# ADDENDUM TO MASTER RENEWABLE ENERGY CERTIFICATE PURCHASE AND SALE AGREEMENT

Contract Number:
THIS ADDENDUM ("Addendum") to the Master Renewable Energy Certificate 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")

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-

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

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;

**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

0714, dated on February 20, 2024;

- (a) Section 10(c) of the Cover Sheet shall be stricken and replaced in its entirety with the following:
  - "(c) Seller shall submit to Buyer and the IPA a REC Annual Report substantially in the form of Exhibit D by August 1 following the end of each Delivery Year. 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. 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 D by October 30 following such submission deadline is an Event of Default."

- (b) References to "July 15" in Section 1.54.2 of the Agreement as added in Section 13 of the Cover Sheet, and Exhibit D shall be stricken and replaced with "August 1".
- (c) References to "November 15" in Section 6(d) of the Cover Sheet and Exhibit G shall be stricken and replaced with "December 2".

#### 2. Implementation of Stranded Customer REC Adder

- (a) Section 5(e)(iii)(A) of the Cover Sheet shall be stricken and replaced in its entirety with the following:
  - "(A) the Contract Price for purposes of payment shall remain unchanged from the Proposed Price indicated in Schedule A to the Product Order applicable to such Designated System. For avoidance of doubt, the Contract Price for purposes of payment shall not include any additional adders that may be applicable to smaller sized generating units under the ABP, but shall be inclusive of the Stranded Customer REC Adder, if applicable, as indicated in Schedule B of the Product Order; and"
- (b) Section 1.15.2 of the Agreement as added in Section 13 of the Cover Sheet shall be stricken and replaced in its entity with the following:

""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, an amount equal to five percent (5%) of the multiplicative product of the (a) Contract Price (less Stranded Customer REC Adder, if applicable), (b) 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. 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 or (ii) upon the conclusion of the annual review process pursuant to Section 6(d) of the Cover Sheet following the final Delivery Year that falls (fully or partially) within the Designated System's Delivery Term."

(c) Section 1.16.2 of the Agreement as added in Section 13 of the Cover Sheet shall be stricken and replaced in its entirety with the following:

""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 may be adjusted pursuant to Section 5(e)(iv) of the Cover Sheet and shall be inclusive of the Stranded Customer REC Adder, if applicable, as indicated in Schedule B of the Product Order."

(d) Section 1.51.2 of the Agreement as added in Section 13 of the Cover Sheet shall be stricken and replaced in its entirety with the following:

""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."

(e) Section 1.62.1.1 is hereby added to the Agreement as follows:

""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 1.62.1.2 is hereby added to the Agreement as follows:

""Stranded Customer REC Adder True-Up Adjustment" is defined in Section 2.2.2 of the Agreement."

(g) Section 2.2.2 is hereby added to the Agreement as follows:

#### "2.2.2 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 onetime 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 2.2.2(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 payment schedule associated with the Designated System in accordance with Section 2.2 of this Agreement.
- (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 payment schedule as indicated in Section 2.2 of this Agreement."

(h) The second footnote in Exhibit H of the Agreement shall be stricken and replaced in its entirety with the following:

"For purposes of this illustrative example, it is assumed that Seller has not proposed in its ABP Part 1 application for at least fifty percent (50%) of the Designated System's Actual Nameplate Capacity to be subscribed by Small Subscribers. As such, the payment adjustment pursuant to Section 5(e)(iv)(E) of the Cover Sheet shall not apply. Also, this example assumes that the Stranded Customer REC Adder does not apply."

#### 3. Implementation of Escrow Process

(a) Section 1.28.1 is hereby added to the Agreement as follows:

"Escrow Agent" shall mean the entity retained by the IPA that is responsible for implementing the escrow process pursuant to Section 2.2.1 of the Agreement."

(b) Section 2.2 of the Agreement as modified in Section 13 of the Cover Sheet shall be stricken and replaced in its entity with the following:

"During the Term of this Agreement, Seller will render to the Buyer an invoice by electronic mail for the payment obligations of Buyer to Seller on or after the first (1st) day of the month, but no later than the tenth (10th) day of the month (the "Invoice Due Date") of September, December, March and June if there are amounts eligible for payment by Buyer to Seller. 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 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 shall not cause the payment to be made to cumulatively exceed the Maximum Allowable Payment specified in such Quarterly Netting Statement. The IPA shall endeavor, on a commercially reasonable efforts basis, to issue to Seller such Quarterly Netting Statement by the first business day of the month following the conclusion of a Quarterly Period if there is a change to the Maximum Allowable Payment that can be made under the Agreement since the last issuance of the Quarterly Netting Statement.

For purposes of payment, the Quarterly Netting Statement will reflect (a) a one-time full payment of one hundred percent (100%) of the REC Purchase Payment Amount associated with a Designated System if such Designated System is a Distributed Renewable Energy Generation Device that is Energized and its Contract Nameplate Capacity is equal to or less than 10.00kW and (b) a first payment of twenty percent (20%) of the REC Purchase Payment Amount with the remaining balance of the REC Purchase Payment Amount eligible to be made ratably over the subsequent 16 quarterly periods if such Designated System is a Community Renewable Energy Generation Project that is Energized or a Distributed Renewable Energy Generation Device that is Energized and its Contract Nameplate Capacity is greater than 10.00 kW.

Further, if the IPA delivers notice to Buyer that any portion of the Product Delivered by Seller does not conform to the requirements of this Agreement (such Product the "Non-Conforming Product"), Buyer's payment obligation with respect to any Non-Conforming Product shall be excused.

No more than one (1) invoice will be processed for payment for each Quarterly Period. If Seller fails to render an invoice by the Invoice Due Date, no payment will be processed for that Quarterly Period. For any amounts associated with late invoices, those amounts shall be eligible to be included in the following Quarterly Period's invoice for subsequent payment. Buyer shall not be obligated to pay any invoice that is delivered more than six (6) months after the end of the Term of this Agreement.

Each invoice shall include: (a) the invoice amount, (b) the cumulative amount that has been received by Seller under this Agreement, (c) the Maximum Allowable Payment indicated in the most recent Quarterly Netting Statement and (d) the applicable PJM EIS GATS and/or M-RETS Unit IDs of Designated Systems that have been Energized.

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 the Notices section of the Cover Sheet, unless otherwise specified in Section 2.2.1. If the invoice amount is in dispute and such dispute is unresolved within five (5) Business Days following the Invoice Due Date, then the undisputed amount will be paid on or before 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.

Buyer may, in good faith, dispute the correctness of any invoice within six (6) months after receipt of such invoice. Any invoice dispute must be in writing and state the basis for the dispute, which must be made in good faith. Subject to Section 5.4 of this Agreement, a Party may withhold payment of the disputed amount until two (2) Business Days following the resolution of the dispute, and any amounts not paid when originally due and subsequently determined to be due and payable will bear interest at the Default Rate from the due date as originally invoiced.

Any undisputed amounts not paid by the applicable due date are delinquent and will accrue interest at the Default Rate. Inadvertent overpayments will be returned upon request or credited by the Party receiving such overpayment against amounts subsequently due from the other Party, with interest at the Default Rate from and including the date of such overpayment. Any dispute with respect to an invoice is waived unless the disputing Party notifies the other Party in accordance with this Section 2.2 within six (6) months after the invoice is rendered. If final resolution of the dispute is not completed within sixty (60) days after notification of the dispute, the Parties shall be free to pursue any available legal or equitable remedy.

Buyer is allowed to recover all costs and other amounts incurred under the Agreement from its customers pursuant to a pass-through tariff that is authorized by section 16-111.5(l) of the Public Utilities Act (220 ILCS 5/16-111.5(l)) and approved by the ICC. If, for whatever reason, Buyer is not allowed to or cannot recover such costs from its customers through its pass-through tariffs, then, notwithstanding anything to the contrary in the Agreement, the obligations of both Seller and Buyer, including Delivery of and payment for RECs, shall be suspended upon written notice from Buyer to Seller until Buyer provides written notice to Seller that Buyer is able to recover all of its costs under this Agreement through its pass-through tariff, whereupon the respective rights and obligations of the Parties under this Agreement shall resume as of the effective date indicated in such notice (pro-rated, as applicable, based on the duration of such suspension). During any such Suspension Period, Seller shall have no obligations to Buyer with respect to RECs from the Designated

System(s) except for RECs that have already been paid. If the Suspension Period continues for more than three hundred sixty-five (365) consecutive days, then Seller may terminate this Agreement and if the Suspension Period continues for more than seven hundred thirty (730) consecutive days, then Buyer may terminate this Agreement. No Settlement Amount or Termination Payment shall be due from or to either party as a result of any such termination."

(c) Section 2.2.1 is hereby added to the Agreement as follows:

#### "2.2.1 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 2.2.1. 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 2.2.1(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 2.2.1(b) shall be deemed payments to Seller. For avoidance of doubt, Seller is required to invoice Buyer in accordance with Section 2.2 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. <u>Implementation of Unbatching Mechanism and Assignment Fee Waiver</u>

(a) Section 12.1 is hereby added to the Cover Sheet of the Agreement as follows:

#### "12.1 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), and Schedule C 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 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>A1</sup>"

(b) Section 9.2 of the Agreement as modified in Section 13 of the Cover Sheet shall be stricken and replaced in its entity with the following:

#### "9.2 <u>Assignment.</u>

\_

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.

<sup>&</sup>lt;sup>A1</sup> For avoidance of doubt, this Section 12.1 of the Cover Sheet 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 9.2 of the Agreement, which requires that any assignment be for a minimum of one or more Product Orders in their entirety.

Buyer may not assign Buyer's rights and obligations under this Agreement without the prior written consent of the 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 the Buyer, which consent shall not be unreasonably withheld, conditioned or delayed; provided that any such assignment (i) shall be a minimum of one or more Product Orders in their entirety and (ii) may be made no earlier than the greater 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 Collateral Requirement associated with all Designated Systems in Seller's 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 REC Contract 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.

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 4.3 of this Agreement. 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 ABP REC Contract with Buyer, then any Product Order(s) so transferred will constitute Product Order(s) under such assignee's existing REC Contract under the ABP with Buyer, with the portion of the Performance Assurance Amount applicable to such assignee's assigned Product Orders calculated based on the Performance Assurance Amount 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 REC Contract 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 the Buyer at the time of such assignment; provided that, if such 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 may not occur within 30 Business Days since the prior assignment was made and will have a fee of five thousand dollars (\$5,000) payable to the 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, Surplus RECs shall remain associated with the Master Agreement that included the Designated Systems having produced such Surplus RECs; 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(s) with respect to such Designated System(s).

Following a direct assignment under this Agreement, the affected Product Order(s), including Exhibit A, Schedule A to Exhibit A, Schedule B to Exhibit A (if applicable), and Schedule C to Exhibit A, 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 <u>each Batch</u> of Designated Systems approved by the ICC)

Contract Number:			
REC Contract Effective Date:			
Trade Date:			
Date of Update:			
Buyer:			
Seller:			
Approved Vendor ID:			
Batch ID:			
1	Designated Systems include	d in Batch	
Designated System ID	Proposed Nameplate Cap	pacity Col	lateral Requirement
	k		•
	k'	W \$	
	k	W \$	
Batch sum of Proposed Nameplat Initial Performance Assurance Ar	•	•	
(Seller's Performance Assurance	is due to Buyer within 30 Bus	siness Days of Tra	nde Date).
("Party A" or "Seller")	("Party	B" or "Buyer")	
Signed:	Signed:		
Name:	Name:_		
Title:	Title:		
Date:(date not needed if displa	Date:	(date not needed	if diamlayed and
(date not needed if displacement of the contained in e-signal	ayed and cure)	contained in	

ADDITIONAL NOTES		

## Schedule A to Exhibit A

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

Date of Schedule A Creation: Date of Schedule A Update:
(a) Designated System ID:
(b) System Address:
(c) Group, Category, Block:
(d) Class of Resource:
(a)[] Distributed Renewable Energy Generation Device
(b)[] Community Renewable Energy Generation Project
(e) Scheduled Energized Date:
(f) Proposed Price = \$/REC
(g) Capacity Factor:%
(h) Proposed Nameplate Capacity:kW (AC Rating)
(i) Designated System Expected Maximum REC Quantity =RECs
(j) Collateral Requirement = 5% x Proposed Price x Designated System Expected Maximum REC Quantity = \$
(k) 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) Small Subscriber Lottery Claim: [Y/N] (ii) % Small Subscriber (Intended):
ADDITIONAL NOTES

TO BE USED IN CASE OF SYSTEM REMOVAL
Date of removal from REC Contract:
Basis for removal from REC Contract (including authorizing Section of REC Contract):
Disposition of Collateral Requirement upon removal:

## Schedule B to Exhibit A

 $(One \ Schedule \ B \ form \ to \ be \ completed \ for \ \underline{each \ Designated \ System} \ on \ Date \ of \ Energization)$ 

	of Schedule B Creation: of Schedule B Update:
(a) I	Designated System ID:
(b) T	Tracking System:
	[ ] PJM-EIS GATS
	[] M-RETS ID:
(c) S	System Address:
(d) C	Group, Category, Block:
(e) C	Class of Resource:
	[ ] Distributed Renewable Energy Generation Device
	[ ] Community Renewable Energy Generation Project
(f) I	Date of Final Interconnection Approval:
(g) I	Date of Energization:
(h) (	Contract Price = \$/REC
(i) (	Capacity Factor:%
(j) A	Actual Nameplate Capacity:kW (AC Rating)
(k) (	Contract Nameplate Capacity:kW (AC Rating)
(l) I	Designated System Contract Maximum REC Quantity =RECs
	REC Purchase Payment Amount = Contract Price x Designated System Contract Maximum REC Quantity.
=	Collateral Requirement = 5% x Contract Price x Designated System Contract Maximum REC Quantity = \$
(o) S	Stranded Customer REC Adder, if 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 REC Contract:
Basis for removal from REC Contract (including authorizing Section of REC Contract):
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 updated by the IPA upon a size change or removal of a Designated System)

Application ID:		
REC Contract Effective Date		
rade Date:		
chedule C Update Date:		
uyer:		
eller•		
eller:approved Vendor ID:		
T	Jpdated Designated Systems included	in Ratch
	punted Designated Systems mended	in Buch
		1 1 1 2 1
Designated System ID	Proposed Nameplate Capacity	Actual Nameplate Capacity (if
Designated System ID	Proposed Nameplate Capacity	Actual Nameplate Capacity (if different)
Designated System ID	Proposed Nameplate Capacity  kW	
Designated System ID		different)
Designated System ID	kW kW kW	different)  kW kW kW
Designated System ID	kW kW kW kW	different)  kW kW kW kW
Designated System ID	kW kW kW kW	different)  kW kW kW kW kW
Designated System ID	kW kW kW kW	different)  kW kW kW kW