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SREC Aggregation and Purchase Agreement for the Illinois Adjustable Block Program

Parties

The parties to this Renewable Energy Certificate Purchase Agreement ("Agreement") are: "Seller," listed as the System Owner in Cover Sheet A and "Buyer," which is Carbon Solutions SREC LLC.

The above named entities, referred to collectively as the "Parties" to this contract and individually as a "Party," wish to agree to the following:

These General Terms and Conditions are intended to facilitate the purchase and sale of Renewable Energy Credits ("RECs") from photovoltaic solar systems in accordance with Illinois Adjustable Block Program ("ABP"). The ABP terms, provisions, and supporting documents are outlined on the ABP Website: <http://illinoisabp.com/>. Unless defined differently in this Agreement terms and definitions for this contract are consistent with the ones listed in the Illinois Power Agency ("IPA") Act and in the Program Guidebook listed on the ABP Website.

The Seller certifies that it has exclusive rights to the RECs produced by the distributed generation renewable energy system ("the System") described in Appendix A from which the Buyer has agreed to purchase renewable energy credits under the Agreement.

Seller certifies the system is eligible for compliance with the ABP. Seller warrants, as of the Effective Date and for the ongoing term of the contract, that the System meets all the requirements of the ABP for compliance. The ABP contained within the Illinois Renewable Portfolio Standard, as established under [20 ILCS 3855/1-75, is](#) the Applicable Program under this Agreement. Seller further certifies the following:

- Seller has received and reviewed the Illinois ABP Brochure (as noted in System Owner/Host Certifications);
- Seller has reviewed and signed the Illinois ABP Standard Disclosure Form (as noted in System Owner/Host Certifications);
- All Part I System information and supporting documentation has been provided to the Buyer;
- All Part II System information and supporting documentation have been or will be provided to the Buyer upon energization;
- The 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, as required by Section 1-75(c)(1)(J) of the IPA Act;
- The System is a new generating unit such that the Date of Final Interconnection Approval did not occur before June 1, 2017, as required by Section 1-75(c)(1)(K) of the IPA Act;
- The 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, as required by Section 1-75(c)(7) of the IPA Act;

- The System has been or will be installed by a company with current Distributed Generation Installer certification from the Illinois Commerce Commission ("ICC"). (<https://www.icc.illinois.gov/Electricity/authorities/DistributedGenerationCertification.aspx>);
- The System meets the definition of the Class of Resource indicated in Cover Sheet A and meets the requirements specified in the IPA Act or rules promulgated by the ICC for the designated Class of Resource;
- The System is interconnected at the distribution system level in Illinois with the electric facilities of Ameren Illinois Company, Commonwealth Edison Company, MidAmerican Energy Company, Mt. Carmel Public Utility Co., or a "municipal utility" as defined in Section 3-105 of the Illinois Public Utilities Act, or a "rural electric cooperative" as defined in Section 3-119 of the Illinois Public Utilities Act;
- The System is located on the customer side of the customer's electric meter and is primarily used to offset that customer's electricity load; and
- The System's Nameplate Capacity (AC rating) is no more than 2,000 kW (2 MW).

This Agreement is contingent on the System's acceptance into the ABP. The Seller acknowledges that all of the terms and conditions in the Agreement are contingent upon the System being accepted and approved by the IPA or its designee and subsequent approval by the ICC and inclusion within the assigned utility's ABP Renewable Energy Credit Agreement "Utility Agreement."

Article 1. Definitions:

Additional Collateral: Collateral (in addition to the 5% Collateral required by the IPA) paid to Buyer for the purpose of protecting Buyer from Seller's failure to deliver contracted RECs. Unused Additional Collateral will be returned to Seller at the end of the Agreement.

Application: The System's application submitted to the Program Administrator for the ABP.

ICC Contract Approval: The approval of the System's Application by the Program Administrator and subsequent approval by the ICC.

Agency: The Illinois Power Agency (see 20 ILCS 3855)

Ameren Illinois: Ameren Illinois Company

Approved Vendor: An entity approved by the Program Administrator to submit project applications to the ABP and act as counterparty to the ABP contracts with the utilities.

Batch: The minimum size of a submission to the ABP, normally 100 kW with exceptions for the first submission of certain Approved Vendors.

Block: A defined size of program capacity with a defined level of incentives that declines at a rate of 4% per each new block as capacity is enrolled.

Buyer Approved Vendor Fee: Fee charged by Buyer for services under this contract as listed in Cover Sheet A.

Category: A classification based on a system size and type. The program has three categories: Small Distributed Generation (DG) for DG systems 10 kW AC and below, Large Distributed Generation for DG systems above 10 kW AC up to 2 MW AC in size, and Community Solar for community solar projects up to 2 MW in size.

Class of Resource: Type of generating resource as defined by the ABP. For this agreement all systems shall be DG Solar or Community Solar (as defined in the Community Solar Addendum).

Collateral: The performance assurance required for each System. This includes at a minimum 5% of the Total Contract Value. It also includes Additional Collateral as required by the Buyer and defined in Cover Sheet B.

Collateral Drawdown: Occurs when the System does not meet or exceed the delivery schedule in Cover Sheet C.

ComEd: Commonwealth Edison Company

Contracting Utility: Utility that the System's Application is assigned to by the IPA and or its designee.

Default or Event of Default: A Default or Event of Default shall mean, with respect to a Party (a "Defaulting Party"), the occurrence of any of the following: (1) a Party materially breaches any or all of its obligations and such breach is not cured within the specified number of days relating to that breach as described in this Agreement, or, if no cure period is specified, such breach is not cured within twenty (20) Business Days of receiving written notice of such breach from the other Party; (2) any representation, warranty, or covenant made by a Party in Article 8 of this Agreement proves to have been misleading or false in any material respect when made; (3) a Party becomes Bankrupt; (4) Seller executes a contract to sell any RECs within the Delivery Term up to the Maximum Contract Quantity from the System to any other buyer; (5) Seller makes any public claims inconsistent with Section 4.1.7 of this Agreement, or (6) Seller fails to satisfy any or all of the conditions set forth in Article 4 or Article 8.

Distributed Generation (DG): A system which is located on-site, behind a customer's meter, and used primarily to offset a single customer's load; it cannot exceed 2,000 kW AC in size.

Energized System: A system which is complete, has received a utility permission to operate, and has completed and received approval of Part II of the program application.

Environmental Attribute: An aspect, claim, characteristic or benefit associated with the generation of a quantity of electricity by a Renewable Energy Facility, other than the electric energy produced, and that is capable of being measured, verified or calculated. An Environmental Attribute may include one or more of the following identified with a particular megawatt hour of generation by a Renewable Energy Facility designated prior to delivery: the Renewable Energy Facility's use of a particular Renewable Energy Source, avoided NOX, SOX, CO2 or greenhouse gas emissions, avoided water use (but not water rights or other rights or credits obtained pursuant to requirements of Applicable Law in order to site and develop the Renewable Energy Facility itself) or as otherwise defined under the ABP, or as agreed by the Parties. Environmental Attributes do not include production or investment tax credits, other federal, state or local tax benefits, incentives or deductions, or other direct third-party subsidies for generation of electricity by the designated System(s), all of which credits, benefits, incentives, deductions or subsidies are reserved exclusively to the owner of the designated System.

Final Contract Value: Final Agreement Purchase Price paid by the Contracting Utility to Buyer calculated after any changes are made to Final System Size or other specifications and calculated using the Total Contract Value assigned to the System's approved ABP Application.

Final Purchase Price: This is the price paid by Buyer to Seller under this Agreement adjusted, if necessary, for final installed System specifications (such as Final System Size and accepted Block value).

Final System Size or Final Installed Capacity: The AC nameplate capacity of the System after installation and energization, measured by the aggregate inverter nameplate rating.

Group: One of the two Block Groups used to classify a system based on location. The Groups are:

Group A – Ameren Illinois, MidAmerican, Mt. Carmel, Rural Electric Cooperatives, and Municipal Utilities located in MISO

Group B – ComEd, and Rural Electric Cooperatives, and Municipal Utilities located in PJM

ICC: Illinois Commerce Commission (see 220 ILCS 5); the State Agency charged with regulating public utilities in Illinois, as well as approving aspects of the ABP.

IPA: Illinois Power Agency; the State Agency charged with administering the procurement of renewable energy resources to meet Illinois' renewable energy portfolio standard, in addition to procuring electric power supply for eligible retail customers of electric utilities and other responsibilities.

Interconnection Agreement: An agreement with the utility to interconnect the System to the utility's distribution system.

Large DG: A distributed generation system larger than 25kW AC, up to 5MW AC

M-RETS: The Midwest Renewable Energy Tracking System. This is an entity independent from the State of Illinois, IPA, ICC, and the ABP. It is one of two tracking registries, which along with PJM-GATS can be used to track creation, transfer, and retirement of RECs. More information can be found at the M-RETS website at <https://www.mrets.org/>

Master Agreement: SREC Aggregation and Purchase Agreement for the Illinois Adjustable Block Program, i.e. this document.

MidAmerican: MidAmerican Energy Company

Mt. Carmel: Mt. Carmel Public Utility Company

Notice to Energize: Notification made to Buyer by Seller or Seller's Installer that system has been energized made through Buyer's Portal or email.

Net Metering: A provision in an electric utility's tariff that allows for crediting a customer's bill for all or some of the production of a DG or community solar facility which has been exported to the distribution grid.

Non-ministerial Permit: A permit in which one or more officials consider various factors and exercise some discretion in deciding whether to issue (typically with conditions) or deny the permit.

New System Owner: An entity that purchases or otherwise acquires ownership of a System from the Seller. The New System owner will become the "Seller" after acquiring ownership of the System.

Part I: The initial application to the ABP which contains detailed information on the System and its location. Part I approval results in an ICC approved contract with one of the distribution utilities. A system must be energized within 12 months (18 months for community solar projects) after this contract is approved.

Part II: The second part of the application to the ABP completed after energization, demonstrating completion of the project in accordance with the Part I parameters approved.

Performance Call: A request by Buyer for collateral to be paid by Seller. This request will be made when a Collateral Drawdown occurs.

PJM-GATS: The PJM Environmental Information Service generation attribute tracking system. This is an entity independent from the State of Illinois, IPA, ICC, and the ABP. It is one of two tracking registries, which along with M-RETS can be used to track creation, transfer, and retirement of RECs. More information can be found at the PJM-GATS website at <https://www.pjm-eis.com>.

Program Administrator: The IPA's designee responsible for running day to day operations of the ABP. InClima has been designated the Program Administrator.

Project: A solar photovoltaic array and all associated equipment necessary for its generation of electricity and connection to the distribution grid. (Same as "System")

Projected Purchase Price: Price indicated in Cover Sheet A. This is the price to Seller after fees have been taken out, but not before bonding has been withheld (if bonding is withheld from payment). This price is subject to change before becoming the Final Purchase Price if system specifications change between the issuance of Cover Sheet A and the System's installation and energization. If the ABP Block the System is accepted in has a lower price than listed in Cover Sheet A the Final Purchase price will also reflect the lower block price and therefore differ from the Projected Purchase Price.

Qualified Person: "Qualified person" means a person who performs installations on behalf of the certificate holder and who has either satisfactorily completed at least five installations of a specific distributed generation technology or has completed at least one of the following programs requiring lab or field work and received a certification of satisfactory completion: an apprenticeship as a journeyman electrician from a DOL registered electrical apprenticeship and training program; a North American Board of Certified Energy Practitioners (NABCEP) distributed generation technology certification program; an Underwriters Laboratories (UL) distributed generation technology certification program; an Electronics Technicians Association (ETA) distributed generation technology certification program; or an Associate in Applied Science degree from an Illinois Community College Board approved community college program in the appropriate distributed generation technology. To be considered a "qualified person", the experience and/or training relied upon must be with the same type of distributed generation technology for which the qualification status is sought.

Renewable Energy Credit (REC): The environmental attributes represented by 1 MWh of electricity generated by a renewable generator. Any REC subject to this Agreement must be eligible for use in the ABP.

Renewable Portfolio Standard: A law which requires a certain portion of the electricity served by investor owned utilities in a state to come from renewable generation.

Small DG: A distributed generation system less than or equal to 10 kW in size.

System: A solar photovoltaic array and all associated equipment necessary for its generation of electricity and connection to the distribution grid. (Same as "Project")

Total Contract Value: This is the total price paid by the Contracting Utility for RECS from the System before collateral or fees are withheld.

Website or Portal: Buyer's website: <https://portal.carbonsolutionsgroup.com>

Article 2. Terms

2.1. Term of Agreement. This Agreement shall commence as of the Effective Date and shall remain in effect until the Delivery Term End Date or, in the case that the Delivery Term End Date is extended beyond the Initial Delivery Term; two (2) years after the end of the final Delivery Term End Date Extension period. Alternatively, the Term of the Agreement may end upon the termination of the Agreement in accordance with its terms (the "Term of the Agreement"). Earlier termination of this Agreement may occur as a result of the execution by the Parties of an additional agreement.

2.2. Initial Delivery Term. The initial Delivery Term shall commence on the Delivery Term Start Date and end on the Delivery Term End Date and this shall constitute the full Term of the Agreement. Unless modified in accordance with Section 2.4, the Delivery Term will end the last day of the one-hundred eightieth (180th) month after the date on which the initial REC delivery has been completed from the System. Buyer is not obligated to purchase any RECs delivered to Buyer's account after the Delivery Term End Date. The Seller and the Buyer may enter into an extension or a second contract after the Delivery Term End Date to market the Seller's RECs beyond those contracted for.

2.3. Delivery Term Start Date. The Delivery Term Start Date is the date the first REC delivery under this contract is made to the Contracting Utility. This delivery will be made after the System is registered in either the PJM-GATS or M-RETS tracking registry. For systems larger than 5 kW AC, the first REC must be delivered within 90 days of the date the System is energized and registered in GATS or M-RETS. For Systems smaller than 5 kW AC, 180 days for the first REC delivery will be allowed.

2.4. Delivery Term End Date Extension. The Delivery Term End Date shall be extended by five (5) calendar years (1) for each Delivery Year Shortfall as defined in Cover Sheet C and Section 5.5.5, or (2) in the event Seller's default. The Delivery Term End Date shall also be extended by one (1) year as set forth in Section 3.6 and Section 5.5.8. In situations where the Delivery Term End Date is extended ("Extended Term") beyond the initial Term of the Agreement, all rights shall convey to Buyer as described in Section 7.3 during such Extended Term(s). Each extension shall be expressly additive in nature insofar as multiple extensions for remedy of the above referenced sections shall be sequential and successive.

2.5. **Delivery Date.** Seller must send or maintain access for Buyer to obtain meter reads from a meter meeting the requirements listed in Section 3.5 of this contract for the duration of the Term of the Agreement. Meter reads must be sent or available monthly for the duration of the Term from the 1st to the 15th of each calendar month.

2.6. **Delivery Term End Date.** Unless modified in accordance with Section 2.4, the Delivery Term will end the last day of the one-hundred eightieth (180th) month after the date on which the initial REC delivery has been completed from the System. Buyer is not obligated to purchase any RECs generated by the System after the Delivery Term End Date. In the event of an extended delivery compensation for any RECs will solely be made according to Section 7.3.

Article 3. System

3.1. **RECs only from System.** Buyer will only purchase RECs from the System that is identified in Cover Sheet A. RECs that are not from the System will not be accepted by Buyer unless expressly agreed upon by the Parties.

3.2. Omitted.

3.3. **Installation Consistent with Description.** The System is required to have been Installed consistent with the description set forth in Cover Sheet A of this Agreement. Any modifications to the System from that described in Cover Sheet A must be accepted and approved by the IPA or the IPA's Designee and must adhere to the rules of this Agreement.

3.3.1 **Co-Location of Systems.** The total capacity of DG Systems enrolled in the ABP at a customer's location will be considered a single System. (For example, three 100 kW systems at a single location will be considered a single 300 kW system.) For purposes of determining the System's REC price, a System's location is considered to be (a) a single building (regardless of the number of utility accounts at the location) for rooftop installations and (b) a single property parcel for ground-mounted systems (if a property had both rooftop and ground-mounted systems, it will be considered a single system). Additionally, systems located on multiple different rooftops on the same parcel will be considered a single System if each system is owned by the same entity or its affiliates.

If two or more projects on one parcel are separately owned and serve to offset the load of separate entities, then in order to have these arrays considered as separate projects, Seller must provide proof that the occupants are not affiliated entities, and each has a separate utility meter and separate utility billing and the IPA must confirm and accept the systems as separate.

3.4. **Tracking Registration and Energized Date.** The System must be completely installed in compliance with IPA rules, energized and registered with the tracking system (PJM-EIS GATS or M-RETS) in accordance to the following Deadlines:

3.4.1 **Deadline to Energize Systems.** DG Systems must be energized within twelve (12) months of being approved by the Program Administrator and Utility. Seller must provide Buyer with all required documentation no later than thirty (30) days before the System Energization Date. This additional time is required for Buyer to register the System with the applicable tracking registry and set up standing orders for the term of the contract. Systems which do not provide energization information thirty (30) days prior to their energization deadline may not meet the deadline and could have their contract terminated and corresponding Collateral forfeited.

3.4.2. **Notice of Energization.** Within five (5) business days after the System is installed and successfully energized, Seller shall provide notice to Buyer by updating its original Application on Buyer's web portal, and such update shall include the final Nameplate Capacity (AC rating) of the project ("Final System Size"), the "Energized Date" (the date on which the System became energized and operational), and any associated documentation required therein, including, but not limited to the documents listed in Attachment F. Seller shall provide any additional required or requested information or documentation reasonably requested by Buyer. At the time the Notice of Energization is submitted to Buyer (through the update to the original Application), Seller will thereby represent and warrant that all information and certifications contained therein are true, accurate and correct, and Seller shall not fail to include information required so as not to be misleading or misrepresentative.

3.5. System Metering Requirements The System must meet the following metering criteria. The meter described below is not the System's Utility meter, but the System's Solar Production Meter. All systems not yet registered on a tracking system that will be registered by Buyer will be registered in PJM GATS unless specifically noted on this contract.

3.5.1 Systems Registered with M-RETS All systems registered with M-RETS must utilize an ANSI C.12 certified revenue quality meter as specified in M-RETS Operating Procedure 7.2. The IPA will not accept any metering less stringent than that required by M-RETS.

3.5.2 Systems Registered with PJM GATS

Systems up to 10 kW AC Systems of 10kW in size and below registered with GATS must utilize either a meter that is accurate to +/- 5% (including refurbished and certified meters), or an inverter that is specified by the manufacturer to be accurate to +/- 5%. The inverter must be UL-certified and must include either a digital or web-based output display.

Systems over 10 kW AC and less than 25 kW AC Systems over 10 kW and less than 25 kW in size registered with GATS must utilize a meter that meets ANSI C.12 standards. Meters that are refurbished (and certified by the meter supplier) are allowed.

Systems 25 kW AC and above Systems of 25 kW and above registered with GATS must utilize a new meter that meets ANSI C.12 standards. The meter must be new at the time of the installation of the meter on the System and not new for this contract.

3.6. Metering. The System must be located behind the customer's utility meter of a distribution customer of the Interconnecting Utility indicated in Cover Sheet A. The System must have a Revenue Quality Meter so as to allow the System owner to have the ability to measure the output of the System. Such meter or separate meter dedicated to the measurement of the System's energy output for the determination of the quantity of RECs created shall be installed, operated, maintained and tested in accordance with good utility practice, PJM-EIS GATS or M-RETS requirements, as applicable, and any other requirements and standards issued by the Interconnecting Utility and the IPA. Seller shall be responsible for the System to be in compliance with the terms and conditions of the Interconnecting Utility's tariff for all other metering required of the System. Seller shall be responsible or shall ensure the System owner is responsible for all costs associated with such metering consistent with all standards and requirements set forth by the Interconnecting Utility. Failure to maintain meter in working order including internet connection may result in default by Seller. Systems are strongly encouraged to maintain an internet connected meter. Systems that do not have internet connected meters will be charged an additional fee of 8% of the Purchase Price by the Buyer. As outlined in Section 5.5.8, each three (3) month period of missed meter reads will result in an extension of the Term of the Agreement by one (1) year.

3.7. Interconnection Agreement. This Agreement does not provide for the interconnection of the System to the Interconnecting Utility's electric distribution system. Seller shall seek such interconnection service from the Interconnecting Utility in accordance with the Interconnecting Utility's applicable interconnection process. Seller shall comply with the terms and conditions of the Interconnection Agreement. Seller shall be responsible for all costs and expenses associated with the interconnection of the System consistent with all standards and requirements set forth by the Interconnecting Utility.

3.8. Systems with a Battery Backup. All systems which include a battery shall be electrically connected in a manner which ensures that any non-solar generated electricity used to charge the battery is not later metered as solar generated power. This can be done in one of two ways:

1. The meter used to report production is electrically located before the battery charger and does not measure any power that is drawn from the battery bank.
2. A net meter is connected to the system that runs in reverse when any non-solar power, including on-site generator power, is used to charge the battery bank.

This must be an integral part of the physical system design. An inverter which can be configured using software to preclude non-solar charging of the battery bank is not sufficient if that inverter is used as the source of reporting for renewable generation.

3.8.1. Battery Backup Environmental Attributes. Any environmental attributes associated with a battery installed with the system shall convey to Buyer as prescribed in Section 7.3.

3.9. **No Partial Systems.** All Systems entered into the ABP must include the entire output of the system. Any capacity of a System which is not part of the ABP must be separately metered with a separate inverter.

3.10. **Changes To System Size.** If the Final Installed System Capacity is different from the System Capacity in Cover Sheet A and the Final Installed System Capacity is within the greater of: +/-5kW or +/-25% of such System Capacity in Cover Sheet A, then the following shall apply:

3.10.1. If the System Capacity in Cover Sheet A is equal to or less than 10 kW, and the Final Installed Capacity is greater than 10 kW, then the monetary amount that is eligible for payment for RECs from such System in the first REC payment shall be adjusted from one hundred percent (100%) to 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 the System Capacity in Cover Sheet A is greater than 10 kW, and the Final Installed Capacity is equal to or less than 10 kW, then the monetary amount that is eligible for payment for RECs from such System in the first REC payment shall be adjusted from twenty percent (20%) to one hundred percent (100%) of the REC Purchase Payment Amount;

3.10.2. If the Final Installed Capacity is greater than the System Capacity in Cover Sheet A then:

- (A) the Purchase Price for purposes of payment shall be the REC price applicable to the Final Installed Capacity under the ABP at the time of Energization of such System, and if such REC price is not available then the last prevailing REC price applicable to the Final Installed Capacity under the ABP; and
- (B) the quantity of RECs used for purposes of payment shall be the lesser of the REC quantities calculated based on: (1) the System Capacity in Cover Sheet A and Capacity Factor and (2) the Final Installed Capacity and Capacity Factor.

3.10.3 If the Final Installed Capacity is less than the System Capacity in Cover Sheet A, then:

- (A) the Purchase Price for purposes of payment shall remain unchanged from the Proposed Price indicated in Cover Sheet A to the Final Purchase Price applicable to such System. For avoidance of doubt, the Purchase Price for purposes of payment shall not include any additional adders that may be applicable to smaller sized generating units under the ABP; and
- (B) the quantity of RECs used for purposes of payment shall be the lesser of the REC quantities calculated based on: (1) the System Capacity in Cover Sheet A and Capacity Factor and (2) the Final Installed Capacity and Capacity Factor.

Article 4. Prerequisites for Purchases

4.1. Buyer's obligation to begin the purchase of RECs from Seller at the rates of payment specified in Cover Sheet A is contingent upon the satisfaction of all of the following conditions:

4.1.1. Seller has provided or will provide Buyer with all documents required for participation in the ABP. These documents include but are not limited to supporting documents listed in Attachment F;

4.1.2. Seller has provided Buyer with all information, documentation, and permission necessary to create a valid account in PJM-EIS GATS or M-RETS for purposes of obtaining full rights and title to RECs from the System and delivering such RECs to Buyer's PJM-EIS GATS or M-RETS account. This includes but is not limited to: system identification information and Schedule A (attached to contract);¹

4.1.3. Seller has all rights to the RECs to be delivered by Buyer to the contracted utilities' PJM-EIS GATS or M-RETS account and such rights include the rights to deliver and convey title of such RECs to Buyer such that, upon delivery, all rights and ownership of delivered RECs shall belong to Buyer. This includes that the System did not participate in or receive any funding from a grant that claimed ownership of the System's RECS or prohibited the system from selling RECS.

4.1.4. The Delivery Term Start Date has occurred;

4.1.5. If System owner and host are different entities or individuals, the Seller must provide the Buyer with a signed host agreement as an attachment to this Agreement;

4.1.6. The ICC has entered an order approving a batch including the System;

4.1.7. Seller shall not claim to be using clean or renewable energy or otherwise suggest that the System owner/System host receives or uses renewable electricity or make any other claim which might interfere with the right to the RECs. Any environmental claims made by Seller as they pertain to a System subject to this Agreement that are not expressly approved by Buyer may constitute default under this contract. Further guidelines on marketing claims are available in the ABP Marketing Guidelines on illinoisABP.com;

4.1.8. The IPA and ICC have accepted the system into the ABP program; and

[4.1.9.] The IPA must approve of the System's participation in the ABP. If the System is not selected or approved to participate in the ABP this agreement shall remain in place for one (1) calendar year to allow for submission of the system in subsequent blocks. If after one (1) year the system has still not been accepted in the ABP and no extension of this Agreement has been agreed upon, this Agreement is void. Furthermore, the IPA is the primary entity responsible for confirming whether each System's characteristics meet the requirements of the ABP for purposes of this Agreement, and the Parties acknowledge and agree that the IPA (or its designee) shall have the right to request more information from Seller on a System and conduct on-site inspections and audits to verify the quality of the installation and conformance with information submitted to the Buyer. If the IPA (or its designee) determines that a 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 (or its designee) about that System, then the Buyer 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 Buyer. If the Buyer or the IPA determines in its reasonable discretion that the System's material deficiency continues rendering the System ineligible for the ABP, the Buyer shall have the right to terminate this Agreement through written notice to Seller. Buyer's rights to recover any losses from Seller under this Agreement shall survive such termination of the Agreement. Buyer's remedies include, but are not limited to, payment by Seller in the amount of the greater of: (i) the Collateral Requirement or (ii) one hundred percent (100%) of the total payments Seller has received from Buyer associated with RECs from such System, but only to the extent that such payment covers Buyer's actual and reasonable losses under this Agreement. This shall be drawn automatically from the payment method the Seller has on file and Buyer shall pursue all means including ones in the Security Agreement Addendum to recover payments.

Article 5. Purchase and Sale of RECs

5.1. Obligation to Purchase and Sell RECs

5.1.1. After the Delivery Term Start Date, upon satisfaction of all Article 4 pre-requisites and until the Delivery Term End Date Seller shall sell and Buyer shall receive and purchase all RECs generated by the System. Notwithstanding the foregoing, Buyer may, at its sole discretion, annul its obligation under this Section 5.1.1 to receive and purchase RECs beyond the end of the Delivery Term described in Section 2.2.

5.1.2. In addition to Seller's sale and Buyer's purchase of RECs, Buyer, without the payment of any additional consideration to Seller, shall receive title to, and Seller shall convey to Buyer, any and all other Environmental Attributes associated with the electricity generated or load saved by the System. Buyer shall also retain rights to data and records associated with the energy generated by the system during the life of the contract.

5.1.3. Beginning from the Delivery Term Start Date through the Delivery Term End Date (including any extensions), ownership of all RECS generated by the System shall belong exclusively to Buyer, and Seller shall not sell, divert, grant, transfer or assign such RECs to any person or entity other than Buyer unless otherwise specifically provided herein. Seller shall not enter into any agreement or arrangement under which any person or entity other than Buyer can claim such RECs from the Delivery Term Start Date through the Delivery Term End Date (with any extensions) except as otherwise specifically provided herein.

5.1.4. Omitted.

5.1.5. Omitted.

5.1.6 Omitted.

5.2. For purposes of clarification, Buyer shall not purchase, or take title to any energy or capacity from the System under this Agreement.

5.3. This Agreement shall not provide the basis for any preferential treatment for any other products or services between the Parties. This Agreement also makes no provision for net metering.

5.4. Seller agrees to provide any additional permission, information, or documentation needed to register the System in any other REC or environmental credit market that is requested by the Buyer

5.5 **Seller Responsibilities.** The seller agrees to comply with all of the following terms:

5.5.1 The Seller grants Buyer the right to act as its REC generator on the appropriate tracking system. This includes completing all the necessary paperwork for the applicable tracking system (PJM GATS or MRETS).

5.5.2 The Project must give all ownership rights to all RECs generated for the Term of the Agreement (and any extensions thereof) to the Buyer.

5.5.3 The System must meet the metering requirements in the ABP (see Sections 3.5 and 3.6, supra).

5.5.4 Projects must either maintain an internet connection (which may be a cellular or wireless connection) to the device being used for generating metering data and grant Buyer the rights to their energy production data so Buyer may generate RECS accordingly, or, alternatively, the Seller must furnish monthly production data to the Buyer. This may include but is not limited to a picture of the meter or inverter reading each month. Sellers without online monitoring of their System must provide Buyer with their System's production on a monthly basis according to the method provided by Buyer. Systems without an internet connected meter will have 8% of the Purchase Price withheld as a non-internet fee by the Buyer. The cost of the internet connection is the Seller's sole responsibility.

5.5.5 In the event of a sale of the property hosting the System or any change otherwise in the ownership of the System, Buyer maintains the rights to the RECs generated following the change in ownership of the System. To be clear, this applies whether or not the ownership rights of the System are sold along with the rest of the property. Seller commits that this Agreement shall be assigned, if necessary, to the appropriate entity to effectuate the purpose of this Agreement. The Buyer retains the rights to all RECs generated during the Term of this Agreement as set forth herein. All Collateral held from the System will be transferred and refunded to the System owner at the end of the Term of the Agreement. Additional Collateral may be required from the new System owner upon transfer of ownership. Each transfer of ownership of the system will automatically incur a cost of either: \$25/kW AC (paid by SREC seller at the time of sale to Carbon Solutions) or, if not paid at the time of sale, a 5 year unpaid extension of the REC delivery schedule.

5.5.6 The System must meet any other requirements not explicitly mentioned here but required under the IPA Act, 20 ILCS 3855/1-1 et seq., or the orders entered in ICC Docket No. 17-0838.

5.5.7 Systems must be completely located within the State of Illinois

5.5.8 Failure by the System owner to deliver meter reads or applicable documents to Buyer at least once every three (3) calendar months can result in default of this Agreement by the System owner.

5.5.8.1 **Failure to deliver meter reads.** If Seller fails to deliver to Buyer meter reads at least once every three (3) months in accordance with Section 5.5.8, then Buyer will provide electronic notice to Seller of such failure. If Seller has

not delivered meter read data to Buyer within twenty (20) business days of the notice to Seller the Buyer has the option to hold Seller in Default and or to extend the term of this Agreement by one (1) year in order to recoup any losses to Buyer arising from such failure. Failure to deliver meter reads for a full year will result in Default by the Seller.

5.5.8.2 Failure to deliver registration documents. If Seller fails to deliver to Buyer required registration documents including but not limited to those listed in Attachment F within twenty (20) calendar days of System energization, Buyer will provide electronic notice to Seller of such failure. If within twenty (20) business days following the notice to Seller the registration documents are not delivered by Seller, Buyer has the option to hold Seller in Default or extend the term of this Agreement by one (1) year in order to recoup any losses to Buyer arising from such failure.

5.5.9 Maintenance and Repair; Insurance.

5.5.9.1 System Upkeep And Maintenance. Seller shall be responsible for all necessary upkeep and maintenance of the System in order for the System to achieve the expected REC deliveries set forth in Cover Sheet C, or any amendments thereto or any other such minimum output requirements or obligations under an extension of this Agreement. If the System falls into a state of disrepair or is destroyed, or its production is otherwise interrupted, Seller shall promptly notify Buyer upon notice or event of such disrepair, destruction, or interruption.

5.5.9.2 System Disrepair or Destruction. If the System falls into a state of disrepair or is destroyed, or its production is otherwise interrupted, Seller shall be responsible for initiating repair on the System within thirty (30) calendar days from the date of initial disrepair, destruction, or interruption. Failure to notify Buyer of the initiation of such repairs within thirty (30) calendar days from the notice or event of initial disrepair, destruction, or interruption may constitute an Event of Default of this Agreement at the Buyer's option.

5.5.9.3 System Interruption. If the System falls into a state of disrepair or is destroyed, or its production is otherwise interrupted, Seller shall be responsible for bringing the System back online and operational including reporting meter reads to buyer and ensuring the System recommences the production and delivery of electricity onto the grid, commensurate with its Nameplate Capacity (AC rating) within thirty (30) days from the initiation of such repairs. Failure to bring the System back online within thirty (30) days from the initiation of such repairs shall be an Event of Default of this Agreement. If necessary and at the sole discretion of Buyer, Seller grants to Buyer permission to access the site of the malfunctioning System such that Buyer, or its representatives, could repair the System. All reasonable costs incurred by Buyer to repair the System will be reimbursed by Seller immediately upon receipt of invoice from Buyer. Seller's failure to reimburse such costs may result in an equivalent amount withheld from any future payments due Seller under this Agreement.

5.5.9.4 Insurance. A non-residential Seller with a System above 25 kW (AC) shall maintain, at all times during the Term of the Agreement, commercial liability insurance, general liability insurance, third party liability insurance, and all risk insurance policies of a normal and customary value, provided that the risk insurance policy shall cover, at the minimum, the total cost of the System, for purposes of maintenance and repair. Seller shall present proof of such coverage to Buyer upon request. A residential Seller shall maintain, at all times during the Term of the Agreement, general liability and property insurance which covers, at a minimum, the total cost of the System, for purposes of maintenance and repair. Any unresolved lapse in coverage for more than three (3) months during the term of the contract may constitute a default under this Agreement at Buyer's option.

Article 6. Quantity; Purchase Price & Collateral

6.1. Purchase Price During Initial Delivery Term. All RECs produced by the System during the Initial Delivery Term of the Agreement shall be purchased by Buyer at the Purchase Price indicated in Cover Sheet A or the Final Purchase Price if amended. For avoidance of doubt this initial purchase price shall only apply to RECs which have been sold under the Buyer's ABP contract and shall not include any RECs generated under any extended terms.

6.1.1 Purchase Price During Extended Term. RECs produced by the System and delivered to the buyer during any Extended Term shall be acquired in accordance with Article 7.3. For avoidance of doubt RECs delivered during any extended term shall not be compensated at the rates awarded for ABP contracts, but instead shall be conveyed solely as described in Article 7.3.

6.2. Application Fee & Collateral. The Seller shall pay a non-refundable application fee of \$20/kW (up to \$15,000 per System) to the Buyer immediately upon entering into this Agreement, unless the fee has been covered by another party outside of this Agreement. If the fee will be covered by a third party Buyer must be given notice in writing and agree. The Seller shall also pay 5% of the Total Contract Value before fees to the Buyer as Collateral upon ICC approval of the System. Buyer will notify Seller of ICC approval via email. Seller has sixty (60) days after notification from the Seller to pay the full Collateral requirement to the Seller. If the Seller pays more than sixty (60) days after this notification, a penalty will be added consistent of the terms of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* A failure or delay to pay Collateral may result in default by the Seller. The Buyer may, at its sole discretion, withhold payment from Seller to recoup collateral and or late payment penalty,

6.3. Collateral Maintenance and Management. Seller understands and agrees that Seller will be required to maintain a predefined Collateral balance (refer to Coversheet B) with Buyer for the entire Term of the Agreement. The Collateral will be determined in the Application based on the kilowatt AC size of the System, and further adjusted based on the Final Contract Value. The Collateral will be used to fulfill shortfalls in REC production relative to the production schedule agreed upon in the Coversheet C. In the event the Collateral is needed to meet a shortfall in RECs delivered under Buyers ABP contract due to REC production shortfall, Seller will be required to make a payment to Buyer to restore the Collateral to the full original balance (a "Performance Call"). Payment to restore the Collateral will be made by credit card, ACH withdrawal from Seller's bank account, or other method as required. In all instances when a Performance Call is made, Seller will have no more than five (5) business days to restore the Collateral. In the event that Buyer requires a Performance Call from the Seller and the Seller is unable to restore the Collateral in the required time frame, Seller agrees and authorizes that Buyer may use any and all commercially available means to collect the Collateral from Seller. Commercially available means include, but are not limited to, charging a credit card the Seller keeps on file with Buyer, withdrawing funds automatically from the Seller's bank account, utilizing another form of payment, or hiring third party collection agencies. If it is determined that during the Term of the Agreement the Seller's form of payment in the event of Performance Calls is no longer active, the Seller will be required to update its form of payment for events of Performance Calls in their account on Buyer's website. Additionally, Buyer reserves the right to take all legal actions under any Security Agreement Addendum as set forth in Section 6.4. At all times during the Term of this Agreement, the Seller represents and warrants that it has the financial wherewithal to maintain the Collateral required under the terms of this Agreement. Furthermore, for each 30 day period for which the Performance Call is not answered Seller will accrue an additional 1.5% monthly fee.

For the avoidance of doubt, the full Collateral associated with the System under this Agreement shall be forfeited should a System not meet the REC production obligation outlined in Cover Sheet C for more than three (3) delivery years. If a system is greater than 10 kW (AC) and underproduces for more than three (3) delivery Years relative to its expected annual REC Quantity, Buyer reserves the right to automatically revise the system's Capacity Factor during the initial four-year payment term. Additionally, Buyer reserves the right to use all existing Collateral, Collateral subsequently received from a Performance Call, and any future payments still forthcoming from the Contracting Utility to adjust the system's Total Contract Value as Buyer deems necessary.

6.3.1 Additional Collateral Withheld from REC Payments. Buyer reserves the right to withhold Additional Collateral. At the Buyer's discretion Systems will have Additional Collateral withheld from the first REC payment. This Additional Collateral requirement is outlined in Cover Sheet C.

6.3.2 Collateral Payment Information. No payment will be made to Seller until Seller has given Buyer valid authorization and transaction information to be used for automatic Collateral Drawdown. Buyer shall have the right to verify payment method is valid. This includes the right to charge the seller One (1) Dollar each Delivery year to verify this payment method.

6.3.3 Collateral Withheld from REC Payments. Buyer reserves the right to withhold Additional Collateral and Collateral Drawdown payments directly from from payments made to the Seller. If the System is over 25kW AC and requires Collateral Drawdown before all REC payments have been made to the Seller, then the Buyer may withhold the Collateral Drawdown Payment from the payment(s) to the Seller.

6.4. Security Agreement Addendum. As a condition to providing the services outlined in this Agreement, if Seller has a property interest in the System, Buyer may require the Seller to enter into the Security Agreement Addendum attached hereto as Attachment

E. Pursuant to the Security Agreement Addendum, the Seller shall grant to Buyer a security interest in all equipment comprising Seller's System. Such security interest is considered part of Buyer's Collateral. In the event that Buyer requires a Performance Call from the Seller and the Seller is unable to meet its obligation in the required time frame, Buyer reserves the right to take all action to collect the additional Collateral required under the Performance Call including, but not limited to, foreclosing on Seller's System and taking all actions of a secured creditor permitted under applicable law. Terms and conditions relating to the Collateral are contained in the Security Agreement Addendum and are incorporated by reference herein.

6.5. Omitted.

6.6. Final System Size. If the Final System Size differs from the planned installed capacity size as set forth on the Application under the ABP, the following limitations shall apply:

- a) Any increase that results in an Installed System Size behind the customer's utility meter that exceeds 2,000 kW (2 MW) AC rating shall result in the immediate and automatic termination of this Agreement.
- b) Any change in system size that results in an increase in the estimated REC production will not result in an increase in the Final Contract Value. The value of the contract will be determined based on the lesser of the estimated production in the original application compared to the Final System Size.

Article 7. Billing and Payment

7.1. **Timing of Payment.** The Buyer shall pay Seller no later than 45 days after receiving payment from the utilities. Unless payment record is not on file in accordance with 6.3.2 or used for Collateral in accordance with 6.3.3.

7.2. Omitted.

7.2. **Payment Timing with System Size Change.** Any increase or decrease in a Final System Size that results in a change in size category from under 10 kW AC to over 10 kW AC will result in a change in payment timing. The Final System Size category will determine if the system receives the Purchase Price at the time of Energization, or 20% on energization with the balance to be paid over the next four (4) years.

7.3. **Payment During Extended Term.** In the case that an Extended Term is required or elected under Sections 3.6, 5.5.8.1, or 5.5.8.2, for Delivery Shortfall or Seller's Default, all rights to RECs and any other Environmental Attribute during such Extended Term shall accrue to Buyer as a remedy at no cost to Buyer.

7.4. **Disputes.** If Seller disputes any information in the Buyer's payment receipt, the Seller shall so notify the Buyer in writing and any disputed amount shall be withheld by Buyer pending resolution of the dispute. If Seller disputes the amount paid to it by Buyer, Seller shall so notify the Buyer in writing within 30 days of receipt.

7.5. **Payment Method.** All payments shall be made by electronic funds transfer, PayPal, check, or by other mutually agreeable method(s), although additional fees may apply to payment methods other than check. The Seller will select its payment method, designate the payee, and provide the information necessary to process payment on Cover Sheet D attached to this Agreement or on the Buyer's website.

7.6. **Netting and Setoff.** Each Party reserves to itself all rights, setoffs, counterclaims, combination of accounts, liens and other remedies and defenses which such Party has or may be entitled to (whether by operation of law or otherwise). The obligations to make payments under this Agreement and any other REC purchase and sale Agreement(s) between the Buyer and Seller, if any, may upon mutual agreement of the Parties be aggregated, and the Parties may discharge their obligations to pay through netting, in which case the Party, if any, owing the greater aggregate amount shall pay to the Party owed the difference between the amounts owed.

7.7. **Taxes.** Seller shall pay or cause to be paid all applicable taxes imposed by any governmental authority ("Governmental Charges") on or with respect to the RECs or production of the RECs arising prior to delivery. Nothing shall obligate or cause a Party to pay or be liable to pay any Governmental Charges for which it is exempt under the law.

7.8. **No Additional Payments.** The amount of Purchase Price is the entirety of the payment(s) made to the Seller by the Buyer under this Agreement. Under no circumstances shall the Buyer owe additional payment(s) to the Seller during this Agreement, including for RECs sold during any extensions to the Delivery Term.

Article 8. Covenants, Representations and Warranties

8.1. **Seller Covenants, Representations and Warranties.** On and as of the Effective Date, and upon delivery, Seller hereby covenants, represents and warrants to Buyer as follows:

8.1.1. Seller has, and at all times during the Term of the Agreement will have, all necessary power and authority to execute, deliver and perform its obligations hereunder;

8.1.2. The execution, delivery and performance of this Agreement by Seller has been duly authorized by all necessary action and does not violate any of the terms or conditions of Seller's governing documents, or any contract to which it is a party, or any law, rule, regulation, order, judgment or other legal or regulatory determination applicable to Seller;

8.1.3. There is no pending or (to Seller's knowledge) threatened litigation, arbitration or administrative proceeding that materially adversely affects Seller's ability to perform its obligations under this Agreement;

8.1.4. Seller is not bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming Bankrupt.

8.1.5. The Seller acknowledges and agrees that any Environmental Attribute associated with or related to the RECs subject to this Agreement, including without limitation any verified emissions reduction, (or the REC itself) will not be sold or otherwise made available to a third party but will be transferred to Buyer pursuant to this Agreement.

8.1.6. For the entire Term of the Agreement, Seller shall have the right to convey title to any and all of the RECs generated by the System in accordance with this Agreement free and clear of any and all liens or other encumbrances or title defects and Seller further represents that all of the RECs are of the type of REC product specified in Cover Sheet A.

8.1.7. Seller represents and warrants to Buyer that (a) Seller has sold RECs once and only once exclusively to Buyer; (b) 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 (c) 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.

8.1.8. Seller warrants that as of the Delivery Term Start Date and continuing through the Delivery Term End Date, the System is a "Distributed Renewable Energy Generation Device" as defined in the IPA Act (20 ILCS 3855/1-10).

8.1.9. Seller covenants that it shall ensure that the System shall not change, as described in Cover Sheet A, except as set forth in Article 3 or with the prior written consent of Buyer.

Seller understands that failure to comply with any of the warranties and certifications hereof, or any inaccuracy in or failure of foregoing warranties and certifications to be true and correct, constitutes and/or will constitute a material default of this Agreement and may result in the termination of the Agreement, which may result in the forfeiture of Seller's Collateral and recovery of the Final Contract Value. Additionally, if Seller has entered into the Security Agreement Addendum, Buyer shall have the right to take all action to collect the Final Contract Value, including, but not limited to, foreclosing on the Collateral and taking all actions of a secured creditor permitted under applicable law.

8.2. **Buyer Covenants, Representations and Warranties.** On and as of the Effective Date, Buyer hereby represents and warrants to Seller as follows:

- 8.2.1. Buyer has, and at all times during the Term of the Agreement will have, all necessary power and authority to execute, deliver and perform its obligations hereunder;
- 8.2.2. The execution, delivery and performance of this Agreement by Buyer has been duly authorized by all necessary actions and does not violate any of the terms or conditions of Buyer's governing documents, or any contract to which it is a party, or any law, rule, regulation, order, judgment or other legal or regulatory determination applicable to Buyer;
- 8.2.3. There is no pending or (to Buyer's knowledge) threatened litigation or administrative proceeding that materially adversely affects Buyer's ability to perform its obligations under this Agreement; and
- 8.2.4. Buyer does not, by entering into the Agreement with Seller, make any implied warranties or guarantees as to the covenants, representations, warranties, and certifications supplied by Seller in its Application. Accordingly, should the IPA or the Buyer learn that any of the covenants, representations, warranties, and certifications required to be made for the ABP and/or in the Agreement are false, misleading, inaccurate, or otherwise incomplete, Seller shall hold harmless Buyer from any resulting damages suffered due in whole or in part to Seller's false, misleading, inaccurate, or otherwise incomplete covenant(s), representation(s), warranty or warranties, and certification(s).

Article 9. Assignment

9.1. Omitted.

9.2. Assignments by Seller.

- 9.2.1. When assignable, this Agreement shall be binding upon, shall inure to the benefit of, and must be performed by the successors and assigns of Seller. Seller may make a request to Buyer (or Buyer's successors) for the transfer or assignment of Seller's rights and obligations under the Agreement to the "Transferee". Such request must name the Transferee, provide the relationship between Seller and Transferee (if any), and must provide all necessary documentation to show that Transferee meets all conditions specific to a seller under this Agreement. Transferee must be an Approved Vendor for the ABP. Buyer may request additional information from Seller, which must be provided by Seller within (10) ten business days. Necessary documentation may include an updated Cover Sheet A, Cover Sheet B, and Cover Sheet C, and Cover Sheet D, if applicable. Upon receipt of all requested information, Buyer will have thirty (30) calendar days to accept or reject the proposed transfer or assignment of this Agreement. Buyer may only reasonably reject a proposed transfer or assignment. Any costs incurred by the Buyer to assign the contract shall be paid by the Seller.
- 9.2.2. In its notice to Buyer, Seller may state that the assignment or transfer is for purposes of pledging or assigning the revenues under this Agreement to a lender or other financing party as security for the project financing or tax equity financing of the System, or to an affiliate of Seller. In such cases, consent shall be deemed automatic if Seller remains the counterparty to the Agreement.
- 9.2.3. Seller will be required to effect any necessary assignment or transfer in the event of bankruptcy or dissolution.

9.3. **Permitted Assignment by Buyer.** Buyer, including Buyer's successors and assigns, may assign this Agreement without Seller's consent. Buyer shall notify seller within (180) one-hundred eighty days if Buyer assigns contract. Seller shall reserve the right to terminate this Agreement upon any such non-consensual assignment

Article 10. Default Remedies

10.1. Remedies Upon Default.

- 10.1.1. **Remedies.** Upon the occurrence and continuation of an Event of Default, the Non-Defaulting Party may (i) terminate this Agreement upon written or electronic notice to the Defaulting Party and/or (ii) exercise such remedies as provided in this Agreement. If the System has been energized and registered with PJM-EIS GATS or M-RETS, and the Agreement is

terminated due to an Event of Default by Seller, then (a) the RECs to be delivered to Buyer under this Agreement from the System shall not be eligible for use under any future IPA procurement event(s), (b) Buyer shall withhold any payments due under this Agreement, and (c) Seller shall be required to refund to Buyer any payments made under this Agreement for RECs that have not been generated as well as all Collateral Drawdowns resulting from a default in the Buyer's contract with the Contracting Utility if such Collateral has not yet been returned to Buyer by the IPA, or the utility, or recouped by REC payments received by Buyer. Seller shall refund to Buyer any unrecouped bonding and participation fees as calculated in Cover Sheet B within sixty (60) days of an Event of Default. Both Parties hereby stipulate that the remedies set forth in this section are reasonable in light of the anticipated harm and the difficulty of estimation or calculation of actual damages, and each Party hereby waives the right to contest such penalties.

10.1.2. Suspension of Performance. Notwithstanding any other provision hereof, if an Event of Default has occurred and is continuing, the Non-Defaulting Party may, on notice to the Defaulting Party, suspend performance of its obligation to deliver and sell, or receive and purchase, as applicable, RECs until such Event of Default is cured. Any such suspension shall be without prejudice to any remedy provided herein or otherwise available at law or in equity, including the right to subsequently terminate under Article 12.

10.1.3 Damages. In the event that the System owner is in default of this contract, Buyer is owed damages equal to its actual, reasonable costs associated with the System.

10.1.4 Extended Term. In the event that the System owner is in default of this Agreement, Buyer shall have a right to extend the Term of the Agreement for the life of the System under the conditions outlined for an Extended Term in Section 7.3.

10.2. Defaults Impacting the IPA or Contracting Utility. Seller understands and agrees that if Seller defaults under this Agreement, the System as a result may be or become in default of an agreement with the Contracting Utility or of its obligations to the IPA with respect to the Collateral. Even if Seller cures any or all such defaults within twenty (20) business days of notice of the default(s), Buyer does not guarantee that Seller's actions will cure defaults with respect to the Contracting Utility or IPA. In the event that Seller's curing of the default(s) under this Agreement does not cure any default with respect to the Contracting Utility or IPA, then Seller will be deemed to remain in default of this Agreement and will be subject to the penalties hereunder.

10.3. Requirement of Additional Collateral. Buyer may require up to 200% of the original Collateral to be paid if System underperforms Cover Sheet C by more than 10% in any given year or for more than two (2) years during the contract. This Additional Collateral may be withheld from payments owed to Seller or collected by methods listed in 6.3 or 6.4. The amount of Additional Collateral withheld or collected will be at the Buyers discretion but not to exceed 200% of the original Collateral amount.

10.4. Reduction in Contract Value. At the Buyer's sole discretion Buyer may require Seller to pay back some of the Purchase Price if the System underperforms by more than 10% of the annual values listed in Cover Sheet C in any three (3) delivery years during the Term of the Agreement. This would immediately cause Seller to owe Buyer for the difference in the contract reduction value. Further, Buyer will furnish Seller with updated Cover Sheet C which will describe the reduced annual delivery quantities thereon owed from the System during the Term of Agreement.

Article 11. Notices and Contact Information

11.1. Notices and other communications provided for herein shall be given in writing by e-mail, by registered or certified mail, return receipt requested, by receipted hand delivery, or by courier (UPS, Federal Express or other similar and reliable carrier) showing the date and time of successful receipt. Notices shall be sent to the individuals at the applicable address set forth in Cover Sheet A. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

Article 12. Force Majeure

12.1. 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 default 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. 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 the Buyer, and a determination of whether to object to or dispute the existence of Force Majeure shall be made by Buyer.

12.2. "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), explosions, war, hostilities, riots and acts or threats of terrorism (any such event, an "External Event") that disrupt the operation of the System. Force Majeure may include delays in the establishment by the 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 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.

12.3. Force Majeure may also include curtailments of the System (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 System is interconnected that result in reduced REC production. 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 System 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 System's generation. Unless expressly recognized by the IPA as a Force Majeure event, Force Majeure may not be based on: (i) the loss or failure of Buyer's markets; (ii) Buyer's inability to economically use or resell the REC(s) purchased hereunder; (iii) Seller's ability to sell the REC(s) to another at a price greater than the Purchase Price; (iv) curtailment for economic purposes only of the 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 System is interconnected; (v) insufficiency or unavailability of insolation to operate the System or generate sufficient quantities of RECs; (vi) the performance or breakdown of equipment or an electrical grid outage not directly caused by an External Event; or (vii) the loss of tax credits, the denial of deductions, or the imposition of additional taxes.

12.4. If Force Majeure adversely affects the ability of Seller to deliver RECs from a System, then there shall be a Suspension Period with respect to that System's obligations to deliver RECs under this Agreement. If the Suspension Period arising from such event lasts for a consecutive period of seven hundred thirty (730) days, then the Agreement shall be terminated. If payments have been made to Seller with respect to the System, Seller shall return the amount of payment based on the applicable Purchase Price and on the difference between the number of RECs used to calculate payment and the number of RECs delivered from such System.

12.1.3. **Utility Approval of Force Majeure:** If Seller is the Claiming Party, after such notification has been made to the Buyer, the determination of whether to object to or dispute the existence of Force Majeure shall be made by Buyer, subject to the concurrence of the IPA (who, upon receipt of notification from the Buyer, shall promptly confer to consider the Force Majeure notice).

Article 13. Liability

13.1. **Limitation of Liability.** With respect to any liability hereunder, the Buyer shall not be liable to the Seller for any consequential, incidental, punitive, exemplary or indirect damages, lost profits, or business interruption damages, whether by statute, in tort or in contract, under any indemnity provision or otherwise, in excess of the amount(s) paid by Seller to Buyer pursuant to this Agreement.

13.2. No Assumption of Liability. Buyer shall not assume, and Seller, if Seller is the System owner, shall retain and be responsible for any and all liabilities and obligations of Seller of any kind or nature whatsoever with respect to the System, including, without limitation, any and all liabilities and obligations of Seller under Seller's Project Documents. "Project Documents" means this Agreement, the executed project development agreement or other agreement between Seller and a project developer evidencing a legally enforceable obligation to develop, design, procure, and install the System warranted to operate at the host location for at least the Term of the Agreement, and, if Seller is a project developer, any applicable leases, easements, power purchase agreements between the project developer and host and licenses evidencing project developer's rights of access and rights to develop, design, procure, install and operate a solar-powered photovoltaic generation system at the host's location and warranted to operate at the host's location for at least the Term of the Agreement. The Buyer is not liable for lost revenues due to the System not being accepted into the ABP.

13.3 No Guarantee of ABP Participation. Buyer does not guarantee that the System will participate in the ABP or otherwise receive payment for RECS. Buyer is not responsible for a System's participation in the ABP and will not be held liable for any damages if the System does not or can not participate in the ABP for any reason.

13.4 No Guarantee of Payment. Buyer does not guarantee that a System that participates in the ABP will receive payment for the RECS it generates. Buyer only guarantees that if payment is received by Buyer from the Contracting Utility for RECs generated by a System participating in the ABP that the payment will be made to the System owner. The payment schedule is dictated by the rules of the ABP. Seller shall hold Buyer harmless for all expenses and lost revenues which arise out of a missed opportunity to participate in the ABP for any reason.

13.4.1 Developer Caps. The System may not be accepted into a block or may be accepted and subsequently removed by the IPA due to developer caps. Buyer has no responsibility for the System being rejected or not awarded a contract due to a developer cap on the Seller.

13.4.2. ABP Lottery. The System may be entered into a lottery for participation in the ABP. Buyer makes no guarantees and holds no responsibility for ABP lottery results. If a System is not selected in the lottery, the Buyer may terminate this contract.

Article 14. Dispute Resolution

14.1. Except as otherwise expressly set forth herein, for any and all disputes or issues, the Parties shall refer to this Article 14. A Party must respond to the other Party's notice concerning a disputed issue within ten (10) business days of first notification unless otherwise specified in this Agreement.

14.2. Any Party may give the other Party notice of any dispute not resolved in the normal course of business ("Initial Notice"). Such Initial Notice shall include: (a) a statement of that Party's position and a summary of arguments supporting that position; and (b) the name and title of the individual who will be representing that Party and of any other person who will accompany the individual. Within five (5) business days after delivery of the Initial Notice, the receiving Party shall respond with: (a) a statement of that Party's position and a summary of arguments supporting that position; and (b) the name and title of the individual who will represent that Party and of any other person who will accompany the individual. Within fifteen (15) business days after delivery of the Initial Notice, representatives of both Parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. Such a meeting may occur in person or by telecommunication. All reasonable requests for information made by one Party to the other will be honored. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

Article 15. Miscellaneous

15.1. Records. The Parties shall keep (or as necessary cause to be kept by their respective agents) for a period of at least twenty-one (21) years such records as may be needed to afford a clear history of all Deliveries of RECs pursuant to this Agreement. For any matters in dispute, the Parties shall keep the records related to such matters until the dispute is ended. This section shall survive the expiration or termination of this Agreement.

15.2. **Audit Rights.** Buyer shall have the right throughout the Term of the Agreement and for a period of six (6) years following the end of the Term of the Agreement, upon reasonable prior notice, to audit copies of relevant portions of the books and records of the other Seller to the limited extent necessary to verify the basis for any claim by a Seller for payment from the Buyer or to determine a Seller's compliance with the terms of this Agreement. If upon review, books and records indicate inconsistencies related to the information provided for the System, Buyer and its representatives shall have the right, but not the obligation, during business hours, upon reasonable notice to Seller, to visit and view the System site to the extent Seller has access to the site. The Buyer requesting the audit shall pay the Seller's reasonable costs allocable to such audit.

15.3. **Forward Contract.** Buyer and Seller each acknowledge that, for purposes of this Agreement, it is a "forward contract merchant" and that all transactions pursuant to this Agreement constitute "forward contracts" within the meaning of the United States Bankruptcy Code.

15.4. **Severability.** If any article, section, phrase or portion of this Agreement is, for any reason, held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such article, section, phrase, or portion so adjudged will be deemed separate, severable and independent and the remainder of this Agreement shall remain in full force and effect, and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided that the basic purpose of this Agreement and the benefits to the Parties are not substantially impaired.

15.5. **Entire Agreement.** This Agreement completely and fully supersedes all other understandings or agreements, both written and oral, including any term sheet or confirmation, between the Parties relating to the subject matter hereof.

15.6. **Waiver.** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

15.7. **Governing Law.** This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of Illinois, without regard to principles of conflicts of law. Any dispute arising out of this Agreement shall be governed by Section 14 of this Agreement.

15.8. **Headings.** The article and section titles in this Agreement are only for purposes of convenience and do not form a part of this Agreement and will not be taken to qualify, explain or affect any provision thereof.

15.9. **Indemnification.** To the extent permitted by applicable law, each Party agrees to indemnify, defend and hold harmless the other Party, and any of said other Party's affiliates, directors, officers, employees, agents and permitted assigns, from and against all third party claims, losses, injuries, liabilities, damages, judgments, awards, fines, penalties, costs and expenses (including reasonable attorneys' fees and disbursements) incurred in connection with, arising out of, or alleged to arise out of any event or circumstance first occurring or existing during the period when control and title to the products is vested in such Party or which is in any manner connected with the performance of this Agreement by such Party, except to the extent that such claim may be attributable to the gross negligence or willful misconduct of the Party seeking to be indemnified. This indemnity shall survive the expiration or termination of this Agreement for the full statutory period allowable by applicable law. To the extent permitted by applicable law, Buyer shall be explicitly indemnified as it pertains to the fees and Collateral on behalf of the Seller. Buyer makes no guarantees that Seller shall have the opportunity to participate in the ABP process. Seller shall hold buyer harmless for all expenses and lost revenues which arise out of a missed opportunity to participate for any reason. Nothing contained herein shall be construed as prohibiting the Seller, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Indemnifying party shall be liable for the cost, fees and expenses incurred in the Indemnitee's defense of any such claims, actions, or suits. Nothing contained herein shall be construed as constituting a waiver of Seller's defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of indemnification.

15.9.1. **Website Indemnification** The Buyer website (the "site") and the services provided by Buyer thereunder, are provided on an "as is" and "as available" basis without any warranties of any kind, including that the site will operate error-free, that the site, its servers, or the content are free of computer viruses or similar contamination or destructive features. To the maximum extent permitted by applicable laws: (i) Buyer shall not be subject to liability for any defects, malfunctions, delays or interruptions of the site or the services from whatever cause and Seller agrees to use of the services and the site at Seller's own risk; (ii) Buyer disclaims all warranties, including, but not limited to, warranties of title, merchantability, non-infringement of third parties' rights, and fitness for particular purpose and any warranties arising from a course of dealing, course of performance, or usage of trade; (iii) Buyer shall not be liable for

any indirect, incidental, or consequential damages, lost profits, or damages resulting from the use or inability to access and use the site or the services whether based on warranty, contract, tort (including negligence), or any other legal theory, even if Buyer has been advised of the possibility of such damages; and (iv) Buyer's aggregate liability shall not exceed the greater of (a) the amount Seller has paid Buyer in connection with the applicable Application, or (b) U.S. \$100.00. The site and this Agreement may contain technical inaccuracies or typographical

errors or omissions. Unless required by applicable laws, Buyer is not responsible for any such typographical, technical, or pricing errors listed on the site. Buyer reserves the right to make changes, corrections, and/or improvements to the site and the services at any time without notice.

15.10. Government Action. "Government Action" means action by the IPA, ICC, other Governmental Authority, Administrator, Certification Authority, or by the governing body of the ABP to change the eligibility of a REC for the ABP or substantially change the requirements for compliance by persons obligated to comply with the ABP which in either case has a material adverse effect on the value of a REC that is the subject of a particular Transaction and includes a change in applicable law that disqualifies any particular System (by Renewable Energy Sources, Initial Operating Date, or otherwise) or REC. In this case, the "Transaction" refers to both the ABP and the subsequent the Agreements, and such terms may be used interchangeably.

The Parties acknowledge that, with respect to the Agreement entered into by and between Buyer and the Seller, the ABP, which among other things establish the conditions for a market for the RECs contemplated for purchase and sale hereunder, may be the subject of Government Action (including court challenge) that could adversely affect the eligibility of such RECs to meet the requirements of the ABP or otherwise alter the requirements of the ABP, or make RECs unavailable or dramatically diminished or increased in value. With respect to any Transaction, absent a representation by Seller that the REC complies with the requirements of a particular ABP, Buyer bears the risk that the REC is or will be in compliance with any ABP. With respect to any Transaction, if Seller represents that a REC complies with an ABP, such representation is made and effective as of the delivery date, and Seller will not be in breach of such representation on account of any Government Action occurring after the delivery date. Unless otherwise specified Government Action that changes in any respect the value of a REC, including a cancellation of the ABP, will have no effect on the obligation of the Seller to meet its obligations set forth in this Agreement. To the extent that Government Action renders delivery illegal under applicable law, such Transaction will be terminated.

15.10.1. Regulatory Termination Right. In consideration of the foregoing, Buyer shall have the right, but not the obligation, to terminate this Agreement upon either the expiration or repeal of any or all elements of the ABP or any change in the design or the administration of the ABP that would prevent or inhibit the IPA from conducting the procurement event or that would prevent or inhibit the Buyer from purchasing RECs from the System or the System from producing RECs.

15.11. Counterparts; Transmittal. This Agreement may be executed in several counterparts, each of which is an original, and all of which constitute one and the same instrument. Electronic or digital transmission of this Agreement shall constitute good and valid delivery.

15.12. Confidentiality. Both Parties acknowledge that by reason of this relationship hereunder, they may have access to certain information and material concerning the other Party's business, plans, customers, technology and products that are confidential and of substantial value, which value would be impaired if such information were disclosed to third parties. The Parties agree that neither will use in any way for its own account or the account of any third party, nor disclose to any third party, any such confidential information revealed to them under this arrangement unless such disclosure is required by applicable law or court order. In the event of termination of this Agreement, there shall be no use or disclosure by either Party of any confidential information of the other Party and any materials related to the other Party shall be immediately returned. Each Party acknowledges that the provisions of this Section are reasonable and necessary for the protection of the other Party and that the other Party will be irrevocably damaged if such covenants are not specifically enforced. Accordingly, both Parties agree that, in addition to any other relief to which the other may be entitled in the form of actual or punitive damages, the Parties shall be entitled to seek and obtain injunctive relief from an arbitration panel or a court of competent jurisdiction for the purposes of restraining the other Party from any actual or threatened breach of such provision. The terms of this Section shall survive termination of this Agreement.

15.13 Duty to Mitigate. Each Party agrees that it has a duty to use commercially reasonable efforts to minimize and mitigate any damages it may incur as a result of the other Party's performance or non-performance of this Agreement.

15.14 Termination of Agreement The agreement can be ended by the seller at any time if the remaining number of SRECs on the agreement are paid off. The number of SRECs remaining on the contract would be determined by the final approved number of SRECs minus lesser of the SRECs delivered to and accepted by the utility or the REC delivery obligation up to time of termination. See the example below for a sample calculation:

Example Only:

Contracted Quantity - 150 SRECS
Annual Delivery Quantity - 10 SRECS
Contracted REC Price - \$100

Seller wishes to terminate contract after year 5 and has delivered 48 SRECS

Example Only Remaining Delivery Requirement:

Greater of:

150 SRECS - 48 SRECS = 102 Remaining SRECS

or

150 SRECS - (5 years * 10 SRECS per year) = 100 Remaining SRECS

102 SRECS (Greater Quantity) * \$100/SREC = **\$10,200 - Cost to Terminate Contract**

Additionally certain sections of this contract will survive the termination such as the 2 year audit right and the Seller may not sell any SRECs generated by the System until a 15 year period after the beginning of the delivery period.

IN WITNESS WHEREOF, each of the Parties hereto has caused the Agreement to be executed by its duly authorized representative on the date set forth above.

Carbon Solutions SREC, LLC

Signed: Signature on file
By: Rhett Gopaul
Date: May 7th, 2025

515 N State
Chicago, Illinois 60654
Phone: (312) 971-6245
SREC@carbonsolutionsgroup.com

System Owner: County of DuPage

Signed: _____
By: Deborah A. Conroy, Chair of DuPage County Board
Date: _____



Security Agreement Addendum: Attachment E

This Security Agreement Addendum ("Security Agreement") is legally binding as of the date this Security Agreement has been signed by Seller ("Effective Date"). In this Security Agreement the words "you" and "your" refer to Seller and Seller's permitted successors and assignees and the words "buyer," "we," "us" and "our" refer to Carbon Solutions Group SREC LLC., or its successors and assignees ("Buyer"). Capitalized terms used herein that are not otherwise defined below are defined in the terms and conditions of the Buyer's Illinois ABP Agreement ("Master Agreement"), which is incorporated here by reference. This Security Agreement supersedes any prior agreement between you and us concerning the same subject matter.

1. Grant of security interest in collateral.

a. Collateral. As consideration for the Services we are providing to you and to secure your obligations under the Agreement, you hereby grant to us a security interest in the following property and assets (collectively "Collateral"), whether you own it now or acquire it later, regardless of where the Collateral is located:

(i) all solar panels and related equipment, including, but not limited to, inverters, racking systems, wiring, electrical and mechanical connections, any compatible electricity storage units, metering, monitoring and/or other distributed generation interconnect equipment ("Solar System Equipment") comprising the System installed at the address set forth on the Application ("Premises");

(ii) all attachments, accessories, batteries, parts, supplies, replacements of and additions to all or any portion of the Solar System Equipment;

(iii) all claims of any type or nature, including warranty claims related to the Solar System Equipment;

(iv) all rebates and incentives that are payable as a result of installing the Solar System Equipment except for such rebates and incentives which have been assigned to your Installer;

(v) all of your rights, title, interests, and remedies under all agreements, books, records, statements and documentation and other general intangibles relating to the Collateral (including, without limitation, the agreement with your Installer (the "Installation Agreement") and any other agreement related to the performance, operation, or repair of the Solar System Equipment);

(vi) all consideration received from the operation, collection, sale or other disposition of any property that constitutes Collateral, including any payment received from any insurer arising from any loss, damage or destruction of any Collateral and any other payment received as a result of possessing all or any portion of the Collateral;

(vii) all supporting obligations; and

(viii) all products and proceeds of and all accessions to, substitutions and replacements for and rents, profits and products of, each of the foregoing and proceeds of any insurance, indemnity, warranty or guaranty payable to you from time to time with respect to any of the foregoing.

b. Financing Statements. You authorize us to file financing statements, a copy of this Security Agreement and any other documents necessary or desirable to perfect, protect and/or continue our security interest in the Collateral. You agree to sign any documents and to take any other actions that we might reasonably request to perfect, protect and/or continue our security interest in the Collateral. We may file an informational filing in the real property records that describes the Collateral.

2. Additional obligations and representations.

a. Ownership. You represent and covenant that:

(i) you are, or a trust controlled by you is, the fee simple owner of the Premises and the Collateral;

(ii) you are not, and will not be, in breach of your Installation Agreement by entering into this Security Agreement; and

(iii) you have not entered into a home equity conversion mortgage or other similar agreement where a lender has agreed to make advances over time secured by an interest in the Premises (a "Reverse Mortgage").

b. Collateral. You agree not to pledge, mortgage, encumber or otherwise permit the Collateral at any time to be subject to any lien or encumbrance that is superior to our security interest.

c. Collateral Access. You agree to provide us or our designees, after receiving reasonable notice, with physical or electronic access to the Premises for the purposes of (i) inspecting the Solar System Equipment until this Security Agreement terminates or (ii) after Default, removing or disabling the Collateral or any portion thereof from the Premises. Upon our request, you agree to provide to us all available access to any energy production data or other data related to your Solar System Equipment until this Security Agreement terminates.

d. Personal Property. You and we both expressly intend that no portion of the Solar System Equipment will constitute a "fixture" or goods that have been so related to the Premises that an interest therein arises under applicable real property law, and that the Solar System Equipment is and will remain personal property. You also agree not to take any action that might cause the Solar System Equipment to be treated as real property or a fixture.

e. Installation and Maintenance of Solar System Equipment. You will take all steps necessary to enable the installation and proper functioning of the Solar System Equipment to be completed in accordance with the Installation Agreement. You agree to maintain the Solar System Equipment in good working order and in compliance with manufacturing specifications, the operating and maintenance manuals, warranty requirements provided by your Installer and all applicable law, and not to remove or modify the Solar System Equipment without our prior written consent. You agree to replace any portion of the Solar System Equipment that reaches its natural end of life, including, but not limited to, any inverter or battery. You agree to maintain at all times an internet connection sufficient to ensure that monitoring data for the Solar System Equipment can be fully transmitted.

f. Required Insurance. You agree to maintain insurance covering the Solar System Equipment, whether installed on the dwelling or the property of the Premises.

g. Representations. Each representation made by you in your Application, the Master Agreement, this Security Agreement or in any other document delivered by or on behalf of you in connection with your Application, the Master Agreement or this Security Agreement, is true and complete in all material respects when made. In addition, you hereby represent as follows:

(i) we may periodically review your credit, including pulling your credit report from consumer reporting agencies;

(ii) you will comply with all applicable law that might affect your ability to perform your obligations under this Security Agreement or that might result in a lien on the Collateral or otherwise impair the value of the Collateral; and

3. DEFAULT. You will be in default ("Default") under this Security Agreement in any of the following circumstances (each an "Event of Default"):

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SREC.carbonsolutionsgroup.com

a. an Event of Default under the Master Agreement;

b. you fail to make any payment under the Master Agreement or this Security Agreement within sixty (60) calendar days of the date such payment is due;

c. you fail to perform any of your obligations under the Master Agreement or this Security Agreement and you fail to cure such failure to perform to our reasonable satisfaction within sixty (60) calendar days after receiving notice from us of your failure to perform;

d. you remove, modify, sell or otherwise transfer the Collateral or sell or transfer ownership of the Premises (including through condemnation) without our approval;

e. any representation made by you in, or in connection with, your Application, the Master Agreement or this Security Agreement is false in any material respect when made;

f. any of the following occurs (each a "Bankruptcy Event"):

(i) you make an application for the appointment of a receiver, trustee or custodian, or a receiver, trustee or custodian is appointed for you or a majority of your assets;

(ii) you (1) initiate or consent to any legal proceedings under the United States Bankruptcy Code, or equivalent law providing for the relief of debtors; (2) make an assignment for the benefit of creditors; or

(3) have a petition in bankruptcy or similar relief of debtors filed against you, which is not withdrawn or discharged within thirty (30) days of being filed.

4. REMEDIES. Our remedies if you default on this Security Agreement include the following (to the fullest extent permitted by law):

a. General. In the event that you are in Default under this Security Agreement, we may:

(i) declare any payments due to us under the Master Agreement immediately due; although if a Bankruptcy Event occurs or if you sell or transfer Collateral or the Premises without our approval, amounts payable to us will be considered immediately due without the need for such a declaration by us;

(ii) foreclose on the Collateral (and exercise any other rights with respect to the Collateral that we have under this Security Agreement or applicable law, including disabling the Solar System Equipment and/or removing the Solar System Equipment); and/or

(iii) pursue any other remedies available to us under applicable law, including those of a secured creditor permitted by applicable law.

b. Performance Call. If you receive a Performance Call from us, you must promptly pay in full the unpaid principal amount of the Performance Call, including, but not limited to all accrued interest, if any, and any other amounts and fees payable under this Security Agreement.

c. Taking Possession. If we choose to foreclose on the Collateral, we may, among other things, take possession of the Collateral and then sell, lease or otherwise dispose of the Collateral.

d. Right of Set-Off. Upon the occurrence of an Event of Default and the Default has not been cured, we are hereby authorized at any time and from time to time, with notice to you as required by this Addendum and the SREC Aggregation and Purchase Agreement and to the fullest extent permitted by law, to set-off and apply any and all deposits (general or special, time or demand, provisional or final, but specifically excluding any trust or segregated accounts) at any time held by us and any and all other indebtedness at any time owing by us to or for the credit or account of you against any and all of the your obligations irrespective of whether or not we shall have made any demand under this Security Agreement and although such obligations may be contingent or unmatured. We agree to promptly notify you after any such set-off and application made by us, provided, however, that the failure to give such notice shall not affect the validity of such set-off and application. Our rights under this Section are in addition to any other rights and remedies (including, without limitation, other rights of set-off) which we may have. Nothing contained in this Security Agreement shall impair our right to exercise

any right of set-off or counterclaim we may have against you and to apply the amount subject to such exercise to the payment of your indebtedness unrelated to this Security Agreement.

e. **Deficiency Judgment.** To the fullest extent permitted by law, regardless of whether or not we foreclose on the Collateral, we may require that you pay any amounts payable by you under this Security Agreement and the Master Agreement less any proceeds that we realize from our exercise of our remedies under this Security Agreement.

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU ARE PERSONALLY LIABLE FOR ALL AMOUNTS PAYABLE UNDER THIS SECURITY AGREEMENT. WE ARE NOT REQUIRED TO FORECLOSE ON THE COLLATERAL BEFORE INITIATING PROCEEDINGS AGAINST YOU AND YOUR ASSETS.

Our rights under this Security Agreement are cumulative and we may exercise these rights at any time if you Default. In the event that we exercise any of our rights or remedies under this Security Agreement, you will continue to be in Default until such time that you pay to us all amounts due and payable to us and you have cured any and all Defaults. Our failure to take any action or delay taking any action related to your default, or similar or unrelated default, does not waive, or imply a waiver of, any of our rights under this Security Agreement.

5. **TERMINATION.** We may terminate this Security Agreement in the event of termination of the Master Agreement. This Security Agreement will terminate after you have paid in full all amounts payable by you under the Master Agreement and this Security Agreement. The terms of this Security Agreement that would, by their express nature, survive the termination of this Security Agreement (including the provisions under "Additional Obligations and Representations," "Indemnification," "Governing Law and Miscellaneous," "Notices and Contact Information," "Limitation of Liability" and "Termination") will survive and be enforceable under this Security Agreement. Upon termination of this Security Agreement, our security interest in the Collateral will terminate.

6. NOTICES AND CONTACT INFORMATION

a. **Notices.** All notices may be in electronic form or in writing to the respective addresses set forth below; each party may change their Notice addresses via communication to the other party:

If to Seller: to the Seller's mailing address on our records, if in writing and to the Seller Email, if in electronic form.

If Buyer:

Attn: Legal

Phone: (312) 971-6245

Email: SREC@carbonsolutionsgroup.com

b. **Telephone Consumer Protection Act.** When you give us your mobile phone number, you are giving us your permission to contact you at that number about all of your Buyer accounts. Your permission allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls. This could include contact from companies working on behalf of Buyer to service your accounts. This does not allow us to use text messaging, artificial or prerecorded voice message and automatic dialing technology for telemarketing or sales calls. Message and data rates from your mobile provider may apply.

7. **SERVICER.** We may, upon any term or condition specified in this Security Agreement, delegate or exercise all or any of its rights, powers and remedies under, and delegate or perform any of its duties or any other action with respect to, this Security Agreement by or through any servicer, trustee, co-agent, employee, attorney-in-fact and any other Person selected by us from time to time ("Servicer").

8. **SUCCESSORS AND ASSIGNS; TRANSFERABILITY.** This Security Agreement shall bind and inure to the benefit of the Parties' respective successors and permitted assigns. You may not assign or transfer your rights or obligations under this Security Agreement without our prior written consent. Provided, however, if you sell your home, you may transfer your rights and obligations under this Security Agreement to the new Seller if the new Seller qualifies for and enters into a new Services obligation with us related to the Solar System Equipment pursuant to the following steps: (a) you and the new Seller notify us in writing at least thirty

(30) days in advance of the sale of the home to the new Seller, (b) the new Seller (i) completes a credit application and is approved by us in accordance with our credit policies and procedures in place at that time, (ii) executes the required documentation relating to the new Services obligation including consents to any lien filings required by us and (c) you and the new Seller execute documentation transferring the Solar System Equipment and related warranties and service plan (if any) to the new Seller. Only upon completion of this process will your rights under the Master Agreement, including your right to receive the Performance Calls, be transferred to the new owner(s), who will thereafter become the Seller. Any attempt by you to assign or transfer your rights or

obligations under this Security Agreement outside this process will be null and void ab initio. We shall have the right, without the

consent of or notice to you to assign or transfer all or a portion of this Security Agreement and the related documents to an affiliate or a third party. In the case of such non-consensual assignment, you shall retain the right to immediately terminate this Security Agreement. Where you do not elect to terminate this Agreement, you authorize us to provide to an affiliate or third party any documentation that they may request, including but not limited to credit history, credit score or other information used to determine your eligibility for the services as well as payment history relating to the services.

9. Indemnification. To the extent permitted by applicable law each Party agrees to indemnify, defend and hold harmless the other Party, and any of said other Party's affiliates, directors, officers, employees, agents and permitted assigns, from and against all third party claims, losses, injuries, liabilities, damages, judgments, awards, fines, penalties, costs and expenses (including reasonable attorneys' fees and disbursements) incurred in connection with, arising out of, or alleged to arise out of any event or circumstance which is in any manner connected with the performance of this Security Agreement by such Party, except to the extent that such claim may be attributable to the gross negligence or willful misconduct of the Party seeking to be indemnified. Nothing contained herein shall be construed as prohibiting you, your officers, agents, or employees, from defending through the selection and use of your own agents, attorneys and experts, any claims, actions or suits brought against you. The Indemnifying Party shall likewise be liable for the cost, fees and expenses incurred in the Indemnitee's defense of any such claims, actions, or suits. Nothing contained herein shall be construed as constituting a waiver of Seller's defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of indemnification.

10. Limitation of liability. Our liability to you under this Security Agreement, if any, shall be limited to direct, actual damages. You agree that in no event shall either party be liable to the other for consequential, incidental, punitive, exemplary, special or indirect damages.

11. Governing law and miscellaneous.

a. Governing Law. This Security Agreement shall be governed by federal law and (to the extent not preempted by federal law) the laws of the State of Illinois (exclusive of principles of conflicts of laws).

b. Severability. Each provision hereof shall be severable from every other provision in determining its legal enforceability. If any of the provisions of this Security Agreement shall be invalid or unenforceable, the rest of the Security Agreement will stay in effect.

c. Survival. All covenants, representations and warranties made in this Security Agreement shall continue in full force and effect so long as any obligations under this Security Agreement remain outstanding.

d. Entire Agreement. This Security Agreement together with the Master Agreement and all supplements and addendums, constitutes and contains the entire agreement between the Parties regarding the Services provided to you by Buyer and supersedes any and all prior agreements, negotiations, correspondence, understandings and communications between the Parties, whether written or oral. Our rights under this Security Agreement shall inure to the benefit of our successors and assigns, and your obligations under this Security Agreement and the Master Agreement shall be binding upon your heirs, estate, personal representatives and permitted assigns.

e. Amendments. This Security Agreement may only be amended, restated or otherwise modified with the written consent of the Parties. Any waiver or consent with respect to any provision of the Security Agreement shall be effective only in the specific instance and for the specific purpose for which it was given. No notice to or demand on you in any one case shall entitle you to any other or further notice or demand in similar or other circumstances.

f. Reliance by Buyer. All covenants, agreement, representations and warranties made herein by you shall, notwithstanding any investigation by Buyer, be deemed to be material to and to have been relied upon by Buyer.

By signing below, you agree to the terms and conditions stated in this Security Agreement Addendum.

Seller: County of DuPage

Signed: _____

By: Deborah A. Conroy, Chair of DuPage County Board

Date: _____