

Amendment Agreement Adopting the Conversion Convention for an Into ComEd Product

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**AMENDMENT AGREEMENT ADOPTING THE
CONVERSION CONVENTION FOR AN INTO COMMONWEALTH EDISON
COMPANY (“COMED”) PRODUCT**

This Amendment Agreement (this “Amendment”) is made this ___ day of February 2004, by and between [party A] a _____ corporation (“_____”), and [Party B], a _____ corporation (“_____”).

BACKGROUND

WHEREAS, [Party A] and [Party B] are parties to that certain EEI/NEMA Power Purchase and Sale Master Agreement dated as of _____, 200_, (the ”Master Agreement”); and

WHEREAS, the PJM Interconnection, LLC (“PJM”) expansion to include the Commonwealth Edison Company’s control area is likely to alter the rights, duties and commercial risks of pre-existing transactions for an “Into ComEd” product as defined in the Master Agreement; and

WHEREAS, the Edison Electric Institute (“EEI”) has published a “Conversion Convention For An Into ComEd Product” on its website (www.eei.org) dated _____, 2004 which enables parties to amend the Master Agreement to confirm their intentions with respect to certain matters arising in connection with the impact of PJM’s expansion on the “Into ComEd” product; and

WHEREAS, the parties desire to amend the Master Agreement to adopt the Conversion Convention.

NOW, THEREFORE, for the above reasons, in consideration of the mutual covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Adoption. The parties agree that on the date that operational control of the ComEd control area is transferred to the PJM and PJM begins to operate an LMP market (the “Effective Date”) the definitions and provisions contained in the Conversion Convention published by the EEI on _____, 2004, are incorporated into and applied to the Master Agreement. References in those definitions and provisions to the Master Agreement will be deemed to be references to this Amendment.
2. The Parties agree that the Fixed Delivery Point(s) for the Into ComEd Transactions between them shall be as set forth in Schedule A, which is attached hereto and incorporated herein for all purposes.
3. The Parties agree that the Conversion Price, if any, shall be as set forth in Schedule A hereto.

4. Voidability. Neither PJM's expansion to include Commonwealth Edison Company's control area nor the execution and delivery of this Amendment by the parties shall operate to void, terminate or cancel any Transaction entered into between parties, nor shall the expansion of PJM to encompass Commonwealth Edison Company or execution and delivery of this Amendment be deemed to impair the performance by either party under the Master Agreement.

5. Entire Agreement. This Amendment, the Master Agreement and the Conversion Convention comprise the entire understanding of the parties with respect to the subject matter hereof, and supercedes all prior or other negotiations, representations, understandings and agreements of, by or among the parties, express or implied, oral or written. The express terms of this Amendment control and supercede any course of performance and/or customary practice inconsistent with such terms. Any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this Amendment unless such agreement is in writing and signed by the party against whom enforcement of such change, modification, discharge or abandonment is sought.

6. Governing Law. THIS AMENDMENT 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 DESIGNATED IN THE MASTER AGREEMENT, 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 AMENDMENT.

7. Waiver. Any parties' failure to enforce strictly any provisions of this Amendment shall not be construed as a waiver thereof, or as excusing either party from future performance. Any waiver, to be effective, must be in writing and signed by the party against whom it is sought to be enforced.

8. Successors and Assigns. This Amendment shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties hereto.

9. Counterparts. This Amendment may be executed in any number of counterparts and by each party on a separate counterpart or counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

[Party A]

[Party B]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

<u>SCHEDULE A</u>								
Agreement Date	Quantity (MWH)	Price (\$)	Seller Trans. Id. #	Buyer Trans. Id. #	Delivery Period (Dates)	Fixed Delivery Point	Conversion Price Paid By	
							Buyer (\$)	Seller (\$)
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
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24.								
25.								

MARKET PARTICIPANTS CONSIDERING USE OF THIS OR ANY SIMILAR AMENDMENT ARE ENCOURAGED TO CONSULT THEIR OWN LEGAL COUNSEL TO ENSURE THAT THEIR COMMERCIAL OBJECTIVES WILL BE ACHIEVED AND THEIR LEGAL RIGHTS AND INTERESTS ADEQUATELY PROTECTED.