

Illinois Power Agency Spring 2021 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, 2020, 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 5, 2020. 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 the Spring 2021 Block Energy and Capacity Request for Proposals (“BEC RFP”). The BEC RFP will procure on-peak and off-peak blocks of monthly and/or multi-month durations for the period June 1, 2021 to May 31, 2024.

The Procurement Administrator invites interested parties to submit their comments on the proposed changes incorporated into the energy contracts for AIC and ComEd. 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 2020 energy contracts for the AIC Energy Contract and the ComEd Energy Contract with changes. Comments are solicited on proposed changes that have been made relative to the previously used 2020 energy contracts only and not on the entire contract. The Procurement Administrator is proposing to use the 2020 energy contract for MEC Energy Contract with no changes. Thus, no comments are solicited on the MEC Energy Contract.

Timeline and Process

The draft energy contracts (the Draft (AIC) Confirmation Agreement and the Draft (ComEd) Energy Master Agreement) have been issued as Microsoft Word documents for interested parties to submit their comments.

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 AIC and ComEd.
- 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

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- 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 on February 24, 2021.

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

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 2020 energy contract is provided below.

AIC Proposed Changes		
Proposed Change	Section	Nature of Change
AIC-1	Notices	Update contact information for Buyer All Notices
AIC-2	Governing Law	Change from New York to Illinois
AIC-3	Confidentiality	New paragraph regarding customer account information
AIC-4	Signature pages	Update dates
AIC-5	Form of Guaranty	Change governing law from New York to Illinois
AIC-6	Schedule 2 to the Form of Guaranty	Change governing law from New York to Illinois

Changes 1 and 4 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 2020 energy contract is provided below.

ComEd Proposed Change		
Proposed Change	Document / Section	Nature of Change
ComEd-1	EEI Master Agreement and Coversheet / Article Ten: Miscellaneous	Change governing law from New York to Illinois

Attachment to Invitation to Comment

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

(AIC) Notices

AIC-1:

3. Notice. The Parties provide the following notice information:	
Name: “.” or “Party A”	Name: Ameren Illinois Company d/b/a Ameren Illinois or “Party B”
All Notices: Street: Attn:	All Notices: Attn: Power Supply Acquisition Richard McCartney dlpowersupplyacquisition@ameren.com
City: Street:	Street: 10 Executive Drive MC 910 City: Collinsville, IL 62234
Attn:	Attn: Power Supply Acquisition Richard McCartney Phone: (618) 301-5204
City	
Phone:	Duns: 00-693-6017
Duns:	Federal Tax ID Number: 37-0211380
Federal Tax ID Number:	
Invoices:	Invoices:
Attn:	Attn: Derek Langenhorst
Phone:	Phone: (314) 554-6380
Email:	Email: dlangenhorst@ameren.com rbennett@ameren.com
	With a copy to: Attn: Power Supply Acquisition Phone: (618) 301-5299 Email: dlpowersupplyacquisition@ameren.com
Scheduling:	Scheduling:
Attn:	Attn: Power Supply Acquisition
Phone:	Phone: (618) 301-5299
Email	Email: dlpowersupplyacquisition@ameren.com
Payments:	Payments:
Attn:	Attn: Sam Cassmeyer
Phone:	Phone: (314) 554-4287
Wire Transfer:	Wire Transfer:

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BNK:	BNK:
ABA:	ABA:
ACCT:	ACCT:
ACH Transfer:	ACH Transfer:
BNK:	BNK:
ABA:	ABA:
ACCT:	ACCT:
Credit and Collections:	Credit and Collections:
Attn:	Attn: Tim Moloney
Phone:	Phone: (314) 613-9139
Email:	Email: DLAICCCreditRiskManagement@ameren.com
With additional Notices of an Event of Default or Potential Event of Default to:	With additional Notices of an Event of Default or Potential Event of Default to:
Attn:	Attn: President & CEO
Phone:	Phone: (618) 343-8040

(AIC) Governing Law

AIC-2:

30. Section 10.6 – Governing Law. Section 10.6 is amended as follows:

By deleting “New York” in the first line and replacing with “Illinois”

(AIC) Confidentiality

AIC-3:

~~34~~35. Section 10.11 – Confidentiality. Section 10.11 is replaced in its entirety, as follows:

“If the Parties have elected on the Cover Sheet to make this Section 10.11 applicable to this Master Agreement, neither Party shall disclose the terms or conditions of a Transaction under this Master Agreement or the completed Cover Sheet to, or any annex to, this Master Agreement to a third party (other than the Party’s or the Party’s Guarantor employees, lenders, counsel, accountants or advisors (all collectively referred to as “Representatives”) who have a need to know such information and who the Party is satisfied will keep such terms confidential) except in order to comply with any applicable law, regulation, or any exchange, control area or independent system operator rule or in connection

with any court or regulatory proceeding; or request by a regulatory authority and in the event that any disclosure is requested or required by the regulatory authority or a government body by interrogatory, request for information or documents, subpoena, deposition, civil investigative demand or applicable law, the Party subject to such request or requirement may disclose to the extent so requested or required but shall promptly notify the other Party, prior to such disclosure, if such Party's counsel determines that such notice is permitted by law, so that the other Party may seek an appropriate protective order or waive compliance with the provisions of this Section 10.11. Failing the entry of a protective order or the receipt of a waiver hereunder, that Party may disclose that portion of the Confidential Information as requested or required. In any event, a Party will not oppose action by the other to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information; provided, however, each Party shall, to the extent practicable, use reasonable efforts to prevent or limit the disclosure. Notwithstanding the foregoing, Party B may disclose the terms of this Confirmation Agreement to the Illinois Power Agency ("IPA"). Each Party shall be liable for breach of any confidentiality obligation pursuant to this Master Agreement by such Representatives. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation. The Parties shall maintain the confidentiality of the terms of all Transactions in compliance with section 16-111.5(h) of the Illinois Public Utilities Act (220 ILCS 5/16-111.5(h)).²²

To the extent that Seller obtains information relating to a customer's Buyer utility account as part of the administration of this Confirmation Agreement, and that information is confidential or generally non-public, including customers' utility account number, utility account name, and meter number, Seller shall maintain the confidentiality and security of such information received from customers. Further, Seller shall not release such customer's information to any other person or entity other than the customer, MISO, FERC, the Illinois Power Agency, the Illinois Commerce Commission or any other governmental agency that requires access to such information for the purposes of this Confirmation Agreement without the customer's written consent to such release."

(AIC) Confirmation Agreement

AIC-4:

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

...

[SIGNATURE PAGE TO AIC/[_____] ~~2020~~2021 SPRING ENERGY CONFIRMATION AGREEMENT]

(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/[_____] ~~2020~~2021 SPRING ENERGY CONFIRMATION AGREEMENT]

(AIC) Form of Guaranty

AIC-5:

14. This Guaranty and the rights and obligations of the Counterparty and the Guarantor hereunder shall be construed in accordance with and governed by the laws of the State of ~~New York~~ Illinois. The Guarantor and Guaranteed Party agree and irrevocably submit to the exclusive jurisdiction of state and federal courts located in the Northern District of the State of Illinois over any disputes arising or relating to this Guaranty and waive and agree not to assert as a defense any objections to venue or inconvenient forum. The Guarantor and the Guaranteed Party consent to and grant any such court jurisdiction over the person of such party and over the subject matter of such dispute and agree that summons or other legal process in connection with any such action or proceeding shall be deemed properly and effectively served when sent by certified U.S. mail, return

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receipt requested, to the address of the other party set forth in Paragraph 12 hereof, or in such other manner as may be permitted by law. The Guarantor and the Guaranteed Party each hereby irrevocably waives any and all rights to trial by jury with respect to any legal proceeding arising out of or relating to this Guaranty.

(AIC) Schedule 2 to the Form of Guaranty

AIC-6:

14. This Guaranty and the rights and obligations of the Counterparty and the Guarantor hereunder shall be construed in accordance with and governed by the laws of the State of ~~New York~~Illinois. The Guarantor and Guaranteed Party jointly and severally agree and irrevocably submit to the exclusive jurisdiction of state and federal courts located in the Northern District of the State of Illinois over any disputes arising or relating to this Guaranty and waive and agree not to assert as a defense any objections to venue or inconvenient forum. The Guarantor and the Guaranteed Party consent to and grant any such court jurisdiction over the person of such party and over the subject matter of such dispute and agree that summons or other legal process in connection with any such action or proceeding shall be deemed properly and effectively served when sent by certified U.S. mail, return receipt requested, to the address of the other party set forth in Paragraph 12 hereof, or in such other manner as may be permitted by law. The Guarantor and the Guaranteed Party each hereby irrevocably waives any and all rights to trial by jury with respect to any legal proceeding arising out of or relating to this Guaranty.

(ComEd) EEI Master Agreement and General Terms and Conditions

ComEd-1:

10.6 Governing Law. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ~~NEW YORK~~ILLINOIS, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.