance of Capital.*

**K:** 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 Collateral Requirement with respect to such Designated System. If Seller has received any Advance of Capital, Seller shall return such Advance of Capital in accordance with Section 5.6.*

**L:** 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. If Seller has received any Advance of Capital, Seller shall return such Advance of Capital in accordance with Section 5.6.*

**M:** 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 there are RECs that have been Delivered that are eligible for payment but are unpaid, then Buyer shall make such payment to Seller. If there are RECs that have been Delivered, but that are not eligible for payment as of the date of removal of such Designated System, then Buyer shall return such unpaid RECs to Seller.. Upon such return, Seller may request for the reduction of a portion of the Performance Assurance Amount attributable to such Designated System. If Seller has received any Advance of Capital, Seller shall return such Advance of Capital in accordance with Section 5.6.*

**N:** 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. If Seller has received any Advance of Capital, Seller shall return such Advance of Capital in accordance with Section 5.6*

**O:** [RESERVED]

**P:** 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 there are RECs that have been Delivered that are eligible for payment but are unpaid, then Buyer shall make such payment to Seller. If there are RECs that have been Delivered, but that are not eligible for payment as of the date of removal of such Designated System, then Buyer shall return such unpaid RECs to Seller. Upon such return, Seller may request for the reduction of a portion of the Performance Assurance Amount attributable to such Designated System. If Seller has received any Advance of Capital, Seller shall return such Advance of Capital in accordance with Section 5.6*

**Q:** [RESERVED]

**R:** The Designated System was (i) determined to be noncompliant with the requirements under Section 2.2(e), 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 (ii) Seller or its contractors were not exempt from the requirements under Section 2.2(e) as indicated in Schedule A to the Product Order, 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, including any Advance of Capital.*

**S:** With respect to a Designated System that received additional points in the ABP 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 2.7(a).

*Resulting payment: Seller pays to Buyer the Collateral Requirement with respect to such Designated System. If Seller has received any Advance of Capital, Seller shall return such Advance of Capital in accordance with Section 5.6.*

**T:** The Designated System was removed pursuant to Section 4.2(f) 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, such as any Advance of Capital, 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).*

**U:** The Designated System was removed pursuant to Section 3.4 due to consumer protection concerns and shall be reassigned to another Product Order.

*Resulting payment: N/A*

ADDITIONAL NOTES
