

**Illinois Power Agency Spring 2017 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 27, 2016, the Illinois Power Agency (“IPA”) submitted its 2017 Power Procurement Plan (“2017 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 approved the 2017 Plan on December 13, 2016. The 2017 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, 2017 to May 31, 2020.

**The Procurement Administrator invites interested parties to submit their comments on the proposed changes to the energy contracts for each of AIC, ComEd and MEC.**

The Procurement Administrator is proposing to use the 2016 energy contracts with minor changes. Please note that comments are solicited on proposed changes that have been made relative to the previously used 2016 energy contracts only and not on the entire contract.

**Timeline and Process**

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

- Please enter your comments in the Comment Form and submit the Comment Form to the Procurement Administrator by e-mail at [Illinois-RFP@nera.com](mailto:Illinois-RFP@nera.com)
- Where appropriate, please submit your comments with tracked changes in Microsoft Word within the Comment Form. The Comment Form includes boxes so that you may provide explanatory notes.
- The Comment Form will ask for a contact information, including a telephone number and an e-mail address, in the event that the Procurement Administrator seeks clarification regarding your comments.
- **The deadline to provide comments is 6 PM CPT on February 21, 2017.**

Please direct any questions regarding this comment process to the Procurement Administrator at [Illinois-RFP@nera.com](mailto:Illinois-RFP@nera.com).

**Spring 2017 Procurement Events (STP RFP)**  
**13 February 2017**

**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 2016 energy contract are provided below.

<b>AIC Proposed Changes</b>		
<b>Proposed Change</b>	<b>Section</b>	<b>Nature of Change</b>
AIC-1	Opening Paragraph	Addition of placeholder for date
AIC -2	Table 1	Addition of placeholder for information in table and elimination of superfluous information
AIC -3	Contact Information for Notices	Changes to contact information
AIC -4	Signature Page 1	Addition of placeholder for date of execution
AIC -5	Signature Page 2	Addition of additional signature page to facilitate execution by counterparts
AIC -6	Schedule 1 to the Form of Guaranty	Addition of an optional modification to the Guaranty

**Changes 1, 2, 3, 4 and 5 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.

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 2016 energy contract are provided below.

<b>ComEd Proposed Changes</b>		
<b>Proposed Change</b>	<b>Document / Section</b>	<b>Nature of Change</b>
ComEd-1	Coversheet – Contact Information	Changes to contact information
ComEd-2	Coversheet – Changes to Section 6.1	Change to the invoice due date
ComEd-3	Guaranty – Opening Paragraph	Adoption of frequently used optional change into the standard form of guaranty
ComEd-4	Guaranty – Paragraph 8	Adoption of frequently used optional change into the standard form of guaranty
ComEd-5	Guaranty – Paragraph 9	Adoption of frequently used optional change into the standard form of guaranty

**Spring 2017 Procurement Events (STP RFP)  
13 February 2017**

ComEd-6	Guaranty – Paragraph 13	Adoption of frequently used optional change into the standard form of guaranty
ComEd-7	Guaranty – Paragraph 17	Adoption of frequently used optional change into the standard form of guaranty
ComEd-8	Guaranty – Paragraph 18	Adoption of frequently used optional change into the standard form of guaranty
ComEd-9	Foreign Guarantor Requirement	Addition of language to allow for re-certification of a previously accepted legal opinion
ComEd-10	Confirmation Sheet Sample	Elimination of superfluous language related to deadlines that are no longer relevant

**Changes 1, 3, 4, 5, 6, 7, 8 and 10 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.

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 2016 energy contract are provided below.

<b>MEC Proposed Changes</b>		
<b>Proposed Change</b>	<b>Section</b>	<b>Nature of Change</b>
MEC-1	Opening Paragraph	Addition of placeholder for date
MEC -2	Schedule 1 to the Form of Guaranty	Addition of an optional modification to the Guaranty

**Change 1 is administrative in nature** and they do not modify the terms of the (MEC) Confirmation Agreement. As such, the Procurement Administrator does not expect comments from interested parties in regard to these proposed changes.

**Spring 2017 Procurement Events (STP RFP)**  
**13 February 2017**

**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 \_\_\_\_\_, ~~2016~~ [ ] between \_\_\_\_\_ (“Seller” or “Party A”) and Ameren Illinois Company (“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-2:***

**Table 1**

Delivery Period	Term	Type (On/Off-Peak)	Contract Price (\$/MWH)	Hourly Quantity (MW/HOUR)	Total Quantity (MWHs)
1A			0	0	0
2A			0	0	0
3A			0	0	0
4A			0	0	0
<u>5A</u>					
1B			0	0	0
2B			0	0	0
3B			0	0	0
4B			0	0	0
<u>5B</u>					

**Spring 2017 Procurement Events (STP RFP)**  
**13 February 2017**

**AIC-3:**

**Invoices:**

Attn:  
Phone:  
Facsimile: n/a  
Email:

**Scheduling:**

Attn:  
Phone:  
Facsimile:  
Email:

**Payments:**

Attn:  
Phone:  
Facsimile:

**Wire Transfer:**

BNK:  
ABA:  
ACCT:

**ACH Transfer:**

BNK:  
ABA:  
ACCT:

**Credit and Collections:**

Attn:  
Phone:  
Facsimile:  
Email:

With additional Notices of an Event of Default or Potential Event of Default to:

Attn:  
Phone:  
Facsimile:

**Invoices:**

Attn: ~~Dillon Polansky~~ [Richard Gordon](#)  
Phone: (314) 554-~~3456~~[2167](#)  
Facsimile: ~~n/a~~[\(314\) 206-1387](#)  
Email: ~~dpolansky@ameren.com~~  
[RGordon@ameren.com](#)  
[rbennett@ameren.com](#)

With a copy to:

Attn: Dave Brueggeman  
Phone: (314) 554-4622  
Facsimile: (314) 206-0210  
Email: [dbrueggeman@ameren.com](#)

**Scheduling:**

Attn: Power Supply Acquisition  
Phone: ~~(314-)~~[554-4622](#)  
Facsimile: ~~(314-)~~[206-0210](#)  
Email: [dlpowersupplyacquisition@ameren.com](#)

**Payments:**

Attn: Sam Cassmeyer  
Phone: (314) 554-4287  
Facsimile: (314) 554-6328

**Wire Transfer:**

BNK:  
ABA:  
ACCT:

**ACH Transfer:**

BNK:  
ABA:  
ACCT:

**Credit and Collections:**

Attn: Daniel Deschler  
Phone: (314) 554-3540  
Facsimile: (314) 206-0210  
Email:  
[DLAICCCreditRiskManagement@ameren.com](#)

With additional Notices of an Event of Default or Potential Event of Default to:

Attn: President & CEO  
Phone: ~~(618) 343-8040~~  
Facsimile: ~~(618) 343-8063~~

**Spring 2017 Procurement Events (STP RFP)  
13 February 2017**

**AIC-4:**

IN WITNESS WHEREOF, the Parties have caused this Confirmation Agreement to be executed as of the        day of       , 2016, [\_\_\_\_\_].

**Ameren Illinois Company d/b/a Ameren Illinois**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

...

[SIGNATURE PAGE TO AIC/[\_\_\_\_\_] 2017 SPRING ENERGY CONFIRMATION AGREEMENT]

**AIC-5:**

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/[\_\_\_\_\_] 2017 SPRING ENERGY CONFIRMATION AGREEMENT]

**AIC-6:**

**Modification #10**

**Section 13—Original**

13. The Guarantor represents and warrants that: (a) it is duly organized and validly existing under the laws of the jurisdiction in which it was organized and has the power and authority to execute, deliver, and perform this Guaranty; (b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over the Guarantor is required on the part of the Guarantor for the execution, delivery and performance of this Guaranty except for those already made or obtained; (c) this Guaranty constitutes a valid and legally binding agreement of the Guarantor, and is enforceable against the Guarantor in accordance with its terms; and (d) the execution, delivery and performance of this Guaranty by the Guarantor have been and remain duly authorized by all necessary corporate or comparable action and do not contravene any provision of its constituent documents or any law, regulation or contractual restriction binding on it or its assets.

**Acceptable Modifications:**

13. The Guarantor represents and warrants that: (a) it is duly organized and validly existing under the laws of the jurisdiction in which it was organized and has the power and authority to execute, deliver, and perform this Guaranty; (b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over the Guarantor is required on the part of the Guarantor for the execution, delivery and performance of this Guaranty except for those already made or obtained; (c) this Guaranty constitutes a valid and legally binding agreement of the Guarantor, and is enforceable against the Guarantor in accordance with its terms except as enforcement hereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights or by general equity principles; and (d) the execution, delivery and performance of this Guaranty by the Guarantor have been and remain duly authorized by all necessary corporate or comparable action and do not contravene any provision of its constituent documents or any law, regulation or contractual restriction binding on it or its assets.

**Spring 2017 Procurement Events (STP RFP)  
13 February 2017**

**(ComEd) Master Agreement Coversheet**

**ComEd-1:**

With additional Notices of an Event of Default or Potential Event of Default to:

Attn: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

With additional Notices of an Event of Default or Potential Event of Default to:

Attn: General Counsel  
Phone: 312-394-7205/4997  
Facsimile: 312-394-5433  
E-mail: thomas.oneill/veronica.gomez@comed.com

**(ComEd) Master Agreement Coversheet**

**ComEd-2:**

**21. Section 6.1—Billing Period**

Section 6.1 is amended as follows:

- (a) The last sentence of the section is revised in its entirety to read as follows:

“As soon as practicable after the end of each month, Party A will render to Party B an invoice for the payment obligations, if any, incurred hereunder during the preceding month. The invoice shall clearly state the number of MWhs delivered and the total amount due. If Party A fails to render such invoice ~~\_within ten (10) Business Days after the end of any month~~ by the 10<sup>th</sup> day of the month following the end of such month (or, if such day is not a Business Day, then on the next Business Day), no payment will be processed for that month. However, such amount shall be eligible to be included in the following month’s invoice for subsequent payment.”

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

**ComEd-3:**

Terms not defined herein shall have the meanings given to them in the Master Power Purchase and Sale Agreement dated \_\_, 20\_\_ (as amended, modified or extended from time to time, the “Master Agreement(s)”), between the Guaranteed Party and \_\_\_\_, a \_\_\_\_ organized and existing under the laws of \_\_ (the “Seller”). This Guaranty is made by Guarantor in consideration for, and as an inducement for the Guaranteed Party to enter into, the ~~Agreement(s) with the Seller~~ Confirmation(s) entered into with the Seller pursuant to the Standard Products RFP (the “Transactions” together with the Master Agreement, the “Agreements”). Guarantor, subject to the terms and conditions hereof, hereby unconditionally, irrevocably and absolutely guarantees to the Guaranteed Party, upon written demand, the full and prompt payment when due, subject to any applicable grace period, of all payment obligations of the Seller to the Guaranteed Party arising out of the Agreement(s). Without limiting the generality of the foregoing, Guarantor further agrees as follows:



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

**ComEd-4:**

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

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

**ComEd-5:**

9. ~~Neither~~Other than as provided in this Guaranty, neither this Guaranty nor any provision hereof may be changed, waived, discharged or terminated except upon written agreement of the Guaranteed Party and the Guarantor.

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

**ComEd-6:**

13. The Guarantor represents and warrants that: (a) it is duly organized and validly existing under the laws of the jurisdiction in which it was organized and has the power and authority to execute, deliver, and perform this Guaranty; (b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over the Guarantor is required on the part of the Guarantor for the execution, delivery and performance of this Guaranty except for those already made or obtained; (c) this Guaranty constitutes a valid and legally binding agreement of the Guarantor, and is enforceable against the Guarantor, except as such enforceability may be limited by bankruptcy, insolvency, receivership and other similar laws affecting the rights of creditors generally, or by general principles of equity; and (d) the execution, delivery and performance of this Guaranty by the Guarantor have been and remain duly authorized by all necessary corporate or comparable action and do not contravene any provision of its \_\_\_ [insert appropriate corporate organizational document, such as Declaration of Trust, Limited Liability Company Agreement, Articles of Incorporation and by-laws, Certificate of Incorporation or by-laws, constitutional documents] or any law, regulation or contractual restriction binding on it or its assets.

**Spring 2017 Procurement Events (STP RFP)**  
**13 February 2017**

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

**ComEd-7:**

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

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

**ComEd-8:**

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

**(ComEd) Schedule 2b to the Collateral Annex – Foreign Guarantor Requirement**

**ComEd-9:**

Once the Opinion has been provided and accepted as sufficient by Party B, in lieu of repeating the above process, the proposed Guarantor may re-certify its status in a subsequent procurement event if there have been no changes that would have altered that Opinion. To re-certify, the proposed Guarantor must provide a current letter by its Corporate Secretary (or equal / higher Corporate Officer) that it certifies that there have been no changes in its status which would adversely affect the enforceability of the Guaranty, since the time that the original Opinion was rendered.

**(ComEd) Confirmation Sheet Sample**

**ComEd-10:**

Scheduling: Seller shall submit Contract Quantity through PJM InSchedules ~~by the later of September 23, 2016 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 30, 2016 or~~ three weeks prior to the beginning of the Delivery Period.

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

## (MEC) Confirmation Agreement

### MEC-1:

THIS CONFIRMATION AGREEMENT shall confirm the Transaction agreed to on \_\_\_\_\_, 2016 [\_\_\_\_\_] between \_\_\_\_\_ (“Seller” or “Party A”) and MidAmerican Energy Company (“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:

### MEC-2:

#### **Modification #10**

##### Section 13—Original

13. The Guarantor represents and warrants that: (a) it is duly organized and validly existing under the laws of the jurisdiction in which it was organized and has the full power and authority to execute, deliver, and perform this Guaranty; (b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over the Guarantor is required on the part of the Guarantor for the execution, delivery and performance of this Guaranty except for those already made or obtained; (c) this Guaranty constitutes a valid and legally binding agreement of the Guarantor, and is enforceable against the Guarantor in accordance with its terms; and (d) the execution, delivery and performance of this Guaranty by the Guarantor have been and remain duly authorized by all necessary corporate or comparable action and do not contravene any provision of its constituent documents or any law, regulation or contractual restriction binding on it or its assets.

##### Acceptable Modifications:

13. The Guarantor represents and warrants that: (a) it is duly organized and validly existing under the laws of the jurisdiction in which it was organized and has the full power and authority to execute, deliver, and perform this Guaranty; (b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over the Guarantor is required on the part of the Guarantor for the execution, delivery and performance of this Guaranty except for those already made or obtained; (c) this Guaranty constitutes a valid and legally binding agreement of the Guarantor, and is enforceable against the Guarantor in accordance with its terms except as enforcement hereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors’ rights or by general equity principles; and (d) the execution, delivery and performance of this Guaranty by the Guarantor have been and remain duly authorized by all necessary corporate or comparable action and do not contravene any provision of its constituent documents or any law, regulation or contractual restriction binding on it or its assets.