

**ILLINOIS POWER AGENCY**  
**SPRING 2014 PROCUREMENT EVENTS**  
**STANDARD PRODUCTS RFP**  
**DRAFT APPENDIX 3: PART 1 FORM**

---

Pursuant to Illinois Public Act 95-0481, the Illinois Power Agency (“IPA”) filed a Procurement Plan, which provides for purchase of electric supply to serve certain customers of Ameren Illinois Company (“Ameren” or “AIC”) and Commonwealth Edison Company (“ComEd”). Ameren and ComEd are each referred to as a “Company”.

The Part 1 Application 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 Standard Products RFP, please review the RFP Rules, the Ameren Energy Master Agreement and the ComEd Energy Master Agreement so that you understand the conditions under which the Standard Products RFP will be conducted. These documents are available on the procurement website, [www.ipa-energyrfp.com](http://www.ipa-energyrfp.com).

By submitting a Part 1 Proposal in response to the Standard Products RFP, you agree to all the terms and conditions of the Standard Products 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”). Ameren and ComEd representatives will review responses to financial requirements and contact information provided in the Supplements. Any information provided to Ameren or ComEd will also be provided to the Procurement Monitor.*

---

## 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 from the Procurement Administrator via email ([Illinois-RFP@nera.com](mailto:Illinois-RFP@nera.com)).

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.

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

### I. Part 1 Proposal Submission

Bidders must:

- Complete the online Part 1 Form in its entirety;
- Submit **one (1) copy** of any document required to support the Part 1 Form by email to [Illinois-RFP@nera.com](mailto: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 April 8, 2014 (the Part 1 Date).*

**Some of the documents required to support the Part 1 Form are “Uploads”. Each of these Uploads will be available as a separate Word form on the procurement website.** A Bidder that is required to submit a particular Upload will complete and sign the Word form, scan the completed and signed 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 Uploads are inserted throughout this Part 1 Form in orange boxes, except for the Ameren and ComEd Supplements, which are provided as annexes to this Part 1 Form.** The format and exact content of the Uploads may differ from the illustrative Uploads 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](http://www.ipa-energyrfp.com).

## **II. Part 1 Proposal Processing**

### Notifications

The Procurement Administrator provides all notifications to the Representative by email. Any notification or other written communication from the Procurement Administrator sent by email will be sent to the email addresses provided for the Representative and the Representative's Nominee(s). Any such notification or communication will be deemed received by the Bidder 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. Any communication from the Bidder to the Procurement Administrator by email, for example to advise the Procurement Administrator that the online Part 1 Form has been updated, should be addressed to [Illinois-RFP@nera.com](mailto:Illinois-RFP@nera.com) to ensure a prompt reply.

### Acknowledgment of Receipt

The exclusive method for a Bidder to respond to the qualification standards required in the Part 1 Proposal is by completing the online Part 1 Form and uploading the supporting documents to the application website (or sending these supporting documents via email to the Procurement Administrator). Upon first submission of the online Part 1 Form or supporting documents, the Procurement Administrator acknowledges receipt by email.

### Timing of Part 1 Proposal Review

All materials for the Part 1 Proposal must be received by 12 PM (noon) on the Part 1 Date. If a Part 1 Proposal is received before 12 PM (noon) on any day during the Part 1 Window, the Procurement Administrator acknowledges receipt on the day the materials are received with the results of an initial review. If a Part 1 Proposal is received after 12 PM (noon) on any day during the Part 1 Window prior to the Part 1 Date, the Procurement Administrator sends the acknowledgment of receipt along with the initial review by 12 PM (noon) of the next day. Once the Part 1 Proposal is complete, including a completed online Part 1 Form and all supporting documents, the Procurement Administrator sends a notice that the Part 1 Proposal is complete and is being considered.

### Deficiencies

If the Part 1 Proposal is incomplete or requires clarification, the Procurement Administrator sends a deficiency notice to the Bidder. If a Bidder receives a first deficiency notice from the Procurement Administrator regarding any item of the Part 1 Proposal, the Bidder has until 12 PM (noon) on the Part 1 Date, or until 6 PM on the day following the business day during which such deficiency notice is sent to the Bidder, whichever comes later, to respond. If the Bidder does not correct or adequately explain the deficiency within the time allowed, the Part 1 Proposal may be rejected.

Late Part 1 Proposals

No late Part 1 Proposals will be accepted under any circumstances.

Notification of Qualification

A Bidder that submits a Part 1 Proposal will be notified whether or not the Bidder has qualified pursuant to a successful Part 1 Proposal.

Bidders Under Agency Agreements

To ensure that all Bidders to the RFP are treated on a fair and equal basis, an entity submitting a Proposal under an Agency Agreement is required to provide additional information in Section 6 of this Part 1 Form.

## PART 1 FORM

---

### 1. Contact Information

First Item: Name and Address of the Bidder

*Legal Name of Bidder*

*Street Address*

*City*

*State*

*Zip Code*

Second Item: Officer of the Bidder

The Officer of the Bidder must be an officer, director or an individual otherwise empowered to undertake contracts and bind the Bidder. **THE OFFICER OF THE BIDDER WHOSE CONTACT INFORMATION IS PROVIDED BELOW MUST MAKE ALL REPRESENTATIONS REQUIRED IN THE PART 1 PROPOSAL AND PART 2 PROPOSAL.**

The Officer of the Bidder may make all representations required in the Part 1 Proposal and Part 2 Proposals at the same time. **A BIDDER that avails itself of this option MAY SUBMIT THE P2 CERTIFICATIONS UPLOAD FOR EACH COMPANY DURING THE PART 1 WINDOW FOR EARLY PROCESSING.** The P2 Certifications Upload is available on the procurement website.

It is expected that, if a Bidder has Bids for a Company that are approved by the Commission, the Officer of the Bidder would sign the applicable supplier contract. Should the Officer of the Bidder not be available to sign for this purpose, the Bidder will advise the Company of this fact and the Bidder will name another individual to sign and the Bidder will confirm that this individual is empowered to undertake contracts and bind the Bidder.

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

*Last Name of the Officer of the Bidder*

*Given Name(s)*

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

*Title*

*Street Address*

*City*

*State*

*Zip Code*

*Telephone No.*

*Alternate Telephone No. (if available)*

*Email Address*

Third Item: Representative of the Bidder

The Representative is the point of contact if the Procurement Administrator has questions on the documentation provided by the Bidder in response to this RFP or requires additional information. The Procurement Administrator sends all correspondence related to the procurement events to the Representative, including confidential information required to submit Bids on the Bid Date.

**THE OFFICER OF THE BIDDER DESIGNATES A REPRESENTATIVE BY FULLY COMPLETING THE REPRESENTATIVE UPLOAD PREPARED FOR THIS PURPOSE. THE BIDDER PROVIDES THE REPRESENTATIVE UPLOAD BY EMAIL OR BY UPLOAD TO THE APPLICATION WEBSITE.** The Representative Upload is available on the procurement website.

The Officer of the Bidder may name himself or herself as the Representative.

_____ <i>Name of Bidder</i>	
<b>REPRESENTATIVE UPLOAD</b>	
____ (the Officer of the Bidder named above) hereby designates _____, whose contact information is provided in the Part 1 Form, to serve as the Representative of the Bidder.	
_____ Signature of Officer	_____ Date
_____ Printed Name	

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

<i>Last Name of the Representative</i>	<i>Given Name(s)</i>	<i>Mr/Mrs/Ms/Dr/(other)</i>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<i>Title</i>		
<input type="text"/>		
<i>Street Address</i>		
<input type="text"/>		
<input type="text"/>		
<i>City</i>	<i>State</i>	<i>Zip Code</i>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<i>Telephone No.</i>	<i>Alternate Telephone No. (if available)</i>	<i>Email Address</i>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Fourth Item: Designation of Nominees

The Representative may provide, with the Part 1 Proposal or at any time with appropriate notice to the Procurement Administrator, the name, title, and contact information (phone number(s) and email address) of up to three (3) individuals who will serve as Nominee(s). **The Officer of the Bidder or the Representative may designate other Nominee(s) at any time prior to the submission of Bids using the Nominee Upload and are not required to do so in the Part 1 Proposal.** The Nominee Upload may be provided by email or by upload to the application website. The Nominee Upload is available on the procurement website.

A Nominee receives all correspondence from the Procurement Administrator. The Procurement Administrator communicates with the Representative and any Nominee(s) by email or through a secure file transfer interface. **Any notification or communication will be deemed received by the Bidder at the time of delivery or transmission, provided that where delivery of 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.** Any reply from the Bidder to the Procurement Administrator by email should be addressed to [Illinois-RFP@nera.com](mailto:Illinois-RFP@nera.com) to ensure a prompt reply.

*Is the Representative designating Nominee(s) at this time who will be copied on communications by the Procurement Administrator?*

Yes

No

**If NO**, please proceed to the next item.

**If YES**, PLEASE FULLY COMPLETE THE NOMINEE UPLOAD. THE NOMINEE UPLOAD MAY BE PROVIDED BY EMAIL OR BY UPLOAD TO THE APPLICATION WEBSITE. The Nominee Upload is available on the procurement website.

\_\_\_\_\_  
*Name of Bidder*

**NOMINEE UPLOAD**

\_\_\_\_\_ (the Officer of the Bidder or the Representative) authorizes the individual whose contact information is immediately below to receive notifications and documents from the Procurement Administrator.

\_\_\_\_\_  
Signature of Officer or Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

Contact Information for Nominee #1

*Last Name*

*Given Name(s)*

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

*Title*

*Telephone No.*

*Alternate Telephone No. (if available)*

*Email Address*

Contact Information for Nominee #2

*Last Name*

*Given Name(s)*

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

*Title*

*Telephone No.*

*Alternate Telephone No. (if available)*

*Email Address*

Contact Information for Nominee #3

*Last Name*

*Given Name(s)*

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

*Title*

*Telephone No.*

*Alternate Telephone No. (if available)*

*Email Address*



## 2. Bid Participation Fee

**ANY BIDDER THAT SUBMITS A PART 1 PROPOSAL FOR THE SPRING 2014 PROCUREMENT EVENTS HELD BY THE IPA MUST PAY ONCE A BID PARTICIPATION FEE OF \$500.** A Bidder that submits Bids for both Ameren and ComEd is only required to pay one Bid Participation Fee. A Bidder that has paid the Bid Participation Fee will not be reimbursed, even if the Bidder fails to meet the requirements of the Part 1 Proposal or the Part 2 Proposal or if the Bidder decides not to continue its participation in the RFP.

Bidders must pay the Bid Participation Fee to the IPA as a condition of completing the Part 1 Proposal. A Bidder can pay the Bid Participation Fee: (i) by e-check through <https://www.illinoisepay.com>; or (ii) by check payable to “Illinois Power Agency”. Instructions for submission of the Bid Participation Fee are available from the Procurement Administrator upon request.

**THE BID PARTICIPATION FEE IS DUE ON THE PART 1 DATE AND THE BIDDER MUST PROVIDE EVIDENCE OF COMPLIANCE WITH THIS REQUIREMENT.** Such evidence includes a photocopy of the check, a confirmation page from the e-check website, or a receipt from the IPA.

**PLEASE UPLOAD THE EVIDENCE OF PAYMENT OF THE BID PARTICIPATION FEE BELOW OR EMAIL SUCH EVIDENCE TO THE PROCUREMENT ADMINISTRATOR:**



**If the Procurement Administrator is not able to confirm with the IPA that the Bidder has paid the Bid Participation Fee, the Bidder will not be eligible to continue its participation in the RFP.**

### 3. Financial Requirements

First Item: Name of Entity on Whose Financial Standing the Bidder Relies

*The party, called the “Entity” below, upon whose financial standing the Bidder is relying, is (check one):*

- (a)         [enter the name of the Bidder], which means that the Bidder is the “Entity”
- (b)         [enter the name of the entity], which means that a party other than the Bidder is the “Entity”

**A BIDDER THAT (I) IS RELYING ON THE FINANCIAL STANDING OF A FOREIGN ENTITY AS RFP GUARANTOR; AND (II) INTENDS TO BID ON COMED PRODUCTS AND/OR COMBINATIONS, MUST ALSO COMPLY WITH THE ADDITIONAL REQUIREMENTS IN SECTION 7 OF THIS PART 1 FORM.**

**THE INFORMATION PROVIDED IN THIS SECTION MUST PERTAIN TO THE ENTITY NAMED ABOVE AS THE ENTITY UPON WHOSE FINANCIAL STANDING THE BIDDER IS RELYING.** All Bidders applying under an Agency Agreement must select option (b) above and must name the Principal with the lowest credit rating as the Entity upon whose financial standing the Bidder is relying.

Second Item: Credit Ratings for the Entity

The Bidder must provide any available ratings for the Entity from Standard and Poor’s (“S&P”), Moody’s Investors Service (“Moody’s”), and Fitch Ratings (“Fitch”) and specify the type of rating.

**1. Is the Entity rated by S&P?**

yes  no

**If yes,** please provide:

- The Entity’s rating \_\_\_
- The type of rating \_\_\_

**2. Is the Entity rated by Moody’s?**

yes  no

**If yes,** please provide:

- The Entity’s rating \_\_\_
- The type of rating \_\_\_

**3. Is the Entity rated by Fitch?**

yes  no

**If yes,** please provide:


- The Entity’s rating \_\_\_
- The type of rating \_\_\_

Third Item: Financial Information for the Entity


**THE BIDDER PROVIDES THE FINANCIAL INFORMATION REQUESTED IN THIS SECTION BY EMAIL OR BY UPLOADING THE DOCUMENTS TO THE APPLICATION WEBSITE. IF THIS INFORMATION IS UNAVAILABLE FOR THE ENTITY ON WHOSE FINANCIAL STANDING THE BIDDER RELIES, THE BIDDER MAY NOT BE ABLE TO RELY ON THE FINANCIAL STANDING OF THE ENTITY FOR THE PURPOSES OF THIS RFP.**

**PLEASE PROVIDE THE FOLLOWING FINANCIAL INFORMATION:**




- (1) Most recent audited annual financial information, including a balance sheet, income statement, cash flow statement, and any accompanying notes and schedules. If available, the Securities and Exchange Commission (“SEC”) Form 10-K should be submitted to fulfill this requirement.

	<i>If the information for the Entity is part of the financial information of its parent, please indicate here a section or page reference where the information for the Entity can be found _____</i>
<i>If the Entity is the Bidder and the information is not available, please click here <input type="checkbox"/></i>	

- (2) Most recent quarterly financial data, including a balance sheet, income statement, cash flow statement, and any accompanying notes and schedules. If available, the SEC Form 10-Q should be submitted to fulfill this requirement. If the SEC Form 10-Q is unavailable, the most recent quarterly or monthly financial data must be accompanied by an attestation by an officer of the Entity that the information submitted fairly presents in all material respects the financial condition and results of the operations of the Entity. The requirements for this attestation are more specifically provided in the Appendix of the RFP Rules prepared for this purpose. If the SEC Form 10-Q is unavailable, the Bidder must also either provide a review report from an independent accountant for the Entity’s most recent quarterly or monthly financial data submitted or state that such a report is not available.

	<i>If the information for the Entity is part of the financial information of its parent, please indicate here a section or page reference where the information for the Entity can be found _____</i>
<i>If the Entity is the Bidder and the information is not available, please click here <input type="checkbox"/></i>	

- (3) Any public financial disclosure made since the release of the Entity’s most recent financial data for any matters that are material to the Entity’s financial condition. If available, SEC Forms 8-K should be submitted to fulfill this requirement.

	<i>If the information for the Entity is part of the financial information of its parent, please indicate here a section or page reference where the information for the Entity can be found _____</i>
	
	
<i>If the Entity is the Bidder and the information is not available, please click here <input type="checkbox"/></i>	

Fourth Item: Comments on Changes to the Pre-Bid Letter of Credit

**A BIDDER THAT IS SUBMITTING BIDS FOR A COMPANY MUST, IN ITS PART 2 PROPOSAL, SUBMIT A PRE-BID LETTER OF CREDIT FOR THAT COMPANY IN AN AMOUNT OF \$5,000 PER BLOCK OF A BIDDER'S INDICATIVE QUANTITY FOR THAT COMPANY OR \$250,000, WHICHEVER IS GREATER.**

The Indicative Quantity for a Company is the total number of blocks that the Bidder intends to bid across all Segments and months available for that Company as submitted in the Part 2 Proposal. The 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 Company as posted to the procurement website. The Standard Pre-Bid Letter of Credit for each Company is provided as an Appendix to the RFP Rules.

**A Bidder may, in the Comment Upload, provide comments on the proposed changes that have been made to the Pre-Bid Letter of Credit for a Company relative to the previously used Pre-Bid Letter of Credit for that Company.**

*Are you submitting comments on the changes to the Pre-Bid Letter of Credit for Ameren or for ComEd?*

Yes

No

**If NO**, please proceed to the next section.

**If YES**, PLEASE USE THE COMMENT UPLOAD PREPARED FOR THIS PURPOSE. THE COMMENT UPLOAD MAY BE SUBMITTED BY EMAIL OR BY UPLOAD TO THE APPLICATION WEBSITE. THE COMMENT UPLOAD IS AVAILABLE ON THE PROCUREMENT WEBSITE.

\_\_\_\_\_  
*Name of Bidder*

**COMMENT UPLOAD**

Ameren Pre-Bid Letter of Credit

You may provide comments on any of the proposed changes to the Ameren Pre-Bid Letter of Credit as provided in the Summary of Proposed Changes to the Pre-Bid Letters of Credit. The boxes will expand to accommodate text.

Proposed Change 1

Proposed Change 2

Proposed Change 3

Proposed Change 4

Proposed Change 5

Proposed Change 6

Proposed Change 7

Proposed Change 8

*ComEd Pre-Bid Letter of Credit*

You may provide comments on any of the proposed changes to the ComEd Pre-Bid Letter of Credit as provided in the Summary of Proposed Changes to the Pre-Bid Letters of Credit. The boxes will expand to accommodate text.

Proposed Change 1

Proposed Change 2

Proposed Change 3

Proposed Change 4

Proposed Change 5

Proposed Change 6

Proposed Change 7

Proposed Change 8

#### 4. Requirement for Bidders on Ameren Products and Combinations

Only Bidders that submit to the requirements of this section in the Part 1 Proposal can be qualified to bid on Ameren's Products and/or Combinations.

*Do you intend to bid on Ameren Products and/or Combinations?*

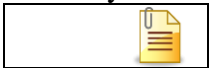
Yes  No

**If NO**, please proceed to the next section.

**If YES**, please provide the information required by this section.

First Item: Information to Prepare the Ameren Supplier Contract Documents

**THE BIDDER IS ASKED TO PROVIDE ALL INFORMATION NECESSARY FOR THE PREPARATION OF THE AMEREN ENERGY MASTER AGREEMENT BY COMPLETING THE AMEREN SUPPLEMENT TO THE PART 1 FORM. THE AMEREN SUPPLEMENT IS AVAILABLE ON THE PROCUREMENT WEBSITE.** If such Bidder relies on the financial standing of an RFP Guarantor, such Bidder will be responsible for preparation of the Guaranty.



*Are you providing the completed Ameren Supplement at this time?*

Yes  No

**If YES**, please proceed to the next item (Representations of the Officer of the Bidder).

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

The Officer of the Bidder must acknowledge that, if the Procurement Administrator notifies the Bidder that the Bidder has Bids on Ameren's Products and/or Combinations that are identified as winning Bids to the ICC, the Bidder will be required to provide all necessary information required by the Ameren Supplement by 12 PM (noon) CPT on the day after such notification is received.

**THE OFFICER OF THE BIDDER MAKES SUCH ACKNOWLEDGMENT BY COMPLETING THE AMEREN CONTRACT DELAY UPLOAD PREPARED FOR THIS PURPOSE. THE AMEREN CONTRACT DELAY UPLOAD IS PROVIDED BY EMAIL OR BY UPLOAD TO THE APPLICATION WEBSITE. THE AMEREN CONTRACT DELAY UPLOAD IS AVAILABLE ON THE PROCUREMENT WEBSITE.**

\_\_\_\_\_  
*Name of Bidder*

**AMEREN CONTRACT DELAY UPLOAD**

I acknowledge that, if the Procurement Administrator notifies the Bidder that the Bidder has Bids on Ameren Products and/or Combinations that are identified as winning Bids to the ICC, the Bidder will be required to provide all required information for preparation of the applicable supplier contract documents by 12 PM (noon) CPT on the day after such notification is received.

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

Second Item: Representations of the Officer of the Bidder

The Officer of the Bidder must make a number of certifications, as detailed in the RFP Rules. **THE OFFICER OF THE BIDDER MAKES SUCH CERTIFICATIONS BY COMPLETING THE AMEREN CERTIFICATIONS UPLOAD PREPARED FOR THIS PURPOSE. THE SIGNATURE OF THE OFFICER OF THE BIDDER MUST BE NOTARIZED OR ATTESTED WITH THE CORPORATE SEAL. THESE CERTIFICATIONS MAY BE PROVIDED BY EMAIL OR BY UPLOAD TO THE APPLICATION WEBSITE. THE AMEREN CERTIFICATIONS UPLOAD IS AVAILABLE ON THE PROCUREMENT WEBSITE.**

\_\_\_\_\_  
*Name of Bidder*

**AMEREN CERTIFICATIONS UPLOAD**

I certify that:

- (1) This Part 1 Proposal will remain in full force and effect until nine (9) business days after the Bid Date;
- (2) To the best of my knowledge and belief, all information provided in the Part 1 Proposal is true and accurate;
- (3) If, for any reason and due to any circumstance, any information provided in the Part 1 Proposal changes before the Bid Date, the Bidder will notify the Procurement Administrator of such changes as soon as practicable;
- (4) The submission of this Part 1 Proposal constitutes the Bidder's acknowledgement and acceptance of all the terms and conditions of the RFP Rules, regardless of the outcome of the RFP or the outcome of such Proposal;
- (5) The Bidder is not part of a bidding agreement, a joint venture for purposes of participating in the RFP, a bidding consortium, or any other type of agreement related to bidding in this RFP

it being understood that a Bidder found to be acting in concert with another Bidder will be disqualified by the Procurement Administrator;

- (6) I understand the terms of the Ameren Energy Master Agreement and the Bidder accepts all of the terms of the Ameren Energy Master Agreement without modifications;
- (7) Each of the ratings provided in the Part 1 Proposal in response to the Second Item under Section 3 is a Credit Rating as defined in the Ameren Energy Master Agreement;
- (8) the Bidder has all regulatory authorizations necessary for it to legally perform its obligations under the Ameren Energy Master Agreement; and
- (9) The Bidder has no pending legal proceedings or, to its knowledge, threatened legal proceedings against it or any of its affiliates that could materially adversely affect its ability to perform its obligations under the Ameren Energy Master Agreement and Confirmation.

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature and Seal from Notary Public

\_\_\_\_\_  
Date



## 5. Requirement for Bidders on ComEd Products and Combinations

Only Bidders that submit to the requirements of this section in the Part 1 Proposal can be qualified to submit Bids on ComEd's Products and/or Combinations.

### *Do you intend to bid on ComEd Products and/or Combinations?*

Yes  No

**If NO**, please proceed to the next section.

**If YES**, please provide the information required by this section.

### First Item: Information to Prepare the ComEd Supplier Contract Documents

**THE BIDDER IS ASKED TO PROVIDE ALL INFORMATION NECESSARY FOR THE PREPARATION OF THE COMED ENERGY MASTER AGREEMENT BY COMPLETING THE COMED SUPPLEMENT TO THE PART 1 FORM. IF THE BIDDER IS RELYING ON THE FINANCIAL STANDING OF AN RFP GUARANTOR, THE BIDDER IS ASKED TO MAKE ANY AND ALL ELECTIONS FOR THE GUARANTY PURSUANT TO THE COMED ENERGY MASTER AGREEMENT AND PROVIDE ALL CONTACT INFORMATION NECESSARY FOR THE EXECUTION OF SUCH GUARANTY ALSO BY COMPLETING THE COMED SUPPLEMENT. THE COMED SUPPLEMENT IS AVAILABLE ON THE PROCUREMENT WEBSITE.**



### *Are you providing the completed ComEd Supplement at this time?*

Yes  No

**If YES**, please proceed to the next item (Representations of the Officer of the Bidder).

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

The Officer of the Bidder must acknowledge that, if the Procurement Administrator notifies the Bidder that the Bidder has Bids on ComEd's Products and/or Combinations that are identified as winning Bids to the ICC, the Bidder will be required to provide all necessary information required by the ComEd Supplement by 12 PM (noon) CPT on the day after such notification is received.

**THE OFFICER OF THE BIDDER MAKES SUCH ACKNOWLEDGMENT BY COMPLETING THE COMED CONTRACT DELAY UPLOAD PREPARED FOR THIS PURPOSE. THE COMED CONTRACT DELAY UPLOAD IS PROVIDED BY EMAIL OR BY UPLOAD TO THE APPLICATION WEBSITE. THE COMED CONTRACT DELAY UPLOAD IS AVAILABLE ON THE PROCUREMENT WEBSITE.**

\_\_\_\_\_  
*Name of Bidder*

### **COMED CONTRACT DELAY UPLOAD**

I acknowledge that, if the Procurement Administrator notifies the Bidder that the Bidder has Bids on ComEd Products or Combinations that are identified as winning Bids to the ICC, the Bidder will be required to provide all required information for preparation of the applicable supplier contract documents by 12 PM (noon) CPT on the day after such notification is received.

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

#### Second Item: Representations of the Officer of the Bidder

The Officer of the Bidder must make a number of certifications, as detailed in the RFP Rules. **THE OFFICER OF THE BIDDER MAKES SUCH CERTIFICATIONS BY COMPLETING THE COMED CERTIFICATIONS UPLOAD PREPARED FOR THIS PURPOSE. THE SIGNATURE OF THE OFFICER OF THE BIDDER MUST BE NOTARIZED OR ATTESTED WITH THE CORPORATE SEAL. THESE CERTIFICATIONS MAY BE PROVIDED BY EMAIL OR BY UPLOAD TO THE APPLICATION WEBSITE. THE COMED CERTIFICATIONS UPLOAD IS AVAILABLE ON THE PROCUREMENT WEBSITE.**

\_\_\_\_\_  
*Name of Bidder*

### **COMED CERTIFICATIONS UPLOAD**

I certify that:

- (1) This Part 1 Proposal will remain in full force and effect until nine (9) business days after the Bid Date;
- (2) To the best of my knowledge and belief, all information provided in the Part 1 Proposal is true and accurate;
- (3) If, for any reason and due to any circumstance, any information provided in the Part 1 Proposal changes before the Bid Date, the Bidder will notify the Procurement Administrator of such changes as soon as practicable;
- (4) The submission of this Part 1 Proposal constitutes the Bidder's acknowledgement and acceptance of all the terms and conditions of the RFP Rules, regardless of the outcome of the RFP or the outcome of such Proposal;
- (5) The Bidder is not part of a bidding agreement, a joint venture for purposes of participating in the RFP, a bidding consortium, or any other type of agreement related to bidding in this RFP,

it being understood that a Bidder found to be acting in concert with another Bidder will be disqualified by the Procurement Administrator;

- (6) I understand the terms of the ComEd Energy Master Agreement and the Bidder accepts all of the terms of the ComEd Energy Master Agreement without modifications;
- (7) Each of the ratings provided in the Part 1 Proposal in response to the Second Item under Section 3 is a Credit Rating as defined in the ComEd Energy Master Agreement;
- (8) the Bidder has all regulatory authorizations necessary for it to legally perform its obligations under the ComEd Energy Master Agreement; and
- (9) The Bidder has no pending legal proceedings or, to its knowledge, threatened legal proceedings against it or any of its affiliates that could materially adversely affect its ability to perform its obligations under the ComEd Energy Master Agreement and Confirmation

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature and Seal from Notary Public

\_\_\_\_\_  
Date

## 6. Bidders Applying Under Agency Agreements

*Are you submitting a Proposal under an Agency Agreement?*

Yes  No

**If NO**, please proceed to the next section.

**If YES**, please provide the information required by this section.

### First Item: Basic Information for the Principal or Principals

If more than one entity is serving as Principal, please list each entity under “Name of Principal”.

*Name of Principal or Principals*

*Principal with lowest credit rating, if there is more than one entity serving as Principal. If multiple Principals share the lowest credit rating, please identify the entity with the lowest Tangible Net Worth.*

**IN THE FIRST ITEM OF SECTION 3, YOU MUST SELECT “AN ENTITY OTHER THAN THE BIDDER” AND YOU MUST NAME THE PRINCIPAL WITH THE LOWEST CREDIT RATING IN THE SPACE PROVIDED AS THE PARTY UPON WHOSE FINANCIAL STANDING YOU ARE RELYING.** (If multiple Principals share the lowest credit rating, the Principal with the lowest Tangible Net Worth from among those that tie for the lowest credit rating will be used).


### Second Item: Agency Agreement

**THE BIDDER MUST SUBMIT ONE (1) COPY OF ITS AGENCY AGREEMENT BY EMAIL OR BY UPLOAD TO THE APPLICATION WEBSITE.**

### Third Item: Draft Officers’ Certificate

**THE BIDDER MAY, BUT IS NOT REQUIRED TO, SUBMIT WITH THE PART 1 PROPOSAL A DRAFT OFFICERS’ CERTIFICATE IN MICROSOFT WORD FOR EVALUATION.** If a draft Officers’ Certificate is submitted for evaluation, the Procurement Administrator will inform the Bidder of any changes required to the Officers’ Certificate in its Part 1 Notification. Requirements for a draft Officer’s Certificate can be found in the RFP Rules. A draft Officers’ Certificate, if provided, is provided by email or by upload to the application website.

Fourth Item: Additional Representations

THE CERTIFICATIONS MUST BE SIGNED BY THE OFFICER OF THE BIDDER USING THE AGENCY CERTIFICATIONS UPLOAD PREPARED FOR THIS PURPOSE. THE BIDDER PROVIDES THE AGENCY CERTIFICATIONS UPLOAD BY EMAIL OR BY UPLOAD TO THE APPLICATION WEBSITE. THE AGENCY CERTIFICATIONS UPLOAD IS AVAILABLE ON THE PROCUREMENT WEBSITE.

\_\_\_\_\_  
*Name of Bidder*

**AGENCY CERTIFICATIONS UPLOAD**

I certify that I have the authority to bind the Principal(s) under the Agency Agreement provided with this Part 1 Proposal.

I acknowledge that with the Part 2 Proposal, I will be required to submit an Officers' Certificate signed by an officer of each Principal stating that:

- the copy of the Agency Agreement submitted with this Part 1 Proposal is a true and complete copy of the Agency Agreement as currently in effect;
- the Agency Agreement is in full force and effect and shall remain in full force and effect for a period extending to nine (9) business days following the Bid Date;
- there are no proceedings pending for the amendment or termination of the Agency Agreement;
- each individual who executes the Officers' Certificate and the Agency Agreement is (or was at the time of the execution of such documents) authorized to execute and deliver such documents on behalf of the Principal(s).

I acknowledge that the Officers' Certificate will state that I am authorized to execute the applicable supplier contract documents on behalf of the Principal(s).

\_\_\_\_\_  
Signature of Officer of the Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

## 7. Foreign Entity as RFP Guarantor

*Are you relying on the financial standing of a Foreign Entity as Guarantor?*

Yes  No

**If NO**, please proceed to Section 8.

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

*Do you intend to bid on ComEd Products and/or Combinations?*

Yes  No

**If YES**, please provide the information required by this section.

**If NO**, please proceed to Section 8.

First Item: Credit Ratings of the Domicile Country

IN ADDITION TO SUPPLYING ALL REQUIRED INFORMATION AND DOCUMENTS UNDER SECTION 3 OF THIS PART 1 FORM, A BIDDER RELYING ON THE FINANCIAL STANDING OF A FOREIGN ENTITY AS RFP GUARANTOR UNDER THE COMED ENERGY MASTER AGREEMENT MUST PROVIDE ALL AVAILABLE LONG-TERM SOVEREIGN RATINGS FROM S&P, MOODY'S AND FITCH FOR THE COUNTRY IN WHICH THE RFP GUARANTOR IS DOMICILED. For the Foreign Entity to be the Guarantor under the terms of the Master Agreements, the country in which the Foreign Entity is domiciled must have a long-term sovereign rating from at least two rating agencies and all ratings must be at least AA+ (from S&P or Fitch) or Aa1 (from Moody's).

The long-term sovereign rating for the country in which the Foreign Entity as RFP Guarantor is domiciled will be the lowest of: country ceiling, senior unsecured government debt, long-term foreign currency sovereign rating, long-term local currency sovereign rating, or other equivalent measure.

1. *Where is the Domicile Country of the Foreign Entity as Guarantor?*

Domicile Country: \_\_\_

2. *Is the Domicile Country rated by S&P?*

yes  no

**If yes**, please provide:

- The rating \_\_\_
- The type of rating \_\_\_

3. *Is the Domicile Country rated by Moody's?*

yes  no

**If yes**, please provide:

- The rating \_\_\_
- The type of rating \_\_\_

4. *Is the Domicile Country rated by Fitch?*

yes  no

**If yes**, please provide:

- The rating \_\_\_
- The type of rating \_\_\_

Second Item: Acknowledgments

**THE OFFICER OF A BIDDER MUST MAKE A NUMBER OF ACKNOWLEDGMENTS AS DETAILED IN THE RFP RULES. THE BIDDER SUBMITS THESE ACKNOWLEDGMENTS BY COMPLETING THE COMED FOREIGN GUARANTOR UPLOAD PREPARED FOR THIS PURPOSE. THE BIDDER PROVIDES THE COMED FOREIGN GUARANTOR UPLOAD BY EMAIL OR BY UPLOAD TO THE APPLICATION WEBSITE. THE COMED FOREIGN GUARANTOR UPLOAD IS AVAILABLE ON THE PROCUREMENT WEBSITE.**

\_\_\_\_\_  
*Name of Bidder*

**COMED FOREIGN GUARANTOR UPLOAD**

I acknowledge that the following additional documents and information are required with the Part 2 Proposal for the Foreign Entity to be RFP Guarantor under the terms of the ComEd Energy Master Agreement and for the Bidder to rely on the financial standing of the Foreign Entity as RFP Guarantor:

- (i) a legal opinion of independent counsel qualified to practice law and render legal opinions in the foreign jurisdiction in which the Foreign Entity is formed or organized that concludes that:
  - a. under the law of the jurisdiction where the Foreign Entity is organized, the necessary steps have been taken to cause the Guaranty, when executed and delivered on behalf of the Foreign Entity, to become a valid and enforceable obligation of the Foreign Entity;
  - b. the Guaranty, when executed and delivered on behalf of the Foreign Entity, will be, to the extent that the law of the Foreign Entity's jurisdiction of organization is applicable to the enforcement of the Foreign Entity's obligations thereunder, a valid and enforceable obligation of that Foreign Entity, enforceable against it in accordance with its terms, subject to any enumerated customary exceptions under the law of such jurisdiction; and,
  - c. under law of the jurisdiction where the Foreign Entity is organized, the choice of Illinois or New York law to govern the Guaranty is valid and enforceable against such Foreign Entity;
- (ii) a sworn certificate of the corporate secretary (or similar officer) of the Foreign Entity that the person executing the Guaranty on behalf of the Foreign Entity has the authority to execute the Guaranty and that the governing board of such Foreign Entity has approved the execution of the Guaranty; and,
- (iii) a sworn certificate of the corporate secretary (or similar officer) of such Foreign Entity that the Foreign Entity has been authorized by its governing board to enter into agreements of the same type as the Guaranty.

I acknowledge that ComEd will evaluate the sufficiency of the documents submitted by the Bidder in response to the preceding certification in its sole and absolute discretion, without liability or recourse by the Foreign Entity or the Bidder.

Further, I acknowledge that for the Foreign Entity to be RFP Guarantor under the terms of the ComEd Energy Master Agreement and for the Bidder to rely on the financial standing of the

Foreign Entity, the Foreign Entity must maintain an agent for acceptance of service of process in the United States. The Bidder will be required to provide contact information of such an agent with its Part 2 Proposal.

\_\_\_\_\_  
Signature of Officer of the Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

Third Item: Draft Documents

**THE BIDDER MAY, BUT IS NOT REQUIRED TO, SUBMIT A DRAFT OF ANY DOCUMENT THAT WILL BE REQUIRED WITH THE PART 2 PROPOSAL. SUCH DOCUMENTS ARE PROVIDED BY EMAIL OR BY UPLOAD TO THE APPLICATION WEBSITE.**

***Are you providing any draft document that will be required with the Part 2 Proposal for the Bidder to rely on the Foreign Entity as RFP Guarantor?***

Yes                       No

**If NO**, please proceed to the next section.

**If YES**, please provide any such document by email or by upload to the application website.

(1) Draft legal opinion of independent counsel qualified to practice law and render legal opinions in the foreign jurisdiction in which the Foreign Entity is formed or organized. Schedule 2B of the ComEd Energy Master Agreement provides the requirements for the Opinion to be sufficient. Schedule 2B also provides an illustration of how the requirements might be presented in an opinion of independent counsel.



(2) Draft sworn certificate of the corporate secretary (or similar officer) of the Foreign Entity that the person executing the Guaranty on behalf of the Foreign Entity has the authority to execute the Guaranty and that the governing board of such Foreign Entity has approved the execution of the Guaranty.



(3) Draft sworn certificate of the corporate secretary (or similar officer) of such Foreign Entity that the Foreign Entity has been authorized by its governing board to enter into agreements of the same type as the Guaranty.









## 8. 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. OR DOCUMENTS, INCLUDING THE P2 CERTIFICATIONS UPLOAD.**

**IF YOU WANT TO PROVIDE ADDITIONAL DOCUMENTS, INCLUDING THE P2 CERTIFICATIONS UPLOAD PLEASE PROVIDE THESE BY EMAIL OR BY UPLOAD TO THE APPLICATION WEBSITE (BELOW).**

## Annex – Ameren Supplement to the Part 1 Form

The information that you provide below will be used to complete the Notice to the Ameren Energy Master 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*

*Telephone No.*

*Fax No.*

*DUNS*

*Federal Tax I.D. Number*

(c) Invoices:

*ATTN:*

*Last Name*

*Given Name(s)*

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

*Telephone No.*

*Fax No.*

*Email Address:*

(d) Scheduling:

*ATTN:*

*Last Name*

*Given Name(s)*

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

*Telephone No.*

*Fax No.*

*Email Address:*

(e) Payments:

*ATTN:*

*Last Name*

*Given Name(s)*

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

Telephone No.

Fax No.

(f) Wire Transfer:

Bank

ABA

ACCT

(g) ACH Transfer

Bank

ABA

ACCT

(h) Credit and Collections:

ATTN:  
Last Name

Given Name(s)

Mr/Mrs/Ms/Dr/(other)

Telephone No.

Fax No.

Email Address:

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

ATTN:  
Last Name

Given Name(s)

Mr/Mrs/Ms/Dr/(other)

Telephone No.

Fax No.

(j) Contact information for the individual signing the Ameren Energy Master Agreement:

Last Name

Given Name(s)

Mr/Mrs/Ms/Dr/(other)

Title

(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.

## Annex – ComEd Supplement to the Part 1 Form

### 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 Energy Master 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*

*Federal Tax I.D. Number*

(c) Invoices:

*ATTN:*

*Telephone*

*Facsimile or Email*

(d) Scheduling:

*ATTN:*

*Telephone*

*Facsimile or Email*

(e) Payments:

*ATTN:*

*Telephone*

*Facsimile or Email*

(f) Wire Transfer:

*BNK*

*ABA*

*ACCT*

(g) Credit and Collections:

*ATTN:*

*Telephone*

*Facsimile*

*Email*

(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 Energy Master Agreement.:

*Last Name*

*Given Name(s)*

*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 Master 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 Supplement 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:

Last Name

Given Name(s)

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 supplement is complete.

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

**(Optional Change #1A) Introduction:**

Terms not defined herein shall have the meanings given to them in the Master Power Purchase and Sale Agreement dated \_\_\_\_, 20\_\_ (as amended, modified or extended from time to time, the "Agreement(s)"), between the Guaranteed Party and \_\_\_\_, a \_\_ 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 Rate Stability Block 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 #1A for the STP Master Agreement?

(Note: If you elect this option 1A, you cannot elect option 2A.)

yes

no

**(Optional Change #2A) Introduction:**

Terms not defined herein shall have the meanings given to them in the Master Power Purchase and Sale Agreement dated \_\_\_\_, 20\_\_ (as amended, modified or extended from time to time, the "Master Agreement(s)"), between the Guaranteed Party and \_\_\_\_, a \_\_ 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) Confirmation(s) entered into with the Seller pursuant to the Rate Stability Block 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 #2A for the STP Master Agreement?

(Note: If you elect this option 2A, you cannot elect option 1A.)

yes

no

**Please proceed to the next optional change.**

**(Optional Change #3) 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 #3?

yes

no

**(Optional Change #4) Paragraph 6:**

6. The Guarantor ~~shall be subrogated to all~~ ~~will not exercise any~~ ~~rights, which it may acquire by way of~~ 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 #4?

yes

no

**(Optional Change #5) Paragraph 8:**

8. This Guaranty shall be binding upon the Guarantor and upon its successors and permitted assigns and shall inure to the benefit of and be enforceable by the Guaranteed Party and its successors and permitted assigns; provided, however, that the Guarantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Guaranteed Party. 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. 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, 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 Guarantor and, in either case, has expressly assumed in writing all of the obligations of 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 #7?

yes

no

**(Optional Change #8) Paragraph 8:**

8. This Guaranty shall be binding upon the Guarantor and upon its successors and assigns and shall inure to the benefit of and be enforceable by the Guaranteed Party and its successors and assigns; provided, however, that the Guarantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Guaranteed Party. 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 #8?

yes

no

**(Optional Change #9) 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 #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, 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 #10?

yes

no

**(Optional Change #11) 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 \_\_\_\_\_ [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 #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 ~~New York~~ Illinois. 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 #12?

yes

no

**(Optional Change #13) 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 #13?

yes

no

**(Optional Change #14) 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 #14?

yes

no

**(Optional Change #15) Add Paragraph 18:**

18. Notwithstanding anything to the contrary contained herein or in the Agreement(s), whether express or implied, 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 #15?

yes

no

**(Optional Change #16) Add Paragraph 19:**

19. Nothing herein is intended to deny to Guarantor, and it is expressly agreed that 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 #16?

yes

no