Acceptable Modifications to the Pre-Bid Letter of Credit for ComEd

This document contains a final list of modifications to the Pre-Bid Letter of Credit for ComEd that are **ACCEPTABLE** to Commonwealth Edison Company ("ComEd") on an optional basis.

Introductory Text - Original

IRREVOCABLE STANDBY LETTER OF CREDIT

_____ ("Date of Issuance")

Letter of Credit No. _____

Beneficiary:
Commonwealth Edison Company ("ComEd")
Email: Albert Griffith Albert.Griffith@ComEd.com
Janelle Navratil Janelle.Navratil@exeloncorp.com
Procurement Administrator Illinois-RFP@nera.com

Applicant:
[Name of Applicant]
[Address]

Acceptable Modifications to Introductory Text

B.1. **IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____**

_____ ("Date of Issuance")

~~Letter of Credit No. _____~~

Beneficiary:
Commonwealth Edison Company ("ComEd")
Email: Albert Griffith Albert.Griffith@ComEd.com
Janelle Navratil Janelle.Navratil@exeloncorp.com
Procurement Administrator Illinois-RFP@nera.com

Applicant:
[Name of Applicant]
[Address]

B.2. **IRREVOCABLE STANDBY LETTER OF CREDIT**

_____ ("Date of Issuance")

Letter of Credit No. _____

Beneficiary:
Commonwealth Edison Company ("ComEd")
[Insert Address]
Email: Albert Griffith Albert.Griffith@ComEd.com

Janelle Navratil Janelle.Navratil@exeloncorp.com
Procurement Administrator Illinois-RFP@nera.com

Applicant:
[Name of Applicant]
[Address]

Paragraph 1 – Original

1. We, _____(the "Issuing Bank"), hereby establish this Irrevocable Standby Letter of Credit (this "Letter of Credit") in your favor in the amount of USD $_____, effective immediately and available to you at sight upon demand at our counters at _____[designate Issuing Bank's location for presentments] and expiring at 5 PM (Eastern Prevailing time) on October 5, 2022 (the "Expiration Date"), unless terminated earlier in accordance with the provisions of Paragraph 9 hereof.

Acceptable Modifications to Paragraph 1

1.1. ***Please note that changes to time other than "Eastern Prevailing time" should be made in the same manner throughout the Pre-Bid Letter of Credit (Paragraphs 1, 5, and 9).*** We, _____(the "Issuing Bank"), hereby establish this Irrevocable Standby Letter of Credit (this "Letter of Credit") in your favor in the amount of USD $_____, effective immediately and available to you at sight upon demand at our counters at _____[designate Issuing Bank's location for presentments] and expiring at 5 PM (~~Eastern Prevailing time~~ Eastern Daylight Saving time) on October 5, 2022 (the "Expiration Date"), unless terminated earlier in accordance with the provisions of Paragraph 9 hereof.

1.2. ***Please note that changes to time other than "Eastern Prevailing time" should be made in the same manner throughout the Pre-Bid Letter of Credit (Paragraphs 1, 5, and 9).*** We, _____(the "Issuing Bank"), hereby establish this Irrevocable Standby Letter of Credit (this "Letter of Credit") in your favor in the amount of USD $_____, effective immediately and available to you at sight upon demand at our counters at _____[designate Issuing Bank's location for presentments] and expiring at 5 PM (Eastern ~~Prevailing~~ time) on October 5, 2022 (the "Expiration Date"), unless terminated earlier in accordance with the provisions of Paragraph 9 hereof.

1.3. We, _____(the "Issuing Bank"), hereby establish this Irrevocable Standby Letter of Credit (this "Letter of Credit") in your favor in the amount of USD $_____ (_____and ___/100 U.S. Dollars), effective immediately and available to you at sight upon demand at our counters at _____[designate Issuing Bank's location for presentments] and expiring at 5 PM (Eastern Prevailing time) on October 5, 2022 (the "Expiration Date"), unless terminated earlier in accordance with the provisions of Paragraph 9 hereof.

1.4. We, _____(the "Issuing Bank"), hereby establish this Irrevocable Standby Letter of Credit (this "Letter of Credit") in your favor in the amount of USD $_____[write amount in words], effective immediately and available to you at sight upon demand at our counters at _____[designate Issuing Bank's location for presentments] and expiring at 5 PM (Eastern Prevailing time) on October 5, 2022 (the "Expiration Date"), unless terminated earlier in accordance with the provisions of Paragraph 9 hereof.

1.5. We, _____(the "Issuing Bank"), hereby establish this Irrevocable Standby Letter of Credit (this "Letter of Credit") in your favor in the amount of USD $_____, effective immediately and available to you by payment at sight upon demand at our counters at _____[designate Issuing Bank's location for presentments] and expiring at 5 PM (Eastern Prevailing time) on October 5, 2022 (the "Expiration Date"), unless terminated earlier in accordance with the provisions of Paragraph 9 hereof.

1.6. We, _____(the "Issuing Bank"), hereby establish this Irrevocable Standby Letter of Credit (this "Letter of Credit") in your favor in the amount of USD ~~$~~_____, effective immediately and available to you at sight upon demand at our counters at _____[designate Issuing Bank's location for presentments] and expiring at 5 PM (Eastern Prevailing time) on October 5, 2022 (the "Expiration Date"), unless terminated earlier in accordance with the provisions of Paragraph 9 hereof.

1.7. ***It is acceptable for all times in Paragraph 1, in Paragraph 5, and in Paragraph 9 to refer to a time zone other than the eastern time zone. However, the hour referenced in the alternate time zone must correspond and be equivalent to the hour provided in the eastern time zone in the original Paragraph.*** For example, if the modified Paragraph 1 references the central time zone, then "…and expiring at 5 PM (Eastern Prevailing time) on October 5, 2022" should be changed to "…and expiring at ***4*** PM (Central Prevailing time) on October 5, 2022".

Paragraph 2 – Original

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

   a) "the Bidder has disclosed information relating to its Proposal publicly or to any other party (excluding disclosures required by a federal, state, or local agency, or by a court of competent jurisdiction) before the Illinois Commerce Commission has rendered its decision on the results of the Procurement Event"; or
   b) "the Bidder has made a material omission or misrepresentation in the Part 1 Proposal or the Part 2 Proposal submitted in connection with the Procurement Event"; or
   c) "the Bidder has failed to execute the applicable supplier contract or has failed to meet the creditworthiness requirements of the applicable supplier contract within three (3) business days of being notified that the Illinois Commerce Commission has approved the Bidder's winning bids"; or
   d) "the Bidder has failed to pay the applicable Supplier Fee to the Illinois Power Agency within seven (7) business days of being notified that the Illinois Commerce Commission has approved the Bidder's winning bids".

Acceptable Modifications to Paragraph 2

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

   a) "the Bidder has disclosed information relating to its Proposal publicly or to any other party (excluding disclosures required by a federal, state, or local agency, or by a court of competent jurisdiction) before the Illinois Commerce Commission has rendered its decision on the results of the Procurement Event"; or
   b) "the Bidder has made a material omission or misrepresentation in the Part 1 Proposal or the Part 2 Proposal submitted in connection with the Procurement Event"; or
   c) "the Bidder has failed to execute the applicable supplier contract or has failed to meet the creditworthiness requirements of the applicable supplier contract within three (3) business days of being notified that the Illinois Commerce Commission has approved the Bidder's winning bids"; or
   d) "the Bidder has failed to pay the applicable Supplier Fee to the Illinois Power Agency within seven (7) business days of being notified that the Illinois Commerce Commission has approved the Bidder's winning bids".

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

a) "the Bidder has disclosed information relating to its Proposal publicly or to any other party (excluding disclosures required by a federal, state, or local agency, or by a court of competent jurisdiction) before the Illinois Commerce Commission has rendered its decision on the results of the Procurement Event"; or
b) "the Bidder has made a material omission or misrepresentation in the Part 1 Proposal or the Part 2 Proposal submitted in connection with the Procurement Event"; or
c) "the Bidder has failed to execute the applicable supplier contract or has failed to meet the creditworthiness requirements of the applicable supplier contract within three (3) business days of being notified that the Illinois Commerce Commission has approved the Bidder's winning bids"; or
d) "the Bidder has failed to pay the applicable Supplier Fee to the Illinois Power Agency within seven (7) business days of being notified that the Illinois Commerce Commission has approved the Bidder's winning bids".

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

a) "the Bidder has disclosed information relating to its Proposal publicly or to any other party (excluding disclosures required by a federal, state, or local agency, or by a court of competent jurisdiction) before the Illinois Commerce Commission has rendered its decision on the results of the Procurement Event"; or
b) "the Bidder has made a material omission or misrepresentation in the Part 1 Proposal or the Part 2 Proposal submitted in connection with the Procurement Event"; or
c) "the Bidder has failed to execute the applicable supplier contract or has failed to meet the creditworthiness requirements of the applicable supplier contract within three (3) business days of being notified that the Illinois Commerce Commission has approved the Bidder's winning bids"; or
d) "the Bidder has failed to pay the applicable Supplier Fee to the Illinois Power Agency within seven (7) business days of being notified that the Illinois Commerce Commission has approved the Bidder's winning bids".

2.4. ***Please note that change ① to Paragraph 2 and change ② to Annex 1 are only acceptable if both changes are made together.***
① This Letter of Credit is issued at the request and for the account of _____ (including its successors and assigns, the "Bidder"). This

Letter of Credit may be drawn ~~by presenting the documents required by paragraph 3 hereof, including your drawing certificate stating that~~ once ComEd has notified [the Issuing Bank] in writing that the Bidder:

a) ~~"the Bidder~~ has disclosed information relating to its Proposal publicly or to any other party (excluding disclosures required by a federal, state, or local agency, or by a court of competent jurisdiction) before the Illinois Commerce Commission has rendered its decision on the results of the Procurement Event~~"~~; or
b) ~~"the Bidder~~ has made a material omission or misrepresentation in the Part 1 Proposal or the Part 2 Proposal submitted in connection with the Procurement Event~~"~~; or
c) ~~"the Bidder~~ has failed to execute the applicable supplier contract or has failed to meet the creditworthiness requirements of the applicable supplier contract within three (3) business days of being notified that the Illinois Commerce Commission has approved the Bidder's winning bids~~"~~; or
d) ~~"the Bidder~~ has failed to pay the applicable Supplier Fee to the Illinois Power Agency within seven (7) business days of being notified that the Illinois Commerce Commission has approved the Bidder's winning bids~~"~~.

② Acceptable Modification A1.1
DRAWING ~~CERTIFICATE~~ UNDER LETTER OF CREDIT NO. _____

2.5. This Letter of Credit is issued at the request and for the account of _____ (including its successors and assigns, the "Bidder"). This Letter of Credit may be drawn by presenting the documents required by paragraph 3 hereof, including in your drawing certificate in the form of Annex 1 to this Letter of Credit one of the following stating that:

a) "the Bidder has disclosed information relating to its Proposal publicly or to any other party (excluding disclosures required by a federal, state, or local agency, or by a court of competent jurisdiction) before the Illinois Commerce Commission has rendered its decision on the results of the Procurement Event"; or
b) "the Bidder has made a material omission or misrepresentation in the Part 1 Proposal or the Part 2 Proposal submitted in connection with the Procurement Event"; or
c) "the Bidder has failed to execute the applicable supplier contract or has failed to meet the creditworthiness requirements of the applicable supplier contract within three (3) business days of being notified that the Illinois Commerce Commission has approved the Bidder's winning bids"; or
d) "the Bidder has failed to pay the applicable Supplier Fee to the Illinois Power Agency within seven (7) business days of being notified that the Illinois Commerce Commission has approved the Bidder's winning bids".

2.6. This Letter of Credit is issued at the request and for the account of _____ (including its successors and assigns, the "Bidder"). This Letter of Credit may be drawn by presenting the documents required by paragraph 3 hereof,

including your drawing certificate stating that:

a) "the Bidder has disclosed information relating to its Proposal publicly or to any other party ~~(excluding disclosures required by a federal, state, or local agency, or by a court of competent jurisdiction)~~ before the Illinois Commerce Commission has rendered its decision on the results of the Procurement Event"; or
b) "the Bidder has made a material omission or misrepresentation in the Part 1 Proposal or the Part 2 Proposal submitted in connection with the Procurement Event"; or
c) "the Bidder has failed to execute the applicable supplier contract or has failed to meet the creditworthiness requirements of the applicable supplier contract within three (3) business days of being notified that the Illinois Commerce Commission has approved the Bidder's winning bids"; or
d) "the Bidder has failed to pay the applicable Supplier Fee to the Illinois Power Agency within seven (7) business days of being notified that the Illinois Commerce Commission has approved the Bidder's winning bids".

Paragraph 3 – Original

3. We hereby irrevocably authorize you to draw on us, in accordance with the terms and conditions hereof, up to the amount available under this Letter of Credit from time to time, subject to reduction as provided in Paragraph 8. A partial or full drawing hereunder may be presented by you on any Business Day on or prior to the Expiration Date by delivering or transmitting to the Issuing Bank at _____ [U.S. address], (a) a notice executed by you substantially in the form of Annex 1 hereto, appropriately completed and duly signed by an Authorized Officer of ComEd, and (b) your draft substantially in the form of Annex 2 hereto, appropriately completed and duly signed by an Authorized Officer of ComEd.

Acceptable Modifications to Paragraph 3

3.1. We hereby irrevocably authorize you to draw on us, in accordance with the terms and conditions hereof, up to the amount available under this Letter of Credit from time to time, subject to reduction as provided in Paragraph 8. A partial or full drawing hereunder may be presented by you on any Business Day on or prior to the Expiration Date by delivering or transmitting to the Issuing Bank at _____ [U.S. address], (a) a notice executed by you ~~substantially~~ in the form of Annex 1 hereto, appropriately completed and duly signed by an Authorized Officer of ComEd, and (b) your draft ~~substantially~~ in the form of Annex 2 hereto, appropriately completed and duly signed by an Authorized Officer of ComEd.

3.2. We hereby irrevocably authorize you to draw on us, in accordance with the terms and conditions hereof, up to the amount available under this Letter of Credit from time to time, subject to reduction as provided in Paragraph 8. A partial or full drawing hereunder may be presented by you on any Business Day on or prior to the Expiration Date by delivering or transmitting to the Issuing Bank at _____ [U.S. address], (a) a notice executed by you substantially in the form of Annex 1 hereto, appropriately completed and purportedly duly signed by an Authorized Officer of ComEd, and (b) your draft substantially in the form of Annex 2 hereto, appropriately completed and purportedly duly signed by an Authorized Officer of ComEd.

3.3. We hereby irrevocably authorize you to draw on us, in accordance with the terms and conditions hereof, up to the amount available under this Letter of Credit from time to time, subject to reduction as provided in Paragraph 8. A partial or full drawing hereunder may be presented by you on any Business Day on or prior to the Expiration Date by delivering or transmitting to the Issuing Bank at _____ [U.S. address], (a) a notice executed by you substantially in the form of Annex 1 hereto, appropriately completed and purporting to be duly signed by an Authorized Officer of ComEd, and (b) your draft substantially in the form of Annex 2 hereto, appropriately completed and purporting to be duly signed by an Authorized Officer of ComEd.

3.4. We hereby irrevocably authorize you to draw on us, in accordance with the terms and conditions hereof, up to the amount available under this Letter of Credit from time to time, subject to reduction as provided in Paragraph 8. A partial or full drawing hereunder may be presented by you on any Business Day on or prior to the ~~Expiration Date~~ termination of this Letter of Credit as provided in Paragraph 9 hereof by delivering or transmitting to the Issuing Bank at _____ [U.S. address], (a) a notice executed by you substantially in the form of Annex 1 hereto, appropriately completed and duly signed by an Authorized Officer of ComEd, and (b) your draft substantially in the form of Annex 2 hereto, appropriately completed and duly signed by an Authorized Officer of ComEd.

3.5. We hereby irrevocably authorize you to draw on us, in accordance with the terms and conditions hereof, up to the amount available under this Letter of Credit from time to time, subject to reduction as provided in Paragraph 8. A partial or full drawing hereunder may be presented by you on any Business Day on or prior to the by delivering or transmitting in the manner specified in Paragraph 4 below to the Issuing Bank at _____ _____ [U.S. address], (a) a notice executed by you substantially in the form of Annex 1 hereto, appropriately completed and duly signed by an Authorized Officer of ComEd, and (b) your draft substantially in the form of Annex 2 hereto, appropriately completed and duly signed by an Authorized Officer of ComEd.

3.6. We hereby irrevocably authorize you to draw on us, in accordance with the terms and conditions hereof, up to the amount available under this Letter of Credit from time to time, subject to reduction as provided in Paragraph 8. A partial or full drawing hereunder may be presented by you on any Business Day on or prior to the Expiration Date by delivering or transmitting to the Issuing Bank at _____ [U.S. address], (a) a notice executed by you substantially in the form of Annex 1 hereto, appropriately completed and duly signed by one purporting to be an Authorized Officer of ComEd, and (b) your draft substantially in the form of Annex 2 hereto, appropriately completed and duly signed by one purporting to be an Authorized Officer of ComEd.

Paragraph 4 – Original

4. Drafts, document(s) and other communications hereunder may be presented or delivered to us by facsimile transmission or electronic means. Presentation of documents to effect a draw by facsimile must be made to the following facsimile number: _____, and confirmed by telephone to us at the following number(s): _____. Presentation of documents to effect a draw by electronic means must be made by your email address Albert.Griffith@ComEd.com or Janelle.Navratil@exeloncorp.com to the following email address: _____, and confirmed by telephone to us at the following number(s): _____. In the event of a presentation via facsimile transmission or via electronic means, no mail confirmation is necessary and the facsimile transmission or the electronic communication will constitute the operative drawing documents.

Acceptable Modifications to Paragraph 4

4.1. Drafts, document(s) and other communications hereunder may be presented or delivered to us by facsimile transmission or electronic means. Presentation of documents to effect a draw by facsimile must be made to the following facsimile number: _____ or alternately to facsimile number _____, and confirmed by telephone to us at the following number(s): _____. Presentation of documents to effect a draw by electronic means must be made by your email address Albert.Griffith@ComEd.com or Janelle.Navratil@exeloncorp.com to the following email address: _____, and confirmed by telephone to us at the following number(s): _____. In the event of a presentation via facsimile transmission or via electronic means, no mail confirmation is necessary and the facsimile transmission or the electronic communication will constitute the operative drawing documents.

4.2. Drafts, document(s) and other communications hereunder may be presented or delivered to us by facsimile transmission or electronic means. Presentation of documents to effect a draw by facsimile must be made to the following facsimile number: _____, and confirmed by telephone to us at the following number(s): _____. Presentation of documents to effect a draw by electronic means must be made by your email address Albert.Griffith@ComEd.com or Janelle.Navratil@exeloncorp.com to the following email address: _____, and confirmed by telephone to us at the following number(s): _____. In the event of a presentation via facsimile transmission or via electronic means, no mail confirmation is necessary and the facsimile transmission or the electronic communication will constitute the operative drawing document~~s~~.

4.3. Drafts, document(s) and other communications hereunder may be presented or delivered to us by facsimile transmission or electronic means. Presentation of documents to effect a draw by facsimile must be made to the following facsimile numbers: _____ or _____, and confirmed by telephone to us at the following number(s): _____. Presentation of documents to effect a draw by electronic means must be made by your email address Albert.Griffith@ComEd.com or Janelle.Navratil@exeloncorp.com to the following email

address: _____, and confirmed by telephone to us at the following number(s): _____. In the event of a presentation via facsimile transmission or via electronic means, no mail confirmation is necessary and the facsimile transmission or the electronic communication will constitute the operative drawing documents.

4.4. Drafts, document(s) and other communications hereunder may be presented or delivered to us by facsimile transmission or electronic means. Presentation of documents to effect a draw by facsimile must be made to the following facsimile number: _____, and confirmed by telephone to us at the following number(s): _____. Presentation of documents to effect a draw by electronic means must be made by your email address Albert.Griffith@ComEd.com or Janelle.Navratil@exeloncorp.com to the following email addresses: _____, and confirmed by telephone to us at the following number(s): _____. In the event of a presentation via facsimile transmission or via electronic means, no mail confirmation is necessary and the facsimile transmission or the electronic communication will constitute the operative drawing documents.

Paragraph 5 – Original

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

Acceptable Modifications to Paragraph 5

5.1. ***Please note that changes to time other than "Eastern Prevailing time" should be made in the same manner throughout the Pre-Bid Letter of Credit (Paragraphs 1, 5, and 9).*** We will honor a drawing hereunder made in compliance with the terms and provisions of this Letter of Credit by transferring in immediately available funds the amount specified in your draft (or so much thereof as is available hereunder) delivered or transmitted to us in connection with such drawing to the account designated as provided below, by 3 PM (~~Eastern Prevailing time~~ Eastern Daylight Saving time) on the date of such drawing, if delivery or transmission of the requisite documents pursuant to Paragraph 3 hereof is made prior to 11 AM (~~Eastern Prevailing time~~ Eastern Daylight Saving time) on a Business Day, but at the opening of business on the first Business Day next succeeding the date of such drawing if delivery or transmission of the requisite documents pursuant to Paragraph 3 hereof is made on or after 11 AM (~~Eastern Prevailing time~~ Eastern Daylight Saving time) on any Business Day.

5.2. ***Please note that changes to time other than "Eastern Prevailing time" should be made in the same manner throughout the Pre-Bid Letter of Credit (Paragraphs 1, 5, and 9).*** We will honor a drawing hereunder made in compliance with the terms and provisions of this Letter of Credit by transferring in immediately available funds the amount specified in your draft (or so much thereof as is available hereunder) delivered or transmitted to us in connection with such drawing to the account designated as provided below, by 3 PM (Eastern ~~Prevailing~~ time) on the date of such drawing, if delivery or transmission of the requisite documents pursuant to Paragraph 3 hereof is made prior to 11 AM (Eastern ~~Prevailing~~ time) on a Business Day, but at the opening of business on the first Business Day next succeeding the date of such drawing if delivery or transmission of the requisite documents pursuant to Paragraph 3 hereof is made on or after 11 AM (Eastern ~~Prevailing~~ time) on any Business Day.

5.3. We will honor a drawing hereunder made in compliance with the terms and provisions of this Letter of Credit by transferring in immediately available funds the amount specified in your

draft (or so much thereof as is available hereunder) delivered or transmitted to us in connection with such drawing ~~to the account designated as provided below~~, in accordance with the wire transfer instructions set forth in Paragraph 7 hereof, by 3 PM (Eastern Prevailing time) on the date of such drawing, if delivery or transmission of the requisite documents pursuant to Paragraph 3 hereof is made prior to 11 AM (Eastern Prevailing time) on a Business Day, but at the opening of business on the first Business Day next succeeding the date of such drawing if delivery or transmission of the requisite documents pursuant to Paragraph 3 hereof is made on or after 11 AM (Eastern Prevailing time) on any Business Day.

5.4. ***It is acceptable for all times in Paragraph 1, in Paragraph 5, and in Paragraph 9 to refer to a time zone other than the eastern time zone. However, the hour referenced in the alternate time zone must correspond and be equivalent to the hour provided in the eastern time zone in the original Paragraph.*** For example, if the modified Paragraph 5 references the central time zone, then "…if delivery or transmission of the requisite documents pursuant to Paragraph 3 hereof is made on or after 11 AM (Eastern Prevailing time) on any Business Day" should be changed to "…if delivery or transmission of the requisite documents pursuant to Paragraph 3 hereof is made on or after ***10 AM*** (Central Prevailing time) on any Business Day".

Paragraph 6 – Original

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

Acceptable Modifications to Paragraph 6

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

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

6.3. If a demand for payment made by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give you notice not later than the time provided in Paragraph 5 above for honor of a drawing presented to us, that the demand for

payment was not effected in accordance with the terms and conditions of this Letter of Credit, stating the reasons why the demand for payment was not so effected, and that we will upon your instructions hold any documents at your disposal or return the same to you. Upon being notified that the demand for payment was not effected in conformity with this Letter of Credit, you may attempt to correct any such non-conforming demand for payment to the extent that you are entitled to do so, provided, however, in such event a conforming demand for payment must be ~~timely~~ made in accordance with the terms of this Letter of Credit.

Paragraph 7 – Original

7. Unless otherwise hereafter designated in writing to us by an Authorized Officer of ComEd, all payments made by us under this Letter of Credit shall be transmitted by wire transfer to ComEd pursuant to the following instructions:

Commonwealth Edison Company
Account No.: _____
Bank: _____
Bank's Address: _____
_____
ABA Routing No.: _____
Contact: _____
Email: _____
Telephone No.: _____

Acceptable Modifications to Paragraph 7

7.1. ***Please note that change ① to Paragraph 7 and change ② to Paragraph 7 are only acceptable if both changes are made together.***

①~~Unless otherwise hereafter designated in writing to us by an Authorized Officer of ComEd, all~~ All payments made by us under this Letter of Credit shall be transmitted by wire transfer to ComEd pursuant to the following instructions:

Commonwealth Edison Company
Account No.: _____
Bank: _____
Bank's Address: _____
_____
ABA Routing No.: _____
Contact: _____
Email: _____
Telephone No.: _____

② or other account of ComEd as may be designated by an amendment to this Letter of Credit.

Paragraph 8 – Original

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

Acceptable Modifications to Paragraph 8

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

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

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

8.4. Partial drawings are permitted hereunder and multiple presentations are permitted hereunder. The amount available for drawing by you under this Letter of Credit shall be automatically reduced to the extent of ~~by~~ the amount of any drawings ~~paid through us~~ referencing this Letter of Credit was previously paid by us. Presentation of demands for drawings in amounts that exceed the amount available to be drawn hereunder shall not be

deemed a failure to comply with the requirements of Paragraph 3 hereof, provided that the amounts payable on any such demand shall thus be limited to the amount then available to be drawn under this Letter of Credit.

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

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

Paragraph 9 – Original

9. This Letter of Credit shall terminate on the earliest of: (a) the date you have made drawings which exhaust the amount available to be drawn under this Letter of Credit; (b) the date we receive from you a Certificate of Cancellation in the form of Annex 3; or (c) 5 PM (Eastern Prevailing time) on the Expiration Date.

Acceptable Modifications to Paragraph 9

9.1. ***Please note that changes to time other than "Eastern Prevailing time" should be made in the same manner throughout the Pre-Bid Letter of Credit (Paragraphs 1, 5, and 9).*** This Letter of Credit shall terminate on the earliest of: (a) the date you have made drawings which exhaust the amount available to be drawn under this Letter of Credit; (b) the date we receive from you a Certificate of Cancellation in the form of Annex 3; or (c) 5 PM (Eastern ~~Prevailing~~ Daylight Saving time) on the Expiration Date.

9.2. ***Please note that changes to time other than "Eastern Prevailing time" should be made in the same manner throughout the Pre-Bid Letter of Credit (Paragraphs 1, 5, and 9).*** This Letter of Credit shall terminate on the earliest of: (a) the date you have made drawings which exhaust the amount available to be drawn under this Letter of Credit; (b) the date we receive from you a Certificate of Cancellation in the form of Annex 3; or (c) 5 PM (Eastern ~~Prevailing~~ time) on the Expiration Date.

9.3. ***It is acceptable for all times in Paragraph 1, in Paragraph 5, and in Paragraph 9 to refer to a time zone other than the eastern time zone. However, the hour referenced in the alternate time zone must correspond and be equivalent to the hour provided in the eastern time zone in the original Paragraph.*** For example, if the modified Paragraph 9 references the central time zone, then "…or (c) 5 PM (Eastern Prevailing time) on the Expiration Date" should be changed to "or (c) ***4*** PM (Central Prevailing time) on the Expiration Date".

9.4. This Letter of Credit shall terminate on the earliest of: (a) the date you have made drawings which exhaust the amount available to be drawn under this Letter of Credit; (b) the date we receive from you a Certificate of Cancellation in the form of Annex 3 hereto together with the original of this Letter of Credit (and any subsequent amendments) returned for cancellation; or (c) 5 PM (Eastern Prevailing time) on the Expiration Date.

Please note that if modification 9.4 is used, only a copy of the electronic version of the Letter of Credit will be returned using a method from Paragraph 4. No hardcopy documents will be returned under 9(b).

Paragraph 10 – Original

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

Acceptable Modifications to Paragraph 10

10.1. This Letter of Credit is not transferable, and except as otherwise expressly stated herein, is subject to the Uniform Customs and Practice for Documentary Credits – 2007 revision, International Chamber of Commerce Publication No. 600, (the "UCP") and the Uniform Customs and Practice for Documentary Credits for Electronic Presentation – Version 2.0 (the "eUCP"). All banking charges are for the account of the Bidder. This Letter of Credit shall, as to matters not governed by the UCP or the eUCP, be governed and construed in accordance with New York law, without regard to principles of conflicts of law.

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

10.3. ~~This Letter of Credit is not transferable, and except as otherwise expressly stated herein, is subject to the Uniform Customs and Practice for Documentary Credits – 2007 revision, International Chamber of Commerce Publication No. 600, (the "UCP"). All banking charges are for the account of the Bidder. This Letter of Credit shall, as to matters not governed by the UCP, be governed and construed in accordance with New York law, without regard to principles of conflicts of law.~~ This Letter of Credit is not transferable and except as otherwise expressly stated herein, is subject to the International Standby Practices 1998, known as International Chamber of Commerce Publication No. 590 ("ISP 98"), and, to the extent relevant, the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication Number 600 ("UCP600"), and, to the extent not inconsistent with said ISP98 or UCP600, shall be governed by and construed in accordance with, the laws of the State of New York, without regard to principles of conflicts of law.

10.4. ***Please note that change ① to Paragraph 10 is only acceptable if made together with change ② to Paragraph 11 and change ③ to Paragraph 12.***

① 10. Rule 3.14(a) of the International Standby Practices 1998 (International Chamber of Commerce Publication No. 590), or any successor publication thereto (the "ISP"), as it applies to this Letter of Credit is hereby modified to provide as follows:~~This Letter of Credit is not transferable, and except as otherwise expressly stated herein, is subject to the Uniform Customs and Practice for Documentary Credits – 2007 revision, International Chamber of Commerce Publication No. 600, (the "UCP"). All banking charges are for the account of the Bidder. This Letter of Credit shall, as to matters not governed by the UCP, be governed and construed in accordance with New York law, without regard to principles of conflicts of law.~~

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

Rule 3.14(b) of the ISP is hereby modified by providing that any alternate place for presentation we may designate pursuant to this rule must be in the United States.

②Acceptable Modification 11.1.
11. As used herein:~~Article 36 of the UCP as it applies to this Letter of Credit is hereby modified to provide as follows:~~

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

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

"Authorized Officer" shall mean President, Treasurer, any Vice President or Senior Vice President or any Assistant Treasurer.

"Bidder" shall mean an entity that has been notified that it has successfully completed the Part 1 Proposal.

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

"Procurement Event" shall mean the request for proposals, the evaluation of proposals and bids for wholesale energy products, and the execution of the applicable supplier contracts with Commonwealth Edison Company as a counterparty pursuant to the Procurement Plan

for the period starting in June 2022, as proposed by the Illinois Power Agency and approved by the Illinois Commerce Commission in Docket No. 21-0717.

③ Acceptable Modification 12.1.

12. This Letter of Credit is not transferable. This Letter of Credit is subject to and shall be governed by the ISP except to the extent that the terms hereof are inconsistent with the provisions of the ISP, in which case the terms of this Letter of Credit shall govern. This Letter of Credit shall, as to matters not governed by the ISP or matters inconsistent with the ISP, be governed and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of law.~~As used herein:~~

~~"Authorized Officer" shall mean President, Treasurer, any Vice President or Senior Vice President or any Assistant Treasurer.~~

~~"Bidder" shall mean an entity that has been notified that it has successfully completed the Part 1 Proposal.~~

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

~~"Procurement Event" shall mean the request for proposals, the evaluation of proposals and bids for wholesale energy products, and the execution of the applicable supplier contracts with Commonwealth Edison Company as a counterparty pursuant to the Procurement Plan for the period starting in June 2022, as proposed by the Illinois Power Agency and approved by the Illinois Commerce Commission in Docket No. 21-0717.~~

Paragraph 11 – Original

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

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

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

Acceptable Modifications to Paragraph 11

11.1. ***Please note that change ② to Paragraph 11 is only acceptable if made together with change ① to Paragraph 10 and change ③ to Paragraph 12.***

① Acceptable Modification 10.3.
10. Rule 3.14(a) of the International Standby Practices 1998 (International Chamber of Commerce Publication No. 590), or any successor publication thereto (the "ISP"), as it applies to this Letter of Credit is hereby modified to provide as follows:~~This Letter of Credit is not transferable, and except as otherwise expressly stated herein, is subject to the Uniform Customs and Practice for Documentary Credits – 2007 revision, International Chamber of Commerce Publication No. 600, (the "UCP"). All banking charges are for the account of the Bidder. This Letter of Credit shall, as to matters not governed by the UCP, be governed and construed in accordance with New York law, without regard to principles of conflicts of law.~~

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

Rule 3.14(b) of the ISP is hereby modified by providing that any alternate place for presentation we may designate pursuant to this rule must be in the United States.

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

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

~~business.~~

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

"Authorized Officer" shall mean President, Treasurer, any Vice President or Senior Vice President or any Assistant Treasurer.

"Bidder" shall mean an entity that has been notified that it has successfully completed the Part 1 Proposal.

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

"Procurement Event" shall mean the request for proposals, the evaluation of proposals and bids for wholesale energy products, and the execution of the applicable supplier contracts with Commonwealth Edison Company as a counterparty pursuant to the Procurement Plan for the period starting in June 2022, as proposed by the Illinois Power Agency and approved by the Illinois Commerce Commission in Docket No. 21-0717.

③ Acceptable Modification 12.1.
12. This Letter of Credit is not transferable. This Letter of Credit is subject to and shall be governed by the ISP except to the extent that the terms hereof are inconsistent with the provisions of the ISP, in which case the terms of this Letter of Credit shall govern. This Letter of Credit shall, as to matters not governed by the ISP or matters inconsistent with the ISP, be governed and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of law. ~~As used herein:~~
~~"Authorized Officer" shall mean President, Treasurer, any Vice President or Senior Vice President or any Assistant Treasurer.~~

~~"Bidder" shall mean an entity that has been notified that it has successfully completed the Part 1 Proposal.~~

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

~~"Procurement Event" shall mean the request for proposals, the evaluation of proposals and bids for wholesale energy products, and the execution of the applicable supplier contracts with Commonwealth Edison Company as a counterparty pursuant to the Procurement Plan for the period starting in June 2022, as proposed by the Illinois Power Agency and approved by the Illinois Commerce Commission in Docket No. 21-0717.~~

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

> If on the last Business Day for presentation the place for presentation stated in this Letter of Credit is for any reason closed, then the Issuing Bank hereby specifically agrees to effect payment if this Credit is drawn against within ~~last day for presentation is automatically extended to the day occurring~~ thirty calendar days after the place for presentation re-opens for business.

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

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

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

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

Paragraph 12 – Original

12. As used herein:

"Authorized Officer" shall mean President, Treasurer, any Vice President or Senior Vice President or any Assistant Treasurer.

"Bidder" shall mean an entity that has been notified that it has successfully completed the Part 1 Proposal.

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

"Procurement Event" shall mean the request for proposals, the evaluation of proposals and bids for wholesale energy products, and the execution of the applicable supplier contracts with Commonwealth Edison Company as a counterparty pursuant to the Procurement Plan for the period starting in June 2022, as proposed by the Illinois Power Agency and approved by the Illinois Commerce Commission in Docket No. 21-0717.

Acceptable Modifications to Paragraph 12

12.1. ***Please note that change ③ to Paragraph 12 is only acceptable if made together with change ① to Paragraph 10 and change ② to Paragraph 11.***

① Acceptable Modification 10.3.

10. Rule 3.14(a) of the International Standby Practices 1998 (International Chamber of Commerce Publication No. 590), or any successor publication thereto (the "ISP"), as it applies to this Letter of Credit is hereby modified to provide as follows:~~This Letter of Credit is not transferable, and except as otherwise expressly stated herein, is subject to the Uniform Customs and Practice for Documentary Credits – 2007 revision, International Chamber of Commerce Publication No. 600, (the "UCP"). All banking charges are for the account of the Bidder. This Letter of Credit shall, as to matters not governed by the UCP, be governed and construed in accordance with New York law, without regard to principles of conflicts of law.~~

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

Rule 3.14(b) of the ISP is hereby modified by providing that any alternate place for presentation we may designate pursuant to this rule must be in the United States.

② Acceptable Modification 11.1.

11. As used herein:~~Article 36 of the UCP as it applies to this Letter of Credit is hereby modified~~

~~to provide as follows:~~

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

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

"Authorized Officer" shall mean President, Treasurer, any Vice President or Senior Vice President or any Assistant Treasurer.

"Bidder" shall mean an entity that has been notified that it has successfully completed the Part 1 Proposal.

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

"Procurement Event" shall mean the request for proposals, the evaluation of proposals and bids for wholesale energy products, and the execution of the applicable supplier contracts with Commonwealth Edison Company as a counterparty pursuant to the Procurement Plan for the period starting in June 2022, as proposed by the Illinois Power Agency and approved by the Illinois Commerce Commission in Docket No. 21-0717.

③ 12. This Letter of Credit is not transferable. This Letter of Credit is subject to and shall be governed by the ISP except to the extent that the terms hereof are inconsistent with the provisions of the ISP, in which case the terms of this Letter of Credit shall govern. This Letter of Credit shall, as to matters not governed by the ISP or matters inconsistent with the ISP, be governed and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of law. ~~As used herein:~~

~~"Authorized Officer" shall mean President, Treasurer, any Vice President or Senior Vice President or any Assistant Treasurer.~~

~~"Bidder" shall mean an entity that has been notified that it has successfully completed the Part 1 Proposal.~~

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

~~"Procurement Event" shall mean the request for proposals, the evaluation of proposals and~~

~~bids for wholesale energy products, and the execution of the applicable supplier contracts with Commonwealth Edison Company as a counterparty pursuant to the Procurement Plan for the period starting in June 2022, as proposed by the Illinois Power Agency and approved by the Illinois Commerce Commission in Docket No. 21-0717.~~

12.2. As used herein:

"Authorized Officer" shall mean President, Treasurer, any Vice President or Senior Vice President or any Assistant Treasurer.

"Bidder" shall mean XXX [the name of the Bidder as it appears on the Part 1 and Part 2 Proposals], which has ~~an entity that has~~ been notified that it has successfully completed the Part 1 Proposal.

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

"Procurement Event" shall mean the request for proposals, the evaluation of proposals and bids for wholesale energy products, and the execution of the applicable supplier contracts with Commonwealth Edison Company as a counterparty pursuant to the Procurement Plan for the period starting in June 2022, as proposed by the Illinois Power Agency and approved by the Illinois Commerce Commission in Docket No. 21-0717.

12.3. As used herein:

"Authorized Officer" shall mean President, Treasurer, any Vice President or Senior Vice President or any Assistant Treasurer.

"Bidder" shall mean an entity that has been notified that it has successfully completed ~~the~~ Part 1 Proposal.

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

"Procurement Event" shall mean the request for proposals, the evaluation of proposals and bids for wholesale energy products, and the execution of the applicable supplier contracts with Commonwealth Edison Company as a counterparty pursuant to the Procurement Plan for the period starting in June 2022, as proposed by the Illinois Power Agency and approved by the Illinois Commerce Commission in Docket No. 21-0717.

12.4. As used herein:

"Authorized Officer" shall mean President, Treasurer, any Vice President or Senior Vice President or any Assistant Treasurer.

"Bidder" shall mean ~~an entity that has been notified that it has successfully completed the Part 1 Proposal~~ the entity as named in 2 above.

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

"Procurement Event" shall mean the request for proposals, the evaluation of proposals and bids for wholesale energy products, and the execution of the applicable supplier contracts with Commonwealth Edison Company as a counterparty pursuant to the Procurement Plan for the period starting in June 2022, as proposed by the Illinois Power Agency and approved by the Illinois Commerce Commission in Docket No. 21-0717.

Paragraph 13 – Original

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

Acceptable Modifications to Paragraph 13

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

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

Paragraph 14 – Original

14. We, the Issuing Bank, certify that as of the Date of Issuance our senior unsecured debt is rated "A" or better by S&P Global Ratings (S&P) if rated by S&P, "A2" or better by Moody's Investors Service (Moody's) if rated by Moody's, and, "A" or better by Fitch Ratings (Fitch) if rated by Fitch. We hereby certify that our senior unsecured debt is rated by at least two of S&P, Moody's, and Fitch. If affiliated with a foreign bank, we further certify we are a U.S. branch office of such foreign bank and that as of the Date of Issuance of this Letter of Credit, our senior unsecured debt meets the ratings requirement of this paragraph.

Acceptable Modifications to Paragraph 14

14.1. ***Please note this change to Paragraph 14 is only acceptable if the bank issuing the Pre-Bid Letter of Credit is <u>not</u> a foreign bank or affiliated with a foreign bank.***
We, the Issuing Bank, certify that as of the Date of Issuance our senior unsecured debt is rated "A" or better by S&P Global Ratings (S&P) if rated by S&P, "A2" or better by Moody's Investors Service (Moody's) if rated by Moody's, and, "A" or better by Fitch Ratings (Fitch) if rated by Fitch. We hereby certify that our senior unsecured debt is rated by at least two of S&P, Moody's, and Fitch. ~~If affiliated with a foreign bank, we further certify we are a U.S. branch office of such foreign bank and that as of the Date of Issuance of this Letter of Credit, our senior unsecured debt meets the ratings requirement of this paragraph.~~

14.2. ***Please note this change to Paragraph 14 is only acceptable if the bank issuing the Pre-Bid Letter of Credit <u>is</u> a foreign bank.***
~~We, the Issuing Bank, certify that as of the Date of Issuance our senior unsecured debt is rated "A" or better by S&P Global Ratings (S&P) if rated by S&P, "A2" or better by Moody's Investors Service (Moody's) if rated by Moody's, and, "A" or better by Fitch Ratings (Fitch) if rated by Fitch. We hereby certify that our senior unsecured debt is rated by at least two of S&P, Moody's, and Fitch. If affiliated with a foreign bank, we~~ <u>We</u> ~~further~~ certify we are a U.S. branch office of ~~such~~ <u>a</u> foreign bank and ~~that~~ as of the Date of Issuance of this Letter of Credit, our senior unsecured debt <u>is rated "A" or better by S&P Global Ratings (S&P) if rated by S&P, "A2" or better by Moody's Investors Service (Moody's) if rated by Moody's, and, "A" or better by Fitch Ratings (Fitch) if rated by Fitch. We hereby certify that our senior unsecured debt is rated by at least two of S&P, Moody's, and Fitch.</u>~~meets the ratings requirement of this paragraph.~~

14.3. We, the Issuing Bank, certify that as of the Date of Issuance our senior unsecured debt is rated "A" or ~~better~~ <u>higher</u> by S&P Global Ratings (S&P) if rated by S&P, "A2" or ~~better~~ <u>higher</u> by Moody's Investors Service (Moody's) if rated by Moody's, and, "A" or ~~better~~ <u>higher</u> by Fitch Ratings (Fitch) if rated by Fitch. We hereby certify that our senior unsecured debt is rated by at least two of S&P, Moody's, and Fitch. If affiliated with a foreign bank, we further certify

we are a U.S. branch office of such foreign bank and that as of the Date of Issuance of this Letter of Credit, our senior unsecured debt meets the ratings requirement of this paragraph.

14.4. We, the Issuing Bank, certify that as of the Date of Issuance of the Letter of Credit our senior unsecured debt is rated "A" or better by S&P Global Ratings (S&P) if rated by S&P, "A2" or better by Moody's Investors Service (Moody's) if rated by Moody's, and, "A" or better by Fitch Ratings (Fitch) if rated by Fitch. We hereby certify that our senior unsecured debt is rated by at least two of S&P, Moody's, and Fitch. If affiliated with a foreign bank, we further certify we are a U.S. branch office of such foreign bank and that as of the Date of Issuance of this Letter of Credit, our senior unsecured debt meets the ratings requirement of this paragraph.

14.5. ***If this change to Paragraph 14 is made by a U.S. agency office of a foreign bank, the agent bank must identify the foreign bank that it is representing using a paragraph substantially in the form of Additional Paragraph (4).***
We, ~~the Issuing Bank~~<name of Issuer>, certify that as of the Date of Issuance our senior unsecured debt is rated "A" or better by S&P Global Ratings (S&P) if rated by S&P, "A2" or better by Moody's Investors Service (Moody's) if rated by Moody's, and, "A" or better by Fitch Ratings (Fitch) if rated by Fitch. We hereby certify that our senior unsecured debt is rated by at least two of S&P, Moody's, and Fitch. If affiliated with a foreign bank, we further certify we are a U.S. agency office ~~branch office~~ of such foreign bank and that as of the Date of Issuance of this Letter of Credit, our senior unsecured debt meets the ratings requirement of this paragraph.

14.6. ***If this change to Paragraph 14 is made by a U.S. agency office of a foreign bank, the agent bank must identify the foreign bank that it is representing using a paragraph substantially in the form of Additional Paragraph (4).***
We~~, the Issuing Bank~~ certify that as of the Date of Issuance of this Letter of Credit, our senior unsecured long-term debt is rated "A" or better by S&P Global Ratings (S&P) if rated by S&P, "A2" or better by Moody's Investors Service (Moody's) if rated by Moody's, and, "A" or better by Fitch Ratings (Fitch) if rated by Fitch. We hereby certify that our senior unsecured debt is rated by at least two of S&P, Moody's, and Fitch. If affiliated with a foreign bank, we further certify we are a U.S. branch office or U.S. agency office of such foreign bank and that as of the Date of Issuance of this Letter of Credit, our senior unsecured debt meets the ratings requirement of this paragraph.

14.7. ***Please note that this change to Paragraph 14 is only acceptable if the bank issuing the Pre-Bid Letter of Credit is a foreign bank or affiliated with a foreign bank.***
We, the Issuing Bank, certify that as of the Date of Issuance our senior unsecured debt is rated "A" or better by S&P Global Ratings (S&P) if rated by S&P, "A2" or better by Moody's Investors Service (Moody's) if rated by Moody's, and, "A" or better by Fitch Ratings (Fitch) if rated by Fitch. We hereby certify that our senior unsecured debt is rated by at least two of S&P, Moody's, and Fitch. If a foreign bank or affiliated with a foreign bank, we further certify we are a ~~U.S.~~ branch office located in the U.S. of such foreign bank and that as of the Date of

Issuance of this Letter of Credit, our senior unsecured debt meets the ratings requirement of this paragraph.

14.8. ***Please note that this change to Paragraph 14 is only acceptable if the bank issuing the Pre-Bid Letter of Credit cannot use "&" in its documents.***

We, the Issuing Bank, certify that as of the Date of Issuance our senior unsecured debt is rated "A" or better by ~~S&P~~ S and P Global Ratings (~~S&P~~ S and P) if rated by ~~S&P~~ S and P, "A2" or better by Moody's Investors Service (Moody's) if rated by Moody's, and, "A" or better by Fitch Ratings (Fitch) if rated by Fitch. We hereby certify that our senior unsecured debt is rated by at least two of ~~S&P~~ S and P, Moody's, and Fitch. If affiliated with a foreign bank, we further certify we are a U.S. branch office of such foreign bank and that as of the Date of Issuance of this Letter of Credit, our senior unsecured debt meets the ratings requirement of this paragraph.

Paragraph 15 – Original

15. This original Letter of Credit is being sent to Albert.Griffith@ComEd.com and Janelle.Navratil@exeloncorp.com and Illinois-RFP@nera.com via electronic means only. We confirm that the electronic PDF file of the Letter of Credit serves as the operative instrument. Commonwealth Edison Company may use the electronic PDF file of the Letter of Credit as it would a hardcopy. The aggregate amount paid to ComEd during the validity of this Letter of Credit will not exceed the amount of this Letter of Credit. Any demands or communications in the form of the attached Annexes or other communications directed to us under this Letter of Credit must be signed by an Authorized Officer of ComEd. Acceptance or rejection of any amendments to this Letter of Credit must be signed by an Authorized Officer of ComEd.

Acceptable Modifications to Paragraph 15

15.1. This original Letter of Credit is being sent to Albert.Griffith@ComEd.com and Janelle.Navratil@exeloncorp.com and Illinois-RFP@nera.com via electronic means only. We confirm that the electronic PDF file of the Letter of Credit serves as the operative instrument. Commonwealth Edison Company may use the electronic PDF file of the Letter of Credit as it would a hardcopy. The aggregate amount paid to ComEd during the validity of this Letter of Credit will not exceed the amount of this Letter of Credit. Any demands or communications in the form of the attached Annexes or other communications directed to us under this Letter of Credit must be purportedly signed by an Authorized Officer of ComEd. Acceptance or rejection of any amendments to this Letter of Credit must be purportedly signed by an Authorized Officer of ComEd.

15.2. ~~This~~ The original of this Letter of Credit is being sent to Albert.Griffith@ComEd.com and Janelle.Navratil@exeloncorp.com and Illinois-RFP@nera.com via electronic means only. We confirm that the electronic PDF file of the Letter of Credit serves as the operative instrument. Commonwealth Edison Company may use the electronic PDF file of the Letter of Credit as it would a hardcopy. The aggregate amount paid to ComEd during the validity of this Letter of Credit will not exceed the amount of this Letter of Credit. Any demands or communications in the form of the attached Annexes or other communications directed to us under this Letter of Credit must be signed by an Authorized Officer of ComEd. Acceptance or rejection of any amendments to this Letter of Credit must be signed by an Authorized Officer of ComEd.

Acceptable Additional Paragraph (1)

We will not make any payment under this Letter of Credit (1) to any entity or person who is subject to the sanctions issued by the United States Department of Commerce, or to whom payment is prohibited by the foreign asset control regulations of the United States Department of the Treasury, or (2) which otherwise is in contravention of United States laws and regulations.

Acceptable Additional Paragraph (2)

Should you have occasion to contact us regarding this credit, kindly direct your communication to the attention of: _____ [representative] at _____ [phone number], making specific reference to this Letter of Credit No. _____.

Acceptable Additional Paragraph (3)

Please be advised that our trade processing center is now located at the following address:
_____
_____
_____
_____

Consequently any reference to expiration of this Letter of Credit and presentation under this Letter of Credit at our counters will mean our counters at the above _____ address. Kindly send all correspondence and documents under this Credit to our _____ address.
In case of need please be guided by the following:

For questions relating to Issuance/Amendment of Standby Letters of Credit, as well as clarification of LC terms and conditions, please call _____ at _____, _____ at _____ or _____ or _____ or by fax at _____ or (_____ or you may email us at _____.

Additional Paragraph (4)

A paragraph substantially in this form by a U.S. agency office of a foreign bank in conjunction with acceptable modifications 14.5 or 14.6. Additional relevant information may be added.

We are acting as Agent for _____ [name of foreign bank], located at _____ [address, including country].

Acceptable Additional Paragraph (5)

It is acceptable for the Issuing Bank to provide language relating to administrative services. An example of acceptable language is as follows:

Certain administrative services for _____ [Issuing Bank] may be provided by _____ [Issuing Bank Subsidiary], _____ [Issuing Bank], through its Canada branch, or any direct or indirect majority owned subsidiary of _____ [Issuing Bank].

Acceptable Additional Paragraph (6)

Should you have occasion to contact us regarding this Letter of Credit, kindly direct your communication to the attention of: _____ [representative] at _____ [address] (or at such other office or offices as we may designate by written notice to you) or _____ [email address], and shall make specific reference to this Letter of Credit by number.

Alternative Signature Blocks

A.S.1. Very truly yours,
[Issuing Bank]

_____

~~Signature~~ By:_____
Name:
Title:
~~Date:~~

A.S.2. Very truly yours,
[Issuing Bank]

_____
Authorized Signatory

Signature: _____
Name:
Title:
Date:

A.S.3. Very truly yours,
[Issuing Bank]

_____

~~Signature~~ By:_____
Name:
Title:
Date:

Annex 1 to Letter of Credit – Original

DRAWING CERTIFICATE UNDER LETTER OF CREDIT NO. _____

_____, 20__

To: [Issuing Bank]
[Address]

Attention: Standby Letter of Credit Unit

Ladies and Gentlemen:

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

1. Capitalized terms used herein that are not defined herein shall have the meanings ascribed thereto in the Letter of Credit.

2. The undersigned is making a drawing under the Letter of Credit. The amount to be received by ComEd is (USD) $_____.

3. Pursuant to Paragraph 2 of the Letter of Credit No. _____, dated _____, the undersigned is entitled to make a drawing under the Letter of Credit inasmuch as the Bidder has _____ [state a reason from conditions (a) – (d) of Paragraph 2 of the Letter of Credit].

4. The undersigned acknowledges that, upon your honoring the drawing herein requested, the amount of the Letter of Credit available for drawing shall be automatically decreased by the amount of this drawing honored by you.

Very truly yours,

Commonwealth Edison Company
By _____
Name:
Title:
Date:

cc: _____[Bidder]

Acceptable Modifications to Annex 1 to Letter of Credit

A1.1. ***Please note that change ① to Annex 1 and change ② to Paragraph 2 are only acceptable if both changes are made together.***

① A1.1. DRAWING ~~CERTIFICATE~~ UNDER LETTER OF CREDIT NO. _____

② Acceptable Modification 2.4.

2. This Letter of Credit is issued at the request and for the account of _____ (including its successors and assigns, the "Bidder"). This Letter of Credit may be drawn ~~by presenting the documents required by paragraph 3 hereof, including your drawing certificate stating that~~ once ComEd has notified [the Issuing Bank] in writing that the Bidder:

a) ~~"the Bidder~~ has disclosed information relating to its Proposal publicly or to any other party (excluding disclosures required by a federal, state, or local agency, or by a court of competent jurisdiction) before the Illinois Commerce Commission has rendered its decision on the results of the Procurement Event~~"~~; or
b) ~~"the Bidder~~ has made a material omission or misrepresentation in the Part 1 Proposal or the Part 2 Proposal submitted in connection with the Procurement Event~~"~~; or
c) ~~"the Bidder~~ has failed to execute the applicable supplier contract or has failed to meet the creditworthiness requirements of the applicable supplier contract within three (3) business days of being notified that the Illinois Commerce Commission has approved the Bidder's winning bids~~"~~; or
d) ~~"the Bidder~~ has failed to pay the applicable Supplier Fee to the Illinois Power Agency within seven (7) business days of being notified that the Illinois Commerce Commission has approved the Bidder's winning bids~~"~~.

A1.2. DRAWING CERTIFICATE UNDER LETTER OF CREDIT NO. _____

_____, 20__

To: [Issuing Bank]
[Address]

Attention: ~~Standby Letter of Credit Unit~~ Trade Services

Ladies and Gentlemen:

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

1. Capitalized terms used herein that are not defined herein shall have the meanings ascribed thereto in the Letter of Credit.

2. The undersigned is making a drawing under the Letter of Credit. The amount to be received by ComEd is (USD) $_____.

3. Pursuant to Paragraph 2 of the Letter of Credit No. _____, dated _____, the undersigned is entitled to make a drawing under the Letter of Credit inasmuch as the Bidder has _____ [state a reason from conditions (a) – (d) of Paragraph 2 of the Letter of Credit].

4. The undersigned acknowledges that, upon your honoring the drawing herein requested, the amount of the Letter of Credit available for drawing shall be automatically decreased by the amount of this drawing honored by you.

Very truly yours,

Commonwealth Edison Company
By _____
Name:
Title:
Date:

cc: _____[Bidder]

A1.3. DRAWING CERTIFICATE UNDER LETTER OF CREDIT NO. _____

_____, 20__

To: [Issuing Bank]
[Address]

Attention: Manager, Standby Letter of Credit ~~Unit~~ Department

Ladies and Gentlemen:

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

1. Capitalized terms used herein that are not defined herein shall have the meanings ascribed thereto in the Letter of Credit.

2. The undersigned is making a drawing under the Letter of Credit. The amount to be received by ComEd is ~~(~~US~~D)~~ $_____.

3. Pursuant to Paragraph 2 of the Letter of Credit No. _____, dated _____, the undersigned is entitled to make a drawing under the Letter of Credit inasmuch as the Bidder has _____ [state a reason from conditions (a) – (d) of Paragraph 2 of the Letter of Credit].

4. The undersigned acknowledges that, upon your honoring the drawing herein requested, the amount of the Letter of Credit available for drawing shall be automatically decreased by the amount of this drawing honored by you.

Very truly yours,

Commonwealth Edison Company
By _____
Name:
Title:
Date:

cc: _____[Bidder]

A1.4. DRAWING CERTIFICATE UNDER LETTER OF CREDIT NO. _____

_____, 20__

To: [Issuing Bank]
[Address]

Attention: Standby Letter of Credit Unit

Ladies and Gentlemen:

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

1. Capitalized terms used herein that are not defined herein shall have the meanings ascribed thereto in the Letter of Credit.

2. The undersigned is making a drawing under the Letter of Credit. The amount to be received by ComEd is (USD) $_____.

3. Pursuant to Paragraph 2 of the Letter of Credit No. _____, dated _____, the undersigned is entitled to make a drawing under the Letter of Credit inasmuch as the Bidder has _____ [state a reason from conditions (a) – (d) of Paragraph 2 of the Letter of Credit].

4. The undersigned acknowledges that, upon your honoring the drawing herein requested, the amount of the Letter of Credit available for drawing shall be automatically decreased by the amount of this drawing honored by you.

Very truly yours,

Commonwealth Edison Company
By _____
Name:
Title:
Date:

cc: _____[Bidder]

A1.5. DRAWING CERTIFICATE UNDER LETTER OF CREDIT NO. _____

_____, 20__

To: [Issuing Bank]
[Address]

Attention: ~~Standby Letter of Credit Unit~~ International Trade Services Dept. Team 30

Ladies and Gentlemen:

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

1. Capitalized terms used herein that are not defined herein shall have the meanings ascribed thereto in the Letter of Credit.

2. The undersigned is making a drawing under the Letter of Credit. The amount to be received by ComEd is (USD) $_____.

3. Pursuant to Paragraph 2 of the Letter of Credit No. _____, dated _____, the undersigned is entitled to make a drawing under the Letter of Credit inasmuch as the Bidder has _____ [state a reason from conditions (a) – (d) of Paragraph 2 of the Letter of Credit].

4. The undersigned acknowledges that, upon your honoring the drawing herein requested, the amount of the Letter of Credit available for drawing shall be automatically decreased by the amount of this drawing honored by you.

Very truly yours,

Commonwealth Edison Company
By _____
Name:
Title:
Date:

cc: _____[Bidder]

Annex 2 to Letter of Credit – Original

SIGHT DRAFT

Amount: $_____

Date: _____, 20__

At sight, pay to the order of Commonwealth Edison Company the sum of _____ U.S. Dollars.

Drawn under Irrevocable Standby Letter of Credit No. _____ of _____ [identify Issuing Bank] dated _____, 20__.

To: _____ [Issuing Bank]
_____ [Address]
_____

Commonwealth Edison Company

By _____
Name:
Title:
Date:

Acceptable Modifications to Annex 2 to Letter of Credit

A2.1.

SIGHT DRAFT

Amount: $_____

Date: _____, 20__

At sight, pay to the order of Commonwealth Edison Company the sum of _____ U.S. Dollars.

Drawn under Irrevocable Standby Letter of Credit No. _____ ~~of~~ _____ [identify Issuing Bank] dated _____, 20__.

To: _____ [Issuing Bank]
_____ [Address]
_____ Attention: Manager, Standby Letter of Credit Department

Commonwealth Edison Company

By _____
Name:
Title:
Date:

Annex 3 to Letter of Credit – Original

CERTIFICATE OF CANCELLATION

_____, 20__

To: [Issuing Bank]
[Address]

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

Ladies and Gentlemen:

The undersigned hereby certifies to you that the above-referenced Letter of Credit may be cancelled without further payment.

Commonwealth Edison Company

By _____
Name:
Title:
Date:

cc:_____ [Bidder]

Acceptable Modifications to Annex 3 to Letter of Credit

A3.1.

CERTIFICATE OF CANCELLATION

_____, 20__

To: [Issuing Bank]
[Address]

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

Ladies and Gentlemen:

The undersigned hereby certifies to you that the above-referenced Letter of Credit may be cancelled without further payment.

Commonwealth Edison Company

By _____
Name:
Title:
Date:

cc: _____ [Bidder]

A3.2.

CERTIFICATE OF CANCELLATION

_____, 20__

To: [Issuing Bank]
[Address]

Attention: Manager, Standby Letter of Credit ~~Unit/~~Department
Re: ____Your Letter of Credit No. _____

Ladies and Gentlemen:

The undersigned hereby certifies to you that the above-referenced Letter of Credit may be cancelled without further payment.

Commonwealth Edison Company

By _____
Name:
Title:
Date:

cc: _____ [Bidder]

A3.3.

CERTIFICATE OF CANCELLATION

_____, 20__

To: [Issuing Bank]
[Address]

Attention: ~~Standby Letter of Credit Unit~~International Trade Services Dept. Team 30/Your Letter of Credit No. _____

Ladies and Gentlemen:

The undersigned hereby certifies to you that the above-referenced Letter of Credit may be cancelled without further payment.

Commonwealth Edison Company

By _____
Name:
Title:
Date:

cc: _____ [Bidder]