

## **EXHIBIT B**

### **ENERGY AND EQUITY AGREEMENT**

This Energy and Equity Agreement (“Agreement”) is entered into this \_\_\_ day of \_\_\_ 2023, by and between the City of Chicago, an Illinois home rule municipality (the “City”), and Commonwealth Edison Company, an Illinois corporation and an Illinois public and electric utility (“ComEd”), (each a “Party” and collectively the “Parties”), concerning cooperation and collaboration by the Parties to achieve certain energy and equity goals as more fully set forth herein.

WHEREAS, the Parties have concurrently entered into that certain Ordinance and Agreement (the “Franchise Agreement”), granting both ComEd and the City certain rights and imposing on them certain obligations;

WHEREAS, ComEd shares the City’s belief that everyone, regardless of their background or status, has an equal right to clean, affordable, and reliable energy as well as access to new energy technologies and services;

WHEREAS, in addition to its obligations under the Franchise Agreement and as a public and electric utility, ComEd is committed to cooperating and collaborating with the City in additional ways to support and advance both the City’s and ComEd’s goals, as discussed herein, and to set forth the terms and conditions governing the Parties’ cooperation and collaborative efforts in this Agreement;

WHEREAS, working together, the City and ComEd have the opportunity to make their shared goals a reality for the millions of residents and businesses they serve together and ensure that the City and the state lead the nation on a clean, bright, and equitable future for all;

WHEREAS, the City and ComEd are aligned around commitments to: continue to deliver safe, reliable, and affordable clean energy Chicagoans expect; plan, invest in, and operate the electric system in a manner that is equitable to, and benefits, all communities in Chicago; ensure the electric system has resiliency needed to withstand severe weather caused by climate crisis; enable the integration of renewables, solar, battery storage, and electric chargers; and build a more equitable city;

WHEREAS, the City has further updated its commitments in 2017 to observe the Paris Climate Agreement and to transition to 100% renewable energy by 2025 for municipal energy, and in 2019 expanded the commitment to 100% renewable energy citywide by 2035;

WHEREAS, the City published its 2022 Climate Action Plan (the “2022 CAP”, and each of the 2022 Climate Action Plan and any additional, replacement, or supplemental climate action plans as may be published by the City from time to time, a “CAP”) which set a goal to reduce greenhouse gas (“GHG”) emissions by a minimum of 62% by 2040 through holistic solutions centered on equity and justice and intends to update these goals in subsequent CAPs;

WHEREAS, the City acknowledges the complexity of the climate crisis requires a comprehensive approach with interconnected and results-driven actions undertaken by

many groups, to improve health, economic stability and opportunity, and equitable outcomes for Chicagoans;

WHEREAS, in 2021, the City unveiled a Green Recovery Agenda in response to the impacts of the COVID-19 pandemic to strengthen local communities, catalyze equitable building decarbonization, and accelerate the local green economy of Chicago;

WHEREAS, in the City's 2023 Budget, the City established an Office of Climate and Environmental Equity ("OCEE"), led by the City's Chief Sustainability Officer;

WHEREAS, the City is uniquely positioned to lead on the fight against climate change and to achieve climate and economic justice through resources and programs available with the passage of the landmark 2021 Illinois Climate and Equitable Jobs Act ("CEJA"), the Federal Inflation Reduction Act of 2022 ("IRA"), and the Federal Infrastructure Investment and Jobs Act of 2021 ("IIJA");

WHEREAS, CEJA defined geographic areas throughout the state of Illinois which would most benefit from equitable investments designed to combat discrimination and foster sustainable economic growth, specifically, in the following areas (collectively, equity investment eligible communities, or "EIECs"): (1) Restore, Reinvest, Renew ("R3") Areas as established pursuant to Section 10-40 of the Cannabis Regulation and Tax Act, where residents have historically been excluded from economic opportunities, including opportunities in the energy sector; and (2) Environmental justice communities, as defined by the Illinois Power Agency pursuant to the Illinois Power Agency Act, but excluding racial and ethnic indicators, where residents have historically been subject to disproportionate burdens of pollution, including pollution from the energy sector; and

WHEREAS, the City and ComEd have jointly identified certain goals, objectives, and areas of mutual interest with high potential for constructive cooperation and collaboration as set forth more fully herein.

NOW THEREFORE, the City and ComEd hereby agree as follows:

1. **Term.** This Agreement is effective as of \_\_\_\_\_ ("Effective Date"), and shall extend until the date that is the earlier of: (a) the date on which the Term of (and as defined in) the Franchise Agreement terminates or expires; or (b) December 31, 2042.

2. **Funding Commitment.** ComEd hereby makes the following funding commitments in an aggregate amount of up to \$120 million, subject to the conditions set forth in this Section 2, and provided that, as of the date that each applicable amount is to be paid by ComEd (as provided below), this Agreement and the Franchise Agreement are in full force and effect:

(a) ComEd shall contribute up to \$110 million in accordance with the following:

(i) \$25 million shall be contributed to the Entity (as defined in Section 3) within 60 days after the latest to occur of (i) ComEd receiving written evidence of the formation of the Entity, (ii) the establishment of the Entity's bank account, (iii) the appointment of the 7-member board as described in Section 3(a) hereof, and (iv) the adoption by the board of the Bylaws attached hereto as Exhibit C;

(ii) \$25 million shall be contributed to the Entity no later than the first anniversary of the date of the contribution under Section 2(a)(i), provided that, if such anniversary shall not be a business day, then the contribution shall be made no later than the business day next following such anniversary;

(iii) \$25 million shall be contributed to the Entity no later than the second anniversary of the date of the contribution under Section 2(a)(i), provided that, if such anniversary shall not be a business day, then the contribution shall be made no later than the business day next following such anniversary;

(iv) \$15 million shall be contributed to the Entity no later than the third anniversary of the date of the contribution under Section 2(a)(i), provided that, if such anniversary shall not be a business day, then the contribution shall be made no later than the business day next following such anniversary; and

(v) if the Franchise Agreement is extended for the Extension Term (as defined therein), ComEd shall contribute an additional \$20 million to the Entity within ten (10) business days of the effectiveness of the extension, unless there is a then-pending dispute with respect to such extension, in which case such contribution shall be made within ten (10) business days of the final resolution of that dispute.

(b) ComEd agrees to expend not less than \$10 million (the “ComEd Expenditure”) to establish workforce development initiatives that, through a collaboration between ComEd, the City, other government entities, industry partners, labor, education, and community-based organizations, prepare, train, and reskill individuals from disadvantaged communities for clean energy careers (the “Workforce Development Initiative”). This Workforce Development Initiative may, by mutual agreement of the Parties, build upon the City Colleges of Chicago and Chicago Public Schools infrastructure to develop more expansive clean energy training and support through Dawson Technical Institute and other locations on the South and West sides of Chicago. The Workforce Development Initiative is intended to provide training and certifications in several work categories including skilled trades, energy efficiency, electric vehicle (“EV”) maintenance, fiber installations, renewable energy installations, and business operations. The Workforce Development Initiative is also intended to include wrap-around support services for students (such as transportation; housing support services; legal support; assistance with childcare; and assistance with personal protective equipment, tools, and stipends).

(i) If (w) ComEd receives a final, non-appealable order from the Illinois Commerce Commission (“ICC”) allowing rate recovery of some or all of the ComEd Expenditure and/or receives grants and/or other funds from third party sources (for avoidance of doubt, third party sources do not include affiliates of ComEd) that are used to support the Workforce Development Initiative and (x) the resulting Effective ComEd Cost (as

defined below) is less than \$10 million, then ComEd shall contribute to the Entity, within 30 days of receipt of such order, the amount by which the Effective ComEd Cost is less than \$10 million, provided that such contribution shall in no event exceed \$10 million. The "Effective ComEd Cost," as used in this subparagraph (b), means the amount by which the ComEd Expenditure exceeds the sum of the rate recovery allowed by such order plus any grants or other sources of funds that ComEd has received to offset any other portion of the ComEd Expenditure. "Rate recovery," as used in this subparagraph (b), means the addition of any portion of the ComEd Expenditure to a revenue requirement as an expense or as an addition to the rate base, provided that the following shall not constitute rate recovery: (y) changes to ComEd's capital structure, for ratemaking purposes or otherwise, on account of the ComEd Expenditure, the recovery in rates of any portion thereof, or receipt of such grants or other sources of funds, and (z) changes in recovered costs resulting from any of the activities of the Workforce Development Initiative (such as, without limitation, the direct or indirect hiring of graduates).

(ii) Notwithstanding anything in this Agreement to the contrary, ComEd reserves the right to seek grants, regulatory cost recovery, or other funding sources for all or any portion of the costs of the Workforce Development Initiative.

(iii) The City agrees to support any grant or other funding applications necessary for the Workforce Development Initiative.

(c) ComEd agrees that it shall not seek rate recovery of the contributions ComEd makes to the Entity under Section 2(a). "Rate recovery," as used in this subparagraph (c), means the addition to a revenue requirement as an expense the amount of any contribution that ComEd is required to make to the Entity pursuant to Section 2(a), provided that changes to ComEd's capital structure, for ratemaking purposes or otherwise, on account of any contribution, payment, or activity authorized or required under this Agreement, shall not constitute rate recovery.

(d) The Parties shall cause the Entity, no later than thirty (30) days after each contribution is made, to provide ComEd with a written acknowledgement of such contribution, which acknowledgement shall state that no goods or services were or will be received by ComEd from the Entity in consideration of the contributions.

(e) If a material breach by the City of the Franchise Agreement or this Agreement has occurred and is continuing as of the date that an amount is to be paid by ComEd pursuant to Section 2(a), ComEd's obligation to pay such contribution will be suspended until the City has cured such material breach. ComEd shall be obligated to make such payment within ten (10) Business Days after the date such material breach is cured.

### **3. Formation and Function of Not-For-Profit (“NFP”) Entity.**

(a) Promptly following the execution of this Agreement, the Parties shall cause the “Clean Energy and Equity Collaborative NFP” to be formed as an Illinois not-for-profit corporation (the “Entity”) by the filing of the articles of incorporation attached as Exhibit B with the Illinois Secretary of State. Upon formation, each Party shall provide to the other Party, for review and comment, the names of their proposed initial representatives on the Board of Directors (the “Board”) as if the Bylaws attached as Exhibit C hereto were in effect. Each Party may consider comments from the other Party and the Energy and Equity Advisory Panel (defined in Section 5), and shall then designate their initial representatives on the 7-member Board and cause those representatives to adopt the Bylaws in the form attached as Exhibit C. Both Parties shall endeavor to elect a diverse group of individuals representing community organizations, EIECs, not-for-profit organizations, local businesses, faith-based organizations, labor unions, schools, and other stakeholders who have an interest in the subjects covered in this Agreement. The City must also select an individual from the Energy and Equity Advisory Panel to serve as a representative on the Board. ComEd shall not elect current employees or directors of Exelon Corporation or its affiliates.

(b) The function of the Entity shall be to consider, discuss and determine the projects that will receive funding to achieve the goals within the 2022 CAP, and subsequent or supplementary climate initiatives, pertaining to the development of a more equitable energy system by way of increased access to programs and technologies that improve energy efficiency, electrification, and access to clean energy. The Entity shall publicly invite third party applicants to submit project proposals for consideration that contribute to that intention. Project funding shall be provided from contributions made to the Entity by ComEd and the Entity may also apply for and accept additional funds from private and government sources for distribution. The Entity shall be required to use best efforts to ensure it is eligible to claim funding under the IRA or future legislation, as applicable; including, but not limited to, expanded clean energy tax credits.

(c) For a project to be funded by the Entity:

(i) It must prioritize an equitable transition to the use of clean energy and/or must promote equitable decarbonization anchored in values of economic inclusion and savings, pollution burden reduction, equitable access to critical infrastructure and/or community health and resilience. Projects should advance the pillars, strategies, and actions in the then-current CAP, including, but not limited to, retrofitting, weatherizing, and decarbonizing buildings; installing and encouraging access to community solar and other renewable energy sources that prioritize energy resiliency and reducing energy burden in EIECs; expanding access to electric micro-mobility options; and enabling zero-emission transit and fleets. Projects must prioritize delivering measurable and equitable community benefits and infrastructure improvements with a specific focus on EIECs and other under-resourced communities, and must demonstrate significant community engagement in project design and implementation. The project

must be presented to the Board in a written proposal which describes, at a minimum, the following: (A) the amount of funding requested from the Entity as well as the total project cost to the extent the two amounts are different; (B) the purpose, milestones, and objectives sought to be achieved; (C) how progress toward achieving those milestones and objectives will be measured, including whether achievement of the milestones and objectives is dependent upon funding or incentives from other sources (including any conditions precedent to that funding or incentives); (D) how the project advances specific actions, strategies and pillars in the City's then-current CAP and other relevant energy policies to achieve equitable outcomes for residents; (E) how the project will be administered and implemented; and (F) how the project will be designed and implemented with community residents and partner organizations. Any project proposal must provide for quarterly reporting to the Entity.

(ii) The project will be administered and overseen by a party who, in the opinion of the Board, is qualified to perform the activities or undertakings of the project. To make this determination, the Board shall review a description of qualifications for the work to be performed as a part of the project. The applicant must demonstrate the institutional and financial controls in place to administer the project in accordance with the restrictions and guidance provided by the Entity.

(iii) The applicant must provide a detailed project budget. Eligible costs associated with the project may include:

(A) Pre-project development costs and uses, including data-gathering, feasibility studies, community engagement and public feedback processes, equity assessments and planning, permitting, planning, architectural designs, and engineering studies;

(B) Costs of repair, rehabilitation, construction, improvement, and acquisition of property, equipment, and facilities;

(C) Costs of health and safety improvements to address inequities in housing conditions to enable clean energy solutions; and

(D) Personnel costs including salaries and fringe benefits for staff, consultants, and contractors required for carrying out a project.

(iv) The project must have, or include a plan to obtain, any necessary regulatory approvals and permits and must otherwise comply with applicable law.

(d) The project must not:

(i) Conflict with or require the modification of ComEd's rates, terms, conditions, or standards of utility service; interfere with ComEd's provision of utility service under its tariffs; or establish or maintain any unreasonable difference in such rates, terms, conditions, or standards of



utility service either as between localities or as between classes of service;

(ii) Involve lobbying for any legislative or administrative action of any kind (aside from technical discussions ancillary to implementation of a project) or any expenditures in support of candidates for elected or appointed governmental office or positions;

(iii) Involve expenditures related to the purchase or sale of the electrical system serving residents in Chicago, including studies related to ComEd's performance under the Franchise Agreement.

(e) The Entity may commit to fund projects meeting the criteria set forth in Sections 3(b), 3(c) and 3(d) that are approved by the Board. The Entity must provide City, ComEd, and the public information on projects funded through a website or similar public communications system which includes but is not limited to, an annual report on their selection criteria, granted organizations, outcomes of grant projects, distributed and remaining funds, any external funds secured for distribution (e.g., private foundations and other government grants), impacts of grant-funded projects on CAP goals and impact of grant-funded projects on EIECs.

(f) The Entity may fund its administrative, fiscal sponsorship, and operating costs, including appropriate personnel costs, subject to Board approval; however, administrative, fiscal sponsorship, and operating costs, considered collectively, may not exceed \$500,000 annually. Board members and officers of the Entity shall not receive compensation for their services other than reimbursement for reasonable out-of-pocket costs associated with attending Board meetings.

#### **4. ComEd-City Coordination Council**

(a) Within 30 days after the Effective Date, and thereafter on an annual basis, each Party shall designate not more than three (3) senior representatives to act on the ComEd-City Coordination Council ("Coordination Council"). The City's OCEE, or its successor, shall coordinate City staffing of the Coordination Council. The Coordination Council may designate committees to further coordinate its work and such committees may be staffed by Coordination Council members or other staff designated from time to time by the Parties.

(b) The role and duties of the Coordination Council shall primarily be as defined in the Franchise Agreement. In addition, the Coordination Council will consider how the activities of the Parties under this Agreement address the energy and decarbonization goals of the City and State of Illinois. The Parties intend to cooperatively study, prioritize, plan, implement, track, and report progress on clean energy activities in Chicago, including those described in Section 6, in support of this Agreement through the Coordination Council. The Coordination Council shall determine the tasks necessary to achieve these goals, direct the execution of tasks, and report the results of these tasks. Without limiting the foregoing, the Coordination Council shall address:

(i) Coordination of electrification and decarbonization activities and investments aligned with the CAP and other relevant energy policies;

- (ii) Joint pursuit of federal, state and private funding sources to advance this Agreement;
- (iii) Coordination of updates to the City Council and relevant committees;
- (iv) Implementation of projects if funded by the Entity or other grant or third party sources;
- (v) Each year, starting with 2024, written identification of topics, projects, and initiatives that are within the scope of this Agreement for collaboration during the year thereafter; and
- (vi) Other duties as mutually agreed upon by the Parties.

5. **Energy and Equity Advisory Panel.** Many of the goals and objectives contained herein require collaboration with key stakeholders to ensure success. The City shall establish an Energy and Equity Advisory Panel (“EEAP” or “Energy and Equity Advisory Panel”), which shall include designated staff representatives from the Parties and one representative from the City Council’s Environmental Protection and Energy Committee (or its successor) as well as representatives from community organizations, EIECs, not-for-profit organizations, local businesses, faith-based organizations, schools, and other stakeholders who have an interest in the subjects covered in this Agreement. The EEAP shall consist of six (6) to twelve (12) members, representing the various interested stakeholders described above, selected pursuant to a mutually agreed process. The EEAP shall meet quarterly each year to: review the progress, performance and status of the goals and objectives laid out in this Agreement; provide input to the Entity on future grantmaking activities and outcomes of grant projects; provide input to the Coordination Council in regard to matters relevant to this Agreement and the Franchise Agreement; attend presentations and meet with the Coordination Council from time to time; and if requested by the Parties, provide outreach and education around the goals, objectives and initiatives contained herein. EEAP members may also make recommendations to the Chicago City Council to call hearings to discuss any relevant topics related to this Agreement. EEAP members that demonstrate economic hardship or represent community organizations will be eligible for a reasonable monetary stipend, paid for by the Entity, for time related to participation in the EEAP meetings, and for the costs of travel to and from the meetings.

6. **Energy and Equity Project Opportunities.** The City and ComEd shall collaborate and cooperate in pursuing mutually agreed-upon opportunities that support an equitable transition in the use of energy. These opportunities will demonstrate a commitment to the shared values of economic inclusion and savings, pollution and energy burden reduction, equitable access to critical infrastructure, and community health and resilience. The Parties will further work towards the equitable expansion of energy efficiency; the decarbonization of buildings; increased access to affordable renewable energy and carbon-free transportation options; workforce development initiatives in disadvantaged communities; and increased access to affordable broadband service for Chicago families. The Parties will commence this collaboration through the initiatives described in Exhibit A hereto. The Parties agree that, as of the Effective Date, these initiatives are valued at up to \$400 million. After the Effective Date, the Coordination



Council shall, at a minimum annually, discuss furthering these goals through new project collaborations. The Parties have identified the following areas for such further project collaborations:

(a) Increase Household Savings. As the City advances its clean energy transition, it remains imperative that residents and businesses have access to clear information about their energy usage and well-supported systems to access resources, rebates, and incentives to help manage costs. The Parties shall collaborate with stakeholders, including but not limited to members of the EEAP and Coordination Council, to develop new, and strengthen existing, customer assistance programs such as ComEd's Energy Assistance Ambassador (CEAA) Program, bill payment assistance, and customer participation in energy efficiency and demand response programs. ComEd shall continue to periodically review its credit and collections policies and procedures to assess their impact on low-income customers and customers living in EIEC communities and will discuss the results of those reviews with the City. In addition, the Parties will work to develop program strategies consistent with CEJA and the goals of this section that address affordability concerns of those living in EIEC communities, returning residents, those with medical certification, and other classes of customers experiencing economic hardship, including through participation in a proceeding to be initiated by the ICC under Section 9-241 of the Illinois Public Utilities Act and/or in periodic rate design investigation proceedings.

(b) Advance Decarbonization. The Parties agree that reductions in the City's largest sources of GHG, buildings, are important to achieving economy-wide decarbonization. The Parties will work to ensure communities, particularly those experiencing the greatest energy and pollution burden, can participate in and benefit from the City's clean energy transition. The Parties will work with stakeholders to coordinate the effort to secure funding for energy efficiency and weatherization measures focused on low- to middle-income housing, to deepen the impact of the City's affordable decarbonization efforts; this work will include collaborative support for programs and measures aimed at addressing inequitable housing conditions affecting health and safety that affect the ability to access and take advantage of improved energy solutions.

(c) Enable a Just Clean Energy Transition. The City is committed to power City-owned buildings with renewable energy by 2025 and to power 100% of all buildings within Chicago with renewable energy by 2035. ComEd is committed to creating a cleaner, brighter future for the communities it has the privilege to serve. The Parties shall work to enable and expand residential rooftop solar, where feasible and in a manner that is consistent with ComEd's rates, terms, conditions, and standards of service, through Illinois Solar for All and other supportive programs. In addition to the initiatives described on Exhibit A, the Parties will continue to discuss opportunities to enable non-utility community solar project(s) on City-owned site(s), including cooperatively seeking federal or other funding for said project(s). The Parties will work together to address and attempt to resolve unjust or unreasonable barriers to the implementation and development of community solar projects within Chicago's boundaries.

(d) Promote Personal Mobility and Improve Air Quality. On-road transportation accounts for 15% of total citywide GHG emissions and 70% of all public EV chargers are located in just three (3) of the City's Community Areas. Forty-seven (47) of Chicago's seventy-seven (77) Community Areas do not have any access to public charging. The Parties agree to collaborate on initiatives that support equitable access to electric mobility options and the benefits of transportation electrification, including the potential deployment of publicly accessible EV and electric mobility charging stations which prioritize investment in neighborhoods without these assets and the electrification of municipal and commercial fleets. Such efforts will prioritize the electrification of fleets domiciled in and traveling through neighborhoods disproportionately burdened by poor air quality and/or truck volumes. The Parties shall also explore launching an EV carsharing pilot and the potential for electric rail infrastructure incentives, discounted rates for electric bus charging, and electric bus charging infrastructure. The Parties agree to identify staff to serve on or consult with the Coordination Council with technical knowledge in this area, to collaborate on actions or proceedings at the ICC necessary to effectuate these commitments and advance and explore development of a City EV and infrastructure framework.

(e) Propel Clean Energy Careers. The Parties agree that preparing the City's neighborhoods for a clean energy economy will require strong workforce development opportunities. The Parties agree to seek opportunities to ensure that residents from low-income areas and EIECs can access careers in the emerging clean energy economy, which will require expanded workforce development. Initiatives in this category are intended to catalyze economic development and job creation to improve quality of life and ensure that these communities participate in, and benefit from, the clean energy economy.

(f) Connecting Communities. ComEd is in a unique position to support closing the digital divide by offering available reserve capacity ("middle-mile dark fiber") in areas of need to last mile providers, on an open access and non-discriminatory basis, where feasible and consistent with ComEd's obligations as a public and electric utility. As a regulated utility, ComEd builds and operates telecommunications facilities for utility purposes and to meet utility needs. ComEd acknowledges, however, that there may be unique opportunities to license use of middle-mile dark fiber in a manner that can benefit areas impacted by the digital divide while maintaining the usefulness of the fiber as a utility asset. ComEd will, on a non-exclusive basis, work with the City and internet service providers ("ISPs") committed to providing affordable quality home broadband access to leverage reserve capacity fiber assets and facilitate the expansion of fast, reliable, affordable broadband infrastructure to disadvantaged communities in a manner consistent with ComEd's duties as a utility, including through a pilot.

(g) Foster Innovation for Resiliency. The Parties recognize that there is unprecedented momentum building for cleaner energy future with a focus on decarbonization and electrification, while ensuring that all communities get the benefit of such transitions. Separate and distinct from the ComEd Community Resiliency Hub Initiative described in Exhibit A, the Parties agree to develop and

implement a community resilience concept to bring together a collection of technologies and services intended to advance decarbonization and resiliency to address the needs of communities which, due to economic inequality, face unique challenges from the disruption or loss of electric service due to climate events.

(h) Community-Based Outreach. ComEd shall leverage community-based outreach to educate communities about available financial assistance programs, such as the CEAA pilot program, a community-based outreach and awareness initiative that provides part-time employment to community residents as ambassadors to educate their communities and neighbors about available financial assistance programs. ComEd will continue its existing pilot program by funding one-hundred (100) ambassadors per year under the CEAA program in EIECs over the ten (10)-year period following execution of the Agreement.

The Parties shall seek to identify and incorporate opportunities to use Minority and Women Business Enterprise (“MWBE”) contractors and local talent, particularly from EIECs or other underrepresented populations, wherever prudent and reasonable and permissible under law.

Notwithstanding anything to the contrary, this Section 6 shall not impose on ComEd the obligation to contribute any funds or incur any costs that are not (x) fully recoverable through rates without any action, other than review of prudence and reasonableness, by a Competent Authority (as defined in the Franchise Agreement), or (y) to be funded by grants or other third-party sources. The Parties acknowledge that certain of the projects, tasks, and actions described and addressed in this Section 6 are also described and addressed in Exhibit A attached hereto. It is the intention of the Parties that the terms of this Section 6 and the terms of Exhibit A hereto shall be interpreted in a manner such that the Parties’ respective rights and obligations in this Section and in such Exhibit are consistent with each other; however, in the event of any conflict or inconsistency between the terms of this Section 6 and the terms of Exhibit A, the terms of Exhibit A shall govern and control as to the initiatives described in Exhibit A.

#### **7. Other Commitments.**

(a) ComEd shall designate adequate staffing resources with the appropriate level of expertise and understanding to coordinate with the City and its sister units of local government on public and private residential and commercial building electrification and public and private transportation electrification, particularly electrification of shared mobility transportation methods.

(b) ComEd shall maintain its headquarters within Chicago during the term of this Agreement.

#### **8. Additional Economic Development.**

(a) ComEd purchased the former Board of Trade building at 333 S. LaSalle Street in Chicago in 2021 as a potential site for a new substation to support forecasted load growth and increased electrification in the Central Business District of Chicago (“CBD”), including expected load from increased adoption of EVs and all-electric buildings. ComEd will in 2028 begin the planning, subject to regulatory review and approval, for the future construction of a new substation at 333 S.

LaSalle Street to meet forecasted load growth in the CBD. ComEd will, as part of this planning process, also investigate the use of other portions of the building and immediately adjoining space owned by ComEd for other ComEd functions, including to house offices or other activities for ComEd and/or its affiliates. During this planning process, ComEd will communicate with the City concerning the expected economic impact of the project both during and after construction.

(b) ComEd will propose and seek ICC approval of the construction and operation, in support of its utility functions, of a Clean Energy Training Hub to be located on the West Side of Chicago to help prepare/train/reskill individuals for jobs in the Illinois' clean energy transition as described in CEJA. This will target individuals from EIECs and engage government, education, labor, other industry partners and community-based organizations to promote equitable engagement throughout design, recruitment, training, support, and job placement phases of the program. The proposed Clean Energy Training Hub will offer training and certifications in categories including: skilled trades (electrical line work), energy efficiency, EV maintenance, EV infrastructure readiness, fiber installations, renewable energy installations (solar, battery storage, etc.), building electrification, technical engineering support, business operations, and related small business incubator programs. The proposed program will include tuition assistance and a stipend provided to each participant for wrap-around support services (transportation, housing, legal, childcare assistance, PPE, and tools) and will be sized to allow approximately 500 participants annually to benefit from the Clean Energy Training Hub. For the avoidance of doubt, the Clean Energy Training Hub is in addition to the Workforce Development Initiative to be funded under Section 2(b). The City will reasonably cooperate with ComEd in its pursuit of such Hub, including identification of potential properties, which shall include properties owned by the City and/or other units of local government, if any, that are suitable for such Hub based on ComEd-identified criteria.

**9. Implementation and Reporting.** Upon the Effective Date, the Coordination Council shall coordinate, and the Parties shall proceed in good faith to collaborate on, the commitments made herein. The Coordination Council shall report annually on or before April 1 (commencing April 1, 2024) on the goals, commitments, objectives and areas of mutual interest set forth in this Agreement, including with respect to the City and ComEd's commitments under Sections 6 and 7, with respect to both efforts over the prior year and plans for the coming year. The Coordination Council may create reports that describe the status of the specific projects and initiatives taken in furtherance of the goals, objectives, and areas of mutual interest, and identify any barriers to their implementation or realization that ComEd and the City could jointly work to overcome.

**10. Data Transparency and Reporting.** By providing access to relevant and important data, ComEd can help the City, members of the public, and interested stakeholders understand ComEd's performance, business, and impact within Chicago. To that end, to the extent legally permissible, ComEd commits to provide additional data and information as described below in addition to the reporting requirements contained in the Franchise Agreement for the duration of this Agreement:

(a) Clean Energy Reporting. ComEd shall provide the City with monthly anonymized reporting data on the adoption of clean energy utilization by residents in Chicago, specifically including: (1) the number of Illinois Solar for All projects within Chicago; (2) zip code level data on (i) the number of residents that have installed rooftop solar systems, and (ii) the number of residents that are subscribed to a community solar project; and (3) aggregate data on the number of new solar interconnection applications broken out by residential, commercial, and community solar projects. On an annual basis, ComEd shall provide to the City a map showing the location and number of community solar projects in Chicago.

(b) Information Systems. ComEd shall continue to provide information systems, including mapping tools identifying delivery system conditions, real-time outage map, and customer education toolkits. The Parties shall discuss on an ongoing basis the usefulness of each information system, and opportunities for improvement.

**11. Legal and Regulatory Framework.** The City and ComEd exist within a legal and regulatory framework that governs the topics in this Agreement. ComEd is a public utility under state and federal law and an Illinois public and electric utility, and as such, is subject to extensive regulation and oversight by, among others, the State of Illinois, including but not limited to the ICC, and the United States government, including but not limited to the Federal Energy Regulatory Commission (“FERC”), and bodies established or regulated by federal and State law. Notwithstanding anything herein to the contrary, all activities undertaken under this Agreement including, without limitation, the funding of programs and projects, the provision of utility services, and any changes in utility services, rates, rate designs, policies, or practices must be consistent with and implemented in accordance with such laws and regulations. Without limiting the foregoing:

(a) The Parties acknowledge that in carrying out this Agreement, there may be ICC or other Competent Authority approvals (including without limitation, for the full recovery of costs associated with the programs, initiatives, etc. in rates) that, in ComEd’s judgment, become necessary and ComEd’s commitments in carrying out projects and initiatives developed in accordance with this Agreement (including the initiatives described in Section 6 and Exhibit A) are contingent on receipt of ICC or other Competent Authority approvals. The City agrees to cooperate with and support ComEd’s efforts to obtain the necessary approvals of the ICC or other Competent Authorities in connection with this Agreement. For the avoidance of doubt, this obligation to cooperate and support does not limit the City’s right to participate or take any position in other proceedings before the ICC or any other Competent Authority.

(b) The Parties acknowledge that ComEd has entered into a three-year Deferred Prosecution Agreement (“DPA”) on July 17, 2020 with the United States Attorney for the Northern District of Illinois. Nothing in this Agreement shall require ComEd to take any action that, in ComEd’s judgment, may cause ComEd to violate, or cause it to come into conflict with the spirit or intent of, the DPA.



12. **Funding.** The City and ComEd will use good faith efforts to collaboratively identify, utilize, or apply for sources of funding, including, without limitation, local, state, federal, foundation and private sources, to support pilots, programs, and projects that could help the Parties meet the goals and objectives described herein, all in accordance with the terms and conditions described in Section 6 and more specifically set forth in Exhibit A. Neither ComEd, the Entity nor the City are obligated to fund the initiatives described in Section 6 and Exhibit A.

13. **Ethics.** ComEd is committed to maintaining a robust and comprehensive ethics and compliance program. Since July 2020, ComEd has implemented comprehensive ethics reforms, including adopting and enforcing policies that substantially strengthen oversight, controls, and guidance with respect to ComEd's interactions with public officials, and incorporate best practices from a review of numerous corporate and governmental ethics policies. While ComEd recognizes that an effective ethics program must continue to evolve in the face of changing risks, ComEd is committed to continually improve its ethics policies and practices (the version of its ethics policies and practices currently in effect as of the date hereof is attached as Exhibit D). ComEd will report annually to the City on any changes, if applicable, to its ethics policies and practices, and other subjects relevant to its ongoing and comprehensive ethics reform program.

#### 14. **General Terms.**

(a) The Parties acknowledge that there may be specific areas where joint goals, objectives and areas of mutual interest are not identifiable or are otherwise not feasible or suitable for inclusion in this Agreement. In that regard, this Agreement is not intended to be exclusive or to limit other or future opportunities for cooperation and collaboration.

(b) The Parties acknowledge that in some instances projects and initiatives identified in connection with this Agreement may become subject to separate agreements authorized and executed outside the framework of this Agreement.

(c) The Parties acknowledge and understand that, unless specifically agreed to otherwise, each Party shall be responsible for carrying out its own obligations and bearing its own costs incurred in carrying out and supporting activities relating to this Agreement. As certain initiatives of this Agreement are explored and costs are determined, the Parties shall work together in good faith to determine how to further allocate costs and whether to incur such costs. Nothing in this Agreement shall enlarge, restrict or modify the regulation of such activities or the recovery of the costs of such activities in accordance with the law. In addition, the Parties shall support efforts to pursue any grants or other funding available for certain activities contemplated by this Agreement.

(d) Nothing in this Agreement shall invalidate or otherwise supersede any agreements or other legal obligations of either Party.

(e) This Agreement may not be amended except by written agreement executed by an authorized representative of each Party.

(f) This Agreement is contingent on and shall become effective as of the Effective Date of (and as defined in) the Franchise Agreement. In the event the Franchise Agreement is terminated for any reason, this Agreement shall automatically terminate concurrently with the termination of the Franchise Agreement.

(g) If one or more material provisions of the Franchise Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then this Agreement shall automatically terminate, and the Parties shall have no further rights or obligations hereunder. The invalidation, illegality or unenforceability of all or any part of this Agreement shall not in any way invalidate or otherwise impact the validity and enforceability of all or any part of Franchise Agreement.

(h) This Agreement, together with any exhibits hereto, is intended to be the complete and integrated understanding of the Parties with respect to the subject matter hereof. The Parties agree that contributions required to be made to the Entity hereunder are not Franchise Fees or intended by either party to be in lieu of Franchise Fees. Any Franchise Fees are identified as such in the Franchise Agreement.

(i) The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event of ambiguity or a question of intent or interpretation arises, the Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of authorship of any of the provisions of this Agreement.

(j) Any disputes arising between the Parties with respect to this Agreement shall be resolved according to the process set forth in Paragraph 8.9 of the Franchise Agreement (except that references therein to "License" shall be deemed to refer to this Agreement).

(k) A complete original of this Agreement shall be maintained in the official records of each Party. This Agreement may be executed in counterparts, each of which shall constitute one Agreement notwithstanding that the signatures of both Parties do not appear on the same page.

(l) The execution, delivery, and performance by the Parties of this Agreement does not, in any way, amend, modify, or otherwise alter any such Party's respective rights and obligations under any other agreement or instrument by which it is bound.

(m) In interpreting this Agreement, unless a clear contrary intention appears: (i) when a reference is made to a Section, such reference shall be to a Section of this Agreement; (ii) headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement; (iii) reference to a person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are authorized by this Agreement, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (iv) reference to any agreement, document, instrument, law, rule or regulation means such

agreement, document, instrument, law, rule or regulation as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time; (v) “hereunder”, “hereof”, “herein”, “hereto” and words of similar import shall be deemed references to this Agreement as a whole and not any particular Section or other provision hereof or thereof; (vi) whenever the words “include” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”; and (vii) relative to the determination of any period of time, “from” means “from and including”, “to” means “to but excluding” and “through” means “through and including”.

(n) Nothing in this Agreement is intended to create or form, and shall not be deemed or construed as creating or forming, a joint venture, partnership, trust, or any similar legal relationship between the Parties or between either Party and the Entity.

(o) This Agreement does not grant or convey any right or license to use any trade secret, patent, copyright, or other intellectual property right belonging to either Party.

(p) This Agreement is for the benefit of the signing Parties only and shall be binding on them and their respective representatives, legal representatives, successors and permitted assigns. Neither Party may assign any of its rights under this Agreement without the prior written consent of the other Party.

(q) There are no third-party rights created by this Agreement and there are no third-party beneficiaries entitled to the benefits of this Agreement.

(r) Any notice permitted or required by this Agreement shall be made in writing and shall be served by email communication and regular mail, postage prepaid, return receipt requested. Notice shall be effective upon the date such email is delivered or, if not delivered for any reason, upon the date of receipt of the mailing. The address for notice to each Party is as follows, as may later be changed by a Party upon notice:

(i) If to the City:

City of Chicago  
Department of Assets, Information and Services (AIS)  
2 N. LaSalle Street, Suite 200  
Chicago, IL 60602

with a copy to

Chief Sustainability Officer  
City Hall  
121 N. LaSalle Street  
Chicago, IL 60602

(ii) If to ComEd:

Vice President, Government, Regulatory, and External Affairs

10 South Dearborn Street, 49<sup>th</sup> Floor  
Chicago, Illinois 60603

With a copy to:

General Counsel  
10 South Dearborn Street, 52<sup>nd</sup> Floor  
Chicago, Illinois 60603

15. **Choice of Law.** This Agreement shall be construed according to the laws of the State of Illinois, without reference to choice of laws or conflict of laws principles.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

CITY OF CHICAGO

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

COMMONWEALTH EDISON COMPANY

By: \_\_\_\_\_

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

Title: \_\_\_\_\_



## Exhibit A

### Initiatives

To advance the Energy and Equity Agreement, the Parties will begin their collaboration with the initiatives listed in the following chart. ComEd and the City will endeavor to pursue up to \$400 million in grants and other sources of funds, public or private, to implement over the course of the term of this Agreement. This list is not exhaustive, and projects will be further refined and added through the Coordination Council with the input of the Energy and Equity Advisory Panel. For the avoidance of doubt, these initiatives are not required to be funded by the Entity or ComEd.

Initiative	Description	Anticipated Impact	Implementation	Estimated Timeline
<b>6.b. Advance Decarbonization</b>				
Accelerate and Expand Affordable Multifamily, LMI Housing, and Neighborhood Efficiency and Electrification	ComEd will work with the City to coordinate deployment of the City's Recovery Plan funding for Energy Efficiency and Renewable Energy with ComEd's Plan 6 funding, including providing \$24M in Plan 6 low-income and multifamily weatherization funding for the period 2022-2025. ComEd will also propose leveraging Plan 6 funding to co-fund path-to-zero demonstration projects through the City's community anchor deep retrofits effort.	<ul style="list-style-type: none"> <li>• Coordinated funding will allow bigger, deeper impact in the City's affordable decarbonization and LMI retrofit efforts; ability to deepen support for MWBE firms</li> <li>• Path-to-zero demonstration projects will leverage funding and ComEd technical expertise to test cutting edge technologies and produce learnings for the local community and future projects; ability to leverage and expand with key collaborators and stakeholders (such entities undertaking weatherization efforts in Chicago, local community organizations, etc.)</li> </ul>	Ready to start  Parties to identify communities and anchor institutions	Q2 2022 – Q4 2025

Initiative	Description	Anticipated Impact	Implementation	Estimated Timeline
Comprehensive Roadmap for City Retrofits and Electrification	ComEd commits to include the City’s buildings in ComEd’s pilot of comprehensive energy efficiency studies, fully funded by ComEd, for large public sector customers. This study will inventory cost-effective energy efficiency and electrification opportunities across the City’s portfolio of buildings and facilities and create a plan to make identified improvements over a multi-year period. Upon reasonable notice, ComEd would support the City’s election to utilize community-led decision-making as a part of this process (i.e., through participation and attendance).	<ul style="list-style-type: none"> <li>• Allows comprehensive analysis of City building portfolio for energy efficiency opportunities and identification of potential funding sources, to allow for millions of dollars in energy savings</li> </ul>	Ready to start	Q2 2023 – Q4 2024
Technical Expertise to Align Building Codes and Standards with Climate Best Practices	Upon reasonable request by the City, ComEd will use good faith efforts to support the City in efforts to establish building performance standards for existing buildings and standards for new buildings (including “stretch” or “reach” codes or other zero net carbon strategies for new buildings). ComEd will provide technical expertise to support building performance standards and code or strategy development, reasonable data access and/or tool development, and engagement in the policy process.	<ul style="list-style-type: none"> <li>• Assist in modernizing City policies and regulations, laying the foundation for transformational, city-wide building decarbonization, to achieve climate goals</li> </ul>	Ready to start	Q2 2023 – Q4 2025
<b>6.b. Enable a Just Clean Energy Transition</b>				
Solar for All Residential Solar	ComEd, directly or indirectly, will submit an application for Illinois Solar for All (ILSFA) RECs seeking authorization to provide up to 200 7 kW residential rooftop installations per year for low-income residents in Chicago, where feasible and in a manner that is consistent with ComEd’s rates, terms, conditions, and standards of service. The project will be undertaken by EdiSun, a wholly owned ComEd subsidiary, or through another solar developer chosen by the City subject to certain terms and conditions as mutually agreed upon by the Parties. The Parties will use good faith efforts to use a M/WBE solar developer willing to participate in the project. The City will assist in identifying eligible low-income residents to participate. ILSFA budget is approximately \$24M per year.	<ul style="list-style-type: none"> <li>• Ability to prioritize EIECs in equitable transition to renewables</li> <li>• Increases household savings for low-income residents by providing free renewable energy for one-year</li> <li>• Ability to partner and collaborate with community organizations and other agencies that provide weatherization services, roof-services, etc.</li> </ul>	Contingent upon successful ILSFA application for residential solar RECs  Identify solar developer and qualified low-income residents	Start in 2024, need to identify partners and participants and submit application.

Initiative	Description	Anticipated Impact	Implementation	Estimated Timeline
Add Solar Generation within Chicago	<p>The City and ComEd will work together to seek to add non-utility solar to the microgrid at one or more City-owned or controlled solar-ready locations. The City will need to identify and select a participating solar developer and the proposed solar facility will be required to go through the ICC's standard interconnection process in order to proceed with the interconnection. Upon the City's reasonable request, ComEd will provide technical assistance in formulation of the request for proposal, including adding specifications for the interconnection-ready site. The proposed site would have a total of 250kW DC output with four 50kW inverters giving the site a total capacity of 200kW AC. The site may be integrated to the ComEd microgrid operations. Upon the City's request, the City and ComEd will collaboratively seek federal or similar funding for the project.</p>	<ul style="list-style-type: none"> <li>• Advancement of City's renewable energy goals in cost-effective manner</li> </ul>	<p>City to secure funding and identify solar developer partner</p> <p>Successful completion of standard ICC interconnection process</p>	<p>Timing dependent on City's solar developer selection process</p>
Expand Solar Education	<p>ComEd will work with the City to develop: (1) educational material for residents on solar and options available to them, highlighting the costs, benefits and what they take into consideration, and (2) educational webinars aimed at solar developers with key stakeholders (such as the Illinois Power Agency, Department of Commerce and Economic Opportunity, and other organizations focused on EIECs). ComEd will host a maximum of twenty (20) educational sessions per year. In addition, ComEd will host a series of forums with solar developers, including at least one which will focus on solar developments in Chicago, in collaboration with the City, to identify opportunities for solar development in Chicago.</p>	<ul style="list-style-type: none"> <li>• Ability to develop clear educational materials to expand awareness and understanding of solar</li> </ul>	<p>Ready to start</p>	<p>Begin in Q3 2023</p>
Multifamily Housing (MFH) Community Solar	<p>ComEd and the City shall, beginning no later than January 1, 2024, work collaboratively and with other stakeholders to identify appropriate and viable pilot opportunities to allow more access to community solar for MFH. Upon mutual agreement, the Parties shall seek to initiate such pilots.</p>			

Initiative	Description	Anticipated Impact	Implementation	Estimated Timeline
Metering Study	ComEd shall work with the City and other stakeholders to discuss, no later than December 31, 2023, metering opportunities that may contribute to the advancement of energy efficiency, solar, beneficial electrification, and building decarbonization.			
Equitable Decarbonization Tools	The Parties will, beginning no later than July 1, 2023 collaborate on new or expanded tools, including without limitation maps, visualizations, and data sharing, that can be used to advance equitable decarbonization efforts, including the integration and utilization of distributed energy resources and beneficial electrification technologies. This collaboration will include discussion of tools to promote the communication of information supporting anticipated decarbonization efforts of the City and State and Federal governments. ComEd may also propose other potential tools or initiatives to discuss with the City.			
Permitting	ComEd and the City shall discuss permitting opportunities that support the objectives of this Agreement.			
<b>6.c. Promote Personal Mobility and Improve Air Quality</b>				
Pilot Extension of Standard Service for Municipally-Owned e-Bike Charging Stations Located in the Public Way	ComEd will develop and propose a pilot to the ICC that would extend standard service to include conduit up to the customer meter for more efficient installations of municipally-owned e-bike charging stations located in the public way. Pilot is subject to ICC approval. The City agrees to support the filing with the ICC and to assist with OUC approval to meet desired installation time frames. This program will likely be superseded by a broader make-ready rate/tariff, which will also require ICC approval. Subject to a maximum of 500 feet of facilities from ComEd’s overhead or underground distribution system.	<ul style="list-style-type: none"> <li>Facilitates micromobility across the City, which reduces fossil-based traffic improving City air quality, public health and reduce citywide emissions</li> </ul>	<p>Submission to and approval by ICC</p> <p>City to support ICC filing</p>	In process

Initiative	Description	Anticipated Impact	Implementation	Estimated Timeline
Grid Technology and Vehicle Electrification Initiatives	ComEd will develop, beginning no later than January 1, 2024, and propose to the ICC at least three (3) new pilots or demonstration projects designed to investigate innovative grid technologies and/or vehicle electrification initiatives, how and when to best deploy them, and/or their impact on customers by December 31, 2027.			
<b>6.d. Propel Clean Energy Careers</b>				
Workforce Development Initiative	ComEd will propose and lead development of a public-private workforce development collaborative that reflects a joint commitment from ComEd, government, other industry partners, labor, education, and community-based organizations to prepare, train and reskill individuals from disadvantaged communities for Illinois' clean energy careers. The collaborative will build upon the City Colleges of Chicago and Chicago Public Schools infrastructure to develop more expansive clean energy training and support through Dawson Technical Institute and another location on the West side of Chicago as mutually agreed to upon by the collaborative. The Workforce Development Initiative would provide training and certifications in several work categories including skilled trades, energy efficiency, EV maintenance, fiber installations, renewable energy installations, and business operations. The program will also include wrap-around support services for students (such as transportation, housing support services, legal support, assistance with childcare, personal protective equipment, tools, and stipends).	<ul style="list-style-type: none"> <li>• World-class public-private partnership leveraging and expanding City Colleges of Chicago program structure</li> <li>• Supports just transition to clean energy jobs through comprehensive services</li> <li>• Prioritizes clean energy job training in priority communities</li> </ul>	Secure cooperation from key stakeholders such as City Colleges of Chicago, and other public and private stakeholders	Expansion of the Overhead Electrical Line Worker program at Dawson Technical Institute planning to begin by Q2 2023



Initiative	Description	Anticipated Impact	Implementation	Estimated Timeline
Expand CONSTRUCT Program	<p>On an annual basis over a period of ten (10) years, ComEd will use good faith efforts to achieve the following for our workforce development training and apprenticeship programs:</p> <ul style="list-style-type: none"> <li>- Recruit 35% of CONSTRUCT Infrastructure Academy classes from EIEC communities, and</li> <li>- Provide full scholarships for ten (10) students from the CONSTRUCT Infrastructure Academy to attend Dawson Technical Institute, a division of Kennedy-King College, for the electricity program, which includes tuition, books, and a stipend (total costs estimated at \$8,000 per student).</li> </ul>	<ul style="list-style-type: none"> <li>• Increased training in the clean energy space of residents from prioritized communities</li> <li>• Trained residents receive dedicated assistance preparing for and being connected to jobs in the industry</li> <li>• Removes barriers to entry through scholarships and stipends</li> </ul>	Parties to identify second school for expansion	<p>Recruiting will begin in Q4 2023 for the 2024 class</p> <p>10 full scholarships for ten (10) students from the CONSTRUCT Infrastructure Academy to attend Dawson Technical Institute will be offered beginning in Q2 2023</p>

Initiative	Description	Anticipated Impact	Implementation	Estimated Timeline
Expand Chicago Builds Program	<p>ComEd will collaborate with Chicago Public Schools (“CPS”) to expand the Chicago Builds program with a specific focus on the electricity track by:</p> <ul style="list-style-type: none"> <li>- Collaborating with CPS to expand the Chicago Builds program into a second school on the West side of Chicago</li> <li>- Increasing funding to \$320K per year for ten (10) years for a current or future Chicago Builds location to support instruction (i.e., two instructors per year, one at each school) and purchase of materials</li> <li>- Establishing an energy curriculum for the Electricity track (including Distribution, Transmission &amp; Substation, Energy Efficiency, Solar, Beneficial Electrification, Field &amp; Meter)</li> <li>- Expanding mentoring opportunities by providing up to fifteen (15) mentors for the program per year for ten (10) years, and</li> <li>- Expanding trades-related internship opportunities at ComEd for up to ten (10) students from the program per year for ten (10) years.</li> </ul> <p>This program aligns with the CPS-City Colleges Roadmap goal to provide early college and work-based learning opportunities to high school students.</p>	<ul style="list-style-type: none"> <li>• Build a pipeline of talent from high school that is prepared to enter the trades.</li> </ul>	<p>Ready to start</p> <p>Secure cooperation from CPS</p>	<p>Begin expansion of energy curriculum by Q1 2023</p> <p>Begin planning for expansion into second school by Q4 2023</p>
<b>6.f Connecting Communities</b>				
Make Dark Fiber Available to Bridge the Digital Divide	<p>Pursuant to all regulatory, legal, technologically feasible, and, commercial restrictions, as determined by ComEd, ComEd will make reserve dark fiber capacity available for ISPs who are providing last-mile affordable and quality broadband access to historically underinvested neighborhoods, such as EIEC neighborhoods.</p> <p>To support this initiative, including last-mile development, the City may provide ISPs and community organizations with support through competitively</p>	<ul style="list-style-type: none"> <li>• Increase diversity of broadband market in Chicago, leading to more affordable and quality options for low-income families on the South and West Sides</li> <li>• Narrow the digital divide in Chicago which disproportionately impacts low-income families and communities of color</li> </ul>	<p>City to issue Request for Proposals to fund broadband solutions. For ISPs who seek access to dark fiber and whose solutions are in neighborhoods where ComEd</p>	<p>Initial Phase-100 Miles of Fiber will be made available within the target communities</p> <p>Planning and engineering-</p>

Initiative	Description	Anticipated Impact	Implementation	Estimated Timeline
	<p>awarded Chicago Recovery Plan allocations, physical asset availability, or other resources.</p> <p>The City’s support, paired with access to ComEd’s dark fiber, will facilitate the expansion of fast, reliable, affordable broadband infrastructure to disadvantaged communities.</p> <p>During the initial phase of this pilot, ComEd will work to leverage approximately one-hundred (100) miles of reserve capacity fiber to expand connectivity in two neighborhoods designated by Licensee. During the second phase of this pilot, the Parties will work to leverage approximately four-hundred (400) miles of reserve capacity fiber to expand connectivity to additional historically disinvested communities on Chicago’s South and West sides. The Parties will use American Community Survey data when applicable and feasible. The City may advise on key performance indicators (“KPIs”) to enable and track progress toward broadband equity within areas of need. Additional opportunities to support closing the digital divide may include the installation of strategically located off-ramps (e.g., third-party interconnection points) at key locations along ComEd’s fiber routes where reserve capacity exists. These locations may act as a point of connection for last-mile providers to easily leverage ComEd’s middle-mile infrastructure without interfering with ComEd’s electric operations, due to the fact that ComEd cannot justify these investments in building these interconnection points as prudent and reasonable. Third party funding will be required to construct these key interconnection points and to reduce the cost of interconnection, which allows for savings to be passed to broadband retail customers.</p>		<p>dark fiber exists, City to make connection to ComEd to explore licensing opportunities.</p>	<p>Began Q1 2022 Deployment of Fiber Optic Supply Cable – In Progress (Planned completion Q4 2023) Fiber will be available for licensing Q1 2024</p> <p>Second Phase: 400 miles will be made available in the broader West and South Side communities Planning and engineering- Began Q1 2023 Deployment of Fiber Optic Supply Cable to begin Q1 of 2024 with completion planned for 2026/2027 Portions of the Fiber will be made</p>

Initiative	Description	Anticipated Impact	Implementation	Estimated Timeline
				available starting in 2026 and the remainder in 2027
<b>6.g. Foster Innovation for Resiliency</b>				
ComEd Community Resiliency Hub	The City and ComEd will collaboratively seek IJJA funds for this demonstration project in a selected neighborhood. To transform the chosen neighborhood into a Community Resiliency Hub, we will use smart grid technologies to achieve higher levels of flexibility and resiliency through controls and grid infrastructure upgrades. This Community Resiliency Hub will layer in several features to benefit the local community such as: EV charging stations, energy efficiency intelligent communities, modularized grid technologies, and fiber infrastructure, allowing communities to leverage broadband through services providers using our network. This project focuses on realizing a model future grid capable of operating at higher energy efficiency by enabling higher renewables penetration (such as solar), and ability to work on a modular scale to boost the grid and community resiliency. Preliminary cost is estimated at \$100M. The City agrees to support any grant or other funding applications necessary.	<ul style="list-style-type: none"> <li>• Ability to test and demonstrate the concept of flexible grid will boost the need for emerging technologies as this is transformational concept for grid operation</li> <li>• Hub will contribute to workforce creation in manufacturers and to train engineers, architects, building scientists, building energy permitting and enforcement officials, and building technicians in energy-efficient design and operation.</li> </ul>	Contingent upon successful IJJA or other local, state, federal and other external funding sources.  Engage key community stakeholders.	Estimated 5-year project
Community-Level Resiliency and Capacity Building Initiatives	The Parties will collaborate to develop two neighborhood resilience and capacity building initiatives of strengthened community-level emergency preparedness, response, and recovery strategies. These initiatives will integrate several features to benefit the local community in preparation for and response to localized emergencies which may result in power disruptions.	<ul style="list-style-type: none"> <li>• By utilizing place-based strategies for design and implementation of these initiatives, residents can more immediately access information and resources during or after an emergency event with the goals of lessening the immediate burden on local and state emergency management teams and utility operators while ensuring residents receive the immediate support they need until further assistance arrives.</li> </ul>	Engage key community stakeholders.	



## **Exhibit B**

### **Form of Articles of Incorporation**



**ARTICLES OF INCORPORATION**

General Not For Profit Corporation Act

Secretary of State  
Department of Business Services  
501 S. Second St., Rm. 350  
Springfield, IL 62756  
217-782-9522  
ilsos.gov

Remit payment in the form of a  
cashier's check, certified check,  
money order, or Illinois attorney's  
or C.P.A.'s check payable  
to Secretary of State.

\_\_\_\_\_ File # \_\_\_\_\_ Filing Fee: \$50 Approved: \_\_\_\_\_

----- Submit in duplicate ----- Type or print clearly in black ink ----- Do not write above this line -----

**Article 1.**

Corporate Name: \_\_\_\_\_

**Article 2.**

Name and Address of Registered Agent and Registered Office in Illinois:

Registered Agent: \_\_\_\_\_  
First Name Middle Name Last Name

Registered Office: \_\_\_\_\_  
Number Street Suite # (P.O. Box alone is unacceptable)  
\_\_\_\_\_ IL \_\_\_\_\_  
City ZIP Code County

**Article 3.**

The first Board of Directors shall be \_\_\_\_\_ in number, their Names and Addresses being as follows.  
Not less than three

Director Name	Street Address	City	State	ZIP Code

**Article 4.**

Purpose(s) for which the Corporation is organized:

(continued on back)

**Article 5.**

Other provisions (**For more space, attach additional sheets of this size.**):

**Article 6.**

Is this Corporation a Condominium Association as established under the Condominium Property Act? (check one)

Yes  No

Is this Corporation a Cooperative Housing Corporation as defined in Section 216 of the Internal Revenue Code of 1954? (check one)

Yes  No

Is this Corporation a Homeowner's Association, which administers a common-interest community as defined in subsection (c) of Section 9-102 of the code of Civil Procedure? (check one)

Yes  No

**Article 7.**

**Names & Addresses of Incorporators**

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated \_\_\_\_\_, \_\_\_\_\_  
Month Day Year

**Signatures and Names**

**Post Office Address**

1. \_\_\_\_\_  
Signature

\_\_\_\_\_

Name (print)

2. \_\_\_\_\_  
Signature

\_\_\_\_\_

Name (print)

3. \_\_\_\_\_  
Signature

\_\_\_\_\_

Name (print)

1. \_\_\_\_\_  
Street

\_\_\_\_\_

City, State, ZIP

2. \_\_\_\_\_  
Street

\_\_\_\_\_

City, State, ZIP

3. \_\_\_\_\_  
Street

\_\_\_\_\_

City, State, ZIP

**Signatures must be in BLACK INK on the original document.**

**Carbon copies, photocopies or rubber stamped signatures may only be used on the duplicate copy.**

- If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by a duly authorized corporate officer. Please print name and title beneath the officer's signature.
- The registered agent cannot be the corporation itself.
- The registered agent may be an individual, resident in Illinois, or a domestic or foreign corporation, authorized to act as a registered agent.
- The registered office may be, but need not be, the same as its principal office.
- A corporation that is to function as a club, as defined in Section 1-3.24 of the "Liquor Control Act" of 1934, must insert in its purpose clause a statement that **it will comply with the state and local laws and ordinances relating to alcoholic liquors.**

**Return to:**

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Attention

\_\_\_\_\_  
Mailing address

\_\_\_\_\_  
City, State, ZIP

**Rider to Articles of Incorporation  
of  
Clean Energy and Equity Collaborative NFP**

Article 4:

The purposes of the Corporation are to consider, discuss and determine the projects that will receive funding to achieve the goals within the City of Chicago, Illinois 2022 Climate Action Plan, and subsequent or supplementary climate initiatives, pertaining to the development of a more equitable energy system by way of increased access to programs and technologies that improve energy efficiency, electrification, and access to clean energy. The Corporation shall publicly invite third party applicants to submit project proposals for consideration that contribute to that intention.<sup>1</sup>

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, any of its directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth above.

No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Notwithstanding any provision of these Bylaws or the Articles of Incorporation of the Corporation to the contrary, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, as amended (the “Code”), or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code.

Upon dissolution of the Corporation, the Board of Directors of the Corporation shall, after paying or making provision for the payment of all liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for religious, charitable, scientific, literary, or educational purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Code, as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the Court of general jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

---

<sup>1</sup> NTD: Taken from Section 3(b) of Energy and Equity Agreement. Prior language: “(i) to receive funds from parties interested in funding the Corporation’s activities and (ii) to identify, consider, discuss, and determine the projects to be funded that are intended to lead to an equitable transition in the use of energy anchored in values of economic inclusion and savings, pollution burden reduction, and equitable access to critical infrastructure and community health and resilience, prioritizing delivering meaningful community benefits and infrastructure improvements all while advancing equity for disadvantaged communities in the City of Chicago, Illinois.”

**Exhibit C**  
**Form of Bylaws**

**EXHIBIT C**  
**Form of Bylaws**  
**BYLAWS**  
**OF**  
**CLEAN ENERGY AND EQUITY COLLABORATIVE NFP**

---

**ARTICLE 1**

**Purposes**

The purposes of the Corporation are to consider, discuss and determine the projects that will receive funding to achieve the goals within the City of Chicago, Illinois 2022 Climate Action Plan, and subsequent or supplementary climate initiatives, pertaining to the development of a more equitable energy system by way of increased access to programs and technologies that improve energy efficiency, electrification, and access to clean energy. The Corporation shall publicly invite third party applicants to submit project proposals for consideration that contribute to that intention.

**ARTICLE 2**

**Members**

**Section 2.1. *Members.*** The Corporation shall have two members (the “*Members*”): (i) the City of Chicago, Illinois, an Illinois home rule municipality (the “*City*”), and (ii) Commonwealth Edison Company, an Illinois corporation (“*ComEd*”). Membership is not transferable except to a successor by operation of law.

**Section 2.2. *Limited Voting Rights.*** The Members shall have no voting rights except to the extent provided in Article 3 with respect to the election, tenure designation, removal, and replacement of directors of the Corporation.

**Section 2.3. *Action Without a Meeting.*** Except for the requirements of the Open Meetings Act as applied, any action to be taken by a Member may be taken without a meeting, if a consent in writing setting forth the action so taken shall be signed by such Member. The consent shall set forth the action taken, bear the signature of an authorized person on behalf of the Member and shall be delivered to the Secretary to be filed in the records of the Corporation. The action taken shall be effective when signed by the Member unless the consent specifies a different effective date.

## ARTICLE 3

### Board of Directors

**Section 3.1. General Powers.** The Board of Directors shall have full and complete authority, power, and discretion to direct, manage, and control the business and affairs of the Corporation and to take all such actions as it deems necessary or appropriate to accomplish the purposes of the Corporation.

**Section 3.2. Number and Qualifications.** The number of directors shall be seven, consisting of five individuals designated as Class A Directors (the “*Class A Directors*”) and two individuals designated as Class B Directors (the “*Class B Directors*”) and, together with the Class A Directors, the “*directors*” and individually, a “*director*”). One of the Class A Directors shall be a member of the Energy and Equity Advisory Panel (as defined and established pursuant to the Energy and Equity Agreement, dated [●], 2023, between the City and ComEd (as the same may be amended, the “*Energy and Equity Agreement*”). Directors may not be elected City officials, appointed City officials (other than insofar as the appointment as a director hereunder is deemed to make the individual an appointed City official) or lobbyists, and may not be current employees or directors of Exelon Corporation or its affiliates. Directors must be residents of Chicago, Illinois.

#### **Section 3.3. Election and Tenure.**

(a) The Class A Directors shall be elected by the City, and the Class B Directors shall be elected by ComEd. Those elections shall occur during the month of [●] in each year, or as soon thereafter as conveniently possible. The City and ComEd shall provide each other the name and background of each individual to be elected by it under this Section 3.3 as a director 14 days prior to any election of that individual as a director in order to allow the other to review and comment prior to the election of such individual as a director.

(b) The directors shall be divided into three tenure classes, with the first class consisting of two Class A Directors and one Class B Director, the second class consisting of two Class A Directors, and the third class consisting of one Class A Director and one Class B Director. Each member of a class of directors shall be elected and hold office for a term of three years and until a successor has been elected and qualified, except that the initial members of the first class of directors shall be elected for a term of one year and the initial members of the second class of directors shall be elected for a term of two years. The initial tenure class designation of a director shall be determined by the Member who elected that director and shall be indicated in a written notice to the Secretary. A director may serve for successive terms.

**Section 3.4. Resignation.** A director may resign at any time by written notice delivered to the Member that elected such director and the Secretary of the Corporation. A resignation is effective when the notice is delivered to the such Member unless the notice specifies a date later than the date of delivery. The resignation of a director need not be accepted in order to be effective.

**Section 3.5. Removal of Directors.** A director may only be removed by the Member that elected that director. Any such removal may be made at any time, with or without



cause, by the applicable Member delivering a written notice of such removal to the Secretary of the Corporation.

**Section 3.6. Vacancies.** A vacancy with respect to a Class A Director shall be filled by the City, and a vacancy with respect to a Class B Director shall be filled by ComEd. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

**Section 3.7. Annual Meeting.** The annual meeting of the Board of Directors shall be held during the month of [●], subject to providing notice as provided in Section 3.10.

**Section 3.8. Regular Meetings.** Regular meetings of the Board of Directors shall be held with notice as provided in Section 3.10 on the dates and places to be determined by the Board of Directors in Chicago, Illinois.

**Section 3.9. Special Meetings.** Special meetings of the Board of Directors may be called in accordance with Section 3.10 by or at the request of the Chair or any two directors, and such person or persons may fix any place in Chicago, Illinois, as the place for holding any special meeting of the Board so called.

**Section 3.10. Notice of Meetings.** Notice of any regular or special meeting of the Board of Directors shall be given to the public in the manner and at the time or times provided in the Illinois Open Meetings Act. No notice of regular meetings need be given to directors beyond the resolution establishing the date or schedule of such regular meetings for a calendar year. Notice of any special meeting of the Board of Directors shall be given in accordance with these Bylaws and the Illinois Open Meetings Act at least two days in advance thereof by written notice to each director at the address shown for such director on the records of the Corporation. Notice of a special meeting may be waived in a writing or e-mail by the person or persons entitled to such notice either before or after the time of the meeting. Attendance of a director at any meeting shall constitute a waiver of notice of such meeting except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

**Section 3.11. No Action Without a Meeting.** No action may be taken by the Board of Directors by written consent without a meeting. All actions by the Board of Directors must be taken at a public meeting duly noticed and at which a quorum of directors shall be present.

**Section 3.12. Attendance by Electronic Means.** Notwithstanding the foregoing requirements, Directors or nondirector committee members may participate in and act at any meeting of such board or committee through: (a) the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can communicate with each other; or (b) any other means permitted under the Illinois Open Meetings Act; provided at least a quorum of the Board of Directors or committee must be physically present at the location of the public meeting. Participation in such meeting shall constitute attendance and presence in person at the meeting of the person or persons so participating.

**Section 3.13. Quorum.** One-half (1/2) of the directors then in office shall constitute a quorum for the transaction of business at any meeting, provided at least one Class A

Director and at least one Class B Director are present, and provided further if less than one-half (1/2) of the directors are present, a majority of the directors then present may adjourn the meeting to another time without further notice. Withdrawal of directors from any meeting shall not cause failure of a duly constituted quorum at that meeting.

**Section 3.14. *Action at a Meeting.*** (a) Except as provided in Section 3.14(b), the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or the Articles of Incorporation.

(b) The following actions shall require the affirmative approval of at least one of the Class B Directors:

- (i) any amendment to the Articles of Incorporation or these Bylaws;
- (ii) any merger, consolidation, division, dissolution or liquidation of the Corporation;
- (iii) any transfer of assets other than in connection with (1) the day-to-day management of the Corporation's cash and cash investments and (2) the funding of a project;
- (iv) any investment of the Corporation's funds in other than (1) bank accounts and certificates of deposit, (2) securities and obligations of the federal government or federal government agencies or (3) money market mutual funds;
- (v) any loan of the Corporation's funds (excluding investments described in Section 3.14(b)(iv)(2));
- (vi) any approval of a project that does not meet the requirements of Sections 6.2 and 6.3; or
- (vii) any expenditure that would cause the Corporation's aggregate expenditures for administrative, fiscal sponsorship, and operating costs to exceed \$500,000 in a calendar year.

**Section 3.15. *Proxy Prohibited.*** No director may act by proxy on any matter.

**Section 3.16. *Interested Directors and Conflicts of Interest.***

(a) A director who is directly or indirectly a party to a transaction with the Corporation (an "*interested director*") shall disclose the material facts of the transaction and his or her interest in or relationship to such transaction to the Board of Directors and to any committee of the Board considering such transaction prior to any action by the Board or such committee to authorize, approve or ratify such transaction. A director is "indirectly" a party to a transaction if the entity which is a party is an entity in which the director has a material financial interest or of which the director is an officer, director or general partner.

(b) The presence of the interested director or of a director who is otherwise not disinterested may be counted in determining whether a quorum of the Board of Directors or a committee of the Board is present but may not be counted when action is taken on the transaction.

## ARTICLE 4

### Committees

**Section 4.1. *Committees of the Board of Directors.*** A majority of the Board of Directors may create one or more committees of the Board, which committees, to the extent specified by the Board and not otherwise prohibited by law, may have and exercise the authority of the Board of Directors in the management of the Corporation. The designation of any committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him or her by these Bylaws. A committee shall have at least one Class A Director and one Class B Director as members and a majority of the membership of such committee shall be directors.

**Section 4.2. *Action of Committees of the Board.*** A majority of a committee of the Board of Directors, but not less than one Class A Director and one Class B Director, shall constitute a quorum. The act of a majority of committee members present and voting at a meeting at which a quorum is present shall be the act of the committee. A committee may participate in and act at any meeting through the use of a conference telephone or other similar communications equipment in the manner and to the extent provided in Section 3.12 of these Bylaws. A committee may not act by written consent in lieu of a meeting. No member of such committee of the Board may act by proxy. Subject to these Bylaws and to action by the Board of Directors, a majority of the members of a committee of the Board shall determine the time and place in Chicago, Illinois of meetings and the notice required for meetings. Notice of any meeting of a committee shall be given to the public in the manner and at the time or times provided in the Illinois Open Meetings Act.

**Section 4.3. *Advisory Committees.*** The Board of Directors may create one or more advisory committees or other advisory bodies and appoint persons to such advisory committees or bodies who need not be directors. Such advisory committees or bodies may not act on behalf of the Corporation or bind it to any action but may make recommendations to the Board of Directors.

## ARTICLE 5

### Officers

**Section 5.1. *Enumeration.*** The officers of the Corporation shall be a Chair, a President, a Secretary, and a Treasurer, and may include such other officers or assistant officers as may be elected or appointed by the Board of Directors. Officers whose authority and duties are not prescribed in these Bylaws shall have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person. Only directors of the Corporation may be officers.

**Section 5.2. *Election and Term of Office.***

(a) An officer shall be elected by the Board of Directors at the annual meeting specified in Section 3.7 at which expires the term of the incumbent in office, or sooner, as determined by the Board of Directors, in the event of a vacancy in an office as a result of death, resignation or removal.

(b) Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Election or appointment of an officer or agent shall not of itself create any contract rights.

**Section 5.3. *Resignation and Removal.***

(a) Any officer may resign at any time by giving notice to the Board of Directors, the Chair, or the Secretary. A resignation is effective when the notice is delivered unless the notice specifies a date later than the date of delivery. The resignation of an officer need not be accepted in order to be effective.

(b) The Board of Directors may remove any officer, either with or without cause, whenever in its judgment the best interests of the Corporation would be served thereby.

**Section 5.4. *Vacancies.*** A vacancy in any office, however caused, may be filled by the Board of Directors for the unexpired portion of the term.

**Section 5.5. *Compensation.*** The Board of Directors, and other officers, shall not be entitled to receive any compensation or other forms of remuneration for their service as a director or officer other than reimbursement for reasonable out-of-pocket costs associated with attending Board meetings.

**Section 5.6. *Chair.*** The Chair of the Board shall preside at all meetings of the Board of Directors which he or she attends and shall have such other authority and perform such other duties as may be prescribed by the Board of Directors or these Bylaws. The Chair may sign, alone or with the Secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases in which the execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise executed. The Chair may vote all securities which the Corporation is entitled to vote except as and to the extent such authority shall be vested in a different officer, employee or agent of the Corporation by the Board of Directors.

**Section 5.7. *President.*** Subject to any directions given by the Board of Directors, the President, if one is appointed by the Board of Directors, shall in general supervise and control the day-to-day business and affairs of the Corporation and shall perform all duties customarily incident to the office of President and such other duties as may be assigned to him or her from time to time by the Board of Directors.

**Section 5.8. *Treasurer.*** If required by the Board of Directors, the Treasurer shall give a bond (which shall be renewed regularly) in such sum and with such surety or sureties as the Board of Directors shall determine for the faithful discharge of his or her duties and for the

restoration to the Corporation, in case of such Treasurer's death, resignation, retirement or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in such Treasurer's possession or under such Treasurer's control belonging to the Corporation. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Corporation; (b) receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with these Bylaws; (c) disburse the funds of the Corporation as ordered by the Board of Directors or as otherwise required in the conduct of the business of the Corporation and render to the Chair or the Board of Directors, upon request, an account of all his or her transactions as Treasurer and on the financial condition of the Corporation. The Treasurer shall in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the Chair or by the Board of Directors.

**Section 5.9. *The Secretary.*** The Secretary shall (a) keep the minutes of meeting of the Board of Directors and committees of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the Corporation; (d) keep a register of the post office address of each Member, director or committee member, which shall be furnished to the Secretary by such Member, director or committee member; and (e) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the Chair or the Board of Directors.

**Section 5.10. *Assistant Treasurers and Assistant Secretaries.*** The Treasurer and the Secretary may have an assistant to aid their duties in office. An assistant's term in office shall mirror the term for the officer he or she supports. The Assistant Treasurers shall, respectively, if required by the Board of Directors, give bonds (which shall be renewed regularly) for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Treasurers and Assistant Secretaries shall, in general, perform such duties as shall be assigned to them by the Treasurer or the Secretary, respectively; but such assignment or delegation shall not relieve the principal officer of the responsibilities and liabilities of his or her office. In the absence of the Secretary or Treasurer, or in the event of his or her inability or refusal to act, the Assistant Secretaries or the Assistant Treasurers, as the case may be, in the order determined by the Board of Directors (or if there be no such determination, then in the order determined by the Board) shall perform the duties and exercise the powers of the Secretary or the Treasurer. In addition, the Assistant Treasurers and Assistant Secretaries shall, in general, perform such duties as may be assigned to them by the Chair or the Board of Directors.

## ARTICLE 6

### Project Process

**Section 6.1. *Project Submission and Approval.*** Each Member may present, or allow third parties to present, proposed projects to the Board of Directors for consideration and possible funding by the Corporation, including the projects identified in the Energy and Equity Agreement. The Corporation may, commit to fund projects meeting the criteria set forth in Sections 6.2 and 6.3 that are approved by the Board of Directors by a majority vote of directors

present at a meeting (or, subject to the approval required by Section 3.14(b)(vi), projects that do not meet one or more of the criteria set forth in Section 6.2 and 6.3). Project submission and related grant agreements shall be treated as containing confidential and proprietary information.

**Section 6.2. *Project Requirements.***

(a) Subject to Section 3.14(b)(vi), a project to be funded by the Corporation shall meet the following requirements:

(i) The project must prioritize an equitable transition to the use of clean energy and/or must promote equitable decarbonization anchored in values of economic inclusion and savings, pollution burden reduction, equitable access to critical infrastructure and/or community health and resilience. Projects should advance the pillars, strategies, and actions in the then-current CAP, including, but not limited to, retrofitting, weatherizing, and decarbonizing buildings; installing and encouraging access to community solar and other renewable energy sources that prioritize energy resiliency and reducing energy burden in EIECs; expanding access to electric micro-mobility options; and enabling zero-emission transit and fleets. Projects must prioritize delivering measurable and equitable community benefits and infrastructure improvements with a specific focus on EIECs and other under-resourced communities, and must demonstrate significant community engagement in project design and implementation. The project must be presented to the Board in a written proposal which describes, at a minimum, the following: (A) the amount of funding requested from the Entity as well as the total project cost to the extent the two amounts are different; (B) the purpose, milestones, and objectives sought to be achieved; (C) how progress toward achieving those milestones and objectives will be measured, including whether achievement of the milestones and objectives is dependent upon funding or incentives from other sources (including any conditions precedent to that funding or incentives); (D) how the project advances specific actions, strategies and pillars in the City's then-current CAP and other relevant energy policies to achieve equitable outcomes for residents; (E) how the project will be administered and implemented; and (F) how the project will be designed and implemented with community residents and partner organizations. Any project proposal must provide for quarterly reporting to the Entity.

(ii) The project will be administered and overseen by a party who, in the opinion of the Board, is qualified to perform the activities or undertakings of the project. To make this determination, the Board shall review a description of qualifications for the work to be performed as a part of the project. The applicant must demonstrate the institutional and financial controls in place to administer the project in accordance with the restrictions and guidance provided by the Entity.

(iii) The applicant must provide a detailed project budget. Eligible costs associated with the project may include:

- a. Pre-project development costs and uses, including data-gathering, feasibility studies, community engagement and public feedback processes, equity assessments and planning,



permitting, planning, architectural designs, and engineering studies;

- b. Costs of repair, rehabilitation, construction, improvement, and acquisition of property, equipment, and facilities;
- c. Costs of health and safety improvements to address inequities in housing conditions to enable clean energy solutions; and
- d. Personnel costs including salaries and fringe benefits for staff, consultants, and contractors required for carrying out a project.

(iv) The project must have, or include a plan to obtain, any necessary regulatory approvals and permits and must otherwise comply with applicable law.

(c)

**Section 6.3. *Project Restrictions.*** An approved project must not:

- (a) conflict with, or require the modification of ComEd's rates, terms, conditions, or standards of utility service; interfere with ComEd's provision of utility service under its tariffs; or establish or maintain any unreasonable difference in such rates, terms, conditions, or standards of utility service either as between localities or as between classes of service;
- (b) involve lobbying for any legislative or administrative action of any kind (aside from technical discussions ancillary to implementation of a project) or any expenditures in support of candidates for elected or appointed governmental office or positions; or
- (c) involve expenditures related to the purchase or sale of the electrical system serving residents in Chicago, including studies related to ComEd's performance under the Franchise Agreement.

## ARTICLE 7

### Contracts and Financial Transactions

**Section 7.1. *Contracts.*** The Board of Directors may authorize any officer or officers, employee or employees, or agent or agents of the Corporation, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

**Section 7.2. *Loans.*** No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in the name of the Corporation unless authorized by a resolution of the Board of Directors or by action of a duly empowered committee of the Board.

Such authority to make loans may be general or confined to specified instances. No loan shall be made by the Corporation to a director or officer of the Corporation.

**Section 7.3. Checks, Drafts, Etc.** All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness, issued in the name of the Corporation, shall be signed by one or more officers, employees or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination, such instruments may be signed by the Treasurer or an assistant treasurer and countersigned by one other officer.

**Section 7.4. Deposits.** All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

**Section 7.5. Gifts.** The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation.

## ARTICLE 8

### Books and Records

**Section 8.1. General.** The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors and committees having any authority of the Board of Directors.

**Section 8.2. Inspection.** All books and records of the Corporation may be inspected by any director or any director's agent or attorney, for any proper purpose at any reasonable time.

### Section 8.3. Financial Statements and Audit.

(a) The officers shall cause to be delivered to each Member, as soon as available, but in any event:

(i) within 45 days of the end of each calendar quarter, a balance sheet of the Corporation as of the end of such quarter and related statements of operations and cash flows for such month and the year to date, setting forth in each case in comparative form the figures for the same periods in the previous fiscal year; and

(ii) within 90 days after the end of each fiscal year, a balance sheet of the Corporation as at the end of such fiscal year and the related statements of operations and cash flow for such year, setting forth in each case in comparative form the figures for the previous fiscal year (to the extent such period's figures are available), certified by an accounting firm of recognized regional standing as being prepared in accordance with generally accepted accounting principles consistently applied.

(b) The officers shall cause each Member to be furnished with additional reports and financial statements deemed appropriate by the Board.

(c) The Corporation shall, through a publicly accessible website or similar public communications system, provide each Member and the public with the information described in this Section 8.3(c). The information shall include, but is not limited to, an annual report on the Corporation's selection criteria, organizations that have received grants, funded projects, outcomes of projects that have been funded, distributed and remaining funds, any external funds secured for distribution (*i.e.*, private foundations and other government grants), impacts of grant-funded projects on CAP goals and the impact of grant-funded projects on EIECs

**Section 8.4. Tax Returns.** The officers shall prepare and file, or cause to be prepared and filed, all tax returns required to be prepared and filed by the Corporation in accordance with legal requirements. The officers shall cause the Corporation to pay all taxes and other amounts shown to be due on such returns, including any estimated tax payments.

**Section 8.5. Freedom of Information Act.** The Corporation shall comply with the provisions of the Illinois Freedom of Information Act.

## ARTICLE 9

### Fiscal Year

The Corporation's fiscal year shall be the calendar year.

## ARTICLE 10

### Notices

**Section 10.1. Manner of Notice.** Whenever under the provisions of law, the Articles of Incorporation or these Bylaws, notice is required to be given to any director or member of any committee designated by the Board of Directors, it shall not be construed to require personal delivery. Such notice may be given in writing by depositing it in a sealed envelope in the United States mails, postage prepaid and addressed to such director or committee member at his or her address as it appears on the books of the Corporation, and such notice shall be deemed to be given at the time when it is thus deposited in the United States mails; or such notice may be given in writing by any other means and if given by such other means, shall be deemed given when received. Such requirement for notice shall be deemed satisfied if actual notice is received orally or in writing by the person entitled thereto as far in advance of the event with respect to which notice is given as the minimum notice period required by law, the Articles of Incorporation or these Bylaws.

**Section 10.2. Waiver of Notice.** Whenever any notice is required to be given by law, by the Articles of Incorporation or by these Bylaws, a waiver thereof in writing or e-mail by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

**Section 10.3. *Open Meetings Act.*** Notwithstanding anything to the contrary, any notice provided pursuant to this Article 10 shall comply with the requirements of the Open Meetings Act as applied.

## **ARTICLE 11**

### **Indemnification and Insurance**

Each person who at any time is or shall have been a director, officer or agent of the Corporation shall be indemnified by the Corporation in accordance with and to the full extent permitted by the General Not For Profit Corporation Act of Illinois as in effect at the time of adoption of this bylaw or as amended from time to time, and by any subsequent Illinois not for profit corporation law. The foregoing right of indemnification shall not be deemed exclusive of any other rights to which a person seeking indemnification may be entitled under any by-law, agreement, vote of disinterested directors, or otherwise. If authorized by the Board of Directors, the Corporation may purchase and maintain insurance on behalf of any person to the full extent permitted by the General Not for Profit Corporation Act of Illinois as in effect at the time of the adoption of this by-law or as amended from time to time, and by any subsequent Illinois not for profit corporation law.

## **ARTICLE 12**

### **Amendment**

Subject to the approval required by Section 3.14(b)(i), the Board of Directors may alter, amend, or repeal these Bylaws or adopt new Bylaws. Such action may be taken at a regular or special meeting for which written notice of the purpose shall be given.



**Exhibit D**  
**ComEd Ethics Policies**



## **ComEd's Commitment to Ethics**

ComEd is committed to maintaining a robust, comprehensive ethics program. While certain elements of the program described in this document are well-established and others are new, ComEd recognizes that an effective ethics program must constantly evolve in the face of changing risks. This document outlines ComEd's ethics program as it stands today, and the company's commitment to continuing improvements to its ethics policies and practices.

### **Governance and Risk Assessment**

Ethics, compliance, and internal audit services are provided to ComEd through its holding company, Exelon. This increases independence, facilitates sharing of insights across multiple operating companies, allows ComEd greater access to resources than a stand-alone program, and improves efficiency.

ComEd's ethics program is managed by Exelon's Compliance and Audit group. That group is led by an Executive Vice President (EVP) who reports to Exelon's Chief Executive Officer and the Audit Committee of Exelon's Board of Directors and serves as a member of Exelon's Executive Committee.

The Compliance and Audit group was created in March 2020 by placing under joint oversight Exelon's Compliance & Ethics function (which previously had reported to Exelon's General Counsel), and its Internal Audit function (which previously had reported to the Chief Financial Officer). Exelon's Chief Compliance & Ethics Officer, who directly oversees Exelon's compliance and ethics program, and Chief Audit Executive, who directly oversees Exelon's internal audit function, now report to the EVP for Compliance and Audit. The Chief Audit Executive retains a direct report to the Audit Committee for audit independence purposes.

Exelon organizes the governance and risk management responsibilities of its compliance, internal audit, and enterprise risk management functions around the [Three Lines model](#) promulgated by the Institute of Internal Auditors. A review is underway to ensure that those responsibilities are clearly defined and appropriately allocated; we anticipate completing that review in Q4 2020.

The Compliance & Ethics team conducts an annual risk assessment process to identify ethics and compliance risks across the organization and assess controls for those risks. Following a review of that process during the summer of 2020, a substantial redesign of the risk assessment process has been undertaken, with implementation beginning in Q4 2020.

### **Ethical Conduct of Public Affairs**

ComEd's responsibilities require frequent engagement with public officials on a wide range of operational and public policy issues. Exelon implemented four new policies in July 2020 governing

interactions with public officials by its employees, contractors (including external lobbyists and political consultants) and other agents. These policies, applicable enterprise-wide, strengthen guidance, oversight, and controls relating to interactions with public officials. The requirements of the four new policies, available in full [here](#) on Exelon’s website, are set out below:

### **Interactions with Federal, State, and Local Public Officials**

- Emphasizes Exelon’s commitment to conducting public affairs with integrity and sets standards of conduct for interactions with public officials by Exelon employees, officers, and directors. In all four policies, “public official” refers to an elected or appointed public official, public employee, or candidate for public office, with a role or position that involves oversight of or influence over Exelon’s interests.
- Establishes rules for providing “anything of value” to public officials. This includes, among other things, money, entertainment, meals, employment, contracts, benefits to public officials’ family members, and directed charitable contributions.
- Covered employees may provide things of value to public officials only if:
  - Permitted by applicable laws, ethics regulations, and gift rules;
  - Done infrequently; and
  - Not done to influence, or because of, any official act by the public official.
- Anything of value provided to a public official must be reported to the business unit’s Government Affairs team and accurately reflected in the company’s books and records. Government Affairs must provide this information quarterly to Compliance & Ethics and the business unit’s CEO and General Counsel.
- Establishes framework for tracking and handling referrals, recommendations, and requests regarding anything of value from public officials. Requires prompt reporting of public officials’ referrals, recommendations, and requests to business unit Government Affairs teams and Compliance & Ethics. Routine service and constituent assistance requests and public affairs communications with public officials are excluded.
- Requires Compliance & Ethics to provide quarterly reports of public official referrals, recommendations, and requests to the Audit Committee of Exelon’s Board and operating company Boards.

### **Due Diligence and Monitoring Procedure for Third Parties Engaged in Political Consulting and Lobbying Activities**

- Establishes a due diligence process to ensure all lobbyists and political consultants have appropriate expertise and reputations. Both new and existing lobbyists and consultants must go through this process.
- Requires heightened scrutiny before engagement of lobbyists and consultants with close relatives who are public officials.

- Prohibits engagement of lobbyists and political consultants without prior approval of the business-level Government Affairs, General Counsel, and CEO, as well as the Chief Compliance & Ethics Officer.
- Requires written contracts for all lobbyists and political consultants that clearly define the scope of work, require compliance with applicable legal and ethics rules, complete training Exelon may designate, and prohibit subcontracting.
- Establishes mandatory procedures for monitoring the activities of lobbyists and political consultants. Each business unit's Government Affairs team is responsible for conducting: (i) detailed invoice reviews to ensure that work performed supports payment (Accounts Payable may not release payments to lobbyists and consultants until that review is complete); and (ii) mid-year and annual performance reviews to assess the quality and integrity of services provided.
- Requires semi-annual reports by Compliance & Ethics to Exelon's Audit Committee and operating company Boards regarding activities of third-party lobbyists and political consultants.

#### **Referrals, Recommendations, and Requests from Public Officials Regarding Employment Decisions**

- Establishes procedures to ensure that referrals, recommendations, and requests from public officials regarding employment decisions do not undermine Exelon's commitment to hire and promote the best-qualified, available candidates from diverse and well-qualified candidate slates.
- Prohibits hiring or promoting candidates for the purpose of influencing public officials.
- Disqualifies candidates from consideration if a public official's referral, request, or recommendation appears linked to an official act relating to Exelon, or if the recommended candidate is a close family member of the public official.
- Requires Exelon employees, officers, and directors to report employment referrals, recommendations, and requests made by public officials, and creates a tracking process for those requests. Candidates not disqualified for the reasons noted above may proceed through the application process if they are qualified and approval is granted by senior business unit leadership and Compliance & Ethics.
- Requires semi-annual reports by Compliance & Ethics to the Audit Committee of Exelon's Board and to operating company Boards regarding employment referrals, recommendations, and requests from public officials.

#### **Vendors and Suppliers Affiliated with or Referred, Recommended, or Requested by Public Officials**

- Establishes procedures to ensure that public officials' affiliations with, or advocacy for, vendors do not undermine Exelon's commitment to integrity in sourcing and contracting.
- Requires identification of vendors affiliated with public officials or their close family members, through due diligence during the sourcing process.

- Requires Exelon employees, officers, and directors to report referrals, recommendations, and requests from public officials to use specific vendors and creates a tracking process for those referrals, recommendations, and requests.
- Requires approval by senior business unit leadership and Compliance & Ethics prior to selection of vendors who are either affiliated with public officials or referred, recommended, or requested by public officials.
- Requires semi-annual reports by Compliance & Ethics to the Audit Committee of Exelon's Board and to operating company Boards regarding public official referrals, recommendations, and requests concerning vendor selection, and use of vendors with public official affiliations.

### **Implementation of New Policies Regarding Interactions With Public Officials**

Between early July and early October 2020, Exelon delivered live interactive training on the new policies to more than 2,000 employees, external lobbyists, and consultants in more than 40 webinars. The training prioritized employees whose responsibilities make them most likely to interact with public officials. Employees also have access to a variety of reference materials regarding the policies, including a regularly updated FAQ document. Exelon will provide periodic refresher training on the policies, ensure that employees moving into roles involving contact with public officials receive training on the policies, and include information about the new policies in annual ethics training provided to all employees.

Exelon is now using a due diligence questionnaire to vet new lobbyists and consultants and expects to complete due diligence reviews of existing lobbyists and consultants during the fourth quarter of 2020.

The most complex implementation challenge concerning the new policies involves identifying vendors affiliated with public officials. Exelon has developed a process through which more than 7,000 vendors who have transacted at least \$10,000 in business with Exelon companies in the past year, as well as new vendors, will certify responses to a series of questions about their affiliations with public officials. All affirmative responses are reviewed by Compliance & Ethics. A pilot of the certification process was completed in September 2020. A second and larger wave of certifications, prioritizing ComEd and high-volume vendors, will launch in October 2020, with full implementation of the certification process for existing and new vendors by Q1 2021.

Exelon's internal audit team plans a review of implementation efforts during Q1 2021. The results of that review will be reported to senior Exelon and operating company management, the Audit Committee of Exelon's Board of Directors, and the Boards of ComEd and other operating companies.

### **Compliance With City of Chicago Ethics Requirements**

ComEd tracks ethics requirements promulgated by the City of Chicago, including rules applicable to city contractors under the City's Ethics Ordinance, city contractor certification requirements, and restrictions imposed by executive order on certain categories of campaign contributions by

city contractors and affiliated parties. ComEd's Legal Department, in coordination with Exelon's Compliance & Ethics department, provides training on these requirements to relevant employees and must review all certifications provided to the City of Chicago.

## **Code of Business Conduct, Annual Training, and Certifications**

Exelon maintains a detailed Code of Business Conduct, publicly accessible [here](#), and applicable to all employees, officers, directors, and third-party contractors, consultants, and agents across the enterprise. The Code was adopted in 2015 and is periodically reviewed and updated. The next review is anticipated in 2021.

The Code sets out Exelon's core values (which include "acting with integrity") and addresses a wide range of topics, among them conflicts of interest, workplace conduct, safety, protecting confidential information and other company assets, bribery and corruption, and competing with integrity. The Code of Conduct highlights the importance of speaking up and strictly prohibits any form of retaliation for raising questions or concerns about potential violations of the Code or compliance with applicable laws and regulations.

All employees must participate in annual Code of Conduct training. Additionally, all non-represented employees are required to complete an annual certification disclosing potential conflicts of interest and certifying their understanding of the Code. Completion of the training and certifications is tracked. New employees are required to complete Code of Conduct training when they join.

## **Monitoring and Enforcement of Ethics Standards**

Exelon maintains a 24-hour ethics helpline that allows employees, the public and any other stakeholders to report ethics concerns as well as potential legal or regulatory violations. The helpline has both a phone and web portal option and reporters have the option to remain anonymous. Ethics reports also may be submitted directly to the Compliance & Ethics department via email or escalated via supervision or Human Resources.

All reported concerns are reviewed by a team within Compliance & Ethics, which assigns, coordinates and participates in investigations. (Beginning in November 2020, a dedicated, trained Human Resources investigative team will investigate allegations of harassment, discrimination and related matters). The Compliance & Ethics team retains oversight of all matters involving potential violations of the Code of Business Conduct to assure the fairness and consistency of investigations.

Sanctions for violations of compliance and ethics policies range from coaching to termination, and ordinarily are implemented by the business unit following a consensus process that includes input from Compliance & Ethics, Human Resources and the Legal Department. Compliance & Ethics maintains a database of reported ethics and compliance concerns, investigations, and resolutions. In 2020 Exelon committed to upgrading the software used to track ethics and

compliance reports and violations, which will facilitate more robust reporting and permit greater insight into trends and hot spots. Implementation of that software upgrade is anticipated during Q4 2020.

Exelon's Internal Audit team conducts independent testing of the implementation and effectiveness of financial and compliance controls. Internal Audit findings are shared with business leadership, the Compliance & Ethics team, and the Audit Committee. The Compliance & Ethics and Internal Audit teams regularly share information about compliance risks and observations regarding controls implementation.

Both the Compliance & Ethics and Internal Audit functions provide quarterly reports to the Exelon Board's Audit Committee.