

# Affordability Agreement

This Illinois Solar for All Program Affordability Agreement (this “**Agreement**”) is made by and between the Owner, as that term is defined below, and the “**Approved Vendor**”

named in this Agreement, and is effective as of the date of the last signature below (“**Effective Date**”).

In consideration for Owner’s participation in the Illinois Solar for All Program (“**ILSFA**” or the “**Program**”) and Approved Vendor’s facilitation of Owner’s participation, Owner and Approved Vendor hereby agree that as of the Effective Date:

- 1. Authorization.** Owner has authorized Approved Vendor, including Approved Vendor’s agents, to build a solar photovoltaic generating system (the “**Project**”) at the site of the “**Property**” specified below, and to submit the Project for application into either the Residential (Small) or Residential (Large) sub-programs of ILSFA seeking a Renewable Energy Credit (“**REC**”) agreement by and between Approved Vendor (as seller) and the applicable utility company or the state of Illinois as buyer (the “**REC Agreement**”), and corresponding incentive payments for the delivery of RECs.
- 2. Covenant to Maintain as Affordable Housing.** Owner represents that the Property is one of the following: a single-family or small multifamily residential building that meets the affordability requirements for the Program as specified in Section 8.5.3.1 of the 2024 Long-Term Renewable Resources Procurement Plan, as amended from time to time (the “**Plan**”) and in Section 4.1 of the ILSFA Approved Vendor Manual in effect at the time of signing this Agreement (the “**AV Manual**”); or a large multifamily residential building that meets the affordability requirements for the Program as specified in Section 8.5.4.1 of the Plan and in Section 4.1 of the AV Manual. Owner commits that the Property will continue to meet the affordability requirements throughout the entire Term (as defined below). Owner agrees that this commitment is a covenant that runs with the Property (the “**Covenant**”) and that Approved Vendor will have the right to terminate this Agreement upon Owner’s breach of the Covenant. Notwithstanding anything to the contrary in this Agreement, the parties acknowledge and agree that if Owner breaches, or threatens to breach, the Covenant, that the damages Approved Vendor and the Program would sustain as a result would be difficult, if not impossible to ascertain. Accordingly, Owner agrees that in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, Approved Vendor, or any Third-Party Beneficiary (as defined in Section 6 below) shall have the right to specific performance and injunctive or other equitable relief of its rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and that all such rights and remedies shall be cumulative. Owner agrees that the remedies at law for any breach or threatened breach, including monetary damages, may be inadequate compensation

for any loss, therefore, Owner hereby waives, and agrees not to assert in any action or proceeding, the claim or defense that Approved Vendor and/or any Third-Party Beneficiary has an adequate remedy at law. Any requirements for the securing or posting of any bond with such remedy are waived by Owner. Owner and Approved Vendor each agree to immediately notify the ILSFA Program Administrator and the Illinois Power Agency (the “**Agency**”) in writing if either becomes aware that the Property is not in compliance with this or any other Program requirement. With the exception of any mortgagee of the Property existing as of the Effective Date, this Agreement shall be binding on Owner, its heirs, successors, executors, transferees and assigns. Owner is responsible for ensuring this Agreement is assumed by any subsequent owner of the Property for the full Term, and will remain fully liable for compliance with this Agreement until this Agreement is fully assumed by a subsequent owner of the Property, if any. Owner will provide written notice to the ILSFA Program Administrator of any change in ownership of the Property within fourteen (14) days of such change. Owner agrees to promptly provide all information and records requested by the ILSFA Program Administrator or the Agency necessary to evidence compliance with Program requirements.

3. **Ownership.** The “Owner” named below represents and warrants that it is the legal owner of record of the Property.
4. **Program Obligations.** Owner and Approved Vendor each acknowledge that, should the Project be approved by the ILSFA Program Administrator, the Agency, and Illinois Commerce Commission for REC incentives under the Program, any violation of the obligations in Section 2 of this Agreement could constitute a violation under the REC Agreement and place Approved Vendor’s status under the Program at risk.
5. **Representations.** Owner and Approved Vendor each: (A) represent that to the best of its knowledge and belief after due inquiry, investigation and confirmation, the information set forth in this Agreement is true and correct; and (B) agree that, except as otherwise explicitly provided in Section 2 regarding Owner’s breach of the Covenant during the Term, any other failure to comply with its obligations under this Agreement may result in termination from the Program and/or other legal action as determined by the ILSFA Program Administrator and/or the Agency in their sole discretion. No remedy conferred upon or reserved to any party herein (including any Third-Party Beneficiary) is intended to be exclusive of any other remedy, and every remedy shall be cumulative and in addition to every other remedy herein or now or subsequently existing at law or in equity.
6. **Third-Party Beneficiary.** The Agency and the ILSFA Program Administrator (each a “**Third-Party Beneficiary**”) on behalf of the Agency are third-party beneficiaries to this Agreement and are entitled to the rights and benefits hereunder and may enforce the provisions hereof as if they were a party to this Agreement.
7. **Term.** The “Term” of this Agreement shall commence on the Effective Date and continue through the date that is the tenth (10th) anniversary of the date on which the Project is both electrically complete and has received permission to operate from the local interconnecting utility, except if terminated earlier pursuant to Section 2 or Section 8 of this Agreement.
8. **Early Termination.** This Agreement shall automatically terminate prior to the end of the Term if:
  - the Project’s application for REC incentive monies from the Program is declined by either the Agency or Illinois Commerce Commission;
  - energization (as defined in the REC Agreement) of the Project is not completed in accordance with the Plan and the REC Agreement, including any extensions to that deadline granted thereto;



- Approved Vendor elects not to sign a REC Agreement related to the Project within the signing period specified in that REC Agreement; or
  - the Project is removed from a REC Agreement.
9. **Recording of Agreement.** Owner hereby consents to recording of this Agreement by Approved Vendor or any Third-Party Beneficiary with the recorder of deeds of the county in which the Property is located. Failure to record this Agreement shall not affect the validity or enforceability of any provision in this Agreement including, but not limited to, the Covenant herein.
10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of laws provisions.
11. **Authority.** Each person signing this Agreement represents that he or she: (A) is duly authorized and has the legal capacity to execute and deliver this Agreement on behalf of the party that such person is representing; and (B) this Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms by the Agency or the Program Administrator on behalf of the Agency.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, each party hereto has executed this Illinois Solar for All Program Affordability Agreement as of the date set forth for such party below.

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Owner Name (Printed): \_\_\_\_\_

Owner Corporate Name (if applicable): \_\_\_\_\_

Property Address: \_\_\_\_\_

City: \_\_\_\_\_ State: Illinois Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Approved Vendor Name: \_\_\_\_\_

Approved Vendor Representative's Name

(printed): \_\_\_\_\_

Representative's Signature: \_\_\_\_\_

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