

**ILLINOIS POWER AGENCY
FALL 2015 PROCUREMENT EVENT
SUPPLEMENTAL PHOTOVOLTAIC RFP
APPENDIX 2: PART 1 FORM**

Pursuant to Illinois Public Act 98-0672, Section 1-56(i), signed into law on June 28, 2014, the Illinois Power Agency (“IPA”) filed a final Procurement Plan, which provides for the procurement of renewable energy credits (“RECs”) from photovoltaic systems through a Supplemental Photovoltaic Request for Proposals (“SPV RFP”).

The Part 1 Proposal consists of the online Part 1 Form and attachments that are uploaded to the application website (or sent to the Procurement Administrator via email). Before completing the Part 1 Form for the Supplemental Photovoltaic RFP (“SPV RFP”), please review the RFP Rules and the REC Purchase and Sale Agreement (“SPV Contract”) so that you understand the conditions under which the SPV RFP will be conducted. These documents are available on the procurement website, www.ipa-energyrfp.com.

By submitting a Part 1 Proposal in response to the SPV RFP, you agree to all the terms and conditions of the SPV 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”).

INSTRUCTIONS FOR PROPOSAL

Bidders use the online Part 1 Form and upload required documents to respond to the qualification standards of the RFP Rules. Bidders request logon credentials for the application website by completing the Qualification Registration Form on the procurement website at <http://ipa-energyrfp.com/qualification-registration/>.

The Procurement Administrator evaluates Bids submitted in accordance with this 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 1 Proposal Submission

Bidders must:

- Complete the online Part 1 Form in its entirety;
- Submit **one (1) copy** of any documents, including Inserts, required to support the Part 1 Form by email to Illinois-RFP@nera.com or by upload to the application website.

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

The online Part 1 Form must be submitted no later than 12 PM (noon) CPT on October 23, 2015 (the Part 1 Date).

Some of the documents required to support the Part 1 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 1 Form in tan boxes.** The format and exact content of the Inserts may differ from the illustrative Inserts provided through this Part 1 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.

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II. Part 1 Proposal Processing

The process for processing of the Proposal will be provided as a separate document to Bidders.

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PART 1 FORM

Bidders that previously qualified are generally able to confirm contact information provided in a previous Part 1 Proposal and that remains valid. Bidders may also rely on documentation with respect to previously presented systems.

1. Contact Information

First Item: Name and Address of the Bidder

Legal Name of Bidder

Street Address

City

State

Zip Code

Second Item: Representative(s) of the Bidder

The Bidder must identify the individual or individuals responsible for submission of the Proposal and provide full contact information for each individual, including address, phone number(s), and email address. These individuals, each a Representative of the Bidder or “Representative”, must be authorized to act on behalf of the Bidder. The Procurement Administrator sends all correspondence related to the procurement events to the Representatives, including confidential information required to submit Bids on the Bid Date. The Bidder may designate up to three (3) Representatives in addition to the one (1) designated in the Part 1 Form.

THE BIDDER DESIGNATES ONE (1) REPRESENTATIVE BY COMPLETING THE CONTACT INFORMATION FOR THE REPRESENTATIVE IN THE FIELDS BELOW.

Given Name(s) of Representative

Last Name of Representative

Mr/Mrs/Ms/Dr/(other)

Title

Street Address

City

State

Zip Code

Telephone No.

Alternate Telephone No. (if available)

Email Address

A BIDDER, WHETHER PREVIOUSLY QUALIFIED OR NOT, MUST INDICATE WHETHER THE REPRESENTATIVE IS DESIGNATING ONE OR MORE ADDITIONAL REPRESENTATIVE(S) BELOW:

Does the Bidder wish to designate additional Representatives to be copied on all communications from the Procurement Administrator?

Yes No

If NO, please proceed to the next item.

If YES, The Bidder may designate up to three (3) additional Representatives by fully completing the Representative Insert prepared for this purpose.

PLEASE FULLY COMPLETE THE REPRESENTATIVE INSERT. THE REPRESENTATIVE INSERT MAY BE PROVIDED BY EMAIL OR BY UPLOAD TO THE APPLICATION WEBSITE. THE REPRESENTATIVE INSERT IS AVAILABLE ON THE PROCUREMENT WEBSITE. The Representative Insert is also labelled INSERT #P1-1.

Name of Bidder

REPRESENTATIVE INSERT (#P1-1)
(SECOND ITEM IN SECTION 1 OF THE PART 1 FORM)

The Bidder may name up to three (3) Representatives, in addition to the Representative for which contact information is provided in the online Part 1 Form, by fully completing the fields below.

Contact Information for Additional Representative #1

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

Title

Street Address

City

State

Zip Code

Telephone No.

Alternate Telephone No. (if available)

Email Address

Contact Information for Additional Representative #2

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

Title

Street Address

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<i>City</i>	<i>State</i>	<i>Zip Code</i>
<i>Telephone No.</i>	<i>Alternate Telephone No. (if available)</i>	<i>Email Address</i>
Contact Information for Additional Representative #3		
<i>Given Name(s)</i>	<i>Last Name</i>	<i>Mr/Mrs/Ms/Dr/(other)</i>
<i>Title</i>		
<i>Street Address</i>		
<i>City</i>	<i>State</i>	<i>Zip Code</i>
<i>Telephone No.</i>	<i>Alternate Telephone No. (if available)</i>	<i>Email Address</i>

Third Item: Role of the Bidder

The Bidder must describe its role in the development and operation of the systems presented as part of the Proposal. **PLEASE INDICATE BELOW WHETHER THE BIDDER’S ROLE IS THAT OF A SYSTEM OWNER, DEVELOPER, AGGREGATOR, OR AGENT FOR THE SYSTEM OWNER. IF THE BIDDER HAS SOME OTHER ROLE, PLEASE DESCRIBE IT IN THE FIELD PROVIDED.**

What is the Bidder’s role in the development and operation of the systems?

- System Owner
- Developer
- Aggregator
- Agent for the System Owner

If the Bidder’s role does not fit the categories above, or if you wish to provide additional information, please do so in the space provided below.

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2. Identified Systems

Does your Proposal include identified systems, either in the Sub-25 Category or the 25-Plus Category?

Yes

No

If NO, please proceed to the next section.

If YES, please provide the information required by this section for each such system presented as part of the Proposal. Only Bidders whose Proposal consists solely of a forecast quantity of RECs from systems in the Sub-25 Category that are not yet identified as of the opening of the Part 1 Window are exempt from the requirements of this section.

First Item: System Characteristics

The information required by this section must be provided separately and completely for each identified system. The size of each system must not exceed 2,000 kW.

THE BIDDER IS ASKED TO PROVIDE ALL INFORMATION REQUIRED REGARDING THE SYSTEMS' CHARACTERISTICS BY FULLY COMPLETING THE WORKSHEET INSERT PREPARED FOR THIS PURPOSE. THE BIDDER PROVIDES THE WORKSHEET INSERT BY EMAIL OR UPLOAD TO THE APPLICATION WEBSITE. THE WORKSHEET INSERT IS AVAILABLE ON THE PROCUREMENT WEBSITE. The Worksheet Insert is also labelled INSERT #P1-2.

Name of Bidder

WORKSHEET INSERT (#P 1-2)

In accordance with the Part 1 Proposal Requirements provided in the SPV RFP Rules, a bidder in the SPV Procurement must provide the information requested by all fields below for each system in order to qualify for this procurement event.

Name of Bidder

How many systems are you including in your proposal?

		Generate columns.	Clear ALL
Please complete the worksheet for each System.			1
a)	Name of System (optional)		
b)	System size	kW (to 2 decimals)	
c)	Name of System Owner	Company name (if applicable)	
		Name (First and Last)	
		Telephone No.	
		Email Address	
d)	System Location	Title	
		Street Address 1	
		Street Address 2	
e)	Host (owner of system location) <i>Companies must provide a contact person.</i>	City, State Zip	
		Company name (if applicable)	
		Name (First and Last)	
		Telephone No.	
f)	Interconnecting utility	Email Address	
		Title	
		Ameren, ComEd, or specify other:	
g)	Customer Account	Customer Account Number	
h)	Date Energized	(MM/DD/YYYY) <i>If unknown, enter 11/12/2016</i>	
i)	Tracking system	M-RETS or GATS:	
j)	Name of Seller (will transfer REC's to IPA and take payment)	Company name (if applicable)	
		Name (First and Last)	
		Telephone No.	
		Email Address	
k)	Previously Presented in a procurement event	Title	
		<i>Indicate the RFP (DG RFP or SPV RFP)</i>	
	Unique Identifier	From previous procurement event	
l)	Justification of Omissions	<i>Explain any missing information</i>	

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Second Item: Documentation for System Characteristics

A Bidder must also provide documentation for their systems' characteristics.

BIDDERS PROVIDE THIS DOCUMENTATION BY FULLY COMPLETING THE BACKUP INSERT PREPARED FOR THIS PURPOSE. THE BIDDER PROVIDES THE BACKUP INSERT, AND ANY REQUIRED DOCUMENTATION, BY EMAIL OR UPLOAD TO THE APPLICATION WEBSITE. THE BACKUP INSERT IS AVAILABLE ON THE PROCUREMENT WEBSITE. The Backup Insert is also labelled INSERT #P1-3.

Name of Bidder

BACKUP INSERT (#P 1-3)
(SECOND ITEM IN SECTION 2 OF THE PART 1 FORM)

IF YOU ARE COMPLETING THIS INSERT FOR MULTIPLE SELLERS, PLEASE SEE OUR INSTRUCTIONS FOR COMBINING PDFs.

First Item: Size of System

The Bidder must obtain the following certification from the Seller.

If some or all of the Bids in this Proposal are successful, _____ (Company name of Seller) will be counterparty to the SPV Contract for some or all of the systems described in the Worksheet Insert (#P1-2). For each of these systems, I, _____ (name of individual signing for Seller) certify that, to the best of my knowledge and belief, the size provided in the Worksheet Insert (#P1-2) 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.

Signature for Seller

Date

If the Bidder is presenting a Proposal for which there are multiple Sellers, this certification must be provided for each Seller. The Bidder can submit one Backup Insert for each Seller.

Second Item: Energized Date

Is the Energized Date for one or more systems presented in the Proposal on or before October 8, 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 OCTOBER 8, 2015, THE BIDDER MUST FULFILL THIS REQUIREMENT FOR EACH SUCH SYSTEM. PLEASE INDICATE THE TYPES OF DOCUMENTS THAT YOU WILL PROVIDE WITH THE SPV CONTRACT TO SUPPORT THE ENERGIZED DATE:

- Interconnection Agreement
- Net metering application approval letter
- Final system inspection confirmation
- PJM-EIS GATS/M-RETS registration application and approval letter
- Permission to operate letter
- Certificate of Completion
- Other relevant documentation: _____ [please specify]

PLEASE PROVIDE SUCH DOCUMENTS BY EMAIL OR BY UPLOAD TO THE PART 1 FORM. If the document is unavailable for a particular system at this time, please identify the system and justify this omission below:

Third Item: Seller-Owner Agreement

Are the Seller 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.

The Bidder must document that the System Owner will provide either unconditioned title to the RECs or the right to legally transfer RECs to the Seller. The Seller will be responsible for transferring the RECs to the IPA under the SPV Contract. Such documentation includes a signed contract or letter of intent between the Seller and system owner.

IF THE PROPOSAL INCLUDES SEVERAL SYSTEMS FOR WHICH THE SELLER AND SYSTEM OWNER ARE DIFFERENT INDIVIDUALS OR ENTITIES, THE BIDDER MUST FULFILL THIS REQUIREMENT FOR EACH SYSTEM FOR WHICH THE SELLER AND THE SYSTEM OWNER ARE DIFFERENT ENTITIES OR INDIVIDUALS. PLEASE INDICATE THE TYPES OF DOCUMENTS THAT YOU WILL PROVIDE TO FULFILL THIS REQUIREMENT:

- Signed contract
- Letter of Intent
- Certification by the Seller that the Seller has acquired or will acquire from the System Owners unconditioned title to the RECs
- Certification by the Seller that the Seller has acquired or will acquire from the System Owners the right to legally transfer such RECs to the IPA under the SPV Contract

PLEASE PROVIDE SUCH DOCUMENTS BY EMAIL OR BY UPLOAD TO THE PART 1 FORM. If the document is unavailable for a particular system at this time, please identify the system and justify this omission below:

Fourth Item: Host Acknowledgment

Are the System Owner and the Host different individuals or entities for at least one of the 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 that the Host has agreed to the installation of the system. **IF THE**

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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. PLEASE INDICATE THE TYPES OF DOCUMENTS THAT YOU WILL PROVIDE TO FULFILL THIS REQUIREMENT:

- Host Acknowledgment (Appendix C of the SPV Contract)
- Agreement between Seller and Host, or between System Owner and Host
- Letter of Intent from the Host
- Other document regarding site control _____ [please specify]

PLEASE PROVIDE SUCH DOCUMENTS BY EMAIL OR BY UPLOAD TO THE PART 1 FORM. If the document is unavailable for a particular system at this time, please identify the system and justify this omission below:

THE PROCUREMENT ADMINISTRATOR MAY REQUIRE AN EXPLANATION ON THE NATURE OF THE DOCUMENT PROVIDED.

3. Forecast Quantities

A Bidder including a forecast quantity of RECs in the Proposal must meet certain conditions as follows:

- (i) **If a Bidder is not including any identified systems in its Proposal** the Bidder must specify a forecast quantity of at least 500 RECs.
- (ii) **If a Bidder is including both a forecast quantity of RECs and identified systems in the Sub-25 Category in its Proposal**, then the sum of the forecast quantity and the RECs associated with an identified system included in the Proposal must be at least 500 RECs.

A Bidder whose Proposal includes identified systems in the Sub-25 Category that together are associated with fewer than 500 RECs must provide a forecast quantity of at least the difference between 500 RECs and the number of RECs associated with the identified systems in the Sub-25 Category.

Does your proposal include a forecast quantity of RECs from systems in the Sub-25 Category that are not yet identified?

Yes

No

If NO, please proceed to the next section.

If YES, PLEASE PROVIDE THE FOLLOWING INFORMATION.

How many forecast quantity RECs are included in your Proposal? _____

First Item: Aggregator of Forecast Quantity RECs

A Bidder planning to include a forecast quantity of RECs in the Proposal must identify one (1) Seller as being an aggregator that would sign the SPV Contract for the forecast quantity.

PLEASE PROVIDE THE NAME OF SIGNATORY OF THE SELLER, THE COMPANY AND THE CONTACT INFORMATION FOR THE SELLER WHO WOULD SIGN THE SPV CONTRACT FOR THE FORECAST QUANTITY.

Given Name(s) of Seller Signatory

Last Name of Seller Signatory

Mr/Mrs/Ms/Dr/(other)

Title

Company (if left blank, please explain in the justification of omissions)

Street Address

City

State

Zip Code

Telephone No.

Alternate Telephone No. (if available)

Email Address

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Second Item: Certifications for a Forecast Quantity of RECs

A Bidder that includes a forecast quantity of RECs in its Proposal is required to present a number of certifications from the Seller.

THE BIDDER SUBMITS THESE CERTIFICATIONS BY FULLY COMPLETING THE P1 SPECULATIVE INSERT PREPARED FOR THIS PURPOSE. THE BIDDER PROVIDES THE P1 SPECULATIVE INSERT BY EMAIL OR UPLOAD TO THE APPLICATION WEBSITE. THE P1 SPECULATIVE INSERT IS AVAILABLE ON THE PROCUREMENT WEBSITE. The P1 Speculative Insert is also labelled INSERT #P1-4.

Name of Bidder

P1 SPECULATIVE INSERT (#P1-4)
(SECOND ITEM IN SECTION 3 OF THE PART 1 FORM)

The following certifications must be signed by one (1) Seller, acting as aggregator, who would sign the SPV Contract for the forecast quantity.

The Seller, _____ [Company name of Seller], does certify that:

1. The Seller is an Aggregator as this term is defined in the Supplemental Photovoltaic Procurement Plan.
2. The Seller agrees to accept the Illinois State Requirements, provided as Appendix A to the SPV Contract, including the requirement to be authorized to do business in Illinois prior to submission of Bids.
3. The entire forecast quantity consists of systems in the Sub-25 Category that are not yet identified. The Seller understands and agrees that under the terms of the SPV Contract, no portion of the forecast quantity can be used for systems in the 25-Plus Category.
4. The Seller undertakes to identify all systems associated with the forecast quantity within six (6) months of the Bid Date. The Seller understands and agrees that failure to meet this deadline may result in forfeiture of the deposit or a draw on the Letter of Credit provided by the Seller.
5. The Seller plans to acquire either unconditioned title to or right to legally transfer RECs from the systems that will be identified through contracts with System Owners.

Signature

Date

Name of individual signing for Seller

Title of individual

4. Representations and Additional Requirements

First Item: Certifications

A Seller is required to make the certifications detailed in the RFP Rules.

THE BIDDER SUBMITS THESE CERTIFICATIONS BY FULLY COMPLETING THE P1 CERTIFICATIONS INSERT PREPARED FOR THIS PURPOSE. THE BIDDER PROVIDES THE P1 CERTIFICATIONS INSERT BY EMAIL OR UPLOAD TO THE APPLICATION WEBSITE. IF THE BIDDER IS PRESENTING A PROPOSAL WITH MULTIPLE SELLERS, EACH SUCH SELLER MUST PROVIDE A DULY COMPLETED INSERT. THE P1 CERTIFICATIONS INSERT IS AVAILABLE ON THE PROCUREMENT WEBSITE. The P1 Certifications Insert is also labelled INSERT #P1-5.

Name of Bidder

P1 CERTIFICATIONS INSERT (#P1-5)
(FIRST ITEM IN SECTION 4 OF THE PART 1 FORM)

IF YOU ARE COMPLETING THIS INSERT FOR MULTIPLE SELLERS, PLEASE SEE OUR INSTRUCTIONS FOR COMBINING PDFs.

The Seller, _____ [Company name of Seller], does certify that:

1. The Seller understands and agrees to the terms of the SPV Contract.
2. The Seller agrees to accept the Illinois State Requirements, provided as Appendix A to the SPV Contract, as well as the IPA's procedures for contract administration.
3. The Seller understands and agrees to be bound by the restrictions in the SPV Contract on the ability to change the system size or substitute systems once an SPV Contract has been executed and by the restrictions placed on the earliest date by which a Seller with an award based on a forecast quantity may identify systems for that forecast quantity.
4. The characteristics of the systems presented in the Proposal, including the proposed size (and including other characteristics if so specified for identified systems), are true and accurate to the best of the Seller's knowledge and belief.
5. None of the systems presented in the Proposal have been selected as part of winning Bids in a previous procurement event under the SPV RFP or the DG RFP.
6. Each system has been or will be installed by qualified persons as this term is defined in section 1-56(i) of the Illinois Power Agency Act (20 ILCS 3855/1-56(i)).
7. A revenue quality meter has been or will be installed to measure the output of the system, compliant with the determination made by the Illinois Power Agency in its document "Revenue-Quality Metering Accuracy Standard and Acceptable Technologies".
8. The system is located, or will be located when installed, on the customer side of a Customer's electric meter and the system is, or will be primarily used to offset that customer's electricity load.
9. The system is or will be interconnected to the distribution system of an interconnecting

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distribution company in Illinois (an electric utility, alternative retail electric supplier, municipal utility, or rural electric cooperative located in Illinois). If the system is identified but not yet interconnected, the Seller has investigated that a system of the proposed size can be interconnected to the applicable distribution company.

10. The system is or will be registered in PJM-EIS GATS or M-RETS.

Signature

Date

Name of individual signing for Seller

Title of individual

Second Item: Comments on Changes to the Letters of Credit

A Bidder must, in its Part 2 Proposal, submit bid assurance collateral in the form of a cash deposit or a Pre-Bid Letter of Credit. If the Bidder is submitting a Pre-Bid Letter of Credit, this Pre-Bid Letter of Credit must be in the form of the Standard Pre-Bid Letter of Credit or incorporate only modifications approved by the IPA and posted to the procurement website. The Standard Pre-Bid Letter of Credit is provided as Appendix 6 of these RFP Rules. During the term of the SPV Contract, a Bidder that uses a letter of credit to post security must use the Form of Letter of Credit provided as Appendix B to the SPV Contract (also called the “Standard Post-Bid Letter of Credit”).

A Bidder may, in its Part 1 Proposal, provide comments on or propose modifications to: (i) the Standard Pre-Bid Letter of Credit (Pre-Bid “LC”); and (ii) the Standard Post-Bid Letter of Credit (Post-Bid “LC”). **THE BIDDER PROVIDES COMMENTS BY FULLY COMPLETING THE LC COMMENT INSERT PREPARED FOR THIS PURPOSE. THE BIDDER PROVIDES THE LC COMMENT INSERT BY EMAIL OR UPLOAD TO THE APPLICATION WEBSITE. THE LC COMMENT INSERT IS AVAILABLE ON THE PROCUREMENT WEBSITE.** The LC Comment Insert is also labelled INSERT #P1-6.

OPTIONAL.

Name of Bidder

LC COMMENT INSERT (#P 1-6)
(SECOND ITEM IN SECTION 4 OF THE PART 1 FORM)

You may propose modifications to any of the paragraphs in both the Pre-Bid Letter of Credit and the Post-Bid Letter of Credit. Please provide such modifications by tracking your changes in the boxes below.

Pre-Bid Letter of Credit

[On Issuing Bank's Letterhead]

IRREVOCABLE STANDBY LETTER OF CREDIT

_____ (“Date of Issuance”)

Letter of Credit No. _____

Beneficiary:

Illinois Power Agency (“IPA”)
Attn: Charles Kudia
160 North LaSalle Street, Suite C-504
Chicago, Illinois 60601
Phone (312) 814-3273

Applicant:

[Name of Applicant]
[Address]

1. We, _____ (the “Issuing Bank”), hereby establish this Irrevocable Standby Letter of Credit (this “Letter of Credit”) in your favor in the amount of USD \$ _____, effective immediately and available to you at sight upon demand at our counters at _____ [designate Issuing Bank's location for presentments] and expiring at 5 PM (Eastern Prevailing time) on December 9, 2015 (the “Expiration Date”), unless terminated earlier in accordance with the provisions of Paragraph 9 hereof.

2. This Letter of Credit is issued at the request and for the account of _____ (including its successors and assigns). This Letter of Credit may be drawn by presenting the documents required by paragraph 3 hereof, including your drawing certificate stating that:

- a) “after submission of the part 1 proposal the Seller has disclosed, publicly or to a party other than those involved in the preparation of the proposal, material information relating to the proposal”; or
- b) “the Seller or other parties involved in the presentation of the proposal have made a material omission or misrepresentation in the part 1 proposal or the part 2 proposal submitted in connection with the Procurement Event”; or
- c) “the Seller has failed to execute the applicable supplier contract within ten (10) business days of the bid date or has failed to provide the required deposit within fourteen (14) calendar days of the Illinois Commerce Commission approving its winning bids”.

3. We hereby irrevocably authorize you to draw on us, in accordance with the terms and conditions hereof, up to the amount available under this Letter of Credit from time to time, subject to reduction as provided in Paragraph 8. A partial or full drawing hereunder may be

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presented by you on any Business Day on or prior to the Expiration Date by delivering or transmitting to the Issuing Bank at _____ [U.S. address], (a) a notice executed by you substantially in the form of Annex 1 hereto, appropriately completed and duly signed by an Authorized Officer of the IPA, and (b) your draft substantially in the form of Annex 2 hereto, appropriately completed and duly signed by an Authorized Officer of the IPA.

4. Drafts, document(s) and other communications hereunder may be presented or delivered to us by facsimile transmission. Presentation of documents to effect a draw by facsimile must be made to the following facsimile number: _____, and confirmed by telephone to us at the following number(s): _____. In the event of a presentation via facsimile transmission, no mail confirmation is necessary and the facsimile transmission will constitute the operative drawing documents.

5. We will honor a drawing hereunder made in compliance with the terms and provisions of this Letter of Credit by transferring in immediately available funds the amount specified in your draft (or so much thereof as is available hereunder) delivered or transmitted to us in connection with such drawing to the account designated as provided below, by 3 PM (Eastern Prevailing time) on the date of such drawing, if delivery or transmission of the requisite documents pursuant to Paragraph 3 hereof is made prior to 11 AM (Eastern Prevailing time) on a Business Day, but at the opening of business on the first Business Day next succeeding the date of such drawing if delivery or transmission of the requisite documents pursuant to Paragraph 3 hereof is made on or after 11 AM (Eastern Prevailing time) on any Business Day.

6. If a demand for payment made by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give you notice not later than the time provided in Paragraph 5 above for honor of a drawing presented to us, that the demand for payment was not effected in accordance with the terms and conditions of this Letter of Credit, stating the reasons why the demand for payment was not so effected, and that we will upon your instructions hold any documents at your disposal or return the same to you. Upon being notified that the demand for payment was not effected in conformity with this Letter of Credit, you may attempt to correct any such non-conforming demand for payment to the extent that you are entitled to do so, provided, however, in such event a conforming demand for payment must be timely made in accordance with the terms of this Letter of Credit.

7. Payments made by us under this Letter of Credit shall be transmitted to the IPA according to instructions provided in writing to us by an Authorized Officer of the IPA.

8. Partial drawings are permitted hereunder and multiple presentations are permitted hereunder. The amount available for drawing by you under this Letter of Credit shall be automatically reduced by the amount of any drawings paid through us referencing this Letter of Credit. Presentation of demands for drawings in amounts that exceed the amount available to be drawn hereunder shall not be deemed a failure to comply with the requirements of Paragraph 3 hereof, provided that the amounts payable on any such demand shall thus be limited to the amount then available to be drawn under this Letter of Credit.

9. This Letter of Credit shall terminate on the earliest of: (a) the date you have made drawings which exhaust the amount available to be drawn under this Letter of Credit; (b) the

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date we receive from you a Certificate of Cancellation in the form of Annex 3 hereto together with the original of this Letter of Credit (and subsequent amendments, if any) returned for cancellation; or (c) 5 PM (Eastern Prevailing time) on the Expiration Date.

10. This Letter of Credit is not transferable, and except as otherwise expressly stated herein, is subject to the Uniform Customs and Practice for Documentary Credits – 2007 revision, International Chamber of Commerce Publication No. 600, (the “UCP”). All banking charges are for the account of the Applicant. This Letter of Credit shall, as to matters not governed by the UCP, be governed and construed in accordance with New York law, without regard to principles of conflicts of law.

11. Article 36 of the UCP as it applies to this Letter of Credit is hereby modified to provide as follows:

If on the last Business Day for presentation the place for presentation stated in this Letter of Credit is for any reason closed, then the last day for presentation is automatically extended to the day occurring thirty calendar days after the place for presentation re-opens for business.

Article 36 of the UCP as it applies to this Letter of Credit is hereby further modified by providing that any alternate place for presentation we may designate pursuant to this rule must be in the United States.

12. As used herein:

“Authorized Officer” shall mean Director, Chief Legal Counsel, Chief Operating Officer or Chief Fiscal Officer.

“Seller” is _____, the party or parties that will sign the applicable supplier contract should the bids in the proposal submitted to the Procurement Event be approved.

“Business Day” shall mean any day on which Federal Reserve Banks and Branches are open for business, such that payments can be effected on the Fedwire system.

“Procurement Event” shall mean the request for proposals, the evaluation of proposals and bids for renewable energy credits from distributed renewable energy generation devices, and the execution of the supplier contract with the Illinois Power Agency as a counterparty pursuant to the Supplemental Photovoltaic Procurement Plan, as proposed by the Illinois Power Agency and approved by the Illinois Commerce Commission in Docket No. 14-0651.

13. This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, changed, amplified or limited by reference to any document, instrument or agreement referred to herein, except for Annexes 1 through 3 hereto and the notices referred to herein; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except as set forth above. Except as otherwise expressly stated herein, this Letter of Credit may not be amended or modified by us without the consent of an Authorized Officer of the beneficiary.

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14. We, the Issuing Bank, certify that as of the Date of Issuance our senior unsecured debt is rated by at least one of Standard & Poor's (S&P), Moody's Investors Service (Moody's), and Fitch Ratings (Fitch). We hereby certify that our senior unsecured debt is rated "A-" or better by S&P, or is rated "A3" or better by Moody's, or is rated "A-" or better by Fitch. If affiliated with a foreign bank, we further certify we are a U.S. branch office of such foreign bank and that as of the Date of Issuance of this Letter of Credit, our senior unsecured debt meets the ratings requirement of this paragraph.

15. This original Letter of Credit is being sent to Chief Operating Officer, Illinois Power Agency, 160 N. LaSalle Street, Suite C-504, Chicago, IL 60601. The aggregate amount paid to the IPA during the validity of this Letter of Credit will not exceed the amount of this Letter of Credit. Any demands or communications in the form of the attached Annexes or other communications directed to us under this Letter of Credit must be signed by an Authorized Officer of the IPA. Acceptance or rejection of any amendments to this Letter of Credit must be signed by an Authorized Officer of the IPA.

Very truly yours,
[Issuing Bank]

Signature: _____
Name:
Title:

Date: _____

Annex 1 TO LETTER OF CREDIT

DRAWING CERTIFICATE UNDER LETTER OF CREDIT NO. _____

_____, 20__

To: [Issuing Bank]
[Address]

Attention: Standby Letter of Credit Unit

Ladies and Gentlemen:

The undersigned is making a drawing under your Letter of Credit No.
_____ (the "Letter of Credit") in the amount specified below and hereby certifies to

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you as follows:

1. Capitalized terms used herein that are not defined herein shall have the meanings ascribed thereto in the Letter of Credit.
2. The undersigned is making a drawing under the Letter of Credit. The amount to be received by the IPA is (USD) \$_____.
3. Pursuant to Paragraph 2 of the Letter of Credit No. _____, dated _____, the undersigned is entitled to make a drawing under the Letter of Credit inasmuch as the Bidder has _____ [state a reason from conditions (a) – (c) of Paragraph 2 of the Letter of Credit].
4. The undersigned acknowledges that, upon your honoring the drawing herein requested, the amount of the Letter of Credit available for drawing shall be automatically decreased by the amount of this drawing honored by you.

Very truly yours,

Illinois Power Agency

By _____

Name:

Title:

Date:

cc: _____ [Applicant]

Annex 2 to LETTER OF CREDIT

SIGHT DRAFT

Amount: \$_____

Date: _____, 20__

At sight, pay to the order of the Illinois Power Agency the sum of
_____ U.S. Dollars.

Drawn under Irrevocable Standby Letter of Credit No. _____ of
_____ [identify Issuing Bank] dated _____

_____, 20__.

To: _____ [Issuing Bank]
_____ [Address]

Illinois Power Agency

By _____
Name:
Title:
Date:

Annex 3 to LETTER OF CREDIT

CERTIFICATE OF CANCELLATION

_____, 20__

To: [Issuing Bank]
[Address]

Attention: Standby Letter of Credit Unit/Your Letter of Credit No. _____

Ladies and Gentlemen:

The undersigned hereby certifies to you that the above-referenced Letter of Credit may be cancelled without further payment. Attached hereto is the original Letter of Credit (and subsequent amendments, if any), marked cancelled.

Illinois Power Agency

By _____
Name:
Title:
Date:

cc: _____ [Applicant]

Post-Bid Letter of Credit

IRREVOCABLE LETTER OF CREDIT NO. _____

ISSUE DATE: _____

EXPIRY DATE: _____

APPLICANT

[**Applicant Name**]

[**Applicant Address**]

BENEFICIARY

Illinois Power Agency

160 North LaSalle Street, Suite C-504

Chicago, Illinois 60601

ATTENTION: Mr. Anthony Star, Director

EXPIRY DATE: [*insert date*]

CURRENCY AMOUNT

USD \$ [*insert amount*]

WE HEREBY ISSUE IN YOUR FAVOR OUR IRREVOCABLE LETTER OF CREDIT NO:

[_____] BY ORDER OF AND FOR THE ACCOUNT OF [*Applicant Name*], [*Applicant Address*] FOR AN AMOUNT OR AMOUNTS NOT TO EXCEED IN THE AGGREGATE

[_____] AND 00/100 UNITED STATES DOLLARS (USD[_____])

AVAILABLE BY YOUR DRAFT(S) AT SIGHT ON [**Name of Issuer**] (“ISSUER”) LOCATED AT [**Issuer Address**].

THIS LETTER OF CREDIT IS EFFECTIVE FROM [_____, 20[___]] AND SHALL EXPIRE ON [_____, ____] AT OUR COUNTERS, PROVIDED THAT THIS LETTER OF CREDIT SHALL BE DEEMED TO BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE (1) YEAR FROM THE EXPIRY DATE HEREOF, OR ANY FUTURE EXPIRY DATE, UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRY DATE WE NOTIFY YOU BY REGISTERED MAIL RETURN RECEIPT REQUESTED OR COURIER (WITH DELIVERY CONFIRMED IN WRITING) THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR ANY SUCH ADDITIONAL PERIOD. UPON RECEIPT BY YOU OF SUCH NOTICE AND IF A SUBSTITUTE LETTER OF CREDIT IN FORM, SUBSTANCE AND AMOUNT ACCEPTABLE TO YOU IS NOT PROVIDED TO YOU BY OR ON BEHALF OF THE APPLICANT AT LEAST THIRTY (30) DAYS PRIOR TO THE THEN CURRENT EXPIRY DATE IN EFFECT AT THE TIME OF NOTICE, THEN YOU MAY DRAW DOWN THIS LETTER OF CREDIT UP TO THE AVAILABLE AMOUNT (i.e., ORIGINAL AMOUNT OF THIS LETTER OF CREDIT NOTED ABOVE REDUCED BY AMOUNT OF PRIOR PAID DRAWINGS).

THIS LETTER OF CREDIT IS PRESENTABLE AND PAYABLE AT OUR COUNTERS AND WE HEREBY ENGAGE WITH YOU THAT DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE HONORED ON PRESENTATION IF ACCOMPANIED BY THE REQUIRED DOCUMENTS PURSUANT TO THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT.

THE BELOW MENTIONED DOCUMENT(S) MUST BE PRESENTED ON OR BEFORE THE EXPIRY DATE OF THIS INSTRUMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT.

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1. YOUR SIGNED AND DATED STATEMENT, IN THE FORM OF ANNEX 1 ATTACHED HERETO; AND
2. THIS ORIGINAL LETTER OF CREDIT AND ANY AMENDMENT(S).

PRESENTATION OF ANY DRAWING MAY BE MADE BY HAND-DELIVERY, EXPRESS COURIER, OR CERTIFIED MAIL AT THE FOLLOWING ADDRESS:

[Issuer]

[Issuer's Address]

PH: [() -]

ATTENTION: []

DRAWINGS PRESENTED BY TELEFACSIMILE ("FAX") TO FAX NO. [] ARE ALSO ACCEPTABLE PROVIDED THAT SUCH FAX PRESENTATION IS MADE ON OR BEFORE THE EXPIRY DATE AND THE ORIGINAL DRAWING CERTIFICATES ARE SIMULTANEOUSLY FORWARDED BY OVERNIGHT COURIER SERVICE TO THE ABOVE ADDRESS, BUT THE FAILURE OF THE COURIER SERVICE TO TIMELY DELIVER SHALL NOT AFFECT THE EFFECTIVENESS OF THE FAX PRESENTATION.

IF A DRAWING IS MADE BY YOU HEREUNDER AT OR BEFORE 11:00 A.M., NEW YORK TIME, ON A BUSINESS DAY (AS HEREINAFTER DEFINED) IN CONFORMANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT, PAYMENT SHALL BE MADE TO YOU IN IMMEDIATELY AVAILABLE FUNDS AT OR BEFORE 4:00 P.M., NEW YORK TIME, ON THE NEXT FOLLOWING BUSINESS DAY. IF A DRAWING IS MADE BY YOU HEREUNDER AFTER 11:00 A.M., NEW YORK TIME, ON A BUSINESS DAY IN CONFORMANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT, PAYMENT SHALL BE MADE TO YOU IN IMMEDIATELY AVAILABLE FUNDS AT OR BEFORE 3:00 P.M., NEW YORK TIME, ON THE SECOND BUSINESS DAY THEREAFTER.

THIS LETTER OF CREDIT MAY BE TERMINATED UPON BENEFICIARY'S RECEIPT OF FULL PAYMENT FROM THE APPLICANT AND ISSUER'S RECEIPT OF A WRITTEN RELEASE FROM THE BENEFICIARY RELEASING THE ISSUER FROM ITS OBLIGATIONS UNDER THIS LETTER OF CREDIT.

THE TERM "BUSINESS DAY" AS USED HEREIN MEANS ANY DAY OTHER THAN (I) A SATURDAY, (II) A SUNDAY, OR (III) A DAY ON WHICH BANKING INSTITUTIONS LOCATED IN THE CITY OF NEW YORK, NEW YORK ARE REQUIRED OR AUTHORIZED BY LAW TO BE CLOSED.

APPLICANT'S FILING OF A BANKRUPTCY, RECEIVERSHIP OR OTHER DEBTOR-RELIEF PETITION, AND/OR APPLICANT'S DISCHARGE THEREUNDER, SHALL IN NO WAY AFFECT THE LIABILITY OF THE ISSUER UNDER THIS LETTER OF CREDIT AND, AS A RESULT, THE ISSUER SHALL ALWAYS REMAIN LIABLE TO THE BENEFICIARY FOR THE FULL AMOUNT OF THIS LETTER OF CREDIT, NOTWITHSTANDING SAID BANKRUPTCY, RECEIVERSHIP, PETITION OR DISCHARGE - NOT TO EXCEED THE AVAILABLE AMOUNT OF THIS LETTER OF CREDIT.

ADDITIONAL TERMS AND CONDITIONS:

1. ALL COMMISSIONS AND OTHER BANKING CHARGES WITH RESPECT TO THIS LETTER OF CREDIT WILL BE BORNE BY THE APPLICANT.
2. THIS LETTER OF CREDIT MAY NOT BE TRANSFERRED OR ASSIGNED.

3. THIS LETTER OF CREDIT IS IRREVOCABLE.
4. THE AMOUNT WHICH MAY BE DRAWN BY YOU UNDER THIS LETTER OF CREDIT SHALL BE AUTOMATICALLY REDUCED BY THE AMOUNT OF ANY UNREIMBURSED DRAWINGS HEREUNDER AT OUR COUNTERS.
5. ANY NUMBER OF PARTIAL DRAWINGS ARE PERMITTED FROM TIME TO TIME UNDER THIS LETTER OF CREDIT.
6. THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (1998) OF THE INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 ("ISP98") OR SUCH LATER REVISION (S) OF THE INTERNATIONAL STANDBY PRACTICES AS MAY BE HEREAFTER ADOPTED. AS TO MATTERS NOT GOVERNED BY ISP98, THIS LETTER OF CREDIT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, INCLUDING, TO THE EXTENT NOT INCONSISTENT WITH ISP98, THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN THE STATE OF NEW YORK. THIS LETTER OF CREDIT MAY NOT BE AMENDED, CHANGED OR MODIFIED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE BENEFICIARY AND THE ISSUER.
7. THE BENEFICIARY SHALL NOT BE DEEMED TO HAVE WAIVED ANY RIGHTS UNDER THIS LETTER OF CREDIT, UNLESS THE BENEFICIARY OR AN AUTHORIZED AGENT OF THE BENEFICIARY SHALL HAVE SIGNED A DATED WRITTEN WAIVER. NO SUCH WAIVER, UNLESS EXPRESSLY SO STATED THEREIN, SHALL BE EFFECTIVE AS TO ANY TRANSACTION THAT OCCURS SUBSEQUENT TO THE DATE OF THE WAIVER, NOR AS TO ANY CONTINUANCE OF A BREACH AFTER THE WAIVER.
8. A FAILURE TO MAKE ANY PARTIAL DRAWINGS AT ANY TIME SHALL NOT IMPAIR OR REDUCE THE AVAILABILITY OF THIS LETTER OF CREDIT IN ANY SUBSEQUENT PERIOD OR OUR OBLIGATION TO HONOR YOUR SUBSEQUENT DEMANDS FOR PAYMENT MADE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT.
9. NOTWITHSTANDING ANY PROVISION OF THIS LETTER OF CREDIT TO THE CONTRARY, SHOULD THIS LETTER OF CREDIT EXPIRE OR TERMINATE ON A DATE THAT THE ISSUER'S LOCATION IS CLOSED DUE TO AN INTERRUPTION OF THE ISSUER'S BUSINESS CAUSED BY AN ACT OF GOD, WEATHER-RELATED EVENT, RIOT, CIVIL COMMOTION, INSURRECTION, ACT OF TERRORISM, WAR, DECLARED OR UNDECLARED, OR ANY CAUSE BEYOND THE ISSUER'S CONTROL, THEN THE TERMS OF THIS LETTER OF CREDIT WILL AUTOMATICALLY BE EXTENDED FOR AN ADDITIONAL PERIOD EQUAL TO THE LENGTH OF THE INTERRUPTION OF THE ISSUER'S BUSINESS, WHICH ADDITIONAL PERIOD SHALL NOT BE LESS THAN TEN (10) BUSINESS DAYS OR IN ANY EVENT LONGER THAN THIRTY (30) CALENDAR DAYS, FOLLOWING THE DAY ON WHICH THE ISSUER RESUMES ITS BUSINESS AFTER THE CAUSE OF SUCH INTERRUPTION HAS BEEN REMOVED OR ELIMINATED, AND, AS A RESULT, ANY DRAWING ON THIS LETTER OF CREDIT WHICH COULD PROPERLY HAVE BEEN MADE, BUT FOR SUCH INTERRUPTION, SHALL BE PERMITTED DURING SUCH EXTENDED PERIOD.

AUTHORIZED SIGNATURE: _____

TITLE: _____

PLEASE DIRECT ANY WRITTEN CORRESPONDENCE, INCLUDING DRAWING OR

INQUIRIES TO:

[Issuer]

[Issuer Address]

PH: [() -]

ATTENTION: _____

Annex 1 to Letter of Credit

DRAWING UNDER LETTER OF CREDIT NO. _____
_____, 20__

To: (Bank)
(Address)

Attention: Standby Letter of Credit Unit

Ladies and Gentlemen:

The undersigned is making a drawing under the above-referenced Letter of Credit in the amount specified below and hereby certifies to you as follows:

1. Capitalized terms used herein that are defined herein shall have the meanings ascribed thereto in the Letter of Credit.
2. Pursuant to the Letter of Credit No. _____, dated _____, 20__, the undersigned is entitled to make a drawing under the Letter of Credit in the amount of \$ _____, under the terms of the above-referenced Letter of Credit or inasmuch as there is an Event of Default under any Renewable Energy Credits Purchase and Sale Agreement between the Applicant and us or Applicant has failed to identify system(s) for the REC Forecast Quantity in accordance with Section 3.2.4 of any Renewable Energy Credits Purchase and Sale Agreement between the Applicant and us.
3. We acknowledge that, upon your honoring the drawing herein requested, the amount of the Letter of Credit available for drawing shall be automatically decreased by an amount equal to this drawing.

Very truly yours,
Illinois Power Agency

By

Name:

Title:





Date:

cc: _____(Applicant)

5. Justification of Omissions

IF YOU ARE UNABLE TO PROVIDE ANY OF THE DOCUMENTS OR INFORMATION REQUIRED IN THE PART 1 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).

BIDDER THAT PREVIOUSLY QUALIFIED AND THAT SUBMIT THIS FORM WITHOUT MAKING UPDATES TO PREVIOUSLY SUBMITTED INFORMATION ARE CONFIRMING THAT SUCH PREVIOUSLY SUBMITTED INFORMATION REMAINS VALID AND UP-TO-DATE.