

IllinoisPowerAgency Spring 2019 Procurement Events

Invitation to Comment on Proposed Changes to the Standard Contract Forms Procurement of Energy Blocks for the AIC Portfolio, the ComEd Portfolio and the MEC Portfolio

Invitation to Comment

On September 28, 2018, the IPA submitted its Procurement Plan (“Plan”) to the Illinois Commerce Commission (“ICC”) in compliance with Public Act 095-0481 (the “Act”), which includes the Illinois Power Agency Act (“IPA Act”). The ICC issued its Order with regards to the Plan on November 26, 2018. The IPA issued a final Plan to confirm with the ICC’s Order on January 4, 2019. The Plan provides for the procurement of energy supply to meet the supply needs of eligible retail customers of Ameren Illinois Company (“AIC”), of Commonwealth Edison Company (“ComEd”) and of MidAmerican Energy Company (“MEC”) through a Request for Proposals (“RFP”). The RFP will procure on-peak and off-peak blocks of monthly and/or multi-month durations for the period June 1, 2019 to May 31, 2022.

The Procurement Administrator invites interested parties to submit their comments on the proposed changes incorporated into the energy contracts for each of AIC, ComEd and MEC. A separate invitation has been issued to solicit comments on the proposed changes to the capacity contract for AIC.

The Procurement Administrator is proposing to use the 2018 energy contracts with minor changes. Comments are solicited on proposed changes that have been made relative to the previously used 2018 energy contracts only and not on the entire contract.

Timeline and Process

The draft energy contracts (the Draft (AIC) Confirmation Agreement, the Draft (ComEd) Energy Master Agreement, and the Draft (MEC) Confirmation Agreement) have been issued as Microsoft word documents for interested parties to submit their comments. Those paragraphs and sections with minor changes are unprotected and highlighted in yellow.

The timeline and process for interested parties to provide comments on all proposed changes are as follows:

- Please submit your comments with tracked changes in Microsoft Word on the draft energy contracts for each of AIC, ComEd, and MEC.
- You may submit additional comments or explanatory notes in a separate document or via email.
- Please submit your comments to the Procurement Administrator by e-mail at Illinois-RFP@nera.com
- Please provide telephone and email contact information in the event that the Procurement Administrator seeks clarification regarding your comments.

The deadline to provide comments is 6 PM CPT on March 13, 2019.

Please direct any questions regarding this comment process to the Procurement Administrator at Illinois-RFP@nera.com.

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Proposed Changes

All proposed changes as numbered below are provided for the convenience of interested parties in an attachment to this document.

Ameren Illinois Company (“AIC”)

The Ameren Illinois Company’s standard contract form is the EEI Master Power Purchase & Sale Agreement with certain specific terms (the “(AIC) Confirmation Agreement”). A summary of the proposed changes from the previously used 2018 energy contract is provided below.

AIC Proposed Changes		
Proposed Change	Section	Nature of Change
AIC-1	Preamble to Confirmation Agreement	Clarified use of defined term
AIC-2	Notices	Updated contact information
AIC-3	Notices	Deleted facsimile fields
AIC-4	Master Agreement Amendments	Deleted facsimile as communication method
AIC-5	Master Agreement Amendments	Deleted facsimile as communication method
AIC-6	Signature Pages 1 and 2	Updated date
AIC-7	Form of Guaranty	Replaced facsimile with electronic means of communication
AIC-8	Schedule 2 to the Form of Guaranty	Replaced facsimile with electronic means of communication
AIC-9	Standby Letter of Credit Option 1	Replaced facsimile with electronic means of communication
AIC-10	Standby Letter of Credit Option 1	Added a term related to effecting a draw by electronic means
AIC-11	Standby Letter of Credit Option 2	Replaced facsimile with electronic means of communication
AIC-12	Standby Letter of Credit Option 2	Added a term related to effecting a draw by electronic means
AIC-13	Letter of Full Transfer	Deleted facsimile field
AIC-14	Letter of Full Transfer	Updated date field

Changes 1, 2, 6, and 14 are administrative in nature and they do not modify the terms of the (AIC) Confirmation Agreement. As such, the Procurement Administrator does not expect comments from interested parties in regard to these proposed changes.

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Commonwealth Edison Company (“ComEd”)

The standard contract form for Commonwealth Edison Company is the EEI Master Power Purchase & Sale Agreement with certain specific terms (the “(ComEd) Master Agreement”). A summary of the proposed changes from the previously used 2018 energy contract is provided below.

ComEd Proposed Changes		
Proposed Change	Document / Section	Nature of Change
ComEd-1	EECI Master Agreement and Cover sheet – Notices	Deleted contact information
ComEd-2	EECI Master Agreement and Cover sheet – Notices	Deleted facsimile fields
ComEd-3	EECI Master Agreement and Cover sheet – Credit and Collateral Requirements	Clarify Party A Credit Protection
ComEd-4	EECI Master Agreement and Cover sheet – Credit and Collateral Requirements	Clarify Party B Credit Protection
ComEd-5	EECI Master Agreement and Cover sheet – General Definitions	Updated definition of Guaranty
ComEd-6	EECI Master Agreement and Cover sheet – Other Amendments	Updated definition of Letter of Credit
ComEd-7	EECI Master Agreement and Cover sheet – Other Amendments	Deleted facsimile as communication method
ComEd-8	EECI Master Agreement and Cover sheet – Other Amendments	Deleted facsimile as communication method
ComEd-9	EECI Master Agreement and Cover sheet – Collateral Annex Amendments	Updated definition of Letter of Credit
ComEd-10	EECI Master Agreement and Cover sheet – Signature Page	Deleted contact information
ComEd-11	Form of Guaranty	Replaced facsimile with electronic means of communication
ComEd-12	Form of Guaranty	Clarify that Guarantor address is a U.S. address
ComEd-13	Guaranty with Optional Changes	Replaced facsimile with electronic means of communication; clarify that Guarantor address is a U.S. address
ComEd-14	Letter of Full Transfer	Deleted facsimile field
ComEd-15	Letter of Full Transfer	Updated date field
ComEd-16	Sample Exhibit A	Updated date
ComEd-17	Sample Exhibit A	Deleted contact information
ComEd-18	Sample Exhibit A	Removed facsimile field

Change 1, 10, 15, 16, and 17 are administrative in nature and they do not modify the terms of the (ComEd) Master Agreement. As such, the Procurement Administrator does not expect comments from interested parties in regard to these proposed changes.

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MidAmerican Energy Company (“MEC”)

The MidAmerican Energy Company’s standard contract form is the EEI Master Power Purchase & Sale Agreement with certain specific terms (the “(MEC) Confirmation Agreement”). A summary of the proposed changes from the previously used 2018 energy contract is provided below.

MEC Proposed Changes		
Proposed Change	Section	Nature of Change
MEC-1	Notice	Deleted facsimile fields
MEC-2	Master Agreement Amendments	Updated definition of Guaranty
MEC-3	Master Agreement Amendments	Deleted facsimile as communication method
MEC-4	Master Agreement Amendments	Deleted facsimile as communication method
MEC-5	Collateral Annex Amendments	Updated definition of “Letter of Credit”
MEC-6	Form of Guaranty	Replaced facsimile with electronic means of communication
MEC-7	Schedule 2 to the Form of Guaranty	Replaced facsimile with electronic means of communication
MEC-8	Standby Letter of Credit Option 1	Added a term related to effecting a draw by electronic means
MEC-9	Standby Letter of Credit Option 2	Replaced facsimile with electronic means of communication
MEC-10	Letter of Full Transfer	Removed Fax Number
MEC-11	Letter of Full Transfer	Updated date field

Change 11 is administrative in nature and does not modify the terms of the (MEC) Confirmation Agreement. As such, the Procurement Administrator does not expect comments from interested parties in regard to the proposed change.

Attachment to Invitation to Comment

All proposed changes are provided below for the convenience of interested parties.

(AIC) Confirmation Agreement

AIC-1:

THIS CONFIRMATION AGREEMENT shall confirm the Transaction agreed to on [_____] between _____ (“Seller” or “Party A”) and Ameren Illinois Company [d/b/a Ameren Illinois](#) (“[Ameren Illinois](#)” or “Buyer” or “Party B”) regarding the sale/purchase of the Product under the terms and conditions that follow. Party A and Party B are sometimes referred to herein as a “Party” or collectively as the “Parties”. The Parties hereto agree as follows:

(AIC) Confirmation Agreement

AIC-2 and AIC-3:

Name: “. ” or “Party A”	Name: “Ameren Illinois Company d/b/a Ameren Illinois ” or “Party B”
All Notices:	All Notices:
Street:	Street: 1901 Chouteau Ave., MC-1301 10 Executive Drive MC-910
City:	City: St. Louis, MO Collinsville, IL Zip: 63103 62234
Attn:	Attn: Power Supply Acquisition
Phone:	Rich McCartney
Faeximile:	Phone: (14) 613-9181 (618) 301-5204
Duns:	Faeximile: (314) 206-0210
Federal Tax ID Number:	Duns: 00-693-6017
	Federal Tax ID Number: 37-0211380
Invoices:	Invoices:
Attn:	Attn: Richard Gordon Derek Langenhorst
Phone:	Phone: (314) 554- 2167 6380
Faeximile: n/a	Faeximile: (314) 206-1387
Email:	Email: RGordon dlangenhorst@ameren.com rbennett@ameren.com
	With a copy to:
	Attn: Power Supply Acquisition
	Phone: (314) 554-2779 (618) 301-5299
	Faeximile: (314) 554-3639
	Email: dlpowersupplyacquisition@ameren.com

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Scheduling: Attn: Phone: Faersimile: Email:	Scheduling: Attn: Power Supply Acquisition Phone: (314) 554-2779 (618) 301-5299 Faersimile: (314) 554-3639 Email: dlpowersupplyacquisition@ameren.com
Payments: Attn: Phone: Faersimile:	Payments: Attn: Sam Cassmeyer Phone: (314) 554-4287 Faersimile: (314) 554-6328
Wire Transfer: BNK: ABA: ACCT:	Wire Transfer: BNK: ABA: ACCT:
ACH Transfer: BNK: ABA: ACCT:	ACH Transfer: BNK: ABA: ACCT:
Credit and Collections: Attn: Phone: Faersimile: Email:	Credit and Collections: Attn: Daniel Deschler Tim Moloney Phone: (314) 613-9139 613-9139 Faersimile: (314) 554-3639 Email: DLAICCcreditRiskManagement@ameren.com
With additional Notices of an Event of Default or Potential Event of Default to: Attn: Phone: Faersimile:	With additional Notices of an Event of Default or Potential Event of Default to: Attn: President & CEO Phone: (618) 343-8040 Faersimile:

(AIC) Confirmation Agreement

AIC-4:

30. Section 10.7 – Notices. Section 10.7 is amended as follows:

By ~~inserting~~ ~~deleting~~ in the fourth line ~~the two instances of “facsimile” and replacing each such instance with~~ ~~after the word “service” the following:~~ “; electronic means”; and

~~By inserting in the fourth line after the word “by” the following: “electronic means.”; and~~

By inserting the following at the end of the sentence in the fourth line: “provided, however, that any non-routine notices (e.g., notices of default) shall be delivered by a means other than an electronic means.”

(AIC) Confirmation Agreement

AIC-5:

31. Section 10.8 – General. Section 10.8 is amended by adding the following to the end of the section:

“This Agreement may be executed in counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same original instrument. Delivery of an executed counterpart of a signature page to this Agreement by ~~facsimile or~~ electronic means shall be effective as delivery of a manually executed counterpart of this Agreement. Electronic ~~or fax~~ copies of executed original copies of this Agreement shall be sufficient and admissible evidence of the content and existence of this Agreement to the same extent as the originally executed copy or copies (if executed in counterpart)”

(AIC) Confirmation Agreement

AIC-6 (Signature Page 1):

IN WITNESS WHEREOF, the Parties have caused this Confirmation Agreement to be executed as of the [_____].

Ameren Illinois Company d/b/a Ameren Illinois

By: _____
Name:
Title:

By: _____
Name:
Title:

...

[SIGNATURE PAGE TO AIC/[_____] ~~2018 FALL~~ 2019 SPRING ENERGY CONFIRMATION AGREEMENT]

(AIC) Confirmation Agreement

AIC-6 (Signature Page 2):

IN WITNESS WHEREOF, the Parties have caused this Confirmation Agreement to be executed as of the [_____].

Ameren Illinois Company d/b/a Ameren Illinois

By: _____ By: _____
Name: _____ Name: _____
Title: _____ Title: _____

...

[SIGNATURE PAGE TO AIC/[_____] ~~2018 FALL~~ 2019 SPRING ENERGY CONFIRMATION AGREEMENT]

(AIC) Form of Guaranty

AIC-7:

12. All notices and other communications hereunder shall be made at the addresses by hand delivery, by the next day delivery service effective upon receipt, or by certified mail return receipt requested (effective upon scheduled weekday delivery day) or ~~telefacsimile~~ electronic means (effective upon receipt of evidence, ~~including telefacsimile evidence,~~ that ~~telefacsimile~~ the electronic communication was received).

(AIC) Schedule 2 to the Form of Guaranty

AIC-8:

12. All notices and other communications hereunder shall be made at the addresses by hand delivery, by the next day delivery service effective upon receipt, or by certified mail return receipt requested (effective upon scheduled weekday delivery day) or ~~telefacsimile~~ electronic means (effective upon receipt of evidence, ~~including telefacsimile evidence,~~ that ~~telefacsimile~~ the electronic communication was received).

(AIC) Letter of Credit – Option 1

AIC-9:

This Letter of Credit shall expire on_____. It is a condition of this Letter of Credit that it will be automatically extended for one year periods (to the immediately following anniversary of its then current expiration date) following its then current expiration date, unless at least sixty (60) days before its then current expiration date, we notify you, by ~~facsimile transmission~~electronic means to ____ Attn:_____ that we do not intend to extend this Letter of Credit; provided that the original notice shall be simultaneously forwarded by overnight courier service to *you* at the above address; provided further that the failure of the courier service to timely deliver shall not affect the efficacy of the notice.

(AIC) Letter of Credit – Option 1

AIC-10:

We hereby agree with you that documents drawn under and in compliance with the terms and conditions of this Letter of Credit shall be duly honored upon presentation as specified. 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:_____. Presentation of documents to effect a draw by electronic means must be made to the following email address: _____, and confirmed by telephone to us at the following number: _____. 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.

(AIC) Letter of Credit – Option 2

AIC-11:

This Letter of Credit shall expire on_____. It is a condition of this Letter of Credit that it will be automatically extended for one year periods (to the immediately following anniversary of its then current expiration date) following its then current expiration date, unless at least sixty (60) days before its then current expiration date, we notify you, by ~~facsimile transmission~~electronic means to ____ Attn:_____ that we do not intend to extend this Letter of Credit; provided that the original notice shall be simultaneously forwarded by overnight courier service to *you* at the above address; provided further that the failure of the courier service to timely deliver shall not affect the efficacy of the notice.

(AIC) Letter of Credit – Option 2

AIC-12:

We hereby agree with you that documents drawn under and in compliance with the terms and conditions of this Letter of Credit shall be duly honored upon presentation as specified. 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: _____. Presentation of documents to effect a draw by electronic means must be made to the following email address: _____, and confirmed by telephone to us at the following number: _____. 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.

(AIC) Schedule 2 - Letter of Full Transfer

AIC-13:

WE WAIVE ANY RIGHT TO TRIAL BY JURY THAT WE MAY HAVE IN ANY ACTION OR PROCEEDING RELATING TO OR ARISING OUT OF THIS TRANSFER.	
<p>Sincerely Yours</p> <hr/> <p>(Print Name of First Beneficiary)</p> <hr/> <p>(Print Authorized Signers Name and Title)</p> <hr/> <p>(Authorized Signature)</p> <hr/> <p>(Print Second Authorized Signers Name and Title, if required)</p> <hr/> <p>(Second Authorized Signature, if required)</p> <hr/> <p>(Telephone Number/Fax Number)</p>	<p>SIGNATURE GUARANTEED Signature(s) with title(s) conform(s) with that/those on file with us for this individual, entity or company and signer(s) is/are authorized to execute this agreement</p> <hr/> <p>(Print Name of Bank)</p> <hr/> <p>(Address of Bank)</p> <hr/> <p>(City, State, Zip Code)</p> <hr/> <p>(Print Name and Title of Authorized Signer)</p> <hr/> <p>(Authorized Signature)</p> <hr/> <p>(Telephone Number)</p> <hr/> <p>(Date)</p>

(AIC) Schedule 3 - Letter of Full Transfer

AIC-14:

<p>LETTER OF FULL TRANSFER</p> <p>_____, 20120__</p> <p>[TRANSFEROR]</p>
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(ComEd) EECI Master Agreement and Cover sheet

ComEd-1 and ComEd-2:

<p>All Notices:</p> <p>Street: _____</p> <p>City: _____ Zip: _____</p> <p>Attn: _____</p> <p>Phone: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p> <p>Federal Tax ID Number: _____</p> <p>Invoices:</p> <p>Attn: _____</p> <p>Phone: _____</p> <p>Facsimile or E-mail: _____</p> <p>Scheduling:</p> <p>Attn: _____</p> <p>Phone: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p> <p>Payments:</p> <p>Attn: _____</p> <p>Phone: _____</p> <p>Facsimile or E-mail: _____</p> <p>Wire Transfer:</p> <p>BNK: _____</p> <p>ABA: _____</p> <p>ACCT: _____</p> <p>Credit and Collections:</p> <p>Attn: _____</p> <p>Phone: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p> <p>With additional Notices of an Event of Default or Potential Event of Default to:</p> <p>Attn: _____</p> <p>Phone: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>	<p>All Notices:</p> <p>Street: 1919 Swift Drive _____</p> <p>City: Oak Brook, IL _____ Zip: 60523-1502 _____</p> <p>Attn: Vice President, Energy Acquisition _____</p> <p>Phone: 630-684-3580 _____</p> <p>Facsimile: 630-684-3580 _____</p> <p>E-mail: wb&estaff@comed.com _____</p> <p>Federal Tax ID Number: 36-0938600 _____</p> <p>Invoices:</p> <p>Attn: Manager of Wholesale Billing and Credit _____</p> <p>Phone: 630-684-3578 _____</p> <p>E-mail: wb&estaff@comed.com _____</p> <p>Scheduling:</p> <p>Attn: Manager of Wholesale Billing and Credit _____</p> <p>Phone: 630-684-3578 _____</p> <p>Facsimile: 630-684-3580 _____</p> <p>E-mail: wb&estaff@comed.com _____</p> <p>Payments:</p> <p>Attn: Manager of Wholesale Billing and Credit _____</p> <p>Phone: 630-684-3578 _____</p> <p>E-mail: wb&estaff@comed.com _____</p> <p>Wire Transfer:</p> <p>BNK: _____</p> <p>ABA: _____</p> <p>ACCT: _____</p> <p>Credit and Collections:</p> <p>Attn: Manager of Wholesale Billing and Credit _____</p> <p>Phone: 630-684-3578 _____</p> <p>Facsimile: 630-684-3580 _____</p> <p>E-mail: wb&estaff@comed.com _____</p> <p>With additional Notices of an Event of Default or Potential Event of Default to:</p> <p>Attn: General Counsel _____</p> <p>Phone: 312-394-4997 _____</p> <p>Facsimile: 312-394-5433 _____</p> <p>E-mail: veronica.gomez@comed.com _____</p>
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(ComEd) EECI Master Agreement and Cover sheet

ComEd-3:

8.1 Party A Credit Protection: Collateral Annex and Paragraph 10, as revised herein and with the elections designated in the form attached hereto, shall apply.

(a) Financial Information:

- Option A
- Option B Specify: _____
- Option C Specify: N/A

(ComEd) EECI Master Agreement and Cover sheet

ComEd-4:

8.2 Party B Credit Protection: Collateral Annex and Paragraph 10, as revised herein and with the elections designated in the form attached hereto, shall apply.

(a) Financial Information (at Party A's option):

- Option A -Not applicable if Party A is not granted an unsecured line of credit under the Agreement.
- Option B Specify: Party A's credit support provider
- Option C Specify: N/A

(ComEd) EECI Master Agreement and Cover sheet

ComEd-5:

1.25.1 "Guaranty" means an irrevocable and unconditional payment guaranty, substantially in the form set forth in Schedule 2 attached hereto, or utilizing such forms with minor modifications that are acceptable to Buyer in its sole discretion, made by an entity specified as the Guarantor on the Cover Sheet.

(ComEd) EECI Master Agreement and Cover sheet

ComEd-6:

7. Section 1.27— “Letter(s) of Credit”

The definition of “Letter(s) of Credit” is amended by deleting everything after “of credit” in line two (2), and adding “substantially in the form of Schedule 1a to the Collateral Annex with such modifications as are approved by the administrator of the Standard Products RFP and posted to the Standard Products RFP website as acceptable modifications to the Letter of Credit or utilizing such forms with minor modifications that are acceptable to Buyer in its sole discretion. Costs of a Letter of Credit shall be borne by the applicant for such Letter of Credit. Each such letter of credit must be issued by a U.S. commercial bank or a foreign bank with a U.S. branch that: (1) is rated by at least two of the following three rating agencies: S&P Global Ratings (“S&P”), Moody's Investors Service, Inc. (“Moody’s”), or Fitch, Inc. (“Fitch”); (2) if rated by S&P, has a credit rating of A or higher from S&P; (3) if rated by Moody’s, has a credit rating of A2 or higher from Moody’s; and (4) if rated by Fitch, has a credit rating of A or higher from Fitch.”

(ComEd) EECI Master Agreement and Cover sheet

ComEd-7:

27. Section 10.7—Notices

Section 10.7 is deleted in its entirety and replaced with the following: ~~amended as follows:~~

~~(a) By inserting in the fourth line after the word “service” the following: “, electronic means”; and~~

~~(b) By inserting in the fourth line after the word “by” the following: “electronic means,”~~

~~(c) By inserting the following at the end of the sentence in the fourth line: “provided, however, that any non-routine notices (e.g., notices of default) shall be delivered by a means other than an electronic means.”~~

10.7 Notices. All notices, requests, statements or payments shall be made as specified in the Cover Sheet. Notices (other than scheduling requests) shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States mail, overnight courier service or electronic means provided, however, that any non-routine notices (e.g., notices of default) shall be delivered by a means other than an electronic means. Notice by electronic means or hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a Business Day, and otherwise shall be effective at the close of business on the next Business Day. Notice by overnight United States mail or courier shall be effective on the next Business Day after it was sent. A Party may change its addresses by providing notice of same in accordance herewith.

(ComEd) EECI Master Agreement and Cover sheet

ComEd-8:

28. Section 10.8—General

Section 10.8 is amended by adding the following to the end of the section:

“This Agreement, including any Confirmations, any Guaranty and any other related documents, may be executed in counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same original instrument. Delivery of an executed counterpart of a signature page to this Agreement, any Confirmation, any Guaranty or any other related documents by ~~facsimile or~~ electronic means shall be effective as delivery of a manually executed counterpart of this Agreement, any Confirmation, any Guaranty or any other related documents. Electronic ~~or fax~~ copies of executed original copies of this Agreement, any Confirmation, any Guaranty and any other related documents shall be sufficient and admissible evidence of the content and existence of this Agreement, any Confirmation, any Guaranty or any other related documents to the same extent as the originally executed copy or copies (if executed in counterpart).”

(ComEd) EECI Master Agreement and Cover sheet

ComEd-9:

The definition of “Letter of Credit” is amended to read, in its entirety, as follows:

“**Letter of Credit**” means one or more irrevocable, transferable standby letters of credit substantially in the form of Schedule 1a to this Collateral Annex with such modifications as are approved by the administrator of the Standard Products RFP applicable to the Agreement and posted to the Standard Products RFP website as acceptable modifications to the Letter of Credit or utilizing such forms with minor modifications that are acceptable to Buyer in its sole discretion. Costs of a Letter of Credit shall be borne by the applicant for such Letter of Credit. Each such letter of credit must be issued by a U.S. commercial bank or a foreign bank with a U.S. branch that: (1) is rated by at least two of the following three rating agencies: S&P Global Ratings (“S&P”), Moody's Investors Service, Inc. (“Moody’s”), or Fitch, Inc. (“Fitch”); (2) if rated by S&P, has a credit rating of A or higher from S&P; (3) if rated by Moody’s, has a credit rating of A2 or higher from Moody’s; and (4) if rated by Fitch, has a credit rating of A or higher from Fitch.

(ComEd) EECI Master Agreement and Cover sheet – Signature Page

ComEd-10:

IN WITNESS WHEREOF, the Parties have caused this Master Agreement to be duly executed as of the date first above written.

Party A Name:	Party B Name: Commonwealth Edison Company
By: _____	By: _____
Name: _____	Name: <u>Scott Vogt</u>
Title: _____	Title: <u>V.P., Energy Acquisition</u>
Date: _____	Date: _____

(ComEd) Schedule 2 to the Collateral Annex – Form of Guaranty

ComEd-11:

12. All notices and other communications hereunder shall be made at the addresses by hand delivery, by next day delivery service effective upon receipt, or by certified mail return receipt requested (effective upon scheduled weekday delivery day) or ~~telefacsimile~~ electronic means (effective upon receipt of evidence, ~~including telefacsimile evidence,~~ that ~~telefacsimile~~ the electronic communication was received)

(ComEd) Schedule 2 to the Collateral Annex – Form of Guaranty

ComEd-12:

If to the Guarantor: [To be completed with a U.S. address. If the Guarantor is not domiciled in the U.S., the address for its U.S.-based agent for service of process must be provided]

If to the Guaranteed Party: [To be completed]

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(ComEd) Schedule 2 to the Collateral Annex (with Optional Changes) – Form of Guaranty

ComEd-13:

12. All notices and other communications hereunder shall be made at the addresses by hand delivery, by next day delivery service effective upon receipt, or by certified mail return receipt requested (effective upon scheduled weekday delivery day) or ~~telefacsimile~~ electronic means (effective upon receipt of evidence, ~~including telefacsimile evidence,~~ that ~~telefacsimile~~ the electronic communication was received)

If to the Guarantor: [To be completed with a U.S. address.
If the Guarantor is not domiciled in the U.S., the address for its U.S.-based agent for service of process must be provided]

If to the Guaranteed Party: [To be completed]

(ComEd) Letter of Full Transfer

ComEd-14:

WE WAIVE ANY RIGHT TO TRIAL BY JURY THAT WE MAY HAVE IN ANY ACTION OR PROCEEDING RELATING TO OR ARISING OUT OF THIS TRANSFER.

Sincerely Yours

(Print Name of First Beneficiary)

(Print Authorized Signers Name and Title)

(Authorized Signature)

(Print Second Authorized Signers Name and Title, if required)

(Second Authorized Signature, if required)

(Telephone Number ~~Fax Number~~)

SIGNATURE GUARANTEED

Signature(s) with title(s) conform(s) with that/those on file with us for this individual, entity or company and signer(s) is/are authorized to execute this agreement

(Print Name of Bank)

(Address of Bank)

(City, State, Zip Code)

(Print Name and Title of Authorized Signer)

(Authorized Signature)

(Telephone Number)

(Date)

(ComEd) Letter of Full Transfer

ComEd-15:

LETTER OF FULL TRANSFER

_____, 20+20__

[TRANSFEROR]

(ComEd) Sample Exhibit A

ComEd-16:

Scheduling: Seller shall submit Contract Quantity through PJM InSchedules ~~by the later of September 21, 2018 or~~ four weeks prior to the beginning of the Delivery Period. Buyer shall confirm the Contract Quantity submitted by Seller through PJM InSchedules ~~by the later of September 28, 2018 or~~ three weeks prior to the beginning of the Delivery Period.

Market: Seller must schedule and deliver in the PJM Day-Ahead Market.

(ComEd) Sample Exhibit A

ComEd-17 & ComEd-18:

[Party A]	[Party B]
	Commonwealth Edison Company
Signature: _____	Signature: _____
Name (Print): _____	Name (Print): Scott Vogt _____
Title: _____	Title: V.P., Energy Acquisition _____
Phone No: _____	Phone No: (630) 684-3558 _____
E-mail: _____	E-mail: wb&eStaff@ComEd.com _____
Fax: _____	Fax: (630) 684-3580 _____

(MEC) Confirmation Agreement

MEC-1:

Name: "." or "Party A"	Name: "MidAmerican Energy Company" or "Party B"
All Notices: Street: City: Attn: Phone: Faesimile:- Duns: Federal Tax ID Number:	All Notices: Street: City: Attn: Phone: Faesimile:- Duns: Federal Tax ID Number: 42-1425214
Invoices: Attn: Phone: Faesimile:- n/a Email:	Invoices: Attn: Phone: Faesimile:- Email: With a copy to: Attn: Phone: Faesimile:- Email:
Scheduling: Attn: Phone: Faesimile:- Email:	Scheduling: Attn: Phone: Faesimile:- Email:
Payments: Attn: Phone: Faesimile:-	Payments: Attn: Phone: Faesimile:-
Wire Transfer: BNK: ABA: ACCT:	Wire Transfer: BNK: ABA: ACCT:
ACH Transfer: BNK: ABA: ACCT:	ACH Transfer: BNK: ABA: ACCT:
Credit and Collections: Attn: Phone: Faesimile:- Email:	Credit and Collections: Attn: Phone: Faesimile:- Email:

Spring 2019 Procurement Events (BEC RFP)
05 MAR 2019

With additional Notices of an Event of Default or Potential Event of Default to: Attn: Phone: Faesimile:-	With additional Notices of an Event of Default or Potential Event of Default to: Attn: Phone: Faesimile:-
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(MEC) Confirmation Agreement

MEC-2:

1.25.1 “Guaranty” means an irrevocable and unconditional payment guaranty, substantially in the form set forth in Exhibit A attached hereto or utilizing such forms with minor modifications that are acceptable to Buyer in its sole discretion, made by an entity specified as the Guarantor on the Cover Sheet.

(MEC) Confirmation Agreement

MEC-3:

28. Section 10.7 – Notices. Section 10.7 is amended as follows:

By ~~inserting~~ deleting in the fourth line the two instances of “facsimile” and replacing each such instance with ~~after the word “service” the following: “;~~ electronic means”; and

~~By inserting in the fourth line after the word “by” the following: “electronic means,”; and~~

By inserting the following at the end of the sentence in the fourth line: “; provided, however, that any non-routine notices (e.g., notices of default) shall be delivered by a means other than an electronic means.”

(MEC) Confirmation Agreement

MEC-4:

29. Section 10.8 – General. Section 10.8 is amended by adding the following to the end of the section:

“This Agreement may be executed in counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same original instrument. Delivery of an executed counterpart of a signature page to this Agreement by ~~facsimile or~~ electronic means shall be effective as delivery of a manually executed counterpart of this Agreement. Electronic ~~or fax~~ copies of executed original copies of this Agreement shall be sufficient and admissible evidence of the content and existence of this Agreement to the same extent as the originally executed copy or copies (if executed in counterpart).”

(MEC) Confirmation Agreement

MEC-5:

- (ix) The definition of “Letter of Credit” is replaced in its entirety, as follows:

““Letter of Credit” means an irrevocable, transferable, standby Letter of Credit issued by a Qualified Institution, in the form attached hereto as Exhibit B or utilizing such forms with minor modifications that are acceptable to Buyer in its sole discretion. Any Letter of Credit, Availability Certificate (Annex 3 to the Letter of Credit) and Notice of Extension of Letter of Credit (Annex 5 to the Letter of Credit) issued at the request of and for the account of Party A on or after the date of execution for this Agreement, under all of Party A’s Fixed Price Customer Supply Contracts, will be subject to the Credit Rating requirements for banks issuing Letters of Credit as set forth in this Confirmation Agreement.”

(MEC) Exhibit A – Form of Guaranty

MEC-6:

12. All notices and other communications hereunder shall be made at the addresses by hand delivery, by the next day delivery service effective upon receipt, or by certified mail return receipt requested (effective upon scheduled weekday delivery day) or ~~telefacsimile~~ electronic means (effective upon receipt of evidence, ~~including telefacsimile evidence~~, that ~~telefacsimile~~ the electronic communication was received).

(MEC) Schedule 2 to the Form of Guaranty

MEC-7:

12. All notices and other communications hereunder shall be made at the addresses by hand delivery, by the next day delivery service effective upon receipt, or by certified mail return receipt requested (effective upon scheduled weekday delivery day) or ~~telefacsimile~~ electronic means (effective upon receipt of evidence, ~~including telefacsimile evidence,~~ that ~~telefacsimile~~ the electronic communication was received).

(MEC) Letter of Credit – Option 1

MEC-8:

We hereby agree with you that documents drawn under and in compliance with the terms and conditions of this Letter of Credit shall be duly honored upon presentation as specified. 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: _____. Presentation of documents to effect a draw by electronic means must be made to the following email address: _____, and confirmed by telephone to us at the following number: _____. 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.

(MEC) Letter of Credit – Option 2

MEC-9:

We hereby agree with you that documents drawn under and in compliance with the terms and conditions of this Letter of Credit shall be duly honored upon presentation as specified. 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: _____. Presentation of documents to effect a draw by electronic means must be made to the following email address: _____, and confirmed by telephone to us at the following number: _____. 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.

(MEC) Schedule 2 - Letter of Full Transfer

MEC-10:

WE WAIVE ANY RIGHT TO TRIAL BY JURY THAT WE MAY HAVE IN ANY ACTION OR PROCEEDING RELATING TO OR ARISING OUT OF THIS TRANSFER.	
<p>Sincerely Yours</p> <hr/> <p>(Print Name of First Beneficiary)</p> <hr/> <p>(Print Authorized Signers Name and Title</p> <hr/> <p>(Authorized Signature)</p> <hr/> <p>(Print Second Authorized Signers Name and Title, if required)</p> <hr/> <p>(Second Authorized Signature, if required)</p> <hr/> <p>(Telephone Number/Fax Number)</p>	<p>SIGNATURE GUARANTEED Signature(s) with title(s) conform(s) with that/those on file with us for this individual, entity or company and signer(s) is/are authorized to execute this agreement</p> <hr/> <p>(Print Name of Bank)</p> <hr/> <p>(Address of Bank)</p> <hr/> <p>(City, State, Zip Code)</p> <hr/> <p>(Print Name and Title of Authorized Signer)</p> <hr/> <p>(Authorized Signature)</p> <hr/> <p>(Telephone Number)</p> <hr/> <p>(Date)</p>

(MEC) Schedule 3 - Letter of Full Transfer

MEC-11:

<p>LETTER OF FULL TRANSFER</p> <p>_____, 20120__</p> <p>[TRANSFEROR]</p>
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