

Acceptable Changes to Energy Pre-Bid ILOC – Last Updated 4/26/10

Per footnote 1, bidders can mark the issuer's location in paragraphs 1, 5, and 9 if not in the Eastern time zone. Footnote 1 can be deleted as long as the instructions are followed.

Filling in the form by entering the Issuing Bank's location (in paragraph 1), the name of the bidder (in paragraph 2), the Issuing Bank and address (in paragraph 3), the facsimile and telephone numbers (in paragraph 4), the Issuing Bank's location in the definition of Business Day (in paragraph 11), and the Issuing Bank's State (in paragraph 12) are all acceptable changes.

2b) has a winning bid in the Procurement and has faileds to execute the applicable supplier contract(s) within three (3) business days of being notified that the Illinois Commerce Commission has approved the winning bid; or

2c) has a winning bid in the Procurement and has faileds to meet the creditworthiness requirements of the applicable contract(s) within three (3) business days of being notified that the Illinois Commerce Commission has approved the winning bid; or

10. Rule 3.14(a) of the International Standby Practices 1998 (International Chamber of Commerce Publication No. 590), ~~or any successor publication thereto~~ (the "ISP"), as it applies to this Letter of Credit is hereby modified to provide as follows:

If on the last Business Day for presentation the place for presentation stated in this Letter of Credit is for any reason closed, then the last day for presentation is automatically extended to the day occurring thirty calendar days after the place for presentation re-opens for business.

Rule 3.14(b) of the ISP is hereby modified by providing that any alternate place for presentation we may designate pursuant to this rule must be in the United States.

2a) has made any material omission or misrepresentation in any application submitted to participate in the Procurement of wholesale energy products for the period June 2010 – May 2013 ("Procurement"); or has violated any material provision, rule or requirement set forth in the Procurement documents; or

2b) has a winning bid in the Procurement and ~~failed~~ to execute the applicable supplier contract(s) within three (3) business days of being notified that the Illinois Commerce Commission has approved the winning bid; or

2c) has a winning bid in the Procurement and ~~failed~~ to meet the creditworthiness requirements of the applicable contract(s) within three (3) business days of being notified that the Illinois Commerce Commission has approved the winning bid; or

8. Partial drawings ~~are~~ is permitted hereunder and multiple ~~drawings~~ presentations are permitted hereunder. The amount available for drawing by you under this Letter of Credit shall be automatically reduced to the extent of the amount of any drawings referencing this Letter of Credit was previously paid by us. Presentation of demands for drawings in amounts that exceed the amount available to be drawn hereunder shall not be deemed a failure to comply with the requirements of Paragraph 3 hereof, provided that the amounts payable on any such demand shall thus be limited to the amount then available to be drawn under this Letter of Credit.

14. We certify that as of the date of issuance of this Letter of Credit, our senior unsecured long-term debt is rated "A" or better by Standard & Poor's, "A2" or better by Moody's Investors Service, and, if rated by Fitch Ratings, "A" or better by Fitch Ratings. ~~If a foreign bank, we certify we are a U.S. branch office of such foreign bank and that as of the date of issuance of this Letter of Credit, our senior unsecured long term debt is rated "A" or better by Standard & Poor's, "A2" or better by Moody's Investors Service, and, if rated by Fitch Ratings, "A" or better by Fitch Ratings.~~ **[This language can only be deleted by issuing banks that are not foreign banks.]**

14. We certify that as of the date of issuance of this Letter of Credit, our senior unsecured long-term debt is rated "A" or better by Standard & Poor's, "A2" or better by Moody's Investors Service, and, if rated by Fitch Ratings, "A" or better by Fitch Ratings. If a foreign bank, we certify we are a U.S. ~~branch~~ agency office of such foreign bank and that as of the date of issuance of this Letter of Credit, our senior unsecured long-term debt is rated "A" or better by Standard & Poor's, "A2" or better by Moody's Investors Service, and, if rated by Fitch Ratings, "A" or better by Fitch Ratings.

4. Drafts, document(s) and other communications hereunder may be presented or delivered to us by facsimile transmission. Presentation of documents to effect a draw by facsimile must be made to the following facsimile number: _____, and confirmed by telephone to us at the following number(s): _____. In the event of a presentation via facsimile transmission, no mail confirmation is necessary and the facsimile transmission will constitute the operative drawing documents. However, in the event of a full or final drawing, the original letter of credit must be returned to us via overnight delivery at time of fax presentation.
