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Master Renewable Energy Credit Purchase and Sale Agreement (DRAFT)

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MASTER RENEWABLE ENERGY CREDIT PURCHASE AND SALE AGREEMENT

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MASTER RENEWABLE ENERGY CREDIT PURCHASE AND SALE AGREEMENT

THIS RENEWABLE ENERGY CREDIT AGREEMENT (the "Agreement") is entered into as of this ___ day of _______, 20__ (the "Effective Date"), 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, the Illinois Power Agency ("IPA") has established the Illinois Adjustable Block Program ("ABP") for the purchase of Renewable Energy Credits ("RECs") by Illinois electric utilities for which Transaction(s) under this Agreement have been awarded pursuant to the ABP and have been approved by the Illinois Commerce Commission ("ICC");

WHEREAS, pursuant to the ABP, Buyer and Seller agreed to enter into this Agreement to set forth the terms and conditions of the Transaction(s) entered into by the Parties; and

WHEREAS, each of Buyer and Seller believes it is in its best interest to enter into this Agreement including all Product Order(s) hereunder;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1: DEFINITIONS

1.1 "ABP" means the Illinois Adjustable Block Program established under 20 Ill. Comp. Stat. 3855/1-75 or successor.

1.2 "ABP Part I Application" means, with respect to a Designated System, the initial application under the ABP, which contains proposed information related to such Designated System.

1.3 "ABP Part II Application" means, with respect to a Designated System, the second part of the application under the ABP, which contains information demonstrating the completion of such Designated System.

1.4 "Actual Capacity Factor" means, with respect to a Designated System, the capacity factor of such Designated System indicated by Seller in its ABP Part II Application and as recorded in Schedule B to the Product Order. The Actual Capacity Factor shall be less than or equal to the Proposed Capacity Factor.[1]

1.5 "Actual Nameplate Capacity" means, with respect to a Designated System, the actual Nameplate Capacity of such Designated System recorded immediately prior to Energization, as indicated by Seller in its ABP Part II Application and as recorded in Schedule B to the Product Order.

1.6 "Affiliate" means, with respect to any person, any other person (other than an individual) that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such person, with "control" meaning the possession, directly or indirectly, of the power to direct or cause the direction of the management, policies, or activities of a person, whether through ownership or voting securities, by contract or otherwise.

1.7 "Aggregate Drawdown Payment" means, with respect to a Delivery Year, the amount equal to the sum of the Drawdown Payments due from Seller to Buyer across all Designated Systems under this Agreement for such Delivery Year, and as may include any adjustment pursuant to Section 4.2(c)(v)(A).

1.8 "Agreement" means this Master Renewable Energy Credit Purchase and Sale Agreement.

1.9 "Applicable Program" means the Adjustable Block Program contained within the Illinois Renewable Portfolio Standard, as established under 20 Ill. Comp. Stat. 3855/1-75, or successor.

1.10 "Approved Vendor" means the entity approved by the IPA under the ABP to be eligible for an award of an Agreement under the ABP.

1.11 "Bankrupt" means an entity that has (i) filed a petition or otherwise commenced, authorized or acquiesced in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, (ii) had any such petition filed or commenced against it and not dismissed within 60 days, (iii) made an assignment or any general arrangement for the benefit of creditors, (iv) otherwise become bankrupt or insolvent, however evidenced, (v) had a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any

[1] NTD: LTRRPP Section 6.15.3: "The final capacity factor can be adjusted down from the initial capacity factor but cannot be increased from the original capacity factor, including changes in capacity factor due to switches between tracking technology, non-tracking and tracking systems, and bifacial vs standard module use."

substantial portion of its property or assets, or (vi) become generally unable to pay its debts as they fall due.

1.12 "Bi-Annual System Status Report" means a report that Seller must submit to Buyer and the IPA bi-annually starting six (6) months from the Trade Date of the applicable Product Order pursuant to Section 6.1, for each Designated System that is not yet Energized and where the Proposed Nameplate Capacity is equal or greater than 25 kW.

1.13 "Business Day" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day opens at 8:00 a.m. and closes at 5:00 p.m. local time for the relevant Party's principal place of business. The relevant Party, in each instance unless otherwise specified, is the Party from whom the notice, payment or delivery is sent and by whom the notice or payment or delivery is received.

1.14 "Buyer" means for any particular Transaction, the buyer of the Product.

1.15 "Claiming Party" is defined in Section 10.1.

1.16 "Class of Resource" means the type of generating unit associated with a Designated System as specified in Schedule A or Schedule B to the Product Order that is applicable to such Designated System; namely either a Distributed Renewable Energy Generation Device or a Community Renewable Energy Generation Project.

1.17 "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 and (b) Designated System Expected Maximum REC Quantity; and means (ii) with respect to a Designated System that is Energized but that has not Delivered at least one (1) REC, an amount equal to five percent (5%) of the multiplicative product of (a) the Contract Price and (b) Designated System Contract Maximum REC Quantity; and means, (iii) with respect to a Designated System that is Energized and the Delivery of at least one (1) REC has occurred, an amount equal to five percent (5%) of the multiplicative product of (a) the Contract Price, (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 and Seller has paid Buyer for outstanding amounts, if any, including amounts that may be associated with the removal of such Designated System or (ii) upon the conclusion of the annual review process pursuant to Section 4.2(c) following the final Delivery Year that falls (fully or partially) within the Designated System's Delivery Term.

1.18 "Community Renewable Energy Generation Project" means a generating unit that (i) is powered by photovoltaic cells and panels; (ii) is interconnected at the distribution system level in Illinois of Ameren Illinois Company, Commonwealth Edison Company, MidAmerican Energy Company, Mt. Carmel Public Utility Co., or a "public utility" as defined in Section 3-105 of the Illinois Public Utilities Act, or a "municipal utility" as defined in Section 1-10 of the IPA Act, or a "rural electric cooperative" as defined in Section 3-119 of the Illinois Public Utilities Act; (iii) credits the value of electricity generated by the facility to the Subscribers of the facility; (iv) is limited in Actual Nameplate Capacity to no more than 2,000 kW; and (v) is installed by qualified persons in compliance with Section 16-128A of the Public Utilities Act and any rules and regulations adopted thereunder.

1.19 "Community Solar Quarterly Report" means, with respect to a Community Renewable Energy Generation Project, a report that Seller must submit to Buyer and the IPA on a quarterly basis pursuant to Section 6.2, which shall be submitted concurrent with its invoice, indicating the percent of Actual Nameplate Capacity that has been Subscribed and the Community Solar Subscription Mix.

1.20 "Community Solar Subscription Mix" means, with respect to a Community Renewable Energy Generation Project, the percent of its Actual Nameplate Capacity that is Subscribed by Small Subscribers.

1.21 "Contract Capacity Factor" means, with respect to a Designated System, the capacity factor indicated by the IPA as such in Schedule B to the Product Order that is applicable to such Designated System. The Contract Capacity Factor shall be the Proposed Capacity Factor if the result obtained by multiplying the Proposed Nameplate Capacity by Proposed Capacity Factor is less than the result obtained by multiplying the Actual Nameplate Capacity by the Actual Capacity Factor. The Contract Capacity Factor shall be the Actual Capacity Factor if the result obtained by multiplying the Proposed Nameplate Capacity by Proposed Capacity Factor is equal to or greater than the result obtained by multiplying the Actual Nameplate Capacity by the Actual Capacity Factor.

1.22 "Contract Nameplate Capacity" means, with respect to a Designated System that has been Energized, the Nameplate Capacity as indicated by the IPA as such in Schedule B to the Product Order that is applicable to such Designated System, and as may be amended pursuant to Section 4.2(e). With respect to a Distributed Renewable Energy Generation Device, unless provided elsewhere in the Agreement, the Contract Nameplate Capacity shall be the Proposed Nameplate Capacity if the result obtained by multiplying the Proposed Nameplate Capacity by Proposed Capacity Factor is less than the result obtained by multiplying the Actual Nameplate Capacity by the Actual Capacity Factor. The Contract Nameplate Capacity shall be the Actual Nameplate Capacity if the result obtained by multiplying the Proposed Nameplate Capacity by Proposed Capacity Factor is equal to or greater than the result obtained by multiplying the Actual Nameplate Capacity by the Actual Capacity Factor. With respect to a Community Renewable Energy Generation Project, the Contract Nameplate Capacity at the time of Energization shall be the multiplicative product of (a) the Proposed Nameplate Capacity and (b) the percent of the Actual Nameplate Capacity that is being Subscribed at the time of Energization if the result obtained by multiplying the Proposed Nameplate Capacity by Proposed Capacity Factor is less than the result obtained by multiplying the Actual Nameplate Capacity by the Actual Capacity Factor. With respect to a Community Renewable Energy Generation Project, the Contract Nameplate Capacity at the time of Energization shall be the multiplicative product of (a) the Actual Nameplate Capacity and (b) the percent of the Actual Nameplate Capacity that is being Subscribed at the time of Energization if the result obtained by multiplying the Proposed Nameplate Capacity by Proposed Capacity Factor is equal to or greater than the result obtained by multiplying the Actual Nameplate Capacity by the Actual Capacity Factor. Subsequent to Energization, unless provided elsewhere in the Agreement, with respect to a Community Renewable Energy Generation Project, the Contract Nameplate Capacity shall be subject to four (4) additional adjustments corresponding to changes in the percent of the Actual Nameplate Capacity that is being Subscribed based on information contained in the Community Solar Quarterly Reports submitted pursuant to Section 6.2 and the updated Contract Nameplate Capacity shall be indicated in a revised Schedule B to the Product Order applicable to such Designated System pursuant to Section 2.6(a)(viii).

1.23 "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 determined pursuant to Section 2.5(a)(i) and may be adjusted pursuant to Section 2.6. For avoidance of doubt, any adjustment to the Contract Price shall reflect the value of the RECs to be Delivered from the time of the adjustment and not the weighted value of RECs that includes RECs previously Delivered.

1.24 "Date of Final Interconnection Approval" means, with respect to a Designated System, the date recorded in Schedule B to the Product Order that is applicable to such Designated System as determined by the IPA as the date such Designated System received its approval to interconnect by the applicable electric utility approving the interconnection request.

1.25 "Defaulting Party" is defined in Section 9.1. and Section 9.2.

1.26 "Default Rate" means a rate per annum equal to four percentage points (4%) over the per annum prime lending rate as may from time to time be published in The Wall Street Journal under "Money Rates."

1.27 "Deliver" or "Delivered" or "Delivery" means the transfer from Seller to Buyer of the Product by Seller to Buyer's PJM EIS GATS or M-RETS account through the established Standing Order.

1.28 "Delivery Date" means, with respect to a Designated System, the scheduled date for the transfer of RECs each month pursuant to a Standing Order commencing from the day the Standing Order is established through the end of the Delivery Term.

1.29 "Delivery Term" of a Designated System means the period (i) starting on first day of the month following the date the first REC from such Designated System is Delivered to Buyer, and (ii) ending on the last day of the one hundred eightieth (180^{th}) month after the start of the Delivery Term where the first (1^{st}) month is the month following the date the first REC from such Designated System is Delivered to Buyer; provided that such one hundred eighty (180) month period shall be automatically extended day for day for each day of any Suspension Period up to a maximum extension of seven hundred thirty (730) days.

1.30 "Delivery Year" means the twelve (12) calendar months beginning with June of one calendar year through and including May of the following calendar year.

1.31 "Delivery Year Expected REC Quantity" means, with respect to a Designated System and a Delivery Year, the expected number of RECs from such Designated System to be Delivered from Seller to Buyer in such Delivery Year as more fully described in Section 4.2(b), as may be adjusted pursuant to Section 2.6, and as may be amended pursuant to Section 4.2(e).

1.32 "Delivery Year REC Performance" means, with respect to a Designated System and a Delivery Year, the number of RECs that is associated with a historical 3-year rolling average of REC Deliveries from such Designated System that has occurred and that will be used to compare against the Delivery Year Expected REC Quantity for such Delivery Year. The Delivery Year REC Performance is calculated as a 3-year rolling average based on actual REC Deliveries that occurred in the preceding three (3) Delivery Years. For avoidance of doubt, the Delivery Year REC Performance will only be calculated after the occurrence of three (3) full Delivery Years after the start of the Delivery Term of such Designated System. Further, if the last Delivery Year contained in the Delivery Term is less than 12 full months, then for purposes of calculating the Delivery Year REC Performance, only RECs Delivered during the last 36 months of the Delivery Term shall be used for calculating the 3-year rolling average for that last Delivery Year. For example, if the Delivery Term with respect to a Designated System terminates on February 28, 2035, then the Deliveries occurring from March 1, 2032 through February 28, 2035 will be used for purposes of calculating the 3-year rolling average for the 2034-2035 Delivery Year. Further, if such Designated System is a Community Renewable Energy Generation Project, then the initial Delivery Year REC Performance calculated after the occurrence of three (3) full Delivery Years after the start of the Delivery Term of such Designated System shall be equal to the greater of: (a) the 3-year rolling average based on actual REC Deliveries that occurred in the preceding three (3) Delivery Years or (b) the 2-year rolling average based on actual REC Deliveries that occurred in the preceding two (2) Delivery Years.

1.33 “Delivery Year Shortfall Amount” means, with respect to a Designated System and a Delivery Year, the positive difference between the Delivery Year Expected REC Quantity and the Delivery Year REC Performance applicable to such Designated System in such Delivery Year.

1.34 “Delivery Year Surplus Amount” means, with respect to a Designated System and a Delivery Year, the positive difference between the Delivery Year REC Performance and the Delivery Year Expected REC Quantity applicable to such Designated System in such Delivery Year.

1.35 “Designated System” means an electric generation unit that produces electric energy using a Renewable Energy Source that is selected by the IPA through the ABP and approved by the ICC for inclusion in this Agreement as of the Trade Date of a Product Order. All Designated Systems under this Agreement shall either be a Distributed Renewable Energy Generation Device or a Community Renewable Energy Generation Project.

1.36 “Designated System Contract Maximum REC Quantity” means, with respect to a Designated System, the number of RECs for which payment shall be based as of the date of Energization, which unless amended or adjusted subsequently thereto, shall be equal to the multiplicative product of (a) Contract Nameplate Capacity (in MW), (b) Contract Capacity Factor, (c) 8,760 hours and (d) 15 years, which result shall be rounded down to the nearest whole REC.

1.37 “Designated System Expected Maximum REC Quantity” means, with respect to a Designated System, the number of RECs expected to be Delivered under this Agreement as of the Trade Date and shall be equal to the multiplicative product of (a) Proposed Nameplate Capacity (in MW), (b) Proposed Capacity Factor, (c) 8,760 hours and (d) 15 years, which result shall be rounded down to the nearest whole REC.

1.38 “Designated System Paid REC Quantity” means, with respect to a Designated System, a number of RECs equal to the result obtained by dividing the total payments made by Buyer to Seller for RECs from such Designated System by the Contract Price, rounded down to the nearest whole REC.

1.39 “Dispute Notice” is defined in Section 15.2.

1.40 “Distributed Renewable Energy Generation Device” means a generating unit that (i) is powered by photovoltaic cells and panels; (ii) is interconnected at the distribution system level in Illinois of Ameren Illinois Company, Commonwealth Edison Company, MidAmerican Energy Company, Mt. Carmel Public Utility Co., or a “municipal utility” as defined in Section 1-10 of the IPA Act, or a “rural electric cooperative” as defined in Section 3-119 of the Illinois Public Utilities Act; (iii) located on the customer side of the customer's electric meter and is primarily used to offset that customer's electricity load; (iv) is limited in Nameplate Capacity to no more than two thousand (2,000) kW; and (v) is installed by qualified persons in compliance with Section 16-128A of the Public Utilities Act and any rules and regulations adopted thereunder.

1.41 “Drawdown Payment” means, for a Delivery Year, (i) with respect to a Designated System that has a Drawdown REC Quantity, the portion of the Aggregate Drawdown Payment attributed to such Designated System based on calculations described in Sections 4.2(c)(ii) - (iv), or (ii) with respect to a Designated System that is a Community Renewable Energy Generation Project, the portion of the Aggregate Drawdown Payment attributed to such Designated System based on calculations described in

Section 4.2(d).

1.42 “Drawdown REC Quantity” means, with respect to a Designated System that has a Delivery Year Shortfall Amount, the positive difference (if any) between the Delivery Year Shortfall Amount and the sum of Surplus RECs applied to meet such Delivery Year Shortfall Amount.

1.43 “Early Termination Date” is defined in Section 9.3.

1.44 “Effective Date” means the date this Agreement became effective as written above.

1.45 “Energization” or “Energize” or “Energized” means, with respect to a Designated System, the approval by the IPA that a Designated System has met all requirements for energization under the ABP, including the establishment of a Standing Order. If the Designated System is a Community Renewable Energy Generation Project, Energization shall also include the occurrence of at least fifty percent (50%) of the Actual Nameplate Capacity of the Designated System being Subscribed.

1.46 “Environmental Attributes” excludes electric energy and capacity produced, but means any other emissions, air quality, or other environmental attribute, aspect, characteristic, claim, credit, benefit, reduction, offset or allowance, howsoever entitled or designated, resulting from, attributable to or associated with the generation of a renewable energy resource or low-carbon resource now or in the future eligible for procurement under Illinois law (See 20 ILCS 3855/1-56, 20 ILCS 3855/1-75, et. seq.), whether existing as of the Effective Date or in the future, and whether as a result of any present or future local, state or federal laws or regulations or local, state, national or international voluntary program, as well as any and all generation attributes under any and all international, federal, regional, state or other law, rule, regulation, bylaw, treaty or other intergovernmental compact, decision, administrative decision, program (including any voluntary compliance or membership program), competitive market or business method (including all credits, certificates, benefits, and emission measurements, reductions, offsets and allowances related thereto) that are attributable, now or in the future; and further, means: (a) any such credits, certificates, benefits, offsets and allowances computed on the basis of the Designated System’s generation using renewable technology or displacement of fossil-fuel derived or other conventional energy generation; (b) any certificates or credits issued pursuant to the PJM-EIS GATS or M-RETS in connection with energy generated by the Designated System; and (c) any voluntary emission reduction credits obtained or obtainable by Seller in connection with the generation of energy by the Designated System; provided, however, that Environmental Attributes shall not include: (i) any production tax credits; (ii) any investment tax credits or other tax credits associated with the construction or ownership of the Designated System; or (iii) any state, federal or private grants relating to the construction or ownership of the Designated System or the output thereof.

1.47 “Event of Default” is defined in Sections 9.1 and 9.2.

1.48 “Force Majeure” is defined in Section 10.1.

1.49 “Government Action” means action by a Governmental Authority to change the eligibility of a Product for an Applicable Program or substantially change the requirements for compliance by persons obligated to comply with the Applicable Program which in either case has a material adverse effect on the value of a Product under this Agreement.

1.50 “Governmental Authority” means any international, national, federal, provincial, state, municipal, county, regional or local government, administrative, judicial or regulatory entity operating under any applicable laws and includes any department, commission, bureau, board, administrative agency or regulatory body of any government.

1.51 "ICC" means the Illinois Commerce Commission.

1.52 "Invoice Due Date" means, with respect to a Quarterly Payment Cycle, the tenth (10th) day of the month immediately succeeding Energization or the month immediately succeeding the conclusion of a Quarterly Period contained within such Quarterly Payment Cycle.

1.53 "IPA" means the Illinois Power Agency. For purposes of any contract administration responsibilities assigned to the IPA under this Agreement, "IPA" also includes its designee(s), including the ABP Program Administrator.

1.54 "IPA Act" means the Illinois Power Agency Act, 20 ILCS 3855.

1.55 "kW" means kilowatts AC unless noted otherwise.

1.56 "Letter of Credit" means an irrevocable, transferable standby letter of credit issued by a major U.S. commercial bank or the U.S. branch office or U.S. agency office of a foreign bank utilizing either of the forms attached as Exhibit E to the Agreement or utilizing such forms with minor modifications that are acceptable to Buyer in its sole discretion.

1.57 "Maximum Allowable Payment" means the monetary payment amount calculated at a point in time and indicated in a Quarterly Netting Statement for a Quarterly Payment Cycle that cumulatively cannot be exceeded when Buyer is making payment to Seller for invoices under such Quarterly Payment Cycle. The Maximum Allowable Payment with respect to a Quarterly Payment Cycle will be the sum of payments that can be made at a point in time across payments associated with RECs from all Designated Systems under such Quarterly Payment Cycle that have been Energized and 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 not a Community Renewable Energy Generation Project, is Energized and its Actual 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 Energized and its Actual Nameplate Capacity greater than 10.00kW or if such Designated System is a Community Renewable Energy Generation Project that is Energized, in which case the payment calculation shall also be subject to adjustments in accordance with the terms of this Agreement, including (without limitation) Section 2.6.

1.58 "M-RETS" means the Midwest Renewable Energy Tracking System or successor.

1.59 "Nameplate Capacity" means the aggregate maximum continuous inverter nameplate capacity in kilowatts AC.

1.60 "Non-Defaulting Party" is defined in Section 9.3.

1.61 "Performance Assurance" means collateral in the form of cash or letters of credit, or other security acceptable to the requesting Party.

1.62 "Performance Assurance Amount" means the actual monetary amount posted by Seller as Seller's Performance Assurance and held by Buyer, which is required to be at least equal to the Performance Assurance Requirement and which may only be reduced pursuant to Section 7.1(e).

1.63 "Performance Assurance Requirement" means the monetary amount to be posted by

Seller as Seller's Performance Assurance equal to the sum of the Collateral Requirement across all Designated Systems included in this Agreement.

1.64 "PJM EIS GATS" means the PJM Environmental Information Services, Inc. Generation Attribute Tracking System or successor.

1.65 "Potential Event of Default" means an event which, with notice or passage of time or both, would constitute an Event of Default.

1.66 "Potentially Defaulting Party" means a Party that, but for a cure of a Potential Event of Default or failure of performance, would be a Defaulting Party.

1.67 "Potentially Non-Defaulting Party" means a Party that, but for a cure of a Potential Event of Default or failure of performance by the Potentially Defaulting Party, would be a Non-Defaulting Party.

1.68 "Price Adder" means with respect to a Designated System that is a Community Renewable Energy Generation Project, a pricing component added to the Contract Price if Seller has achieved the applicable Small Subscriber participation level under the Applicable Program.

1.69 "Product" means the RECs to be Delivered in a particular Transaction, which shall include all Environmental Attributes.

1.70 "Product Order" is the form used by the Parties to effect a Transaction substantially in the form of Exhibit A specifying the terms of such Transaction.

1.71 "Proposed Capacity Factor" means, with respect to a Designated System, the capacity factor proposed for such Designated System by Seller in its ABP Part I Application and as indicated in Schedule A to the Product Order.

1.72 "Proposed Nameplate Capacity" means, with respect to a Designated System, the Nameplate Capacity proposed for such Designated System by Seller in its ABP Part I Application and as indicated in Schedule A to the Product Order.

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.

1.74 "Public Utilities Act" means the Illinois Public Utilities Act, 220 ILCS 5.

1.75 "Purchase Price" means the price to be paid for a particular delivery of Product in a Transaction.

1.76 "Quarterly Netting Statement" means a statement, with respect to a Quarterly Payment Cycle, prepared by the IPA that includes the Maximum Allowable Payment that can be made as of the issuance date of the Quarterly Netting Statement by Buyer to Seller under this Agreement associated with such Quarterly Payment Cycle.

1.77 "Quarterly Payment Cycle" means, with respect to a Designated System, either Payment Cycle A, Payment Cycle B or Payment Cycle C as specified by the IPA for such Designated System pursuant to Section 3.4.

1.78 "Quarterly Period" means, with respect to a Quarterly Payment Cycle, the following quarterly periods: (a) with respect to Payment Cycle A, the quarterly periods of January through March, April through June, July through September and October through December; (b) with respect to Payment Cycle B, the quarterly periods of February through April, May through July, August through October and November through January; and (c) with respect to Payment Cycle C, the quarterly periods of March through May, June through August, September through November and December through February.

1.79 "REC Annual Report" means a report substantially in the form provided in Exhibit C-3 that is submitted by Seller to Buyer and the IPA on an annual basis by July 15 following the end of a Delivery Year, which contains information related to the developmental progress and/or REC Deliveries of Designated Systems included in this Agreement.

1.80 "REC Purchase Payment Amount" means, with respect to a Designated System that has been Energized, the total monetary amount for payment of RECs from such Designated System as confirmed by the IPA and as indicated in the Schedule B to the Product Order that is applicable to such Designated System. The REC Purchase Payment Amount shall, with respect to a Designated System, equal the multiplicative product of the Contract Price and the Designated System Contract Maximum REC Quantity, as these amounts may be amended or adjusted in accordance with the terms of this Agreement, including (without limitation) Section 2.6.

1.81 "Regulatorily Continuing" means, with respect to a Transaction, the Product shall comply with the requirements of the Applicable Program, as of each Delivery Date, and Seller will do what is necessary to cause the Product that is Delivered to comply with such requirements; except as otherwise provided in Section 11.1.

1.82 "Renewable Energy Credit" or "REC" means a tradable credit that represents all Environmental Attributes of one (1) megawatt hour of energy produced from a Renewable Energy Source.

1.83 "Renewable Energy Source" means an energy source generated from solar photovoltaic cells and panels.

1.84 "Renewable Portfolio Standard" or "RPS" means the Illinois RPS as established under 20 Ill. Comp. Stat. 3855/1-75.

1.85 "Scheduled Energized Date" means, with respect to a Designated System, such date as indicated on Schedule A to the Product Order that is applicable to such Designated System; which shall be, unless extended pursuant to Section 2.4(b), the date that is twelve (12) months from the Trade Date of such Product Order if the Designated System is a Distributed Renewable Energy Generation Device or eighteen (18) months from the Trade Date of such Product Order if the Designated System is a Community Renewable Energy Generation Project.

1.86 "Seller" means for any particular Transaction, the seller of the Product.

1.87 "Settlement Amount" means an amount that the Non-Defaulting Party is entitled to and that is to be paid by the Defaulting Party calculated pursuant to Section 9.4

1.88 "Small Subscriber" means a residential customer or a small commercial customer with a Subscription to a Community Renewable Energy Generation Project where such Subscription is below 25 kW. The specific utility customer classes under this definition shall be as determined by the IPA.

1.89 "Subscriber" means a retail customer who (i) takes delivery service from the interconnecting electric utility of a Designated System that is a Community Renewable Energy Generation Project, (ii) has a Subscription of no less than 200 watts to such Designated System and where such Subscription constitutes no more than 40% of the Designated System's Actual Nameplate Capacity, and (iii) completes the disclosure form as provided by the IPA under the Applicable Program. Entities that are affiliated by virtue of a common parent shall not represent multiple Subscriptions that total more than 40% of the Actual Nameplate Capacity of the Designated System. For avoidance of doubt, a Subscriber must be a customer in the service territory of the interconnecting electric utility of such Designated System and must receive net metering, and, if the Designated System is located in the service territory of a municipal electric utility or a rural electric cooperative, such municipal electric utility or rural electric cooperative must offer net metering for Community Renewable Energy Generation Projects comparable to what is required for investor-owned utilities.

1.90 "Subscribed" or "Subscription" means having an interest in the Designated System, expressed in kW, which is sized to primarily offset part or all of the Subscriber's electricity usage.

1.91 "Standing Order" means, with respect to a Designated System, an agreement registered with PJM EIS GATS or M-RETS for the automatic transfer of RECs issued for the Designated System to Buyer's Account on a recurring basis commencing no earlier than the month of the Trade Date and with no end date.

1.92 "Surplus REC" means, with respect to a Designated System, a REC included in the Delivery Year REC Performance of such Designated System that (i) is in excess of the corresponding Delivery Year Expected REC Quantity of such Designated System in a given Delivery Year and (ii) is virtually tracked and recorded in the Surplus REC Account. A Surplus REC may be used to meet a Delivery Year Shortfall Amount of such Designated System or another Designated System in such Delivery Year or future Delivery Year and when so used, shall cease to be Surplus RECs.

1.93 "Surplus REC Account" means, with respect to this Agreement, a virtual account tracked by the IPA, that contains Surplus RECs from Designated Systems included in this Agreement across all Transactions.

1.94 "Suspension Period" means the period of time during which the obligations of the Parties under this Agreement are (a) suspended, with respect to the Agreement, in accordance with Section 5.4 of this Agreement or (b) suspended, with respect to a Designated System or Designated Systems, in accordance with Section 10.1.

1.95 "Term" means, unless terminated earlier, the period from the Effective Date until December 31 following the conclusion of the last annual review process pursuant to Section 4.2(c).

1.96 "Termination Payment" is defined in Section 9.4.

1.97 "Trade Date" means, with respect to a Product Order, the date such Product Order has been approved by the Illinois Commerce Commission to be included in this Agreement.

1.98 "Transaction" means a transaction as memorialized in a Product Order under this Agreement.

1.99 "WHO" means the World Health Organization or successor.

1.100 Rules of Interpretation. Unless otherwise required by the context in which any term appears, (a) the singular includes the plural and vice versa; (b) references to "Articles," "Sections," "Schedules," "Annexes," or "Exhibits" are to articles, sections, schedules, annexes, or exhibits hereof; (c) all references to a particular entity or market price index include a reference to such entity's or index's successors and (if applicable) permitted assigns; (d) the words "herein," "hereof" and "hereunder" refer to this Agreement as a whole and not to any particular Article, Section or subsection hereof; (e) all accounting terms not specifically defined herein will be construed in accordance with generally accepted accounting principles in the United States of America, consistently applied; (f) references to this Agreement include a reference to all appendices, annexes, schedules and exhibits hereto, as the same may be amended, modified, supplemented or replaced from time to time; (g) the masculine includes the feminine and neuter and vice versa; (h) "including" is construed in its broadest sense to mean "including without limitation" or "including, but not limited to"; (i) references to agreements and other legal instruments include all subsequent amendments thereto, and changes to, and restatements or replacements of, such agreements or instruments that are duly entered into and effective against the parties thereto or their permitted successors and assigns; (j) a reference to a statute or to a regulation issued by a Governmental Authority includes the statute or regulation in force as of the Effective Date or Trade Date, as applicable, or Delivery Date with respect to a Product that is Regulatorily Continuing, together with all amendments and supplements thereto and any statute or regulation substituted for such statute or regulations; and (k) the word "or" is not necessarily exclusive.

ARTICLE 2: PRODUCT AND FACILITY REQUIREMENTS

2.1 Product.

(a) Renewable Energy Credits. The Product to be Delivered by Seller and received by Buyer under this Agreement is RECs generated from a Designated System, for which summary information is specified in a Product Order. Seller may not substitute RECs generated from a generator other than a Designated System. For avoidance of doubt, Buyer is not purchasing Seller's Designated System and where this Agreement provides for the removal of a Designated System from this Agreement, it is understood that it is Seller's right to Deliver RECs and to receive payment for RECs associated with such Designated System that are being removed from this Agreement.

(b) Environmental Attributes**.** Seller acknowledges and agrees that any Environmental Attribute associated with or related to the Product will not be sold or otherwise made available to a third party but will be sold to Buyer pursuant to this Agreement. For the avoidance of doubt, the Product sold hereunder must meet the definition of "renewable energy credit" under the IPA Act.

2.2 Designated System Information.

RECs Delivered under this Agreement must be from one (1) or more Designated Systems and Seller represents, with respect to a Designated System, as of the date of each Delivery hereunder by such Designated System that is Delivering REC(s) that:

(a) as required by Section 1-75(c)(1)(J) of the IPA Act, such Designated System is not and will not be a generating unit whose costs are being recovered through rates regulated by Illinois or any other state or states.[2]

(b) as required by Section 1-75(c)(1)(K) of the IPA Act, such Designated System is a new generating unit such that the Date of Final Interconnection Approval did not occur before June 1, 2017. [3]

(c) as required by Section 1-75(c)(7) of the IPA Act, such Designated System has been installed by qualified persons in compliance with Section 16-128A of the Public Utilities Act and any rules or regulations adopted thereunder.[4]

(d) such Designated System meets the definition of the Class of Resource indicated in the applicable Product Order and meets the requirements specified in the IPA Act or rules promulgated by the ICC for the designated Class of Resource.

If a Designated System is determined by the IPA not to be in compliance with any of the provisions of Sections 2.2 (a) through (d) (inclusive), then upon the occurrence of such determination, the IPA shall provide written notice of such non-compliance to Buyer and Seller and the Designated System shall be removed from this Agreement twenty (20) Business Days after such written notice by the IPA to Buyer and Seller unless Seller demonstrates, within such twenty (20) Business Day period and to the satisfaction of Buyer and the IPA in their reasonable discretion, that such event has not occurred.[5] As soon as practicable after the conclusion of such twenty (20) Business Day period, if Seller fails to demonstrate to the satisfaction of Buyer and the IPA that such non-compliance has not occurred, 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 the Agreement.

In addition, for non-compliance with Section 2.2(a), Buyer shall be entitled to payment by Seller in the amount of 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[6]; and for non-compliance with any of the provisions of Sections 2.2(b) through (d) (inclusive), Buyer shall be entitled to payment by Seller in the amount of 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.

[2] NTD: LTRRPP 2.3.2.3: "Through Section 1-75(c)(1)(J), P.A. 99-0906 introduces an additional requirement on generating facilities seeking to generate RECs eligible for the Illinois RPS: "a generating unit whose costs were being recovered through rates regulated by this State or any other state or states on or after January 1, 2017" is ineligible."

[3] NTD: LTRRPP Section 6.13.1: "Section 1-75(c)(1)(K) of the Act envisions participation from "projects energized on or after June 1, 2017,"…"

[4] NTD: LTRRPP Section 2.3.2.4: "Specifically, after June 1, 2017, RECs from "new photovoltaic projects or new distributed renewable energy generation devices [. . .] must be procured from devices installed by a qualified person in compliance with the requirements of Section 16-128A of the Public Utilities Act and any rules or regulations adopted thereunder."

[5] NTD: LTRRPP Section 6.15.3: "Projects found not to conform with applicable installation standards and requirements, or projects found not to be consistent with information provided to the Agency will be subject to removal from the program if the deficiencies cannot be remedied."

[6] NTD: 1-75(c)(1)(J): "Each contract executed to purchase renewable energy credits under this subsection (c) shall provide for the contract's termination if the costs of the generating unit supplying the renewable energy credits subsequently begin to be recovered through rates regulated by this State or any other state or states; and each contract shall further provide that, in that event, the supplier of the credits must return 110% of all payments received under the contract"

The Parties acknowledge that (A) Buyer shall be damaged by the failure of Seller to comply with one or more of Sections 2.2 (a) through (d) (inclusive), (B) it would be impracticable or extremely difficult to determine the actual damages resulting therefrom, (C) the remedies specified herein are fair and reasonable and do not constitute a penalty and (D) the remedies specified in this Section 2.2 shall be Buyer's sole and exclusive remedy in the event that Seller fails to comply with one or more of Sections 2.2 (a) through (d) (inclusive).

2.3 REC Tracking Systems.

(a) The Parties will use PJM EIS GATS or M-RETS as the tracking system for the Product.[7]

(b) The Parties shall work together to establish a Standing Order[8] for a Designated System for the automatic recurring transfer of RECs to Buyer's account in PJM EIS GATS or M-RETS. With respect to a Distributed Renewable Energy Generation Device, the Standing Order shall be for the automatic recurring transfer of all RECs from such Designated System. With respect to a Community Renewable Energy Generation Project, the Standing Order shall be for the percent of RECs from such Designated System corresponding to the percent of the Actual Nameplate Capacity being Subscribed at time of Energization[9], and as may be adjusted pursuant to Section 2.6, and any RECs that are not eligible for Delivery under the Standing Order shall be the exclusive property of Seller, to be utilized in Seller's sole discretion.

(i) Seller or a designee of Seller, as transferor of the RECs, shall confirm the Standing Order request within the PJM EIS GATS or M-RETS within thirty (30) days of the later of: the Designated System's Date of Final Interconnection Approval or the Trade Date of the Product Order that includes the Designated System. Buyer, as transferee, shall accept the properly submitted Standing Order request within the PJM EIS GATS or M-RETS within thirty (30) days of receipt of such properly submitted Standing Order request. When the Standing Order is initially established, the Standing Order shall indicate for REC transfers to recur indefinitely.

(ii) Seller shall provide written request to Buyer for the revocation of the Standing Order no earlier than thirty (30) days prior to the end of the Delivery Term of such Designated System (or as soon as practicable in the case of the removal of a Designated System from this Agreement) and Buyer shall revoke the Standing Order within thirty (30) days of receipt of such request.[10]

(iii) Buyer shall retire RECs Delivered from Designated Systems by the month after the receipt of such RECs in Buyer's PJM-EIS GATS or M-RETS account.[11] Buyer is not

[7] NTD: LTRRPP Section 6.6: "The Agency proposes that the standard for being "energized" as used above must include the completion of the interconnection approval by the local utility and the registration of the system in GATS or M-RETS so that generation data can be tracked and RECs created"
[8] NTD: LTRRPP Section 6.15.5: "Approved Vendors will be required to set up an irrevocable Standing Order for the transfer of RECs from the system to the utility"
[9] For avoidance of doubt, this information is submitted by Seller to the IPA as part of its ABP Part II Application requesting Energization.
[10] NTD: LTRRPP Section 6.15.5: "As the Agency understands that automatic transfers can only be terminated with the consent of both parties, this will reduce the risk to the utility that the RECs could be sold to another party after the utility has paid for them."
[11] NTD: LTRRPP Section 6.16.2: "Section 1-75(c)(1)(L) of the IPA Act provides that '[t]he electric utility shall receive and retire all renewable energy credits generated by the project for the first 15 years of operation.'"

responsible for, and is under no obligation to return, any inadvertent transfer of RECs from a Designated System, including but not limited to, the Delivery of RECs beyond the Delivery Term of such Designated System if a timely confirmation of a Standing Order amendment is not initiated or timely request for revocation is not submitted by Seller or its designee.

(c) Seller shall Deliver the RECs in an unretired state.

(d) The Parties shall abide by the applicable rules of PJM EIS GATS or M-RETS. Seller shall take all actions necessary to ensure creation of RECs and REC Delivery through the irrevocable Standing Order. Each Party shall bear the costs associated with performing its respective obligations in connection with such tracking system.

(e) Seller shall upload meter readings to PJM-EIS GATS or M-RETS as necessary to allow for the issuance and Delivery of at least one (1) REC to meet the requirements set forth in Section 4.1(a) and at least annually prior to the registry cutoff to produce RECs for generation occurring in May as well as all previous months for which generation has not been recorded.

(f) RECs may begin to transfer to Buyer's PJM EIS GATS or M-RETS account, as applicable, after Buyer accepts the properly submitted Standing Order request pursuant to Section 2.3(b)(i) above. For avoidance of doubt, the Parties acknowledges the following:

(i) pursuant to the Standing Order, RECs may begin to transfer to Buyer's PJM EIS GATS or M-RETS account prior to the date of Energization; if REC transfer occurs prior to the date of Energization, all such RECs that are transferred to Buyer's PJM EIS GATS or M-RETS account may be retired by Buyer and shall not be returned to Seller even if the Designated System fails to eventually be approved for Energization;

(ii) unless the Designated System is Energized, the Delivery Term shall not be deemed to have commenced. Upon Energization, the Delivery Term shall be deemed to have commenced in the month after the first REC transfer has occurred, and as such, the Delivery Term may commence prior to the Date of Energization.

(iii) RECS that are not transferred automatically by the Standing Order may also be delivered by Seller as long as a Standing Order has been accepted for the system.

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Commented [DD2]: Want this language included because RECS that were generated before a standing order is accepted do not automatically transfer once the Standing Order is accepted. Ideally Approved Vendors can transfer over these RECS manually to Buyer.

2.4 Energization and Extensions

(a) A Designated System must be Energized by the Scheduled Energized Date indicated on Schedule A to the Product Order that is applicable to such Designated System. Unless extended pursuant to Section 2.4(b), the Scheduled Energized Date shall be the date that is twelve (12) months from the Trade Date of such Product Order if the Designated System is a Distributed Renewable Energy Generation Device,[12] or eighteen (18) months from the Trade Date of such Product Order if the Designated System is a Community Renewable Energy Generation Project.[13]

[12] NTD: LTRRPP Section 6.15.1: "Distributed generation projects will be given one year to be developed and energized."

[13] NTD: LTRRPP Section 6.15.1: "Community solar projects will be given 18 months to be developed, energized, and demonstrate that they have sufficient subscribers."

(b) With respect to a Designated System, provided that an extension request is made in writing by Seller to Buyer and the IPA prior to the prevailing Scheduled Energized Date for such Designated System, but no earlier than the date that is one hundred eighty (180) days prior to the prevailing Scheduled Energized Date for such Designated System, the Scheduled Energized Date of such Designated System may be extended one (1) or more times as follows:

(i) With respect to Designated Systems where the Date of Final Interconnection Approval has not occurred at time of the extension request, a one-time one hundred eighty (180) day extension to the prevailing Scheduled Energized Date shall be granted by the IPA upon payment of a refundable $25/kW extension fee from Seller to Buyer based on the Proposed Nameplate Capacity of such Designated System, which payment shall be refunded by Buyer to Seller concurrent with the first REC payment from Buyer to Seller;[14]

(ii) if such Designated System is a Community Renewable Energy Generation Project, a one-time one hundred eighty (180) day extension to the prevailing Scheduled Energized Date shall be granted by the IPA upon payment of an additional refundable $25/kW extension fee from Seller to Buyer based on the Proposed Nameplate Capacity of such Designated System, which payment shall be refunded by Buyer to Seller concurrent with the first REC payment from Buyer to Seller, provided that (A) the purpose of such extension is to acquire Subscribers and (B) the Date of Final Interconnection Approval has occurred at time of the extension request;[15] [16]

(iii) other extensions to the Scheduled Energized Date (or revised Scheduled Energized Date) may be granted on a case by case basis upon a demonstration of good cause by Seller to the satisfaction of the IPA at its sole discretion, which shall be exercised reasonably, if the approval of such extension is communicated in writing by the IPA to Buyer and Seller. [17] For the avoidance of doubt, good cause includes, but are not limited to, Energization delays resulting from (A) documented delays associated with processing of permit requests or addressing regulatory requirements provided such delays are not primarily caused by Seller's actions, [18] (B) 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

[14] NTD: LTRRPP Section 6.15.2: "A 6-month extension will be granted upon payment of a refundable $25/kW extension fee, for distributed generation systems"
[15] NTD: LTRRPP Section 6.15.2: "and up to two 6 month extensions for community solar projects (the second extension is only for achieving the required subscriber rate, not for project completion and energization, and will require an additional refundable $25/kW fee). The extension fee(s) is payable to the contracting utility, and would be refunded as part of the first (or only for systems up to 10 kW) REC payment."
[16] NTD: LTRRPP Section 6.15.4: "A community solar project may request one additional extension (with a refundable extension payment as provided for in Section 6.15.2) to its energized date if it needs additional time to acquire subscribers."
[17] NTD: LTRRPP Section 6.15.2: "The Agency may also, but is not required to, approve additional extensions for demonstration of good cause."
[18] NTD: LTRRPP Section 6.15.2: "A 6-month extension will be granted for documented legal delays, including permitting delays."

start generation),[19] and (C) 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. Multiple extensions may be granted pursuant to this Section 2.4(b)(iii) and each such extension shall be for a period specified by the IPA at its reasonable discretion, which shall be no longer than twelve (12) months at a time, provided that if the delay is resulting from (A) above, then the extension shall be for a period of one hundred eighty (180) days. In the event that extensions to the Scheduled Energized Date have been granted multiple times and the Designated System is not yet Energized by the date that is seven hundred thirty (730) days from the initial Scheduled Energized Date, then Seller may request for the Designated System to be removed from this Agreement and request to receive a refund of the portion of its Performance Assurance in the amount of the Collateral Requirement of such Designated System by providing written notice substantially in the form of Schedule D to the Product Order to Buyer and the IPA. As soon as practicable after the receipt of such Seller's written notice, 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 the Agreement. If the request for a refund of a portion of the Performance Assurance in the amount of the Collateral Requirement is granted by the IPA, then the IPA shall include such determination in the notice to Buyer and Seller, and Buyer shall return to Seller its Performance Assurance in the amount of the Collateral Requirement of such Designated System within ten (10) Business Days after such written notice from the IPA.

(c) If an extension is granted to the Scheduled Energized Date for a Designated System, the revised Scheduled Energized Date shall be specified in an amended Schedule A to the Product Order applicable to such Designated System issued by the IPA to Buyer and Seller; the IPA shall endeavor on a commercially reasonable basis to issue such amended Schedule A to the Product Order prior to the Scheduled Energized Date that prevailed prior to the amendment, but failure by the IPA to issue such amended Schedule A on a timely basis does not nullify the approval of the Scheduled Energized Date extension. For avoidance of doubt, the extensions set forth in each of subsections (i), (ii), and (iii) of Section 2.4(b) are independent of any other extensions that may be granted pursuant to Section 2.4(b). Further, the Scheduled Energized Date of a Designated System may be extended one (1) or more times, but there shall only be one (1) Scheduled Energized Date that prevails at any point in time and if more than one (1) extension request seeking to extend the same Scheduled Energized Date have been approved, then the revised Scheduled Energized Date shall be the latest of the dates approved under all such extension requests.

(d) In the event that: (i) Seller, prior to the prevailing Scheduled Energized Date, has determined that a Designated System will not be constructed and provides a written notice substantially in the form of Schedule D to the Product Order to Buyer and the IPA of such determination or (ii) Seller fails to Energize such Designated System by the prevailing Scheduled Energized Date for such Designated System, the Designated System shall be removed from this Agreement. As soon as practicable after the occurrence of written notice by Seller in (i) or such

[19] NTD: LTRRPP Section 6.15.2: "An indefinite extension will be granted if a system is electrically complete (ready to start generation) but the utility has not approved the interconnection. The Approved Vendor must document that the interconnection approval request was made to the utility within 30 days of the system being electrically complete, yet not processed and approved."

failure by Seller to Energize the Designated System by the Scheduled Energized Date in (ii), the IPA shall provide to Buyer and Seller a revised Schedule A and Schedule C to the Product Order for such Designated System indicating the removal of such Designated System from the Agreement. Upon the occurrence of such failure, Buyer shall be entitled to payment by Seller in the amount of the Collateral Requirement associated with such Designated System as indicated on Schedule A to the Product Order that is applicable to such Designated System and any extension fees associated with such Designated System that have been paid by Seller to Buyer.

(e) Upon Energization of a Designated System, the IPA shall prepare and complete Schedule B to the Product Order for such Designated System, which includes summary information related to such Designated System and indicate which Quarterly Payment Cycle the Designated System is associated with; such Schedule B to the Product Order shall be included with a Quarterly Netting Statement that the IPA issues to Buyer and Seller pursuant to Section 5.1. The Quarterly Payment Cycle associated with the Designated System shall be designated by the IPA in accordance with Section 3.4 below.

(f) The IPA is the primary entity responsible for confirming whether each Designated System's characteristics meet the requirements of the ABP for inclusion in this Agreement, and the Parties acknowledge and agree that the IPA shall have the right to request more information from Seller on a Designated System and conduct on-site inspections and audits to verify the quality of the installation and conformance with information submitted to the IPA. If the IPA determines that a Designated System as built (i) is in material non-conformance with requirements of the ABP or (ii) is materially non-conforming with the information previously submitted by Seller to the IPA about that Designated System as reasonably determined by the IPA, then the IPA shall provide notice of the material deficiency to Seller. Seller shall then have twenty (20) Business Days to cure the material deficiency, with extensions for good cause issued at the discretion of the IPA. If Seller failures to cure the material deficiency or the IPA determines in its reasonable discretion that the Designated System's material deficiency continues, the IPA shall have the right to remove the Designated System from this Agreement after the twenty (20) Business Day cure period, or alternatively to impose other discipline on Seller under the ABP. If the IPA determines that the Designated System shall be removed from this Agreement, then the IPA shall notify Buyer and Seller of same and 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 the Agreement. Upon the issuance of such written notice to Buyer and Seller, the Designated System shall be so removed, and Buyer shall be entitled to payment by Seller in the amount equal to the sum of: (i) the Collateral Requirement 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.

2.5 Size Change of Designated Systems.

(a) If the Actual Nameplate Capacity of a Designated System upon Energization is different from the Proposed Nameplate Capacity of such Designated System and such Actual Nameplate Capacity is within the greater of: +/-5kW or +/-25% of such Proposed Nameplate Capacity, then the following shall apply:

(i) if the size category of the Actual Nameplate Capacity relevant to determining REC prices under the ABP is different from the size category of the Proposed Nameplate Capacity, the Contract Price for purposes of payment shall be lesser of: (A) Proposed Price indicated in Schedule A to the Product Order and (B) the REC price applicable to the Actual Nameplate Capacity under the ABP at the time of Energization of such Designated System, and if such REC price is not available then the last prevailing REC price applicable to the Actual Nameplate Capacity under the ABP. For avoidance of doubt, if the size category of the Actual Nameplate Capacity relevant to determining REC prices under the ABP is the same as the size category of the Proposed Nameplate Capacity, 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.

(ii) the quantity of RECs used for purposes of payment shall be the Designated System Contract Maximum REC Quantity, which unless amended or adjusted subsequently thereto, shall be equal to the multiplicative product of (a) Contract Nameplate Capacity (in MW), (b) Contract Capacity Factor, (c) 8,760 hours and (d) 15 years, which result shall be rounded down to the nearest whole REC.

(b) For a Designated System that would otherwise be Energized pending the establishment of the Standing Order, if the Actual Nameplate Capacity is larger than the Proposed Nameplate Capacity and where the difference between the Actual Nameplate Capacity and the Proposed Nameplate Capacity is within the greater of: +5kW or +25% of the Proposed Nameplate Capacity, then Seller shall have the option to request, by written notice to the IPA and Buyer substantially in the form of Schedule D to the Product Order, for such Designated System to be removed from this Agreement and to be submitted under a new ABP application.[20] If Seller desires to have the Designated System change its Class of Resource, Seller shall also have the option to request, by written notice to the IPA, for such Designated System to be removed from this Agreement and to be submitted under a new ABP application.[21] For all Designated Systems where the difference between the Actual Nameplate Capacity and the Proposed Nameplate Capacity is not within the greater of: +/-5kW or +/-25% of the Proposed Nameplate Capacity, as communicated by the IPA in writing to Buyer and Seller, then such Designated System shall be removed from this Agreement, and Seller shall have the option for such Designated System to be submitted under a new ABP application. As soon as practicable after the receipt of such Seller's request to remove the Designated System from the Agreement or upon such determination by the IPA that the difference between the Actual Nameplate Capacity and the Proposed Nameplate Capacity is not within the greater of: +/-5kW or +/-25% of the Proposed Nameplate Capacity, 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 the Agreement. In all these cases, a portion of Seller's Performance Assurance Amount equal to the Collateral Requirement associated with such Designated System shall be forfeited unless the new ABP application of such 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 or the IPA requesting for the removal of such Designated System from this Agreement, in which case the previously forfeited portion of such Seller's Performance Assurance Amount associated with the original Designated System's Proposed Nameplate Capacity shall be applied to meet the Collateral Requirement of such newly approved Designated System. If the previously forfeited amount is not entirely required to meet Collateral Requirement of such newly approved Designated System as required by the previous sentence, the excess amount will be refunded to Seller. The IPA shall notify Buyer when either forfeiture of the applicable portion of Seller's Performance Assurance Amount or re-

[20] NTD: LTRRPP Section 6.15.3: "An Approved Vendor has the option of canceling and resubmitting a system if the final size is larger than the proposed system to align the REC quantities…"

[21] NTD: LTRRPP Section 6.15.3: "…or if it desires to have the system change from a distributed generation project to a community solar project, or vice versa."

application of the applicable portion of the previously forfeited amount shall occur.[22]

2.6 Additional Provisions Related to Community Renewable Energy Generation Projects.

(a) If the Designated System is a Community Renewable Energy Generation Project, the following shall apply:

(i) the Contract Price for purposes of the first REC payment shall be further adjusted to reflect any Price Adders that may be applicable to the Community Solar Subscription Mix at the time of Energization of such Designated System.[23][24] Subsequent to Energization, the quantity of RECs as well as the Contract Price used for purposes of the REC payment shall be subject to four (4) additional payment adjustments based on the information in the Community Solar Quarterly Report submitted by Seller to the IPA pursuant to Section 6.2 for each of the first four (4) full Quarterly Periods after Energization.[25] For purposes of the quarterly payment adjustment, the Contract Price used for purposes of calculating REC Payments shall be based on the greater of: (a) the Community Solar Subscription Mix on the last day of the preceding Quarterly Period and (b) the simple average of the fifteen (15) highest daily values observed in the preceding Quarterly Period for the Community Solar Subscription Mix as reported in the Community Solar Quarterly Report submitted by Seller to the IPA;

(ii) the quantity of RECs used for purposes of the first REC payment shall be based on the percent of Actual Nameplate Capacity that has been Subscribed at the time of Energization[26] of such Designated System, and which shall be subject to four (4) additional adjustments based on the information in the Community Solar Quarterly Report submitted by Seller to the IPA pursuant to Section 6.2 for each of the first four (4) full Quarterly Periods after Energization; and provided that if the percent of Actual Nameplate Capacity that has been Subscribed is less than fifty percent (50%), the quantity of RECs used for purposes of calculating REC Payments shall be zero (0) and shall be subject to Section 2.6(a)(iii) if the percent of Actual Nameplate Capacity Subscribed is less than fifty percent (50%) calculated for the Quarterly Period reported in the fourth

[22] NTD: LTRRPP Section 6.15.3: "If a project is resubmitted, the collateral associated with the original system may be applied to the resubmitted system, if approved."

[23] NTD: LTRRPP Section 6.15.4: "If the subscription level has not been met by the time of energization, the adder will be held back from the initial payment and the system will have to wait until it has been in operation for one quarter to demonstrate that it has begun to meet the small subscriber participation level to begin to receive this adder."

[24] NTD: LTRRPP Section 6.15.4: "The adders for small subscriber participation (i.e., for a minimum of 25%, 50%, or 75% of energy being subscribed) will only be added (on a prorated basis) to the REC price if the project demonstrates that level of participation for the subscribed amount at the time of energization."

[25] NTD: LTRRPP Section 6.15.4: "To the extent that an Approved Vendor demonstrates additional subscriptions or updated subscription mixes that would entitle the Approved Vendor to a greater payment, the contract will require that the second payment reflect the increased value for quarters where the additional subscriptions or updated subscription mix entitled the Approved Vendor to additional revenue. If subscriber levels (or mixes) change in such a manner that contract value is reduced, the additional payments would also be adjusted downwards accordingly."

[26] For avoidance of doubt, this information is submitted by Seller to the IPA as part of its ABP Part II Application requesting Energization.

(4th) Community Solar Quarterly Report submitted by Seller to the IPA.[27] For purposes of the quarterly payment adjustment, the quantity of RECs used for purposes of calculating REC Payments shall be based on the greater of: (a) the percent of Actual Nameplate Capacity that has been Subscribed on the last day of the preceding Quarterly Period and (b) the simple average of the fifteen (15) highest daily values observed in the preceding Quarterly Period for the percent of Actual Nameplate Capacity that has been Subscribed as reported in the Community Solar Quarterly Report submitted by Seller to the IPA;

(iii) if the percent of Actual Nameplate Capacity Subscribed is less than fifty percent (50%) for the Quarterly Period reported in the fourth (4th) Community Solar Quarterly Report submitted by Seller to the IPA, then Seller shall be afforded one (1) Quarterly Period to cure such deficiency, which period may be extended for good cause upon request by Seller to the IPA, and the payment adjustment shall be delayed until after the conclusion of such cure period. For purposes of the deficiency cure process, Seller shall submit updated information for an additional Quarterly Period (or extended cure period approved by the IPA), in an addendum to the fourth (4th) Community Solar Quarterly Report by the tenth (10th) day of the month immediately succeeding such additional Quarterly Period or extended cure period, as applicable. If Seller fails to submit such an addendum to the fourth (4th) Community Solar Quarterly Report or if the percent of Actual Nameplate Capacity Subscribed remains less than fifty percent (50%) for the additional Quarterly Period or extended cure period reported in the addendum to the fourth (4th) Community Solar Quarterly Report submitted by Seller, then the Designated System shall be removed from this Agreement. As soon as practicable after such occurrence, the IPA shall provide to Buyer and Seller a revised Schedule A, Schedule B and Schedule C to the Product Order for such Designated System indicating the removal of such Designated System from the Agreement, and if payments have been made to Seller with respect to the Designated System, Seller shall make a payment adjustment to Buyer based on the Contract Price recorded at Energization and on the difference between the number of RECs used to calculate payment and the number of RECs Delivered from such Designated System[28]. Buyer may draw on Seller's Performance Assurance for this purpose. If the percent of Actual Nameplate Capacity Subscribed is at least fifty percent (50%) for the Quarterly Period reported in the additional Quarterly Period (or extended cure period approved by the IPA) reported in the addendum to the fourth (4th) Community Solar Quarterly Report submitted by Seller, then for purposes of the administration of this Agreement and for purposes of the payment adjustment (including any adjustments to the Contract Price), the updated information applicable for the additional Quarterly Period reported in the addendum to the fourth (4th) Community Solar Quarterly Report shall be deemed to have prevailed for the Quarterly Period reported in the initial fourth (4th) Community Solar Quarterly Report submitted by Seller;

[27] NTD: LTRRPP Section 6.15.4: "At least 50% of the capacity of the project must be subscribed at the time of energization in order to receive payment for RECs, and that payment will be based upon calculating the number of RECs that correspond with the amount of the project's capacity that has been initially subscribed."

[28] Specifically, if payments have been made to Seller with respect to a Designated System, and the number of RECs Delivered from such Designated System is less than the Designated System Paid REC Quantity, then with respect to each such Designated System, Seller shall return a portion of the amount of payment equal to the multiplicative product of (A) the Contract Price and (B) the positive difference between (i) the Designated System Paid REC Quantity and (ii) the number of RECs that has been Delivered from such Designated System *(not to exceed the Designated System Contract Maximum REC Quantity)*.

(iv) the Standing Order for such Designated System shall be amended by Buyer and Seller as soon as practicable after the receipt of instructions to amend the Standing Order provided by the IPA based on information contained in each Community Solar Quarterly Report submitted pursuant to Section 6.2 to reflect the percent of Actual Nameplate Capacity that has been Subscribed based on information in such Community Solar Quarterly Report, and any RECs that are not eligible for Delivery under the Standing Order shall be the exclusive property of Seller, to be utilized in Seller's sole discretion. Such amendment to the Standing Order shall be performed on a prospective basis and not retroactive basis regardless of the calculation performed in Section 2.6;

(v) the final Contract Price and quantity of RECs due payment for the period subsequent to the period covered by the last Community Solar Quarterly Report submitted pursuant to Section 6.2 shall be determined based on Community Solar Subscription Mix and percent of Actual Nameplate Capacity that has been Subscribed, respectively, as provided in the last Community Solar Quarterly Report submitted pursuant to Section 6.2[29];

(vi) if a Designated System has been proposed in its ABP application to have at least fifty percent (50%) of its Actual Nameplate Capacity be Subscribed by Small Subscribers under the ABP, but the Community Solar Subscription Mix is less than fifty percent (50%) based on information provided in the final Community Solar Quarterly Report required to be submitted pursuant to Section 6.2 then the final Contract Price shall be adjusted to reflect no Price Adder and, in addition, a payment adjustment will be included in the subsequent payment due Seller. Such payment adjustment shall reflect the removal of any Price Adder from prior payments made to Seller and a payment due to Buyer equal to twenty percent (20%) of the REC Purchase Payment Amount calculated based on information provided in the final Community Solar Quarterly Report required to be submitted pursuant to Section 6.2;

(vii) any adjustments to the Contract Price and/or the quantity of RECs used for purposes of the REC payment calculations as provided in this Section 2.6, including any payment adjustments pursuant to Sections 2.6(a)(i), 2.6(a)(ii), 2.6(a)(iii), 2.6(a)(v) and 2.6(a)(vi), shall be reflected in the calculation of the Maximum Allowable Payment specified by the IPA in the Quarterly Netting Statement that is applicable for payment by Buyer in the following Quarterly Period in accordance with Section 5.1[30] and if such payment adjustment is negative and the amount of such payment adjustment is greater than the immediately subsequent payment due Seller, no payment shall be made to Seller until such Quarterly Period where payment could be made to Seller;

(viii) following each of the Community Solar Quarterly Reports, any updates to parameters of the Designated System that are reflected on Schedule B to Product Order shall be revised in an updated Schedule B issued by the IPA;

(ix) Exhibit F-3 to this Agreement contains an illustrative example of the adjustments to be made following each of the four Community Solar Quarterly Reports as provided in Sections 2.6(a)(i) and 2.6(a)(ii) above; and

[29] NTD: LTRRPP Section 6.15.4: "The calculation of the maximum number of RECs due payment will be determined by the project's subscription level after one year of operation"

[30] For example, an adjustment based on a Community Solar Quarterly Report submitted by Seller on September 10, 2020 shall be reflected in the Quarterly Netting Statement issued to Seller on December 1, 2020 and eligible to be included in Seller's invoice due December 10, 2020.

(x) the Parties acknowledge and agree that the IPA shall have the right to obtain Subscription information from the interconnecting utility.

ARTICLE 3: PRODUCT ORDERS; TERM OF AGREEMENT; DELIVERY TERM; PAYMENT CYCLES

3.1 Incorporation of Product Orders

This Agreement may include multiple Transactions. The date the ICC approves a Transaction shall constitute the "Trade Date" indicated in the Product Order for such Transaction.

The terms of a Transaction are as specified in this Agreement and in a Product Order. For each Transaction, Buyer and Seller shall execute a Product Order substantially in the form of Exhibit A to this Agreement within seven (7) Business Days of Seller's receipt of the Product Order to confirm the terms of the Transaction.[31]

Each Transaction may include multiple Designated Systems.[32] For a Designated System that is approved by the ICC for inclusion in this Agreement, the IPA shall prepare and complete Schedule A to the Product Order for such Designated System, which includes summary information of such Designated System as proposed by Seller. Once a Designated System is Energized, the IPA shall prepare and complete Schedule B to the Product Order for such Designated System, which includes updated summary information related to the Designated System, and which shall be the basis for determining applicable payments under this Agreement. Schedule C to a Product Order provides a summary of the status of all Designated Systems included in such Product Order.

3.2 Term of Agreement.

Unless earlier terminated pursuant to the terms of this Agreement, the "Term" of this Agreement shall be from the Effective Date until December 31 following the conclusion of the last annual review process pursuant to Section 4.2(c). In the event that a Suspension Period applicable to all Transactions under this Agreement has occurred and is continuing for more than seven hundred thirty (730) consecutive days, then either Party may terminate this Agreement, and if payments have been made to Seller, then with respect to each 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.[33] Subject to Section 7.1(f), Seller's

Deleted: 7.1(e)(v)

[31] NTD: LTRRPP Section 6.14.6: "Once a batch is approved by the Commission, the applicable utility will execute the REC contract and/or product order, as applicable. The Approved Vendor will then be required to sign the contract / product order within seven business days of receiving it from the utility."

[32] NTD: LTRRPP Section 6.14.1: "Utilities may use one master agreement with multiple confirmations (one confirmation per batch) from an Approved Vendor, rather than having multiple contracts with the same vendor."

[33] Specifically, if payments have been made to Seller with respect to a Designated System, and the number of RECs Delivered from such Designated System is less than the Designated System Paid REC Quantity, then with respect to each such Designated System, Seller shall return a portion of the amount of payment equal to the multiplicative product of (A) the Contract Price and (B) the positive difference between (i) the Designated System Paid REC Quantity and (ii) the number of RECs that has been Delivered from such Designated System *(not to exceed the Designated System Contract Maximum REC Quantity)*.

Performance Assurance will be returned to Seller by Buyer upon payment by Seller of such amount.

3.3 Delivery Term of Designated Systems.

Unless a Designated System is removed pursuant to the terms of this Agreement, the "Delivery Term" of a Designated System shall be the period starting on first day of the month following the date the first REC from such Designated System is Delivered to Buyer and ending on the last day of the one hundred eightieth (180th) month after the start date of the Delivery Term[34] where the first (1st) month is the month following the date the first REC from such Designated System is Delivered to Buyer; provided that such one hundred eighty (180) month period shall be automatically extended day for day for each day of any Suspension Period up to a maximum extension of seven hundred thirty (730) days.[35]

3.4 Quarterly Payment Cycles.

For purposes of invoicing and payment, each Designated System shall be associated with one of the following payment cycles:

Payment Cycle A: Invoices will be payable on the last day of January, April, July and October.

Payment Cycle B: Invoices will be payable on the last day of February, May, August and November.

Payment Cycle C: Invoices will be payable on the last day of March, June, September and December.

Upon Energization of a Designated System, IPA shall designate a Quarterly Payment Cycle to such Designated System and shall indicate such Quarterly Payment Cycle in Schedule B to the Product Order applicable to such Designated System. The IPA shall endeavor, on a commercially reasonable efforts basis, to designate for each Designated System a Quarterly Payment Cycle that includes a Quarterly Period that concludes on the month of Energization of the Designated System. Notwithstanding, the IPA may in its reasonable discretion designate a Quarterly Payment Cycle that includes a Quarterly Period that concludes on the month following Energization.

ARTICLE 4: DELIVERY OBLIGATIONS

4.1 **Initial Delivery Obligations.**

(a) For each Designated System that has been Energized, the Delivery of at least one (1) REC from such Designated System is expected to occur to Buyer's PJM-EIS GATS account or M-RETS account, as applicable, within ninety (90) days of when such Designated System was Energized if the Actual Nameplate Capacity of such Designated System is greater than 5kW[36] or within one hundred eighty (180) days of when the Designated System was Energized if the Actual Nameplate Capacity of

[34] NTD: LTRRPP Section 6.15.5: "The 15-year delivery term will begin in the month following the first REC delivery and will last 180 months."
[35] NTD: LTRRPP Section 6.16.2: "Approved suspension of delivery obligations will serve to change the end date for the 15-year REC delivery timeline to reflect the time the delivery obligations were suspended."
[36] NTD: LTRRPP Section 6.15.5: "For systems larger than 5 kW, the first REC must be delivered within 90 days of when the system is energized and registered in GATS or M-RETS."

such Designated System is equal to or less than 5kW.[37] Seller shall upload meter readings to PJM EIS GATS or M-RETS pursuant to Section 2.3(e) as necessary for the issuance and timely Delivery of at least one (1) REC by the deadline set forth in this Section 4.1(a).

(b) With respect to a Designated System, in the event that Seller fails to Deliver at least one (1) REC by the deadline set forth in Section 4.1(a), then the following shall occur:

(i) Payments attributable to such Designated System shall be suspended upon the occurrence of such failure by Seller to the extent there are payments that are outstanding for such Designated System. Payments that are attributable to such Designated System, if any are outstanding, shall resume and made in accordance with Section 5.1 and Section 5.2 upon the Delivery of one (1) REC from such Designated System if such Delivery occurs prior to the upcoming REC Annual Report submission deadline of July 15.

(ii) If the Delivery of one (1) REC has not occurred by the upcoming July 15 REC Annual Report submission deadline, Seller shall include in Seller's REC Annual Report a confirmation that there are no technical issues known to Seller that would impede the generation, issuance and Delivery of RECs from such Designated System and a confirmation that Seller has uploaded meter readings to PJM EIS GATS or M-RETS and Seller shall provide information related to such uploads.[38]

(iii) In the event that, subsequent to the submission of such REC Annual Report pursuant to Section 4.1(b)(ii), Seller fails to Deliver at least one (1) REC by the immediately upcoming October 13 if the Actual Nameplate Capacity of such Designated System is greater than 5kW or by the immediately upcoming January 11 if the Actual Nameplate Capacity of such Designated System is equal to or less than 5kW, the Designated System shall be removed from this Agreement. As soon as practicable after the occurrence of such failure by Seller to Deliver at least one (1) REC by the deadline set forth in this Section 4.1(b)(iii), the IPA shall provide to Buyer and Seller a revised Schedule A, Schedule B, and Schedule C to the Product Order for such Designated System indicating the removal of such Designated System from the Agreement. Upon the occurrence of such failure by Seller, Buyer shall be entitled to payment by Seller in the amount of the sum of: (i) the Collateral Requirement for such Designated System[39] and (ii) one hundred percent (100%) of the total payments Seller has received from Buyer associated with RECs from such Designated System.

(iv) In the event that, subsequent to the submission of such REC Annual Report pursuant to Section 4.1(b)(ii), Seller has Delivered at least one (1) REC from the Designated System by the deadline set forth in this Section 4.1(b)(iii), then payments that are attributable to such Designated System, if any are outstanding, shall resume and be made in accordance with Section 5.1 and Section 5.2.

(v) For avoidance of doubt, in the event of a payment resumption pursuant to Section 4.1(b)(i) or Section 4.1(b)(iv), the first payment made shall be trued up to include withheld payment amounts that would have occurred if payments to Seller were not suspended.

[37] NTD: LTRRPP Section 6.15.5: "For systems smaller than 5 kW, 180 days will be allowed."

[38] NTD: LTRRPP Section 6.15.5: "As part of the Annual Report discussed in Section 6.17, the Approved Vendor will report on any systems that have not delivered a first REC, and report on any systems that have not delivered RECs for more than a year from their previous delivery. The report will also detail what corrective actions will be taken to ensure future deliveries."

[39] NTD: LTRRPP Section 6.15.5: "In the event of failure to remedy non-delivery of RECs, the utility may draw on the collateral it holds from the Approved Vendor."

4.2 Annual Review of Ongoing REC Delivery Obligations[40]

(a) For each Designated System that has been Energized, all RECs designated to be Delivered pursuant to the Standing Order associated with such Designated System shall be Delivered to Buyer commencing from the date such Standing Order is established through the end of the Delivery Term of such Designated System regardless of whether the total payment made by Buyer to Seller for RECs from such Designated System is commensurate with the actual number of RECs Delivered from such Designated System.

(b) For each Designated System that has been Energized, a REC delivery schedule is provided in Schedule B to the Product Order applicable to such Designated System that contains the expected number of RECs to be Delivered through the end of the Delivery Term where the number of RECs expected to be Delivered in each Delivery Year is based on the Contract Nameplate Capacity and the Contract Capacity Factor with a degradation factor of half of one percent (0.5%) annually[41], and rounded down to the nearest whole REC in each Delivery Year. The REC quantities expected to be Delivered from such Designated System in a Delivery Year shall be the "Delivery Year Expected REC Quantity" for such Delivery Year. For avoidance of doubt, with respect to a Designated System, the Delivery Year Expected REC Quantities in the delivery schedule are determined at the time of Energization and not when the Delivery Term starts. As such, for purposes of calculating the Delivery Year Expected REC Quantity for each Delivery Year, the Delivery Year in which the date of Energization occurred shall be the first Delivery Year for which a Delivery Year Expected REC Quantity is calculated and the Delivery Year Expected REC Quantity for such first Delivery Year shall be calculated based on the Contract Nameplate Capacity and Contract Capacity Factor. If the Delivery Term extends beyond a 15-Delivery Year schedule starting with that first Delivery Year, then each subsequent Delivery Year Expected REC Quantity subsequent to the 15th Delivery Year shall reflect a quantity that provides for a degradation factor of half of one percent (0.5%) from the prior Delivery Year Expected REC Quantity (a sample delivery schedule is provided in Exhibit F-1).

(c) Once annually on or prior to November 15 following a Delivery Year, the IPA shall review the performance of the REC deliveries made during such Delivery Year, using information provided in the REC Annual Report submitted pursuant to Section 6.3,[42] and determine the amount of Aggregate Drawdown Payment due as follows:[43]

(i) for each Designated System that has been Energized and three (3) full Delivery Years have occurred since the start of the Delivery Term of such Designated System, the IPA shall calculate, with respect to a Delivery Year, a Delivery Year REC Performance for such Delivery Year (an example Delivery Year REC Performance calculation is provided in Exhibit F-2);

(ii) with respect to a Designated System that has been Energized and three (3) full Delivery

[40] NTD: LTRRPP Section 6.16.2: "REC delivery performance will be evaluated on a three-year rolling-average basis, although any overproduction may be carried forward (or "banked") for performance evaluation and collateral purposes into future contract years without expiration."
[41] NTD: LTRRPP Section 6.14.5: "All capacity factors submitted must be for a system's first year; as stated in Section 6.16.1 below, annual REC delivery commitments will incorporate a 0.5% per year degradation factor."
[42] NTD: LTRRPP Section 6.17: "On an annual basis, each Approved Vendor is required submit an Annual Report of the contracts and systems in its portfolio."
[43] NTD: LTRRPP Section 6.16.1: "On an annual basis, failure to deliver RECs for the previous year will result in the utility drawing on the collateral to be compensated for the undelivered RECs from that year that already received payment."

Years have occurred since the start of the Delivery Term of such Designated System, in the event that the Delivery Year REC Performance is greater than the applicable Delivery Year Expected REC Quantity, the difference in the number of RECs shall be the "Delivery Year Surplus Amount" and each REC included in the Delivery Year Surplus Amount shall be a "Surplus REC";

(iii) with respect to a Designated System that has been Energized and three (3) full Delivery Years have occurred since the start of the Delivery Term of such Designated System, in the event that the Delivery Year REC Performance is less than the applicable Delivery Year Expected REC Quantity, the difference in the number of RECs shall be the "Delivery Year Shortfall Amount";

(iv) for each Designated System that has a Delivery Year Shortfall Amount, starting with the Designated System with the lowest Contract Price, Surplus RECs from the Surplus REC Account shall be reduced and allocated to meet such Delivery Year Shortfall Amount, REC for REC. If there are insufficient Surplus RECs to meet the Delivery Year Shortfall Amount, then the number of RECs calculated as the difference between the Delivery Year Shortfall Amount and the sum of such Surplus RECs being applied to meet the Delivery Year Shortfall Amount is the "Drawdown REC Quantity", and the multiplicative product of the Drawdown REC Quantity and the Contract Price of such Designated System is the "Drawdown Payment" [44]; and

(v) at the end of the foregoing process:

(A) An Aggregate Drawdown Payment shall be calculated equal to the sum of the Drawdown Payments pursuant to Section 4.2(c)(iv) and Section 4.2(d) across all Designated Systems under this Agreement for such Delivery Year. If the Aggregate Drawdown Payments by Seller is less than $5,000, the IPA will track such amount and add such amount to the Aggregate Drawdown Payment for the subsequent Delivery Year or Delivery Years until the earlier of: the last Delivery Year or such time when the Aggregate Drawdown Payment is at least $5,000. If the Aggregate Drawdown Payments by Seller is equal to or greater than $5,000, a list of the Drawdown Payment amounts by Designated System shall be provided by the IPA to the Buyer. Based on the list provided by the IPA, Buyer shall inform Seller of the Aggregate Drawdown Payment (including any Drawdown Payment pursuant to Section 4.2(c)(iv) and any Drawdown Payment pursuant to Section 4.2(d)) by written notice. Buyer will draw upon the Performance Assurance in the amount of the Aggregate Drawdown Payment unless payment is received from Seller in the amount of the Aggregate Drawdown Payment within thirty (30) days of the written notice provided for in this subsection (A);

(B) For purposes of calculating the Delivery Year REC Performance in future Delivery Years, each Designated System that has a Delivery Year Shortfall Amount for which such Delivery Year Shortfall Amount is covered by

[44] NTD: LTRRPP Section 6.17: "The Agency will review the annual reports to assess compliance with the requirements of the Adjustable Block Program and, if there are shortfalls of REC deliveries or subscription levels for photovoltaic community renewable generation projects, will coordinate with the applicable utility on what remedies should be taken, including drawing on collateral."

Surplus REC(s) and/or for which a payment from Seller or from Seller's Performance Assurance has been applied to the Drawdown REC Quantity, such Designated System is deemed to have Delivered REC quantities equal to the Delivery Year Expected REC Quantity in each such Delivery Year accounted for in the Delivery Year REC Performance calculation that resulted in the Delivery Year Shortfall Amount.[45]

(d) If a Designated System is a Community Renewable Energy Generation Project, such Designated System must maintain at least the Community Solar Subscription Mix and the percent of Actual Nameplate Capacity that has been Subscribed as provided in the last Community Solar Quarterly Report submitted pursuant to Section 6.2 throughout the remainder of the Delivery Term after the issuance of such Community Solar Quarterly Report. Failure to maintain the Community Solar Subscription Mix[46] and the percent of Actual Nameplate Capacity that has been Subscribed[47] as provided in the last Community Solar Quarterly Report submitted pursuant to Section 6.2 in a Delivery Year shall result in payment to Buyer from Seller of a monetary amount, determined by the IPA, and Buyer may draw on Seller's Performance Assurance for this purpose. The Designated System must maintain the minimum Community Solar Subscription Mix required under the ABP for the Price Adder obtained in the Contract Price that resulted from the Community Solar Subscription Mix indicated in the last Community Solar Quarterly Report. For each Delivery Year after the issuance of the last Community Solar Quarterly Report submitted pursuant to Section 6.2, then, using the REC Annual Report submitted under Section 6.3 and at the same time as the calculations made under Section 4.2(c): the Subscription percentage and Community Solar Subscription Mix will each be calculated by the IPA as a daily average, then averaged over the Delivery Year. This daily average will be based on Subscription start and end dates comprised of the day that a Subscription start or end request was submitted to the utility, as entered in the REC Annual Report. The amount of the draw on Seller's Performance Assurance will be calculated as the difference between (a) the contracted payment for that Delivery Year and (b) the amount that would have been paid given the realized Community Solar Subscription Mix and the percent of Actual Nameplate Capacity that has been Subscribed, if (a) exceeds (b) (provided that the amount of the draw on Seller's Performance Assurance will equal the total payment allocable to that Delivery Year if the percent of Actual Nameplate Capacity Subscribed is less than fifty percent (50%)). This amount will be calculated in arrears for only the immediately preceding Delivery Year covered by the REC Annual Report. If a Designated System meets a Community Solar Subscription Mix requirement for a lower Price Adder than what was obtained following the last Community Solar Quarterly Report, it will be deemed to have obtained that lower Price Adder for the Delivery Year for the purposes of calculating the draw above. If the Designated System regains a Community Solar Subscription mix and Subscription percentage at or above their contracted amount in subsequent years, a drawdown will not occur in those years; however, overperformance in a Delivery Year will not be banked or applied to past Delivery Years. Designated Systems with Subscription levels above ninety percent (90%) of the Actual Nameplate Capacity on a kW capacity basis for a Delivery Year will not be subject to a draw on Seller's Performance

[45] As such, the REC Deliveries in each of the Delivery Years accounted for in the Delivery Year REC Performance (i.e., the 3-year rolling average) will be deemed to have the same REC Deliveries in each such Delivery Year (i.e., thereby netting out any specific year underperformance or overperformance) for purposes of calculating the Delivery Year REC Performance in future Delivery Years.

[46] NTD: LTRRPP Section 6.17: "If small subscriber participation levels are not maintained and there are remaining REC payments due, those payments will be reduced (to either the actual small subscriber adder category that has been maintained, or to remove the adder altogether if the level falls below 25%)."

[47] NTD: LTRRPP Section 6.17: "For community solar projects, subscription levels must be maintained to remain eligible for REC payments. If the annual report shows that subscriber levels on a rolling average basis have fallen below the subscribership level that the project contractually committed to, then if REC payments are still due, those payments will be reduced as described earlier in this chapter; if all payments have been made, then the Agency will work with the applicable utility on what remedies should be taken including drawing on collateral."

Assurance for that Delivery Year on the basis of Subscription percentage. This calculation will only occur after the final Contract Price and quantity of RECs due payment are determined per Section 2.6(a)(v) and will be based on that final Contract Price and quantity which is determined by the last Community Solar Quarterly Report submitted pursuant to Section 6.2.

Any draw for a Designated System in a Delivery Year calculated pursuant to this Section 4.2(d) shall be a Drawdown Payment, in addition to any Drawdown Payments calculated under Section 4.2(c)(iv) above. Buyer shall include information on any Drawdown Payment amounts due pursuant to this Section 4.2(d) for a Delivery Year by written notice, which may be with the written notice specified in Section 4.2(c)(v)(A) above for that Delivery Year. For avoidance of doubt, no Surplus RECs can be applied to a Drawdown Payment pursuant to this Section 4.2(d).

(e) During the Delivery Term, Seller may determine that a Designated System is not performing at the level expected. In such case, Seller may submit a request to Buyer and the IPA to have the Delivery obligations of such Designated System reduced, and if the request is accepted by Buyer, such request shall be in exchange for the return by Seller to Buyer of any amounts that have been paid by Buyer for RECs from such Designated System that were scheduled to be Delivered and have not been Delivered and any amounts that have been paid by Buyer for RECs from such Designated System that were scheduled to be Delivered, but will no longer be Delivered due to the reduced Delivery obligations. [48] Such request shall include pertinent information related to the payment adjustment as well as requested changes to future Delivery Year Expected REC Quantity and Contract Nameplate Capacity or Contract Capacity Factor. Any such request shall be deemed approved upon Buyer's receipt of such agreed upon payment adjustment, and information regarding the receipt of and the calculation of the agreed upon payment adjustment shall be communicated to the IPA. Any such changes in the delivery schedule and amendments made to future Delivery Year Expected REC Quantity and Contract Nameplate Capacity or Contract Capacity Factor shall be documented in an amended Schedule B to the Product Order applicable to such Designated System issued by the IPA to Buyer and Seller.

(f) Surplus RECs are virtually tracked in the Surplus REC Account and shall remain, except as provided in Section 13.1, in such account until a reduction in such Surplus RECs is recorded by the IPA to meet a Delivery Year Shortfall Amount.

(g) Upon the conclusion of the annual review process pursuant to Section 4.2(c) above for the last Delivery Year under this Agreement, if (i) there are Surplus RECs remaining in the Surplus REC Account and (ii) a Drawdown Payment calculated under Section 4.2(c)(iv) above has occurred during the Term of this Agreement, then the IPA shall calculate a monetary refund adjustment due to Seller from Buyer. Buyer shall credit Seller for each Surplus REC that can be applied to a REC associated with a Drawdown Payment as defined in the first sentence of this Section 4.2(g). For purpose of calculating the refund, Surplus RECs from the Surplus REC Account shall be reduced and applied to the RECs that are associated with a Drawdown Payment, starting with the REC with the lowest Contract Price, REC for REC. The monetary refund adjustment shall be paid from Buyer to Seller by December 31 following the conclusion of the last annual review process. For avoidance of doubt, no refund shall be made for any Drawdown Payment calculated pursuant to Section 4.2(d), and no payment shall be made for any Surplus RECs that remain in the Surplus REC Account after the refund adjustment is calculated.

[48] NTD: LTRRPP Section 6.16.2: "An Approved Vendor may also determine that a system is not performing at the level expected in the absence of force majeure circumstances. In this circumstance, the Approved Vendor may request to have the delivery obligation related to that system within its portfolio reduced in exchange for the return to the utility of a payment adjustment to account for all undelivered RECs at the original delivery level as of the time of the request."

ARTICLE 5: PAYMENT AND INVOICING

5.1 Invoicing.

This Agreement may include multiple Quarterly Payment Cycles, but each Designated System shall be associated with only one (1) Quarterly Payment Cycle. [49]

If there are outstanding amounts eligible for payment by Buyer to Seller during the Term of this Agreement, Seller shall render to Buyer an invoice by electronic mail for the payment obligations of Buyer to Seller no later than the following dates (each an "Invoice Due Date"):

(a) For Payment Cycle A, the 10th of the month of January, April, July or October;
(b) For Payment Cycle B, the 10th of the month of February, May, August or November;
(c) For Payment Cycle C, the 10th of the month of March, June, September or December.

With respect to a Quarterly Payment Cycle, no more than one (1) invoice will be processed for payment per Quarterly Period of the Quarterly Payment Cycle. 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 the applicable Quarterly Payment Cycle, (c) the Maximum Allowable Payment indicated in the most recent Quarterly Netting Statement for the Quarterly Payment Cycle and (d) the applicable PJM EIS GATS and/or M-RETS Unit IDs of Designated Systems that have been Energized.

For a Quarterly Payment Cycle, the IPA shall endeavor, on a commercially reasonable efforts basis, to issue to Seller and Buyer such Quarterly Netting Statement specifying the Maximum Allowable Payment under such Quarterly Payment Cycle by the first (1st) Business Day of the month following the date of Energization of a Designated System or following the conclusion of a Quarterly Period if there is a change to the Maximum Allowable Payment that can be made under such Quarterly Payment Cycle since the last issuance of the Quarterly Netting Statement for such Quarterly Payment Cycle.

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

[49] NTD: LTRRPP Section 6.6: "However, the Agency recommends that as part of the contract update process, new contracts allow for three separate quarterly delivery schedules to reduce the lag time between a project being approved for payment and the first (or only) payment being received."

Device that is Energized and its Actual Nameplate Capacity is equal to or less than 10.00kW[50] 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 Actual Nameplate Capacity is greater than 10.00 kW.[51] An example of the Quarterly Netting Statement calculations is provided in Exhibit F-4. If the Quarterly Netting Statement includes a Designated System that is a Community Renewable Energy Generation Project, then the Quarterly Netting Statement shall also include information related to any payment adjustments pursuant to Section 2.6.

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; provided that all Seller's invoices must be accompanied by the latest Quarterly Netting Statement applicable to the Quarterly Payment Cycle 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 applicable to the Quarterly Payment Cycle as specified in such Quarterly Netting Statement. All payments by Buyer are subject to Section 5.4.

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.

5.3 Disputes on Invoices.

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 9.5, 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

[50] NTD: LTRRPP Section 6.6: "For systems up to 10 kW, "the renewable energy credit purchase price shall be paid in full by the contracting utilities at the time that the facility producing the renewable energy credits is interconnected at the distribution system level of the utility and energized"

[51] NTD: LTRRPP Section 6.6: "For distributed generation systems greater than 10 kW and up to 2,000 kW and community renewable solar projects, "20 percent of the renewable energy credit purchase price shall be paid by the contracting utilities at the time that the facility producing the renewable energy credits is interconnected at the distribution system level of the utility and energized. The remaining portion shall be paid ratably over the subsequent 4-year period."

with respect to an invoice is waived unless the disputing Party notifies the other Party in accordance with this Section 5.3 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.

5.4 Cost Recovery through Pass-Through Tariffs.

As required under 20 ILCS 3855/1-75(c)(1)(L)(vii), nothing in this Agreement shall require Buyer (referred to as "the utility" under this paragraph (vii)) to advance any payment or pay any amounts that exceed the actual amount of revenues collected by Buyer under paragraph (6) of subsection (c) of Section 1-75 of the Illinois Power Agency Act (20 ILCS 3855) and subsection (k) of Section 16-108 of the Public Utilities Act (220 ILCS 5) (the "Available Funds"). Buyer's payments for RECs in a given Delivery Year therefore shall not cause the sum of the cumulative payments to Seller and all Other Sellers under contracts executed pursuant to 20 ILCS 3855/1-75(c)(1), as well as all other applicable fees, charges, and administrative costs related to the purchase of RECs under 20 ILCS 3855/1-75(c)(1), to exceed the Available Funds for such Delivery Year as calculated under 20 ILCS 3855/1-75(c)(1)(E). For the purposes of this Agreement, the Available Funds under Section 1-75(c)(1)(E)'s rate impact limitations shall be calculated inclusive of any utility-held Alternative Compliance Payments authorized for procuring RECs by order of the Illinois Commerce Commission or any unspent revenues collected by the utility under paragraph (6) of subsection (c) of Section 1-75 of the Illinois Power Agency Act (20 ILCS 3855) and subsection (k) of Section 16-108 of the Public Utilities Act (220 ILCS 5) that the utility is permitted to carry over across delivery years. For the avoidance of doubt, payment obligations for contracts executed pursuant to 20 ILCS 3855/1-75(c)(1) and associated expenses within a given delivery year exceeding the actual balance of collections made to date under Section 16-108(k) within that delivery year would not provide a valid basis for non-payment by Buyer, unless Buyer's compliance with such payment obligations would cause Buyer's cumulative payments for RECs in a given Delivery Year to exceed the amount of the Available Funds for that Delivery Year.

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 Illinois 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.

Commented [DD3]: We support the new language in this section. Thank you for making this update.

5.5 Taxes and Fees.

Seller will be responsible for any taxes imposed on the creation, ownership, or transfer of Product under this Agreement up to and including the time and place of its Delivery. Buyer will be responsible for any taxes imposed on the receipt or ownership of Product at or after the time and place of its Delivery. Each Party will be responsible for the payment of any fees incurred by it in connection with any Transactions hereunder.

ARTICLE 6: REPORTING REQUIREMENTS

6.1 Bi-Annual System Status Report Applicable to All Designated Systems Equal or Greater than 25KW That Are Not Yet Energized.

For each Designated System that is not yet Energized and where the Proposed Nameplate Capacity is equal or greater than 25 kW, [52] Seller shall provide to Buyer and the IPA a Bi-Annual System Status Report substantially in the form of Exhibit C-1 bi-annually starting six (6) months from the Trade Date of the applicable Product Order that includes the Designated System.[53]

6.2 Community Solar Quarterly Report Applicable to Community Renewable Energy Generation Project That Are Energized.

For each Community Renewable Energy Generation Project that is Energized, and for each of the first four (4) full Quarterly Periods after Energization, Seller shall provide to Buyer and the IPA a Community Solar Quarterly Report substantially in the form of Exhibit C-2 on a quarterly basis on or after the first (1st) day of the month, but no later than the tenth (10th) day of the month of September, December, March or June for the most recent Quarterly Period that has just concluded in August, November, February or May, respectively. Such Community Solar Quarterly Report shall be submitted concurrent with its invoice, indicating the percent of Actual Nameplate Capacity that has been Subscribed and the Community Solar Subscription Mix.[54] For avoidance of doubt, the first Community Solar Quarterly Report is required to be submitted only after a full Quarterly Period has concluded. [55]

6.3 REC Annual Report.

Seller shall submit to Buyer and the IPA a REC Annual Report substantially in the form of Exhibit C-3 by July 15 following the end of each Delivery Year for which this Agreement is effective[56]. For avoidance of doubt, the REC Annual Report is required by Seller regardless of whether Seller has Designated

[52] NTD: LTRPP Footnote 457 states: “For systems under 25 kW, that status update is only be required for a system where there is a change in status (e.g., a project being completed, or canceled).”

[53] NTD LTRRPP Section 6.15.3: “The Approved Vendor will provide the Program Administrator with a status update on each project under development but not yet energized at least every six months and will inform the Agency of any significant changes to the system.”

[54] NTD: LTRRPP Section 6.15.4: “The Approved Vendor will report subscription levels on a quarterly basis during the first year.”

[55] For example, if a Community Renewable Energy Generation Project is Energized on May 15, 2021, then the first Community Solar Quarterly Report would be due on September 10, 2021 for the period May 15, 2021 through August 31, 2021, and the last Community Solar Quarterly Report would be due on June 10, 2022 for the period commencing March 1, 2022 through May 31, 2022.

[56] For example, if effective date of the Agreement falls between June 1 and July 15 of a calendar year, then first REC Annual Report is to be submitted by July 15 of the following year.

Systems that are Energized or not. If items on the REC Annual Report are deficient or require clarification, Buyer or the IPA may issue to Seller a written notice requesting clarification regarding such submission and Seller must respond to such request by the deadline specified in such written notice. 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 1. In no event will Seller be allowed to provide further clarification on its REC Annual Report after October 13 following such submission deadline of the REC Annual Report. Failure by Seller to submit its REC Annual Report by July 15 or respond to any request for clarifications that comply with the requirements of Exhibit C-3 by October 13 following such submission deadline is an Event of Default.

6.4 Deadlines.

All reports shall be due on the deadline specified, or the next Business Day if such specified due date is not a Business Day.

ARTICLE 7: CREDIT AND COLLATERAL REQUIREMENTS; PERFORMANCE ASSURANCE

7.1 Performance Assurance.

(a) **Seller's Performance Assurance.** Performance Assurance requirement is applicable with respect to Seller, but not with respect to Buyer. Seller shall be required, within thirty (30) Business Days of the Trade Date of a Product Order, to post Seller's Performance Assurance through either the: (i) posting of a Letter of Credit; or (ii) posting of cash collateral in the amount indicated as the initial Performance Assurance Requirement on such Product Order with Buyer.[57] For avoidance of doubt, Seller's Performance Assurance with respect to a Designated System is required regardless of whether such Designated System is Energized as of the Trade Date or Energized within the thirty (30) Business Day period after the Trade Date.[58]

(b) **Performance Assurance Requirement.** The amount of Performance Assurance to be posted with respect to any Product Order in effect shall be equal to the sum of the Collateral Requirement across all Designated Systems included in such Product Order. The total amount of Performance Assurance to be posted under this Agreement shall be equal to the sum of the Collateral Requirement across all Designated Systems included in this Agreement ("Performance Assurance Requirement"). The actual amount posted by Seller and held by Buyer is the Performance Assurance Amount, which shall be required to be at least equal to the Performance Assurance Requirement.

(c) **Option to Withhold Last Payment to Reduce Letter of Credit Amount.** In the event that Seller has posted Seller's Performance Assurance in the form of a Letter of Credit, Seller may request for Buyer to withhold a portion of the last REC payment of a Designated System (or withhold a portion of the only REC payment if the Designated System has an Actual Nameplate Capacity equal to or less

[57] NTD: LTRRPP Section 6.16.1: "An Approved Vendor is required to post collateral equivalent to 5% of the total contract value within 30 business days of when each Batch's contract (or product order) is approved

[58] NTD: LTRRPP Section 6.14.6: "Approved Vendors do not have the option to decline to post collateral within 30 business days once they have signed the contract."

than 10.00kW) as Seller's Performance Assurance for a Letter of Credit amount reduction.[59] Seller's written request must be made by the applicable Invoice Due Date along with an invoice requesting for payment to be applied to Seller's Performance Assurance Requirement.[60] With respect to a Designated System for which Seller elects to withhold the last payment to reduce the Letter of Credit amount, Buyer shall withhold an amount equal to the Collateral Requirement from the last payment associated with such Designated System and Buyer shall apply the withheld payment to the Performance Assurance Requirement on the date the last payment is scheduled to be made. Buyer shall return the Performance Assurance in the amount of the Collateral Requirement upon receipt of a Letter of Credit amendment for the reduced amount from Seller, or cancel the Letter of Credit if the withheld amount of such last REC payment is equal to or exceeds the Letter of Credit amount.[61]

(d) **Maintenance of Seller's Performance Assurance Requirement.** In the event Buyer draws on Seller's Performance Assurance pursuant to Section 4.2(c)(v)(A) (or as otherwise provided herein), Seller shall be required, within ninety (90) days of such drawing, to post as Seller's Performance Assurance additional collateral to maintain or restore the Performance Assurance Requirement.[62] Should payment be due to Seller during this ninety (90) day period, Seller may request for a portion or all of the payments to be withheld, and if so requested, Buyer shall withhold such payments, to maintain such Performance Assurance Requirement.

(e) **Return of Seller's Performance Assurance and Reduction in Performance Assurance Amount.** For avoidance of doubt, unless provided elsewhere, Seller's Performance Assurance once posted will be held by Buyer through the Delivery Term of the Designated System with the latest Delivery Term expiry date within a Product Order. The Performance Assurance Amount held by Buyer may exceed the Performance Assurance Requirement and shall not be reduced unless:

(i) Buyer withholds REC payment of a Designated System pursuant to Section 7.1(c) and Section 7.1(d) and applies such withheld payment to the Performance Assurance Requirement, in which case Performance Assurance Amount that is attributable to such Designated System shall be reduced to commensurate with such Designated System's Collateral Requirement calculated on the day such payment is withheld;

(ii) Buyer refunds a portion of Seller's Performance Assurance Amount in accordance with the terms of this Agreement, including but not limited to Section 7.2 and Section 13.1;

(iii) Buyer draws on Seller's Performance Assurance pursuant to Section 4.2(c)(v)(A) or Section 4.2(d) and Seller is required to post as Seller's Performance Assurance additional collateral, in which case the total amount to be maintained as Seller's Performance Assurance Requirement would be the Performance Assurance Requirement calculated after such drawing for the date on which additional collateral is due based upon the Designated Systems then covered by this Agreement. For

[59] NTD: LTRRPP Section 6.14.6: "In cases where collateral was posted through a letter of credit, the Approved Vendor may choose for the utility to withhold the collateral amount for each system from the last (or only, if a distributed generation system of 10 kW or smaller in size) REC payment in exchange for a release/reduction of the letter of credit."

[60] The sample invoice prepared by the IPA for Seller's convenience may not account for any election that Seller may make related to the option to withhold the last payment in exchange for a reduction in the letter of credit amount. Seller is responsible for ensuring the information included in Seller's invoice to Buyer is correct.

[61] NTD: LTRRPP Section 6.16.1: "As described in Section 6.14.6, if the collateral was provided in the form of a Letter of Credit, then the Approved Vendor may choose for the utility to withhold the collateral amount for each system from the last REC payment for the system (or only REC payment for small systems) in exchange for not needing to maintain the collateral in the form of the Letter of Credit."

[62] NTD: LTRRPP Section 6.16.1: "After any such drawing, the Approved Vendor will need to restore its collateral level to bring it back up to the 5% of remaining value of the portfolio within 90 days."

avoidance of doubt, if no additional collateral is required to be posted, and the Performance Assurance Requirement to be maintained is less than the Performance Assurance Amount held by Buyer, then the excess amount is not returned to Seller;

(iv) Upon the completion of the last annual review process pursuant to Section 4.2(c) for all Designated Systems in a Product Order and after the expiry of the Delivery Term of the Designated System with the latest Delivery Term expiry date within a Product Order, Seller may request for the reduction of a portion of the Performance Assurance Amount attributable to all Designated Systems included in such Product Order. With respect to such Product Order in the foregoing, the portion of the Performance Assurance Amount that could be reduced shall be equal to the sum of the Collateral Requirement associated with each such Designated System included in such Product Order calculated prior to the expiry of the Delivery Term of such Designated System. Any such request (along with any Letter of Credit amendment if applicable) shall be honored by Buyer within ten (10) Business Days; and

(v) Upon the completion of the last annual review process pursuant to Section 4.2(c) for all Designated Systems included in the last Product Order, Seller may request for return of any remaining Performance Assurance Amount. Any such request (along with any Letter of Credit amendment if applicable) shall be honored by Buyer within ten (10) Business Days.

(f) For avoidance of doubt, if Collateral Requirement of a Designated System is forfeited under this Agreement, then the portion of Seller's Performance Assurance Amount attributable to such Designated System equal to such Collateral Requirement shall be removed and cease to be considered as Seller's Performance Assurance and any Performance Assurance Amount attributable to such Designated System that is in excess of the Collateral Requirement shall be returned to Seller. Further, unless specified otherwise, where payment is due to Buyer from Seller and such payment is not received by the payment due date, Seller's Performance Assurance will be drawn to apply to such payment or a portion of such payment if the Performance Assurance Amount held by Buyer is insufficient to make such payment in full.[63]

7.2 Treatment of Performance Assurance in Connection with Interconnection Cost Estimates.

Upon Seller's request, 75% of the Collateral Requirement associated with a Designated System will be refundable if, prior to the Energization of that Designated System, an Interconnection Customer (as defined in Section 466.30 of Title 83 of the Illinois Administrative Code) seeking to interconnect the Designated System receives 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. For avoidance of doubt, in the case that Seller submits such request within thirty (30) Business Days of the Trade Date of the Product Order and has not posted Performance Assurance, Seller shall pay Buyer an amount equal to 25% of the Collateral Requirement associated with such Designated System.

To obtain such refund, Seller's request must be made to Buyer and IPA within thirty (30) days of having received the subject interconnection cost estimate (or if Seller is disputing such subject interconnection cost estimate, then Seller is to inform Buyer and the IPA within thirty (30) days of having received the

[63] NTD: LTRRPP Section 6.16.1: "If the amount of collateral held for an Approved Vendor is insufficient to compensate the utility, the Approved Vendor will be required to pay the utility for the balance of the value of the undelivered RECs from that previous year."

subject interconnection cost estimate that it is disputing such interconnection cost estimate and to make the refund request within fourteen (14) days of having received a final estimate as the result of an interconnection cost dispute) and must be accompanied by a) documentation substantiating the cost estimate and b) a written request substantially in the form of Schedule D to the Product Order to withdraw the Designated System from the Agreement (or, in the case of an Agreement featuring a single Designated System, a request to terminate the Agreement). Upon the recognition by Buyer of such request and substantiation of the interconnection cost estimate applicable to the Designated System, Buyer shall remove the Designated System from this Agreement and refund 75% of the Collateral Requirement associated with that Designated System.

In all such cases, the remaining 25% of the Collateral Requirement associated with that Designated System would be permanently forfeited and could not be applied to a new ABP application for the Designated System.

Upon removal of the Designated System, the affected Product Order(s), including Schedule A and Schedule C to such Product Orders, will be revised to account for the removal of that Designated System, with all required information to be provided by the IPA.

ARTICLE 8: REPRESENTATIONS AND WARRANTIES

8.1 Mutual Representations and Warranties.

On the Effective Date and on each Trade Date, each Party represents and warrants to the other that:

(a) it is duly organized and validly existing under the laws of the jurisdiction of its incorporation or organization;

(b) it has the power and authority to enter into this Agreement and to perform its obligations hereunder;

(c) its execution and performance do not violate or conflict with applicable law, any provision of its constituent documents, or any contract binding on or affecting it or any of its assets or any order or judgment of any Governmental Authority applicable to it or its assets;

(d) all governmental and other authorizations, approvals, consents, notices and filings that are required to have been obtained or submitted by it with respect to entering into and performing this Agreement have been obtained or submitted and are in full force and effect and all conditions thereof have been complied with;

(e) its obligations hereunder are legal, valid and binding, enforceable in accordance with their respective terms, subject to applicable bankruptcy or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application regardless of whether enforcement is sought in a proceeding in equity or at law;

(f) no Event of Default, or Potential Event of Default, has occurred and is continuing, and none will occur as a result of its entering into or performing this Agreement;

(g) it is not relying upon any representations of the other Party other than those expressly set forth herein, and it is acting for its own account, and not as agent or in any other capacity, fiduciary or otherwise;

(h) it has entered hereinto with a full understanding of the material terms and risks of the same, and it is capable of assuming those risks;

(i) it is not relying on any communication (written or oral) of the other Party as investment advice or as a recommendation to enter into a Transaction, and understands that information and explanations related to the terms and conditions of any Transaction will not be considered investment advice or a recommendation to enter into that Transaction;

(j) it has made its own independent trading and investment decisions to enter into each Transaction and as to whether such Transaction is appropriate or proper for it based upon its own judgment and any advice from such advisors as it has deemed necessary and not in reliance upon any view expressed by the other Party;

(k) it has not received from the other Party any assurance, guarantee or promise as to the expected or projected success, profitability, return, performance, result, effect, consequence or benefit (either economic, legal, regulatory, tax, financial, accounting or otherwise) hereunder;

(l) to its knowledge there is no pending or threatened litigation, arbitration or administrative proceeding before any Governmental Authority or any arbitrator that is likely to materially adversely affect the ability of either Party to perform its obligations hereunder;

(m) it is a "forward contract merchant" within the meaning of United States Bankruptcy Code §101(26), and this Agreement and all Transactions hereunder constitute "forward contracts" within the meaning of United States Bankruptcy Code §101(25);

(n) it is an "eligible commercial entity", and an "eligible contract participant" within the meaning of United States Commodity Exchange Act §§1a(17) and 1a(18), respectively, and all Transactions hereunder have been subject to individual negotiation by the Parties; and

(o) all applicable information, documents or statements that have been furnished in writing by or on behalf of it to the other Party in connection with this Agreement are true, accurate and complete in every material respect and do not omit a material fact that would otherwise make the information, document or statement misleading.

8.2 Additional Warranties of Seller.

(a) With respect to each Designated System, Seller represents and warrants to Buyer on the Trade Date through the expiry of the Delivery Term that such Designated System complies with the Applicable Program.

(b) Upon each Delivery, Seller represents and warrants to Buyer as follows:

(i) at the time of Delivery, Seller has the right to convey title to any and all of the RECs Delivered to Buyer in accordance with this Agreement free and clear of any and all liens or other encumbrances or title defects;

(ii) Seller has sold and transferred the RECs once and only once exclusively to Buyer; the RECs and any other Environmental Attributes sold hereunder have not expired and have not been, nor will be retired, claimed or represented as part of electricity output or sale, or used to satisfy any renewable energy or other carbon or renewable generation attributes obligations under Illinois law or in any other jurisdiction; and that it has made no representation, in writing or otherwise, that any third-party has received, or has obtained any right to, such RECs that are inconsistent with the rights being acquired by Buyer hereunder; and

(iii) the Product is Regulatorily Continuing and complies with the Applicable Program.

8.3 Limitation of Warranties.

All other representations or warranties, written or oral, express or implied, including any representation or warranty of merchantability or of fitness for any particular purpose or with respect to conformity with any model or samples, are disclaimed. Without limiting the generality of the foregoing, except with respect to the Product stated to be Regulatorily Continuing, and in that case only to the extent set forth herein, neither Party makes any representation or warranty hereunder with respect to any future action or failure to act or approval or failure to approve by any Governmental Authority.

ARTICLE 9: EVENTS OF DEFAULT; REMEDIES

9.1 Events of Default in Respect of Buyer

An "Event of Default" means, with respect to Buyer (as the "Defaulting Party"), the occurrence of any of the following:

(a) the failure of Buyer to make, when due, any payment required pursuant hereto if such failure is not remedied within twenty (20) Business Days after written notice;

(b) such Party becomes Bankrupt;

9.2 Events of Default in Respect of Seller

An "Event of Default" means, with respect to Seller (as the "Defaulting Party"), the occurrence of any of the following:

(a) any representation or warranty made by Seller that is not associated with a particular Designated System that is false or misleading in any material respect when made or repeatedly made unless Seller as the Potentially Defaulting Party demonstrates, within a twenty (20) Business Day period from the time of notice by and to the satisfaction of Buyer as the Potentially Non-Defaulting Party in its sole discretion, that such Potential Event of Default has not occurred or that has occurred and is deemed to be remedied;

(b) such Party becomes Bankrupt;

(c) failure of Seller to post Seller's Performance Assurance in accordance with Section 7.1(a) or Section 7.1(d), or the failure of the issuer of the Letter of Credit to maintain during the Term the credit rating required under the Letter of Credit as of the Date of Issuance (as that term is used in the

Letter of Credit) provided that Seller does not post alternative Seller's Performance Assurance in an amount equal to the Performance Assurance Requirement within thirty (30) Business Days of notice from Buyer;[64]

(d) Seller's failure to perform any other material covenant or obligation set forth herein that is not tied to a particular Designated System if such failure is not remedied within twenty (20) Business Days after written notice; and

(e) failure of Seller to make when due, any payment required, or failure of Seller to comply with the reporting requirements set forth in Section 6.3, in which case, Buyer shall terminate this Agreement twenty (20) Business Days after written notice by Buyer to Seller unless Seller demonstrates, within such twenty (20) Business Day period and to the satisfaction of Buyer in its reasonable discretion, that such failure is remedied or such Event of Default has not occurred. [65]

Events Related to Removal of Designated Systems

For avoidance of doubt, some events described in this Agreement, including but not limited to those in Sections 2.2, 2.4(b)(ii), 2.4(d), 2.4(f), 2.5(b), 2.6(a)(iii), 4.1(b)(iii), 7.2, and 10.1, provide for the removal of a Designated System from this Agreement but that do not lead to a termination of this Agreement; these events do not constitute an Event of Default and the provisions specified in Section 9.3 and Section 9.4 do not apply.

9.3 Declaration of Early Termination Date.

Except as otherwise set forth in this Agreement, if an Event of Default with respect to a Defaulting Party occurs and is continuing, the other Party (the "Non-Defaulting Party") will have the right to (i) designate a day, no earlier than the day such notice is effective and no later than twenty (20) days after such notice is effective, as an early termination date ("Early Termination Date") to liquidate and terminate all Transaction(s) under this Agreement, (ii) withhold any payments due to the Defaulting Party under this Agreement and (iii) suspend performance. The Non-Defaulting Party will calculate a Settlement Amount with respect to each Designated System and a Termination Payment with respect to this Agreement pursuant to Section 9.4 as of the Early Termination Date and provide such calculation to the Non-Defaulting Party by the Early Termination Date.

9.4 Net Out of Settlement Amounts.

(a) In the Event of Default with respect to Buyer as the "Defaulting Party", the following shall occur:

(i) Buyer shall return Seller's Performance Assurance held by Buyer by the date the Termination Payment is due;

(ii) with respect to a Designated System, Seller shall calculate a Settlement Amount for RECs that were Delivered but were not yet paid by Buyer. Specifically, with respect to a

[64] NTD: LTRRPP Section 6.16.1: "Failure to make payment and/or maintain the collateral requirement may result in the Approved Vendor's suspension from participating in the Program."
[65] NTD: LTRRPP Section 6.9: "Approved Vendors are therefore responsible for submitting necessary paperwork (project applications, status updates, quarterly and annual reports) to the Program Administrator (as the responsible party for the information contained in that paperwork), maintaining collateral requirements (and paying any contractual clawback not covered by posted collateral)…"

Designated System, if the number of RECs Delivered from such Designated System is greater than the Designated System Paid REC Quantity, then with respect to such Designated System, the Settlement Amount shall equal to the multiplicative product of (A) the Contract Price and (B) the positive difference between (i) the number of RECs that has been Delivered from such Designated System (not to exceed the Designated System Contract Maximum REC Quantity) and (ii) the Designated System Paid REC Quantity. For avoidance of doubt, if the number of RECs Delivered from such Designated System is equal to or less than the Designated System Paid REC Quantity, then the Settlement Amount for such Designated System shall be zero.

(iii) Seller shall calculate the Termination Payment by aggregating all Settlement Amounts into a single liquidated amount by summing the calculated Settlement Amount with respect to a Designated System across all Designated Systems.

(iv) the Termination Payment, if any, is due to Seller as the Non-Defaulting Party within twenty (20) Business Days following notice by Seller to Buyer pursuant to Section 9.3.

(b) In the Event of Default with respect to Seller as the "Defaulting Party", the following shall occur:

(i) With respect to a Designated System, Buyer shall calculate a Settlement Amount as the sum of:

(A) Collateral Requirement of such Designated System;

(B) the multiplicative product of (A) the Contract Price and (B) the result obtained by subtracting the number of RECs that has been Delivered from such Designated System (not to exceed the Designated System Contract Maximum REC Quantity) from the Designated System Paid REC Quantity. For avoidance of doubt, if the number of RECs Delivered from such Designated System is greater than the Designated System Paid REC Quantity, then this calculation shall be zero.

(ii) Buyer shall calculate the Termination Payment by aggregating all Settlement Amounts into a single liquidated amount by summing the calculated Settlement Amount with respect to a Designated System across all Designated Systems.

(iii) The Termination Payment, if any, is due to Buyer as the Non-Defaulting Party within twenty (20) Business Days following notice by Buyer to Seller pursuant to Section 9.3. Unless Seller pays the Termination Payment in full during this twenty (20) Business Day period, Seller's Performance Assurance held by Buyer shall be applied to the Termination Payment with any excess Performance Assurance Amounts returned to Seller.

(c) For avoidance of doubt, the Non-Defaulting Party shall not owe any amount as Termination Payment to the Defaulting Party and payment of the Termination Payment shall only be from the Defaulting Party to the Non-Defaulting Party.

(d) An example of the net out of Settlement Amount calculations in respect of Seller as the "Defaulting Party" is provided in Exhibit F-5.

9.5 Calculation Disputes.

If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Settlement Amount or

Termination Payment, in whole or in part, the Defaulting Party will, within two (2) Business Days of receipt of Non-Defaulting Party's calculation, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute; provided, however, that the Defaulting Party must first transfer to the Non-Defaulting Party in an amount equal to the full Termination Payment. References to Defaulting Party and Non-Defaulting Party in this Section include the Potentially Defaulting Party and Potentially Non-Defaulting Party, as applicable.

9.6 Suspension of Performance.

Notwithstanding any other provision hereof, if an Event of Default or a Potential Event of Default has occurred and is continuing, the Non-Defaulting Party, upon written notice to the Defaulting Party, has the right (a) to suspend performance under any or all Transactions and (b) to the extent an Event of Default has occurred and is continuing, to exercise any remedy available at law or in equity, except as limited by Section 14.1.

9.7 Not a Penalty.

The Parties acknowledge that (a) the Non-Defaulting Party shall be damaged by the Defaulting Party, (b) it would be impracticable or extremely difficult to determine the actual damages resulting therefrom, (c) the remedies specified herein are fair and reasonable and do not constitute a penalty and (d) the remedies specified in Section 9.4 shall be the Non-Defaulting Party's sole and exclusive remedy in the Event of Default.

ARTICLE 10: FORCE MAJEURE

10.1 Force Majeure.

If either Party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations with respect to this Agreement, that upon such Party's (the "Claiming Party") giving notice and full particulars of such Force Majeure as soon as reasonably possible after the occurrence of the cause relied upon, confirmed in writing, then the obligations of the Claiming Party will, to the extent it is affected by such Force Majeure, be suspended during the continuance of said inability, but for no longer period, and the Claiming Party will not be in breach hereof or liable to the other Party for, or on account of, any loss, damage, injury or expense resulting from, or arising out of such event of Force Majeure during such Suspension Period.[66] The Party receiving such notice of Force Majeure will have until the end of the tenth (10th) Business Day following such receipt to notify the Claiming Party that it objects to or disputes the existence of Force Majeure. If Seller is the Claiming Party, then such notification must be made to both Buyer and the IPA[67], and a determination of whether to object to or dispute the existence of Force Majeure may be made by Buyer.[68] Any determination to object to or dispute the existence of Force Majeure by Buyer shall be subject to the concurrence of the IPA (who, upon receipt, shall promptly

[66] NTD: LTRRPP Section 6.16.2: "In force majeure type circumstances (including, but not limited to, physical damage to the system from fires, tornados, etc.) the Approved Vendor may request to have a delivery obligation suspended, reduced, or eliminated without penalty."

[67] In the case of reductions or eliminations of delivery obligations, Seller must demonstrate what measures have been taken that do not adequately cure the situation (such as filing and receiving an insurance claim that is inadequate to restore the system to operation). For the suspension of delivery obligations, the Approved Vendor must demonstrate that reasonable measures are being taken to have a timely restoration of production.

[68] NTD: LTRRPP Section 6.16.2: "Approval of the recognition of a force majeure event requires consensus between the Agency and the applicable utility."

confer to consider the Force Majeure notice).

"Force Majeure" means an event or circumstance which materially adversely affects the ability of a Party to perform its obligations under this Agreement, which event or circumstance was not reasonably anticipated as of the date such Transaction was entered into and which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which the Claiming Party is unable to overcome or avoid or cause to be avoided, by the exercise of due diligence. Force Majeure includes acts of God (such as tornadoes, fires, earthquakes and floods), pandemics as declared by the WHO, explosions, war, hostilities, riots and acts or threats of terrorism (any such event, an "External Event") that disrupt the development of the Designated System if such Designated System is not Energized or the operation of the Designated System if such Designated System is Energized. Force Majeure may include delays in the establishment by the Designated System of an operating interconnection with the applicable distribution system as a result of the actions or inactions of the distribution provider, provided Seller can demonstrate to Buyer and to the IPA that such delay is not primarily attributable to Seller's failure to make in a timely manner a formal request for interconnection to such distribution provider or to provide in a timely manner the information or payment required by such distribution provider. Force Majeure may also include the failure or disruption in Deliveries of any Certification Authority that is not the Claiming Party. In the case of a Party's obligation to make payments hereunder, Force Majeure will only be an event or act of a Governmental Authority that on any day disables the banking system through which a Party makes such payments.

Force Majeure may also include curtailments of the Designated Systems (except economic curtailments as explicitly excluded pursuant to (iv) below) by either the interconnecting utility (including those through a smart inverter) or the Regional Transmission Organization ("RTO") responsible for the operation of the transmission system to which the Designated System(s) is interconnected that result in reduced REC production.[69] In the event that Seller fails to so notify Buyer of such curtailment, Seller shall not be relieved of its Delivery obligations as a result of such curtailment. Upon the occurrence and proper notice of a curtailment, Seller shall estimate the amount of Deliveries prevented by such curtailment based on the most recent twelve (12) months of actual production data from the Designated System(s) and utilizing actual meteorological conditions during the period of curtailment and shall provide such estimate to Buyer along with all supporting documentation, including any supporting information from the interconnected utility or RTO that curtailed the applicable Designated System's generation. Force Majeure may not be based on: (i) the loss or failure of Buyer's markets; (ii) Buyer's inability economically to use or resell the Product purchased hereunder; (iii) Seller's ability to sell the Product to another at a price greater than the Purchase Price; (iv) curtailment for economic purposes only of the Designated System(s) if acting as a wholesale market participant, made by the interconnected utility or RTO responsible for the operation of the distribution or transmission system to which the Designated System(s) is interconnected; (v) insufficiency or unavailability of insolation to operate the Designated System(s) or generate sufficient quantities of Product; (vi) the performance or breakdown of equipment not directly caused by an External Event; or (vii) the loss of tax credits, the denial of deductions or the imposition of additional taxes.

If Force Majeure adversely affects the ability of Seller to deliver RECs from a Designated System, then there shall be a Suspension Period with respect to that Designated System's obligations to deliver RECs under this Agreement. During any Suspension Period, Buyer's payment obligations under this Agreement shall be suspended. If the Suspension Period arising from such event lasts for a consecutive period of seven hundred thirty (730) days, then the Designated System shall be removed from this Agreement. As soon as practicable after such occurrence, the IPA shall provide to Buyer and Seller a revised Schedule A

[69] NTD: LTRRPP Section 6.16.2: "Curtailments by either the utility (including those through a smart inverter) or the RTO that result in reduced REC production would allow for reduced REC delivery obligations."

(and Schedule B, if applicable) and Schedule C to the Product Order for such Designated System indicating the removal of such Designated System from the Agreement, and if payments have been made to Seller with respect to the Designated System, Seller shall return the amount of payment based on the applicable Contract Price and on the difference between the number of RECs used to calculate payment and the number of RECs Delivered from such Designated System not to exceed the Designated System Contract Maximum REC Quantity.[70] Upon such payment, Seller may request for the reduction of a portion of the Performance Assurance Amount attributable to such Designated System. Any such request shall be honored by Buyer within ten (10) Business Days.

If Force Majeure adversely affects the operability of the Designated System and Seller has determined that the damage to the Designated System is irreparable, then Seller shall provide a written notice substantially in the form of Schedule D to the Product Order to Buyer and the IPA of such determination and request for the Designated System to be removed from this Agreement. If such written request is granted by the IPA, the IPA shall provide to Buyer and Seller a revised Schedule A and Schedule C to the Product Order for such Designated System indicating the removal of such Designated System from the Agreement and if payments have been made to Seller with respect to the Designated System, Seller shall return the amount of payment based on the applicable Contract Price and on the difference between the number of RECs used to calculate payment and the number of RECs Delivered from such Designated System not to exceed the Designated System Contract Maximum REC Quantity.[71] Upon such payment, Seller may request for the reduction of a portion of the Performance Assurance Amount attributable to such Designated System. Any such request shall be honored by Buyer within ten (10) Business Days.

ARTICLE 11: GOVERNMENT ACTION

11.1 Government Action.

The Parties acknowledge that the Applicable Program, which among other things establishes the conditions for a market for certain Products, may be the subject of Government Action (including court challenge) that could adversely affect the eligibility of a Product to meet the requirements of an Applicable Program or otherwise alter the requirements of the Applicable Program, or make a Product unavailable or dramatically diminished or increased in value. With respect to the Transaction(s), Seller represents that the Product complies with the Applicable Program and such representation is made and effective as of the Trade Date, and regardless of any Government Action occurring after the Trade Date, Seller must Deliver Product that complies with the Applicable Program as of each Delivery Date. Government Action that changes in any respect the value of a Product (without rendering the Product out of compliance with the Applicable Program if Regulatorily Continuing), will have no effect on the obligation of the Parties to purchase and sell such Product at the price and on the terms set forth

[70] Specifically, if payments have been made to Seller with respect to a Designated System, and the number of RECs Delivered from such Designated System is less than the Designated System Paid REC Quantity, then with respect to each such Designated System, Seller shall return a portion of the amount of payment equal to the multiplicative product of (A) the Contract Price and (B) the positive difference between (i) the Designated System Paid REC Quantity and (ii) the number of RECs that has been Delivered from such Designated System *(not to exceed the Designated System Contract Maximum REC Quantity)*.

[71] Specifically, if payments have been made to Seller with respect to a Designated System, and the number of RECs Delivered from such Designated System is less than the Designated System Paid REC Quantity, then with respect to each such Designated System, Seller shall return a portion of the amount of payment equal to the multiplicative product of (A) the Contract Price and (B) the positive difference between (i) the Designated System Paid REC Quantity and (ii) the number of RECs that has been Delivered from such Designated System *(not to exceed the Designated System Contract Maximum REC Quantity)*.

hereunder. To the extent that Government Action (i) renders Delivery illegal under applicable law or (ii) renders the Product ineligible to comply with the Applicable Program in such a manner that no modification to the Product or action taken by Seller would allow the Product to comply with the Applicable Program, (a) such Transaction will be terminated, (b) Seller's Performance Assurance shall be returned, (c) that portion of whatever has been paid for Products not yet Delivered will be refunded by Seller, to the extent it is lawful to do so, and (d) neither Seller nor Buyer will have any liability to the other after such termination. Notwithstanding the foregoing, no Transaction will be affected, cancelled, or otherwise impaired by Government Action that is specific to a Party under applicable law taken by a Governmental Authority alleging that Party's violation thereof.

11.2 Risk Allocation.

The Product is Regulatorily Continuing.

ARTICLE 12: GOVERNING LAW

12.1 Applicable Program.

The Product is eligible for compliance with the Applicable Program. The Adjustable Block Program contained within the Illinois Renewable Portfolio Standard, as established under 20 Ill. Comp. Stat. 3855/1-75, is the Applicable Program for this Agreement.

12.2 Governing Law.

This Agreement is governed by and construed in accordance with the laws of the State of Illinois. To the full extent permitted under applicable law, if the Parties have agreed on the terms of a Transaction, the Parties agree not to contest, or to enter any defense concerning the validity or enforceability of a Transaction on the grounds that the documentation for such Transaction fails to comply with the requirements of a jurisdiction's Statute of Frauds or other applicable law requiring agreements to be written or signed.

ARTICLE 13: ASSIGNMENT

13.1 Assignment of Agreement and Product Orders.

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

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

Seller may not assign Seller's rights and obligations under this Agreement without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or 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 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.[72]

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.

In the event that the assignee is (a) an Approved Vendor and (b) already a counterparty under a separate ABP Agreement 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.

[72] NTD: LTRRPP Section 6.7: "Consistent with the Commission's Order in Docket No. 17-0838, the assignor and the assignee will be required to notify the contracting utility of any assignment, and provide the utility with all pertinent financial, settlement and contact information."

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. [73]

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 this Agreement; provided, that if Seller is transferring this Agreement in its entirety (with all remaining Product Orders thereunder), then in such instance the Surplus RECs would also transfer and such assignee would assume such Surplus REC Account(s) with respect to such Designated System(s).

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-5 and Exhibit C-6, 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*.

ARTICLE 14: LIABILITY

14.1 Limitation of Liability.

The express remedies and measures of damages provided herein satisfy the essential purposes hereof. For breach of any provision for which an express remedy or measure of damage is provided, such remedy or measure shall be the sole and exclusive remedy therefor.

If no remedy or measure of damage is expressly provided, the obligor's liability shall be limited to direct actual damages only as the sole and exclusive remedy. Except as specifically set forth herein, no party shall be required to pay or be liable for special, consequential, incidental, punitive, exemplary, or indirect damages, lost profit or business interruption damages, by statute, in tort, contract or otherwise. To the extent any damages required to be paid hereunder are deemed liquidated, the parties acknowledge that the damages are difficult or impossible to determine, or otherwise obtaining an adequate remedy is

[73] NTD: LTRRPP Section 6.7: "The assignor may be required to pay a fee to the contracting utility."

inconvenient and the damages calculated hereunder constitute a reasonable approximation of the harm or loss.

Notwithstanding any other provisions of this Agreement, in no event shall Seller be liable to Buyer, with respect to a Designated System, in an amount that exceeds the sum of the Collateral Requirement and one hundred and ten percent (110%) of the total payments Seller has received from Buyer associated with RECs from such Designated System; and with respect to this Agreement, the sum of such calculation across all Designated Systems under this Agreement.

Notwithstanding any other provisions of this Agreement, in no event shall Buyer be liable to Seller, with respect of a Designated System, in an amount that exceeds one hundred and ten percent (110%) of the total payments Seller has received from Buyer associated with RECs from such Designated System; and with respect to this Agreement, the sum of such calculation across all Designated Systems under this Agreement.

ARTICLE 15: MISCELLANEOUS

15.1 Notices.

All notices, requests, statements or payments will be made as specified in Exhibit B. Notices, unless otherwise specified herein, must be in writing and delivered by electronic means. Notice is effective when transmitted, if transmitted before or during business hours on a Business Day, and otherwise will be effective on the next Business Day. A Party may change its addresses by providing notice of same in accordance herewith and updating the information in Exhibit B.

15.2 Dispute Resolution.

Disputes under this Agreement will be resolved in accordance with applicable law, or in accordance with the provisions of this Section 15.2.

Waiver of Jury Trial

Each Party knowingly, voluntarily, intentionally and irrevocably waives the right to a trial by jury in respect of any litigation based on this Agreement, or arising out of, under or in connection with this Agreement and any agreement executed or contemplated to be executed in conjunction with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party hereto. This provision is a material inducement to each of the Parties for entering hereinto. Each party hereby waives any right to consolidate any action, proceeding or counterclaim arising out of or in connection with this Agreement or any other agreement executed or contemplated to be executed in conjunction with this Agreement, or any matter arising hereunder or thereunder, in which a jury trial has not or cannot be waived.

Mediation

If any dispute or claim should arise between the Parties that cannot be resolved through negotiation, the Parties shall endeavor to settle the dispute by mediation. Either Party may request in writing that the other Party mediate the dispute; and such notice shall set forth the subject of the dispute and the relief requested (the "Dispute Notice"). The mediation shall be conducted by the IPA unless one or more of the Parties objects to mediation with the IPA.

If the one or more of the Parties does not object to mediation with the IPA, the disputing Party shall provide a written request to the IPA for mediation. Such written request shall include a brief summary of the dispute, with confidential information so marked. The IPA shall undertake mediation procedures developed by the IPA for the purposes of implementing this Section 15.2.

If one or more of the Parties objects to mediation with the IPA, the mediation shall be conducted by a mediator affiliated with and under the commercial rules of the American Arbitration Association ("AAA"). The AAA's mediation procedures under the commercial rules are available at https://www.adr.org/sites/default/files/CommercialRules_Web.pdf.

Binding Arbitration

(1) Any dispute or claim arising out of or related hereto or any breach thereof or any need for interpretation related to any dispute arising out of or related hereto will be settled by binding arbitration administered by the American Arbitration Association in Chicago, Illinois. Either Party will have the right to commence an arbitration by written notice to the other Party after the expiration of ninety (90) calendar days from the Dispute Notice mentioned above, or if nonbinding mediation was terminated, ten (10) days after the termination of the mediation. The arbitration will be conducted as follows:

(A) There will be one arbitrator who has not previously been employed by either Party, is qualified by education or experience to decide the matters relating to the questions in dispute, and does not have a direct or indirect interest in either Party or a financial interest in the outcome of the arbitration and who is available within the time frames set forth herein. Such arbitrator will either be selected by mutual agreement by the Parties within thirty (30) days after written notice from the Party requesting arbitration, or failing agreement by such time, the arbitrator will be selected within the following fourteen (14) days by the AAA under the AAA Rules.

(B) Such arbitration will be held at a location within the State of Illinois. Absent agreement, the arbitrator shall set the precise location of the arbitration based on where it is most convenient and cost effective to resolve the dispute, and if it is an international matter, with regard to any special considerations raised by the Parties that may therefore be relevant.

(C) The AAA Rules (including the Optional Rules for Emergency Protection Measures) apply to the extent not inconsistent with the rules herein specified. If the dispute is international in scope as defined in the United Nations Commission on International Trade Law Model Law on International Commercial Arbitration, the AAA's Supplementary Procedures for International Commercial Disputes shall apply.

(D) The hearing will be conducted on a confidential basis and except as required by law, neither the Parties nor the arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of all the parties.

(E) At the request of a Party, the arbitrator will have the discretion to order an examination of witnesses to the extent the arbitrator deems such additional discovery relevant and appropriate. Depositions will be limited to a maximum of two depositions for each Party, may be held by video conferencing to reduce travel expenses, and each deposition limited to a maximum of three hours. All objections are reserved to the hearing except objections based on privilege and proprietary or confidential information.

(F) The arbitrator will issue a confidential award accompanied by a statement regarding the reasons for the decision.

(G) The arbitrator and the Parties will make every attempt to resolve the arbitration within 90 days of appointment. Upon the application of a Party and for good cause shown, the arbitrator may extend this time. Under no circumstances will the arbitration take longer than six months from the appointment of the arbitrator. However, failure to conclude the arbitration within the six month period will not constitute grounds for vacating the award.

(H) Each Party will be responsible for its own filing fees and case service fees in connection with its claim. Other expenses and arbitrator compensation will be borne equally, subject to final apportionment by the arbitrator. Each Party will be responsible for its own expenses and those of its counsel and representatives.

(I) Any offer made or the details of any negotiation regarding the dispute prior to arbitration and the cost to the Parties of their representatives and counsel will not be admissible.

(2) Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction by the Party in whose favor such award is made.

Regardless of any procedures or rules of the AAA: (i) the arbitrator will have no authority to award punitive damages, or any other form of damages waived by the Parties pursuant to the Agreement, or attorneys' fees; and (ii) the Parties may by written agreement alter any time deadline, locations for meetings, or procedure outlined in this Section or in the AAA Rules, except that the provisions of subsection (1)(H) above will govern with respect to the time frame for the conclusion of the arbitration.

15.3 Waiver of Immunities.

To the extent either Party possesses any immunity on the grounds of sovereignty or other similar grounds, each Party irrevocably waives, to the fullest extent permitted by applicable law, with respect to itself and its revenues and assets (irrespective of their use or intended use), all immunity on the grounds of sovereignty or other similar grounds from (a) suit, (b) jurisdiction of any court, (c) relief by way of injunction, order for specific performance or for recovery of property, (d) attachment of its assets (whether before or after judgment) and (e) execution or enforcement of any judgment to which it or its revenues or assets might otherwise be entitled in any suit, action or proceedings relating hereto in the courts of any jurisdiction and irrevocably agrees, to the extent permitted by applicable law, that it will not claim any such immunity in any suit, action or proceedings relating hereto.

15.4 Confidentiality.

Each Party shall hold in confidence and not release or disclose any document or information furnished by the other Party in connection with this Agreement. For clarity, this means each Party shall not disclose or release information received from the other Party to any third-party without the disclosing Party's written consent; and further, each Party shall restrict access to such information to as few as possible of its employees. The foregoing shall not apply if: (a) compelled to disclose such document or information by judicial, regulatory or administrative process or other provisions of law; (b) such document or information is generally available to the public; (c) such document or information was available to the receiving Party on a non-confidential basis; or (d) such document or information was available to the receiving Party on a non-confidential basis from a third-party, provided that the receiving Party does not know, and, by reasonable effort, could not know that such third-party is prohibited from transmitting the document or information to the receiving Party by a contractual, legal or fiduciary obligation.

To the extent that Seller obtains information relating to a Subscriber's utility account that is confidential, proprietary or generally non-public from Subscribers, including Subscribers' utility account number, utility account name, and meter number, Seller shall maintain the confidentiality and security of such information received from Subscribers. Further, Seller shall not release such Subscriber's information to any other person or entity other than the Subscriber without the Subscriber's written consent to such release.

The Parties are entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation. If a Party is required or requested to disclose any confidential information as provided in (a) above, the disclosing Party shall provide the other Party with written notice within five (5) Business Day so that the other Party may seek on its own behalf a protective order or any other appropriate remedy. If such protective order or other remedy is not obtained, the disclosing Party will cooperate with the other Party's counsel to enable such Party to obtain a protective order or other reliable assurance that confidential treatment will be accorded the confidential information. The Parties shall maintain the confidentiality of the terms of the Transaction(s) hereunder in compliance with Section 16-111.5(h) of the Illinois Public Utilities Act (220 ILCS 5/16-111.5(h)). All confidentiality obligations set forth herein shall survive following the expiration or termination of this Agreement, provided, however, that with respect to any confidential information that constitutes a "trade secret" under applicable law, these covenants shall apply for the life of the trade secret.

15.5 Day Conventions.

Unless otherwise specifically provided herein or in a Product Order, (i) "day" means a calendar day and includes Saturdays, Sundays and holidays, and (ii) if a payment falls due on a day that is not a Business Day, the payment will be due on the next Business Day thereafter.

15.6 Indemnity.

Each Party will indemnify, defend and hold harmless the other Party from and against any claims or demands made by others arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to Product is vested in such Party as provided herein, except to the extent arising from the indemnified Party's own gross negligence or willful misconduct. Each Party will indemnify, defend and hold harmless the other Party against any taxes for which such Party is responsible under Section 5.5.

15.7 General.

(a) This Agreement constitutes the entire agreement between the Parties relating to its subject matter. Any prior agreement or negotiation between the Parties with respect to the subject hereof is superseded. Any Product Order or any collateral, credit support or margin agreement or similar arrangement between the Parties will, upon designation by the Parties, be deemed part hereof and incorporated herein by reference, with this Agreement controlling in the event of a contradiction.

(b) This Agreement will be considered for all purposes as prepared through the joint efforts of the Parties and not be construed against one Party or the other as a result of the preparation, substitution, organizational membership, submission or other event of negotiation, drafting or execution hereof.

(c) No amendment or modification hereto or to any written Product Order is enforceable unless in writing and executed by both Parties.

(d) Headings used herein are for convenience and reference purposes only.

(e) Nothing herein constitutes any Party a partner, agent or legal representative of the other Party or creates any fiduciary relationship between them.

(f) The waiver by either Party of a default or a breach by the other Party will not operate or be construed to operate as a waiver of any subsequent default or breach. The making or the acceptance of a payment by either Party with knowledge of the existence of a default or breach will not operate as a waiver of any default or breach.

(g) Except as provided in a Product Order or pursuant to Article 11, if any provision hereof is, for any reason, determined to be invalid, illegal, or unenforceable in any respect, the Parties will negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions that will, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions hereof will, as so amended, modified, or supplemented, or otherwise affected by such action, remain in full force and effect.

(h) This Agreement may be executed in counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same original instrument. Delivery of an executed counterpart of a signature page to the Agreement by electronic means shall be effective as delivery of a manually executed counterpart of the Agreement. Electronic copies of executed original copies of the Agreement shall be sufficient and admissible evidence of the content and existence of the Agreement to the same extent as the originally executed copy or copies (if executed in counterpart).

(i) Any document generated by the Parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither Party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

(j) Exhibits are provided as samples for convenience of Parties and the actual forms and reports issued under this Agreement may reflect differences that are non-material in nature to facilitate the administration of this Agreement, and if necessary to correct typographical errors, cure inconsistencies in the provisions of this Agreement or clarify the intent of the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

____________________________	__________________________
Party A Name	Party B Name
By:	By:
Name:	Name:
Title:	Title:

LIST: ACCOMPANYING EXHIBITS

Exhibit A – Form of Product Order

Exhibit B – Contact Information for Notices

Exhibit C – Form of Reports and Notices

- Exhibit C-1 – Bi-Annual System Status Report
- Exhibit C-2 – Community Solar Quarterly Report
- Exhibit C-3 – REC Annual Report
- Exhibit C-4 – Form of Acknowledgement of Assignment Notice
- Exhibit C-5 – Form of Acknowledgement of Assignment and Consent Notice

Exhibit D – Form of Invoice

Exhibit E – Form of Security Instruments

Exhibit F – Examples

- Exhibit F-1 – Delivery Schedule Example
- Exhibit F-2 – Surplus RECs and Drawdown Payments Example
- Exhibit F-3 – Community Solar First Year Quarterly Payment Adjustment Example
- Exhibit F-4 – Quarterly Netting Statement Calculations Example
- Exhibit F-5 – Net Out of Settlement Amount Calculations Example

Posted: September 4, 2020 (Draft)

EXHIBIT A

Form of Product Order

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

Contract Number: _______________________
Agreement Effective Date: _______________________
Trade Date: ________________

Buyer: _________________

Seller: _________________
Approved Vendor ID: ______________

Batch ID: ______________

Designated Systems included in Batch

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

Batch sum of Proposed Nameplate Capacity = _________kW

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

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

____________________________________ ________________________________

(“Party A” or “Seller”) (“Party B” or “Buyer”)

Signed:____________________________ Signed:__________________________

Name:_____________________________ Name:___________________________

Title:______________________________ Title:____________________________

Posted: September 4, 2020 (Draft)

Schedule A to Exhibit A

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

Date of Schedule A Creation or Update: ______________

Trade Date: ________________

Batch ID: ______________

(a) Designated System ID: ___________________

(b) System Address: ___________________

(c) Group, Category, Block: ___________________

(d) Class of Resource:

[ ] Distributed Renewable Energy Generation Device

[ ] Community Renewable Energy Generation Project

(e) Scheduled Energized Date: ___________

(f) Proposed Price = $____/REC

(g) Proposed 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
= $________________

If applicable to Community Renewable Energy Generation Project:

(i) Small Subscriber Lottery Claim: [Y/N]
(ii) % Small Subscriber (Intended): __________

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 or Update: ______________

Trade Date: ________________

Batch ID: ______________

(a) Designated System ID:

(b) Tracking System:

[ ] PJM-EIS GATS

[ ] 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) Date of Final Interconnection Approval:________________

(g) Date of Energization: ___________

(h) Quarterly Payment Cycle (Check only one)

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

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

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

(i) Contract Price = $____/REC

(j) Actual Capacity Factor: _____%

(k) Contract Capacity Factor: _____%

(l) Actual Nameplate Capacity: _______kW (AC Rating)

(m) Contract Nameplate Capacity: _______kW (AC Rating)

(n) Designated System Contract Maximum REC Quantity = _______RECs

(o) REC Purchase Payment Amount = Contract Price x Designated System Contract Maximum REC Quantity.

(p) Collateral Requirement
= 5% x Contract Price x Designated System Contract Maximum REC Quantity
= $________________

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

(q) Percent of Actual Nameplate Capacity being Subscribed = ____%

(r) Community Solar Subscription Mix = ____%

Subscriber Information

Unique Subscriber Identifier	**Subscription Size (kW)**[74]	**Qualified Small Subscriber (Y/N)**	**Subscription Start Date**	**Subscription End Date (if applicable)**

TO BE USED IN CASE OF SYSTEM REMOVAL

Date of removal from Agreement: ____________

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

Disposition of Collateral Requirement upon removal: _____________

[74] 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 Energization of a Designated System or removal of a Designated System)

Agreement Effective Date: _______________________
Schedule C Update Date: _______________________
Trade Date: ________________
Batch ID: ______________

Buyer: _________________

Seller: _________________
Approved Vendor ID: ______________

Updated Designated Systems included in Batch

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

List of Designated Systems Removed from Batch

Designated System ID	Contract Nameplate Capacity	Date of Removal
	kW	
	kW	
	kW	
	kW	
	kW	
	kW	
	kW	

Schedule D to Exhibit A
Designated System Removal Notice

(To be provided by Seller for the removal of a Designated System from this Agreement pursuant to but not limited to Section 2.4(d), Section 2.4(d), Section 2.4(d), Section 2.4(d) and Section 2.4(d))

Deleted: *2.4(b)(iii)*
Deleted: *2.5(b)*
Deleted: *7.2*
Deleted: *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 in Docket No. 19-0995, of one (1) or more Designated Systems listed more fully on Attachment A to this Designated System Removal Notice (the "Removed Designated Systems") from this Agreement as of the Effective Date for each respective removed Designated System written in column H of Attachment A to this Designated System Removal Notice.

2. For each removed Designated System, the predicate event that gave rise to the removal of that Designated System under this Agreement is listed on Attachment A to this Designated System Removal Notice under column D, "Reason for Removal." (A guide to the alphabetic codes is shown below Attachment A to this Designated System Removal Notice.)

3. Each applicable Product Order(s) is being removed from this Agreement in its entirety if no Designated Systems then remain in such Product Order, as noted in column B of Attachment A to this Designated System Removal Notice.

4. For each removed Designated System, any required payment by Seller to Buyer under this Agreement in connection with the removal of such Designated System is noted in Column F of Attachment A to this Designated System Removal Notice.

5. For each removed Designated System, for any Reason for Removal other than E, G, H, I, or L, 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 the Seller) is not received by Buyer within [●] 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 the Buyer (but not forfeited by Seller) in connection with the removed Designated Systems shall be promptly returned to Seller (including an allowance for a downward adjustment of a Letter of Credit, if applicable).

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.

<u>Buyer's and IPA's Acknowledgement of Seller's Request</u>

For Buyer:

Signature: ____

Name: ________________

Title: _________________

Date: _________________

For the Illinois Power Agency:

Signature: ____

Name: ________________

Title: _________________

Date: _________________

<u>Seller's Acknowledgement of Receipt</u>

Signature: ____

Posted: September 4, 2020 (Draft)

Name: ________________

Title: _________________

Date: _________________

Posted: September 4, 2020 (Draft)

Designated System Removal Notice to Exhibit A

ATTACHMENT A to the Designated System Removal Notice

REMOVED DESIGNATED SYSTEMS

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

Reasons for Removal: Alphabetic codes

A: The Designated System was determined to be noncompliant with the requirements under Section 2.2(a) of the REC Contract, including after Seller had a period of twenty (20) Business Days after notice as provided in this Agreement to demonstrate that the event had not occurred, and the Designated System was thus automatically removed.
Resulting payment: Seller pays the sum of (i) the Collateral Requirement with respect to such

Designated System and (ii) one hundred ten percent (110%) of the total payments Seller has received from Buyer associated with RECs from such Designated System.

B: The Designated System was determined to be noncompliant with the requirements under Section 2.2(b), including after Seller had a period of twenty (20) Business Days after notice as provided in this Agreement to demonstrate that the event had not occurred, and the Designated System was thus automatically removed.
Resulting payment: Seller pays the sum of (i) the Collateral Requirement with respect to such Designated System and (ii) one hundred percent (100%) of the total payments Seller has received from Buyer associated with RECs from such Designated System.

C: The Designated System was determined to be noncompliant with the requirements under Section 2.2(c), including after Seller had a period of twenty (20) Business Days after notice as provided in this Agreement to demonstrate that the event had not occurred, and the Designated System was thus automatically removed.
Resulting payment: Seller pays the sum of (i) the Collateral Requirement with respect to such Designated System and (ii) one hundred percent (100%) of the total payments Seller has received from Buyer associated with RECs from such Designated System.

D: The Designated System was determined to be noncompliant with the requirements under Section 2.2(d), including after Seller had a period of twenty (20) Business Days after notice as provided in this Agreement to demonstrate that the event had not occurred, and the Designated System was thus automatically removed.
Resulting payment: Seller pays the sum of (i) the Collateral Requirement with respect to such Designated System and (ii) one hundred percent (100%) of the total payments Seller has received from Buyer associated with RECs from such Designated System.

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: Seller owes $0 to Buyer. Buyer provides to Seller a refund from previously posted Performance Assurance in the amount of the Collateral Requirement associated with such Designated System.

F: The Designated System was not Energized by the Scheduled Energized Date (plus any extension granted under Section 2.4(b)), so was automatically removed pursuant to Section 2.4(d).
Resulting payment: Seller pays to Buyer the Collateral Requirement associated with the Designated System plus any extension fees associated with such Designated System that have been paid by Seller to Buyer.

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.

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 2.5(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.

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 automatically removed pursuant to Section 2.5(b).
Resulting payment: Seller forfeits the portion of previously posted Performance Assurance equal to the Collateral Requirement associated with the Designated System. This forfeited amount may be re-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.

J: The IPA determined in its reasonable discretion that 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 notifies Buyer and Seller.
Resulting payment: Seller pays the sum of (i) the Collateral Requirement with respect to such Designated System and (ii) one hundred percent (100%) of the total payments Seller has received from Buyer associated with RECs from such Designated System.

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(a)4.1(b); the Designated System was thus automatically removed, pursuant to Section 4.1(a)4.1(b).
Resulting payment: Seller pays the sum of (i) the Collateral Requirement with respect to such

Designated System and (ii) one hundred percent (100%) of the total payments Seller has received from Buyer associated with RECs from such Designated System.

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 within 30 days of having received the subject interconnection cost estimate that it is disputing such interconnection cost estimate and to make the refund request within 14 days of having received a final estimate as the result of an interconnection cost dispute).
Resulting payment: Seller forfeits 25% of the Performance Assurance Amount previously posted in connection with the Designated System; the remaining 75% of Performance Assurance Amount is returned by Buyer to Seller. It is possible that this Reason for System Removal occurs prior to Seller's posting of Seller's Performance Assurance. In such a case, Seller shall pay Buyer an amount equal to 25% of the Collateral Requirement associated with such Designated System.

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 automatically removed pursuant to the same Article 10.
Resulting payment: If payments have been made to Seller with respect to the Designated System, Seller shall return the amount of payment based on the applicable Contract Price and on the difference between the number of RECs used to calculate payment and the number of RECs Delivered from such Designated System (not to exceed the Designated System Contract Maximum REC Quantity). Upon the resulting payment by Seller, Seller may request for the reduction of a portion of the Performance Assurance Amount attributable to such Designated System.

N: Seller exercised its option to remove the Designated System pursuant to Section 2.4(d) of this Agreement.
Resulting payment: Seller forfeits the portion of previously posted Performance Assurance equal to the Collateral Requirement associated with the Designated System.

EXHIBIT B

Contact Information for Notices

All notices to the Illinois Power Agency to be sent to: ________________________________

Party A: ______________________

All Notices:
Street:
City:
State and ZIP:
Attn:
Phone:
Email:
Federal Tax ID Number:

Invoices:
Attn:
Phone:
Email:

With a copy to:
Attn:
Phone:
Email:

Payments:
Attn:
Phone:
Email:

Wire Transfer:
BNK:
ABA:
ACCT:

ACH Transfer:
BNK:
ABA:
ACCT:

Credit and Collections:
Attn:
Phone:
Email:

REC Deliveries and Standing Orders:
Attn:
Phone:
Email:

Party B: ______________________________

All Notices:
Street:
City:
State and ZIP:
Attn:
Phone:
Email:
Federal Tax ID Number:

Invoices:
Attn:
Phone:
Email:

With a copy to:
Attn:
Phone:
Email:

Payments:
Attn:
Phone:
Email:

Wire Transfer:
BNK:
ABA:
ACCT:

ACH Transfer:
BNK:
ABA:
ACCT:

Credit and Collections:
Attn:
Phone:
Email:

REC Deliveries and Standing Orders:
Attn:
Phone:
Email:

With additional Notices of an Event of Default or Potential Event of Default to:	With additional Notices of an Event of Default or Potential Event of Default to:
Attn: Phone: Email:	Attn: Phone: Email:

Posted: September 4, 2020 (Draft)

EXHIBIT C

Form of Reports and Notices

Exhibit C-1
Bi-Annual System Status Report

(With respect to each Designated System that is not yet Energized and where the Proposed Nameplate Capacity is equal or greater than 25 kW, Seller must provide the information required in this Bi-Annual System Status Report. Seller shall submit the Bi-Annual System Status Report to Buyer and the IPA every 6 months after the Trade Date indicated in the applicable Product Order that includes the Designated System in accordance with Section 6.1 of the Agreement.)

Agreement Effective Date: _______________________
Trade Date: ________________
Date of Bi-Annual System Status Report: ________________

Buyer: _________________

Seller: _________________
Approved Vendor ID: ______________

Batch ID: ______________

	Item	Information
1	Designated System ID	
2	Project Name	
3	Proposed Nameplate Capacity	
4	Contract Capacity Factor (%)	
5	Project Status	[not yet under construction, under construction and X% complete, complete awaiting inspections or interconnection approvals] Details of Project Status:
6	Extension Requested	[Y/N] Date of Request: Reason: [interconnection delay, permitting delay, etc.] Status of Extension: [Granted/Denied/Pending] Length of Extension: Additional Information (Optional):
7	Requests to change REC obligation (may enter multiple)	Type (suspension, reduction, elimination, Force Majeure) Date of Request: Status of Request:

Notes:

1. This will be filled out on the illinoisabp.com site and Approved Vendors will be prompted to complete the report every 6 months until Part II of the project application is complete.
2. System information will be prefilled.
3. Community Renewable Energy Generation Projects will have additional Subscriber reporting requirements contained in Exhibit C-2.

Posted: September 4, 2020 (Draft)

Exhibit C-2
Community Solar Quarterly Report

(With respect to each Community Renewable Energy Generation Project that has been Energized, Seller shall submit the Community Solar Quarterly Report on a quarterly basis during the first four (4) full Quarterly Periods after the date of Energization in accordance with Section 6.2 of the Agreement).

Agreement Effective Date: ______________________
Trade Date: ________________
Date of Community Solar Quarterly Report: ________________

[ ] Payment Cycle A: consists of the following Quarterly Periods: January through March, April through June, July through September and October through December.

[ ] Payment Cycle B: consists of the following Quarterly Periods: February through April, May through July, August through October and November through January.

[ ] Payment Cycle C: consists of the following Quarterly Periods: March through May, June through August, September through November and December through February.

Buyer: _________________

Seller: _________________
Approved Vendor ID: ______________

Batch ID: ______________

	Item	Information
1	Designated System ID	
2	Project Name	
3	PJM-EIS GATS or M-RETS ID	
4	Actual Nameplate Capacity	
5	Contract Nameplate Capacity	
6	Contract Capacity Factor (%)	
7	REC deliveries since last report (or since Energization if first report)	
	Date of first REC delivery	
	RECs contracted	
	RECs Delivered	
8	Associated Collateral Requirement held by Buyer	
9	Requests to change REC obligation (may enter multiple)	Type (suspension, reduction, elimination, Force Majeure) Date of Request: Status of Request: [Granted, Denied, Pending]
10	Consumer complaints received	

Subscriber Information

Unique Subscriber	**Subscription Size (kW)**	**Qualified Small Subscriber**	**Subscription Start Date**	**Subscription End Date (if**

Identifier		(Y/N)		applicable)

Example

Unique Subscriber Identifier	Subscription Size (kW)	Qualified Small Subscriber (Y/N)	Subscription Start Date	Subscription End Date (if Subscription has ended)
343323553	5.00	Y	6/1/2021	
598398998	55.00	N	7/1/2021	11/1/2021
34005030	44.00	N	4/1/2021	

Notes:

1. The Community Solar Quarterly Reports submitted are to be included with the REC Annual Report as applicable.
2. This information will be filled out on the illinoisabp.com site and this exhibit is simply illustrative of the information that will be captured in that online report.
3. The Subscription size shall be rounded to two (2) decimal places.

Exhibit C-3
REC Annual Report

(Seller shall submit a REC Annual Report to Buyer and the IPA no later than July 15 each year following the conclusion of the immediately preceding Delivery Year ending on May 31 in accordance with Section 6.3 of the Agreement. For avoidance of doubt, the REC Annual Report is required by Seller regardless of whether Seller has Designated Systems that are Energized or not. Further, for avoidance of doubt, the REC Annual Report shall not be required of Seller in the same Delivery Year as the Delivery Year when the Agreement was entered into and became effective.[75]

(The Annual Report must contain information for each Designated System)

Buyer: _________________

Seller: _________________
Approved Vendor ID: ______________

Batch ID: ______________
Date of REC Annual Report: ________________
Delivery Year: ________________

	Item	Information (fill in N/A if not applicable).
1	Designated System ID	
2	Project Name	
3	Project Status	[not yet under construction; under construction and X% complete; complete awaiting inspections or interconnection approvals] Details of Project Status:
4	Proposed Nameplate Capacity	(if not yet Energized)
4	Actual Nameplate Capacity	(if Energized)
4	Contract Nameplate Capacity	(if Energized)
5	Proposed Capacity Factor (%)	
5	Actual Capacity Factor (%)	
5	Contract Capacity Factor (%)	
6	PJM-EIS GATS or M-RETS ID	(if Energized)
7	REC deliveries since last report (or since Energization if first report)	
	Date of first REC delivery (or N/A if not applicable)	
	Confirmation of uploaded meter readings	[Y/N]
	RECs contracted	
	RECs Delivered	
8	Extension Requested	[Y/N] Date of Request: Reason: [interconnection delay, permitting delay, etc.]

[75] For example, if the Agreement's Effective Date is June 1, 2022, the first REC Report is due by July 15, 2023. If the Agreement's Effective Date is April 15, 2022, the first REC Report is due by July 15, 2022.

		Status of Extension: [Granted/Denied/Pending] Length of Extension: Additional Information (Optional):
9	Associated Collateral Requirement held by Buyer	
10	Requests to change REC obligation (may enter multiple)	Type (suspension, reduction, elimination, Force Majeure) Date of Request: Status of Request: [Granted, Denied, Pending]
11	Consumer complaints received	

Notes:

1. This will be filled out on the illinoisabp.com website using a customer annual report portal.
2. System information will be prefilled.
3. Production data can be automatically filled by uploading the "my generation" .csv from GATS or equivalent from M-RETS.
4. Community Renewable Energy Generation Projects will have additional ongoing Subscriber reporting requirements in each REC Annual Report, including all the data fields contained in Exhibit C-2.

Exhibit C-4
Form of Acknowledgement of Assignment Notice

ACKNOWLEDGMENT OF ASSIGNMENT

By this Acknowledgment of the Assignment of **Adjustable Block Program ("ABP") Contract No.______________________** for those batches listed in Attachment A **("the Assigned Obligations" for purposes of this form),** as contemplated in Section 13.1 of the ABP Contract,
the **Buyer ____________________________________**, **Seller/Assignor** _______________________________, and **Transferee/Assignee**______________________________, each a "Party" (and, collectively, the "Parties"), agree to and acknowledge the following:

Through their execution below, the Parties agree that this Acknowledgment of Assignment may be signed in counterparts, is effective only upon execution by all three Parties, and, unless otherwise specified, shall be effective as of the date of last execution.

SELLER/ASSIGNOR acknowledges that it requested on_____________________________that the Assigned Obligations be assigned to the Transferee/Assignee; acknowledges that it has consented to assign the Assigned Obligations to Transferee/Assignee; acknowledges that it must provide all pertinent contact and payment information with respect to the Assignee and pay any applicable assignment fees prior to the effectiveness of this assignment; and acknowledges that upon doing so, it has been expressly released from any rights and obligations related to the Assigned Obligations under this Agreement.

Signed By (name/title): ____

____
Signature DATE

TRANSFEREE/ASSIGNEE acknowledges that, with respect to the Assigned Obligations, it has consented to assume all responsibilities of Seller under this Agreement; agrees to be bound by all terms, conditions, and deadlines present in the ABP Contract; represents that it is an Approved Vendor in good standing in the Adjustable Block Program (or, in the case of foreclosure on collateral, agrees to become an Approved Vendor or assign this contract within 180 days); and agrees to provide all necessary documentation demonstrating that it meets all conditions specific to a Seller under this Agreement to the extent that it has not already done so.

Signed By (name/title): ____

____
Signature DATE

BUYER acknowledges that it received a notification for Assignment of the Assigned Obligations under this Agreement from the Seller/Assignor; recognizes that Transferee/Assignee has submitted necessary documentation demonstrating that it meets all conditions specific to a Seller under this Agreement; and acknowledges that it has received applicable assignment fees under Section 13.1 of the ABP Contract as well as contact and payment information for Transferee/Assignee.

Signed By (name/title): ____

____

Signature DATE

Form of Acknowledgement of Assignment Notice

ATTACHMENT A

ASSIGNOR: ____

ASSIGNEE: ____

BUYER (UTILITY): ____

FROM CONTRACT NO.: ____

TO CONTRACT NO.: ____

☐ This assignment is for the entirety of the contract.

☐ This assignment is for the following batches under the contract:

BATCH NO.	BATCH SIZE	TRADE DATE

Exhibit C-5
Form of Acknowledgement of Assignment and Consent Notice

(This Form shall be used if the transferee is not currently a counterparty to a REC agreement under the ABP)

ACKNOWLEDGMENT OF ASSIGNMENT AND CONSENT

By this Acknowledgment of the Assignment of **Adjustable Block Program ("ABP") Contract No.______________________** for those batches listed in Attachment A **("the Assigned Obligations" for purposes of this form),** as contemplated in Section 13.1 of the ABP Contract, the **Buyer __________________________________**, **Seller/Assignor** ______________________________, and **Transferee/Assignee**______________________________, each a "Party" (and, collectively, the "Parties"), agree to and acknowledge the following:

Through their execution below, the Parties agree that this Acknowledgment of Assignment may be signed in counterparts, is effective only upon execution by all three Parties, and, unless otherwise specified, shall be effective as of the date of last execution.

SELLER/ASSIGNOR acknowledges that it requested on____________________________that the Assigned Obligations be assigned to the Transferee/Assignee; acknowledges that it hasconsented to assign the Assigned Obligations to Transferee/Assignee; acknowledges that it must provide all pertinent contact and payment information with respect to the Assignee and pay any applicable assignment fees prior to the effectiveness of this assignment; and acknowledges that only upon Buyer's approval of the Assignment demonstrated through its execution below has it been expressly released from any rights and obligations related to the Assigned Obligations under this Agreement.

Signed By (name/title): ____

____

Signature DATE

TRANSFEREE/ASSIGNEE acknowledges that, with respect to the Assigned Obligations, ithas consented to assume all responsibilities of Seller under this Agreement; agrees to be bound by all terms, conditions, and deadlines present in the ABP Contract; represents that it is an Approved Vendor in good standing in the Adjustable Block Program (or, in the case of foreclosure on collateral, agrees to become an Approved Vendor or assign this contract within 180 days); and agrees to provide all necessary documentation demonstrating that it meets all conditions specific to a Seller under this Agreement to the extent that it has not already done so.

Signed By (name/title): ____

Posted: September 4, 2020 (Draft)

Signature DATE

BUYER acknowledges that it received a Request for the Approval of the Assigned Obligations under Section 13.1 of the ABP Contract from the Seller/Assignor; recognizes that Transferee/Assignee has submitted necessary documentation demonstrating that it meets all conditions specific to a Seller under this Agreement; acknowledges that it has received applicable assignment fees under Section 13.1 of the ABP Contract as well as contact and payment information for Transferee/Assignee; and, through its execution below, hereby offers its written consent to effectuate the Assignment.

Signed By (name/title): ____

____

Signature DATE

Form of Acknowledgement of Assignment and Consent Notice

ATTACHMENT A

ASSIGNOR: ____

ASSIGNEE: ____

BUYER (UTILITY): ____

FROM CONTRACT NO.: ____

TO CONTRACT NO.: ____

☐ This assignment is for the entirety of the contract.

☐ This assignment is for the following batches under the contract:

BATCH NO.	BATCH SIZE	TRADE DATE

EXHIBIT D

Form of Invoice

With respect to a Quarterly Payment Cycle, no more than one (1) invoice will be processed for payment per Quarterly Period of the Quarterly Payment Cycle. 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.

(The Form of Invoice must contain information for all Designated Systems in the applicable Quarterly Payment Cycle)

Invoice ID: ______________

Invoice Date: ______________

Quarterly Payment Cycle (A, B, or C): ______________

Buyer: _________________

Buyer Address: ______________

Approved Vendor name: ______________

Approved Vendor address: ______________

Approved Vendor contract ID: ______________

Date Due: ______________

Cumulative Amount Previously Invoiced: $______________

Maximum Allowable Payment: $______________

This is the Maximum Allowable Payment for this Quarterly Payment Cycle. This amount does not reflect any payments withheld under the Section 7.1(c) of the Agreement. If the Quarterly Payment Cycle include payment for a Community Renewable Energy Generation Project, then the Maximum Allowable Payment may include quarterly payment adjustments pursuant to Section 2.6 and as described in Exhibit F-3.

DESCRIPTION		AMOUNT
Payment for RECs from [month, year] through [month, year] from the following projects:		
Designated System ID ______	at $_____/REC	$ _________
Designated System ID ______	at $_____/REC	$ _________
Designated System ID ______	at $_____/REC	$ _________
Designated System ID ______	at $_____/REC	$ _________
Designated System ID ______	at $_____/REC	$ _________

Designated System ID ______	at $_____/REC	$ ________
Maximum Allowable Payment		$ ________

REMIT PAYMENT TO:

Wire Transfer: ______________

ACH Transfer: ______________

EXHIBIT E

Form of Security Instruments

Posted: September 4, 2020 (Draft)

Form of Letter of Credit

OPTION 1

IRREVOCABLE STANDBY LETTER OF CREDIT FORM
DATE OF ISSUANCE: ________________________________

[Address]

Re: Credit No. ____________________

We, ________________ (the "Issuing Bank"), hereby establish our Irrevocable Transferable Standby Letter of Credit (the "Letter of Credit") in favor of_______________________ (you, the "Beneficiary") for the account of __________________ (the "Account Party"), for the aggregate amount not exceeding ___________ _____________ United States Dollars ($_______________), available to you at sight upon demand at our counters at __________________ [designate Issuing Bank's location for presentments] on or before the expiration hereof against presentation to us of one or more of the following statements, dated and signed by an Authorized Officer of the Beneficiary:

1. "An Event of Default (as defined in the Renewable Energy Credit Agreement dated as of ________ between [Beneficiary Name] ("Beneficiary") and [Account Party's Name] ("Account Party"), as the same may be amended (the "Agreement")) has occurred and is continuing with respect to Account Party under the Agreement and no Event of Default has occurred and is continuing with respect to the Beneficiary of this Letter of Credit. Wherefore, the undersigned does hereby demand payment of ______________United States Dollars ($__________) [or the entire undrawn amount of the Letter of Credit]";

2. "An Early Termination Date (as defined in the Renewable Energy Credit Agreement dated as of ________ between [Beneficiary Name] ("Beneficiary") and [Account Party's Name] ("Account Party"), as the same may be amended (the "Agreement")) has occurred and is continuing with respect to Account Party under the Agreement and no Event of Default has occurred and is continuing with respect to the Beneficiary of this Letter of Credit. Wherefore, the undersigned does hereby demand payment of ______________United States Dollars ($__________) [or the entire undrawn amount of the Letter of Credit]";

3. "The expiration date of your Letter of Credit is less than twenty (20) days from the date of this statement, and Account Party under such Letter of Credit is required, but has failed, to provide a replacement letter of credit or other collateral beyond such expiration date in accordance with, and to assure performance of, its obligations under the Renewable Energy Credit Agreement between Account Party and the Beneficiary of the Letter of Credit (as the same may be amended, the "Agreement"). No event of default has occurred and is continuing under the Agreement with respect to the Beneficiary. Wherefore, the undersigned does hereby demand payment of ______________United States Dollars ($__________) [or the entire undrawn amount of the Letter of Credit]"; or

4. "An event permitting a Drawdown Payment (as defined in the Renewable Energy Credit Agreement dated as of _____ between [Beneficiary Name] ("Beneficiary") and [Account Party's Name] ("Account Party"), as the same may be amended (the "Agreement")) has occurred and such Drawdown Payment has not been received by Beneficiary within the time period prescribed in the Agreement. Wherefore, the undersigned does hereby demand payment of ______________United States Dollars ($__________) [or the entire undrawn amount of the Letter of Credit]".

This Letter of Credit shall expire on ________________. It is a condition of this Letter of Credit that it will be automatically extended for one year periods (to the immediately following anniversary of its then current expiration date) following its then current expiration date, unless at least sixty (60) days before its then current expiration date, we notify you, by electronic means to _________________________________ Attn: _________ ______________ that we do not intend to extend this Letter of Credit; provided that the original notice shall be simultaneously forwarded by overnight courier service to you at the above address; provided further that the failure of the courier service to timely deliver shall not affect the efficacy of the notice.

Partial drawings are permitted hereunder and multiple presentations are permitted hereunder. The amount available for drawing by you under this Letter of Credit shall be automatically reduced by the amount of any drawings paid through us referencing this Letter of Credit. Presentation of demands for drawings in amounts that exceed the amount available to be drawn hereunder shall not be deemed a failure to comply with the requirements above, provided that the amounts payable on any such demand shall thus be limited to the amount then available to be drawn under this Letter of Credit.

We hereby agree with you that documents drawn under and in compliance with the terms and conditions of this Letter of Credit shall be duly honored upon presentation as specified. Drafts, document(s) and other communications hereunder may be presented or delivered to us by facsimile transmission or electronic means. Presentation of documents to effect a draw by facsimile must be made to the following facsimile number: _______________, and confirmed by telephone to us at the following number: ________________. Presentation of documents to effect a draw by electronic means must be made to the following email address: _______________, and confirmed by telephone to us at the following number: ________________. In the event of a presentation via facsimile transmission or via electronic means, no mail confirmation is necessary and the facsimile transmission or the electronic communication will constitute the operative drawing documents.

This Letter of Credit shall be governed by the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Publication No. 600, or any successor publication thereto (the "UCP"), except to the extent that the terms hereof are inconsistent with the provisions of the UCP, including but not limited to Articles 14(b), 16(d) and 36 of the UCP, in which case the terms of this Letter of Credit shall govern. Matters not covered by the UCP shall be governed and construed in accordance with the laws of the State of New York.

With respect to Article 14(b) of the UCP, the Issuing Bank shall have a reasonable amount of time, not to exceed three (3) Business Days, following the date of its receipt of documents from the Beneficiary, to examine the documents and determine whether to take up or refuse the documents and shall inform the Beneficiary accordingly. With respect to Article 16(d) of the UCP, the notice required in sub-article 16C must be given no later than the banks' close of business on the third Business Day following the date of presentation.

Article 36 of the UCP as it applies to this Irrevocable Standby Letter of Credit is hereby modified to provide that in the event of an Act of God, riot, civil commotion, insurrection, war or any other cause beyond our control that interrupts our business (collectively, an "Interruption Event") and causes the place for presentation of this Letter of Credit to be closed for business on the last day for presentation, the expiry date of this Letter of Credit will be automatically extended without amendment to a date thirty (30) calendar days after the place for presentation reopens for business. Article 36 of the UCP as it applies to this Irrevocable Standby Letter of Credit is hereby further modified to provide that any alternate place for presentation that we designate must be located in the United States.

We, the Issuing Bank, hereby certify that as of the Date of Issuance of this Irrevocable Standby Letter of Credit our senior unsecured debt is rated "A-" or better by S&P Global Ratings ("S&P") if rated by S&P, "A3" or better from Moody's Investors Service ("Moody's") if rated by Moody's, and "A-" or better by Fitch Ratings ("Fitch") if rated by Fitch. We hereby certify that our senior unsecured debt is rated by at least two of S&P, Moody's, and Fitch. If affiliated with a foreign bank, we further certify we are a U.S. branch office of such foreign bank and that as of the Date of Issuance of this Letter of Credit, our senior unsecured debt meets the ratings requirement of this paragraph.

As used herein, the term "Business Day" means any day on which Federal Reserve Banks and Branches are open for business, such that payments can be effected on the Fedwire system and the term "Authorized Officer" means President, Treasurer, any Vice President or any Assistant Treasurer.

This Letter of Credit is transferable in whole but not in part, in accordance with the procedures in UCP 600 through the submission of a Letter of Full Transfer utilizing one of the attached forms of Letter of Full Transfer (Schedules 1-3), accompanied by the original Letter of Credit and original amendments, if any, but otherwise may not be amended, changed or modified without the express written consent of the Beneficiary, the Issuing Bank and the Account Party.

This Letter of Credit may not be transferred to any person with which U.S. persons are prohibited from doing business under U.S. Foreign Assets Control Regulations or other applicable U.S. Laws and Regulations.

We will not make any payment under this Letter of Credit (1) to any entity or person who is subject to the sanctions issued by the United States Department of Commerce, or to whom payment is prohibited by the foreign asset control regulations of the United States Department of the Treasury, or (2) which otherwise is in contravention of United

States laws and regulations.

[The Issuing Bank may add specific contact or additional information or administrative- only comments at this point. However, such comments shall not create or alter any rights that vary from the above language].

[BANK SIGNATURE**]**

Posted: September 4, 2020 (Draft)

OPTION 2

IRREVOCABLE STANDBY LETTER OF CREDIT FORM
DATE OF ISSUANCE: ______________________________

[Address]

Re: Credit No. ____________________

We, _____________ (the “Issuing Bank”), hereby establish our Irrevocable Transferable Standby Letter of Credit (the “Letter of Credit”) in favor of ______________________ (you, the “Beneficiary”) for the account of _ ____________________ (the “Account Party”), for the aggregate amount not exceeding ____________________ ______ United States Dollars ($__), available to you at sight upon demand at our counters at__________________ ______ [designate Issuing Bank’s location for presentments] on or before the expiration hereof against presentation to us of one or more of the following statements, dated and signed by an Authorized Officer of the Beneficiary:

1. “An Event of Default (as defined in the Renewable Energy Credit Agreement dated as of ________ between [Beneficiary Name] (“Beneficiary”) and [Account Party’s Name] (“Account Party”), as the same may be amended (the “Agreement”)) has occurred and is continuing with respect to Account Party under the Agreement and no Event of Default has occurred and is continuing with respect to the Beneficiary of this Letter of Credit. Wherefore, the undersigned does hereby demand payment of ______________United States Dollars ($__________) [or the entire undrawn amount of the Letter of Credit]”;

2. “An Early Termination Date (as defined in the Renewable Energy Credit Agreement dated as of ________ between [Beneficiary Name] (“Beneficiary”) and [Account Party’s Name] (“Account Party”), as the same may be amended (the “Agreement”)) has occurred and is continuing with respect to Account Party under the Agreement and no Event of Default has occurred and is continuing with respect to the Beneficiary of this Letter of Credit. Wherefore, the undersigned does hereby demand payment of ______________United States Dollars ($__________) [or the entire undrawn amount of the Letter of Credit]”;

3. “The expiration date of your Letter of Credit is less than twenty (20) days from the date of this statement, and the Account Party under such Letter of Credit is required, but has failed, to provide a replacement letter of credit or other collateral beyond such expiration date in accordance with, and to assure performance of, its obligations under the Renewable Energy Credit Agreement between Account Party and the Beneficiary of the Letter of Credit (as the same may be amended, the “Agreement”). No event of default has occurred and is continuing under the Agreement with respect to the Beneficiary. Wherefore, the undersigned does hereby demand payment of ______________United States Dollars ($__________) [or the entire undrawn amount of the Letter of Credit]”; or

4. “An event permitting a Drawdown Payment (as defined in the Renewable Energy Credit Agreement dated as of _____ between [Beneficiary Name] (“Beneficiary”) and [Account Party’s Name] (“Account Party”), as the same may be amended (the “Agreement”)) has occurred and such Drawdown Payment has not been received by Beneficiary within the time period prescribed in the Agreement. Wherefore, the undersigned does hereby demand payment of ______________United States Dollars ($__________) [or the entire undrawn amount of the Letter of Credit]”.

This Letter of Credit shall expire on ________________. It is a condition of this Letter of Credit that it will be automatically extended for one year periods (to the immediately following anniversary of its then current expiration date) following its then current expiration date, unless at least sixty (60) days before its then current expiration date, we notify you, by electronic means to ________________________________ Attn: _________ ______________ that we do not intend to extend this Letter of Credit; provided that the original notice shall be simultaneously forwarded by overnight courier service to you at the above address; provided further that the failure of the courier service to timely deliver shall not affect the efficacy of the notice.

Partial drawings are permitted hereunder and multiple presentations are permitted hereunder. The amount available for drawing by you under this Letter of Credit shall be automatically reduced by the amount of any drawings paid through us referencing this Letter of Credit. Presentation of demands for drawings in amounts that exceed the amount available to be drawn hereunder shall not be deemed a failure to comply with the requirements above, provided that the amounts payable on any such demand shall thus be limited to the amount then available to be drawn under this Letter of Credit.

We hereby agree with you that documents drawn under and in compliance with the terms and conditions of this Letter of Credit shall be duly honored upon presentation as specified. Drafts, document(s) and other communications hereunder may be presented or delivered to us by facsimile transmission or electronic means. Presentation of documents to effect a draw by facsimile must be made to the following facsimile number: _______________, and confirmed by telephone to us at the following number: ________________. Presentation of documents to effect a draw by electronic means must be made to the following email address: _______________, and confirmed by telephone to us at the following number: ________________. In the event of a presentation via facsimile transmission or via electronic means, no mail confirmation is necessary and the facsimile transmission or the electronic communication will constitute the operative drawing documents.

This Letter of Credit is subject to International Standby Practices (ISP98), International Chamber of Commerce ("ICC") Publication No. 590, or any successor publication thereto. This Standby Letter of Credit shall be deemed to be made under the laws of the State of New York, including Article 5 of the Uniform Commercial Code, and shall, as to matters not governed by the International Standby Practices (ISP98), be governed by and construed in accordance with the laws of the State of New York, excluding any choice of law provisions or conflict of law principles which would require reference to the laws of any other jurisdiction.

Rule 3.14(a) of the ISP as it applies to this Irrevocable Standby Letter of Credit is hereby modified to provide as follows:

If on the last Business Day for presentation the place for presentation stated in this Letter of Credit is for any reason closed, then the last day for presentation is automatically extended to the day occurring thirty calendar days after the place for presentation reopens for business.

Rule 3.14(b) of the ISP as it applies to this Irrevocable Standby Letter of Credit is hereby further modified to provide that any alternate place for presentation that we designate must be located in the United States.

We, the Issuing Bank, hereby certify that as of the Date of Issuance of this Irrevocable Standby Letter of Credit our senior unsecured debt is rated "A-" or better by S&P Global Ratings ("S&P") if rated by S&P, "A3" or better from Moody's Investors Service ("Moody's") if rated by Moody's, and "A-" or better by Fitch Ratings ("Fitch"), if rated by Fitch. We hereby certify that our senior unsecured debt is rated by at least two of S&P, Moody's, and Fitch. If affiliated with a foreign bank, we further certify we are a U.S. branch office of such foreign bank and that as of the Date of Issuance of this Letter of Credit, our senior unsecured debt meets the ratings requirement of this paragraph.

As used herein, the term "Business Day" means any day on which Federal Reserve Banks and Branches are open for business, such that payments can be effected on the Fedwire system and the term "Authorized Officer" means President, Treasurer, any Vice President or any Assistant Treasurer.

This Letter of Credit, except as expressly stated herein, is transferable in whole but not in part in accordance with the ICC Publication No. 590. Any transfer request must be presented to us utilizing one of the attached forms of Letter of Full Transfer (Schedules 1-3) together with the original Letter of Credit and original amendments, if any. Transfers to designated foreign nationals and/or specially designated nationals are not permitted as being contrary to the U.S. Treasury Department or foreign assets control regulations.

Except for the transfer, this letter of credit otherwise may not be amended, changed or modified without the express written consent of the Beneficiary, the Issuing Bank, and the Account Party.

We will not make any payment under this Letter of Credit (1) to any entity or person who is subject to the sanctions issued by the United States Department of Commerce, or to whom payment is prohibited by the foreign asset control regulations of the United States Department of the Treasury, or (2) which otherwise is in contravention of United States laws and regulations.

[The Issuing Bank may add specific contact or additional information or administrative-only comments at this point. However, such comments shall not create or alter any rights that vary from the above language].

[BANK SIGNATURE]

Schedule 1 to Exhibit E

LETTER OF FULL TRANSFER

___________________, 20____

To:
Bank Address

Ladies/Gentlemen:

RE: Credit __Issued By__________________

____

For value received, the undersigned beneficiary hereby irrevocably transfers to:

____
(Name of Transferee)

____
(Address)

all rights of the undersigned beneficiary to draw under the above Letter of Credit in its entirety.

By this transfer, all rights of the undersigned beneficiary in such Letter of Credit are transferred to the transferee and the transferee shall have the sole rights as beneficiary thereof, including sole rights relating to any amendments whether increases or extensions or other amendments and whether now existing or hereafter made. All amendments are to be advised direct to the transferee without necessity of any consent of or notice to the undersigned beneficiary.

The original of such Letter of Credit and original amendments, if any, are returned herewith, and we ask you to endorse the Letter of Credit and amendments on the reverse thereof, and forward these direct to the transferee with your customary notice of transfer.

Enclosed is remittance of $_____________ in payment of your transfer commission and in addition thereto we agree to pay to you on demand any expenses which may be incurred by you in connection with this transfer.

Transfer Commission Charges

____
____

SIGNATURE AUTHENTICATED

Yours very truly,

The signatory/ies of this concern is/are
authorized to withdraw corporate funds.

(BANK)

Signature of Beneficiary

(Authorized Signature)

SIGNATURE AUTHENTICATED

The signatory/ies of this concern is/are authorized
to withdraw corporate funds.

(BANK)

Signature of Transferee

(Authorized Signature)

Schedule 2 to Exhibit E

LETTER OF FULL TRANSFER

Request for a Full Transfer of the below referenced Standby Letter of Credit

[Name of the Issuing Bank]

Date:______________________________

To:______________________________
"Transferring Bank"

Reference:______________________________
(Issuing Bank's Letter of Credit Number

____
(Advising Bank's Reference Number, if applicable)

We, the undersigned "First Beneficiary", hereby irrevocably transfer all of our rights to draw under the above referenced Letter of Credit ("Credit") in its entirety to:

____
(Print Name and complete address of the Transferee) "Second Beneficiary"

____

____

____

Advise through:

____
(Print Name/address of the Second Beneficiary's Bank, if known—
if left blank, the Transferring Bank will select the advising bank)

____

____

____

In accordance with UCP 600 Article 38 or ISP 98, Rule 6 regarding transfer of drawing rights (whichever set of rules the Credit is subject to), all rights of the undersigned First Beneficiary in such Credit are transferred to the Second Beneficiary. The Second Beneficiary shall have the sole rights as beneficiary thereof, including sole rights relating to any amendments whether increases or extensions or other amendments and whether now existing or hereafter made. All amendments are to be advised directly to the Second Beneficiary without necessity of any consent of or notice to the undersigned First Beneficiary.

The original Credit, including amendments to this date, is attached and the undersigned First Beneficiary requests that you endorse an acknowledgment of this transfer on the reverse thereof. The undersigned First Beneficiary requests that you notify the Second Beneficiary of this Credit in such form and manner as you deem appropriate, and the terms and conditions of the Credit as transferred.

Enclosed is remittance of $[_____________]_in payment of your transfer commission and in addition thereto we agree to pay to you on demand any expenses which may be incurred by you in connection with this transfer.

Transfer Commission Charges

____

____

First Beneficiary represents and warrants to Transferring Bank that (i) our execution, delivery, and performance of this request to Transfer (a) are within our powers and have been duly authorized (b) constitute our legal, valid, binding and enforceable obligation (c) do not contravene any charter provision, by-law, resolution, contract, or other undertaking binding on or affecting us or any of our properties and (d) do not require any notice, filing or other action to, with, or by any governmental authority (ii) we have not presented any demand or request for payment or transfer under the Credit affecting the rights to be transferred, and (iii) the Second Beneficiary's name and address are correct and complete and the transactions underlying the Credit and the requested Transfer do not violate applicable United States or other law, rule or regulation, including without limitation U.S. Foreign Asset Control regulations.

In the event that we fail to remit to you, following your written demand, any funds paid to us despite the Transfer, we agree to reimburse you for your reasonable costs of collecting those funds from us.

The Effective Date shall be the date hereafter on which Transferring Bank effects the requested transfer by acknowledging this request and giving notice thereof to Second Beneficiary.

Posted: September 4, 2020 (Draft)

WE WAIVE ANY RIGHT TO TRIAL BY JURY THAT WE MAY HAVE IN ANY ACTION OR PROCEEDING RELATING TO OR ARISING OUT OF THIS TRANSFER.

Sincerely Yours ____________________________ (Print Name of First Beneficiary) ____________________________ (Print Authorized Signers Name and Title ____________________________ (Authorized Signature) ____________________________ (Print Second Authorized Signers Name and Title, if required) ____________________________ (Second Authorized Signature, if required) ____________________________ (Telephone Number)	SIGNATURE GUARANTEED Signature(s) with title(s) conform(s) with that/those on file with us for this individual, entity or company and signer(s) is/are authorized to execute this agreement ____________________________ (Print Name of Bank) ____________________________ (Address of Bank) ____________________________ (City, State, Zip Code) ____________________________ (Print Name and Title of Authorized Signer) ____________________________ (Authorized Signature) ____________________________ (Telephone Number) ____________________________ (Date)

Schedule 3 to Exhibit E

LETTER OF FULL TRANSFER

___________, 201__

[TRANSFEROR]

Re: Irrevocable Standby Letter of Credit No. _________

We request you to transfer all of our rights as beneficiary under the Letter of Credit referenced above to the Transferee, named below:

Name of Transferee________________________

Address ________________________________

____

By this transfer all our rights as the transferor, including all rights to make drawings under the Letter of Credit, go to the transferee. The transferee shall have sole rights as beneficiary, whether existing now or in the future, including sole rights to agree to any amendments, including increases or extensions or other changes. All amendments will be sent directly to the transferee without the necessity of consent by or notice to us.

We enclose the original letter of credit and any amendments. Please indicate your acceptance of our request for the transfer by endorsing the letter of credit and sending it to the transferee with your customary notice of transfer.

The signature and title at the right conform with those shown in our files as authorized to sign for the beneficiary. Policies governing signature authorization as required for withdrawals from customer accounts shall also be applied to the authorization of signatures on this form. The authorization of the Beneficiary's signature and title on this form also acts to certify that the authorizing financial institution (i) is regulated by a U.S. federal banking agency; (ii) has implemented anti-money laundering policies and procedures that comply with applicable requirements of law, including a Customer Identification Program (CIP) in accordance with Section 326 of the USA PATRIOT Act; (iii) has approved the Beneficiary under its anti-money laundering compliance program; and (iv) acknowledges that [the Transferor] is relying on the foregoing certifications pursuant to 31 C.F.R. Section 103.121 (b)(6)."

NAME OF BANK

AUTHORIZED SIGNATURE AND TITLE

PHONE NUMBER

NAME OF TRANSFEROR________________________

NAME OF AUTHORIZED SIGNER AND TITLE____________________________

AUTHORIZED SIGNATURE____________________________

EXHIBIT F

Examples

Exhibit F-1
Delivery Schedule Example

Date of Energization	February 1, 2021
Contract Nameplate Capacity	1.000 MW
System Type	Fixed-mount System
Contract Capacity Factor	16.42 %
Annual Degradation Factor	0.5%

Delivery Year	Delivery Year Expected REC Quantity (RECs)
2020-2021	1,438
2021-2022	1,431
2022-2023	1,423
2023-2024	1,416
2024-2025	1,409
2025-2026	1,402
2026-2027	1,395
2027-2028	1,388
2028-2029	1,381
2029-2030	1,374
2030-2031	1,367
2031-2032	1,360
2032-2033	1,353
2033-2034	1,347
2034-2035	1,340
Subsequent Delivery Years	99.5% of the Delivery Year Expected REC Quantity calculated for the prior Delivery Year, rounded down

Designated System Contract Maximum REC Quantity
= 1 MW x 16.42% x 8,760 hours x 15 years (rounded down)
= 21,575 RECs

Notes:

- For avoidance of doubt, the delivery schedule shall be calculated at the time of Energization and not at the time of the start of the Delivery Term.
- The first Delivery Year shall be the Delivery Year for which the Energization occurred. For example, if the Designated System is Energized on February 1, 2021, then the first Delivery Year shall be for the period starting June 1, 2020 through May 31, 2021.
- If the Delivery Term for a Designated System extends beyond the Delivery Years for which a Delivery Year Expected REC Quantity is provided above, then each subsequent Delivery Year Expected REC Quantity shall be 99.5% of the prior Delivery Year Expected REC Quantity for such Designated System.

The Designated System Contract Maximum REC Quantity may be updated pursuant to Sections 4.2 or 4.2 of the Agreement using a revised Contract Nameplate Capacity, and such revised Contract Nameplate Capacity shall be deemed to have prevailed at the time of Energization for purposes of calculating the Delivery Year Expected REC Quantities. Any updates to the Delivery Year Expected REC Quantities shall not excuse any drawdowns that have occurred prior to the update.

Deleted: 2.6

Deleted: 4.2(e)

Exhibit F-2
Surplus RECs and Drawdown Payments Example

(All Prices and Quantities are Illustrative only)

Once annually on or prior to November 15 following a Delivery Year (but only once three full Delivery Years have occurred after the start of a Delivery Term), the IPA shall review the performance of the REC deliveries made during such Delivery Year and determine the amount of payment due.

Commented [DD4]: The example in the workshop was very helpful. We recommend adding that example to this exhibit as well.

The calculations made annually are performed on a portfolio basis for all Designated Systems included in this Agreement across all Product Orders.

The example provided below is for illustrative purposes only and has been simplified to facilitate the understanding of the calculations made.

Delivery Year for which calculation is performed: June 1, 2023 through May 31, 2024

Step 1: Calculate the Delivery Year REC Performance

Designated System ID	Delivery Year 2021-2022	Delivery Year 2022-2023	Delivery Year 2023-2024	Delivery Year REC Performance
1000	135	133	128	132 RECs
1001	158	155	152	155 RECs
1002	190	188	186	188 RECs
1003	251	220	246	239 RECs

(1) For Delivery Year 2023-2024, the Delivery Year REC Performance is the 3-year rolling average of actual deliveries that occurred during the period June 1, 2021 through May 31, 2024.

Step 2: Determine whether a Designated System is underperforming or outperforming

Designated System ID	Contract Price ($/REC)	Delivery Year Expected REC Quantity	Delivery Year REC Performance	Surplus REC / (Delivery Year Shortfall Amount)
1000	73.23	135 RECs	132 RECs	(3)
1001	65.61	160 RECs	155 RECs	(5)
1002	55.55	186 RECs	188 RECs	2
1003	48.07	245 RECs	239 RECs	(6)

(1) The Delivery Year REC Performance is calculated from Step 1.
(2) The Delivery Year Expected REC Quantity for a Designated System and a Delivery Year is provided in the Schedule B to the Product Order applicable to such Designated System.
(3) If the Delivery Year REC Performance is less than the Delivery Year Expected REC Quantity, the difference in the number of RECs shall be the "Delivery Year Shortfall Amount".

Step 3: Calculate total amount of Surplus RECs in the Surplus REC Account

Balance of Surplus RECs in Surplus REC Account (at beginning of period) = 7 RECs

Add number of Surplus RECs from Step 2 above = 2 REC (from Designated System #1002)

Total Surplus RECs that could be applied to Shortfall Amounts = 7+2 = 9 RECs

Step 4: Allocate Surplus RECs from Surplus REC Account to Shortfall Amounts

Designated System ID	Contract Price ($/REC)	Shortfall Amount	Surplus RECs applied	Drawdown REC Quantity	Drawdown Payment
1000	73.23	-3	0	-3	-$219.69
1001	65.61	-5	3	-2	-$131.22
1003	48.07	-6	6	0	0

(1) For each Designated System that has a Delivery Year Shortfall Amount, starting with the Designated System with the lowest Contract Price, Surplus RECs from the Surplus REC Account are reduced and allocated to meet the Delivery Year Shortfall Amount.

Step 5: Calculate the Aggregate Drawdown Payment[76]

Aggregate Drawdown Payment = sum of the Drawdown Payments = $219.69 + $131.22 = $350.91

(1) Buyer shall be entitled to draw down Seller's Performance Assurance in the amount of the Aggregate Drawdown Payment pursuant to Section 4.2(c)(v)(A) of the Agreement.

(2) If Seller's Performance Assurance Amount is less than the Aggregate Drawdown Payment, then Seller shall pay Buyer the difference within fifteen (15) Business Days of notice by Buyer.

(3) Seller shall be required, within ninety (90) days of such drawing, to post as Seller's Performance Assurance additional collateral to maintain or restore the Performance Assurance Requirement.

(4) For purposes of calculating the Delivery Year REC Performance in future years, each Designated System that has a Delivery Year Shortfall Amount for which such Delivery Year Shortfall Amount is covered by Surplus RECs and/or for which a payment from Seller or from Seller's Performance Assurance Amount has been applied to the Drawdown REC Quantity, such Designated System is deemed to have Delivered REC quantities equal to the Delivery Year Expected REC Quantity in each such Delivery Year accounted for in the Delivery Year REC Performance calculation that resulted in the Delivery Year Shortfall Amount.

[76] This example in Step 5 assumes that there are no Drawdown Payments attributable to calculations under Section 4.2(d) for the Delivery Year.

Exhibit F-3
Community Solar First Year Quarterly Payment Adjustment Example

(All Prices and Quantities are Illustrative only)

In accordance with Section 2.6(a)(i) and Section 2.6(a)(ii), if the Designated System is a Community Renewable Energy Generation Project, then the Contract Price shall be adjusted to reflect any Price Adders that may be applicable to the Community Solar Subscription Mix at the time of Energization, and shall be subject to four (4) additional payment adjustments based on the information in the Community Solar Quarterly Reports submitted by Seller to the IPA; and the quantity of RECs used for purposes of the first REC payment shall be based on the percent of Actual Nameplate Capacity that has been Subscribed at the time of Energization of such Designated System, and which shall be subject to four (4) additional adjustments based on the information in the Community Solar Quarterly Reports submitted by Seller to the IPA.

The Designated System has the following characteristics:

(a) Actual Nameplate Capacity:	1,500	kW
(b) Contract Capacity Factor:	16.42%	
(c) Date of Energization:	2/5/2021	

	Energization (2/5/2021)	Quarter Ending (5/31/2021)	Quarter Ending (8/31/2021)	Quarter Ending (11/30/2021)	Quarter Ending (2/28/2022)
Subscriber Rate[77]	70%	75%	80%	90%	60%
Community Solar Subscription Mix	15%	35%	55%	75%	48%[78]
Base Price ($/REC)	$52.28	$52.28	$52.28	$52.28	$52.28
Price Adder ($/REC)	$0.00	$11.17	$22.34	$33.51	$11.17
Contract Price ($/REC)	$52.28	$63.45	$74.62	$85.79	$63.45

[77] The term "Subscriber Rate" as used in this Exhibit F-3 shall mean the percent of the Actual Nameplate Capacity that has been Subscribed at the point in time indicated (i.e., either the date of Energization or the end of the Quarterly Period indicated).

[78] For purposes of this illustrative example, it is assumed that Seller has not proposed in its ABP Part I 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 2.6(a)(vi) shall not apply.

First Payment Adjustment

The first payment adjustment shall be based on information from the first Community Solar Quarterly Report submitted by Seller.

The first Community Solar Quarterly Report is required to be submitted by Seller concurrent with its invoice on June 10, 2021. As such, the invoice issued on June 10, 2021 will reflect the Contract Price and Subscriber Rate as of the Date of Energization and will not reflect information from the first Community Solar Quarterly Report.

The first payment adjustment will adjust the initial payment (20%) and the first subsequent payment (5%). This payment adjustment will be in addition to the quarterly payment eligible to be invoiced on September 10, 2021. This first payment adjustment will be reflected in the Quarterly Netting Statement issued by the IPA on September 1, 2021 and can be included in Seller's invoice due September 10, 2021.

Price Elements (based on Community Solar Subscription Mix)		
(a)	Contract Price at Energization	$52.28
(b)	Contract Price at end of first full Quarterly Period (i.e., May 31, 2021)	$63.45
(c)	Price difference [(b) - (a)]	$11.17
Quantity Elements (based on Subscriber Rate)		
(d)	number of months of REC Delivery associated with previous payment (25% of 180 months)	45
(e)	number of months not subject to payment adjustment (March 1, 2021[79] - May 31, 2021)	3
(f)	number of months for which prior payments are subject adjustment [(d)-(e)]	42
For the months obtained in (f), calculate the following:		
(g)	REC Quantity based on Subscriber Rate at Energization (i.e., 1.5MW x capacity factor x 8760 x 15 x Subscriber rate of 70%) x (42/180), rounded down)	5,286
(h)	REC Quantity based on Subscriber Rate at end of first Quarterly Period: 5/31/2021) (i.e., 1.5MW x capacity factor x 8760 x 15 x Subscriber rate of 75%) x (42/180), rounded down)	5,663
(i)	Change in REC Quantity associated with period subject to Payment Adjustment [(h)-(i)]	377
Payment Adjustment		
(j)	Apply Price Differential to Previously Paid REC Quantity [(c)*(g)]	$59,044.62
(k)	Pay for incremental Quantity [(b)*(i)]	$23,920.65
(l)	TOTAL PAYMENT ADJUSTMENT [(j) + (k)]	**$82,965.27**

Second Payment Adjustment

[79] For purposes of the quarterly payment adjustment calculation, if the date of Energization does not fall on the first of the month, then the date that is the first day of the month following the date of Energization shall be used as the start date of the period for which the initial Contract Price and initial Subscriber Rate recorded on date of Energization shall apply. For example, if the date of Energization is on February 5, 2021, then the number of months not subject to payment adjustments shall be counted starting from March 1, 2021.

The second payment adjustment shall be based on information from the second Community Solar Quarterly Report submitted by Seller.

The second Community Solar Quarterly Report is required to be submitted by Seller concurrent with its invoice on September 10, 2021. As such, the invoice issued on September 10, 2021 will reflect the Contract Price and Subscriber Rate using information from the first Community Solar Quarterly Report and will not reflect information from the second Community Solar Quarterly Report.

This payment adjustment will be in addition to the quarterly payment eligible to be invoiced on December 10, 2021. This second payment adjustment will be reflected in the Quarterly Netting Statement issued by the IPA on December 1, 2021 and can be included in Seller's invoice due December 10, 2021.

Price Elements (based on Community Solar Subscription Mix)		
(a)	Contract Price at end of first full Quarterly Period (i.e., May 31, 2021)	$63.45
(b)	Contract Price at end of second full Quarterly Period (i.e., August 31, 2021)	$74.62
(c)	Price difference [(b) - (a)]	$11.17
Quantity Elements (based on Subscriber Rate)		
(d)	number of months of REC Delivery associated with previous payment (30% of 180 months)	54
(e)	number of months not subject to payment adjustment (March 1, 2021 - August 31, 2021)	6
(f)	number of months for which prior payments are subject adjustment [(d)-(e)]	48
For the months obtained in (f), calculate the following:		
(g)	REC Quantity based on Subscriber Rate at end of first Quarterly Period: 5/31/2021) (i.e., 1.5MW x Contract Capacity Factor x 8760 x 15 x Subscriber rate of 75%) x (48/180), rounded down)	6,472
(h)	REC Quantity based on Subscriber Rate at end of second Quarterly Period: 8/31/2021) (i.e., 1.5MW x Contract Capacity Factor x 8760 x 15 x Subscriber rate of 80%) x (48/180), rounded down)	6,904
(i)	Change in REC Quantity associated with period subject to Payment Adjustment [(h)-(i)]	432
Payment Adjustment		
(j)	Apply Price Differential to Previously Paid REC Quantity [(c)*(g)]	$72,292.24
(k)	Pay for incremental Quantity [(b)*(i)]	$32,235.84
(l)	TOTAL PAYMENT ADJUSTMENT [(j) + (k)]	**$104,528.08**

Third Payment Adjustment

The third payment adjustment shall be based on information from the third Community Solar Quarterly Report submitted by Seller.

The third Community Solar Quarterly Report is required to be submitted by Seller concurrent with its invoice on

December 10, 2021. As such, the invoice issued on December 10, 2021 will reflect the Contract Price and Subscriber Rate using information from the second Community Solar Quarterly Report and will not reflect information from the third Community Solar Quarterly Report.

This payment adjustment will be in addition to the quarterly payment eligible to be invoiced on March 10, 2021. This third payment adjustment will be reflected in the Quarterly Netting Statement issued by the IPA on March 1, 2022 and can be included in Seller's invoice due March 10, 2022.

Price Elements (based on Community Solar Subscription Mix)		
(a)	Contract Price at end of second full Quarterly Period (i.e., August 31, 2021)	$74.62
(b)	Contract Price at end of third full Quarterly Period (i.e., November 30, 2021)	$85.79
(c)	Price difference [(b) - (a)]	$11.17
Quantity Elements (based on Subscriber Rate)		
(d)	number of months of REC Delivery associated with previous payments (35% of 180 months)	63
(e)	number of months not subject to payment adjustment (March 1, 2021 - February 28, 2022)	9
(f)	number of months for which prior payments are subject adjustment [(d)-(e)]	54
For the months obtained in (f), calculate the following:		
(g)	REC Quantity based on Subscriber Rate at end of second Quarterly Period: 8/31/2021	7,767
	(i.e., 1.5MW x Contract Capacity Factor x 8760 x 15 x Subscriber rate of 80%) x (54/180), rounded down)	
(h)	REC Quantity based on Subscriber Rate at end of third Quarterly Period: 11/30/2021)	8,738
	(i.e., 1.5MW x Contract Capacity Factor x 8760 x 15 x Subscriber rate of 90%) x (54/180), rounded down)	
(i)	Change in REC Quantity associated with period subject to Payment Adjustment [(h)-(i)]	971
Payment Adjustment		
(j)	Apply Price Differential to Previously Paid REC Quantity [(c)*(g)]	$86,757.39
(k)	Pay for incremental Quantity [(b)*(i)]	$83,302.09
(l)	TOTAL PAYMENT ADJUSTMENT [(j) + (k)]	**$170,059.48**

Fourth and Last Payment Adjustment

The fourth payment adjustment shall be based on information from the fourth and last Community Solar Quarterly Report submitted by Seller.

The fourth Community Solar Quarterly Report is required to be submitted by Seller concurrent with its invoice on March 10, 2022. As such, the invoice issued on March 10, 2022 will reflect the Contract Price and Subscriber Rate using information from the third Community Solar Quarterly Report and will not reflect information from the fourth Community Solar Quarterly Report.

This payment adjustment will be in addition to the quarterly payment eligible to be invoiced on June 10, 2021. This fourth payment adjustment will be reflected in the Quarterly Netting Statement issued by the IPA on June 1, 2022 and can be included in Seller's invoice due June 10, 2022.

Price Elements (based on Community Solar Subscription Mix)

(a)	Contract Price at end of third full Quarterly Period (i.e., November 30, 2021)	$85.79
(b)	Contract Price at end of fourth full Quarterly Period (i.e., February 28, 2022)	$63.45
(c)	Price difference [(b) - (a)]	-$22.34

Quantity Elements (based on Subscriber Rate)

(d)	number of months of REC Delivery associated with previous payments (40% of 180 months)	72
(e)	number of months not subject to payment adjustment (March 1, 2021 - February 28, 2022)	12
(f)	number of months for which prior payments are subject adjustment [(d)-(e)]	60

For the months obtained in (f), calculate the following:

(g)	REC Quantity based on Subscriber Rate at end of third Quarterly Period: 11/30/2021) (i.e., 1.5MW x Contract Capacity Factor x 8760 x 15 x Subscriber rate of 90%) x (60/180), rounded down)	9,709
(h)	REC Quantity based on Subscriber Rate at end of fourth Quarterly Period: 2/28/2022) (i.e., 1.5MW x Contract Capacity Factor x 8760 x 15 x Subscriber rate of 60%) x (60/180), rounded down)	6,472
(i)	Change in REC Quantity associated with period subject to Payment Adjustment [(h)-(i)]	-3,237

Payment Adjustment[80]

(j)	Apply Price Differential to Previously Paid REC Quantity [(c)*(g)]	-$216,899.06
(k)	Payment adjustment related to Quantity Reduction [(b)*(i)]	-$205,387.65
(l)	TOTAL PAYMENT ADJUSTMENT [(j) + (k)]	**-$422,286.71**

[80] Given that the payment adjustment is negative, if the amount of such payment adjustment is greater than the immediately subsequent payment due Seller under the Agreement across all Transactions, then in accordance with Section 2.6(a)(vii), no payment shall be made to Seller until such Quarterly Period where payment could be made to Seller.

Exhibit F-4
Quarterly Netting Statement Calculations Example

(All Prices and Quantities are Illustrative only)

The IPA shall endeavor, on a commercially reasonable efforts basis, to issue to Seller such Quarterly Netting Statement specifying the Maximum Allowable Payment by the first (1st) 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 such Quarterly Payment Cycle since the last issuance of the Quarterly Netting Statement for such Quarterly Payment Cycle.

The example provided below is for illustrative purposes only and has been simplified to facilitate the understanding of the Quarterly Netting Statement applicable to a Quarterly Payment Cycle at one point in time.

Designated System ID[81]	Energization Date	Contract Nameplate Capacity (kW)	Designated System Contract Maximum REC Quantity[82]	Contract Price ($/REC)	REC Purchase Payment Amount
2000	1/15/2021	250	5,393	$46.85	$252,662.05
2001	10/10/2021	750	16,181	$43.42	$702,579.02
2002	11/15/2021	1,500	32,363	$43.42	$1,405,201.46
2003	5/20/2022	175	3,775	$52.54	$198,338.50
2004	5/10/2022	10	215	$85.10	$18,296.50

Designated System Contract Maximum REC Quantity (calculated per Designated System)
= Contract Nameplate Capacity (MW) x 16.42% x 8,760 hours x 15 years (rounded down)

REC Purchase Payment Amount (calculated per Designated System)
= Contract Price x Designated System Contract Maximum REC Quantity

Quarterly Netting Statement

	Item	Information
1	Date of issuance of Quarterly Netting Statement	June 1, 2022
2	Quarterly Payment Cycle (A, B, or C)	Payment Cycle C
3	List of Designated Systems	2002, 2003, 2004
4	Maximum Allowable Payment[83]	$479,524.64

Notes:

- The Quarterly Netting Statement in this example is the first Quarterly Netting Statement that includes Designated System 2003, which is a Distributed Renewable Energy Generation Device with a Contract Nameplate Capacity greater than 10kW. The Maximum Allowable Payment in this Quarterly Netting Statement will include a first payment of twenty percent (20%) of the REC Purchase Payment Amount of such Designated System.

[81] This example assumes that all Designated Systems are Distributed Renewable Energy Generation Devices.
[82] This example assumes that all Designated Systems have a Contract Capacity Factor of 16.42%.
[83] The Maximum Allowable Payment will be the sum of payments that can be made at a point in time across payments associated with RECs from all Designated Systems that have been Energized and are within the same Quarterly Payment Cycle.

- The Quarterly Netting Statement in this example is the first Quarterly Netting Statement that includes Designated System 2004, which is a Distributed Renewable Energy Generation Device with a Contract Nameplate Capacity equal to or less than 10kW. The Maximum Allowable Payment will include a one-time full payment of one hundred percent (100%) of the REC Purchase Payment Amount of such Designated System.

- Designated System 2002 is a Distributed Renewable Energy Generation Device with a Contract Nameplate Capacity greater than 10kW. The first Quarterly Netting Statement that included Designated System 2002 was issued on December 1, 2020. Such first Quarterly Netting Statement included a Maximum Allowable Payment of twenty percent (20%) of the REC Purchase Payment Amount for such Designated System. The remaining balance of the REC Purchase Payment Amount shall be eligible to be made ratably over the subsequent 16 quarterly periods.

- Designated Systems 2000 and 2001 are not applicable to this Quarterly Netting Statement. Such Designated Systems are part of Payment Cycle B. The next Quarterly Netting Statement that includes information on such Designated Systems is expected to be issued on August 1, 2022.

Exhibit F-5
Net Out of Settlement Amount Calculations Example

(All Prices and Quantities are Illustrative only)

The example provided below is for illustrative purposes only and has been simplified to facilitate the understanding of the Settlement Amount that Buyer shall calculate in the Event of Default with respect to Seller as the "Defaulting Party", pursuant to Section 9.4.

For purposes of this example, we assume the Settlement Amount was calculated on November 5, 2024.[84]

Designated System ID[85]	Energization Date	Contract Nameplate Capacity (kW)	Designated System Contract Maximum REC Quantity[86]	Contract Price ($/REC)	REC Purchase Payment Amount
1115	7/15/2021	10	215	$85.10	$18,296.50
1116	9/10/2023	750	16,181	$43.42	$702,579.02
1117	1/15/2024	250	5,393	$46.85	$252,662.05

Step 1: Calculate the Settlement Amount for each Designated System in the Agreement:

The table below gives information for each Designated System as of the date that the Settlement Amount was calculated.

Designated System ID	Collateral Requirement	Total Paid	Number of RECs Paid	Number of RECs Delivered	Difference [RECs Paid – RECs Delivered]	Settlement Amount
1115	$731.86	$18,296.50	215	25	190	$16,900.86
1116	$30,445.09	$281,031.61	6,472	500	5,972	$289,749.33
1117	$12,633.10	$88,431.72	1,887	950	937	$56,531.55
					Termination Payment	**$363,181.74**

With respect to a Designated System, Buyer shall calculate a Settlement Amount as the sum of:

(A) Collateral Requirement of such Designated System;

(B) Contract Price x (number of RECs that has been Delivered from such Designated System[87] – the Designated System Paid REC Quantity)[88]

Step 2: Calculate the Termination Payment

Buyer shall calculate the Termination Payment by aggregating all Settlement Amounts into a single liquidated amount by summing the calculated Settlement Amount with respect to a Designated System across all Designated Systems.

[84] This example assumes that no Designated System experienced a Suspension Period.
[85] This example assumes that all Designated Systems are Distributed Renewable Energy Generation Devices.
[86] This example assumes that all Designated Systems have a Contract Capacity Factor of 16.42%.
[87] The number of RECs that has been Delivered shall not exceed the Designated System Contract Maximum REC Quantity.
[88] For avoidance of doubt, if the number of RECs Delivered from such Designated System is greater than the Designated System Paid REC Quantity, then this calculation shall be zero.

Termination Payment = $363,181.74

Step 3: Termination Payment is due to Buyer by Seller

The Termination Payment, if any, is due to Buyer as the Non-Defaulting Party within twenty (20) Business Days following notice by Buyer to Seller pursuant to Section 9.3. Seller's Performance Assurance held by Buyer shall be applied to the Termination Payment with any excess amounts return to Seller unless Seller pays the Termination Payment in full during this twenty (20) Business Day period.

For avoidance of doubt, the Non-Defaulting Party shall not owe any amount as Termination Payment to the Defaulting Party and payment of the Termination Payment shall only be from the Defaulting Party to the Non-Defaulting Party.