

**ILLINOIS POWER AGENCY**  
**SPRING 2022**  
**COAL TO SOLAR AND ENERGY STORAGE**  
**INITIATIVE PROCUREMENT**  
**ILLUSTRATIVE PROPOSAL FORM**

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Public Act 102-0662 (the “Climate and Equitable Jobs Act”) was signed into law and became effective on September 15, 2021. The Illinois Power Agency Act (the “Act” or “IPA Act”), as amended by Public Act 102-0662, establishes two (2) procurement events for the delivery of up to 625,000 renewable energy credits annually from new utility-scale solar projects to Ameren Illinois Company (“AIC”) and Commonwealth Edison Company (“ComEd”). Each of AIC and ComEd is referred to as a “Company”. RECs procured under this Coal to Solar and Energy Storage Initiative Procurement (“C2S Procurement”) represent all the environmental attributes corresponding to one megawatt-hour of energy generated from renewable energy resources and are not indexed RECs, as this term is defined in the Act.

The Proposal for a Project consists of the completed online Proposal Form, the submission of financial guarantees called “Proposal Assurance Collateral”, as well as the submission of all documents required by the online Proposal Form. Before completing the Proposal Form for the C2S Procurement, please review the Procurement Rules and the Renewable Energy Credit Agreement (“REC Contract”) so that you understand the conditions under which the C2S Procurement will be conducted. These documents are available on the procurement website, [www.ipa-energyrfp.com](http://www.ipa-energyrfp.com).

The submission of a Proposal to the Procurement Administrator constitutes the Proponent’s and the Seller’s acknowledgement and acceptance of all the terms and conditions of the Procurement Rules, regardless of the outcome of a procurement event held under the C2S Procurement or the outcome of such Proposal.

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***Any information that you provide in this 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 (“Commission”). Any information provided to AIC or ComEd will also be provided to the Procurement Monitor.***

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## INSTRUCTIONS FOR PROPOSAL

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### 1. Instructions

Proponents use the online Proposal Form and upload required documents to respond to the qualification standards of the Procurement Rules. Proponents request an account to access the application website from the Procurement Administrator via email ([Illinois-RFP@nera.com](mailto:Illinois-RFP@nera.com)) or by submitting the [Qualification Registration Form](#) under the Contact Us page of the procurement website.

Each Proponent can submit at most one Proposal for a Project. A Proponent can submit Proposals for multiple Projects at one or at multiple Coal Facilities. A different online Proposal form must be presented for each such Project.

**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. Proposal Submission

Proponents must:

- Complete the online Proposal Form in its entirety;
- Submit any documents, including Inserts, required to support the Proposal Form by email to [Illinois-RFP@nera.com](mailto:Illinois-RFP@nera.com) or by upload to the application website; and
- Submit proposal assurance collateral to each Company in the form of a Proposal Letter of Credit or cash.

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

*The online Proposal Form must be submitted no later than 12 PM (noon) CPT on April 13, 2022 (the Proposal Due Date).*

**Some of the documents required to support the online Proposal Form are “Inserts”. Each of these Inserts will be available as a separate form on the procurement website or from the Procurement Administrator.** A Proponent 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, such insert may be:

- Printed, signed, scanned, and uploaded to the online Proposal Form;
- or
- Submitted with a digital signature and a document or information verifying the identity of the signatory. Electronic signatures (e.g., a picture of a signature by opposition to a digital signature entered through software such as that offered by DocuSign) are not acceptable.

**For illustrative purposes, the Inserts are shown throughout this Proposal Form in green boxes.** The format and exact content of the Inserts may differ from the illustrative Inserts provided through this Proposal 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](http://www.ipa-energyrfp.com).

**II. Proposal Processing**

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

ILLUSTRATIVE

## PROPOSAL FORM

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### 2. Information Regarding the Coal Facility and the Site

INFORMATION REQUIRED IN THIS SECTION RELATES TO THE COAL FACILITY AND THE SITE OF THE COAL FACILITY ON WHICH OR ADJACENT TO WHICH PROJECTS ARE INSTALLED. **TO THE EXTENT THAT A PROPONENT SUBMITS PROPOSALS FOR MORE THAN ONE PROJECT ON THE SITE OF A GIVEN COAL FACILITY, THE PROPONENT IS REQUIRED TO SUBMIT THE INFORMATION REQUIRED BY THIS SECTION ONLY ONCE, WITH THE FIRST PROJECT FOR WHICH A PROPOSAL IS SUBMITTED. ANY PROPOSAL FOR A PROJECT SUBMITTED WITHOUT A RESPONSE TO THE INFORMATION REQUIRED BY THIS SECTION WILL NOT BE EVALUATED.**

THE PROPONENT MUST CONFIRM THAT THE INFORMATION REQUIRED BY SECTION 2 FOR THE COAL FACILITY AND THE SITE IS INCLUDED IN THIS PROPOSAL SUBMISSION **OR** HAS BEEN PROVIDED IN A PREVIOUSLY SUBMITTED PROPOSAL.

PLEASE PROVIDE **ONE** OF THESE CONFIRMATIONS BELOW.

I confirm that the information required by Section 2 for the Coal Facility and the Site is included in this Proposal submission.

I confirm that the information required by Section 2 for the Coal Facility and the Site has been provided in a previously submitted Proposal.

#### *First Item: Coal Facility*

A Coal Facility is an electric generating facility in Illinois that burns or burned coal as the primary fuel source as of January 1, 2016 and has, or had prior to retirement, an electric generating facility of at least 150 MW. Only Projects that are installed at or adjacent to the site of a Coal Facility are eligible to participate in this C2S Procurement. The Coal Facility must be located in the state of Illinois and, in the first procurement event, and for the first procurement event only, must also be located south of federal Interstate Highway 80.

**THE PROPONENT MUST IDENTIFY THE COAL FACILITY ON THE SITE OF WHICH, OR ADJACENT TO WHICH, THE PROJECT WILL BE INSTALLED AND MUST PROVIDE THE FOLLOWING INFORMATION AND DOCUMENTS.**

*Name of the Coal Facility*

*Street Address*

*City*

*State*

*Zip Code*

**THE PROPONENT MUST PROVIDE A MAP OF THE PROJECT THAT DOCUMENTS THE LOCATION OF THE COAL FACILITY AS BEING SOUTH OF FEDERAL INTERSTATE HIGHWAY 80.**



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**THE PROPONENT MUST PROVIDE DOCUMENTATION THAT ESTABLISHES THAT THE COAL FACILITY BURNED COAL AS ITS PRIMARY FUEL AS OF JANUARY 1, 2016.** Documentation may be from a public source or from the Independent System Operator to which the facility is interconnected. The Procurement Administrator may require additional information depending on the documentation provided.



**THE PROPONENT MUST PROVIDE THE STATUS OF THE COAL FACILITY.**

***Is the Coal Facility currently:***

Operating       Retired as of  *[Insert Date at which the Coal Facility was retired]*

**THE PROPONENT MUST PROVIDE THE FOLLOWING ADDITIONAL INFORMATION FOR THE COAL FACILITY.**

*Is, or was prior to retirement, the Coal Facility interconnected to PJM Interconnection, LLC ("PJM") or to Midcontinent Independent System Operator, Inc ("MISO")?*

PJM       MISO

*Electric generating capacity of the Coal Facility (rounded to the nearest MW) currently or at the time of retirement*

**Second Item: Owner of Coal Facility**

The Owner is the entity that owns the Coal Facility. **PLEASE PROVIDE THE FOLLOWING INFORMATION AND DOCUMENTS REGARDING THE OWNER.**

*Legal Name of Owner*

*Street Address*

*City*

*State*

*Zip Code*

The Coal Facility must have at one time been owned, in whole or in part, by a public utility as defined in Section 3-105 of the Public Utilities Act. **PLEASE PROVIDE THE NAME OF THE PUBLIC UTILITY THAT AT ONE TIME OWNED, IN WHOLE OR IN PART, THE COAL FACILITY**

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**PLEASE UPLOAD DOCUMENTATION TO DEMONSTRATE THE PUBLIC UTILITY NAMED ABOVE OWNED THE COAL FACILITY IN WHOLE OR IN PART AT ONE TIME OR SUBMIT SUCH DOCUMENTATION BY EMAIL TO THE PROCUREMENT ADMINISTRATOR.** For example, documentation of the transfer of ownership from the public utility to the Owner may be provided.



**THE PROPONENT MUST PROVIDE THE FOLLOWING INFORMATION FOR A REPRESENTATIVE OF THE OWNER.**

*Given Name(s) of Representative of Owner*

*Last Name*

*Title*

*Street Address*

*City*

*State*

*Zip Code*

*Business Telephone No.*

*Mobile Telephone No.*

*Email Address*

**THE REPRESENTATIVE OF THE OWNER MAKES CERTIFICATIONS REQUIRED BY THE PROCUREMENT RULES BY FULLY COMPLETING THE OWNER INSERT PREPARED FOR THIS PURPOSE. THE PROPONENT PROVIDES THE OWNER INSERT BY EMAIL OR BY UPLOAD TO THE APPLICATION WEBSITE. THE OWNER INSERT IS AVAILABLE ON THE PROCUREMENT WEBSITE. The Owner Insert is also labelled INSERT #S-A.**

\_\_\_\_\_  
*Name of Owner*

This Insert may be:

- *Printed, signed, scanned, and uploaded to the online Proposal Form;*  
*or*
- *Submitted with a digital signature and a document or information verifying the identity of the signatory.*

Electronic signatures (e.g., a picture of a signature by opposition to a digital signature entered through software such as that offered by DocuSign) are not acceptable.

**OWNER INSERT (#S-A)**

I, \_\_\_\_\_ [enter the name of the representative of the Owner], certify that:

- (i) the Owner is not an electric cooperative as defined in Section 3-119 of the Public Utilities Act;

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- (ii) the Owner is not an entity described in subsection (b)(1) of Section 3-105 of the Public Utilities Act; and
- (iii) the Owner is not an association or consortium of or an entity owned by entities described in (i) or (ii).

\_\_\_\_\_  
Signature of the representative of the Owner

\_\_\_\_\_  
Date

**Third Item: Site of Coal Facility**

The “Site” of the Coal Facility consists of the largest parcel of contiguous land owned or controlled by the Owner and within which the Coal Facility is located. **ONLY PROJECTS THAT ARE INSTALLED AT OR ADJACENT TO THE SITE OF A COAL FACILITY ARE ELIGIBLE TO PARTICIPATE IN THIS C2S PROCUREMENT.**

**THE PROPONENT MUST PROVIDE A MAP OF THE SITE BY UPLOAD BELOW OR BY EMAIL TO THE PROCUREMENT ADMINISTRATOR:**



**PLEASE PROVIDE A FULL DESCRIPTION OF THE SITE IN THE FIELD BELOW:**

**THE PROPONENT MUST PROVIDE DOCUMENTATION TO DEMONSTRATE THAT THE OWNER OWNS OR CONTROLS THE SITE BY UPLOAD BELOW OR BY EMAIL TO THE PROCUREMENT ADMINISTRATOR.** For example, records that the Owner pays property taxes for the Site may be provided.



The Procurement Administrator may request additional information regarding this item and the Proponent will then be required to respond to any such request for additional information.

**Fourth Item: Proponent**

The Proponent is the entity submitting the Proposal. The entity anticipated to be the signatory of the REC Contract and to deliver RECs from a Project under the term of the REC Contract is the Seller. The Proponent, the Owner, and the Seller may be the same entity or may be affiliated entities. A “Representative” is an

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individual authorized to act on behalf of the Proponent and on behalf of the Seller. The Representatives are responsible for the submission of the Proposals for all Projects at the Site. The Procurement Administrator sends all correspondence related to all the Projects at the Site to the Representatives.

**PLEASE PROVIDE THE FOLLOWING INFORMATION AND DOCUMENTS REGARDING THE PROPONENT.**

*Legal Name of Proponent*

*Street Address*

*City*

*State*

*Zip Code*

*Corporate relationship between Proponent and Owner*

**IF THE PROPONENT AND OWNER ARE DIFFERENT ENTITIES, THE PROPONENT MUST PROVIDE A CLEAR STATEMENT OF HOW THE PROPONENT AND OWNER ARE AFFILIATED IN THE FIELD BELOW, INCLUDING A CHART OF THE OWNERSHIP STRUCTURE BY UPLOAD BELOW IF AVAILABLE, OR BY EMAIL TO THE PROCUREMENT ADMINISTRATOR.**



**THE PROPONENT MUST IDENTIFY AT LEAST ONE (1) REPRESENTATIVE BY COMPLETING THE CONTACT INFORMATION FOR THE REPRESENTATIVE IN THE FIELDS BELOW.**

*Given Name(s) of Representative*

*Last Name of Representative*

*Title*

*Street Address*

*City*

*State*

*Zip Code*

*Business Telephone No.*

*Mobile Telephone No.*

*Email Address*



IF THE PROPONENT WISHES TO NAME ADDITIONAL REPRESENTATIVES TO BE COPIED ON ALL COMMUNICATIONS FROM THE PROCUREMENT ADMINISTRATOR RELATED TO ALL PROJECTS AT THE SITE DESCRIBED ABOVE, PLEASE FULLY COMPLETE THE 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 #S-B.

\_\_\_\_\_  
*Name of Proponent*

**REPRESENTATIVE INSERT (#S-B)**

The Proponent may name up to three (3) Representatives, **in addition to** the Representative whose contact information is provided directly in the online Proposal Form, by providing the information requested below.

Contact Information for Representative

*Given Name(s)*

*Last Name*

*Title*

*Street Address*

*City*

*State*

*Zip Code*

*Business Telephone No.*

*Mobile Telephone No.*

*Email Address*

Contact Information for Representative

*Given Name(s)*

*Last Name*

*Title*

*Street Address*

*City*

*State*

*Zip Code*

*Business Telephone No.*

*Mobile Telephone No.*

*Email Address*

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<b>Contact Information for Representative</b>		
<i>Given Name(s)</i>	<i>Last Name</i>	
<input type="text"/>	<input type="text"/>	
<i>Title</i>		
<input type="text"/>		
<i>Street Address</i>		
<input type="text"/>		
<input type="text"/>		
<i>City</i>	<i>State</i>	<i>Zip Code</i>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<i>Business Telephone No.</i>	<i>Mobile Telephone No.</i>	<i>Email Address</i>
<input type="text"/>	<input type="text"/>	<input type="text"/>

*Fifth Item: Projects and Energy Storage Facilities at the Site*

**THE PROPONENT MUST IDENTIFY ALL PROJECTS AND ENERGY STORAGE FACILITIES (“STORAGE FACILITIES”) LOCATED AT OR ADJACENT TO THE SITE AND FOR WHICH THE PROPONENT IS SUBMITTING PROPOSALS UNDER THIS C2S PROCUREMENT. THE PROPONENT MUST IDENTIFY EACH PROJECT THAT IS INSTALLED ENTIRELY OR PARTIALLY ON A PARCEL ADJACENT TO THE SITE AS AN “ADJACENT PROJECT”.**

To the extent that the area of the Site in acres is less than four (4) times the combined size (in MW, AC rating, rounded to two decimals) of all Projects on the Site, the Proponent must identify adjacent parcels of land used for the development of one or more Projects and must identify each such Project as an “Adjacent Project”. The area in acres of the Site and adjacent parcels (if any) must be at least four (4) times the combined size (in MW, AC rating, rounded to two decimals) of all Projects.

**PLEASE PROVIDE IN THE FIELD BELOW THE NAME AND SIZE OF ALL PROJECTS (IN MW, AC RATING, ROUNDED TO TWO DECIMALS) THAT THE PROPONENT PROPOSES TO INSTALL AND OPERATE AT OR ADJACENT TO THE SITE.**

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**PLEASE PROVIDE IN THE FIELD BELOW THE NAME AND SIZE OF ALL STORAGE FACILITIES (IN MW, DC RATING, ROUNDED TO TWO DECIMALS) THAT THE PROPONENT PROPOSES TO INSTALL AND OPERATE AT OR ADJACENT TO THE SITE. THERE MUST BE AT LEAST ONE SUCH STORAGE FACILITY.**

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**THE PROPONENT MUST PROVIDE A MAP SHOWING THE LOCATION OF ALL PROJECTS AND STORAGE FACILITIES, LABELLED SO THAT THE PROCUREMENT ADMINISTRATOR CAN LOCATE ANY ONE PROJECT OR STORAGE FACILITY FROM THE MAP, BY UPLOAD BELOW OR BY EMAIL TO THE PROCUREMENT ADMINISTRATOR.** To the extent that Projects and Storage Facilities are located on or use land parcels adjacent to the Site, the map must clearly identify the Site and must also clearly identify any such adjacent parcels.



**THE PROPONENT MUST PROVIDE THE AREA OF THE SITE (IN ACRES ROUNDED TO THE NEAREST ACRE) AND THE AREA OF ANY ADJACENT PARCEL INCLUDED IN THE MAP (IN ACRES ROUNDED TO THE NEAREST ACRE).**

*Area of the Site (rounded to the nearest acre)*

*Area of any adjacent parcel included in the map (rounded to the nearest acre)*

**THE PROPONENT MUST PROVIDE THE NAME OF ANY ADJACENT PROJECT, NAMELY: (I) A PROJECT INSTALLED ENTIRELY OR PARTLY ON A PARCEL ADJACENT TO THE SITE; OR (II) A PROJECT DESIGNATED AS SUCH BY THE PROPONENT IN THE CASE WHERE THE TOTAL AREA OF THE SITE IN ACRES IS LESS THAN THE COMBINED SIZE (IN MW, AC RATING, ROUNDED TO TWO DECIMALS) OF ALL PROJECTS.**

*Name(s) of all Adjacent Project(s)*

### 3. Information Regarding the Project and the Seller

**INFORMATION REQUIRED IN THIS SECTION IS SPECIFIC TO A PARTICULAR PROJECT. INFORMATION IN THIS SECTION WILL BE EVALUATED ONLY WHEN A PROPONENT SUBMITS CONCURRENTLY THE INFORMATION REQUIRED BY THE PRIOR SECTION REGARDING THE COAL FACILITY AND THE SITE OR WHEN THE INFORMATION REQUIRED BY THE PRIOR SECTION HAS ALREADY BEEN SUBMITTED WITH THE PROPOSAL FOR ANOTHER PROJECT.**

*First Item: Name and Location of Project*

**THE PROPONENT MUST PROVIDE THE NAME FOR THE PROJECT.**

*Name of the Project*

**THE PROPONENT MUST PROVIDE A COMPLETE ADDRESS FOR THE PROJECT.**

*Project Street Address*

*City*

*State*

*Zip Code*

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**THE PROPONENT MUST PROVIDE THE NAME FOR THE STORAGE FACILITY.**

*Name of the Storage Facility*

**THE PROPONENT MUST CONFIRM THE NAME OF THE COAL FACILITY AT WHICH OR ADJACENT TO WHICH THE PROJECT IS LOCATED.**

*Name of the Coal Facility at which or adjacent to which the Project is located*

Second Item: Seller

The Seller is the entity that signs the REC Contract to sell RECs from the Project if the Project is selected through the C2S Procurement and approved by the Commission. **THE SELLER MUST BE AN ENTITY THAT HAS BEEN FORMED AS OF THE PROPOSAL DUE DATE. PLEASE PROVIDE THE FOLLOWING INFORMATION REGARDING THE SELLER AND THE SELLER'S ULTIMATE PARENT, IF ANY.**

**PLEASE PROVIDE THE CONTACT INFORMATION FOR THE SELLER BELOW.**

*Legal Name of Seller*

*Street Address*

*City*

*State*

*Zip Code*

*Date at which the Seller was formed*

**IF THE PROPONENT AND SELLER ARE DIFFERENT ENTITIES, THE PROPONENT MUST PROVIDE A CLEAR STATEMENT OF HOW THE PROPONENT AND SELLER ARE AFFILIATED IN THE FIELD BELOW, INCLUDING A CHART OF THE OWNERSHIP STRUCTURE BY UPLOAD BELOW IF AVAILABLE, OR BY EMAIL TO THE PROCUREMENT ADMINISTRATOR.**



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**IF THE SELLER DOES NOT HAVE AN ULTIMATE PARENT, PLEASE ENTER N/A BELOW AND PLEASE LEAVE THE REMAINDER OF THIS SECTION BLANK. IF THE SELLER HAS AN ULTIMATE PARENT, PLEASE PROVIDE ALL INFORMATION BELOW.**

*Legal Name of Seller's Ultimate Parent, if any. Enter "N/A" if this item does not apply to the Seller.*

**PLEASE PROVIDE THE CONTACT INFORMATION FOR A REPRESENTATIVE OF THE SELLER'S ULTIMATE PARENT BELOW.**

*Given Name(s) of Representative of Seller's Ultimate Parent*

*Last Name*

*Title*

**IF THE CONTACT INFORMATION HAS ALREADY BEEN PROVIDED FOR THIS INDIVIDUAL, PLEASE CHECK HERE AND PROCEED TO THE NEXT ITEM.**

**OTHERWISE, PLEASE PROVIDE THE FOLLOWING INFORMATION FOR THE REPRESENTATIVE OF THE SELLER'S ULTIMATE PARENT.**

*Street Address*

*City*

*State*

*Zip Code*

*Business Telephone No.*

*Mobile Telephone No.*

*Email Address*

**Third Item: Officer of the Seller**

The Officer of the Seller must be an officer, a director, or an individual otherwise empowered to undertake contracts and bind the Seller. **THE OFFICER OF THE SELLER WHOSE CONTACT INFORMATION IS PROVIDED BELOW MUST MAKE ALL REPRESENTATIONS REQUIRED OF THE SELLER.**

It is expected that, if the Project is selected through the C2S Procurement and approved by the Commission, the Officer of the Seller named in the Proposal would sign the applicable supplier contracts. Should the Officer of the Seller not be available to sign for this purpose, the Seller must advise each Company of this fact, provide contact information for another individual to sign the applicable supplier contracts, and confirm that this substitute signatory is empowered to undertake contracts and bind the Seller.

**PLEASE PROVIDE THE CONTACT INFORMATION FOR THE OFFICER OF THE SELLER BELOW.**

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*Given Name(s) of the Officer of the Seller*

*Last Name*

*Title*

*Street Address*

*City*

*State*

*Zip Code*

*Business Telephone No.*

*Mobile Telephone No.*

*Email Address*

*Fourth Item: Project Size and Stage of Development*

**IN THE FIRST PROCUREMENT EVENT, THE SIZE OF PROJECT MUST BE AT LEAST 20 MW BUT NOT MORE THAN 100 MW. IN THE SECOND PROCUREMENT EVENT, THE SIZE OF PROJECT MUST BE AT LEAST 5 MW BUT NOT MORE THAN 20 MW.**

**THE PROPONENT MUST PROVIDE THE SIZE OF THE PROJECT IN MW (AC RATING) ROUNDED TO TWO (2) DECIMALS.**

*Size of the Project in MW (AC rating)*

**THE PROPONENT MUST DESCRIBE THE STAGE OF THE DEVELOPMENT OF THE PROJECT IN THE FIELD BELOW.** Please provide the Regional Transmission Organization (i.e., PJM or MISO) to which the Seller has applied or will apply for interconnection; and if an application for interconnection has been made, indicate the specific milestones toward interconnection that have been met at this time. If an application for interconnection has not yet been made, provide other milestones in the development of the Project that have been reached to date.

**THE PROPONENT MUST PROVIDE THE EXPECTED COMMERCIAL OPERATION DATE FOR THE PROJECT, WHICH MUST BE ENTIRELY CONSISTENT WITH THE TERMS OF THE REC CONTRACT. IN PARTICULAR, THE EXPECTED COMMERCIAL OPERATION DATE CANNOT BE BEFORE JUNE 1, 2023.**

*Expected Commercial Operation Date*

*Fifth Item: Annual Quantity of RECs*

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The “Maximum Quantity” for a Project is the product of: (i) the Project size in MW (AC rating), (ii) a standard capacity factor of 30%, and (iii) 8,760 hours, rounded up to the nearest whole REC. It represents the annual quantity of RECs that could be delivered by a Project with a 30% capacity factor prior to any degradation. The “Full Quantity” is an annual quantity of RECs that a Seller offers to deliver from the Project across both Companies of the REC Contract prior to any degradation. The “Minimum Quantity” is a potentially lesser annual quantity that a Seller is willing to accept to deliver under the terms of the REC Contract across both Companies prior to any degradation in the case that selection of the Full Quantity for the Project would cause the Target to be exceeded. The Full Quantity and the Minimum Quantity are rounded to the nearest whole REC.

**THE PROPONENT MUST PROVIDE THE FULL QUANTITY OF RECs, ROUNDED TO THE NEAREST WHOLE REC.**

*Full Quantity*

**IF THE FULL QUANTITY EXCEEDS THE MAXIMUM QUANTITY, THE PROPONENT MUST PROVIDE (I) AN ESTIMATE OF ENERGY PRODUCTION FOR THE PROJECT AND (II) ANY RELEVANT DESIGN SPECIFICATIONS THAT SUPPORT A CAPACITY FACTOR GREATER THAN 30% IN THE SPACE PROVIDED BELOW OR BY EMAIL TO THE PROCUREMENT ADMINISTRATOR.**



**THE PROPONENT MUST PROVIDE THE MINIMUM QUANTITY OF RECs, ROUNDED TO THE NEAREST WHOLE REC.**

*Minimum Quantity*

The Minimum Quantity may equal, but cannot exceed, the Full Quantity. If the Proponent is submitting information for more than one Project, the sum of the Minimum Quantities across all Projects cannot exceed the Target for the procurement event.

Sixth Item: Adjacent Project

**IF THE PROPONENT HAS NOT IDENTIFIED THE PROJECT AS AN ADJACENT PROJECT, THE PROPONENT IS NOT REQUIRED TO PROVIDE INFORMATION OR DOCUMENTS UNDER THIS ITEM. IF THE PROPONENT HAS IDENTIFIED THE PROJECT AS AN ADJACENT PROJECT, THEN THE PROPONENT MUST PROVIDE EVIDENCE OF CONTROL OVER THE ADJACENT PARCELS THAT ARE INCLUDED IN THE PROJECT SITE BY THE SELLER OR AN AFFILIATE OF THE SELLER.**

Such document must be one of the following:

- (i) ownership document; or

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- (ii) an executed lease agreement or easement; or
- (iii) an executed option with a unilateral right to lease or purchase; or
- (iv) a memorandum of understanding regarding a lease, easement, exclusive option, or sale; or
- (v) other document demonstrating a right by the Seller or affiliate of the Seller to develop the Project on the adjacent parcels.

**ANY SUCH DOCUMENT MUST BE VALID THROUGH A DATE NO EARLIER THAN MAY 4, 2022, WHICH IS THE DATE AT WHICH THE REC CONTRACTS ARE EXPECTED TO BE EXECUTED.**

**PLEASE UPLOAD DOCUMENTATION PROVIDING EVIDENCE OF CONTROL OVER THE ADJACENT PARCELS THAT ARE INCLUDED IN THE PROJECT SITE BY THE SELLER OR AN AFFILIATE OF THE SELLER OR SUBMIT SUCH DOCUMENTATION BY EMAIL TO THE PROCUREMENT ADMINISTRATOR:**



Seventh Item: Storage Facility

**IN THE FIRST PROCUREMENT EVENT, THE SIZE OF THE STORAGE FACILITY MUST BE AT LEAST 2 MW BUT NOT MORE THAN 10 MW. IN THE SECOND PROCUREMENT EVENT, THE SIZE OF STORAGE FACILITY MUST BE AT LEAST 0.5 MW BUT NOT MORE THAN 1 MW.**

**THE PROPONENT MUST PROVIDE THE FOLLOWING INFORMATION REGARDING THE STORAGE FACILITY.**

*Name of the Storage Facility*

*Storage Capacity of the Storage Facility in MW (DC rating), rounded to two decimals*

**THE PROPONENT MUST DESCRIBE THE STAGE OF PLANNING OR THE DEVELOPMENT OF THE STORAGE FACILITY IN THE FIELD BELOW.** Please describe steps completed to date in planning and developing the Storage Facility consistent with the commercial date of operation for the Project.

The map of the Site of the Coal Facility provided in Section 1 must clearly indicate the location of the named Storage Facility.

Eighth Item: Information Necessary to Prepare the REC Contract



ALL INFORMATION NECESSARY FOR THE PREPARATION OF THE REC CONTRACT BY EACH COMPANY MUST BE PROVIDED IN THE PROPOSAL. IF THE PROJECT IS SELECTED AND 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 PROVIDE ALL INFORMATION REQUIRED BY BOTH COMPANIES. THE PROPONENT MUST PROVIDE FINANCIAL INFORMATION RELATED TO THE SELLER AND GUARANTOR, IF ANY. THE PROPONENT MUST ALSO PROVIDE A SITE DESCRIPTION FOR THE PROJECT AND STORAGE FACILITY THAT WILL BECOME AN INTEGRAL PART OF EXHIBIT A TO THE REC CONTRACT.

PLEASE PROVIDE ALL CONTACT AND OTHER ADDITIONAL INFORMATION REQUIRED BY THE COMPANY TO PREPARE THE REC CONTRACT BY FULLY COMPLETING THE CONTRACT INSERT. THE CONTRACT INSERT MAY BE PROVIDED BY EMAIL OR BY UPLOAD TO THE APPLICATION WEBSITE. THE CONTRACT INSERT IS AVAILABLE ON THE PROCUREMENT WEBSITE. The Contract Insert is also labelled INSERT #P-1.

\_\_\_\_\_  
*Name of Proponent*

\_\_\_\_\_  
*Name of Seller*

### **CONTRACT INSERT (#P-1)**

#### First Item: Credit Ratings for Seller

PLEASE PROVIDE ALL AVAILABLE RATINGS FROM S&P GLOBAL RATINGS (“S&P”), MOODY’S INVESTORS SERVICE (“MOODY’S”), AND FITCH RATINGS (“FITCH”) FOR THE SELLER AND SPECIFY THE TYPE OF RATING. If the rating is unavailable, please enter “N/A” in the corresponding fields.

1. If the Seller is rated by S&P, please provide:

*The Seller’s rating:*

*The type of rating:*  Senior unsecured debt rating  
 Corporate Issuer Rating

2. If the Seller is rated by Moody’s, please provide:

*The Seller’s rating:*

*The type of rating:*  Senior unsecured debt rating  
 Corporate Issuer Rating

3. If the Seller is rated by Fitch, please provide:

*The Seller’s rating:*

*The type of rating:*  Senior unsecured debt rating  
 Corporate Issuer Rating

#### Second Item: Elections and Information Needed to Prepare the REC Contract

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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*

*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 REC Contract:

Given Name(s)

Last Name

Title

Third Item: Guarantor

Is the Seller naming a Guarantor as this term is defined in the REC Contract?

Yes

No

**IF NO, THE CONTRACT INSERT IS COMPLETE.**

**IF YES, PLEASE FULLY COMPLETE BOTH THE FOURTH AND FIFTH ITEMS BELOW:**

Fourth Item: Name and Credit Ratings for Guarantor

Please provide the name of the Guarantor on whose financial standing the Seller is expecting to rely.

**PLEASE PROVIDE ALL AVAILABLE RATINGS FROM S&P GLOBAL RATINGS (“S&P”), MOODY’S INVESTORS SERVICE (“MOODY’S”), AND FITCH RATINGS (“FITCH”) FOR THE GUARANTOR AND SPECIFY THE TYPE OF RATING.** If the rating is unavailable, please enter “N/A” in the corresponding fields.

1. If the Guarantor is rated by S&P, please provide:

The Guarantor’s rating:

The type of rating:  Senior unsecured debt rating  
 Corporate Issuer Rating

2. If the Guarantor is rated by Moody’s, please provide:

The Guarantor’s rating:

The type of rating:  Senior unsecured debt rating  
 Corporate Issuer Rating

3. If the Guarantor is rated by Fitch, please provide:

The Guarantor’s rating:

The type of rating:  Senior unsecured debt rating  
 Corporate Issuer Rating

Fifth Item: Elections and Information Needed for ComEd to Prepare the Form of Guaranty

- (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 Proposal 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

Telephone Number

With a Copy to (optional):

ATTN:

Street Address

City

State

Zip Code

Telephone Number

- (d) If the Guarantor is not domiciled in the U.S., the address for its U.S.-based agent for service of process:

ATTN:

Street Address

City

State

Zip Code

Telephone Number

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

Given Name(s)

Last Name

Title

- (f) 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 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.

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

Yes  No

**If yes**, the Contract Insert 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~~No~~ 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~~either 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, ~~t~~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

**THE PROPONENT MUST SUBMIT A MAP OF THE PROJECT SITE THAT PRECISELY INDICATES THE LOCATION OF THE PROJECT AND THE STORAGE FACILITY BY UPLOAD BELOW OR BY EMAIL TO THE PROCUREMENT ADMINISTRATOR.**



This map will be an exhibit to the REC Contract.

#### **4. Representations**

First Item: Representations Regarding the Proposal

**THE OFFICER OF THE SELLER MUST MAKE CERTAIN REPRESENTATIONS REGARDING THE PROPOSAL.**

**THE SELLER, AND REPRESENTATIVE OF THE SELLER'S ULTIMATE PARENT IF APPLICABLE, MAKES THESE CERTIFICATIONS BY USING THE PROPOSAL CERTIFICATIONS INSERT PREPARED FOR THIS PURPOSE. THE**

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**PROPONENT PROVIDES THE COMPLETED INSERT BY EMAIL OR BY UPLOAD TO THE APPLICATION WEBSITE.**  
The Proposal Certifications Insert is also labelled INSERT #P-2.

If the Proponent or Seller knows that specific information in the Proposal may change prior to the Commission, these facts must be disclosed to the Procurement Administrator.

\_\_\_\_\_  
*Name of Seller*

\_\_\_\_\_  
*Name of Project*

This Insert may be:

- *Printed, signed, scanned, and uploaded to the online Proposal Form;*  
*or*
- *Submitted with a digital signature and a document or information verifying the identity of the signatory.*

Electronic signatures (e.g., a picture of a signature by opposition to a digital signature entered through software such as that offered by DocuSign) are not acceptable.

**PROPOSAL CERTIFICATIONS INSERT (#P-2)**

I, \_\_\_\_\_ [enter the name of the Officer of the Seller], certify that:

- (a) all information with respect to the Project and the Proposal is true, up-to-date, and accurate to the best of my knowledge and belief;
- (b) all information with respect to the Project and the Proposal (except for information publicly available as of the start of the Proposal Window), as well as all communications with the Procurement Administrator prior to the Commission decision on the procurement event results, will be held in confidence by personnel of each Entity involved in the Proposal. The Procurement Administrator can disqualify a Proposal if a Proponent is found to be acting in concert with another Proponent; and
- (c) the Proposal will remain in full force and effect until twenty (20) days after the Proposal Due Date. If, for any reason and due to any circumstance, any information provided in the Proposal changes or any previous certification fails to remain valid before that date, the Proponent or Seller will notify the Procurement Administrator of such change as soon as practicable. Failing to do so may result in disqualification of the Project.

\_\_\_\_\_  
Signature of Officer of the Seller

\_\_\_\_\_  
Date

If the Seller has an ultimate parent, the representative of the Seller's ultimate parent must make the representation provided in (a) above.

I, \_\_\_\_\_ [enter the name of the Representative of the Seller's ultimate parent], certify that:

(a) all information with respect to the Project and the Proposal is true, up-to-date, and accurate to the best of my knowledge and belief.

\_\_\_\_\_  
Signature of the representative of  
the Seller's ultimate parent

\_\_\_\_\_  
Date

Second Item: Representations Regarding the Project

**THE OFFICER OF THE SELLER MUST MAKE CERTAIN REPRESENTATIONS APPLICABLE TO THE PROJECT.**

**THE SELLER MAKES THESE CERTIFICATIONS BY USING THE PROJECT CERTIFICATIONS INSERT PREPARED FOR THIS PURPOSE. THE PROPONENT PROVIDES THE COMPLETED INSERT BY EMAIL OR BY UPLOAD TO THE APPLICATION WEBSITE.** The Project Certifications Insert is also labelled INSERT #P-3.

\_\_\_\_\_  
Name of Seller

\_\_\_\_\_  
Name of Project

This Insert may be:

- *Printed, signed, scanned, and uploaded to the online Proposal Form;*  
*or*
- *Submitted with a digital signature and a document or information verifying the identity of the signatory.*

Electronic signatures (e.g., a picture of a signature by opposition to a digital signature entered through software such as that offered by DocuSign) are not acceptable.

**PROJECT CERTIFICATIONS INSERT (#P-3)**

I, \_\_\_\_\_ [enter the name of the Officer of the Seller], certify that:

1. the Project is a "utility-scale solar project" as this term is defined in the IPA Act and the Seller has made all investigations it deems necessary to make this determination;
2. the Project will meet all additional eligibility criteria specified in Section 1-75(c-5) of the IPA Act and, in particular, the Project will be installed at the site of a current or former electric generating facility in Illinois that burns or burned coal as its primary fuel source;

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3. the Project will have a single revenue quality meter that satisfies the requirements of the applicable Regional Transmission Organization and that measures or will measure its generation output;
4. the Project will be registered in PJM-EIS GATS or M-RETS and the Seller will deliver RECs to the Companies by delivering such RECs to each Company's PJM-EIS GATS or M-RETS account in an unretired state;
5. the Project has reached the appropriate development milestones to fully expect that the Project will deliver its first REC to each Company by the commercial operation date provided in the Proposal, as adjusted for any allowable delays or extensions as provided for in Section 1-75(c-5)(8) of the IPA Act as well as any allowable delays or extensions as provided in the REC Contract;
6. the Project will be configured and metered to ensure that payment under the REC Contract is exclusively for RECs related to energy generated by the Project;
7. the Project will be constructed or installed by a qualified entity or entities in compliance with the requirements of subsection (g) of Section 16-128A of the Public Utilities Act and any rules adopted thereunder;
8. the Project will be constructed and installed at the site described in the Proposal, the map of which is an exhibit to the REC Contract;
9. the Project will be built pursuant to one or more Project Labor Agreements entered into prior to construction, which will be filed with the Director of the IPA and will fulfill all requirements under the IPA Act, including provisions requiring the parties to the agreement to work together to establish diversity threshold requirements and to ensure best efforts to meet diversity targets, improve diversity at the applicable job site, create diverse apprenticeship opportunities, and create opportunities to employ former coal-fired power plant workers;
10. personnel operating the Project will have the requisite skills, knowledge, training, experience, and competence, which may be demonstrated by completion or current participation and ultimate completion by employees of an accredited or otherwise recognized apprenticeship program for the employee's particular craft, trade, or skill, including through training and education courses and opportunities offered by the owner to employees of the Coal Facility presented in the Proposal or by previous employment experience performing the employee's particular work skill or function; and
11. not less than the prevailing wage, as determined pursuant to the Prevailing Wage Act, will be paid to the Seller's employees engaged in construction activities associated with the Project and to the employees of Seller's contractors engaged in construction activities associated with the Project.

\_\_\_\_\_  
Signature of Officer of the Seller

\_\_\_\_\_  
Date

*Third Item: Representations Regarding the Seller*

**THE OFFICER OF THE SELLER MUST MAKE CERTAIN REPRESENTATIONS REGARDING THE SELLER.**

**THE SELLER MAKES THESE CERTIFICATIONS BY USING THE SELLER CERTIFICATIONS INSERT PREPARED FOR THIS PURPOSE. THE PROPONENT PROVIDES THE COMPLETED INSERT BY EMAIL OR BY UPLOAD TO THE APPLICATION WEBSITE. The Seller Certifications Insert is also labelled INSERT #P-4.**



\_\_\_\_\_  
*Name of Seller*

\_\_\_\_\_  
*Name of Project*

This Insert may be:

- *Printed, signed, scanned, and uploaded to the online Proposal Form;*  
*or*
- *Submitted with a digital signature and a document or information verifying the identity of the signatory.*

Electronic signatures (e.g., a picture of a signature by opposition to a digital signature entered through software such as that offered by DocuSign) are not acceptable.

**SELLER CERTIFICATIONS INSERT (#P-4)**

I, \_\_\_\_\_ [enter the name of the Officer of the Seller], certify that:

1. the Seller is not operating under an Agency Agreement;<sup>1</sup>
2. the Seller understands and accepts the terms of the REC Contract;
3. the Seller understands and accepts the fact that the number of REC Contracts and the counterparties under such REC Contracts will be assigned to the Seller by the Procurement Administrator if the Project is selected through the C2S Procurement and approved by the Commission; and
4. the Seller acknowledges and agrees to the payment of the Supplier Fees within seven (7) business days of the Commission decision on the results of the procurement event.

\_\_\_\_\_  
Signature of Officer of the Seller

\_\_\_\_\_  
Date

If you are unable to make representation (1), please state this fact below. Additional requirements will apply for the Project to meet the requirements of this C2S Procurement. Such requirements will be provided to the Proponent in a separate notice.

\_\_\_\_\_

<sup>1</sup> An Agency Agreement is a specific relationship whereby a first party, the “principal”, agrees that certain defined actions by a second party, the “agent”, can bind the principal.

Fourth Item: Representations Regarding the REC Contract

**THE OFFICER OF THE SELLER MUST MAKE CERTAIN REPRESENTATIONS REGARDING UNDERTAKINGS UNDER THE REC CONTRACT.**

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**THE SELLER MAKES THESE CERTIFICATIONS BY USING THE CONTRACT CERTIFICATIONS INSERT PREPARED FOR THIS PURPOSE. THE PROPONENT PROVIDES THE COMPLETED INSERT BY EMAIL OR BY UPLOAD TO THE APPLICATION WEBSITE.** The Contract Certifications Insert is also labelled INSERT #P-5.

\_\_\_\_\_  
*Name of Seller*

\_\_\_\_\_  
*Name of Project*

This Insert may be:

- *Printed, signed, scanned, and uploaded to the online Proposal Form;*  
*or*
- *Submitted with a digital signature and a document or information verifying the identity of the signatory.*

Electronic signatures (e.g., a picture of a signature by opposition to a digital signature entered through software such as that offered by DocuSign) are not acceptable.

**CONTRACT CERTIFICATIONS INSERT (#P-5)**

I, \_\_\_\_\_ [enter the name of the Officer of the Seller], certify that:

1. the Seller agrees that, if the Project is selected and approved by the Commission, it will proceed to execution of the REC Contract and submit all necessary supporting documentation in the timeframes required by the REC Contract;
2. the Seller acknowledges that each Company will pay \$30 per REC delivered to the Company for the applicable duration of the REC Contract;
3. the Seller acknowledges that the REC Contract specifies a Collateral Requirement of \$10 times the annual quantity of RECs under the REC Contract;
4. the Seller acknowledges and agrees to the on-going reporting requirements under the Article 6 of the REC Contract regarding the Prevailing Wage Act requirements, the Project Labor Agreements requirements, as well as requirements for a Diversity, Equity, and Inclusion Plan;
5. the Seller is not in violation of the Displaced Energy Workers Bill of Rights; and
6. each of the Proponent, Owner, and Seller's ultimate parent (if any) is not in violation of the Displaced Energy Workers Bill of Rights.

\_\_\_\_\_  
Signature of Officer of the Seller

\_\_\_\_\_  
Date

If the Officer of the Seller is unable to make Certification 6 on behalf of an Entity (e.g., the Proponent, or Owner, or Seller's Ultimate Parent) then a representative from such Entity must make this representation separately below.

I, \_\_\_\_\_ [enter the name of the representative of the Proponent], certify that:

6. the Proponent is not in violation of the Displaced Energy Workers Bill of Rights.

\_\_\_\_\_  
Signature of representative of the  
Proponent

\_\_\_\_\_  
Date

I, \_\_\_\_\_ [enter the name of the representative of the Owner], certify that:

6. the Owner is not in violation of the Displaced Energy Workers Bill of Rights.

\_\_\_\_\_  
Signature of representative of the  
Owner

\_\_\_\_\_  
Date

I, \_\_\_\_\_ [enter the name of the representative of the Seller's ultimate parent], certify that:

6. the Seller's ultimate parent (if any) is not in violation of the Displaced Energy Workers Bill of Rights.

\_\_\_\_\_  
Signature of representative of the  
Seller's ultimate parent

\_\_\_\_\_  
Date

## 5. Fees and Financial Guarantees

### First Item: Participation Fee

THE REQUIREMENTS OF THIS ITEM DO NOT APPLY TO A PROPONENT THAT HAS ALREADY PAID A BID PARTICIPATION FEE OR A PARTICIPATION FEE PURSUANT TO PARTICIPATION IN A PRIOR 2022 PROCUREMENT EVENT HELD ON BEHALF OF THE IPA. A Proponent that submits Proposals for multiple Projects under this C2S Procurement is only required to pay a single Participation Fee.

A PROPONENT THAT HAS NOT ALREADY PAID SUCH A PARTICIPATION FEE AND THAT SUBMITS A PROPOSAL MUST:

- PAY ONCE A NON-REFUNDABLE PARTICIPATION FEE OF \$500 TO THE IPA AS A CONDITION OF ALL PROJECTS PRESENTED BY THE PROPONENT FULFILLING THE REQUIREMENTS OF THE C2S PROCUREMENT;
- FOLLOW ALL INSTRUCTIONS ISSUED BY THE PROCUREMENT ADMINISTRATOR THAT WILL INCLUDE THE AVAILABLE METHODS OF PAYMENT; AND
- PROVIDE EVIDENCE OF PAYMENT UPON FIRST SUBMISSION OF A PROPOSAL.

PLEASE UPLOAD THE EVIDENCE OF PAYMENT OF THE PARTICIPATION FEE BELOW OR EMAIL SUCH EVIDENCE TO THE PROCUREMENT ADMINISTRATOR.



### Second Item: Election of Cash or Letter of Credit as Proposal Assurance Collateral

THE PROPONENT MUST SUBMIT PROPOSAL ASSURANCE COLLATERAL IN THE FORM OF CASH OR OF A LETTER OF CREDIT TO EACH OF THE COMPANIES. A Proponent that submits Proposals for multiple Projects is only required to provide Proposal Assurance Collateral once to each Company. Such Proponent may, at its option, provide Proposal Assurance Collateral more than once to a Company (for example, providing Proposal Assurance Collateral separately for each Project or each Seller) instead of providing Proposal Assurance Collateral to a Company once for all Projects presented by the Proponent.

PLEASE INDICATE, FOR EACH COMPANY, WHETHER THE PROPONENT IS PROVIDING THE PROPOSAL ASSURANCE COLLATERAL IN THE FORM OF CASH OR IN THE FORM OF A LETTER OF CREDIT.

- |       |                            |  |
|-------|----------------------------|--|
| AIC   | <input type="radio"/> Cash | <input type="radio"/> Letter of Credit |
| COMEd | <input type="radio"/> Cash | <input type="radio"/> Letter of Credit |

### Third Item: Cash as Proposal Assurance Collateral for a Company

Have you already submitted the required documents for the submission of cash as proposal assurance collateral in a previously submitted Proposal for another Project in the C2S Procurement?

- Yes  No

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**If YES**, please proceed to the next section.

**If NO**, please complete the remainder of this section.

**THE FOLLOWING REQUIREMENTS APPLY TO A PROPONENT THAT ELECTS TO SUBMIT PROPOSAL ASSURANCE COLLATERAL IN THE FORM OF CASH FOR A COMPANY. IF THIS ITEM DOES NOT APPLY TO YOU BECAUSE YOU ARE SUBMITTING A PROPOSAL LETTER OF CREDIT TO EACH COMPANY, PLEASE PROCEED TO THE NEXT ITEM.**

A Proponent that elects to submit Proposal Assurance Collateral in the form of cash for a Company must, for each such Company, acknowledge the conditions under which cash may be drawn and acknowledge that no interest will be paid and the Company may co-mingle any cash submitted with other funds. **THE PROPONENT MAKES THESE ACKNOWLEDGEMENTS FOR EACH COMPANY TO WHICH IT IS SUBMITTING PROPOSAL ASSURANCE COLLATERAL IN THE FORM OF CASH BY COMPLETING THE CASH INSERT FOR THAT COMPANY PREPARED FOR THIS PURPOSE AND AVAILABLE ON THE PROCUREMENT WEBSITE. THE PROPONENT PROVIDES ALL THE REQUIRED CASH INSERTS BY EMAIL OR BY UPLOAD TO THE APPLICATION WEBSITE.** The Cash Insert for AIC is also labelled INSERT #P-6. The Cash Insert for ComEd is also labelled INSERT #P-7.

\_\_\_\_\_  
*Name of Proponent*

This Insert may be:

- *Printed, signed, scanned, and uploaded to the online Proposal Form;*  
*or*
- *Submitted with a digital signature and a document or information verifying the identity of the signatory.*

Electronic signatures (e.g., a picture of a signature by opposition to a digital signature entered through software such as that offered by DocuSign) are not acceptable.

**AIC CASH INSERT (#P-6)**

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

I, \_\_\_\_\_ [enter the name of Representative of Proponent], acknowledge that Ameren Illinois Company may draw upon the cash submitted as proposal assurance collateral if:

1. An Entity named in the Proposal has made a material omission or misrepresentation in the Proposal for a Project submitted in connection with the procurement event; or
2. A Seller has failed to execute the applicable supplier contract for a Project within three (3) business days of the Illinois Commerce Commission approving the selection of the 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
3. The Proponent or Seller has failed to pay to the Illinois Power Agency the applicable Supplier Fee for a Project within seven (7) business days of the Illinois Commerce Commission approving the selection of the Project.

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

\_\_\_\_\_  
Signature of representative of Proponent

\_\_\_\_\_  
Date

\_\_\_\_\_  
*Name of Proponent*

This Insert may be:

- *Printed, signed, scanned, and uploaded to the online Proposal Form;*  
*or*
- *Submitted with a digital signature and a document or information verifying the identity of the signatory.*

Electronic signatures (e.g., a picture of a signature by opposition to a digital signature entered through software such as that offered by DocuSign) are not acceptable.

**COMED CASH INSERT (#P-7)**

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

I, \_\_\_\_\_ [enter the name of Representative of Proponent], acknowledge that Commonwealth Edison Company may draw upon the cash submitted as proposal assurance collateral if:

1. An Entity named in the Proposal has made a material omission or misrepresentation in the Proposal for a Project submitted in connection with the procurement event; or
2. A Seller has failed to execute the applicable supplier contract for a Project within three (3) business days of the Illinois Commerce Commission approving the selection of the 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
3. The Proponent or Seller has failed to pay to the Illinois Power Agency the applicable Supplier Fee for a Project within seven (7) business days of the Illinois Commerce Commission approving the selection of the Project.

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

\_\_\_\_\_  
Signature of Representative of Proponent

\_\_\_\_\_  
Date

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A Proponent that submits Proposals for multiple Projects is only required to effect a single wire transfer to a Company for all Projects. Such Proponent may, at its option, provide effect multiple wire transfers to a Company (for example, effecting a wire transfer to a Company separately for each Project or each Seller) instead of effecting a single wire transfer to a Company for all Projects presented by the Proponent.

*Fourth Item: Return of Proposal Assurance Collateral Provided in the Form of Cash*

**PLEASE NAME THE ENTITY OR ENTITIES TO WHICH WILL BE RETURNED CASH TENDERED AS PROPOSAL ASSURANCE COLLATERAL.**




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**FOR EACH ENTITY TO WHICH WILL BE RETURNED CASH TENDERED AS PROPOSAL ASSURANCE COLLATERAL, THE PROPONENT 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 Proponent 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.

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 Proponent intends to use for return of proposal 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 in Appendix 6 to the Procurement Rules. **A DRAFT REQUEST MUST BE PROVIDED FOR EACH COMPANY TO WHICH THE PROPONENT IS PROVIDING CASH AS PROPOSAL ASSURANCE COLLATERAL.**

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

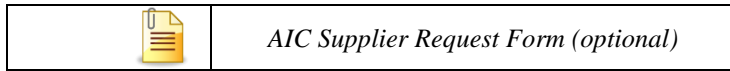
***Are you providing cash as proposal assurance collateral to AIC?***

- Yes**                       **No**

**If NO**, please proceed to the next section.  
**If YES**, please complete the remainder of this section.

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**A PROPONENT PROVIDING CASH TO AIC MUST 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.



*Fifth Item: Letter of Credit as Proposal Assurance Collateral for a Company*

**A PROPONENT THAT ELECTS TO SUBMIT PROPOSAL ASSURANCE COLLATERAL IN THE FORM OF A LETTER OF CREDIT FOR A COMPANY MUST, FOR EACH SUCH COMPANY:**

- **SUBMIT AN EXECUTED PROPOSAL LETTER OF CREDIT TO THAT COMPANY AND TO THE PROCUREMENT ADMINISTRATOR AS AN ELECTRONIC PDF FILE VIA ELECTRONIC MEANS ONLY (NO HARDCOPY IS EXPECTED OR REQUIRED). AN EXECUTED PROPOSAL LETTER OF CREDIT FOR A COMPANY MUST BE SUBMITTED TO THE EMAIL ADDRESSES SPECIFIED BY THE PROCUREMENT ADMINISTRATOR. THE ELECTRONIC PDF FILE OF THE PROPOSAL LETTER OF CREDIT FOR A COMPANY SERVES AS THE OPERATIVE INSTRUMENT; AND**
- **USE THE STANDARD PROPOSAL LETTER OF CREDIT FOR SUCH COMPANY PROVIDED AS AN APPENDIX TO THESE PROCUREMENT RULES OR INCORPORATE ONLY THOSE MODIFICATIONS TO THE COMPANY’S STANDARD FORM OF PROPOSAL LETTER OF CREDIT APPROVED BY THAT COMPANY AND POSTED TO THE PROCUREMENT WEBSITE.**

A Proponent presenting Proposals for multiple Projects may present a single Proposal Letter of Credit to a Company for all Projects presented by the Proponent provided that: (i) all entities associated with the Proposals are properly identified in Paragraph 12 of the Proposal Letter of Credit and (ii) the entity named in Paragraph 2 of the Proposal Letter of Credit is one of those entities. Such Proponent may, at its option, provide more than one Proposal Letter of Credit to a Company (for example, providing a Proposal Letter of Credit separately for each Project or each Seller) instead of providing a single Proposal Letter of Credit to a Company once for all Projects presented by the Proponent.



## 6. Justification of Omissions

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

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