

**MASTER RENEWABLE ENERGY CERTIFICATE
PURCHASE AND SALE AGREEMENT**

COVER SHEET

This Master Renewable Energy Certificate Purchase and Sale Agreement (this "Agreement") is made as of this ____ day of _____, 20__ (the "Effective Date") between the following (each a "Party" and collectively, the "Parties"):

Name ("_____") or "Party A"

Name ("Commonwealth Edison Company" or "Counterparty" or "Party B")

All Notices:

Street:

All Notices:

Street: One Financial Place

440 S. LaSalle Street

City: _____ Zip: _____

City: Chicago Zip: 60605

Attn: Contract Administration

Phone: _____

Facsimile: _____

Duns: _____

Federal Tax ID Number: _____

Attn: Vice-President – Energy Acquisition

Phone: 312-394-7282

Facsimile: _____

Duns: _____

Federal Tax ID Number: _____

Invoices:

Attn: _____

Phone: _____

Facsimile: _____

REC Title Transfer:

Attn: _____

Phone: _____

Facsimile: _____

Payments:

Attn: _____

Phone: _____

Facsimile: _____

Wire Transfer:

BNK: _____

ABA: _____

ACCT: _____

Credit and Collections:

Attn: _____

Phone: _____

Facsimile: _____

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

Attn: _____

Phone: _____

Facsimile: _____

Invoices:

Attn: _____

Phone: _____

Facsimile: _____

REC Title Transfer:

Attn: _____

Phone: _____

Facsimile: _____

Payments:

Attn: _____

Phone: _____

Facsimile: _____

Wire Transfer:

BNK: _____

ABA: _____

ACCT: _____

Credit and Collections:

Attn: _____

Phone: _____

Facsimile: _____

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

Attn: General Counsel

Phone: 312-394-7541

Facsimile: _____

Payment instructions:

Payment instructions:

2.2 Payment of Terms

(a) Payment on Delivery

(b) Monthly Invoicing

(c) Prepayment

(d) Semiannual Invoicing

4. Certain Credit Terms.	<input checked="" type="checkbox"/>	Applicable (complete Certain Credit Terms)
	<input type="checkbox"/>	Not Applicable
8. Governing Law:		State (or Commonwealth) of : New York
9.7 Confidentiality	<input checked="" type="checkbox"/>	Applicable (If not checked, inapplicable)
9.8 Dispute Resolution	<input checked="" type="checkbox"/>	Waiver of Jury Trial
Addenda (check all those selected)	<input type="checkbox"/>	Non-Binding Mediation in _____
	<input type="checkbox"/>	Binding Arbitration in _____ <input type="checkbox"/> Baseball Arbitration

Other Changes

Specify, if any: **A. The Master Renewable Energy Certificate Purchase and Sale Agreement is hereby amended as follows:**

1. Article One: General Definitions

The following is added to the Agreement as Section 1.1.1

“Adjoining-State Wind” means a renewable energy resource, as defined in the Illinois Act, that comes from wind generation and is physically located in a state geographically contiguous with Illinois, which are Wisconsin, Iowa, Missouri, Kentucky, Indiana and Michigan.

The following is added to the Agreement as Section 1.1.2

“Adjoining-State Non-Wind” means a renewable energy resource, as defined in the Illinois Act, other than wind and is physically located in a state geographically contiguous with Illinois, which are Wisconsin, Iowa, Missouri, Kentucky, Indiana and Michigan.

The definition of “Attestation” in Section 1.6 is amended to read, in its entirety, as follows:

“Attestation” means a Transfer Certificate or Certification by Seller as the Certification Authority as specified in each Confirmation Sheet.

The definition of “Business Day” in Section 1.8 is amended to read, in its entirety, as follows:

“Business Day” shall mean any day on which commercial banks are not authorized or required to close in New York, New York and on which payments can be effected on the Fedwire system.

The definition of “Confirmation” in Section 1.16 is amended to read, in its entirety, as follows:

“Confirmation” means a Product Order substantially in the form of Exhibit B of this Agreement, which the Parties must execute.

The definition of “Delivery Date” in Section 1.22 is amended to read, in its entirety, as follows:

“Delivery Date” means the tenth (10th) day of each month beginning June 2008 and ending July 2009.

The following is added to the Agreement as Section 1.35.1

“Illinois Act” means Illinois Public Act 095-0481.

The following is added to the Agreement as Section 1.35.2

“Illinois Wind” means a renewable energy resource, as defined in the Illinois Act, that comes from wind generation and is physically located in Illinois.

The following is added to the Agreement as Section 1.35.3

“Illinois Non-Wind” means a renewable energy resource, as defined in the Illinois Act, other than wind that is physically located in Illinois.

The following is added to the Agreement as Section 1.43.1

“Other-State Wind” means a renewable energy resource, as defined in the Illinois Act, that comes from wind and is not physically located in Illinois or in a state geographically contiguous with Illinois. States geographically contiguous with Illinois are defined as Wisconsin, Iowa, Missouri, Kentucky, Indiana and Michigan.

The following is added to the Agreement as Section 1.43.2

“Other-State Non-Wind” means a renewable energy resource, as defined in the Illinois Act, other than wind that is not physically located in Illinois or in a state geographically contiguous with Illinois. States geographically contiguous with Illinois are defined as Wisconsin, Iowa, Missouri, Kentucky, Indiana and Michigan.

The following is added to the Agreement as Section 1.55.1

“Renewable Energy Resource RFP” or “RER RFP” means the renewable RFP or Request for Proposals conducted by Party B to meet the RPS requirements set forth in the Illinois Act.

Section 1.56 is amended to read, in its entirety, as follows:

“Renewable Energy Source” means renewable energy resource, as defined in the Illinois Act.

The following is added to the Agreement as Section 1.62.1

“Supplier Fee” means a fee to be paid by the Seller to the Buyer per REC won in a procurement event. The Supplier Fee will be announced prior to the procurement event. A Confirmation will be produced that will show the Supplier Fee, which will be the product of the announced per REC Supplier Fee for the procurement event and the amount of RECs won in the procurement event. The Confirmation will indicate the date on which the Supplier Fee is due to be paid.

Section 1.74 is amended to read, in its entirety, as follows:

“Vintage” means the acceptable period for which the renewable energy supporting the REC is generated as set forth in each Confirmation pursuant to this Agreement.

2. Article 2: Section 2.2—“Payment”.

Section 2.2 is replaced in its entirety with the following:

If monthly invoicing is specified in the Cover Sheet, as soon as practicable after the Deliveries have been made, each party will render to the other Party an invoice for the payment obligations. Only one invoice shall be rendered per month. Unless otherwise agreed by the Parties in a Transaction, all invoices under this Agreement shall be due and payable in accordance with each Party’s invoice instructions on or before the later of the twentieth (20th) day of each month, or tenth (10th) day after receipt of the invoice or, if such day is not a Business Day, then on the next Business Day. Payment shall only be made for those RECs Delivered or transferred to Party B’s PJM EIS GATS and/or M-RETS account. In any given month, payments shall be made for an amount that shall not cause the cumulative payments to Seller to exceed $x/12$ of the total value of RECs across all Confirmations; where x is the number of months after May 2008 as of the date that the invoice is rendered. For example, for an invoice rendered on August 10, 2008, Buyer shall make payments for RECs Delivered or transferred to its PJM EIS GATS or M-RETS account, and for an amount that shall not cause the cumulative payments to Seller to exceed $3/12$ of the total value of RECs across all Confirmations.

Each Party will make payments in accordance with invoice instructions by electronic funds transfer, or by other mutually agreed methods, to the account designated on the Cover Sheet. Any failure by Buyer to make a payment or prepayment will not excuse Buyer’s performance, and, unless otherwise provided in a Transaction, any failure by Seller to Deliver the quantity agreed to in the Transaction will not excuse Seller’s performance. Any amounts not paid by the due date are delinquent and will accrue interest at the prime rate of interest until an Event of Default has been declared, in which case such amounts will bear interest at the prime lending rate of interest plus three percent per annum. A Party may, in good faith, dispute the correctness of any invoice within one year. If an invoice or portion thereof is disputed, the undisputed portion of the invoice must be paid when due, with notice of the objection given to the other Party. Any invoice dispute must be in writing and state the basis for the dispute, which must be in good faith. Subject to Section 5.4, a Party may withhold payment of the disputed amount until two Business Days following the resolution of the dispute, and any amounts not paid when originally due will bear interest at the prime lending rate of interest from the due date as originally invoiced. Inadvertent overpayments will be returned upon request or deducted by the Party receiving such overpayment from subsequent payments, with interest at the prime lending rate of interest from and including the date of such overpayment. Any dispute with respect to an invoice is waived unless the other Party is notified in accordance with this Section within one year after the invoice is rendered. The Parties will discharge mutual debts and payment obligations due and owing to each other pursuant to all Transactions through netting, in which case

all amounts owed by each Party to the other Party for the purchase and sale of Products, including any related damages calculated, interest, and payments or credits, will be netted so that only the excess amount remaining due shall be paid by the Party who owes it.

3. Article 2: Section 2.3—“Confirmation”.

Section 2.3 is amended in its entirety, as follows:

The Parties shall confirm a Transaction by executing a confirmation (“Confirmation” or “Product Order”) substantially in the form of Exhibit B (“Confirmation Sheet”) of this Agreement.

On the Business Day following the Business Day on which Seller is selected and approved by the Illinois Commerce Commission as a Seller pursuant to this Agreement, Buyer will forward by electronic means to Seller one (1) copy of the unexecuted Confirmation(s) pursuant to this Agreement. By 2:00 p.m. EPT on the next Business Day following Seller’s receipt of such unexecuted Confirmation(s), Seller shall execute each Confirmation and return by facsimile or electronic means to Buyer one (1) copy of the partially executed Confirmation(s), and shall send by overnight delivery two (2) originals. Upon receipt of the partially executed Confirmation(s), Buyer shall fully execute this Agreement and the Confirmation(s) pursuant to this Agreement, and send by overnight delivery to Seller one (1) original of this Agreement and one (1) original of each fully executed Confirmation.

4. Article 2: Section 2.4—“Taxes and Fees”.

Section 2.4 is amended by adding the following to the end of that Section:

Seller shall be responsible for paying the Supplier Fee indicated in a Confirmation on the date indicated in such Confirmation.

5. Article 2: Section 2.5—“Transfer of Title”.

The following is added to the Agreement as Section 2.5.1

The Parties agree to follow the specific delivery rules applicable to PJM EIS GATS and/or M-RETS, as appropriate. The Seller shall Deliver PJM EIS GATS and/or M-RETS RECs by initiating transfer to the PJM EIS GATS and/or M-RETS account of the Buyer. The transfer of the PJM EIS GATS and/or M-RETS RECs shall represent a transfer of and valid title to such PJM EIS GATS and/or M-RETS RECs free and clear of any lien or other encumbrance.

6. Article 4—“Credit and Collateral Requirements”.

Section 4.2 is replaced in its entirety by the following:

If stated to be applicable on the Cover Sheet for a Party, Collateral Annex and Paragraph 10 of the Collateral Annex with the elections designated in the form attached hereto, shall apply.

7. Article 5—“Events of Default, Remedies”.

Subsection (b) of Section 5.1 is replaced in its entirety with the following:

(b) If Seller fails to Deliver a minimum portion of the value of RECs, as set forth in this subsection, by the Delivery Date occurring in the months between June 2008 and July 2009, then this shall be considered an Event of Default. The minimum portion of the value of RECs established for each of the months between June 2008 and July 2009, is as follows:

- (i) For each of the months from June 2008 to September 2008, the minimum portion of the value of RECs the Seller must have Delivered is zero percent.
- (ii) By the Delivery Date in October 2008, Seller must have Delivered at least 4.17 percent of the aggregate value of all RECs across all Confirmations.
- (iii) By the Delivery Date in November 2008, Seller must have Delivered at least 12.50 percent of the aggregate value of all RECs across all Confirmations.
- (iv) By the Delivery Date in December 2008, Seller must have Delivered at least 20.83 percent of the aggregate value of all RECs across all Confirmations.
- (v) By the Delivery Date in January 2009, Seller must have Delivered at least 29.17 percent of the aggregate value of all RECs across all Confirmations.
- (vi) By the Delivery Date in February 2009, Seller must have Delivered at least 37.50 percent of the aggregate value of all RECs across all Confirmations.
- (vii) By the Delivery Date in March 2009, Seller must have Delivered at least 45.83 percent of the aggregate value of all RECs across all Confirmations.
- (viii) By the Delivery Date in April 2009, Seller must have Delivered at least 54.17 percent of the aggregate value of all RECs across all Confirmations.
- (ix) By the Delivery Date in May 2009, Seller must have Delivered at least 66.67 percent of the aggregate value of all RECs across all Confirmations.
- (x) By the Delivery Date in June 2009, Seller must have Delivered at least 83.33 percent of the aggregate value of all RECs across all

Confirmations.

(xi) By the Delivery Date in July 2009, Seller must have Delivered 100 percent of the aggregate value of all RECs across all Confirmations.

8. Article 6—“Force Majeure”.

Article 6 is replaced in its entirety by the following:

If either Party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations with respect to this Agreement, that upon such Party’s (the “Claiming Party”) giving notice and full particulars of such Force Majeure as soon as reasonably possible after the occurrence of the cause relied upon, confirmed in writing, the obligations of the Claiming Party will, to the extent they are affected by such Force Majeure, be suspended during the continuance of said inability, but for no longer period, and the Claiming Party will not be in breach hereof or liable to the other Party for, or on account of, any loss, damage, injury or expense resulting from, or arising out of such event of Force Majeure. The Party receiving such notice of Force Majeure will have until the end of the Business Day following such receipt to notify the Claiming Party that it objects to or disputes the existence of Force Majeure. “Force Majeure” means only (i) the inability to Deliver RECs due to the unavailability of PJM EIS GATS/M-RETS and (ii) nation wide or statewide shutdown, by a Governmental Authority, of facilities capable of producing the applicable RECs. Force Majeure may not be based on (i) the loss or failure of Buyer’s markets; (ii) Buyer’s inability economically to use or resell the Product purchased hereunder; or (iii) Seller’s ability to sell the Product to another at a price greater than the Purchase Price. In the case of a Party’s obligation to make payments hereunder, Force Majeure will be only an event or act of a Governmental Authority that on any day disables the banking system through which a Party makes such payments.

9. Article 8—“Governing Law, Statue of Frauds”.

This Article is amended by deleting the following:

Unless a Party expressly objects at the beginning of a telephone conversation, each Party consents to the creation of a tape or electronic recording of all telephone conversations between them, and agrees to retain such recordings in confidence, secured from improper access, and available to be submitted in evidence in any proceeding relating hereto, including as evidence that a contract has been made between them. Each Party waives any further notice of such recording, and agrees to notify and obtain any necessary consents from its officers and employees, and indemnify, defend and hold harmless the other Party from any liability arising from failure to obtain such consents. To the full extent permitted under Applicable Law, if the Parties have agreed on the terms of a Transaction, the Parties agree not to contest, or to enter any defense concerning the validity or enforceability of a Transaction on the grounds that the documentation for such Transaction fails to comply with the requirements of a jurisdiction’s Statute of Frauds or other Applicable Law requiring agreements to be written or signed.

10. Article 9—“Miscellaneous”.

Section 9.7 is amended by adding the following sentence at the end of the section:

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)).

B. The Collateral Annex is hereby amended as follows:

1. Introduction

The introductory paragraph is amended, in its entirety, as follows:

This Collateral Annex, together with the Paragraph 10 Elections, (the “Collateral Annex”) supplements, forms a part of, and is subject to, the Master Renewable Energy Certificate Purchase and Sale Agreement (“the Agreement”), dated _____, including the Cover Sheet and any other annexes thereto between _____ (“Party A”) and _____ (“Party B”). Capitalized terms used in this Collateral Annex but not defined herein shall have the meanings given such terms in the Agreement.

The obligations of each Party under the Agreement shall be secured in accordance with the provisions of this Collateral Annex, which, except as provided below, sets forth the exclusive conditions under which a Party will be required to Transfer Performance Assurance in the form of Cash, a Letter of Credit or other property as agreed to by the Parties, as well as the exclusive conditions under which a Party will release such Performance Assurance. This Collateral Annex supercedes and replaces in its entirety Section 4.3 of the Agreement and the defined terms used therein to the extent that such terms are otherwise defined and used in this Collateral Annex. In addition, to the extent that the Parties have specified on the Cover Sheet that Sections 4.2 or 4.4 of the Agreement are applicable, then the definition of Performance Assurance as used in this Collateral Annex shall apply and Paragraphs 2, 6, 7 and 9 of this Collateral Annex shall apply to any such Performance Assurance posted under such provisions, it being understood that nothing contained in this Collateral Annex shall change any election that the Parties have specified on the Cover Sheet with respect to Sections 4.2 or 4.4 of the Agreement, which provisions require a Party to Transfer Performance Assurance under certain circumstances not contemplated by this Collateral Annex.

2. Paragraph 1. Definitions

The following definition for “Fitch” is added as follows:

“Fitch” means Fitch Ratings (a subsidiary of Fimilac, S.A.), or its successor.

The following definition for “**Business Day**” is added as follows:

“Business Day” means, any day on which commercial banks are not authorized or required to close in New York, New York and any day on which payments can be effected on the Fedwire system.

The following definition for “**Moody’s**” is added as follows:

“Moody’s” means Moody’s Investor Services, Inc. or its successor.

The following definition for “**S&P**” is added as follows:

“S&P” means the Standard & Poor’s Rating Group (a division of McGraw-Hill, Inc.) or its successor.

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

“Credit Rating” means, with respect to any entity, the rating then assigned to such entity’s unsecured, senior long-term debt obligations (not supported by third party credit enhancements) or if such entity does not have a rating for its senior unsecured long-term debt, then the rating then assigned to such entity as an corporate issuer rating, discounted one notch, by S&P and Fitch, or the issuer rating by Moody’s or any other rating agency agreed by the Parties as set forth in the Cover Sheet.

The definition of “**Credit Rating Event**” is amended by replacing the reference “Paragraph 6(a)(iii)” with “Paragraph 6(a)(ii)”.

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

“Exposure” of:

- (a) Party B to Party A for each Confirmation means (without duplication) as of any Calculation Date, five (5) dollars multiplied by the amount of undelivered REC quantities under the Confirmation.
- (b) Party A to Party B means zero.

The definition of “**Interest Period**” is amended by replacing the term “Local Business Day” with the term “Business Day”.

The definition of “**Calculation Date**” is amended by replacing the term “Local Business Day” with the term “Business Day”.

The definition of “**Local Business Day**” is eliminated in its entirety.

The definition of “**Notification Time**” is amended to read, in its entirety, as follows:

“Notification Time” means 1:00 P.M., New York time, on any Calculation Date or any different time specified in the Paragraph 10 Cover Sheet.

The definition of “**Performance Assurance**” is amended to read, in its entirety, as follows:

“Performance Assurance” means all Eligible Collateral, all other property acceptable to the Party to which it is Transferred, and all proceeds thereof, that has been Transferred to or received by a Party hereunder and not subsequently Transferred to the other Party pursuant to Paragraph 5 or otherwise received by the other Party. Any Interest Amount or portion thereof not Transferred pursuant to Paragraph 6(a)(iii) will not constitute Performance Assurance. Any guaranty agreement executed by a Guarantor of a Party shall not constitute Performance Assurance hereunder.

3. Paragraph 3. Calculations of Collateral Requirement

Paragraph 3 is replaced in its entirety with the following:

(a) On any Calculation Date, the "Exposure Amount" for Party A shall be zero. On any Calculation Date, the “Exposure Amount” for Party B shall be equal to the sum of the Party B’s Exposure to Party A under each Confirmation between Party A and Party B pursuant to the Agreement. The Party having the greater Exposure Amount at any time (the “Secured Party”) shall be deemed to have a "Net Exposure" to the other Party equal to the Secured Party’s Exposure Amount.

(b) The "Collateral Requirement" for a Party (the “Pledging Party”) means the Secured Party’s Net Exposure minus the sum of:

(1) the amount of Cash previously Transferred to the Secured Party, the amount of Cash held by the Secured Party as Performance Assurance as a result of drawing under any Letter of Credit; plus

(2) the Collateral Value of each Letter of Credit and any other form of Performance Assurance (other than Cash) maintained by the Pledging Party for the benefit of the Secured Party; provided, however, that, the Collateral Requirement of a Party will be deemed to be zero (0) whenever the calculation of such Party’s Collateral Requirement yields a number less than zero (0).

4. Paragraph 4. Delivery of Performance Assurance

Paragraph 4 is replaced in its entirety with the following:

On any Calculation Date on which (a) no Event of Default or Potential Event of Default has occurred and is continuing with respect to the Secured Party, (b) no Early Termination Date has occurred or been designated as a result of an Event of Default with respect to the Secured Party for which there exist any unsatisfied payment Obligations, and (c) the Pledging Party’s Collateral Requirement equals or exceeds its Minimum Transfer Amount, then the Secured Party may demand that the Pledging Party Transfer to the Secured Party, and the Pledging Party shall, after receiving such notice from the Secured Party, Transfer, or cause to be Transferred to the Secured Party, Performance Assurance for the benefit of the Secured Party, having a Collateral Value at

least equal to the Pledging Party's Collateral Requirement. The amount of Performance Assurance required to be Transferred hereunder shall be rounded up to the nearest integral multiple of the Rounding Amount. Unless otherwise agreed in writing by the Parties, (i) Performance Assurance (if cash) demanded of a Pledging Party on or before the Notification Time on a Business Day shall be provided by the close of business on the next Business Day; (ii) Performance Assurance (if cash) demanded of a Pledging Party after the Notification Time on a Business Day shall be provided by the close of business on the second Business Day thereafter; (iii) Performance Assurance (other than cash) demanded of a Pledging Party on or before the Notification Time on a Business Day shall be provided by the close of business on the second Business Day thereafter; (iv) Performance Assurance (other than cash) demanded of a Pledging Party after the Notification Time on a Business Day shall be provided by the close of business on the third Business Day thereafter. Any Letter of Credit or other type of Performance Assurance (other than Cash) shall be Transferred to such address as the Secured Party shall specify and any such demand made by the Secured Party pursuant to this Paragraph 4 shall specify account information for the account to which Performance Assurance in the form of Cash shall be Transferred.

5. Paragraph 5. Reduction and Substitution of Performance Assurance

The term "Local Business Day" shall be amended to read "Business Day".

6. Paragraph 6. Administration of Performance Assurance

The term "Local Business Day" shall be amended to read "Business Day".

7. Paragraph 8. Disputed Calculations

Paragraph 8 is replaced in its entirety with the following:

(a) If the Pledging Party disputes the amount of Performance Assurance requested by the Secured Party and such dispute relates to the amount of the Net Exposure claimed by the Secured Party, then the Pledging Party shall (i) notify the Secured Party of the existence and nature of the dispute not later than the Notification Time on the first Business Day following the date that the demand for Performance Assurance is made by the Secured Party pursuant to Paragraph 4, and (ii) provide Performance Assurance to or for the benefit of the Secured Party in an amount equal to the Pledging Party's own estimate, made in good faith and in a commercially reasonable manner, of the Pledging Party's Collateral Requirement in accordance with Paragraph 4. In all such cases, the Parties thereafter shall promptly consult with each other in order to reconcile the two conflicting amounts. If the Parties have not been able to resolve their dispute on or before the second Business Day following the date that the demand is made by the Secured Party, then the Pledging Party shall pay the amount of the Performance Assurance and pursue remedies under the Agreement.

(b) If the Secured Party disputes the amount of Performance

Assurance to be reduced by the Secured Party and such dispute relates to the amount of the Net Exposure claimed by the Secured Party, then the Secured Party shall (i) notify the Pledging Party of the existence and nature of the dispute not later than the Notification Time on the first Business Day following the date that the demand to reduce Performance Assurance is made by the Pledging Party pursuant to Paragraph 5(a), and (ii) effect the reduction of Performance Assurance to or for the benefit of the Pledging Party in an amount equal to the Secured Party's own estimate, made in good faith and in a commercially reasonable manner, of the Pledging Party's Collateral Requirement in accordance with Paragraph 5(a). In all such cases, the Parties thereafter shall promptly consult with each other in order to reconcile the two conflicting amounts. If the Parties have not been able to resolve their dispute on or before the second Business Day following the date that the demand is made by the Pledging Party, then the Pledging Party shall pursue remedies under the Agreement.

8. Paragraph 10. Elections and Variables

Section VI, Subsection B is replaced in its entirety with the following:

B. Party B Eligibility to Hold Cash. (at Party A's option)

Party A elects that Performance Assurance in the form of Cash shall be held in a Qualified Institution in accordance with the provisions of Paragraph 6(a)(ii)(B) of the Collateral Annex. Party B shall pay to Party A in accordance with the terms of the Collateral Annex the amount of interest it receives from the Qualified Institution on any Performance Assurance in the form of Cash posted by Party A.

Party A elects that Party B hold Performance Assurance in the form of Cash provided that it is not a Defaulting Party. In the event that Party B is a Defaulting Party, this election shall revert to the first option above and all such funds held will be immediately transferred to a Qualified Institution.:

Party B Interest Rate.

Federal Funds Effective Rate - the rate for that day opposite the caption "Federal Funds (Effective)" as set forth in the weekly statistical release designated as H.15(519), or any successor publication, published by the Board of Governors of the Federal Reserve System.

Other - _____

9. Schedule 1 to the Collateral Annex (Letter of Credit)

The standard Letter of Credit (Schedule 1 to the Collateral Annex) is hereby amended as follows:

- a. The term "Master Purchase and Sale Agreement" shall be amended to read "Master Renewable Energy Certificate Purchase and Sale Agreement".

b. The seventh paragraph is replaced in its entirety with the following:

This Letter of Credit shall be governed by the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Publication No. 600 (the "UCP"), except to the extent that the terms hereof are inconsistent with the provisions of the UCP, including but not limited to Articles 14(b), 16(d) and 36 of the UCP, in which case the terms of this Letter of Credit shall govern.

c. The eighth paragraph is amended by deleting the reference to "Article 13(b)" and replacing it with "Article 14(b)".

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Party A Name

By: _____
Name: _____
Title: _____

Party B Name

By: _____
Name: _____
Title: _____

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: \$

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:

Guarantee Amount: \$

Events of Default; Remedies

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