

**Commonwealth Edison Company  
Renewable Energy Resource RFP  
Contract Term Sheet**

**The Master Renewable Energy Certificate Purchase and Sales Agreement (“REC Master Agreement”) is the basis for the contract.**

**Seller:** Winning Renewable Energy Resource (“RER”) RFP Bidder (Party A)

**Buyer:** Commonwealth Edison Company or “ComEd” (Party B or Counterparty)

**Effective Date:** Seven business days after bid submission date.

- The RER RFP Bidder submits a signed copy of the REC Master Agreement with its bid(s) on the bid submission date;
- The Procurement Administrator and the Procurement Monitor submit confidential reports to the Illinois Commerce Commission (“ICC”) regarding the results of the procurement event within two business days of the bid submission date;
- The ICC decides on whether to accept the results of the procurement event within two business days of the submission of the confidential reports;
- ComEd sends the Confirmation(s) to the winning RER RFP Bidder as soon as practicable and no later than the business day after the ICC decision approving the results of the procurement event;
- The winning RER RFP Bidder has one business day after receipt to execute and return the Confirmation(s) to ComEd.
- ComEd executes REC Master Agreement and Confirmation(s) upon receipt of Confirmation(s) and within three business days of ICC decision approving the results of the procurement event.

**Product:** Standard REC (a REC that includes all Environmental Attributes represented by renewable electricity generation associated with the REC)

**REC Vintage:** The renewable energy of each REC must be generated during the period from January 1, 2008 to May 31, 2009

**Product Categories:** Adjoining-State Wind, Adjoining-State Non-Wind, Illinois Wind, Illinois Non-Wind, Other State Wind, Other State Non-Wind

**Monthly Contract Quantity (for each Category):** XX,XXX RECs

**Purchase Price (Average Price) (for each Category):** \$XX.XX

**Delivery Months:** Each calendar month beginning June 2008 and ending May 2009

**Delivery Date:** The 10th of the second month following each Delivery Month. Deliveries must be made on or before each Delivery Date.

**ACP:** The highest applicable non-solar alternate compliance payment.

**Buyer's PJM EIS GATS Account:** XXXX

**Buyer's M-RETS Account:** XXXX

**Method of Transfer:** Transfer of RECs to Party B's PJM EIS GATS and/or M-RETS Account.

**Billing and Invoicing:** As soon as practicable after each Delivery Date, each party will render to the other Party an invoice for the payment obligations. All invoices shall be due and payable in accordance with each Party's invoice instructions on or before the twentieth (20th) day of the month for which the invoice is rendered. A Party may dispute the correctness of any invoice or any adjustment to an invoice for any arithmetic or computational error within twelve (12) months of the date of the invoice. Payment shall only be made for those RECs delivered or transferred to Party B's PJM EIS GATS and/or M-RETS account.

**Events of Default:** These events include failure of a Party to make payment (within three (3) Business Days after written notice) or perform, in addition to a Party making false representations, and becoming bankrupt.

**Credit and Collateral Requirements:** Performance Assurance Collateral will be posted by Party A in the form of a standard Letter of Credit or Cash in an amount that is the sum, for each Product, of the larger of either the difference between the ACP and the Price or ten (10) dollars, multiplied by the undelivered Monthly Contract Quantities for that Product.

**Confidentiality:** Neither Party shall disclose the terms or conditions of a Transaction to a third party (other than the Party's employees, lenders, counsel, accountants or advisors who have a need to know such information and have agreed to 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; provided, however, each Party shall, to the extent practicable, use reasonable efforts to prevent or limit the disclosure. 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)).