

Posted: April 20, 2016

(Redlines reflect differences between the draft document posted on April 20, 2016 and the final document posted for the Fall 2015 DG RFP)

SAMPLE CONFIRMATION

The following describes the terms of a proposed transaction between Buyer and Seller for the sale, purchase and delivery of Distributed Generation Renewable Energy Certificates ("RECs") pursuant to the terms of the Master Distributed Generation Renewable Energy Certificates Purchase and Sale Agreement (the "Agreement") between them dated ~~October~~, 2015, 2016.

Trade Date: ~~October~~, 2015, 2016

Seller: Aggregator or "Party A"

Buyer: Commonwealth Edison Company or "Party B"

Purchase Price: ~~\$XX.XX per REC~~

Product A: Small DG Renewable Energy Facility (Less Than 25 KW Nameplate Capacity - DC Rating)		
<u>Purchase Price: \$XX.XX per REC</u>		
Delivery Year	Annual Contract Quantity (in RECs)	Vintage
June 2015 through May 2016	[]	June 1, 2015 to May 31, 2016
June 2016 through May 2017	[]	June 1, 2016 to May 31, 2017
June 2017 through May 2018	[]	June 1, 2017 to May 31, 2018
June 2018 through May 2019	[]	June 1, 2018 to May 31, 2019
June 2019 through May 2020	[]	June 1, 2019 to May 31, 2020
<u>June 2020 through May 2021</u>	<u>[]</u>	<u>June 1, 2020 to May 31, 2021</u>
Product B: Large DG Renewable Energy Facility (Between 25 KW and 2,000 KW Nameplate Capacity - DC Rating)		
<u>Purchase Price: \$XX.XX per REC</u>		
Delivery Year	Annual Contract Quantity (in RECs)	Vintage
June 2015 through May 2016	[]	June 1, 2015 to May 31, 2016
June 2016 through May 2017	[]	June 1, 2016 to May 31, 2017
June 2017 through May 2018	[]	June 1, 2017 to May 31, 2018

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June 2018 through May 2019	[_____]	June 1, 2018 to May 31, 2019
June 2019 through May 2020	[_____]	June 1, 2019 to May 31, 2020
<u>June 2020 through May 2021</u>	<u>[_____]</u>	<u>June 1, 2020 to May 31, 2021</u>

1. **Delivery Date:** Deliveries must be made on or before the Delivery Date of each Delivery Season.
2. **Method of Transfer:** Transfer of title to RECs in PJM EIS GATS and/or M-RETS to Party B's PJM EIS GATS and/or M-RETS Account.
3. **Buyer's PJM EIS GATS Account:** Commonwealth Edison Company
4. **Buyer's M-RETS Account:** Commonwealth Edison Company
5. **Seller represents that at the time of Delivery, the RECs delivered in respect of a Product are Standard RECs that originate from the Size Class specified for that Product, as indicated in the transfer notice in PJM EIS GATS and/or M-RETS.**

The parties agree to the Transaction set forth herein.

[Seller]

[Buyer]

Commonwealth Edison Company

Signed: _____

Signed: _____

Name (Print): _____

Name (Print): Scott Vogt_____

Date: _____

Date: _____

Further Contact Information and Certain Credit Terms

Article 4

Party A Credit Protection:

4.1 Financial Information:

- Not Applicable
- Applicable
- Other entity (specify): _____
- In addition (specify): _____

4.2 Credit Assurances:

- Not Applicable
- Applicable

4.3 Collateral Threshold:

- Not Applicable
- Applicable under EEI
- Applicable under ISDA
- Applicable Standalone

If Applicable Standalone, complete the following:

Party B Collateral Threshold: \$ _____; provided, however, that Party B's Collateral Threshold is zero if an Event of Default or Potential Event of Default with respect to Party B has occurred and is continuing.

Party B Independent Amount: \$ _____

4.4 Downgrade Event:

- Not Applicable
- Applicable
- Applicable – Otherwise Specified: (specify)

4.5 Guarantor for Party B:

Guarantee Amount: \$ _____

Article 5:

- Cross Default for Party A:
Party A Cross Default Amount: \$50 million
- Other Entity: [Guarantor]
Cross Default Amount: \$50 million

Credit and Collateral Requirements

Party B Credit Protection:

4.1 Financial Information:

- Not Applicable
- Applicable
- Other entity (specify): _____
- In addition (specify): _____

4.2 Credit Assurances:

- Not Applicable
- Applicable

4.3 Collateral Threshold:

- Not Applicable
- Applicable under EEI
- Applicable under ISDA
- Applicable Standalone

If Applicable Standalone, complete the following:

Party A Collateral Threshold: \$ _____ provided, however, that Party A's Collateral Threshold is zero if an Event of Default or Potential Event of Default with respect to Party A has occurred and is continuing.

Party A Independent Amount: \$ _____

4.4 Downgrade Event:

- Not Applicable
- Applicable
- Applicable – Otherwise Specified: (specify)

4.5 Guarantor for Party A: [Guarantor]

Guarantee Amount: as specified in Guaranty agreement

Events of Default; Remedies

- Cross Default for Party B:
Party B Cross Default Amount: \$50 million
- Other Entity: [Guarantor]
Cross Default Amount: \$50 million