

ILLINOIS POWER AGENCY FALL 2019 UTILITY-SCALE WIND RFP ILLUSTRATIVE PART 2 FORM

Pursuant to Illinois Public Act 99-0906, the Illinois Power Agency (“IPA”) filed an initial Long-Term Renewable Resources Procurement Plan (“Initial Long-Term Plan”), which provides for a procurement event for 1,000,000 renewable energy credits (“RECs”) delivered annually from new utility-scale wind projects for the portfolios of Ameren Illinois Company (“AIC”) and Commonwealth Edison Company (“ComEd”) through a Utility-Scale Wind RFP. Each of AIC and ComEd is referred to as a “Company”.

The Part 2 Proposal consists of the online Part 2 Form, attachments that are uploaded to the application website (or sent to the Procurement Administrator via email), and bid assurance collateral. Before completing the Part 2 Form for the Utility-Scale Wind RFP, please review the RFP Rules and the Renewable Energy Credit Agreement (“Wind REC Contract” abbreviated in this Part 2 Form as the “REC Contract”) so that you understand the conditions under which the Utility-Scale Wind RFP will be conducted. These documents are available on the procurement website, www.ipa-energyrfp.com.

Having submitted a Part 1 Proposal in response to the Utility-Scale Wind RFP, you have agreed to all the terms and conditions of the Utility-Scale Wind RFP.

Any information that you provide in this Part 2 Proposal is provided on a confidential basis to the Procurement Administrator and may be provided on a confidential basis to the Procurement Monitor, to the IPA, or to the Staff of the Illinois Commerce Commission (“ICC”). Any information provided to the Companies will also be provided to the Procurement Monitor.

INSTRUCTIONS FOR PROPOSAL

Bidders use the online Part 2 Form and upload required documents to respond to the requirements of the Part 2 Proposal as detailed in the RFP Rules. The Part 2 Proposal serves to present additional information for a single Project that qualified through a successful Part 1 Proposal. To the extent that an entity or group of entities is intending to present several Projects that each qualified through a successful Part 1 Proposal, a different Part 2 Proposal must be presented for each such Project, with each Part 2 Proposal submitted using project-specific credentials to access the online Part 2 Form.

The Procurement Administrator evaluates Bids submitted in accordance with this RFP for each Project that qualifies pursuant to a successful Part 1 Proposal and a Part 2 Proposal that fulfills all the requirements of the RFP Rules.

Please complete all sections. If a section does not pertain to you, you will be required to check a box and move on to the next section.

I. Part 2 Proposal Submission

Bidders must:

- Complete the online Part 2 Form in its entirety;
- Submit bid assurance collateral to each Company in the form of a Pre-Bid Letter of Credit or cash; and
- Submit all other documents, including Inserts, required to support the Part 2 Proposal by email to Illinois-RFP@nera.com or by upload to the application website. All Inserts are available on the procurement website.

All times are Central Prevailing Times (“CPT”) unless specifically noted.

The online Part 2 Form must be submitted no later than 12 PM (noon) CPT on October 17, 2019 (the Part 2 Date).

Some of the documents required to support the Part 2 Proposal are “Inserts”. Each of these Inserts will be available as a separate form on the procurement website or from the Procurement Administrator. A Bidder that is required to submit a particular Insert will complete the form and upload the form to the application website (or send the form by email). If the Insert requires a signature, the signed and completed form should be scanned and uploaded to the application website (or sent by email). **For illustrative purposes, the Inserts are shown throughout this Part 2 Form in blue boxes.** The format and exact content of the Inserts may differ from the illustrative Inserts provided through this Illustrative Part 2 Form. **Fields for upload of other documents are designated by a paperclip.**

Inquiries may be directed to the Procurement Administrator through the “Ask a Question” page on the procurement website at www.ipa-energyrfp.com.

II. Part 2 Proposal Processing

Information regarding the processing of the Proposal will be provided as a separate document to Bidders.

PART 2 FORM

1. Contact Information

THE BIDDER MUST REVIEW THE ADDRESS FOR THE SELLER, THE ADDRESS FOR THE BIDDER (IF DIFFERENT FROM THE SELLER), AND THE CONTACT INFORMATION PROVIDED IN THE PART 1 PROPOSAL FOR THE REPRESENTATIVES. THE BIDDER MUST MAKE ALL UPDATES NECESSARY. BY SUBMITTING THIS FORM WITHOUT MAKING CHANGES, THE BIDDER CONFIRMS THAT THE INFORMATION PREVIOUSLY PROVIDED REMAINS VALID.

Name of the Project

The name of the Project cannot be changed.

[pre-populated]

Seller Information

The entity named as the Seller in the Part 1 Proposal cannot be changed.

Name of Seller

[pre-populated]

Street Address

[pre-populated]

[pre-populated]

City

[pre-populated]

State

[pre-populated]

Zip Code

[pre-populated]

Bidder Information

Name of Bidder

[pre-populated]

Street Address

[pre-populated]

[pre-populated]

City

[pre-populated]

State

[pre-populated]

Zip Code

[pre-populated]

Representative Information

<i>Given Name(s) of Representative</i> [pre-populated]		<i>Last Name of Representative</i> [pre-populated]	
<i>Title</i> [pre-populated]			
<i>Street Address</i> [pre-populated]			
[pre-populated]			
<i>City</i> [pre-populated]	<i>State</i> [pre-populated]	<i>Zip Code</i> [pre-populated]	
<i>Telephone No.</i> [pre-populated]	<i>Alternate Telephone No. (if available)</i> [pre-populated]	<i>Email Address</i> [pre-populated]	

IF THE CONTACT INFORMATION FOR ONE OR MORE OF THE ADDITIONAL REPRESENTATIVES HAS CHANGED AND YOU HAVE NOT ALREADY PROVIDED THE INFORMATION TO THE PROCUREMENT ADMINISTRATOR, PLEASE PROVIDE AN UPDATED REPRESENTATIVE INSERT. THE REPRESENTATIVE INSERT MAY BE PROVIDED BY EMAIL OR BY UPLOAD TO THE APPLICATION WEBSITE. THE REPRESENTATIVE INSERT IS AVAILABLE ON THE PROCUREMENT WEBSITE. The Representative Insert is also labelled INSERT #P1-1.

Name of Bidder

REPRESENTATIVE INSERT (#P1-1)

The Bidder may name up to three (3) Representatives, **in addition to** the Representative whose contact information is provided directly in the online Part 1 Form, by providing the information requested below. If the Bidder is presenting Proposals for multiple Projects with different Sellers, the Bidder must identify the same Representatives for all such Proposals. Such Bidder is only required to submit the information regarding the Representatives once in a Part 1 Proposal for one of the Projects.

Contact Information for Representative

<i>Given Name (s)</i>		<i>Last Name</i>	
[pre-populated]		[pre-populated]	
<i>Title</i>			
[pre-populated]			
<i>Street Address</i>			
[pre-populated]			
[pre-populated]			
<i>City</i>	<i>State</i>	<i>Zip Code</i>	
[pre-populated]	[pre-populated]	[pre-populated]	
<i>Telephone No.</i>	<i>Alternate Telephone No. (if available)</i>	<i>Email Address</i>	
[pre-populated]	[pre-populated]	[pre-populated]	

Contact Information for Representative

Given Name (s)

Last Name

Title

Street Address

City

State

Zip Code

Telephone No.

Alternate Telephone No. (if available)

Email Address

Contact Information for Representative

Given Name (s)

Last Name

Title

Street Address

City

State

Zip Code

Telephone No.

Alternate Telephone No. (if available)

Email Address

2. Bid Assurance Collateral

A Bidder must submit bid assurance collateral for the Project in the form of cash or of a letter of credit to each of the Company. Bid assurance collateral remains in place until full execution of the REC Contracts and until payment of the Supplier Fees is received.

First Item: Election of Cash or Letter of Credit

PLEASE INDICATE, FOR EACH COMPANY, WHETHER YOU ARE PROVIDING CASH OR WHETHER YOU ARE PROVIDING A PRE-BID LETTER AS BID ASSURANCE COLLATERAL OF CREDIT FOR THAT COMPANY.

AIC	<input type="radio"/> Cash	<input type="radio"/> Letter of Credit
COMED	<input type="radio"/> Cash	<input type="radio"/> Letter of Credit

Second Item: Submission and Return of Cash

IF THIS ITEM DOES NOT APPLY TO YOU BECAUSE YOU ARE SUBMITTING A PRE-BID LETTER OF CREDIT TO EACH COMPANY, PLEASE PROCEED TO THE NEXT ITEM.

Have you already submitted the required documents for the submission of cash as bid assurance collateral in a previously submitted Part 2 Proposal for another Project in the Utility-Scale Wind RFP?

Yes No

If YES, please proceed to the next item.

If NO, please complete this item.

Each Bidder providing cash as bid assurance collateral for a Company must acknowledge the conditions under which cash may be drawn by that Company. **THE BIDDER SUBMITS THE ACKNOWLEDGMENT BY FULLY COMPLETING THE CASH INSERT FOR THAT COMPANY PREPARED FOR THIS PURPOSE. THE BIDDER PROVIDES THE CASH INSERT FOR THAT COMPANY BY EMAIL OR BY UPLOAD TO THE APPLICATION WEBSITE. THESE INSERTS ARE AVAILABLE ON THE PROCUREMENT WEBSITE.** The Cash Insert for AIC is also labelled INSERT #P2-1 and the Cash Insert for ComEd is also labelled INSERT #P2-2. If the Bidder presents Proposals for multiple Projects, the Bidder is only required to submit a Cash Insert for a Company once.

Name of Bidder

Name of ALL Sellers

AIC CASH INSERT (#P2-1)

If the Bidder presents Proposals for multiple Projects, the Bidder is only required to submit a Cash Insert for a Company once.

I, _____ [enter the name of representative of Bidder], acknowledge that Ameren Illinois Company may draw upon the cash submitted as bid assurance collateral if:

1. Bidder or Seller has disclosed information relating to the Proposal for a Project publicly or to any other party before the Illinois Commerce Commission has rendered its decision on the results of the procurement event; or
2. Bidder or Seller has made a material omission or misrepresentation in the Part 1 Proposal or the Part 2 Proposal for a Project submitted in connection with the procurement event; or
3. Seller has failed to execute the applicable supplier contract for a Project within three (3) business days of being notified that the Illinois Commerce Commission has approved the Bid on that Project or has failed to meet the creditworthiness requirements of the applicable supplier contract within five (5) business days of such Illinois Commerce Commission decision; or
4. Bidder or Seller has failed to pay to the Illinois Power Agency the applicable Supplier Fee for a Project within seven (7) business days of being notified that the Illinois Commerce Commission has approved the bid on that Project.

Furthermore, I acknowledge that no interest will be paid for cash submitted as bid assurance collateral by the Company and that the Company may co-mingle any cash submitted with other funds.

Signature of representative of Bidder

Date

Name of Bidder

Name of ALL Sellers

COMED CASH INSERT (#P2-2)

If the Bidder presents Proposals for multiple Projects, the Bidder is only required to submit a Cash Insert for a Company once.

I, _____ [enter the name of representative of Bidder], acknowledge that Commonwealth Edison Company may draw upon the cash submitted as bid assurance collateral if:

1. Bidder or Seller has disclosed information relating to the Proposal for a Project publicly or to any other party before the Illinois Commerce Commission has rendered its decision on the results of the procurement event; or
2. Bidder or Seller has made a material omission or misrepresentation in the Part 1 Proposal or the Part 2 Proposal for a Project submitted in connection with the procurement event; or
3. Seller has failed to execute the applicable supplier contract for a Project within three (3) business days of being notified that the Illinois Commerce Commission has approved the Bid on that Project or has failed to meet the creditworthiness requirements of the applicable supplier contract within five (5) business days of such Illinois Commerce Commission decision; or
4. Bidder or Seller has failed to pay to the Illinois Power Agency the applicable Supplier Fee for a Project within seven (7) business days of being notified that the Illinois Commerce Commission has approved the bid on that Project”.

Furthermore, I acknowledge that no interest will be paid for cash submitted as bid assurance collateral by the Company and that the Company may co-mingle any cash submitted with other funds.

Signature of representative of Bidder

Date

PLEASE NAME THE ENTITY OR ENTITIES TO WHICH WILL BE RETURNED CASH TENDERED AS BID ASSURANCE COLLATERAL. A Bidder presenting Proposals for multiple Projects is not required to name the same entity across all Projects.





For each entity to which will be returned the cash tendered as bid assurance collateral, the Bidder must provide: (i) a W-9; and (ii) a draft request, on that entity’s letterhead, for the return of the cash. The request for return of cash must:

- provide the names of the Projects and the name of the Bidder for identification purposes;
- include wire instructions;
- include the name and title of the signatory; and
- include a valid email address for the signatory or for another duly authorized representative of the entity to which the cash is to be returned.

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The request is a “draft” in that it may leave all amounts blank and may be unsigned. However, such request should otherwise be in the exact format that the Bidder intends to use for return of bid assurance collateral, including being on the appropriate entity’s letterhead. A fully executed request for return of cash is acceptable.

Sample requests for return of cash are available as Appendix 9 to the RFP Rules. **A DRAFT REQUEST MUST BE PROVIDED FOR EACH COMPANY TO WHICH THE BIDDER IS PROVIDING CASH AS BID ASSURANCE COLLATERAL.**

	W-9
	W-9
	<i>Request for return of cash for AIC</i>
	<i>Request for return of cash for ComEd</i>


Are you providing cash as bid assurance collateral to AIC?

Yes **No**

IF YES, please complete the remainder of this item.

IF NO, please proceed to the next item.

A BIDDER PROVIDING CASH TO AIC MAY ALSO PROVIDE AIC’S SUPPLIER REQUEST FORM. To be duly completed, all information required by Section 2 and 3 (including certification on page 2) of the Supplier Request Form must be provided. If a Bidder fails to submit AIC’s Supplier Request Form then the Procurement Administrator will require AIC’s Supplier Request Form to be provided by 12 PM (noon) on the day after the Bid Date.

	<i>AIC Supplier Request Form (optional)</i>
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Third Item: Letter of Credit as Bid Assurance Collateral



A Bidder providing a letter of credit as bid assurance collateral for a Company must either use the Standard Pre-Bid Letter of Credit for that Company provided as an appendix to the RFP Rules, or the Bidder must submit an original executed Pre-Bid Letter of Credit for that Company that incorporates only those modifications to the Company’s Standard Pre-Bid Letter of Credit approved by that Company and posted to the procurement website.

Instructions for submission of a Pre-Bid Letter of Credit are available from the Procurement Administrator upon request and were provided to all Bidders with the Part 1 Notification.

These fields are OPTIONAL and may be left blank. PLEASE PROVIDE ANY SPECIAL INSTRUCTIONS FOR RETURNING THE PRE-BID LETTER OF CREDIT BELOW. The Pre-Bid Letter of Credit is not returned unless the Bidder provides special instructions.

Special Instructions for returning the Pre-Bid Letter of Credit *(optional)*

IF THE PRE-BID LETTER OF CREDIT HAS NOT YET BEEN SENT TO THE COMPANY BUT YOU HAVE AN EXECUTED SCANNED COPY, YOU MAY UPLOAD IT HERE FOR REVIEW.

3. Certifications

The Officer of the Seller must make certain certifications required by the RFP Rules. If the Bidder and Seller are different entities, a representative of the Bidder must also make these certifications.

THE BIDDER SUBMITS THESE CERTIFICATIONS BY FULLY COMPLETING THE P2 CERTIFICATIONS INSERT PREPARED FOR THIS PURPOSE. THE BIDDER PROVIDES THE P2 CERTIFICATIONS INSERT(S) BY EMAIL OR BY UPLOAD TO THE APPLICATION WEBSITE. THE P2 CERTIFICATIONS INSERT IS AVAILABLE ON THE PROCUREMENT WEBSITE. The P2 Certifications Insert is also labelled INSERT #P2-3.

Name of Project

Name of Seller

Name of Bidder

P2 CERTIFICATIONS INSERT (#P2-3)

I certify that:

1. all information in the Part 2 Proposal is true and accurate to the best of the Seller's knowledge and belief;
2. the Seller has no knowledge of any Proposal submitted for this procurement event by another Bidder in response to this RFP;
3. the Seller is bidding independently;
4. the Seller has taken all necessary care to uphold the confidentiality of its Proposal in its communications with Owners, other Sellers whose Projects are presented by the Bidder, a financial institution for the purpose of arranging payment of the bid assurance collateral, or in its communications with advisors, if any;
5. with the exceptions of communications with Owners, other Sellers whose Projects are presented by the Bidder, a financial institution for the purpose of arranging payment of the bid assurance collateral, advisors (if any), or for the purposes of complying with disclosure requirements imposed on the Bidder or Seller, neither the Seller nor the Bidder has disclosed, and will otherwise disclose, publicly or to any other party any information relating to its Proposal, which could have an effect on whether another party submits a Proposal for this procurement event, or on the contents of such Proposal that another Bidder would be willing to submit. Such information includes, but is not limited to: the fact that the Bidder is submitting a Proposal for this procurement event; the Bids for the Project; the Seller's estimation of the value of RECs; and the Seller's estimation of the risks associated with providing RECs under the terms of the REC Contract. This certification must hold until the Illinois Commerce Commission has rendered its decision on the results of the procurement event;
6. the Seller acknowledges that Bids submitted with respect to the Project must remain binding until seventeen (17) business days after the Bid Date. The price in the Bid constitutes a binding and irrevocable offer to supply the annual quantity of RECs from the Project selected in the evaluation at the price in the Bid and under the terms of the REC Contract. The annual quantity selected in the evaluation is an annual quantity in the REC Contract aggregated across all Companies that is not less than the minimum quantity provided in the Bid and that does not exceed the full quantity provided in the Bid;
7. The Seller acknowledges that Supplier Fees in the amount specified by the Illinois Power Agency must be paid, within the deadlines set by the Illinois Power Agency and communicated by the Procurement Administrator, by the Seller or the Bidder if the Bid on the Project is approved by the Illinois Commerce Commission;
8. The Seller acknowledges that bid assurance collateral must be submitted in an amount sufficient to support the Bid on the Project. The Seller and Bidder agree that, if such amount is not sufficient, and if the Procurement Administrator does not receive prior to the deadline an amendment to the Bid Form or does not receive instructions to amend the Bid Form in a way that renders the amount of bid assurance collateral sufficient to support the Bids, then the Procurement Administrator may amend the Bid Form in accordance with the procedure described in Paragraph V.5.9 of the RFP Rules until the amount of the bid assurance collateral is sufficient to support the Bids; and

9. The Seller agrees that, if the Project is selected in the RFP and the Seller's Bid on that Project is approved by the Illinois Commerce Commission, the Seller will execute the REC Contracts with all Companies as instructed by the Procurement Administrator and the Seller will submit all necessary supporting documentation in the timeframes required by the REC Contract.

Enter name of Officer of the Seller

Signature of Officer of the Seller

Date

If the Seller and Bidder are not the same entity, a representative of the Bidder must also sign.

Enter name of representative of the Bidder

Signature of Representative of the Bidder (if applicable)

Date

IF YOU ARE UNABLE TO MAKE ONE OR MORE OF CERTIFICATIONS 2 THROUGH 5 YOU MUST EXPLAIN WHY CERTAIN DISCLOSURES ARE REQUIRED AND WHY SUCH DISCLOSURES ARE NOT INTENDED OR EXPECTED TO INFLUENCE THE RFP PROCESS.

4. Information to Prepare the REC Contracts

Each Seller is asked, but is not required, to provide the information to prepare the REC Contracts. A Seller that has named a Guarantor in the Part 1 Proposal is also asked to provide all information necessary for ComEd to prepare the Guaranty. The REC Contracts are prepared by each of the Companies after the Procurement Administrator notifies the Bidder that the Bidder has Bids that are identified as winning Bids to the Commission.

THE BIDDER SUBMITS ALL INFORMATION NECESSARY FOR THE PREPARATION OF THE REC CONTRACTS BY FULLY COMPLETING THE CONTRACT INSERT PREPARED FOR THIS PURPOSE. THE BIDDER PROVIDES THE CONTRACT INSERT IN MICROSOFT WORD FORMAT BY EMAIL OR UPLOAD TO THE APPLICATION WEBSITE. THE CONTRACT INSERT IS AVAILABLE ON THE PROCUREMENT WEBSITE. The Contract Insert is also labelled INSERT #P2-4.

If the Bid on the Project is approved by the Commission, the Procurement Administrator will allocate to each Company the number of RECs that the Seller will deliver to that Company. The Seller cannot choose its counterparties to the REC Contract and thus must complete the Contract Insert fully.

Are you providing the information to prepare the REC Contracts?

Yes

No

If NO, Please be advised that **IF THE PROCUREMENT ADMINISTRATOR NOTIFIES THE BIDDER THAT THE BID ON THE PROJECT IS BEING IDENTIFIED AS A WINNING BID TO THE COMMISSION, THE BIDDER WILL BE REQUIRED TO PROVIDE ALL REQUIRED INFORMATION FOR THE SELLER BY 12 PM (NOON) CPT ON THE DAY AFTER SUCH NOTIFICATION IS RECEIVED.**

If YES, PLEASE UPLOAD THE DULY COMPLETED CONTRACT INSERT.

Name of Project

CONTRACT INSERT (#P2-4)

First Item: Elections and Information Needed to Prepare the REC Contract

The information that you provide below will be used to complete the Notice to the REC Contract. If any of the information requested below is unavailable, please enter N/A in the corresponding fields.

(a) Party A:

Party A

Please insert the full legal name of the entity that will sign the contract.

Whether Party A is a Corporation, Partnership, etc.

Jurisdiction under whose laws Party A is existing and organized

(b) All Notices:

Street Address

City

State

Zip Code

ATTN:

Given Name(s)

Last Name

Telephone No.

Email Address

DUNS

Federal Tax I.D. Number

(c) Invoices:

ATTN:

Given Name(s)

Last Name

Telephone No.

Email Address

With a copy to:

ATTN:

Given Name(s)

Last Name

Telephone No.

Email Address

(d) Payments:

ATTN:

Given Name(s)

Last Name

Telephone No.

Email Address

(e) Wire Transfer:

Bank

ABA

ACCT

(f) ACH Transfer

Bank

ABA

ACCT

(g) Credit and Collections:

ATTN:

Given Name(s)

Last Name

Telephone No.

Email Address

(h) With additional Notices of an Event of Default or Potential Event of Default to:

ATTN:

Given Name(s)

Last Name

Telephone No.

Email Address

(i) Contact information for the individual signing the Master REC Agreement:

Given Name(s)

Last Name

Title

Second Item: Elections and Information Needed to Prepare the Form of Guaranty

Is the Seller relying on the financial standing of a Guarantor?

Yes

No

If NO, the Contract Insert is **COMPLETE**.

If YES, please provide:

(a) Please specify the name of the Guarantor here:

Guarantor

Please insert the full legal name of the entity that will serve as the Guarantor.

(b) The following information (required in the first introductory paragraph and Paragraph 13 of the Guaranty) regarding the Guarantor named in your Part 1 Form:

Whether the Guarantor is a Corporation, Partnership, etc.

Jurisdiction under whose laws the Guarantor is existing and organized

Name of relevant and binding corporate organizational document, such as Declaration of Trust, Limited Liability Company Agreement, Articles of Incorporation and by-laws, Certificate of Incorporation or by-laws, constitutional documents

- (c) The name and contact information (required in Paragraph 12 of the Guaranty) for the person to whom notices and other communications will be sent under the guaranty:

ATTN:

Street Address

City

State

Zip Code

Phone Number

With a Copy to (optional):

ATTN:

Street Address

City

State

Zip Code

Phone Number

- (d) The name and title (required in signature block of the Guaranty) of the person executing the Guaranty:

Given Name(s)

Last Name

Title

- (e) Please specify whether you are electing Option 1 or Option 2 in Paragraph 1 of the ComEd Guaranty by filling out the information below.

Paragraph 1 of Guaranty: [Specify Option 1 or Option 2. If Option 1 is specified, please specify amount]

1. The Guarantor, as primary obligor and not merely as surety, hereby irrevocably and unconditionally guarantees the full and prompt payment when due (whether by acceleration or otherwise) of any sums due and payable by the Seller as a result of an Event of Default under the Agreement (including, without limitation, indemnities, damages, fees and interest thereon, pursuant to the terms of the Agreement). Notwithstanding anything to the contrary herein, the maximum aggregate liability of the Guarantor under this Guaranty shall

Option 1 [in no event exceed \$____.]

Option 2 [in no event exceed the Seller's Exposure Amounts less the value of other liquid securities posted by the Seller under the Agreement(s).]

All such principal, interest, obligations and liabilities, collectively, are the "Guaranteed Obligations". This Guaranty is a guarantee of payment and not of collection.

Is the Guarantor using the Form of Guaranty without any modifications and without electing any of the optional changes below?

Yes

No

If yes, the ComEd Guaranty is complete.

If no, please indicate whether the Guarantor is adopting each change. All such optional changes are shown in redline below.

(Optional Change #1) Paragraph 1:

1. The Guarantor, as primary obligor and not merely as surety, hereby irrevocably and unconditionally guarantees the full and prompt payment when due (whether by acceleration or otherwise) of any sums due and payable by the Seller as a result of an Event of Default under the Agreement (including, without limitation, indemnities, damages, fees and interest thereon, pursuant to the terms of the Agreement). Notwithstanding anything to the contrary herein, the maximum aggregate liability of the Guarantor under this Guaranty shall

[] Option 1 [in no event exceed \$____.]

[] Option 2 [in no event exceed the Collateral Requirement less the value of other liquid securities posted by the Seller under the Agreement.]

All such ~~principal, interest~~ obligations and liabilities, collectively, are the "Guaranteed Obligations". This Guaranty is a guarantee of payment and not of collection.

Do you want to adopt optional change #1?

yes

no

(Optional Change #2) Paragraph 4:

4. Subject to the terms and conditions hereof, the obligations of the Guarantor under this Guaranty are absolute, irrevocable and unconditional and, shall not be released, discharged or otherwise affected by: (a) any extension, renewal, settlement, compromise, waiver, consent, discharge or release by the Seller concerning any provision of the Agreement governing any of the Guaranteed Obligations of the Seller; (b) the rendering of any judgment against the Seller or any action to enforce the same; (c) the existence, or extent of, any release, exchange, surrender, non-perfection or invalidity of any direct or indirect security for any of the Guaranteed Obligations; (d) any modification, amendment, waiver, extension of or supplement to the Agreement or the Guaranteed Obligations agreed to from time to time by the Seller and the Guaranteed Party; (e) any change in the corporate existence (including its constitution, laws, rules, regulations or powers), structure or ownership of the Seller or the Guarantor, or any insolvency, bankruptcy, reorganization or other similar proceedings affecting the Seller, its assets or the Guarantor; (f) the existence of any claim, set-off or other rights which the Guarantor may have at any time against the Seller, the Guaranteed Party, whether in connection herewith or in connection with any unrelated transaction; ~~provided that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim;~~ and (g) the invalidity, irregularity or unenforceability in whole or in part of the Agreement or any Guaranteed Obligations or any instrument evidencing any Guaranteed Obligations or the absence of any action to enforce the same.

Do you want to adopt optional change #2?

yes no

(Optional Change #3) Paragraph 6:

6. The Guarantor ~~will not exercise any~~ shall be subrogated to all rights, ~~which it may acquire by way of subrogation until~~ the Guaranteed Party against Seller upon payment or satisfaction of all Guaranteed Obligations owing to the Guaranteed Party pursuant to the Agreement ~~have been paid in full.~~

Do you want to adopt optional change #3?

yes no

(Optional Change #4) Paragraph 7:

7. Subject to the terms and conditions hereof, this Guaranty is a continuing Guaranty and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. Except for a failure to comply with any applicable statute of limitations, no failure or delay on the part of the Guaranteed Party in exercising any right, power or privilege hereunder, and no course of dealing between the Guarantor and the Guaranteed Party, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights, powers and remedies herein expressly provided are cumulative and not exclusive of any rights, powers or remedies, which the Guaranteed Party would otherwise have. ~~Except as set forth in this Guaranty, n~~o notice to or demand on the Guarantor in any case shall entitle the Guarantor to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the Guaranteed Party to any other or further action in any circumstances without notice or demand.

Do you want to adopt optional change #4?

yes no

(Optional Change #5) Paragraph 8:

8. This Guaranty shall be binding upon the Guarantor and upon its successors and **permitted** assigns and shall inure to the benefit of and be enforceable by the Guaranteed Party and its successors and **permitted** assigns; provided, however, that the Guarantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Guaranteed Party, which consent shall not be unreasonably withheld or delayed; and provided further that the Guarantor may, without the prior written consent of the Guaranteed Party, assign all of its rights and obligations under this Guaranty to an entity that has succeeded to the Guarantor by merger or by purchase of all or substantially all of the assets of the Guarantor and, in either case, has expressly assumed in writing all of the obligations of the Guarantor under this Guaranty. The assignment rights of the Guaranteed Party will be in accordance with any applicable terms of the Agreement.

Do you want to adopt optional change #5?

yes no

(Optional Change #6) Paragraph 8:

8. This Guaranty shall be binding upon the Guarantor and upon its successors and assigns and shall inure to the benefit of and be enforceable by the Guaranteed Party and its successors and assigns; provided, however, that the Guarantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Guaranteed Party, which consent shall not be unreasonably withheld, **conditioned** or delayed; and provided further that the Guarantor may, without the prior written consent of the Guaranteed Party, assign all of its rights and obligations under this Guaranty to an entity that has succeeded to the Guarantor by merger or by purchase of all or substantially all of the assets of the Guarantor and, in either case, has expressly assumed in writing all of the obligations of the Guarantor under this Guaranty. The assignment rights of the Guaranteed Party will be in accordance with any applicable terms of the Agreement.

Do you want to adopt optional change #6?

yes no

(Optional Change #7A) Paragraph 8:

8. This Guaranty shall be binding upon the Guarantor and upon its successors and assigns and shall inure to the benefit of and be enforceable by the Guaranteed Party and its successors and assigns; provided, however, that the Guarantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Guaranteed Party, which consent shall not be unreasonably withheld or delayed; ~~and provided further that the Guarantor may, without the prior written consent of the Guaranteed Party, assign all of its rights and obligations under this Guaranty to an entity that has succeeded to the Guarantor by merger or by purchase of all or substantially all of the assets of the Guarantor and, in either case, has expressly assumed in writing all of the obligations of the Guarantor under this Guaranty.~~ The assignment rights of the Guaranteed Party will be in accordance with any applicable terms of the Agreement.

Do you want to adopt optional change #7A?

(Note: If you elect this optional change 7A, you cannot elect optional change 7B.)

yes no

(Optional Change #7B) Paragraph 8:

8. This Guaranty shall be binding upon the Guarantor and upon its successors and assigns and shall inure to the benefit of and be enforceable by the Guaranteed Party and its successors and assigns; provided, however, that the Guarantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Guaranteed Party, ~~which consent shall not be unreasonably withheld or delayed; and provided further that the Guarantor may, without the prior written consent of the Guaranteed Party, assign all of its rights and obligations under this Guaranty to an entity that has succeeded to the Guarantor by merger or by purchase of all or substantially all of the assets of the Guarantor and, in either case, has expressly assumed in writing all of the obligations of the Guarantor under this Guaranty.~~ The assignment rights of the Guaranteed Party will be in accordance with any applicable terms of the Agreement.

Do you want to adopt optional change #7B?

(Note: If you elect this optional change 7B, you cannot elect optional change 7A.)

yes no

(Optional Change #8) Paragraph 8:

8. This Guaranty shall be binding upon the Guarantor and upon its successors and assigns and shall inure to the benefit of and be enforceable by the Guaranteed Party and its successors and assigns; provided, however, that the Guarantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Guaranteed Party, which consent shall not be unreasonably withheld or delayed; and provided further that the Guarantor may, without the prior written consent of the Guaranteed Party, assign all of its rights and obligations under this Guaranty to an entity that has succeeded to the Guarantor by merger or by purchase of all or substantially all of the assets of the Guarantor and, in either case, has expressly assumed in writing all of the obligations of the Guarantor under this Guaranty. The assignment rights of the Guaranteed Party will be in accordance with ~~any~~ applicable ~~assignment~~ terms ~~of~~ under the Agreement.

Do you want to adopt optional change #8?

yes no

(Optional Change #9) Paragraph 9:

9. ~~Other than as provided in this Guaranty, n~~Neither this Guaranty nor any provision hereof may be changed, waived, discharged or terminated except upon written agreement of the Guaranteed Party and the Guarantor.

Do you want to adopt optional change #9?

yes no

(Optional Change #10) Paragraph 11:

11. Subject to Paragraph 10, this Guaranty shall remain in full force and effect until ~~the~~ ~~earlier of (a) all Guaranteed Obligations have been fully and finally paid, at which point it will expire and (b) _____, 20__~~ [Term of underlying agreement plus 12 months]. The Guarantor may terminate this Guaranty upon thirty (30) days prior written notice to the Guaranteed Party which termination shall be effective only upon receipt by the Guaranteed Party of alternative means of security or credit support, as specified in the Agreement and in a form reasonably acceptable to the Guaranteed Party. Upon the effectiveness of any such expiration or termination, the Guarantor shall have no further liability under this Guaranty, except with respect to the Guaranteed Obligations arising or created prior to the time the expiration or termination is effective, which Guaranteed Obligations shall remain guaranteed pursuant to the terms of this Guaranty until finally and fully paid.

Do you want to adopt optional change #10?

yes no

(Optional Change #11) Paragraph 11:

11. Subject to Paragraph 10, this Guaranty shall remain in full force and effect until all Guaranteed Obligations have been fully and finally paid, at which point it will expire. Notwithstanding the aforementioned irrevocability of this Guaranty, the Guarantor may terminate this Guaranty upon thirty (30) days prior written notice to the Guaranteed Party which termination shall be effective only upon receipt by the Guaranteed Party of alternative means of security or credit support, as specified in the Agreement and in a form reasonably acceptable to the Guaranteed Party. Upon the effectiveness of any such expiration or termination, the Guarantor shall have no further liability under this Guaranty, except with respect to the Guaranteed Obligations arising or created prior to the time the expiration or termination is effective, which Guaranteed Obligations shall remain guaranteed pursuant to the terms of this Guaranty until finally and fully paid.

Do you want to adopt optional change #11?

yes no

(Optional Change #12) Paragraph 11:

11. Subject to Paragraph 10, this Guaranty shall remain in full force and effect until all Guaranteed Obligations have been fully and finally paid, at which point it will expire. The Guarantor may terminate this Guaranty upon thirty (30) days prior written notice to the Guaranteed Party which termination shall be effective only upon receipt by the Guaranteed Party of alternative means of security or credit support, ~~as specified if required~~ in the Agreement and in a form reasonably acceptable to the Guaranteed Party. Upon the effectiveness of any such expiration or termination, the Guarantor shall have no further liability under this Guaranty, except with respect to the Guaranteed Obligations arising or created prior to the time the expiration or termination is effective, which Guaranteed Obligations shall remain guaranteed pursuant to the terms of this Guaranty until finally and fully paid.

Do you want to adopt optional change #12?

yes no

(Optional Change #13) Paragraph 12:

12. All notices and other communications hereunder shall be made at the addresses by hand delivery, by next day delivery service effective upon receipt, or by certified mail return receipt requested (effective upon scheduled weekday delivery day) ~~or electronic means (effective upon receipt of evidence that the electronic communication was received)~~

Do you want to adopt optional change #13?

yes no

(Optional Change #14) Paragraph 13:

13. The Guarantor represents and warrants that: (a) it is duly organized and validly existing under the laws of the jurisdiction in which it was organized and has the power and authority to execute, deliver, and perform this Guaranty; (b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over the Guarantor is required on the part of the Guarantor for the execution, delivery and performance of this Guaranty except for those already made or obtained; (c) this Guaranty constitutes a valid and legally binding agreement of the Guarantor, and is enforceable against the Guarantor, ~~except as such enforceability may be limited by bankruptcy, insolvency, receivership and other similar laws affecting the rights of creditors generally, or by general principles of equity~~; and (d) the execution, delivery and performance of this Guaranty by the Guarantor have been and remain duly authorized by all necessary corporate or comparable action and do not contravene any provision of its _____ [insert appropriate corporate organizational document, such as Declaration of Trust, Limited Liability Company

Agreement, Articles of Incorporation and by-laws, Certificate of Incorporation or by-laws, constitutional documents] or any law, regulation or contractual restriction binding on it or its assets.

Do you want to adopt optional change #14?

yes no

(Optional Change #15) Paragraph 13:

13. The Guarantor represents and warrants that: (a) it is duly organized and validly existing under the laws of the jurisdiction in which it was organized and has the power and authority to execute, deliver, and perform this Guaranty; (b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over the Guarantor is required on the part of the Guarantor for the execution, delivery and performance of this Guaranty except for those already made or obtained; (c) this Guaranty constitutes a valid and legally binding agreement of the Guarantor, and is enforceable against the Guarantor, except as such enforceability may be limited by bankruptcy, insolvency, receivership and other similar laws affecting the rights of creditors generally, or by general principles of equity; and (d) the execution, delivery and performance of this Guaranty by the Guarantor have been and remain duly authorized by all necessary corporate ~~or comparable~~ action and do not contravene any provision of its _____ [insert appropriate corporate organizational document, such as Declaration of Trust, Limited Liability Company Agreement, Articles of Incorporation and by-laws, Certificate of Incorporation or by-laws, constitutional documents] or any law, regulation or contractual restriction binding on it or its assets.

Do you want to adopt optional change #15?

yes no

(Optional Change #16) Paragraph 14:

14. This Guaranty and the rights and obligations of the Seller and the Guarantor hereunder shall be construed in accordance with and governed by the laws of the State of ~~Illinois~~New York (without regard to conflict of law principles that would require the application of the substantive law of any other jurisdiction). The Guarantor and Guaranteed Party jointly and severally agree and irrevocably submit to the exclusive jurisdiction of state and federal courts located in the State of Illinois over any disputes arising or relating to this Guaranty and waive and agree not to assert as a defense any objections to venue or inconvenient forum. The Guarantor and the Guaranteed Party consent to and grant any such court jurisdiction over the person of such party and over the subject matter of such dispute and agree that summons or other legal process in connection with any such action or proceeding shall be deemed properly and effectively served when sent by certified U.S. mail, return receipt requested, to the address of the other party set forth in Paragraph 12 hereof, or in such other manner as may be permitted by law. The Guarantor and the Guaranteed Party each hereby irrevocably waives any and all rights to trial by jury with respect to any legal proceeding arising out of or relating to this Guaranty.

Do you want to adopt optional change #16?

yes no

(Optional Change #17) Paragraph 14:

14. This Guaranty and the rights and obligations of the Seller and the Guarantor hereunder shall be construed in accordance with and governed by the laws of the State of ~~Illinois~~New York (without regard to ~~conflict of law principles that would require the application of the substantive law of any other jurisdiction~~ principles of conflicts of law thereunder (other than Section 5-1401 and 5-1402 of the New York General Obligations Law)). The Guarantor and Guaranteed Party jointly and severally agree and irrevocably submit to the exclusive

jurisdiction of state and federal courts located in the State of Illinois over any disputes arising or relating to this Guaranty and waive and agree not to assert as a defense any objections to venue or inconvenient forum. The Guarantor and the Guaranteed Party consent to and grant any such court jurisdiction over the person of such party and over the subject matter of such dispute and agree that summons or other legal process in connection with any such action or proceeding shall be deemed properly and effectively served when sent by certified U.S. mail, return receipt requested, to the address of the other party set forth in Paragraph 12 hereof, or in such other manner as may be permitted by law. The Guarantor and the Guaranteed Party each hereby irrevocably waives any and all rights to trial by jury with respect to any legal proceeding arising out of or relating to this Guaranty.

Do you want to adopt optional change #17?

yes no

(Optional Change #18) Paragraph 14:

14. This Guaranty and the rights and obligations of the Seller and the Guarantor hereunder shall be construed in accordance with and governed by the laws of the State of Illinois (without regard to conflict of law principles that would require the application of the substantive law of any other jurisdiction). The Guarantor and Guaranteed Party jointly and severally agree and irrevocably submit to the exclusive jurisdiction of ~~state and~~the federal courts located in the State of Illinois over any disputes arising or relating to this Guaranty and waive and agree not to assert as a defense any objections to venue or inconvenient forum. The Guarantor and the Guaranteed Party consent to and grant any such court jurisdiction over the person of such party and over the subject matter of such dispute and agree that summons or other legal process in connection with any such action or proceeding shall be deemed properly and effectively served when sent by certified U.S. mail, return receipt requested, to the address of the other party set forth in Paragraph 12 hereof, or in such other manner as may be permitted by law. The Guarantor and the Guaranteed Party each hereby irrevocably waives any and all rights to trial by jury with respect to any legal proceeding arising out of or relating to this Guaranty.

Do you want to adopt optional change #18?

yes no

(Optional Change #19) Paragraph 14:

14. This Guaranty and the rights and obligations of the Seller and the Guarantor hereunder shall be construed in accordance with and governed by the laws of the State of Illinois (without regard to conflict of law principles that would require the application of the substantive law of any other jurisdiction). The Guarantor and Guaranteed Party jointly and severally agree and irrevocably submit to the exclusive jurisdiction of state and federal courts located in the State of Illinois over any disputes arising or relating to this Guaranty and waive and agree not to assert as a defense any objections to venue or inconvenient forum. The Guarantor and the Guaranteed Party consent to and grant any such court jurisdiction over the person of such party and over the subject matter of such dispute and agree that summons or other legal process in connection with any such action or proceeding shall be deemed properly and effectively served when sent by overnight courier, or certified U.S. mail, return receipt requested, to the address of the other party set forth in Paragraph 12 hereof, or in such other manner as may be permitted by law. The Guarantor and the Guaranteed Party each hereby irrevocably waives any and all rights to trial by jury with respect to any legal proceeding arising out of or relating to this Guaranty.

Do you want to adopt optional change #19?

yes no

(Optional Change #20) Remove Paragraph 17:

~~17. Notwithstanding anything to the contrary contained herein or in the Agreement, but excepting any express remedy set forth in the Agreement, the Guarantor shall in no event be required to pay or be liable to the Guaranteed Party for any consequential, indirect or punitive damages, opportunity costs or lost profits.~~

Do you want to adopt optional change #20?

yes no

(Optional Change #21) Remove Paragraph 18:

~~18. Nothing herein is intended to deny to the Guarantor, and it is expressly agreed that the Guarantor shall have and may assert, any and all of the defenses, set-offs, counterclaims and other rights which Seller is or may be entitled arising from or out of the Agreement or otherwise, except for defenses arising out of the bankruptcy, insolvency, dissolution or liquidation of Seller.~~

Do you want to adopt optional change #21?

yes no

(Optional Change #22) Add Paragraph 19:

19. If the Guarantor is a trust: no trustee of the Guarantor shall be held to any liability whatsoever for any obligation under this Guaranty, and this Guaranty shall not be enforceable against any such trustee in their or its, his or her individual capacities or capacity; and this Guaranty shall be enforceable against the trustees of the Guarantor only as such, and every person, firm, association, trust or corporation having any claim or demand arising under this Guaranty and relating to the Guarantor or any trustee of the Guarantor shall look solely to the trust estate of the Guarantor for the payment or satisfaction thereof.

Do you want to adopt optional change #22?

yes no

5. Bids

First Item: Indicative Quantity

THE BIDDER MUST PROVIDE AN INDICATIVE QUANTITY OF RECS FOR THE PROJECT THAT REPRESENTS WHAT THE BIDDER INTENDS TO OFFER AS THE FULL QUANTITY. This indicative quantity of RECs is specified as an annual quantity of RECs. The indicative quantity is not binding: you may place Bids on the Bid Date that specifies a full quantity that is different from the indicative quantity submitted below. The indicative quantity may not exceed the “Maximum Bid Size”, which is the product of: (i) the project size in MW (AC rating), (ii) a capacity factor of 45%, and (iii) 8,760 hours.

Indicative Quantity (annual quantity of RECs)

Second Item: Bid Form

IMPORTANT! A Bidder submits its Bids electronically. The Procurement Administrator provides electronically to each Bidder that qualified a Project pursuant to a successful Part 1 Proposal the information required for the submission of Bids, including a username, password, and security code. This information is unique to each Bidder and allows the Procurement Administrator to authenticate the Bids received. The Procurement Administrator also provides a Bid Form guide for completion of the Bid Form, for the optional encryption of the Bid Form, for submission of the completed Bid Form to the Procurement Administrator via a secure bid transfer site, as well as instructions for submission of Bids in case of technical difficulties with the secure bid transfer site.

THE BIDDER MUST EITHER CONFIRM THAT ALL SUCH INFORMATION AND DOCUMENTS WERE RECEIVED OR THE BIDDER MUST REQUEST THAT SUCH INFORMATION AND DOCUMENTS BE RE-ISSUED.

PLEASE PROVIDE THIS CONFIRMATION BELOW.

I confirm receipt of the Bid Form, instructions, and confidential information for the submission of Bids.

OR

I request that such information and documents be re-issued.

REMINDER: BID FORMS MUST BE RECEIVED BETWEEN 10 AM AND 12 PM (NOON) ON THE BID DATE.

6. Justification of Omissions

IF YOU ARE UNABLE TO PROVIDE ANY OF THE DOCUMENTS OR INFORMATION REQUIRED IN THE PART 2 PROPOSAL, PLEASE JUSTIFY FULLY ANY OMISSIONS IN THE SPACE PROVIDED BELOW. IF YOU WANT TO PROVIDE ADDITIONAL INFORMATION, PLEASE DO SO BELOW.

IF YOU WANT TO PROVIDE ADDITIONAL DOCUMENTS PLEASE PROVIDE THESE BY EMAIL OR BY UPLOAD TO THE APPLICATION WEBSITE (BELOW).