ILLINOIS POWER AGENCY
FALL 2015 PROCUREMENT EVENTS
UTILITY DISTRIBUTED GENERATION RFP
Appendix 5: ILLUSTRATIVE PART 2 FORM

Pursuant to Illinois Public Act 95-0481, the Illinois Power Agency (“IPA”) filed a final Procurement Plan, which provides for the procurement of renewable energy credits (“RECs”) from distributed generation (“DG”) for the portfolio of Ameren Illinois Company (“Ameren” or “AIC”) and Commonwealth Edison Company (“ComEd”) through a Utility DG Request for Proposals (“DG RFP”). Each of Ameren and ComEd is referred to as a “Company”.

The Part 2 Proposal consists of the online Part 2 Form, attachments that are uploaded to the application website (or sent to the Procurement Administrator via email), and bid assurance collateral. Before completing the Part 2 Form for the Utility Distributed Generation RFP (“DG RFP”), please review the RFP Rules, AIC’s Renewable Energy Credit Agreement (also referred to as the “(AIC DG) REC Contract”) and the (ComEd) Master Distributed Generation Renewable Energy Certificate Purchase and Sale Agreement (also referred to as the “(ComEd) Master DG Agreement”) so that you understand the conditions under which the DG RFP will be conducted. These documents are available on the procurement website, www.ipa-energyrfp.com.

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

Any information that you provide in this Part 1 Proposal is provided on a confidential basis to the Procurement Administrator, and may be provided on a confidential basis to the Procurement Monitor, to the IPA, or to the Staff of the Illinois Commerce Commission (“ICC”). Any information provided to Ameren or ComEd will also be provided to the Procurement Monitor.
INSTRUCTIONS FOR PROPOSAL

Bidders use the online Part 2 Form and upload required documents to respond to the requirements of the Part 2 Proposal as detailed in the RFP Rules.

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

I. Part 2 Proposal Submission

A Bidder must:

- Complete the online Part 2 Form in its entirety;
- Submit a Letter of Credit; and
- Submit one (1) copy of all other documents, including Inserts, required to support the Part 2 Form by email to Illinois-RFP@nera.com or by upload to the application website. All inserts are available on the procurement website.

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

The online Part 2 Form must be submitted to the Procurement Administrator no later than 12 PM (noon) CPT on October 1, 2015 (the Part 2 Date).

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

Inquiries may be directed to the Procurement Administrator through the “Ask a Question” page on the procurement website at www.ipa-energyrfp.com.
II. Part 2 Proposal Processing

The procedure for processing of the Proposal will be provided as a separate document to Bidders.
PART 2 FORM

1. Updates or Supplements to Part 1 Proposal Information

First Item: Updates to Contact Information

THE BIDDER MUST REVIEW THE ADDRESS FOR THE BIDDER AND THE CONTACT INFORMATION AS PROVIDED IN THE PART 1 FORM FOR INDIVIDUALS RESPONSIBLE FOR THE SUBMISSION OF THE PROPOSAL.

Does the information provided in the Part 1 Proposal in regards to the address for the Bidder and the contact information for each representative remain valid?

☐ YES  ☐ NO

If YES, please proceed to the next section.
If NO, you must provide all updates in the fields below.

Street Address

City

State

Zip Code

Second Item: Contact Information for the Representative

Street Address

City

State

Zip Code

Tel No. of Representative

Alternate Tel. No. (if available)

Email Address of Representative

IF THE CONTACT INFORMATION FOR ONE OR MORE OF THE ADDITIONAL REPRESENTATIVES(S) IS NO LONGER VALID, THE BIDDER MUST UPDATE THIS INFORMATION BY FULLY COMPLETING THE REPRESENTATIVE INSERT prepared for this purpose and posted to the procurement website. THE REPRESENTATIVE INSERT MAY BE PROVIDED BY EMAIL OR BY UPLOAD TO THE APPLICATION WEBSITE. THE REPRESENTATIVE INSERT IS AVAILABLE ON THE PROCUREMENT WEBSITE. The Representative Insert is also labelled INSERT #P1-1.

Name of Bidder

Representative Insert (#P1-1)

The Bidder may designate up to three (3) Representatives, in addition to the Representative designated in the online Part 1 Form, by providing the information requested below.
### Contact Information for Additional Representative #1

<table>
<thead>
<tr>
<th>Given Name (s)</th>
<th>Last Name</th>
<th>Mr/Mrs/Ms/Dr/(other)</th>
<th>Title</th>
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### Contact Information for Additional Representative #2

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### Contact Information for Additional Representative #3

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Second Item: Updates to Identification and Documentation of Systems

Bidders that did not provide with their Part 1 Proposals all information for a new system with respect to identifying the Host, the interconnecting utility, the Customer Number, or the tracking system that will be used to transfer RECs must provide this information with the Part 2 Proposal.

Were you unable to completely identify in the Part 1 Proposal the Host, the interconnecting utility, the customer account number or the tracking for some new systems?

☐ Yes       ☐ No

If NO, Please process to the next item.

If YES, Please upload the duly completed Identification Worksheet Insert partially prepared during the Part 1 Window by email or upload to the application website. The Identification Worksheet Insert is also labelled INSERT #P1-2.

---

**Name of Bidder**

**Identification Worksheet Insert (#P1-2)**

---

Please complete the worksheet for each system.

<table>
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<tr>
<th>Name of system owner</th>
<th>Total of system size</th>
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Please fill in the following fields:

- **Name of Bidder**
- **Total of System Size**

- **How many systems are you including in your proposal?**

Complete the following fields for each system:

- **a) Site**
- **b) Technology**
  - Choose applicable technology from list:
    - Wind
    - Solar Thermal
    - Photovoltaic cells and panels
    - Biogas
    - Geothermal
    - Wood or wood waste
    - Landfill gas
    - Heavy fuel oil
    - Heavy fuel:
    - Mix of two
    - Combination of three or more
    - Other

- **c) New or Existing System**
  - **Existing**
  - **New**

- **d) If Existing, you must specify the documentation you will provide**
  - Interconnection Agreement
  - Net metering application approval letter
  - Final system inspection confirmation
  - PJM-EIS GATS/M-RETS system registration application and approval letter
  - Permission to operate letter
  - Other relevant documentation clearly showing the date at which the system was energized or began operation

- **e) Name of System Owner**
  - Company name (if applicable)
  - Name (First and Last)
  - Telephone No.
  - Email Address

- **f) System Location**
  - Street Address 1
  - Street Address 2
  - City, State, Zip

- **g) Host (owner of system location)**
  - Company name (if applicable)
  - Name (First and Last)
  - Telephone No.
  - Email Address

- **h) Interconnecting Distribution Company**
  - Place an “x” next to the utility or electric cooperative

- **i) Customer Account Number**
- **j) Tracking system**
  - M-RETS or GATS
Third Item: Documentation of System Characteristics for New and Existing Systems

Bidders that did not submit all requisite documentation with the Part 1 Proposal to support the information provided regarding the characteristics of each system presented in the Part 1 Proposal must provide this information with the Part 2 Proposal. In particular, if not provided in the Part 1 Proposal, you must provide:

- Documentation to demonstrate that the Bidder has ownership or title to the RECs for new and existing systems for which the Bidder is not the System Owner;
- Documentation to qualify the system as being energized before June 1, 2015 for existing systems;
- Documentation to demonstrate the agreement of the Host for new systems for which the System Owner is not the Host.

Were you unable to provide the documentation above for some new or existing systems?

☐ Yes  ☐ No

If NO, please proceed to the next section.

If YES, please upload the duly completed Documentation Insert.

THE BIDDER PROVIDES THE DOCUMENTATION INSERT, AND ANY ADDITIONAL SUPPORTING DOCUMENTS, BY EMAIL OR UPLOAD TO THE APPLICATION WEBSITE. The Documentation Insert is also labelled INSERT #P1-3.

Name of Bidder

DOCUMENTATION INSERT (#P1-3)

THE INDIVIDUAL MAKING THE CERTIFICATION ON BEHALF OF THE BIDDER MUST BE AUTHORIZED TO UNDERTAKE CONTRACTS AND TO BIND THE BIDDER.

First Item: Size of System

The Bidder must certify to the following.

For each new system, if any, the size of the system provided in the Identification Worksheet is a reasonable estimate of the DC capacity output of the system and that such estimate is based on the equipment that is or will be installed, and the manufacturer’s specifications; and for each existing system, if any, the size provided is the DC capacity output of the system.

_________________________
Name of individual who can bind the Bidder

_________________________  _____________
Signature  Date

Second Item: Energized Date

Is the Energized Date for one or more systems presented in the Proposal on or before September 3, 2015?

☐ YES  ☐ NO

If NO, please proceed to the next item.

If YES, PLEASE PROVIDE THE INFORMATION REQUIRED BY THIS ITEM.
If the Proposal includes several systems energized on or before September 3, 2015, the bidder must fulfill this requirement for each such system. Please indicate the document that you will provide with the applicable DG contract to support the energized date:

- Interconnection Agreement for these systems
- Net metering application approval letter for these systems
- Final system inspection confirmation for these systems
- PJM-EIS GATS/M-RETS registration application and approval letter for these systems
- Permission to operate letter for these systems
- Other relevant documentation:

Please note that for each system included in the Proposal at least one REC must be associated with generation that occurs prior to May 31, 2016 or the system will be removed from the contract.

Please provide such documents by email or by upload to the Part 2 Form.

Third Item: Bidder-Owner Agreement

Are the Bidder and the System Owner different entities or individuals for at least one of the systems presented in the Proposal?

- [ ] YES
- [ ] NO

If NO, please proceed to the next item.

If YES, please provide the information required by this item.

For each system in the Identification Worksheet Insert for which the Bidder is not the name same as the System Owner in the Identification Worksheet Insert, the Bidder must show that it has ownership of the RECs for such system or that it has the contractual right to legally transfer or assign RECs from such system to a utility.

If the Proposal includes several systems for which the Bidder and System Owner are different individuals or entities, the Bidder must fulfill this requirement for each system for which the Bidder and the System Owner are different entities or individuals. Please indicate the document that you will provide:

- [ ] Signed contract for these systems
- [ ] Letter of Intent for these systems

Please provide such documents by email or by upload to the Part 2 Form.

Fourth Item: Host Acknowledgment

Are the System Owner and the Host different individuals or entities for at least one of the new systems presented in the Proposal?

- [ ] YES
- [ ] NO
If NO, this Insert is complete.
If YES, PLEASE PROVIDE THE INFORMATION REQUIRED BY THIS ITEM.

The Bidder must document the Host’s agreement to the installation and operation of the system. **IF THE PROPOSAL INCLUDES SEVERAL SYSTEMS FOR WHICH THE SYSTEM OWNER AND THE HOST ARE DIFFERENT INDIVIDUALS OR ENTITIES, THE BIDDER MUST FULFILL THIS REQUIREMENT FOR EACH SYSTEM FOR WHICH THE SYSTEM OWNER AND THE HOST ARE DIFFERENT ENTITIES OR INDIVIDUALS. THE BIDDER MUST FULFILL THIS REQUIREMENT FOR EACH NEW SYSTEM AND IT IS UNDERSTOOD THAT THIS MAY REQUIRE DOCUMENTATION FROM SEVERAL HOSTS. PLEASE INDICATE THE DOCUMENT THAT YOU WILL PROVIDE:**

☐ Host Acknowledgment for these systems 
☐ Agreement between Bidder and Host or between System Owner and Host for these systems 
☐ Letter of Intent from the Host for these systems 
☐ Other document regarding site control for these systems 

**PLEASE PROVIDE SUCH DOCUMENTS BY EMAIL OR BY UPLOAD TO THE PART 2 FORM.**

**THE PROCUREMENT ADMINISTRATOR MAY REQUIRE AN EXPLANATION ON THE NATURE OF THE DOCUMENT PROVIDED.**
2. Letter of Credit

A Bidder must provide an executed Letter of Credit in an amount sufficient to support the Bidder’s Bid; namely, this amount must be $8 times the number of RECs that the Bidder can win across all systems for the five (5) delivery years under the applicable supplier contracts. Please see Paragraph V.2.2 of the RFP Rules for the conditions under which payment under the Letter of Credit can be demanded from the Bidder.

The Letter of Credit must be in the form of the standard Letter of Credit provided as an appendix to the RFP Rules or include only those modifications to the standard Letter of Credit found acceptable by the IPA and posted to the procurement website.

The Letter of Credit must expire no earlier than August 15, 2016.

- If the Bidder has no Bids that are identified as winning Bids, the Letter of Credit will be cancelled as soon as practicable after the Commission decision on the results of the procurement event.
- If the Bidder has Bids that are approved by the Commission and all of the systems that are part of the winning Bids are existing systems, the Letter of Credit will be cancelled as soon as practicable after the IPA receives the Supplier Fees from the Bidder.
- If the Bidder has Bids that are approved by the Commission and some of the systems that are part of the winning Bids are new systems, the IPA will request an amendment to the amount of the Letter of Credit as soon as practicable after the IPA receives the Supplier Fee from the Bidder. The Letter of Credit will expire on the date stated as part of its terms unless the Bidder provides any special instructions for return of the Letter of Credit in the Part 2 Proposal.

The Letter of Credit need not exceed an amount of $788,480 (calculated as $8/REC times the Target of 19,712 in each of the five (5) Delivery Years).

Please indicate the amount of the Letter of Credit: _________.

The original of the executed Letter of Credit must be sent via overnight delivery service to: Illinois Power Agency, Attn: Charles Kudia, 160 North LaSalle Street, Suite C-504, Chicago, Illinois 60601, Phone: (312) 814-3273.

Do you wish to provide special instructions for the return of your Letter of Credit?

☐ Yes ☐ No

If NO, please proceed to the next section.

If YES, this item is optional. You may leave this item blank. Please provide any special instructions for return of the Letter of Credit.

Special Instructions for return of the Letter of Credit (optional)
3. Representations

The individual making the representations on behalf of the Bidder must be authorized to undertake contracts and to bind the Bidder.

The Bidder must make a number of representations with the Part 2 Proposal.

The Bidder submits these certifications by fully completing the P2 Certifications Insert prepared for this purpose. The Bidder provides the P2 Certifications Insert by email or by upload to the application website. The P2 Certifications Insert is available on the procurement website. The P2 Certifications Insert is also labelled INSERT #P2-1.

Name of Bidder

P2 Certifications Insert (#P2-1)

I, _______________ (an individual authorized to undertake contract and to bind the Bidder), certify that:

1. To the best of my knowledge and belief, all the information in the Proposal is true and accurate.

2. Other than such discussions necessary for the preparation of the Proposal, I have not disclosed, publicly or to any other party, any material information relating to the Proposal, including the systems presented as part of the Proposal; the Bids for such systems; or the Products for which Bids are presented.

3. The Bidder has taken reasonable precautions to advise parties with whom I have had such discussions as are necessary for preparing the Proposal that such information is and should remain confidential.

4. The Bidder has no material information relating to the Proposal of another party.

5. Bids submitted must remain binding until seventeen (17) business days after the Bid Date. Each Bid constitutes a binding and irrevocable offer to supply a REC of a Product at the price provided as the Bid and under the terms of each applicable supplier contract.

6. The Bidder agrees to pay the Supplier Fee in the amount specified by the IPA if the Bidder has Bids approved by the Commission.

7. The Bidder agrees that the Procurement Administrator will amend the Bid Form to reduce the quantity of RECs associated with the Bids using the procedure specified in the RFP Rules should the Bidder’s Letter of Credit not be sufficient to support its Bids.

8. The Bidder agrees that, if the Bidder has Bids approved by the Commission, the Bidder will execute the applicable supplier contracts, will submit all necessary supporting documentation, and will meet the credit requirements of the applicable supplier contracts in
the required timeframe.

9. The Bidder agrees that if a system does not deliver one REC on or before July 15, 2016, then such system will be removed from the applicable supplier contract and the IPA may draw upon the Letter of Credit.

10. The Bidder agrees that if a new system is not developed such that it does not deliver one REC on or before July 15, 2016, then the IPA may draw upon the Letter of Credit.

____________________________  _______________
Signature                       Date
4. Information to Prepare the Applicable Supplier Contracts

Each Bidder is asked, but is not required, to provide information to prepare the applicable supplier DG Contract documents. The applicable supplier contracts are prepared by Ameren and ComEd after the Procurement Administrator notifies the Bidder that the Bidder has Bids that are identified as winning Bids to the ICC.

**THE BIDDER SUBMITS ALL INFORMATION NECESSARY FOR THE PREPARATION OF THE APPLICABLE SUPPLIER CONTRACTS BY FULLY COMPLETING THE CONTRACT INSERT PREPARED FOR THIS PURPOSE.** **THE BIDDER PROVIDES THE CONTRACT INSERT BY EMAIL OR UPLOAD TO THE APPLICATION WEBSITE.** **THE CONTRACT INSERT IS AVAILABLE ON THE PROCUREMENT WEBSITE.** The Contract Insert is also labelled INSERT #P2-2.

*Are you providing the information to prepare the applicable supplier contracts?*

☐ Yes  ☐ No

**If NO,** Please be advised that **IF THE PROCUREMENT ADMINISTRATOR NOTIFIES THE BIDDER THAT THE BIDDER HAS BIDS THAT ARE IDENTIFIED AS WINNING BIDS TO THE ICC, THE BIDDER WILL BE REQUIRED TO PROVIDE ALL NECESSARY INFORMATION BY 12 PM (NOON) CPT ON THE DAY AFTER SUCH NOTIFICATION IS RECEIVED.** **If YES, PLEASE UPLOAD THE DULY COMPLETED CONTRACT INSERT.**

---

**Name of Bidder**

**CONTRACT INSERT (#P2-2)**

**First Item:** Ameren Contract

The information that you provide below will be used to complete the Notice to the (AIC DG) 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.*

(b) All Notices:

*Street Address*

*City*  *State*  *Zip Code*

*ATTN:*
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Telephone No. | Fax No. |
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Email Address:

DUNS | Federal Tax I.D. Number
------|-------------------------

(c) Invoices:

ATTN: 
Given Name(s) | Last Name | Mr/Mrs/Ms/Dr/(other) |
-------------|-----------|----------------------|
              |           |                      |
Telephone No. | Fax No. |
-------------|--------|

Email Address:

With a copy to:

ATTN: 
Given Name(s) | Last Name | Mr/Mrs/Ms/Dr/(other) |
-------------|-----------|----------------------|
              |           |                      |
Telephone No. | Fax No. |
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Email Address:

(d) Payments:

ATTN: 
Given Name(s) | Last Name | Mr/Mrs/Ms/Dr/(other) |
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Telephone No. | Fax No. |
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Email Address:

(e) Wire Transfer:

Bank

ABA | ACCT
-----|------

(f) ACH Transfer
Bank

ABA

ACCT

(g) Credit and Collections:

ATTN:

Given Name(s) Last Name Mr/Mrs/Ms/Dr/(other)

Telephone No. Fax No.

Email Address:

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

ATTN:

Given Name(s) Last Name Mr/Mrs/Ms/Dr/(other)

Telephone No. Fax No.

Email Address:

(i) Contact information for the individual signing the (AIC DG) REC Contract:

Given Name(s) Last Name Mr/Mrs/Ms/Dr/(other)

Title

(j) If Party A is relying on a Guarantor, please specify the name of the Guarantor here:

Guarantor

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

Second Item: ComEd Contract

1. Elections and Information Needed to Prepare the Cover Sheet

The information that you provide below will be used to complete the Cover Sheet to the (ComEd) Master DG Agreement. 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.*

(b) All Notices:

Street Address

City State Zip Code

ATTN:

Telephone Facsimile Email

DUNS Federal Tax I.D. Number

(c) Invoices:

ATTN:

Telephone Facsimile or Email

(d) REC Title Transfer:

ATTN:

Telephone Facsimile or Email

(e) Payments:

ATTN:

Telephone Facsimile or Email

(f) Wire Transfer:

BNK

ABA ACCT

(g) Credit and Collections:

ATTN:
Fall 2015 Procurement Events (DG RFP)
01 SEP 2015

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

ATTN:

Telephone
Facsimile
Email

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

Given Name(s)  Last Name  Mr/Mrs/Ms/Dr/(other)

Title

(j) Please choose only one of the two options below regarding ComEd’s eligibility to hold cash. (See applicable (ComEd) Master DG Agreement Cover Sheet amendment to Paragraph 10 of the Collateral Annex, Section VI, Subsection B):

Party B Eligibility to Hold Cash.

☐ Party B shall not be entitled to hold Performance Assurance in the form of Cash. Performance Assurance in the form of Cash shall be held in a Qualified Institution in accordance with the provisions of Paragraph 6(a)(ii)(B) of the Collateral Annex. Party B shall pay to Party A in accordance with the terms of the Collateral Annex the amount of interest, net of all fees, it receives from the Qualified Institution on any Performance Assurance in the form of Cash posted by Party A.
For the sake of clarity and the avoidance of doubt, Party A shall be responsible for the payment of all fees assessed by the Qualified Institution with respect to Performance Assurance posted by Party A.

☐ Party B shall be entitled to hold Performance Assurance in the form of Cash provided that the following conditions are satisfied: (1) it is not a Defaulting Party, (2), [Party B][Party B’s Guarantor] has a Credit Rating that is investment grade; and (3) Cash shall be held only in any jurisdiction within the United States. To the extent Party B is entitled to hold Cash, the Interest Rate payable to Party A on Cash shall be as selected below:

Party B Interest Rate.

☐ Federal Funds Effective Rate - the rate for that day opposite the caption "Federal Funds (Effective)” as set forth in the weekly statistical release designated as H.15(519), or any successor publication, published by the Board of Governors of the Federal Reserve System.

☒ Other - _____0%_______

(k) If Party A is relying on a Guarantor, please specify the name of the Guarantor here:
Guarantor

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

2. Elections and Information Needed to Prepare the Form of Guaranty

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

☐ Yes  ☐ No

If NO, the ComEd Contract Insert is complete.

If YES, please provide:

(i) The following information (required in the second introductory paragraph of the Guaranty) regarding the Bidder:

Whether the Bidder is a Corporation, Partnership, etc

Jurisdiction under whose laws the Bidder is existing and organized

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

Whether the Guarantor is a Corporation, Partnership, etc

Jurisdiction under whose laws the Guarantor is existing and organized

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

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

ATTN:

Street Address

City State Zip Code

Phone Number Fax
With a Copy to (optional):

**ATTN:**

**Street Address**

**City**

**State**

**Zip Code**

**Phone Number**

**Fax**

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

**Given Name(s)**

**Last Name**

**Mr/Mrs/Ms/Dr/(other)**

**Title**

(v) Please specify whether you are electing Option 1 or Option 2 in Paragraph 1 of the 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(s) (including, without limitation, indemnities, damages, fees and interest thereon, pursuant to the terms of the Agreement(s)). Notwithstanding anything to the contrary herein, the maximum aggregate liability of the Guarantor under this Guaranty shall

- [ ] **Option 1** [in no event exceed $______]
- [ ] **Option 2** [in no event exceed the Seller’s Exposure Amounts less the value of other liquid securities posted by the Seller under the Agreement(s).]

All such principal, interest, obligations and liabilities, collectively, are the “Guaranteed Obligations”. This Guaranty is a guarantee of payment and not of collection.
Is the Guarantor using the Form of Guaranty without any modifications and without electing any of the optional changes below?

☐ Yes  ☐ No

If yes, the ComEd 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) Introduction:
Terms not defined herein shall have the meanings given to them in the Master Renewable Energy Certificates Purchase and Sale Agreement dated __, 20__ (as amended, modified or extended from time to time, the “Master Agreement(s)”), between the Guaranteed Party and __, organized and existing under the laws of __ (the “Seller”). This Guaranty is made by Guarantor in consideration for, and as an inducement for the Guaranteed Party to enter into, the Agreement(s) and Confirmation(s) entered into with the Seller pursuant to the Renewable Energy Resources RFP (the “Transactions” together with the Master Agreement, the “Agreements”). Guarantor, subject to the terms and conditions hereof, hereby unconditionally, irrevocably and absolutely guarantees to the Guaranteed Party, upon written demand, the full and prompt payment when due, subject to any applicable grace period, of all payment obligations of the Seller to the Guaranteed Party arising out of the Agreement(s). Without limiting the generality of the foregoing, Guarantor further agrees as follows:

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

Do you want to adopt optional change #3?
☐ yes  ☐ no

(Optional Change #4) 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. The assignment rights of the Guaranteed Party will be in accordance with any applicable terms of the Agreement(s).

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 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. The assignment rights of the Guaranteed Party will be in accordance with any applicable terms of the Agreement(s).

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 or delayed; and provided further that 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 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(s).

Do you want to adopt optional change #6?
☐ yes  ☐ no
(Optional Change #7) 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. The assignment rights of the Guaranteed Party will be in accordance with the any applicable assignment terms under of the Agreement(s).

Do you want to adopt optional change #7?
☐ yes ☐ no

(Optional Change #8) Paragraph 9:
9. Other than as provided in this Guaranty, neither this Guaranty nor any provision hereof may be changed, waived, discharged or terminated except upon written agreement of the Guaranteed Party and the Guarantor.

Do you want to adopt optional change #8?
☐ yes ☐ no

(Optional Change #9) 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 #9?
☐ yes ☐ no

(Optional Change #10) 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; 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 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 #10?
☐ yes  ☐ no

(Optional Change #11) 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 New York 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 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 #11?
☐ yes  ☐ no

(Optional Change #12) 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 the 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 #12?
(Optional Change #13) Add Paragraph 17:
17. 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 #13?
☐ yes ☐ no

(Optional Change #14) Add Paragraph 18:
18. Notwithstanding anything to the contrary contained herein or in the Agreement(s), whether express or implied, 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 #14?
☐ yes ☐ no

(Optional Change #15) Add Paragraph 19:
19. 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(s) or otherwise, except for defenses arising out of the bankruptcy, insolvency, dissolution or liquidation of Seller.

Do you want to adopt optional change #15?
☐ yes ☐ no
5. Bids

**Reminderner:** Each Bidder submits its Bids electronically. The Procurement Administrator provides electronically to each Bidder qualified pursuant to a successful Part 1 Proposal the Bid Form as well as a set of instructions. These instructions guide the Bidder for completion of the Bid Form, for optional encryption of the Bid Form, for submission of the completed Bid Form to the Procurement Administrator via a secure file transfer interface, as well as instructions for email submission of Bids in case of technical difficulties with the electronic transfer.

**Bid Forms must be received between 8 AM and 12 PM on the Bid Date.**

**Important!** The Procurement Administrator also provides electronically to each Bidder qualified pursuant to a successful Part 1 Proposal information required for the submission of Bids, including a username, password, and security codes. This information is unique to each Bidder and allows the Procurement Administrator to authenticate the Bids received. The Bidder must either confirm that all such information and documents were received or the Bidder must request that such information and documents be re-issued.

**Please provide this confirmation below.**

- [ ] I confirm receipt of the Bid Form, instructions, and confidential information for the submission of Bids.
- **OR**
- [ ] I request that such information and documents be re-issued.
6. Justification of Omissions

If you are unable to provide any of the documents or information required in the Part 2 Proposal, please justify fully any omissions in the space provided below. If you want to provide additional information, please do so below.

If you want to provide additional documents, please provide these by email or by upload to the application website (below).