

**PROTOCOL AGREEMENT FOR RESPONSE BY PARTICIPANTS TO REQUESTS
FOR INFORMATION UNDER FREEDOM OF INFORMATION ACT, SUNSHINE
LAW, OPEN RECORDS ACT, OR SIMILAR STATUTE**

THIS PROTOCOL AGREEMENT (“Agreement”) is made and entered into effective as of July __, 2025 (the “Effective Date”), by and among the Indiana Municipal Power Agency, a body corporate and politic and a political subdivision of the State of Indiana (“IMPA”), the Missouri Joint Municipal Electric Utility Commission, a body public and corporate of the State of Missouri (“MJMEUC”), Northern Illinois Municipal Power Agency, a municipal power agency created and incorporated as a body politic and corporate, municipal corporation and unit of local government of the State of Illinois (“NIMPA”), Prairie Power, Inc., (“PPI”), Kentucky Municipal Power Agency, a joint public agency established pursuant to the laws of the Commonwealth of Kentucky (“KMPA”) and AMP 368, LLC, a Delaware limited liability company (formerly Marigold Energy, LLC) (“AMP”), Illinois Municipal Electric Agency, a municipal power agency created and incorporated as a body politic and corporate, municipal corporation and unit of local government of the State of Illinois (“IMEA”) Southern Illinois Power Cooperative, an Illinois not-for-profit corporation, created and existing under and by virtue of the laws of Illinois (“SIPC”), and Wabash Valley Power Association, Inc, an Indiana Corporation (“WVPA”). IMPA, MJMEUC, NIMPA, PPI, KMPA, AMP, IMEA, SIPC and WVPA are also each referred to herein as a “Participant” and collectively, the “Participants.”

The Participants, Prairie State Generating Company, LLC (“PSGC”), and Prairie State Energy Campus Management, Inc. (“PSECM”) (collectively the “Parties”) are under confidentiality obligations (the “Confidentiality Obligations”) under one or more of the following: Section 10.5 of the Amended and Restated Project Development Agreement dated June 19, 2007, Section 15.5 of the Amended and Restated the Asset Purchase Agreement dated June 19, 2007, Section 12.5 of the Amended and Restated CCW Disposal Site Agreement, Section 18.4 of the Participation Agreement dated September 28, 2007, and the Common Interest and Joint Defense Agreement (the “Project Agreements”). The Participants, PSGC, and PSECM are in possession of documents and other records, regardless of the form, with characteristics of one or more of the following: is proprietary, confidential, contains trade secrets, holds intrinsic economic value to the Participants, or is subject to the Confidentiality Obligations (individually and collectively “Confidential Information”). Confidential Information, if disclosed, is likely to cause competitive harm to one or more of the Participants. It is the intent of PSGC, PSECM, and the Participants to protect and maintain the confidentiality of Confidential Information to the fullest extent allowed by applicable law.

In order to comply with current and evolving statutory Freedom of Information Act laws, Sunshine Law, Open Records Acts, or other similar requirements (each referred to as a “FOIA Law”) while simultaneously complying with the Confidentiality Obligations under the Project Agreements, and to protect and maintain the confidentiality of such documents and information to the fullest extent allowed by applicable law, the Parties shall comply with the following protocol:

1. NOTICE OF FOIA REQUEST: Within twenty-four hours of receipt of a request for documents or information pursuant to FOIA Law (“FOIA Request”) by a Participant (the “Receiving Participant”), the Receiving Participant shall notify the PSGC General Counsel and the legal counsel of the other Participants of the FOIA Request by electronic mail (“Notice”).

The Notice shall include (1) a copy of the FOIA Request; (2) the date the FOIA Request was received by the Receiving Participant; (3) the date on which the Receiving Participant is required by the applicable FOIA law to respond, including any extension permissible under such law; and, (4) an indication as to whether or not the Receiving Participant intends to grant or deny the FOIA Request and the reasons for such grant or denial.

If the Receiving Participant has not yet determined whether or not to grant or deny the FOIA Request, the Notice shall so state and indicate when the Receiving Participant intends to make such determination. In such circumstance, the Receiving Participant, as soon as practicable, but no later than two full days prior to the date the response to the FOIA Request is due, shall notify the legal counsel of the Parties by electronic mail whether or not the Receiving Participant intends to grant or deny the FOIA Request and provide the reasons for such grant or denial (the “Supplemental Notice”). Notwithstanding the above, in no event, shall the Receiving Participant disclose any information that could potentially be viewed by other Parties as ‘Confidential Information’ in response to a FOIA Request earlier than two full business days after sending the Supplemental Notice.

2. RESPONSE: On behalf of the Participants, and within forty-eight hours of receipt of the Notice or Supplemental Notice, as the case may be, PSGC General Counsel shall, after consultation with outside legal counsel if needed and with the Chair of the Board of Directors of PSECM and the Chief Executive Officer of PSGC, determine if the Confidentiality Obligations under the Project Agreements, in view of the applicable exemptions set forth in the applicable FOIA Law, create a good faith basis to deny the FOIA Request, in whole or in part. If the then serving Chair of the Board of Directors of PSECM is a representative of the Receiving Participant, then the Vice Chair will perform this advisory role in the place of the Chair on behalf of the Board of Directors.

- A. If a good faith basis exists to deny the FOIA Request (in whole or in part, which may include a limited release of a portion of the requested documents, or records, or a limited release of redacted versions of such documents or records), then PSGC General Counsel shall issue a letter to the Receiving Participant stating that: (1) the documents and or information requested by the FOIA Request are protected from disclosure by the Confidentiality Obligations of the Project Agreements; (2) the documents and or information (or designated portions thereof) requested by the FOIA Request are exempt from disclosure under an exemption in the applicable FOIA Law; (3) on behalf of the Participants, the Receiving Participant is requested to deny the FOIA Request or redact designated portions of the Receiving Party’s proposed response thereof; and (4) if the Receiving Participant intends to disclose the Confidential Information notwithstanding PSGC’s determination, then Receiving Participant shall notify PSGC’s General Counsel immediately so that the Parties can seek protective

and injunctive relief in a court of competent jurisdiction.

B. If no good faith basis exists to deny the FOIA Request, then PSGC's General Counsel shall immediately notify the Receiving Participant accordingly via electronic mail.

3. PROTECTIVE AND INJUNCTIVE RELIEF: If it is determined that protective and injunctive relief is required pursuant to section 2(A) above, then on behalf of the Parties, the Chairman of PSECM, or Vice Chair acting in the capacity of the Chair pursuant to Section 2 above, and the Chief Executive Officer of PSGC are authorized to retain such legal counsel as reasonably necessary and thereafter pursue such protective measures, orders, or decrees in a court of competent jurisdiction as they reasonably deem to be necessary to protect such records and information from disclosure for the benefit of the Parties.

4. PROJECT AGREEMENTS: The obligations and procedures established by this Agreement are supplementary to and not in derogation of the Parties' respective confidentiality and non-disclosure obligations set forth in the Project Agreements.

IN WITNESS WHEREOF, the Participants have caused this Agreement to be executed by their duly authorized officers as of the Effective Date.

AMP 368, LLC

By: _____
Pamala Sullivan

Date: _____

Title: _____

Illinois Municipal Electric Agency

By: _____
Chris Wise

Date: _____

Title: _____

Southern Illinois Power Cooperative

By: _____
Paul Furtak

Date: _____

Title: _____

Wabash Valley Power Association, Inc.

By: _____
Albert Taylor

Date: _____

Title: _____

Indiana Municipal Power Agency

By: _____
Jack Alvey

Date: _____

Title: _____

Missouri Joint Municipal Electric Utility Commission

By: _____
Steve Stodden

Date: _____

Title: _____

Prairie Power, Inc.

By: _____
Eric Hobbie

Date: _____

Title: _____

Kentucky Municipal Power Agency

By: _____
Dave Carroll

Date: _____

Title: _____

Northern Illinois Municipal Power Agency

By: _____
Aaron Holton

Date: _____

Title: _____