ILLINOIS POWER AGENCY

SUPPLEMENTAL PROCUREMENT EVENTS APPENDIX 5: PART 1 FORM (ILLUSTRATIVE)

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 ("AIC"), Commonwealth Edison Company ("ComEd"), and MidAmerican Energy Company ("MEC"). AIC, ComEd, and MEC are each referred to as a "Company". Procurement events were held for each Company on April 18, 2022 ("April 18 Procurement Events"). These procurement events failed to fully meet the expected load requirements of AIC, ComEd, and MEC. Additional procurements will be held to procure block energy for the period June through September 2022 for all three (3) Companies. These additional procurement events are called the "Supplemental Procurement Events".

The Request for Proposals ("RFP") to solicit bids from suppliers for the April 18 Procurement Events is referred to as the "BEC RFP" and the document that detailed the qualification standards and bidding process under the BEC RFP is referred to as the "RFP Rules", which are dated March 16, 2022. The Supplemental RFP maintains the procurement process and rules of the BEC RFP except that: (i) dates are modified in accordance with the schedule provided in the Supplemental Rules; (ii) no comments are solicited on the Standard Letters of Credit; and (iii) an expedited proposal submission process is available for Bidders that successfully met the proposal requirements for the April 18 Procurement Events.

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 RFP, please review the Supplemental RFP Rules, the RFP Rules, the (AIC) Confirmation Agreement, the (ComEd) Master Agreement, and the (MEC) Confirmation Agreement so that you understand the conditions under which the Supplemental 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 Supplemental RFP, you agree to all the terms and conditions of the Supplemental RFP, which include all terms and conditions of the BEC 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"). Each Company's representatives will review responses to financial requirements for its procurement events. AIC, ComEd, and MEC will also review information provided in Contract Inserts for its procurement events and comments to letters of credit, if applicable. Any information provided to AIC, ComEd, and MEC 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 an account to access the application website from the Procurement Administrator via email (Illinois-RFP@nera.com) or by submitting the Qualification Registration Form on the Qualification Forms page of the procurement website.

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 documents, including Inserts, required to support the online 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 Wednesday, May 4, 2022 (the Part 1 Date).

Some of the documents required to support the online 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 this form and upload the form to the application website (or send the form by email). An Insert may be:

- Completed by printing and signing the Insert or using an electronic signature (such as a picture of a signature). In this case, the Insert must be sent by email by the signatory or with the signatory on copy.

  or

- Submitted with a digital signature and a document or information verifying the identity of the signatory.

For illustrative purposes, the Inserts are shown throughout this Part 1 Form in orange 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.

II. Part 1 Proposal Processing

Notifications

Any notification or other written communication from the Procurement Administrator to a Bidder will be sent to the email addresses provided for the Representative and the 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 email from the Bidder to the Procurement Administrator should be addressed to 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 business 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 business 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. The initial review states either that the Part 1 Proposal is complete and is being considered, or the initial review lists items of the Part 1 Proposal that are incomplete or require clarification.

Deficiencies

If the Part 1 Proposal from a Bidder 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 a first deficiency notice is sent to the Bidder, whichever comes later, to respond. If the Bidder responds to a deficiency notice within the time allowed but the response does not correct all deficiencies, the Bidder will, to the extent feasible, receive a further deficiency notice from the Procurement Administrator with additional time to respond. *Such additional time to respond to a further deficiency notice may be as short as two (2) hours*. If a Bidder fails to respond to a deficiency notice within the time allowed or if a Bidder fails to provide additional information in response to a deficiency notice within the time allowed, the Part 1 Proposal will be rejected. If the Part 1 Proposal is complete, the Procurement Administrator sends a notice that the Part 1 Proposal is complete and is being considered.

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 this Part 1 Form.

PART 1 FORM

A Bidder that fulfilled all the requirements of the Part 1 Proposal for a procurement event for a Company under the BEC RFP is a "Prior P1 Bidder". A Prior P1 Bidder must review all previously submitted information in the online Part 1 Form and make any needed updates before submitting the Part 1 Proposal for review by the Procurement Administrator. A Prior P1 Bidder must review contact information for the individuals involved in the submission of the Proposal and make any needed update. To the extent that the identity of the Officer of the Bidder remains the same, the Officer of the Bidder may submit a single representation applicable to all procurement events that all previously made representations and certifications of the Part 1 Proposal submitted in response to the BEC RFP remain valid and will remain valid for the timeframes required by the Supplemental Rules. **This certification may be provided in the Third Item of Section 1.**

A Bidder that is not a Prior P1 Bidder for a procurement event for a Company must complete all applicable sections of the online Part 1 Form below for the procurement event for that Company.

1. Basic Information

First Item: Name and Address of the Bidder

Legal Name of Bidder

Street Address

City *State* *Zip Code*

Second Item: Participation in MISO or PJM Markets

A Bidder that submits a Proposal to the BEC RFP must be a member of PJM in good standing (either as an Affiliate Member or as a Voting Member as these terms are defined by PJM) and/or must be a Certified Market Participant in MISO (as this term is defined by MISO) as of the opening of the Part 1 Window.

A Bidder that currently is a Seller under the (AIC) Confirmation agreement, or under the (ComEd) Master Agreement, or under the (MEC) Confirmation Agreement, or under the (AIC) Capacity Agreement meets this requirement. A Bidder that has been a Seller under the (AIC) Confirmation Agreement, or under the (ComEd) Master Agreement, or under the (MEC) Confirmation Agreement, or under the (AIC) Capacity Agreement pursuant to winning Bids in procurement event under the BEC RFP or under the Standard Products RFP in 2016 or later also meets this requirement.

Is the Bidder currently a Seller to a Company under the applicable supplier contract or has the Bidder been a Seller to a Company under an applicable supplier contract pursuant to a procurement event under the BEC RFP or under the Standard Products RFP in 2016 or later?

☐ **Yes** ☐ **No**

If YES, please proceed to the next item.
If NO, **PLEASE PROVIDE EVIDENCE THE BIDDER IS AN AFFILIATE MEMBER OR A VOTING MEMBER IN PJM AND/OR THAT IT IS A CERTIFIED MARKET PARTICIPANT IN MISO**.

A Bidder that participates in PJM or MISO through another entity, such as a scheduling agent, must provide evidence of its relationship with such other entity and must provide evidence that such other entity is an Affiliate Member or a Voting Member in PJM and/or that it is a Certified Market Participant in MISO.

Third 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 ALL APPLICABLE P2 CERTIFICATIONS INSERTS DURING THE PART 1 WINDOW FOR EARLY PROCESSING.** The P2 Certifications Inserts are available on the procurement website.

It is expected that, if a Bidder has Bids for a procurement event 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. 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.

Given Name(s) of the Officer of the Bidder | *Last Name* | *Mr/Mrs/Ms/Dr/(other)*

Title

Street Address

City | *State* | *Zip Code*

Business Telephone No. | *Mobile Telephone No.* | *Email Address*

A Prior P1 Bidder that has not changed the identity of the Officer of the Bidder may submit a single certification from the Officer of the Bidder that all previously made representations and certifications of the Part 1 Proposal submitted in response to the BEC RFP remain valid and will remain valid for the timeframes required by the Supplemental Rules by completing the Prior P1 Bidder Insert prepared for this purpose. The Prior P1 Bidder Insert is also labelled INSERT #P1-17.

PLEASE PROVIDE INSERT #P1-17 BELOW IF YOU ARE ELIGIBLE TO DO SO.

_____
Name of Bidder

THE PROCUREMENT ADMINISTRATOR IS ACCEPTING DIGITALLY SIGNED INSERTS.

This Insert may be completed as follows:

- ***Submitted with a digital signature (using commercially available software such as DocuSign) with an accompanying document or information verifying the identity of the signatory.***

If completed with a digital signature, this Insert and accompanying document or information may be uploaded to the online Part 1 Form or may be sent by email to the Procurement Administrator at Illinois-RFP@nera.com.

This Insert may also be completed as follows:

- ***Submitted with a scanned wet signature;***

or

- ***Submitted with an electronic signature (such as an image of a signature).***

If completed with a scanned or electronic signature, this Insert must be sent by email to the Procurement Administrator at Illinois-RFP@nera.com by the signatory or with the signatory on copy.

PRIOR P1 BIDDER INSERT (#P1-17)

YOU MUST COMPLETE ONLY ONE SECTION, EITHER SECTION A OR SECTION B, DEPENDING ON YOUR ANSWERS TO THE FOLLOWING QUESTIONS.

Are you a "Prior P2 Bidder" for the procurement event for a Company as that term is defined in the Supplemental Rules?

☐ **Yes** ☐ **No**

If YES, please proceed to Section A.
If NO, please proceed to the next question.

Are you a "Prior P1 Bidder" for the procurement event for a Company as that term is defined in the Supplemental Rules?

☐ **Yes** ☐ **No**

If YES, please proceed to Section B.

If NO, a Bidder that is not a Prior P1 Bidder for a procurement event for a Company must complete all applicable sections of the online Part 1 Form for the procurement event for that Company. Such Bidder **SHOULD NOT** complete this Prior P1 Bidder Insert (#P1-17).

SECTION A – APPLICABLE TO PRIOR P2 BIDDERS

Please select all procurement events for which you are a Prior P2 Bidder and for which you are submitting a Proposal under the Supplemental RFP.

☐ AIC Energy procurement event
☐ ComEd procurement event
☐ MEC procurement event

I certify, for the procurement events selected above in this Section A, that:

(1) All previously made representations and certifications of the Part 1 Proposal submitted in response to the BEC RFP remain valid and will remain valid for the timeframes required by the Supplemental Rules; and

(2) All previously made representations and certifications of the Part 2 Proposal submitted in response to the BEC RFP remain valid and will remain valid for the timeframes required by the Supplemental Rules.

_____ _____
Signature of Officer of the Bidder Date

_____
Printed Name

SECTION B – APPLICABLE TO PRIOR P1 BIDDERS THAT ARE NOT ALSO PRIOR P2 BIDDERS

Please select all procurement events for which you are a Prior P1 Bidder, you are not a Prior P2 Bidder, and for which you are submitting a Proposal under the Supplemental RFP.

☐ AIC Energy procurement event
☐ ComEd procurement event
☐ MEC procurement event

I certify, for the procurement events selected above in this Section B, that all previously made representations and certifications of the Part 1 Proposal submitted in response to the BEC RFP remain valid and will remain valid for the timeframes required by the Supplemental Rules.

_____ _____
Signature of Officer of the Bidder Date

_____
Printed Name

Fourth 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 for a procurement event. The Representative must be an employee or officer of the Bidder and may not be an Advisor of the Bidder. An "Advisor" is an entity or an individual that will be advising or assisting a Bidder with the completion of a Proposal, bidding strategy, estimation of the value of the Product(s), or estimation of the risks associated with becoming a supplier. A Bidder that is submitting Bids for a procurement event for a Company must adhere to the requirements of an Advisor as described in the Part 2 Proposal.

THE OFFICER OF THE BIDDER DESIGNATES A REPRESENTATIVE BY FULLY COMPLETING THE REPRESENTATIVE INSERT PREPARED FOR THIS PURPOSE. THE BIDDER PROVIDES THE REPRESENTATIVE INSERT 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.
The Officer of the Bidder may name himself or herself as the Representative.

_____
Name of Bidder

THE PROCUREMENT ADMINISTRATOR IS ACCEPTING DIGITALLY SIGNED INSERTS.

This Insert may be completed as follows:

- ***Submitted with a digital signature (using commercially available software such as DocuSign) with an accompanying document or information verifying the identity of the signatory.***

If completed with a digital signature, this Insert and accompanying document or information may be uploaded to the online Part 1 Form or may be sent by email to the Procurement Administrator at Illinois-RFP@nera.com.

This Insert may also be completed as follows:

- ***Submitted with a scanned wet signature;***

or

- ***Submitted with an electronic signature (such as an image of a signature).***

If completed with a scanned or electronic signature, this Insert must be sent by email to the Procurement Administrator at Illinois-RFP@nera.com by the signatory or with the signatory on copy.

REPRESENTATIVE INSERT (#P1-1)

_____ (the Officer of the Bidder named in the Part 1 Form) hereby designates _____ (name of the Representative), whose contact information is provided in the Part 1 Form, to serve as the Representative of the Bidder.

_____ _____
Signature of Officer of the Bidder Date

PLEASE PROVIDE THE CONTACT INFORMATION FOR THE REPRESENTATIVE BELOW.

Given Name(s) of the Representative | *Last Name* | *Mr/Mrs/Ms/Dr/(other)*

Title

Street Address

City | *State* | *Zip Code*

Business Telephone No. | *Mobile Telephone No.* | *Email Address*

Fifth 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). A Nominee must be an employee or officer of the Bidder and may not be an Advisor of the Bidder. **The Officer of the Bidder or the Representative may designate Nominee(s) at any time prior to the submission of Bids using the Nominee Insert and is not required to do so in the Part 1 Proposal.**

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 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 reply from the Bidder to the Procurement Administrator by email should be addressed to Illinois-RFP@nera.com to ensure a prompt reply.

A Bidder must indicate whether the Representative is designating one or more Nominee(s) below.

Is the Officer of the Bidder or 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 INSERT. THE NOMINEE INSERT MAY BE PROVIDED BY EMAIL OR BY UPLOAD TO THE APPLICATION WEBSITE.** The Nominee Insert is available on the procurement website. The Nominee Insert is also labelled Insert #P1-2.

_____
Name of Bidder

THE PROCUREMENT ADMINISTRATOR IS ACCEPTING DIGITALLY SIGNED INSERTS.

This Insert may be completed as follows:

- ***Submitted with a digital signature (using commercially available software such as DocuSign) with an accompanying document or information verifying the identity of the signatory.***

If completed with a digital signature, this Insert and accompanying document or information may be uploaded to the online Part 1 Form or may be sent by email to the Procurement Administrator at Illinois-RFP@nera.com.

This Insert may also be completed as follows:

- ***Submitted with a scanned wet signature;***

or

- ***Submitted with an electronic signature (such as an image of a signature).***

If completed with a scanned or electronic signature, this Insert must be sent by email to the Procurement Administrator at Illinois-RFP@nera.com by the signatory or with the signatory on copy.

Nominee Insert (#P1-2)

_____ (the Officer of the Bidder or the Representative) authorizes the individual(s) whose contact information is immediately below to receive all correspondence from the Procurement Administrator.

_____ _____
Signature of Officer or Representative Date

Contact Information for Nominee #1

Given Name(s) *Last Name*

Title

Business Telephone No. *Mobile Telephone No.* *Email Address*

Contact Information for Nominee #2

Given Name(s) *Last Name*

Title

Business Telephone No. *Mobile Telephone No.* *Email Address*

Contact Information for Nominee #3

Given Name(s)

Last Name

Title

Business Telephone No.

Mobile Telephone No.

Email Address

2. Bid Participation Fee

Has the Bidder paid a Bid Participation Fee pursuant to its participation in a prior 2022 procurement event?

☐ **Yes** ☐ **No**

If YES, please proceed to Section 3.
If NO, PLEASE FULLY COMPLETE THIS SECTION.

A BIDDER MUST PAY ONCE A BID PARTICIPATION FEE OF $500 IN 2022. Such Bidder that submits a Part 1 Proposal in more than one procurement event is only required to pay one Bid Participation Fee. A Bidder that has paid the Bid Participation Fee will not be reimbursed, even if such 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.

Such Bidder must pay the Bid Participation Fee to the IPA as a condition of completing the Part 1 Proposal. Such Bidder can pay the Bid Participation Fee: (i) by e-pay through https://magic.collectorsolutions.com/magic-ui/payments/illinois-power-agency-ipa/202227; or (ii) by ACH Automatic Clearing House in CCD or CCD+ format. Detailed instructions for submission of the Bid Participation Fee are available from the Procurement Administrator upon request.

THE BID PARTICIPATION FEE IS DUE BY THE PART 1 DATE AND THE BIDDER MUST PROVIDE EVIDENCE OF COMPLIANCE WITH THIS REQUIREMENT. Such evidence includes a confirmation page from the e-check website, confirmation of receipt of ACH payment from the Illinois Treasurer's Office, or a receipt from the IPA.

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

For the Bidder to be eligible to continue its participation in the RFP, the Procurement Administrator must be able to get confirmation from the IPA that the IPA has received payment of the Bid Participation Fee from the Bidder.

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], in which case the Bidder is the "Entity"

(b) ☐ ___[enter the legal name of the party], in which case 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 9 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. Any Bidder applying under an Agency Agreement must select option (b) above and must name the Principal with the lowest credit rating and the lowest tangible net worth as the Entity upon whose financial standing the Bidder is relying.

Second Item: Credit Ratings for the Entity

The Bidder must provide, for the Entity on whose financial standing it is relying, any available ratings from S&P Global Ratings ("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 MUST PROVIDE THE FINANCIAL INFORMATION RELATED TO THE ENTITY REQUESTED IN THIS SECTION BY EMAIL OR BY UPLOADING THE DOCUMENTS TO THE APPLICATION WEBSITE.

If the Bidder is relying on its own financial standing and financial information is not available for the Entity (which is the Bidder), please state this fact directly below.

Justification of Omissions – Unavailable Financial Information for the Bidder (optional)

If financial information is unavailable for the Entity (other than the Bidder itself), 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.

	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 _____

(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 if available 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 most recent quarterly or monthly financial data submitted or state that such a report is not available.

	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 _____

(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.

	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 for each of the uploaded documents _____

4. Requirements for Bidders on AIC Energy Products/Combinations

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

Do you intend to bid on AIC's Energy 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 AIC Energy Contract Documents

THE BIDDER IS ASKED TO PROVIDE ALL INFORMATION NECESSARY FOR THE PREPARATION OF THE (AIC) CONFIRMATION AGREEMENT BY FULLY COMPLETING THE AIC ENERGY CONTRACT INSERT PREPARED FOR THIS PURPOSE. THE BIDDER PROVIDES THE AIC ENERGY CONTRACT INSERT IN MICROSOFT WORD FORMAT BY EMAIL OR UPLOAD TO THE APPLICATION WEBSITE. The AIC Energy Contract Insert is available on the procurement website. The AIC Energy Contract Insert is also labelled INSERT #P1-3. 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 information to prepare the (AIC) Confirmation Agreement?

☐ **Yes** ☐ **No**

If YES:
PLEASE UPLOAD THE DULY COMPLETED AIC ENERGY CONTRACT INSERT.

_____
Name of Bidder

AIC ENERGY CONTRACT INSERT (#P1-3)

The information that you provide below will be used to complete the Notice to the (AIC) Confirmation 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:

ATTN:

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

Street Address

City | *State* | *Zip Code*

Telephone No. | *Email Address*

DUNS | *Federal Tax I.D. Number*

(c) Invoices:

ATTN:

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

Telephone No. | *Email Address:*

(d) Scheduling:

ATTN:

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

Telephone No. | *Email Address*

(e) Payments:

ATTN:

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

Telephone No. | *Email Address*

(f) Wire Transfer:

Bank

ABA | *ACCT*

(g) ACH Transfer

Bank

ABA | *ACCT*

(h) Credit and Collections:

ATTN:

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

Telephone No. | *Email Address*

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

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

Telephone No. | *Email Address*

(j) Contact information for the individual signing the (AIC) Confirmation Agreement:

Given Name(s) | *Last Name* | *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.

If you wish to use the Supplement intended for Regulated Entities under the ISDA 2018 U.S. Resolution Stay Protocol, please click here: ☐

<u>If NO:</u>
The Procurement Administrator will require the Officer of the Bidder to acknowledge that, **IF THE PROCUREMENT ADMINISTRATOR NOTIFIES THE BIDDER THAT THE BIDDER HAS BIDS ON AIC'S ENERGY PRODUCTS AND/OR COMBINATIONS THAT ARE IDENTIFIED AS WINNING BIDS TO THE ICC, THE BIDDER WILL BE REQUIRED TO PROVIDE ALL NECESSARY INFORMATION BY 12 PM (NOON) CPT ON THE DAY AFTER SUCH NOTIFICATION IS RECEIVED.** The Officer of the Bidder makes such acknowledgment by completing the AIC Energy Contract Delay Insert prepared for this purpose and available from the Procurement Administrator. If required by the Procurement Administrator, the Bidder provides the AIC Energy Contract Delay Insert by email or by upload to the Justification of Omissions section.

Second Item: Representations of the Officer of the Bidder

THE OFFICER OF THE BIDDER MUST MAKE THE CERTIFICATIONS DETAILED IN THE RFP RULES. THE OFFICER OF THE BIDDER MAKES SUCH CERTIFICATIONS BY FULLY COMPLETING THE AIC ENERGY P1 CERTIFICATIONS INSERT PREPARED FOR THIS PURPOSE. THESE CERTIFICATIONS MAY BE PROVIDED BY EMAIL OR BY UPLOAD TO THE APPLICATION WEBSITE. The AIC Energy P1 Certifications Insert is available on the procurement website. The AIC Energy P1 Certifications Insert is also labelled INSERT #P1-4.

A Prior P1 Bidder that submitted the Prior P1 Bidder Insert (INSERT #P1-17) above is not required to update the AIC Energy P1 Certifications Insert (INSERT #P1-4) for participation in this Supplemental Procurement Event.

_____
Name of Bidder

THE PROCUREMENT ADMINISTRATOR IS ACCEPTING DIGITALLY SIGNED INSERTS.

This Insert may be completed as follows:

- ***Submitted with a digital signature (using commercially available software such as DocuSign) with an accompanying document or information verifying the identity of the signatory.***

If completed with a digital signature, this Insert and accompanying document or information may be uploaded to the online Part 1 Form or may be sent by email to the Procurement Administrator at Illinois-RFP@nera.com.

This Insert may also be completed as follows:

- ***Submitted with a scanned wet signature;***

or

- ***Submitted with an electronic signature (such as an image of a signature).***

If completed with a scanned or electronic signature, this Insert must be sent by email to the Procurement Administrator at Illinois-RFP@nera.com by the signatory or with the signatory on copy.

AIC ENERGY P1 CERTIFICATIONS INSERT (#P1-4)

I certify that:

(3) The Part 1 Proposal will remain in full force and effect until nine (9) business days after the Bid Date;

(4) To the best of my knowledge and belief, all information provided in the Part 1 Proposal is true and accurate;

(5) 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;

(6) The submission of the 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;

(7) 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;

(8) I understand the terms of the (AIC) Confirmation Agreement and the Bidder accepts all of the terms of the (AIC) Confirmation Agreement without modifications;

(9) 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 (AIC) Confirmation Agreement;

(10) The Bidder has all regulatory authorizations necessary for it to legally perform its obligations under the (AIC) Confirmation Agreement;

(11) 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 (AIC) Confirmation Agreement; and

(12) The Bidder is not in violation of the Displaced Energy Workers Bill of Rights as provided under Section 10-25 of the Energy Community Reinvestment Act (20 ILCS 735/) at the time of the submission of the Part 1 Proposal.

_____ _____
Signature of Officer of the Bidder Date

_____
Printed Name

Third Item: Comments on the Letters of Credit

The Procurement Administrator is not soliciting comments on the Letters of Credit at this time.

5. Requirements for Bidders on ComEd Products/Combinations

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

Do you intend to bid on ComEd's 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) MASTER AGREEMENT BY FULLY COMPLETING THE COMED CONTRACT INSERT PREPARED FOR THIS PURPOSE. THE BIDDER PROVIDES THE COMED CONTRACT INSERT IN MICROSOFT WORD FORMAT BY EMAIL OR UPLOAD TO THE APPLICATION WEBSITE. The ComEd Contract Insert is available on the procurement website. The ComEd Contract Insert is also labelled INSERT #P1-6.

If such Bidder relies on the financial standing of an RFP Guarantor, the Bidder will be asked to make any and all elections for the Guaranty pursuant to the (ComEd) Master Agreement and provide all contact information necessary for the execution of such Guaranty.

Are you providing the information to prepare the (ComEd) Master Agreement and Guaranty?

☐ **Yes** ☐ **No**

If YES:

PLEASE UPLOAD THE DULY COMPLETED COMED CONTRACT INSERT.

_____

Name of Bidder

COMED CONTRACT INSERT (#P1-6)

1. Elections and Information Needed to Prepare the Cover Sheet

The information that you provide below will be used to complete the Cover Sheet to the (ComEd) Master Agreement. If any of the information requested below is unavailable, please enter N/A in the corresponding fields.

Failure to provide the necessary information by 12 PM (noon) CPT on the day after the Procurement Administrator notifies the Bidder that the Bidder has Bids on the Company's Products and/or Combinations that are identified as winning Bids to the ICC may result in the Bidder or its Guarantor being assigned an Unsecured Credit Limit of zero. Failure to provide a current telephone and e-mail information in the Credit and Collections section of the ComEd Contract Insert may reduce the time available for the Bidder to respond to a Margin Call, which could result in a default under the (ComEd) Master Agreement.

(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:

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

Telephone No. *E-mail Address*

Federal Tax I.D. Number

(c) Invoices:

ATTN:

Telephone *E-mail*

(d) Scheduling:

ATTN:

Telephone *E-mail*

(e) Payments:

ATTN:

Telephone *E-mail*

(f) Wire Transfer:

BANK

ABA *ACCT*

(g) Credit and Collections:

ATTN:

Telephone *E-mail*

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

Telephone *E-mail*

(i) 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). [If you choose the first option below, ComEd notes that in the past, such accounts were assessed fees that exceeded $100/month.]:

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%_____

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

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

If you wish to use the Supplement intended for Regulated Entities under the ISDA 2018 U.S. Resolution Stay Protocol, please click here: ☐

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

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

☐ **Yes** ☐ **No**

If NO, the ComEd Contract Insert is complete.
If YES, please provide:

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

Whether the Bidder is a Corporation, Partnership, etc

Jurisdiction under whose laws the Bidder is existing and organized

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

Whether the Guarantor is a Corporation, Partnership, etc

Jurisdiction under whose laws the Guarantor is existing and organized

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

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

ATTN:

Street Address

City *State* *Zip Code*

Phone Number *E-mail*

With a Copy to (optional):

ATTN:

Street Address

City *State* *Zip Code*

Phone Number *E-mail*

(iv) Please specify whether you are electing Option 1 or Option 2 in Paragraph 1 of the Guaranty by filling out the information below. If unless an amount is specified for Option 1, and that Option is selected, the Guaranty will be assumed to have a value of $0 and thus have no value.

Paragraph 1 of Guaranty: [Specify Option 1 or Option 2. If Option 1 is specified, please specify amount]

1. The Guarantor, as primary obligor and not merely as surety, hereby irrevocably and unconditionally guarantees the full and prompt payment when due (whether by acceleration or otherwise) of any sums due and payable by the Seller as a result of an Event of Default under the Agreement(s) (including, without limitation, indemnities, damages, fees and interest thereon, pursuant to the terms of the Agreement(s)). Notwithstanding anything to the contrary herein, the maximum aggregate liability of the Guarantor under this Guaranty shall

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

All such principal, interest, obligations and liabilities, collectively, are the "Guaranteed Obligations". This Guaranty is a guarantee of payment and not of collection.

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

☐ **Yes** ☐ **No**

If yes, the ComEd Contract Insert is complete.
If no, please indicate whether the Guarantor is adopting each change. All such optional changes are shown in redline below.

(Optional Change #1A) Introduction:
Terms not defined herein shall have the meanings given to them in the Master Power Purchase and Sale Agreement(s) included in Appendix A of this Guaranty (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 Block Energy RFP (the "Transactions" and together with the Master Agreement(s), 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?
(Note: If you elect this optional change 1A, you cannot elect optional change 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(s) included in Appendix A of this Guaranty (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) and Confirmation(s) entered into with the Seller pursuant to the Block Energy RFP (the "Transactions" and together with the Master Agreement(s), 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?
(Note: If you elect this optional change 2A, you cannot elect optional change 1A.)
☐ yes ☐ no

(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 ~~will not exercise any~~shall be subrogated to all rights~~, which it may acquire by way~~ of ~~subrogation until~~the Guaranteed Party against Seller upon payment or satisfaction of all Guaranteed Obligations owing to the Guaranteed Party pursuant to the Agreement(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, which consent shall not be unreasonably withheld or delayed; and provided further that the Guarantor may, without the prior written consent of the Guaranteed Party, assign all of its rights and obligations under this Guaranty to an entity that has succeeded to the Guarantor by merger or by purchase of all or substantially all of the assets of the Guarantor and, in either case, has expressly assumed in writing all of the obligations of the Guarantor under this Guaranty. The assignment rights of the Guaranteed Party will be in accordance with any applicable terms of the Agreement(s).

Do you want to adopt optional change #5?

☐ yes ☐ no

(Optional Change #6) Paragraph 8:

8. This Guaranty shall be binding upon the Guarantor and upon its successors and assigns and shall inure to the benefit of and be enforceable by the Guaranteed Party and its successors and assigns; provided, however, that the Guarantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Guaranteed Party, which consent shall not be unreasonably withheld or delayed~~; and provided further that the Guarantor may, without the prior written consent of the Guaranteed Party, assign all of its rights and obligations under this Guaranty to an entity that has succeeded to the Guarantor by merger or by purchase of all or substantially all of the assets of the Guarantor and, in either case, has expressly assumed in writing all of the obligations of the Guarantor under this Guaranty~~. The assignment rights of the Guaranteed Party will be in accordance with any applicable terms of the Agreement(s).

Do you want to adopt optional change #6?

(Note: If you elect this optional change 6, you cannot elect optional change 7.)

☐ 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 the Guarantor may, without the prior written consent of the Guaranteed Party, assign all of its rights and obligations under this Guaranty to an entity that has succeeded to the Guarantor by merger or by purchase of all or substantially all of the assets of the Guarantor and, in either case, has expressly assumed in writing all of the obligations of the Guarantor under this Guaranty~~. The assignment rights of the Guaranteed Party will be in accordance with any applicable terms of the Agreement(s).

Do you want to adopt optional change #7?
(Note: If you elect this optional change 7, you cannot elect optional change 6.)
☐ yes ☐ no

(Optional Change #8) Paragraph 8:
8. This Guaranty shall be binding upon the Guarantor and upon its successors and assigns and shall inure to the benefit of and be enforceable by the Guaranteed Party and its successors and assigns; provided, however, that the Guarantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Guaranteed Party, which consent shall not be unreasonably withheld or delayed; and provided further that the Guarantor may, without the prior written consent of the Guaranteed Party, assign all of its rights and obligations under this Guaranty to an entity that has succeeded to the Guarantor by merger or by purchase of all or substantially all of the assets of the Guarantor and, in either case, has expressly assumed in writing all of the obligations of the Guarantor under this Guaranty. The assignment rights of the Guaranteed Party will be in accordance with ~~any~~the applicable assignment terms ~~of~~under 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, n~~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, 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 #11?

☐ yes ☐ no

(Optional Change #12) Paragraph 14:

14. This Guaranty and the rights and obligations of the Seller and the Guarantor hereunder shall be construed in accordance with and governed by the laws of the State of ~~Illinois~~NewYork (without regard to conflict of law principles that would require the application of the substantive law of any other jurisdiction). The Guarantor and Guaranteed Party jointly and severally agree and irrevocably submit to the exclusive jurisdiction of state and federal courts located in the State of Illinois over any disputes arising or relating to this Guaranty and waive and agree not to assert as a defense any objections to venue or inconvenient forum. The Guarantor and the Guaranteed Party consent to and grant any such court jurisdiction over the person of such party and over the subject matter of such dispute and agree that summons or other legal process in connection with any such action or proceeding shall be deemed properly and effectively served when sent by certified U.S. mail, return receipt requested, to the address of the other party set forth in Paragraph 12 hereof, or in such other manner as may be permitted by law. The Guarantor and the Guaranteed Party each hereby

irrevocably waives any and all rights to trial by jury with respect to any legal proceeding arising out of or relating to this Guaranty.

Do you want to adopt optional change #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 ~~state and~~the federal courts located in the State of Illinois over any disputes arising or relating to this Guaranty and waive and agree not to assert as a defense any objections to venue or inconvenient forum. The Guarantor and the Guaranteed Party consent to and grant any such court jurisdiction over the person of such party and over the subject matter of such dispute and agree that summons or other legal process in connection with any such action or proceeding shall be deemed properly and effectively served when sent by certified U.S. mail, return receipt requested, to the address of the other party set forth in Paragraph 12 hereof, or in such other manner as may be permitted by law. The Guarantor and the Guaranteed Party each hereby irrevocably waives any and all rights to trial by jury with respect to any legal proceeding arising out of or relating to this Guaranty.

Do you want to adopt optional change #13?

☐ yes ☐ no

(Optional Change #14) Remove Paragraph 17:

~~17. Notwithstanding anything to the contrary contained herein or in the Agreement(s), whether express or implied, the Guarantor shall in no event be required to pay or be liable to the Guaranteed Party for any consequential, indirect or punitive damages, opportunity costs or lost profits.~~

Do you want to adopt optional change #14?

☐ yes ☐ no

(Optional Change #15) Remove Paragraph 18:

~~18. Nothing herein is intended to deny to the Guarantor, and it is expressly agreed that the Guarantor shall have and may assert, any and all of the defenses, set-offs, counterclaims and other rights which Seller is or may be entitled arising from or out of the Agreement(s) or otherwise, except for defenses arising out of the bankruptcy, insolvency, dissolution or liquidation of Seller.~~

Do you want to adopt optional change #15?

☐ yes ☐ no

(Optional Change #16) Add Paragraph 19:

19. If the Guarantor is a trust: no trustee of the Guarantor shall be held to any liability whatsoever for any obligation under this Guaranty, and this Guaranty shall not be enforceable against any such trustee in their or its, his or her individual capacities or capacity; and this Guaranty shall be enforceable against the trustees of the Guarantor only as such, and every person, firm, association, trust or corporation having any claim or demand arising under this Guaranty and relating to

the Guarantor or any trustee of the Guarantor shall look solely to the trust estate of the Guarantor for the payment or satisfaction thereof.

Do you want to adopt optional change #16?

☐ yes ☐ no

If NO:
The Procurement Administrator will require the Officer of the Bidder to 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 BY 12 PM (NOON) CPT ON THE DAY AFTER SUCH NOTIFICATION IS RECEIVED.** Failure to provide the necessary information by 12 PM (noon) CPT on the day after 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 may result in the Bidder or its RFP Guarantor being assigned an Unsecured Credit Limit of zero. Failure to provide a current telephone and email information in the Credit and Collections section of the ComEd Contract Insert may reduce the time available for the Bidder to respond to a Margin Call, which could result in a default under the (ComEd) Master Agreement. The Officer of the Bidder makes such acknowledgment by completing the ComEd Contract Delay Insert prepared for this purpose and available from the Procurement Administrator. If required by the Procurement Administrator, the Bidder provides the ComEd Contract Delay Insert by email or by upload to the Justification of Omissions section.

Second Item: Representations of the Officer of the Bidder

THE OFFICER OF THE BIDDER MUST MAKE THE CERTIFICATIONS DETAILED IN THE RFP RULES. THE OFFICER OF THE BIDDER MAKES SUCH CERTIFICATIONS BY FULLY COMPLETING THE COMED P1 CERTIFICATIONS INSERT PREPARED FOR THIS PURPOSE. THESE CERTIFICATIONS MAY BE PROVIDED BY EMAIL OR BY UPLOAD TO THE APPLICATION WEBSITE. The ComEd P1 Certifications Insert is available on the procurement website. The ComEd P1 Certifications Insert is also labelled INSERT #P1-7.

A Prior P1 Bidder that submitted the Prior P1 Bidder Insert (INSERT #P1-17) above is not required to update the ComEd P1 Certifications Insert (INSERT #P1-7) for participation in this Supplemental Procurement Event.

_____
Name of Bidder

THE PROCUREMENT ADMINISTRATOR IS ACCEPTING DIGITALLY SIGNED INSERTS.

This Insert may be completed as follows:

- ***Submitted with a digital signature (using commercially available software such as DocuSign) with an accompanying document or information verifying the identity of the signatory.***

If completed with a digital signature, this Insert and accompanying document or information may be uploaded to the online Part 1 Form or may be sent by email to the Procurement Administrator at Illinois-RFP@nera.com.

This Insert may also be completed as follows:

- ***Submitted with a scanned wet signature;***

or

- ***Submitted with an electronic signature (such as an image of a signature).***

If completed with a scanned or electronic signature, this Insert must be sent by email to the Procurement Administrator at Illinois-RFP@nera.com by the signatory or with the signatory on copy.

ComEd P1 Certifications Insert (#P1-7)

I certify that:

(1) The 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 the 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) Master Agreement and the Bidder accepts all of the terms of the (ComEd) 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) Master Agreement;

(8) The Bidder has all regulatory authorizations necessary for it to legally perform its obligations under the (ComEd) Master Agreement;

(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) Master Agreement and Confirmation; and

(10) The Bidder is not in violation of the Displaced Energy Workers Bill of Rights as provided under Section 10-25 of the Energy Community Reinvestment Act (20 ILCS 735/) at the time of the submission of the Part 1 Proposal.

_____ _____

Signature of Officer of the Bidder Date

_____

Printed Name

Third Item: Comments on the Letters of Credit

The Procurement Administrator is not soliciting comments on the Letters of Credit at this time.

6. Requirements for Bidders on MEC Products/Combinations

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

Do you intend to bid on MEC's 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 MEC Supplier Contract Documents

THE BIDDER IS ASKED TO PROVIDE ALL INFORMATION NECESSARY FOR THE PREPARATION OF THE (MEC) CONFIRMATION AGREEMENT BY FULLY COMPLETING THE MEC CONTRACT INSERT PREPARED FOR THIS PURPOSE. THE BIDDER PROVIDES THE MEC CONTRACT INSERT IN MICROSOFT WORD FORMAT BY EMAIL OR UPLOAD TO THE APPLICATION WEBSITE. The MEC Contract Insert is available on the procurement website. The MEC Contract Insert is also labelled INSERT #P1-9. 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 information to prepare the (MEC) Confirmation Agreement?

☐ **Yes** ☐ **No**

If YES:
PLEASE UPLOAD THE DULY COMPLETED MEC CONTRACT INSERT.

_____
Name of Bidder

MEC CONTRACT INSERT (#P1-9)

The information that you provide below will be used to complete the Notice to the (MEC) Confirmation 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:

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

Telephone No.	*Email Address*

DUNS	*Federal Tax I.D. Number*

(c) Invoices:

ATTN:

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

Telephone No.	*Email Address:*

(d) Scheduling:

ATTN:

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

Telephone No.	*Email Address*

(e) Payments:

ATTN:

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

Telephone No.	*Email Address*

(f) Wire Transfer:

Bank

ABA	*ACCT*

(g) ACH Transfer

Bank

ABA	*ACCT*

(h) Credit and Collections:

ATTN:

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

Telephone No. | *Email Address*

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

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

Telephone No. | *Email Address*

(j) Contact information for the individual signing the (MEC) Confirmation Agreement:

Given Name(s) | *Last Name* | *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.

If you wish to use the Supplement intended for Regulated Entities under the ISDA 2018 U.S. Resolution Stay Protocol, please click here: ☐

<u>If NO:</u>
The Procurement Administrator will require the Officer of the Bidder to acknowledge that, **IF THE PROCUREMENT ADMINISTRATOR NOTIFIES THE BIDDER THAT THE BIDDER HAS BIDS ON MEC'S PRODUCTS AND/OR COMBINATIONS THAT ARE IDENTIFIED AS WINNING BIDS TO THE ICC, THE BIDDER WILL BE REQUIRED TO PROVIDE ALL NECESSARY INFORMATION BY 12 PM (NOON) CPT ON THE DAY AFTER SUCH NOTIFICATION IS RECEIVED.** The Officer of the Bidder makes such acknowledgment by completing the MEC Contract Delay Insert prepared for this purpose and available from the Procurement Administrator. If required by the Procurement Administrator, the Bidder provides the MEC Contract Delay Insert by email or by upload to the Justification of Omissions section.

Second Item: Representations of the Officer of the Bidder

THE OFFICER OF THE BIDDER MUST MAKE THE CERTIFICATIONS DETAILED IN THE RFP RULES. THE OFFICER OF THE BIDDER MAKES SUCH CERTIFICATIONS BY FULLY COMPLETING THE MEC P1 CERTIFICATIONS INSERT PREPARED FOR THIS PURPOSE. THESE CERTIFICATIONS MAY BE PROVIDED BY EMAIL OR BY UPLOAD TO THE APPLICATION WEBSITE. The MEC P1 Certifications Insert is available on the procurement website. The MEC P1 Certifications Insert is also labelled INSERT #P1-10.

A Prior P1 Bidder that submitted the Prior P1 Bidder Insert (INSERT #P1-17) above is not required to update the MEC P1 Certifications Insert (INSERT #P1-10) for participation in this Supplemental Procurement Event.

_____
Name of Bidder

THE PROCUREMENT ADMINISTRATOR IS ACCEPTING DIGITALLY SIGNED INSERTS.

This Insert may be completed as follows:

- ***Submitted with a digital signature (using commercially available software such as DocuSign) with an accompanying document or information verifying the identity of the signatory.***

If completed with a digital signature, this Insert and accompanying document or information may be uploaded to the online Part 1 Form or may be sent by email to the Procurement Administrator at Illinois-RFP@nera.com.

This Insert may also be completed as follows:

- ***Submitted with a scanned wet signature;***

or

- ***Submitted with an electronic signature (such as an image of a signature).***

If completed with a scanned or electronic signature, this Insert must be sent by email to the Procurement Administrator at Illinois-RFP@nera.com by the signatory or with the signatory on copy.

MEC P1 CERTIFICATIONS INSERT (#P1-10)

I certify that:

(1) The 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 the 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 (MEC) Confirmation Agreement and the Bidder accepts all of the terms of the (MEC) Confirmation 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 (MEC) Confirmation Agreement;

(8) The Bidder has all regulatory authorizations necessary for it to legally perform its obligations under the (MEC) Confirmation Agreement;

(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 (MEC) Confirmation Agreement; and

(10) The Bidder is not in violation of the Displaced Energy Workers Bill of Rights as provided under Section 10-25 of the Energy Community Reinvestment Act (20 ILCS 735/) at the time of the submission of the Part 1 Proposal.

_____ _____
Signature of Officer of the Bidder Date

_____
Printed Name

Third Item: Comments on the Letters of Credit

The Procurement Administrator is not soliciting comments on the Letters of Credit at this time.

7. Requirements for Bidders on AIC Capacity Products

This section does not apply to the Supplemental Procurement Events.

8. 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 "PARTY 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 Officers' 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

CERTIFICATIONS MUST BE SIGNED BY THE OFFICER OF THE BIDDER USING THE AGENCY P1 INSERT PREPARED FOR THIS PURPOSE. THE BIDDER PROVIDES THE AGENCY P1 INSERT BY EMAIL OR BY UPLOAD TO THE APPLICATION WEBSITE. The Agency P1 Insert is available on the procurement website. The Agency P1 Insert is also labelled INSERT #P1-15.

_____
Name of Bidder

THE PROCUREMENT ADMINISTRATOR IS ACCEPTING DIGITALLY SIGNED INSERTS.

This Insert may be completed as follows:

- ***Submitted with a digital signature (using commercially available software such as DocuSign) with an accompanying document or information verifying the identity of the signatory.***

If completed with a digital signature, this Insert and accompanying document or information may be uploaded to the online Part 1 Form or may be sent by email to the Procurement Administrator at Illinois-RFP@nera.com.

This Insert may also be completed as follows:

- ***Submitted with a scanned wet signature;***

or

- ***Submitted with an electronic signature (such as an image of a signature).***

If completed with a scanned or electronic signature, this Insert must be sent by email to the Procurement Administrator at Illinois-RFP@nera.com by the signatory or with the signatory on copy.

Agency P1 Insert (#P1-15)

I certify that I have the authority to bind the Principal(s) under the Agency Agreement provided with the 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 the 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

9. 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 next section.

If YES, please proceed to the next question.

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

☐ **Yes** ☐ **No**

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

If NO, please proceed to next section.

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) 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 Agreement, 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 THE BIDDER MUST MAKE A NUMBER OF ACKNOWLEDGMENTS AS DETAILED IN THE RFP RULES. THE BIDDER SUBMITS THESE ACKNOWLEDGMENTS BY COMPLETING THE FOREIGN GUARANTOR P1 INSERT PREPARED FOR THIS PURPOSE. THE BIDDER PROVIDES THE FOREIGN GUARANTOR P1 INSERT BY EMAIL OR BY UPLOAD TO THE APPLICATION WEBSITE. The Foreign Guarantor P1 Insert is available on the procurement website. The Foreign Guarantor P1 Insert is also labelled INSERT #P1-16.

_____
Name of Bidder

THE PROCUREMENT ADMINISTRATOR IS ACCEPTING DIGITALLY SIGNED INSERTS.

This Insert may be completed as follows:

- ***Submitted with a digital signature (using commercially available software such as DocuSign) with an accompanying document or information verifying the identity of the signatory.***

If completed with a digital signature, this Insert and accompanying document or information may be uploaded to the online Part 1 Form or may be sent by email to the Procurement Administrator at Illinois-RFP@nera.com.

This Insert may also be completed as follows:

- ***Submitted with a scanned wet signature;***

or

- ***Submitted with an electronic signature (such as an image of a signature).***

If completed with a scanned or electronic signature, this Insert must be sent by email to the Procurement Administrator at Illinois-RFP@nera.com by the signatory or with the signatory on copy.

FOREIGN GUARANTOR P1 INSERT (#P1-16)

YOU MUST COMPLETE ONLY ONE SECTION, EITHER SECTION A OR SECTION B, DEPENDING ON YOUR ANSWERS TO THE FOLLOWING QUESTIONS.

Are you currently a Seller to ComEd under a previously executed (ComEd) Master Agreement from a prior procurement event?

☐ **Yes** ☐ **No**

If NO, please proceed to Section A.
If YES, please proceed to the next question.

Do you currently have a Guaranty in place under the (ComEd) Master Agreement with the Foreign Entity as RFP Guarantor?

☐ **Yes** ☐ **No**

If NO, please proceed to Section A.
If YES, please proceed to the next question.

Do all documents already provided to ComEd pertaining to the Foreign Entity as RFP Guarantor (the legal opinion and sworn certificates) remain valid under the terms of the (ComEd) Master Agreement for the procurement event under this BEC RFP?

☐ **Yes** ☐ **No**

If NO, please proceed to the Section A.

If YES, please proceed to Section B.

SECTION A

The Officer of the Bidder must sign the following acknowledgments.

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) 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) 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

SECTION B

The Officer of the Bidder must sign the following acknowledgment.

I confirm that the following additional documents pertaining to the Foreign Entity as RFP Guarantor and already provided to ComEd under the terms of the (ComEd) Master Agreement remain valid under the terms of the (ComEd) Master Agreement for the procurement event under the BEC RFP:

(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
(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.

_____ _____
Signature of Officer of the Bidder Date

_____
Printed Name

Third Item: Draft Documents

A 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 to the Collateral Annex of the (ComEd) 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.

10. 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, INCLUDING THE P2 CERTIFICATIONS INSERTS, PLEASE PROVIDE THESE BY EMAIL OR BY UPLOAD TO THE APPLICATION WEBSITE (BELOW).

By clicking submit below, the Bidder acknowledges and accepts all the terms and conditions of the Supplemental Rules, which incorporate the RFP Rules, regardless of the outcome of the RFP or the outcome of such Proposal.

Submit