

Illinois Power Agency

Coal to Solar and Energy Storage Initiative

Procurement Process and Rules

27 July 2022

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ARTICLE I. Introduction

I.1. Background

- I.1.1. 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”. A utility-scale solar project is an electric generating facility that generates electricity using photovoltaic cells and that has a nameplate capacity greater than 5,000 kW (AC rating). An energy storage facility must be constructed and operated at the same site as the utility-scale solar project. In accordance with the IPA Act, these projects must be installed at sites of current or former electric generating facilities that burn or burned coal as their primary fuel source and that meet all eligibility criteria specified in Section 1-75(c-5) of the IPA Act. Projects may be installed on property adjacent to such sites if necessary for sufficient space.
- I.1.2. 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.
- I.1.3. The present document, in conjunction with all its appendices described in more detail in Section I.3, constitutes the Coal to Solar and Energy Storage Initiative Procurement Process and Rules to solicit Proposals from suppliers. The present document alone is referred to as the “Procurement Rules”. Both procurement events will be held according to the qualification standards detailed in these Procurement Rules. The first procurement event

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will be held no later than May 1, 2022 and the second procurement event will be held no sooner than September 30, 2022 and no later than October 31, 2022.

- I.1.4. The calendar for the first procurement event is provided in Section II.2. The calendar for the second procurement event, as well as details of parameters applicable to the second procurement event, will be provided in an Addendum to these Procurement Rules posted to the procurement website prior to the second procurement event. The Procurement Administrator may amend the Procurement Rules between procurement events to correct typographical errors, cure inconsistencies in the provisions of the Procurement Rules, or clarify the intent of the provisions of the Procurement Rules.
- I.1.5. The IPA has retained NERA Economic Consulting (“NERA”) as the Procurement Administrator for the procurement events under the C2S Procurement. The ICC has retained Bates White, LLC as the Procurement Monitor.
- I.1.6. A “Project” is a new utility-scale solar project as this term is defined in the Act. 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. The “Owner” is the entity that owns the Coal Facility. Only Projects that are installed at or adjacent to the site of a Coal Facility are eligible to participate in this C2S Procurement. Section 1-75(c-5) of the Act provides additional eligibility criteria.
- I.1.1. A “Proposal” is a submission of information, documents, and financial guarantees for participation in this C2S Procurement for a given Project. An entity that makes such a submission is a “Proponent”. An entity that will deliver RECs from a Project under the term of the applicable supplier contract for this C2S Procurement and that will be the signatory under the applicable supplier contract is the “Seller”. The applicable supplier contract is the “REC Contract” provided as Appendix 1 to these Procurement Rules. The “Owner” is the entity that owns the Coal Facility. The Proponent, the Owner, and the Seller may be the

same entity or may be affiliated entities. An “Entity” is any entity that has been named in the Proposal, including the Proponent, or Owner, or a Seller, or a Seller’s ultimate parent.

I.1.2. Capitalized terms in this document are defined explicitly herein unless explicit reference is made to another document.

I.2. Submission of Proposals

I.2.1. Proponents use the online Proposal Form to submit information and to upload required documents to respond to the qualification standards described in Article III of these Procurement Rules. Proponents may also provide required documents by email to the Procurement Administrator at Illinois-RFP@nera.com. Inserts to the online Proposal Form are available as separate forms on the procurement website, www.IPA-energyrfp.com, or are available from the Procurement Administrator. An Illustrative Proposal Form is provided as Appendix 2 to these Procurement Rules.

I.2.2. 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. Some Inserts to the online Proposal Form require a signature. Scanned signatures are acceptable; digital signatures with an additional document that verifies the identity of the signatory are also acceptable. Signature images and other electronic signatures are not acceptable.

I.2.3. A Proponent that has not already paid a Participation Fee or Bid Participation Fee pursuant to participation in a 2022 procurement event held on behalf of the IPA and that submits a Proposal is required to pay a non-refundable Participation Fee for participation in the C2S Procurement. A Proponent that submits Proposals for multiple Projects is only required to pay a single Participation Fee.

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- I.2.4. The “Proposal Window” is the period during which Proposals may be submitted. Two (2) weeks after the start of the Proposal Window is the “Comment Deadline”, which is the deadline for Proponents to submit comments on the standard forms of the letters of credit that can be used to submit financial guarantees with the Proposal and to submit comments on the standard forms of the letters of credit that can be used to fulfill the collateral requirements under the terms of the REC Contract. The “Proposal Due Date” is the date by which all other materials for a Proposal must be submitted, which is at least thirty (30) calendar days after the Proposal Window opens. For the first procurement event, the Proposal Window opens on March 14, 2022 and closes at 12 PM (noon) on April 13, 2022. All times in these Procurement Rules are Central Prevailing Times (“CPT”) unless specifically noted.
- I.2.5. All Proposals must comply with the requirements of Article III. All information and all certifications must remain valid until twenty (20) business days after the Proposal Due Date.
- I.2.6. The Procurement Administrator submits to the Illinois Commerce Commission (“ICC” or “Commission”) a confidential report regarding the results of the procurement event including the proposed selection of Projects, the proposed selection of Sellers, and the annual quantity of RECs from such Projects. The Procurement Monitor submits to the ICC a confidential report regarding the results of the procurement event as well as a recommendation on whether these results should be accepted or rejected. The ICC is expected to decide whether to accept the results of the procurement event within two (2) business days of receiving the confidential report from the Procurement Administrator and the Procurement Monitor.

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- I.2.7. If the ICC approves the results of the procurement event, a Seller with Projects selected through this C2S Procurement will execute the REC Contract for each such Project with each of the Companies within three (3) business days of the ICC decision.
- I.2.8. Projects selected through the C2S Procurement and approved by the Commission will be assessed a Supplier Fee that reflects the cost of conducting the procurement events less the total of the Participation Fees. The amount of the Supplier Fee (in \$/REC) for a procurement event will be announced no later than two (2) business days before the Procurement Administrator submits its confidential report to the Commission regarding the results of the procurement event. Payment of the Supplier Fees to the IPA will be due within seven (7) business days after ICC approval of the results of the procurement event.

I.3. Target and Evaluation

- I.3.1. The first procurement event aims to select Projects with associated aggregate annual quantities of RECs of at least 400,000 RECs and not more than 580,000 RECs, assuming a sufficient number of Projects meeting the qualification standards of this C2S Procurement. The second procurement event will aim to select Projects up 625,000 RECs less the annual quantity of RECs procured in the first procurement event. The “Target” is the maximum number of RECs to be procured in a procurement event and a Target cannot be exceeded. The Target for the second procurement event will be included in the Addendum to these Procurement Rules posted to the procurement website prior to the second procurement event.
- I.3.2. In its Proposal for each Project, a Proponent provides the annual quantity of RECs that the Seller is offering to deliver under the terms of the REC Contract, which is subject to a

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maximum calculated on the basis of a 30% capacity factor. The Proponent may also submit an annual minimum quantity of RECs that the Seller is willing to accept as a partial award.

I.3.3. The Procurement Administrator aims to select Projects proposed by multiple Proponents and that exactly meet or most closely meet the Target.

I.3.4. If a Project is selected through the C2S Procurement and approved by the Commission, the Procurement Administrator allocates the quantity of RECs selected to each Company in pre-specified proportions. The Procurement Administrator announces these proportions no later than two (2) business days before the Procurement Administrator submits its confidential report to the Commission regarding the results of the procurement event. The Seller will be the counterparty to each Company for delivery of RECs from the Project. If the same Seller has other Projects selected through the C2S Procurement approved by the Commission, the Seller will execute a separate REC Contract with each Company and for each Project.

I.4. Seller Obligations

I.4.1. The applicable supplier contract for this C2S Procurement is referred to as the Renewable Energy Credit Agreement or “REC Contract”. Each Seller must accept the terms of the REC Contract as a condition of participation. For each Project selected through the C2S Procurement and approved by the Commission, the Procurement Administrator will allocate the RECs for such Project to all Companies. Multiple selected and approved Projects will give rise to a separate REC Contract for each Project and with each Company, even if such Projects have the same Seller.

I.4.2. The Seller commits to construct and operate a new utility-scale solar project and an energy storage facility at the site of an electric generating facility in Illinois that burns or burned coal as its primary fuel as of January 1, 2016. The REC Contract fully specifies the obligations

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of the Seller with such a new utility-scale solar project and energy storage facility selected through this C2S Procurement and approved by the Commission. The REC Contract also fully specifies the obligations of each Company as Buyer of RECs from the Project.

I.4.3. This section provides selected highlights of the REC Contract. This is a summary only and is subject to and is qualified in its entirety by the REC Contract provided as Appendix 1 to the Procurement Rules. Proponents and Sellers must refer to the REC Contract itself and not rely on this summary.

I.4.4. Under the terms of the REC Contract:

- The RECs provided by the Seller to the Buyer must be associated with generation from the Project and include all environmental attributes of one megawatt hour of energy produced by the Project.
- The Seller receives \$30 per REC for the duration of the REC Contract. This price will not be indexed and will not otherwise vary during the duration of the REC Contract.
- The duration of the REC Contract is generally 20 years (unless the Project was interconnected to the PJM Interconnection, LLC (“PJM”) as of January 1, 2021 with a generating capacity of at least 1,200 MW, in which case the duration is 15 years) and payment for RECs begins no earlier than June 2023.
- The REC Contract for a Seller with a Company will specify an annual quantity and a maximum contract quantity that the Seller can deliver to the Company. The sum of the annual quantities across the REC Contracts with all Companies for a Project equals the annual quantity approved by the Commission for that Project. The maximum contract quantity in each REC Contract equals the annual quantity in each contract multiplied by the number of years (15 or 20, as applicable).

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- Seller will, at Seller's expense, transfer RECs to Buyer's account in PJM-EIS GATS or M-RETS through a standing order for the Project. RECs will be transferred in an unretired state and Buyer will retire the RECs.
- Any RECs generated by the Project in excess of the annual quantity for a Company are the exclusive property of Seller, to be utilized in Seller's sole discretion. Seller may "bank" such excess RECs by delivering during any subsequent delivery year.
- If a Seller delivers less than the annual quantity under a REC Contract for Company, the Seller must represent that it has delivered all RECs generated in that delivery year from the Project to the Companies. A breach of this representation is an event of default.
- It is an event of default if: (i) the Seller fails to deliver the annual quantity for three (3) or more years, and (ii) the Shortfall Amounts (as the term is defined in the REC Contract) cumulatively equals or exceeds the annual quantity.
- The Collateral Requirement is equal to \$10 times the annual quantity in RECs under each REC Contract. Seller may rely on its own credit or may rely on a guaranty from a creditworthy guarantor to meet a part or the entirety of the Collateral Requirement.
- The Seller commits that construction activities related to the Project will be compliant with the requirements of the REC Contract including requirements of the Prevailing Wage Act, the Project Labor Agreements Act, and requirements for the installation to be performed by a qualified entity in compliance with Section 16-128-A of the Public Utilities Act (or any rules or regulations adopted thereunder). The Seller is subject to on-going reporting requirements as specified in Article 6 of the REC Contract.

I.4.5. The terms of the REC Contract are the same across both Companies except for details of the credit instruments that can be used to meet the Collateral Requirement under the terms of the REC Contract.

I.5. Summary of Appendices to Procurement Rules

I.5.1. The following documents are appended to the Procurement Rules, and shall be considered an integral part of this Coal to Solar and Energy Storage Initiative Procurement Process and Rules:

- Appendix 1: REC Contract
- Appendix 2: Illustrative Proposal Form
- Appendix 3: Proposal Letter of Credit for AIC
- Appendix 4: Proposal Letter of Credit for ComEd
- Appendix 5: Confidentiality Statement
- Appendix 6: Sample Requests for Return of Cash

ARTICLE II. Information and Schedule

II.1. Procurement Website

II.1.1. The Procurement Administrator has established a procurement website that is the main source of information for the C2S Procurement. Proponents and other stakeholders can visit this procurement website to obtain information and documents related to the procurement events. The procurement website address is www.IPA-energyrfp.com.

II.1.2. The procurement website includes the sections described below. New sections may be added as necessary to assist Proponents.

Home: This section provides recent announcements and a brief description of the products to be procured.

Announcements: This section provides announcements such as reminders about deadlines and posting of documents.

Block Energy and Capacity Procurement: This section provides documents for the procurement of monthly on-peak and off-peak standard block forward products as well as combinations for AIC, ComEd, and MEC, as well as the procurement of capacity for AIC.

Indexed Wind, Solar, and Brownfield: This section provides documents for the procurement for indexed renewable energy credits from new utility-scale wind projects, new utility-scale solar projects, and new brownfield site photovoltaic projects.

Coal to Solar: This section provides documents for the procurement of renewable energy credits from new utility-scale solar projects that are installed at or adjacent to sites of electric generating facilities that burn or burned coal as their primary fuel source and that meet eligibility criteria specified in Section 1-75(c-5) of the Act.

Calendar: This section provides the timeline of events for the various upcoming IPA procurement events.

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FAQs: The Procurement Administrator answers questions from interested parties via email. The question and answer are posted in this section so that all interested parties have access to the same information. Aspects of the question and/or answer that might identify the questioner are removed before posting to the extent practicable.

Useful Links: This section provides information on programs run by the Illinois Power Agency but that are not 2022 procurement events. Links to the IPA's Adjustable Block Program and Illinois Solar for All Program can be found here.

Contact Us: This section gives an opportunity for interested parties to register their email address to receive announcements regarding the procurement events, to ask questions of the Procurement Administrator, and to register for an account to submit a Proposal for an RFP.

Previous RFPs: The Procurement Administrator provides in this section links to information from previous RFPs.

II.2. Schedule

II.2.1. The following table is the schedule for the first procurement event under the C2S Procurement. Specific times for submission of materials for the Proposal are provided elsewhere in the Procurement Rules. All such times are Central Prevailing Times unless specifically noted. The close of the business day¹ will be 6 PM for purposes of processing Proposals. Unless otherwise specified, any reference to "day" means a business day. Any changes to this schedule will be provided on the procurement website. The schedule for the second procurement event will be provided in an Addendum to these Procurement Rules.

¹ Friday, April 15, 2022, Good Friday, is not considered a business day for purposes of the C2S Procurement.

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Table II-1. Calendar (First Procurement Event).

Event	Date
Draft REC Contract and Preliminary Proposal Requirements posted	Friday, February 18, 2022
Comment process on Draft REC Contract and Preliminary Proposal Requirements begins	Friday, February 18, 2022
Comments on Draft REC Contract and Preliminary Proposal Requirements due	Friday, February 25, 2022
Final REC Contract and C2S Procurement documents issued	Friday, March 11, 2022
Proposal Window opens (Proposals may be submitted starting on this date)	Monday, March 14, 2022
Comment Deadline (Comments on letters of credit are due)	Monday, March 28, 2022
Proposal Due Date (Proposals are due)	Wednesday, April 13, 2022
Participation Fee is due	Wednesday, April 13, 2022
Final Deadline to Cure Deficiencies (no deficiencies may be cured after this date)	Monday, April 25, 2022
Procurement Administrator submits confidential report on results of first procurement event	Wednesday, April 27, 2022
Commission renders decision on procurement results	Friday, April 29, 2022
Applicable supplier contracts fully executed	Wednesday, May 04, 2022

ARTICLE III. Proposal Requirements

III.1. General Conditions

- III.1.1. One Proposal per Project. An entity that makes a submission under this C2S Procurement is a Proponent. A Project is a new utility-scale solar project as this term is defined in the Act. Projects must be installed at or adjacent to the site of a Coal Facility in Illinois. 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 Proposal Form must be submitted for each Project.
- III.1.2. Officer of the Seller. An entity that will deliver RECs from a Project under the term of the applicable supplier contract for this C2S Procurement and that will be the signatory under the applicable supplier contract is the Seller. Representations and certifications required under the C2S Procurement from the Seller must be made by a single individual, who is an Officer of the Seller. An Officer of the Seller is an individual empowered to undertake contracts and bind the Seller.
- III.1.3. Contents of Proposal and Acceptable Signatures. The Proposal for a Project consists of the completed online Proposal Form, the submission of Proposal Assurance Collateral, as well as all documents required by the online Proposal Form. Some Inserts to the online Proposal Form require a signature. Proponents may complete such Inserts by printing, signing, and scanning the Insert. Alternatively, Proponents may complete such Inserts by digitally signing the Insert and providing along with the Insert an additional document or information that verifies the identity of the signatory. A digital signature together with an additional document or information that verifies the identity of the signatory is an “Acceptable Digital Signature”. Additional documentation or information may include: (i) a certificate of completion if the signatory uses DocuSign; (ii) a Final Audit Report if the signatory uses Adobe Sign; (iii) evidence that the digital signature has been certified by the

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signatory using a document signing certificate; or (iv) other documentation or information produced by a commercially available software that can be used by the Procurement Administrator to verify the identity of the signatory. Digital signatures without a document or information verifying the identity of the signatory are not acceptable; signature images and other electronic signatures are not acceptable.

III.1.4. Validity of Proposal. Each Proponent must comply with all Proposal requirements described in Article III. All information provided and certifications made in the Proposal must remain valid and in full force until the required number of business days after the Proposal Due Date. Regardless of the reason, if any information provided in the Proposal changes or any previous certification fails to remain valid, it is the sole responsibility of the Proponent and Seller to notify the Procurement Administrator. Failing to do so may result in disqualification of the Project and of the Proposal. The Procurement Administrator reserves the right to change the assessment of qualifications based on any revised information provided by the Proponent or Seller. Proposals that do not adhere to the terms and conditions of these Procurement Rules, or that do not fulfill all requirements set forth in Article III, or that are not submitted in accordance with the process of Article V, will not be considered.

III.1.5. Option to Provide Comments on Letters of Credit. The REC Contract includes, as Exhibit E-1, Irrevocable Standby Letter of Credit Forms that may be used to meet the collateral requirements under the terms of the REC Contract. There are two (2) options for the Irrevocable Standby Letter of Credit Form as well as three (3) samples for the Letter of Full Transfer. Appendices 3 and 4 to these Procurement Rules provide standard forms of the Proposal Letters of Credit that may be used to submit Proposal Assurance Collateral as required by the Procurement Rules. A Proponent may provide comments or propose modifications to: (i) one or both Irrevocable Standby Letter of Credit Forms from the REC

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Contract; (ii) one or more Letters of Full Transfer from the REC Contract; (iii) the Standard Proposal Letter of Credit for AIC (Appendix 3 to these Procurement Rules); and (iv) the Standard Proposal Letter of Credit for ComEd (Appendix 4 to these Procurement Rules). This comment process is entirely optional and failure to present a submission is not a deficiency of the Proposal. A Proponent that elects to submit comments or propose modifications must:

- Provide all submissions by 6 PM on the Comment Deadline;
- Provide comments or propose modifications on any one of these documents exclusively by submitting a redline of the document in Microsoft Word format by email to the Procurement Administrator. A submission in PDF format is not acceptable; and
- Make a single submission for each document for which comments are solicited, regardless of the number of Proposals submitted by such Proponent.

Any submission that is not substantially in the form of an Irrevocable Standby Letter of Credit Form, or in the form of one of the Letters of Full Transfer, or in the form of a Company's Proposal Letter of Credit will not be evaluated. Any of such Proponent's comments or proposed modifications to a document may result in an addition to the list of acceptable modifications to that document approved by the Company for use by all Proponents on an optional basis.

III.1.6. Acceptance of Terms. 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.

III.1.7. Indemnification. The Proponent and the Seller, at their own cost and expense, shall defend each Company, the Procurement Administrator, the Procurement Monitor, and the IPA and their subsidiaries, affiliates, successors and assigns, and each and every one of their

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respective past, present, or future officers, directors, trustees, employees, shareholders, executors, administrators, successors and assigns, other than entities that are also Proponents or Sellers, against any and all manner of past, present, or future claims, demands, disputes, controversies, complaints, suits, actions, proceedings, or allegations of any kind which in any manner relate to, arise out of, or result from any false statement in the Proposal or breach of any covenant by the Proponent or Seller set forth herein. The Proponent and the Seller shall indemnify and hold harmless each Company, the Procurement Administrator, the Procurement Monitor, and the IPA, their parent companies, subsidiaries, affiliates, successors and assigns, and each and every one of their respective past, present, or future officers, directors, trustees, employees, shareholders and agents, as well as the heirs, executors, administrators, successors and assigns, other than entities that are Proponents, against any and all liens, judgments, liabilities, losses, injuries, damages, fees, fines, costs or expenses which in any manner relate to, arise out of, or result from any false statement or misrepresentation in the Proposal or breach of any warranty by the Proponent or the Seller as set forth herein.

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

III.2.1. Purpose. 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 in a procurement event, 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.

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III.2.2. 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:

- The name and full address of the Coal Facility. In the first procurement event, and for the first procurement event only, the Proponent must provide a map that documents the location of the Coal Facility as being south of federal interstate Highway 80;
- Documentation that establishes that the Coal Facility burned coal as its primary fuel as of January 1, 2016. The documentation may be, for example, from a public source or from the Independent System Operator to which the facility is interconnected. The Procurement Administrator may require additional information on the documentation provided; and
- Whether the Coal Facility is currently retired or operating. If the Coal Facility is retired, the Proponent must additionally provide the following information: (i) the date at which the Coal Facility was retired; (ii) whether the Coal Facility was, prior to retirement, interconnected to PJM or to the Midcontinent Independent System Operator, Inc (“MISO”); and (iii) the electric generating capacity of the Coal Facility (rounded to the nearest MW) at the time of retirement. If the Coal Facility is currently operating, the Proponent must additionally provide the following information: (i) whether the Coal Facility is interconnected to the PJM or to MISO; and (ii) the electric generating capacity of the Coal Facility.

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III.2.3. Owner of Coal Facility. The “Owner” is the entity that owns the Coal Facility. The Proponent must identify the Owner and must provide the following information and documents regarding the Owner and previous owner of the Coal Facility:

- The name and full address of the Owner;
- 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. Name the public utility that at one time owned, in whole or in part, the Coal Facility;
- Provide documentation to demonstrate that the named public utility at one time owned the Coal Facility in whole or in part. For example, documentation of the transfer of ownership from the public utility to the Owner may be provided. The Procurement Administrator may request additional information regarding this item and the Proponent will be required to respond to any such request for additional information; and
- The name and full contact information of a representative of the Owner, including business phone number, mobile phone number, and email address. The representative of the Owner must certify that the Owner is not (i) an electric cooperative as defined in Section 3-119 of the Public Utilities Act, or (ii) an entity described in subsection (b)(1) of Section 3-105 of the Public Utilities Act, or an association or consortium of or an entity owned by entities described in (i) or (ii). The representative makes this certification by completing the Owner Insert prepared for this purpose and available on the procurement website. This Insert must be completed either by: (i) printing, signing, and scanning the Insert; or by: (ii) using an Acceptable Digital Signature. The Owner Insert is also labelled INSERT #S-A. Inserts labelled with the prefix “S” relate to the “Site” and Coal Facility. The Proponent provides the Owner Insert by email or by upload to the application website.

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III.2.4. 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 the following information and documents regarding the Site:

- A map and full description of the Site;
- Documentation to demonstrate that the Owner owns or controls the Site. For example, records that the Owner pays property taxes for the Site may be provided for this purpose; and
- Whether a grant was awarded under the Coal to Solar and Energy Storage Grant Program to install an energy storage facility (“Grant Storage Facility”) at the Site. If yes, the Officer of the Seller named in paragraph III.3.4 will be required to certify to the following:
 - the Grant Storage Facility project awarded a grant under the Coal to Solar and Energy Storage Grant Program and located at the Grant Site in the Proposal will be separately metered from any Projects and Storage Facilities presented as part of the Proposal in this C2S Procurement; and
 - as required by paragraph (10) of Section 1-75(c-5) of the IPA Act, funds received under the Coal to Solar and Energy Storage Initiative Fund will not be used for any purpose related to the Projects and Storage Facilities presented as part of the Proposal in this C2S Procurement.

The Officer of the Seller makes these certifications by completing the Grant Site Insert prepared for this purpose and available on the procurement website. This Insert must be completed either by: (i) printing, signing, and scanning the Insert; or by: (ii) using an

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Acceptable Digital Signature. The Grant Site Insert is also labelled INSERT #S-B. The Proponent provides the Grant Site Insert by email or by upload to the application website. The Procurement Administrator may request additional information regarding this item and the Proponent will be required to respond to any such request for additional information.

III.2.5. 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 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 Projects at the Site to the Representatives. The Proponent must provide the following information and documents:

- The name and full address of the Proponent;
- The corporate relationship between the Proponent and the Owner. If the Proponent and Owner are different entities, the Proponent must provide a clear statement of how the Proponent and Owner are affiliated, including a chart of the ownership structure, if available; and
- The name and full contact information of at least one (1), and at most four (4) Representatives. Full contact information includes an address, business phone number, mobile phone number, and email address.

One (1) Representative must be named in the online Proposal Form. The Proponent may name up to three (3) additional Representatives by fully completing the Representative Insert prepared for this purpose and available on the procurement website. The

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Representative Insert is also labelled INSERT #S-C. The Proponent provides the Representative Insert by email or by upload to the application website.

III.2.6. Projects and Energy Storage Facilities at the Site. Each Proponent can submit at most one Proposal for a Project. 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. For the avoidance of doubt, this includes identifying any Projects selected in the first procurement event under this C2S Procurement and the corresponding Storage Facilities presented along with the Projects in the Proposal. The Proponent must identify each Project that is installed entirely or partially on a parcel adjacent to the Site as an “Adjacent Project”. Furthermore, 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. The Proponent must provide the following information and documents:

- 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;
- 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. In the first procurement event, there must be at least one Storage Facility proposed that is at least 2 MW but not more than 10 MW. In the second procurement event, there must be at least one Storage Facility proposed that is at least 0.5 MW but not more than 1 MW.;
- 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.

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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 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); and
- 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 four (4) times the combined size (in MW, AC rating, rounded to two decimals) of all Projects.

III.2.7. Information required in this Section III.2 must be provided exclusively by completing Section 2 of the online Proposal Form and by providing all documents required by this section.

III.3. Information Regarding the Project and the Seller

III.3.1. Purpose. A Proposal is a submission of information, documents, and financial guarantees for participation in this C2S Procurement for a given Project. Information required in the previous section relates to the Coal Facility and the Site. Information required in this present 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.

III.3.2. Confirmation of Coal Facility and Site. 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:

- The name and full address of the Project;

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- The name of the Storage Facility;
- Confirmation of the name of the Coal Facility at which or adjacent to which the Project is located; and
- Confirmation that information for the Coal Facility and the Site is included as part of the instant submission or has been provided in a previously submitted Proposal.

The information provided in this item must allow the Procurement Administrator to locate the Project on the Site map required under Paragraph III.2.6.

III.3.3. 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. The Proponent must provide the following information regarding the Seller:

- The name and full address (including street address, city, state, and zip code) of the Seller;
- The date when the Seller was formed, which must be on or before the Proposal Due Date; and
- The corporate relationship between the Proponent and the Seller. If the Proponent and Seller are different entities, the Proponent must provide a clear statement of how the Proponent and Seller are affiliated, including a chart of the ownership structure, if available. From this response and the response to Paragraph III.2.5, the Procurement Administrator must be able to assess the relationship between the Owner, Proponent, and Seller. The Procurement Administrator may require additional information on the documentation provided; and
- The name of the Seller's ultimate parent, if any. If this item applies, the Proponent must also provide full contact information for a representative of the Seller's ultimate parent. Full contact information includes an address, business phone number, mobile phone

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number, and email address. To the extent that the Proponent has already provided this information elsewhere in the Proposal (e.g., because one of the Representatives is also authorized to act on behalf of the Seller's ultimate parent), the Proponent may indicate this fact rather than re-submit the information.

III.3.4. 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. A Proponent must provide the name, title, and full contact information (address, business phone number, mobile phone number, and email address) of an individual who will serve as the Officer of the Seller. The Officer of the Seller whose contact information is provided in the Proposal 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 individual who serves as the Officer of the Seller for purpose of presenting the Proposal would also be available to sign the applicable supplier contracts. Should the Officer of the Seller not be available for this purpose, the Seller must advise each Company of this fact and the Seller must provide the name, email address, and mobile number of another individual authorized to sign the applicable supplier contracts. The Seller must confirm that this substitute signatory is empowered to undertake contracts and bind the Seller.

III.3.5. 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 Project must have reached the appropriate development milestones to fully expect that the Project will deliver its first REC on or before 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. The Proponent must provide the following information regarding these items:

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- The size of the Project in MW (AC rating), rounded to two (2) decimals;
- The stage of the development of the Project. In particular, the Proponent must address the following items: (i) provide the Regional Transmission Organization (i.e., PJM or MISO) to which the Seller has applied or will apply for interconnection; and (ii) if an application for interconnection has been made, indicate the specific milestones toward interconnection that have been met at this time or 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; and
- The expected commercial operation date, which must be entirely consistent with all terms of the REC Contract; in particular, the expected commercial operation date cannot be before June 1, 2023.

III.3.6. Annual Quantity of RECs. 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 integer. If a Project is selected and approved by the Commission, the sum of the annual quantities of RECs to be delivered under the terms of the REC Contracts across both Companies will never exceed the Full Quantity; furthermore, such sum of the annual quantities across both Companies will never fall short of the Minimum Quantity prior to degradation. The annual quantity in

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the REC Contract for each Company is subject to a degradation factor that is set forth in the REC Contract. The Proponent must provide the following information:

- The Full Quantity. If the Full Quantity is at most the Maximum Quantity, no supporting documentation is required. If the Full Quantity exceeds the Maximum Quantity, the following documentation is required: (a) an estimate of energy production for the Project and (b) any relevant design specifications that support a capacity factor greater than 30%; and
- The 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.

III.3.7. 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 (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.

III.3.8. 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 the

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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:

- The name of the Storage Facility;
- The storage capacity of the Storage Facility in MW (DC rating), rounded to two (2) decimals; and
- The stage of planning or the development of the Storage Facility. In particular, the Proponent must describe steps completed to date in planning and developing the Storage Facility consistent with the commercial date of operation for the Project as provided in Paragraph III.3.5.

The map required by Paragraph III.2.4 must clearly indicate the location of the named Storage Facility.

III.3.9. 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 submit a site description for the Project and Storage Facility that will become an integral part of Exhibit A to the REC Contract. The Proponent must provide the following information and documents:

- Whether the Seller is naming a Guarantor as this term is defined in the REC Contract;
- All current credit ratings assigned to the Seller or to the Guarantor (if any) by S&P Global Ratings (“S&P”), Moody’s Investors Service (“Moody’s”), or Fitch Ratings (“Fitch”);

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- All contact and other additional information required by the Company to prepare the REC Contract. A Seller that names a Guarantor must provide all information necessary for ComEd to prepare the Guaranty. A Seller provides this information by completing the Contract Insert prepared for this purpose and available on the procurement website. The Contract Insert is also labelled INSERT #P-1. Inserts with the prefix “P” relate to the “Project” and Storage Facility; and
- A map of the Project site that precisely indicates the location of the Project and the location of the Storage Facility. This map will be an exhibit to the REC Contract.

III.3.10. Information required in this Section III.3 must be provided exclusively by completing Section 3 of the online Proposal Form and by providing all documents required by this section.

III.4. Representations

III.4.1. Representations Regarding the Proposal. The submission of the Proposal constitutes the Proponent’s and the Seller’s acceptance of all the terms and conditions of these Procurement Rules, regardless of the outcome of the C2S Procurement or the outcome of such Proposal. The Officer of the Seller must make the following representations regarding the Proposal:

- (a) All information with respect to the Project and the Proposal is true, up-to-date, and accurate to the best of the Officer’s 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

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involved in the Proposal. The Procurement Administrator can disqualify a Proposal if a Proponent is found to be acting in concert with another Proponent;

- (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.

To the extent that the Proponent has responded to the requirements of Paragraph III.3.3 by providing the name of the Seller's ultimate parent and the name of a representative for this Entity, such representative must also make the representation provided in (a) above. 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 Proposal Certifications Insert is also labelled INSERT #P-2 and must be completed either by: (i) printing, signing, and scanning the Insert; or by: (ii) digitally signing the Insert using an Acceptable Digital Signature. The Proponent provides the completed Insert by email or by upload to the application website. 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.

III.4.2. Representations Regarding the Project. The Officer of the Seller must make the following representations applicable to the Project:

- 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;
- 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

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former electric generating facility in Illinois that burns or burned coal as its primary fuel source;

- 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;
- 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;
- 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;
- 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;
- 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;
- 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;
- 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,

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create diverse apprenticeship opportunities, and create opportunities to employ former coal-fired power plant workers;

- 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
- 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.

The Seller makes these certifications by using the Project Certifications Insert prepared for this purpose. The Project Certifications Insert is also labelled INSERT #P-3 and must be completed either by: (i) printing, signing, and scanning the Insert; or by: (ii) digitally signing the Insert using an Acceptable Digital Signature. The Proponent provides the completed Insert by email or by upload to the application website.

III.4.3. Representations Regarding the Seller. The Officer of the Seller must make the following representations regarding the Seller:

- (i) The Seller is not operating under an Agency Agreement;²
- (ii) The Seller understands and accepts the terms of the REC Contract;

² 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.

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(iii) 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

(iv) 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.

If the Seller cannot make representation (i), 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. The Seller makes the certifications related to the Seller by using the Seller Certifications Insert prepared for this purpose. The Seller Certifications Insert is also labelled INSERT #P-4 and must be completed either by: (i) printing, signing, and scanning the Insert; or by: (ii) digitally signing the Insert using an Acceptable Digital Signature. The Proponent provides the completed Insert by email or by upload to the application website.

III.4.4. Representations Regarding the REC Contract. The Officer of the Seller must make the following representations regarding undertakings under the REC Contract:

- 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;
- The Seller acknowledges that each Company will pay \$30 per REC delivered to the Company for the applicable duration of the REC Contract;
- The Seller acknowledges that the REC Contract specifies a Collateral Requirement of \$10 times the annual quantity of RECs under the REC Contract;
- 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

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Project Labor Agreements requirements, as well as requirements for a Diversity, Equity, and Inclusion Plan;

- The Seller is not in violation of the Displaced Energy Workers Bill of Rights; and
- Each of the Proponent, Owner, and Seller’s ultimate parent (if any) is not in violation of the Displaced Energy Workers Bill of Rights.

If the Officer of the Seller cannot make the last representation 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. The Officer of the Seller (and any additional representatives, if any with respect to the Displaced Energy Workers Bill of Rights) makes these certifications by using the Contract Certifications Insert prepared for this purpose. The Contract Certifications Insert is also labelled INSERT #P-5 and must be completed either by: (i) printing, signing, and scanning the Insert; or by: (ii) digitally signing the Insert using an Acceptable Digital Signature. The Proponent provides the completed Insert by email or by upload to the application website.

III.4.5. Information required in this Section III.4 must be provided exclusively by completing Section 4 of the online Proposal Form and by providing all documents required by this section.

III.5. Fees and Financial Guarantees

III.5.1. 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 has not already paid such a participation fee and that submits a Proposal must:

- pay 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;

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- 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.

Such Proponent that submits Proposals for multiple Projects is only required to pay a single Participation Fee. Such Proponent may, at its option, tender more than one Participation Fee (for example, paying a separate Participation Fee for each Seller) instead of providing a single Participation Fee. No Participation Fee will be reimbursed, regardless of the reason, including failure of a Project to be selected or a Proponent's decision not to continue its participation in the C2S Procurement.

III.5.2. Election of Cash or Letter of Credit as Proposal Assurance Collateral. A Proponent must submit Proposal Assurance Collateral in the form of cash or of a letter of credit to each of the Companies. For each Company, the Proponent must elect whether it is providing the Proposal Assurance Collateral in the form of cash or in the form of a letter of credit. An Entity is any entity that has been named in the Proposal, including the Proponent, or Owner, or a Seller, or a Seller's ultimate parent.

- A Company may draw upon the letter of credit or a Company may draw upon a cash deposit if: (i) 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 (ii) 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 (iii) the Proponent or a Seller has failed to pay to the Illinois Power Agency the applicable Supplier Fee for a Project within seven

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(7) business days of the Illinois Commerce Commission approving the selection of the Project;

- Whether providing Proposal Assurance Collateral in the form cash or a letter of credit for a Company, the Proponent must follow all instructions provided by the Procurement Administrator for transmission of Proposal Assurance Collateral to each Company. Such instructions specify that the Proponent must provide cash by wire transfer and that the original executed Proposal Letters of Credit must be in the form of Appendices 3 and 4 to these Procurement Rules or incorporate only those modifications that are acceptable to the applicable Company and posted to the procurement website. Each Proposal Letter of Credit must be submitted as an electronic PDF file only via electronic means.

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.

III.5.3. Amount of Proposal Assurance Collateral. The amount of Proposal Assurance Collateral required for a Project is determined separately for each Company. The amount of Proposal Assurance Collateral required for AIC is \$6,000 times the combined size (in MW, AC rating) of all Projects, rounded up to the nearest megawatt. The amount of Proposal Assurance Collateral required for ComEd is \$14,000 times the combined size (in MW, AC rating) of all Projects, rounded up to the nearest megawatt.

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III.5.4. Cash as Proposal Assurance Collateral for a Company. 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 acknowledgments 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 Cash Insert for AIC is also labelled INSERT #P-6. The Cash Insert for ComEd is also labelled INSERT #P-7. Each Cash Insert must be completed either by: (i) printing, signing, and scanning the Insert; or by: (ii) digitally signing the Insert using an Acceptable Digital Signature. Such Proponent provides all required Cash Inserts by email or by upload to the application website. Such 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.

III.5.5. Return of Proposal Assurance Collateral Provided in the Form of Cash. All Proposal Assurance Collateral remains in place at least until the Commission has rendered a decision on the results of the procurement event. The Proponent must name the entity or entities to which will be returned cash tendered as Proposal Assurance Collateral. For each such entity, the Proponent must:

- provide a W-9 for the entity;

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- provide AIC’s “Supplier Request Form” in the case that such Proponent provides cash as Proposal Assurance Collateral to AIC. To be duly completed, all information required by Section 2 and 3 (including the certification on page 2) of the Supplier Request Form must be provided; and
- provide a draft request for the return of cash to each Company for which it is providing cash as Proposal Assurance Collateral. Such draft request must: (i) be on the letterhead of the entity to which cash will be returned; (ii) provide the names of the Projects and the name of the Proponent for identification purposes; (iii) include wire instructions; (iv) include the name and title of the signatory; and (v) include a valid email address for the signatory or for another duly authorized representative of the entity to which 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.

Samples of return of cash requests posted as Proposal Assurance Collateral that are acceptable to the Companies are provided as Appendix 6 to these Procurement Rules. Such Proponent provides these documents by email or by upload to the application website.

III.5.6. 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

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- 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.

- III.5.7. Return of Proposal Assurance Collateral in the Form of a Letter of Credit. All Proposal Assurance Collateral remains in place at least until the Commission has rendered a decision on the results of the procurement event. A Proposal Letter of Credit expires on the date stated as part of its terms, fourteen (14) business days after the anticipated date of the Commission decision on a procurement event.
- III.5.8. Information required in this Section III.5 must be provided exclusively by completing Section 5 of the online Proposal Form and by providing all documents required by this section.

ARTICLE IV. Selection Process

- IV.1.1. The first procurement event aims to select Projects with associated aggregate annual quantities of RECs of at least 400,000 RECs and not more than 580,000 RECs, assuming a sufficient number of Projects meeting the qualification standards of this C2S Procurement. The second procurement event will aim to select Projects up 625,000 RECs less the annual quantity of RECs procured in the first procurement event. The Target is the maximum number of RECs to be procured in a procurement event and a Target cannot be exceeded.
- IV.1.2. The evaluation proceeds in these steps.
- IV.1.3. First, if the sum of the Full Quantities associated with all qualified Projects does not exceed the Target, then all qualified Projects are selected and the evaluation procedure ends.
- IV.1.4. If the sum of the Full Quantities associated with all qualified Projects exceeds the Target, then second, the Procurement Administrator identifies all bundles of qualified Projects for which the sum of the annual quantities across qualified Projects (the “Total Annual Quantity”) is less than or equal to the Target. The annual quantity for a given qualified Project can be no less than the Minimum Quantity and no more than the Full Quantity. The Procurement Administrator then identifies the subset of these bundles that contain Projects presented by multiple Proponents participating in the procurement event. If there is exactly one bundle that contains Projects presented by multiple Proponents participating in the procurement event, the bundle is selected. If there are multiple bundles that contain Projects presented by multiple Proponents participating in the procurement event then the bundle with the greatest Total Annual Quantity is selected. If there are multiple bundles that contain Projects presented by multiple Proponents participating in the procurement event and have a Total Annual Quantity equal to the greatest Total Annual Quantity, the bundle is selected at random. If all bundles consist of Projects presented by a single Proponent, that Proponent may choose the bundle to be selected by the Procurement Administrator.

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- IV.1.5. In the first procurement event, the Procurement Administrator will select qualified Projects with a Total Annual Quantity of at least 400,000 RECs in accordance with this evaluation procedure if it is possible to do so.
- IV.1.6. The Procurement Administrator may provide an Appendix to these Procurement Rules with further details of the evaluation procedure or examples.

ARTICLE V. Proposal Process and Contract Execution Process

V.1. Processing of Proposals

- V.1.1. Any notification or other written communication from the Procurement Administrator to a Proponent will be sent to the email addresses provided for the Representatives. Any such notification or communication will be deemed received by the Proponent at the time of delivery or transmission, provided that when delivery or transmission occurs after 6 PM on a business day or occurs on a day that is not a business day, receipt will be deemed to occur at 9 AM on the following business day. All times in the Procurement Rules are Central Prevailing Times unless specifically noted. Any email from the Proponent to the Procurement Administrator should be addressed to Illinois-RFP@nera.com to ensure a prompt reply.
- V.1.2. The exclusive method of responding to the Proposal requirements is the use of the online Proposal Form together with the use of Inserts to the online Proposal Form available as separate forms on the procurement website or from the Procurement Administrator. The Participation Fee must be paid to the IPA according to the instructions provided for this purpose. Documents (supporting documents and Inserts) may be uploaded to the application website or sent to the Procurement Administrator via email.
- V.1.3. Responses to the requirements of these Procurement Rules that do not use the online Proposal Form and the Inserts prepared for this purpose will not be considered and the Proposal will be considered deficient.
- V.1.4. No late Proposals will be accepted under any circumstances. Receipt of comments to the letters of credit only does not constitute receipt of a Proposal.
- V.1.5. A Proponent must pay the Participation Fee to the IPA in accordance with the instructions provided by the Procurement Administrator for this purpose.

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- V.1.6. A Proponent must post Proposal Assurance Collateral with each Company in accordance with the instructions provided by the Procurement Administrator for this purpose. A Proponent's Proposal is automatically deficient if a Proponent elects to post Proposal Assurance Collateral for a Company using that Company's Proposal Letter of Credit and that Proposal Letter of Credit includes modifications to the standard form of the Proposal Letter of Credit for that Company that are not among those that are acceptable to the Company and posted to the procurement website.
- V.1.7. If a Proposal is received on any business day during the Proposal Window, the Procurement Administrator acknowledges receipt on the business day the materials are received. The Procurement Administrator sends the results of an initial review by 6 PM on the second business day after the date the Proposal is received. The initial review either states that the Proposal is complete and the Project has qualified, or the initial review lists items of the Proposal that are incomplete or require clarification.
- V.1.8. If the Proposal is incomplete or requires clarification, the Procurement Administrator sends a deficiency notice to the Proponent. If the Proponent receives a first deficiency notice from the Procurement Administrator regarding any item of the Proposal, the Proponent has until 12 PM (noon) on the Proposal Due Date, or until 6 PM on the third business day following the business day during which a first deficiency notice is sent to the Proponent, whichever comes later, to respond. If the Proponent responds to a deficiency notice within the time allowed but the response does not correct all deficiencies, the Proponent will, to the extent feasible, receive a further deficiency notice from the Procurement Administrator with additional time to respond. Such additional time to respond to a further deficiency notice will be no longer than (and may be shorter than) the time allowed under a first deficiency notice. If the Proponent does not correct or adequately explain a deficiency within the time allowed and specified in the deficiency notice, the Proposal will be rejected. If the

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Proponent does not correct or adequately explain all deficiencies before 6 PM on the date that is two (2) business days before the Procurement Administrator submits its confidential report to the Commission regarding the results of a procurement event, the Proposal will be rejected. If the Proposal is complete, the Procurement Administrator sends a notice that the Proposal is complete and has qualified. If the Proposal is rejected, the Procurement Administrator sends a notice to that effect via email.

V.1.9. A Proponent qualifies a Project pursuant to a successful Proposal if its Proposal is received on or before 12 PM (noon) on the Proposal Due Date, if the Proposal is complete by 6 PM on the date that is two (2) business days before the Procurement Administrator submits its confidential report to the Commission regarding the results of a procurement event, if the Proposal fully complies with the qualification standards of Article III of these Procurement Rules, including any requests for additional information from the Procurement Administrator, and if Proposal Assurance Collateral has been received by each Company in the amount required and in a form acceptable to each Company. A Project that has qualified will be considered in the evaluation procedure.

V.1.10. If a Proponent fails to provide Proposal Assurance Collateral to a Company, or if such Proposal Assurance Collateral is of an insufficient amount for that Company, or if such Proposal Assurance Collateral is in a form that is not acceptable to that Company, then the Project fails to qualify and the Proposal will be rejected. The Proposal will be rejected even if the Proposal Assurance Collateral to the other Company is compliant with these Procurement Rules.

V.2. Process

V.2.1. A Proponent may provide comments on proposed modifications to: (i) one or both Irrevocable Standby Letter of Credit Forms from the REC Contract; (ii) one or more Letters

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of Full Transfer from the REC Contract; (iii) the Standard Proposal Letter of Credit for AIC (Appendix 3 to these Procurement Rules); and (iv) the Standard Proposal Letter of Credit for ComEd (Appendix 4 to these Procurement Rules). This comment process is entirely optional and failure to present a submission is not a deficiency of the Proposal. All such submissions must be provided by 6 PM on the Comment Deadline. Comments or modifications on these documents are provided exclusively as a redline of the document in Microsoft Word format by email to the Procurement Administrator or by upload to the application website. A Proponent may provide comments or propose modifications only once on a given documents regardless of the number of Proposals submitted by such Proponent. Any of such Proponent's comments or proposed modifications to a document may result in an addition to the list of acceptable modifications to that document approved by the Company for use by all Proponents on an optional basis.

- V.2.2. The Comment Deadline occurs two (2) weeks after the start of the Proposal Window. Proponents submit Proposals during the Proposal Window. All materials for the Proposal must be submitted by 12 PM (noon) on the Proposal Due Date, which occurs thirty (30) calendar days after the Proposal Window opens. A Proponent must address any deficiency assessed by the Procurement Administrator in the time allowed and in no event after 6 PM on the date that is two (2) business before the Procurement Administrator submits its confidential report to the Commission regarding the results of the procurement event.
- V.2.3. By 6 PM on the date that is two (2) business before the Procurement Administrator submits its confidential report to the Commission regarding the results of the procurement event, the Procurement Administrator informs Proponents of the amount of the Supplier Fee (in \$/REC) for that procurement event.
- V.2.4. The Procurement Administrator submits its confidential report to the Commission regarding the results of the procurement event. The Procurement Administrator notifies a

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Proponent by 6 PM on the date the Procurement Administrator submits to the ICC the confidential report regarding the results of the procurement event whether a Project presented by the Proponent is selected through the C2S Procurement. Such notification is made earlier to the extent practicable. This notification occurs by email. The Procurement Administrator provides no other information to a Proponent about the results of the procurement event.

- V.2.5. The ICC is expected to decide whether to accept the results of the procurement event within two (2) business days of receiving the confidential report from the Procurement Administrator. If the ICC approves the results of the procurement event, a Seller with Projects selected through this C2S Procurement will execute the REC Contract for each such Project with each of the Companies within three (3) business days of the ICC decision. The ICC may issue a release of information regarding the procurement event that will also be provided on the procurement website.
- V.2.6. Proponents and Sellers are required to pay the Supplier Fee to the IPA for a Project that has been selected through the C2S Procurement and approved by the Commission no later than seven (7) business days after ICC approval of the results of the procurement event.
- V.2.7. All Proposal Assurance Collateral remains in place until the Commission has rendered a decision on the results of the procurement event. For Proponents with Projects approved by the Commission, Proposal Assurance Collateral remains in place until full execution of the REC Contract and until payment of the Supplier Fees is received. Return of cash tendered as Proposal Assurance Collateral to a Company is not initiated until the Company receives an executed request in a form acceptable to the Company and, for AIC, until a Supplier Request Form is received that AIC finds to be duly completed.

V.3. Contract Execution

- V.3.1. By 12 PM (noon) on the first business day after the Commission decision, each Company prepares and sends a partially executed electronic copy of the REC Contract and related documents to the Seller. It is expected that the signatory named in the Contract Insert for each Company's REC Contract will sign a copy of the partially executed REC Contract and related documents. If this individual is not available to sign the REC Contract and related documents, the Seller will advise each Company of this fact, will name another individual to sign the REC Contract and related documents, and will confirm that this individual is an officer, a director, or an individual otherwise authorized to undertake contracts (including the applicable supplier contract documents) and bind the Seller.
- V.3.2. By 12 PM (noon) CPT (1 PM Eastern Prevailing Time) on the second business day after the Commission decision, the Seller executes the signature pages of the partially executed REC Contracts and related documents and sends such fully executed signature pages to each Company electronically. Upon execution of the REC Contracts and related documents in counterparts by both parties, such REC Contracts and related documents are fully executed.
- V.3.3. The Seller provides any performance assurance required to meet the Collateral Requirement under the REC Contract within the deadlines provided in the REC Contract.
- V.3.4. Each Seller must follow any instructions received from Procurement Administrator or from the Company regarding the execution and completion of the REC Contract and related documents.

ARTICLE VII. Reserved Rights

- VII.1.1. AIC will not be liable to any Proponent or any other party for failure to execute the applicable supplier contract. Nothing herein may be construed to bind AIC unless and until the Commission has approved selected Projects under this C2S Procurement, and the REC Contract with a Proponent has been executed and is effective. Once effective, it is the REC Contract and not the Procurement Rules or any documents relating thereto that will govern the relationship between and the responsibilities of the parties.
- VII.1.2. ComEd will not be liable to any Proponent or any other party for failure to execute the applicable supplier contract. Nothing herein may be construed to bind ComEd unless and until the Commission has approved selected Projects under this C2S Procurement, and the REC Contract with a Proponent has been executed and is effective. Once effective, it is the REC Contract and not the Procurement Rules or any documents relating thereto that will govern the relationship between and the responsibilities of the parties.
- VII.1.3. The Procurement Administrator reserves the right to reject Proposals submitted for participation in this C2S Procurement that are incomplete, or do not conform with the requirements of this C2S Procurement, or are submitted beyond the deadline for submission, or are submitted by a Proponent that tries to unduly influence in any way the evaluation process.
- VII.1.4. Any information provided by a Proponent or Seller in its Proposal is provided on a confidential basis to the Procurement Administrator and may be provided on a confidential basis to the IPA or to ICC Staff.
- VII.1.5. The Procurement Administrator, the Procurement Monitor, representatives from the IPA, ICC Staff, and representatives of each Company as applicable who are involved in the evaluation of Proposals will consider all data and information provided by Proponents and

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Sellers in response to this C2S Procurement to be confidential and will attempt to limit its disclosure to the public in accordance with the provisions of this section. Each Company will also take reasonable action to ensure that its employees, representatives and agents authorized to consider and evaluate all Proposals protect the confidentiality of such data and information. Each representative of the Procurement Administrator and the Companies that has access to any portion of the Proposals is required to sign a Confidentiality Statement in the form of Appendix 5 to these Procurement Rules prior to evaluation of any portion of the Proposals. The list of all signatories is available to a Proponent or Seller upon request. A limited number of representatives from each Company will receive information for purposes of preparing the applicable supplier contracts. Another confidentiality agreement will be executed for this purpose.

VII.1.6. However, absolute protection from public disclosure of the Proponents' or Sellers' data and information filed in response to this C2S Procurement cannot be provided and is not intended. By submitting a Proposal in response to this C2S Procurement, each Proponent and each Seller acknowledges and agrees to the limitations of the confidentiality provisions set forth in this section.

VII.1.7. In addition, the Proponents' and Sellers' data and information filed in response to the C2S Procurement will be disclosed if required by any federal, state or local agency (including, without limitation, the Commission) or by a court of competent jurisdiction. A Company or the Procurement Administrator will notify the Proponent or Seller in advance of such disclosure and cooperate with such Proponent or Seller, to the extent deemed reasonable by the Company or the Procurement Administrator as applicable, and at the expense of the Proponent or Seller, to prevent the disclosure of such materials. In any event, the Companies, their employees, and agents including the Procurement Administrator will not

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be responsible to the Proponents or Sellers any other party or liable for any disclosure of such designated materials before, during or subsequent to this C2S Procurement.