

Good afternoon,

Please find attached the comments on the draft REC Contract amendment (for the ABP) on behalf of the Solar Energy Industries Association, the Coalition for Community Solar Access, and the Illinois Solar Energy Association. Please contact Michael Strong (contact information below) with follow-up questions.

Please also note the first comment on page three of the document may not be shown in its entirety as a default and may need to be clicked to fully display. Please let us know if you need the entire content in a different form.

Thank you.

Michael

July 2021 DRAFT PAYMENT DEFERRAL CONTRACT AMENDMENTS
(MS Word version provided to facilitate submission of stakeholder comments)

July 30, 2021

A draft amendment to the REC Contract related to the Adjustable Block Program (“ABP”) is provided in **Appendix A**.

A draft amendment to the REC Contract related to the following procurements is provided in **Appendix B**:

- a. Fall 2017 Wind and Solar RFP (Commission Bid Approval Date: 7 September 2017)
- b. Spring 2018 New Solar RFP (Commission Bid Approval Date: 21 March 2018)
- c. Spring 2018 Second New Solar RFP (Commission Bid Approval Date: 2 May 2018)
- d. Fall 2018 Utility-Scale Wind RFP (Commission Bid Approval Date: 10 October 2018)
- e. Fall 2018 Utility-Scale Solar RFP (Commission Bid Approval Date: 4 December 2018)
- f. Summer 2019 Brownfield Site PV RFP (Commission Bid Approval Date: 1 August 2019)

APPENDIX A

**ADJUSTABLE BLOCK PROGRAM
DRAFT REC CONTRACT
AMENDMENT**

AMENDMENT TO RENEWABLE ENERGY CREDIT AGREEMENT

THIS AMENDMENT TO RENEWABLE ENERGY CREDIT AGREEMENT (the “Amendment”) is entered into this 31st day of December, 2021 (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, Buyer and Seller entered into a Renewable Energy Credit Agreement (the “REC Contract”) with an Effective Date of [-]-, 20[-]-;

WHEREAS, the REC Contract is subject to and governed by all the terms and conditions of the agreement entitled “Master Renewable Energy Certificate Purchase and Sale Agreement” attached thereto as Exhibit J (the “Master REC Agreement”) and such terms, as modified by the REC Contract, are incorporated by reference in the REC Contract (capitalized terms used and not otherwise defined in this Amendment shall have the same meaning as in the Master REC Agreement, as modified by the REC Contract);

WHEREAS, Section 9.5(c) of the Master REC Agreement provides that amendments thereto shall be in writing and executed by both Parties;

WHEREAS, the Illinois Commerce Commission in ICC Docket No. 19-0995 (Order on Reopening dated the 27th day of May, 2021) (the “Commission Order”) has approved the IPA’s Revised Long Term Renewable Resources Procurement Plan as modified by the Commission Order wherein provides for the modification of the REC Contract to allow for certain payments by Buyer to Seller for obligations incurred during the period June 1, 2021 through May 31, 2022 to be deferred; and

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

1. Section 13(b) of the Cover Sheet is amended to include the following additions:

a. The following is added as Section 1.75.1:

““Deferral Period” means the period of January 2022-June 2022 as authorized by the Illinois Commerce Commission’s Final Order on Reopening dated the 27th day of May, 2021 in ICC Docket No. 19-0995, or as may be authorized by future orders of the Commission that reference this Section.”

b. The following is added as Section 1.75.42:

““Deferred Payment Amount” means the amount specified as such in Seller’s invoice due on March 10, 2022 or June 10, 2022, ~~September 10, or December 10 following December 31, 2021 during a Deferral Period~~, the calculation of which is set forth in Section 2.2.1 and as such amount may be adjusted pursuant to any IPA True-up Adjustment as set forth in Section 2.2.1 and as such amount is payable as set forth in Section 2.2.1. Any Deferred

Commented [A1]: JSP Explanatory Note: The Joint Solar Parties recognize that the June 7, 2021 LTRRPP Update and the Final Order on Reopening in 19-0995 both authorize a REC Contract amendment that only covers through September 2022. The Joint Solar Parties disagree as a policy matter, but are not seeking to challenge that determination here because this is not the correct venue.

However, in an effort to signal to financing parties that this is a *framework* for a longer-term solution, the Joint Solar Parties recommend a series of revisions that do not place restrictions on the mechanism but only authorize its use to the extent that the Commission has authorized a deferral period. To this point, the Commission has only authorized a single Deferral Period.

While it may initially seem like semantics, these mechanisms are important to necessary parties, particularly financing parties. For systems that have yet to close on tax equity financing, the sale-leaseback model requires full visibility into all revenue streams and uncertain revenue streams are frequently compensated at zero—in other words, REC Revenue after September 2022 is at risk to be valued at \$0 in that transaction. Even for partnership flips or inverted leases, which allow for later payments, there are time limitations and (in addition to time value of money considerations) the owner/operator is essentially required to reopen commercial negotiations when clarity is finally present.

While (as the IPA has taken a leadership role in explaining) the legislative solution is the only real solution, providing a more permanent regulatory framework that references current and future Commission authorizations will help with those transactions.

Different but related considerations exist for previously closed tax equity financing, debt financing, and other necessary party relationships. For those (especially to the extent closed before 12/28/20), uncertainty makes parties more likely to evaluate legal options under the contract (such as default or termination).

Commented [A2]: JSP Explanatory Note: This change allows for additional deferral periods to be easily added to the amendment to the extent authorized in future proceedings, including but not limited to the upcoming LTRRPP revision currently scheduled to begin this year.

Commented [A3]: JSP Explanatory Note: These changes are to allow for easy further amendment, if necessary, to add additional deferral periods.

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Payment Amount so adjusted by an IPA True-up Adjustment shall be an Adjusted Deferred Payment Amount.”

~~bc.~~ The following is added as Section 1.75.~~23~~:

““[AIC/ComEd/MEC] ABP Deferral Percentage” means the percentage specified as such in the IPA Deferred Payment Calculation Notice.

~~ed.~~ The following is added as Section 1.75.~~34~~:

““IPA Deferred Payment Calculation Notice” means the notice posted to the IPA’s Website ~~during the Deferral Period~~ related to the available budget and projected expenditure on renewable resources, including information on the [AIC/ComEd/MEC] ABP Deferral Percentage applicable to an upcoming Invoicing Month, and for which copy will be issued by the IPA to both Buyer and Seller on or before the 25th of each month ~~starting January 25, 2022 through June 25, 2022~~included in whole or in part during a Deferral Period.

~~de.~~ The following is added as Section 1.75.~~45~~:

““IPA True-up Adjustment” means an adjustment of any Reduced Invoice Amount specified in the invoice due on June 10 ~~following the applicable Delivery Year, 2022~~. The IPA True-up Adjustment shall be calculated by applying an adjustment rate specified in the IPA Deferred Payment Calculation Notice issued by the IPA to Buyer and Seller on or before June 25, 2022.

~~ef.~~ The following is added as Section 1.75.~~56~~:

““Invoicing Month” means a calendar month within the period February 1, 2022 through June 30, 2022 in which invoices are due and submitted to Buyer and for which a [AIC/ComEd/MEC] ABP Deferral Percentage is associated with.

~~fg.~~ The following is added as Section 1.75.~~67~~:

““Reduced Invoice Amount” means the amount specified as such in Seller’s invoice due ~~on March 10, 2022 or June 10, 2022~~during a Deferral Period, the calculation of which is set forth in Section 2.2.1 and as such amount may be adjusted pursuant to any IPA True-up Adjustment as set forth in Section 2.2.1 and as such amount is payable as set forth in Section 2.2.1. Any Reduced Invoice Amount so adjusted by an IPA True-up Adjustment shall be an Adjusted Reduced Invoice Amount.”

2. Section 2.2 of the Master REC Agreement, as modified by Section 13(c) of the Cover Sheet, is further amended by adding the following at the end of the section:

“Notwithstanding the foregoing, and for avoidance of doubt, this Section 2.2. is subject to Section 2.2.1 and Section 2.2.2. During a Deferral Period for which Section 2.2.1 is applicable, Buyer may not provide written notice of suspension pursuant to this Section 2.2, as modified by Section 13(c) of the Cover Sheet and any such written notice shall be unenforceable, unless the pass-through tariff that is authorized by section 16-111.5(l) of the Public Utilities Act is revoked, invalidated, or stricken by any party other than Buyer. If obligations of Buyer and Seller have are suspended pursuant to Section 2.2, as modified by Section 13(c) of the Cover Sheet at the commencement of a Deferral Period, the suspension shall end on the first day of the Deferral Period.”

Commented [A4]: JSP Explanatory Comment: The Joint Solar Parties feel strongly that the Amendment should be clear that the utility Buyer cannot suspend for insufficient collection of funds pursuant to the last paragraph of Section 2.2 (as modified by Section 13(c) of the Cover Sheet) under this amendment that specifically and explicitly protects the utility Buyer from spending beyond its RPS collections. Nothing in this change would alter the utility’s rights in the event that the pass-through tariff were to be invalidated by statute, judicial decision, or Commission Order.

To the extent that the IPA does not adopt the “Deferral Period” approach, this language should explicitly reference the period between and including January 1, 2022 and September 30, 2022.

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3. Section 13(c) of the Cover Sheet is amended to include the following addition:

a. "The following is added as Section 2.2.1:

Notwithstanding Section 2.2 above, this Section 2.2.1 shall govern payment and invoicing requirements for the invoices due ~~on March 10, 2022 and June 10, 2022~~ during a Deferral Period. For each such invoice, Seller shall render to the Buyer an invoice by electronic mail for the payment obligations of Buyer to Seller by the applicable Invoice Due Date if there are amounts eligible for payment by Buyer to Seller for such Invoicing Month.

All invoices due on ~~March 10, 2022 and June 10, 2022~~ during a Deferral Period are subject to payment deferral by Buyer. For purposes of the payment deferral, Seller shall indicate on the invoice (in addition to the requirements set forth in Section 2.2): (a) the Reduced Invoice Amount and (b) the Deferred Payment Amount.

The Reduced Invoice Amount in the invoice, timely submitted, under this Agreement shall be payable and due on the last Business Day of the month in which such invoice is rendered or the last Business Day of the following month if the payment is the first payment made under this Agreement; and the Deferred Payment Amount in the invoice shall be payable and due on the last Business Day of September ~~2022~~ following a Delivery Year in which a Deferral Period took place.

For avoidance of doubt, 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. However, all invoices submitted in an Invoicing Month shall be subject to the [ComEd/AIC/MEC] ABP Deferral Percentage applicable to that Invoicing Month.

All Seller's invoices must be accompanied by the latest Quarterly Netting Statement issued to Seller by the IPA and the Reduced Invoice Amount shall not cause the payment to be made to cumulatively exceed the Maximum Allowable Payment specified in such Quarterly Netting Statement less the sum of Deferred Payment Amounts in the invoice submitted and in any prior invoices. For avoidance of doubt, the Deferred Payment Amount, with respect to an invoice, shall be the amount equal to the multiplicative product of (x) the [ComEd/AIC/MEC] ABP Deferral Percentage applicable to that Invoicing Month and (y) the result obtained by subtracting (1) the sum of: cumulative payments previously made under this Agreement and any prior Deferred Payment Amounts from (2) the Maximum Allowable Payment specified in such latest Quarterly Netting Statement. For avoidance of doubt, the Reduced Invoice Amount, with respect to an invoice, shall be the amount equal to the difference between (xx) the sum of the Deferred Payment Amount in the invoice and any prior Deferred Payment Amounts and (yy) the result obtained by subtracting the cumulative payments previously made under this Agreement from the Maximum Allowable Payment specified in such latest Quarterly Netting Statement.

Notwithstanding the foregoing in this Section 2.2.1, the Reduced Invoice Amount in the invoice due ~~on~~ in June ~~2022~~ during a Deferral Period (including but not limited to June 2022) shall be further subject an IPA True-up Adjustment. The IPA True-up Adjustment could either increase the Reduced Invoice Amount or reduce the Reduced Invoice Amount. If the IPA True-up Adjustment amount increases the Reduced Invoice Amount, then the

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Deferred Payment Amount shall be reduced by the IPA True-up Adjustment amount. If the IPA True-up Adjustment amount reduces the Reduced Invoice Amount, then the Deferred Payment Amount shall be increased by the IPA True-up Adjustment amount. The Reduced Invoice Amount and the Deferred Payment Amount after the application of the IPA True-up Adjustment is the Adjusted Reduced Invoice Amount and the Adjusted Deferred Payment Amount, respectively. For avoidance of doubt, the IPA True-up Adjustment amount that increases the Reduced Invoice Amount could be greater than the Deferred Payment Amount, in which case shall result in a negative Adjusted Deferred Payment Amount, which shall be netted against all positive Deferred Payment Amounts from prior invoices for purposes of payment by Buyer to Seller due on the last Business Day of the September following a Delivery Year with a Deferral Period-2022. For avoidance of doubt, the absolute value of any negative Adjusted Deferred Payment Amount shall not be greater than the sum of all positive Deferred Payment Amounts from prior invoices.

For avoidance of doubt, nothing in this Section 2.2.1 excuses Seller and Seller is not excused from its REC Delivery obligations for the Delivery Year starting June 1, 2021 through May 31, 2022 or during subsequent Deferral Periods.

Notwithstanding any other provision of this Agreement to the contrary, Buyer and Seller acknowledge that if an invoicing related dispute arise out of payment deferrals pursuant to this Amendment, either Party may file an informal and/or formal complaint at the Illinois Commerce Commission to resolve disputes with regard to Deferred Payment Amounts, including calculation or payment thereof, under this Section 2.2.1, and that such proceedings before the Illinois Commerce Commission shall be the exclusive forum to resolve such disputes. The preceding sentence, however shall not preclude mutual agreement of the Parties to resolve any disputes, including through voluntary mediation, or temporary relief in a court of competent jurisdiction located in the State of Illinois during the pendency of any dispute before the Illinois Commerce Commission. Any undisputed amounts shall be paid in accordance with Section 2.2. For avoidance of doubt, all invoicing related disputes that does not arise out of the application of payment deferrals pursuant to this Amendment, including any calculations or payment thereof, shall to be resolved in accordance with Section 2.2.”

Commented [A5]: JSP Explanatory Note: The Commission has limited options for temporary relief to preserve the status quo, such as a preliminary injunction. This provision is intended to allow a freeze in the status quo while dispute resolution proceeds before the Commission.

b. “The following is added as Section 2.2.2:

If an IPA Deferred Payment Calculation Notice indicates a positive [ComEd/AIC/MEC] ABP Deferral Percentage value for the immediately upcoming month¹ that affects the payment for RECs associated with a Designated System, and if Seller determines that the positive [ComEd/AIC/MEC] ABP Deferral Percentage will have a material adverse effect on the viability of continued operations of such Designated System, then Seller shall have the right to provide a written notice to Buyer and the IPA of such determination and request for the Designated System to be removed from this Agreement. Such written request shall include any supporting documentation and an attestation from Seller that the reason for the termination request is solely related to the payment deferral, and shall be provided by the Invoice Due Date concurrent with its submission of the invoice affected by the payment deferral. The IPA will review all relevant information in determining whether to approve

¹ As an example, the IPA Deferred Payment Calculation Notice issued by IPA on February 25, 2022 indicates a positive ABP Deferral Percentage value for the month of March 2022.

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or deny the request. If such written request is granted by the IPA, the IPA shall provide a notice informing both Buyer and Seller of its acceptance of Seller's request to remove such Designated System from the REC Contract. In addition, the IPA shall issue 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 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 through the Invoice Due Date from such Designated System not to exceed the Designated System Contract Maximum REC Quantity. With respect to the invoice, if any, that is submitted with the written notice, the portion of the invoice amount attributable to such Designated System shall not cause the payment to be made for RECs from such Designated System to cumulatively exceed the result obtained by multiplying the number of RECs that has been Delivered from such Designated System by the Contract Price of such Designated System. In addition, Buyer shall be entitled to payment by Seller in the amount of the Collateral Requirement with respect to such Designated System calculated as of the applicable Invoice Due Date."

4. Except as expressly amended hereby, all terms and conditions of the REC Contract remain in full force and effect. This Amendment 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 this Amendment by electronic means shall be effective as delivery of a manually executed counterpart of this Amendment. Electronic copies of executed original copies of this Amendment shall be sufficient and admissible evidence of the content and existence of this Amendment to the same extent as the originally executed copy or copies (if executed in counterpart).

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date first written above.

[Insert Seller's Name]

("Party A" or "Seller")

Signed:

Name:

Title:

[Ameren Illinois Company/Commonwealth Edison Company/MidAmerican Energy Company]

("Party B" or "Buyer")

Signed:

Name:

Title:

APPENDIX B

DRAFT REC CONTRACT AMENDMENT

Applicable REC Contracts:

- a. **Fall 2017 Wind and Solar RFP (Commission Bid Approval Date: 7 September 2017)**
- b. **Spring 2018 New Solar RFP (Commission Bid Approval Date: 21 March 2018)**
- c. **Spring 2018 Second New Solar RFP (Commission Bid Approval Date: 2 May 2018)**
- d. **Fall 2018 Utility-Scale Wind RFP (Commission Bid Approval Date: 10 October 2018)**
- e. **Fall 2018 Utility-Scale Solar RFP (Commission Bid Approval Date: 4 December 2018)**
- f. **Summer 2019 Brownfield Site PV RFP (Commission Bid Approval Date: 1 August 2019)**

AMENDMENT TO RENEWABLE ENERGY CREDIT AGREEMENT

THIS AMENDMENT TO RENEWABLE ENERGY CREDIT AGREEMENT (the “Amendment”) is entered into this 31st day of December, 2021 (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, Buyer and Seller entered into a Renewable Energy Credit Agreement (the “REC Contract”) with an Effective Date of -1- , 20 -1- ;

WHEREAS, the REC Contract is subject to and governed by all the terms and conditions of the agreement entitled “Master Renewable Energy Certificate Purchase and Sale Agreement” attached thereto as Exhibit D (the “Master REC Agreement”) and such terms, as modified by the REC Contract, are incorporated by reference in the REC Contract (capitalized terms used and not otherwise defined in this Amendment shall have the same meaning as in the Master REC Agreement, as modified by the REC Contract);

WHEREAS, Section 9.5(c) of the Master REC Agreement provides that amendments thereto shall be in writing and executed by both Parties;

WHEREAS, the Illinois Commerce Commission in ICC Docket No. 19-0995 (Order on Reopening dated the 27th day of May, 2021) (the “Commission Order”) has approved the IPA’s Revised Long Term Renewable Resources Procurement Plan as modified by the Commission Order wherein provides for the modification of the REC Contract to allow for certain payments by Buyer to Seller for obligations incurred during the period June 1, 2021 through May 31, 2022 to be deferred; and

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

1. Section 10(b) of the Cover Sheet is amended to include the following additions:
 - a. The following is added as Section 1.75.1:

““Deferred Payment Amount” means the amount specified as such in Seller’s invoice due on February 10, 2022, March 10, 2022, April 10, 2022, May 10, 2022 or June 10, 2022, the calculation of which is set forth in Section 2.2.1 and as such amount may be adjusted pursuant to any IPA True-up Adjustment as set forth in Section 2.2.1 and as such amount is payable as set forth in Section 2.2.1. Any Deferred Payment Amount so adjusted by an IPA True-up Adjustment shall be an Adjusted Deferred Payment Amount.”
 - b. The following is added as Section 1.75.2:

““[AIC/ComEd/MEC] Deferral Percentage” means the percentage specified as such in the IPA Deferred Payment Calculation Notice.
 - c. The following is added as Section 1.75.3:

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““IPA Deferred Payment Calculation Notice” means the notice posted to the IPA’s Website related to the available budget and projected expenditure on renewable resources, including information on the [AIC/ComEd/MEC] Deferral Percentage applicable to an upcoming Invoicing Month, and for which copy will be issued by the IPA to both Buyer and Seller on or before the 25th of each month starting January 25, 2022 through June 25, 2022.

- d. The following is added as Section 1.75.4:

““IPA True-up Adjustment” means an adjustment of any Reduced Invoice Amount specified in the invoice due on June 10, 2022. The IPA True-up Adjustment shall be calculated by applying an adjustment rate specified in the IPA Deferred Payment Calculation Notice issued by the IPA to Buyer and Seller on or before June 25, 2022.

- e. The following is added as Section 1.75.5:

““Invoicing Month” means a calendar month within the period February 1, 2022 through June 30, 2022 in which invoices are due and submitted to Buyer and for which a [AIC/ComEd/MEC] Deferral Percentage is associated with.

- f. The following is added as Section 1.75.6:

““Reduced Invoice Amount” means the amount specified as such in Seller’s invoice due on February 10, 2022, March 10, 2022, April 10, 2022, May 10, 2022 or June 10, 2022, the calculation of which is set forth in Section 2.2.1 and as such amount may be adjusted pursuant to any IPA True-up Adjustment as set forth in Section 2.2.1 and as such amount is payable as set forth in Section 2.2.1. Any Reduced Invoice Amount so adjusted by an IPA True-up Adjustment shall be an Adjusted Reduced Invoice Amount.”

2. Section 2.2 of the Master REC Agreement, as modified by Section 10(c) of the Cover Sheet, is further amended by adding the following at the end of the section:

“Notwithstanding the foregoing, and for avoidance of doubt, this Section 2.2. is subject to Section 2.2.1 and Section 2.2.2.”

3. Section 10(c) of the Cover Sheet is amended to include the following addition:

- a. “The following is added as Section 2.2.1:

Notwithstanding Section 2.2 above, this Section 2.2.1 shall govern payment and invoicing requirements for the invoices due on February 10, 2022, March 10, 2022, April 10, 2022, May 10, 2022 and June 10, 2022. For each such invoice, Seller shall render to the Buyer an invoice by electronic mail for the payment obligations of Buyer to Seller by the applicable Invoice Due Date if there are amounts eligible for payment by Buyer to Seller for such Invoicing Month.

All invoices due on February 10, 2022, March 10, 2022, April 10, 2022, May 10, 2022 and June 10, 2022 are subject to payment deferral by Buyer. For purposes of the payment deferral, Seller shall indicate on the invoice (in addition to the requirements set forth in Section 2.2): (a) the Reduced Invoice Amount and (b) the Deferred Payment Amount.

The Reduced Invoice Amount in the invoice, timely submitted, under this Agreement shall be payable and due on the last Business Day of the month in which such invoice is

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rendered; and the Deferred Payment Amount in the invoice shall be payable and due on the last Business Day of July 2022.

The Reduced Invoice Amount shall not cause the payment to be made to cumulatively exceed an amount equal to the multiplicative product of the Purchase Price and the Delivery Year Requirement for the Delivery Year starting June 1, 2021 through May 31, 2022 less the sum of Deferred Payment Amounts in the invoice submitted and in any prior invoices.

For avoidance of doubt, the Deferred Payment Amount, with respect to an invoice, shall be the amount equal to the multiplicative product of (x) the [ComEd/AIC/MEC] Deferral Percentage applicable to that Invoicing Month and (y) the result obtained by multiplying (1) the Purchase Price by (2) the quantity of RECs Delivered.

For avoidance of doubt, if Seller fails to render an invoice for a Delivery Month by the Invoice Due Date, no payment will be processed for that Delivery Month. For any amounts included in late invoices, those amounts shall be eligible to be submitted by including such amounts as additional line items in the following Delivery Month's invoice for subsequent payment. However, all invoices submitted in an Invoicing Month shall be subject to the [ComEd/AIC/MEC] Deferral Percentage applicable to that Invoicing Month.

Notwithstanding the foregoing in this Section 2.2.1, the Reduced Invoice Amount in the invoice due on June 2022 shall be further subject an IPA True-up Adjustment. The IPA True-up Adjustment could either increase the Reduced Invoice Amount or reduce the Reduced Invoice Amount. If the IPA True-up Adjustment amount increases the Reduced Invoice Amount, then the Deferred Payment Amount shall be reduced by the IPA True-up Adjustment amount. If the IPA True-up Adjustment amount reduces the Reduced Invoice Amount, then the Deferred Payment Amount shall be increased by the IPA True-up Adjustment amount. The Reduced Invoice Amount and the Deferred Payment Amount after the application of the IPA True-up Adjustment is the Adjusted Reduced Invoice Amount and the Adjusted Deferred Payment Amount, respectively. For avoidance of doubt, the IPA True-up Adjustment amount that increases the Reduced Invoice Amount could be greater than the Deferred Payment Amount, in which case shall result in a negative Adjusted Deferred Payment Amount, which shall be netted against all positive Deferred Payment Amounts from prior invoices for purposes of payment by Buyer to Seller due on the last Business Day of July 2022. For avoidance of doubt, the absolute value of any negative Adjusted Deferred Payment Amount shall not be greater than the sum of all positive Deferred Payment Amounts from prior invoices.

For avoidance of doubt, nothing in this Section 2.2.1 excuses Seller and Seller is not excused from its REC Delivery obligations for the Delivery Year starting June 1, 2021 through May 31, 2022.

Notwithstanding any other provision of this Agreement to the contrary, Buyer and Seller acknowledge that if an invoicing related dispute arise out of payment deferrals pursuant to this Amendment, either Party may file an informal and/or formal complaint at the Illinois Commerce Commission to resolve disputes with regard to Deferred Payment Amounts, including calculation or payment thereof, under this Section 2.2.1, and that such proceedings before the Illinois Commerce Commission shall be the exclusive forum to resolve such disputes. The preceding sentence, however shall not preclude mutual

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agreement of the Parties to resolve any disputes, including through voluntary mediation. Any undisputed amounts shall be paid in accordance with Section 2.2. For avoidance of doubt, all invoicing related disputes that does not arise out of the application of payment deferrals pursuant to this Amendment, including any calculations or payment thereof, shall to be resolved in accordance with Section 2.2.”

b. “The following is added as Section 2.2.2:

If an IPA Deferred Payment Calculation Notice indicates a positive [ComEd/AIC/MEC] Deferral Percentage value for the immediately upcoming month² that affects the payment for RECs associated with the Project, and if Seller determines that the positive [ComEd/AIC/MEC] Deferral Percentage will have a material adverse effect on the viability of continued operations of such Project, then Seller shall have the right to provide a written notice to Buyer and the IPA of such determination and request for the REC Contract to be terminated. Such written request shall include any supporting documentation and an attestation from Seller that the reason for the termination request is solely related to the payment deferral, and shall be provided by the Invoice Due Date concurrent with its submission of the invoice affected by the payment deferral. The IPA will review all relevant information in determining whether to approve or deny the request. If such written request is granted by the IPA, the IPA shall provide a notice informing both Buyer and Seller of its acceptance of Seller’s request to terminate the REC Contract. With respect to the invoice, if any, that is submitted with the written notice, the invoice amount shall not cause the payment to be made to cumulatively exceed the result obtained by multiplying the Maximum Contract Quantity by the Purchase Price. In addition, Buyer shall be entitled to payment by Seller in the amount of the Collateral Requirement calculated as of the applicable Invoice Due Date.”

4. Except as expressly amended hereby, all terms and conditions of the REC Contract remain in full force and effect. This Amendment 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 this Amendment by electronic means shall be effective as delivery of a manually executed counterpart of this Amendment. Electronic copies of executed original copies of this Amendment shall be sufficient and admissible evidence of the content and existence of this Amendment to the same extent as the originally executed copy or copies (if executed in counterpart).

² As an example, the IPA Deferred Payment Calculation Notice issued by IPA on February 25, 2022 indicates a positive Deferral Percentage value for the month of March 2022.

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IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date first written above.

[Insert Seller's Name]

("Party A" or "Seller")

Signed:

Name:

Title:

[Ameren Illinois Company/Commonwealth Edison Company/MidAmerican Energy Company]

("Party B" or "Buyer")

Signed:

Name:

Title:

