

**STATE OF ILLINOIS  
ILLINOIS COMMERCE COMMISSION**

Illinois Commerce Commission	)	
On Its Own Motion	)	
	)	
In re Proposed Contracts between Chicago	)	
Clean Energy, Inc. and Ameren Illinois	)	Docket No. 11-0710
Company and Between Chicago Clean	)	
Energy, Inc. and Northern Illinois Gas	)	
Company for the Purchase and Sale of	)	
Substitute Natural Gas Under the Provisions	)	
of Illinois Public Act 97-0096.	)	

**EXHIBIT**

## EXHIBIT 2

### **IPA OBJECTIONS TO REVISIONS INCLUDED IN CHICAGO CLEAN ENERGY, LLC'S 12-14-11 CORRECTED VERSION OF THE SOURCING AGREEMENT**

<b><u>Section/Subsection Changed</u></b>	<b><u>Revision</u></b>	<b><u>CCE Reason for Revision</u></b>	<b><u>Illinois Power Agency Comments</u></b>
2.1(b)	Inserts "Applicable".	Scrivener's Error	The IPA objects to the proposed change as it is not a scrivener's error. The IPA selected Ameren's proposed terms for Section 2.1(b), which did not include the word "Applicable". The proposed change is thus a substantive alteration to the Form SNG Agreement circulated by the IPA.
2.2(b), (c), (e)	Inserts "Applicable" throughout the provision.	Scrivener's Error	The IPA objects to the proposed change as it is not a scrivener's error. The IPA selected Ameren's proposed terms for Section 2.2, which did not include the word "Applicable". The proposed change is thus a substantive alteration to the Form SNG Agreement circulated by the IPA.
3.3(a)(xi)	Corrects reference within 3.3(a)(xi) to refer to 3.3(a)(v) and inserts title "Notices by Seller and Buyer During Period Prior to the Commercial Production Date" in parenthetical.	Scrivener's Error	The IPA has no objection to the correction of 3.3(a)(xi) to refer to 3.3(a)(v). However, the parenthetical title inserted after reference to 3.3(a)(v) is the title for 3.3 a whole, an inaccurate reference that should not be included.
4.2	Inserts the word "Conforming" before SNG, and adds "or is not delivered to."	Scrivener's Error	The IPA objects to the proposed change, as it is not a scrivener's error. No party proposed the insertion of the word "Conforming" to Section 4.2, and the addition will alter the meaning of Section 4.2.

			Accordingly, the change is not a scrivener's error. In addition, adding the language "or is not delivered to" changes the meaning of Section 4.2. Both changes are substantive alterations to the contract.
5.1	Insertion of "Applicable"	Scrivener's Error	The IPA objects to the change as the deletion of "Applicable" was not a Scrivener's error. The IPA accepted Ameren's version of Section 5.1, which deleted the word "Applicable." The change is thus a substantive alteration to the Form SNG Agreement circulated by the IPA.
5.1	Replaces "accepted at" with "delivered to."	Scrivener's Error	The IPA objects to the proposed change as it is not a scrivener's error. The insertion of the words "delivered to" change the substantive meaning of 5.1, and are thus a substantive alteration to the Form SNG Agreement circulated by the IPA.
6.1(b)	Changes "notice to proceed to construction" to "Notice to Proceed."	Scrivener's Error	The IPA objects to the proposed change as it is not a scrivener's error. The IPA accepted Ameren's proposal changing "Notice to Proceed" to "notice to proceed to construction." The proposed change is thus a substantive alteration to the Form SNG Agreement circulated by the IPA.
12.5(a)	Changes reference to "Section 2.2(B)" to "Section 2.2"	Scrivener's Error	The IPA objects to the proposed change as the inserted reference does not appear to be correct.
12.5(b)	Inserts "(Sale)" after 2.3(c).	Scrivener's Error	The IPA objects to the proposed change as the inserted reference does not appear to be correct.
12.7(a)	Changes "notice to proceed to construction" to "Notice to Proceed."	Scrivener's Error	The IPA objects to the proposed change as it is not a scrivener's error. The IPA accepted Ameren's proposal changing "Notice to Proceed" to "notice to proceed to construction." The proposed change is thus a substantive alteration to the Form SNG Agreement circulated by the IPA.
14.1(b)	Deletes "and Buyer" from	Scrivener's Error	The IPA objects to the proposed change as it is not

	provision.		a scrivener's error. The IPA intended to require the Buyer to approve any non-disturbance agreement. CCE's proposed deletion of the words "and Buyer" would constitute a material change.
14.1(b)	Inserts "form and substance reasonably acceptable to the Financing Parties."	Scrivener's Error	The IPA objects to the proposed change as it is not a scrivener's error.
14.20	Deletes non-severability provision.	Termination Provision (inconsistent with P.A. 97-0630)	The IPA objects to the proposed change as it is not inconsistent with P.A. 97-0630.
Definition of "Annualized Daily Average"	Adds definition of "Annualized Daily Average"	Scrivener's Error	The IPA objects to the proposed change as it is not a scrivener's error. The term "Annualized Daily Average", used in the Form SNG Agreement was a scrivener's error, and should have said "Maximum DCQ". Therefore, no definition of "Annualized Daily Average" is required or appropriate. See IPA Ex. 2.
Definition of "Maximum DCQ"	Deletes "of the Buyer's Allocated Percentage".	Scrivener's Error	The IPA objects to the proposed change as it is not a scrivener's error. Ameren's proposed definition for "Maximum DCQ" contained the words "of the Buyer's Allocated Percentage", and the IPA selected Ameren's proposal for this definition. The proposed change is thus a substantive alteration to the Form SNG Agreement circulated by the IPA.
Definition of "Monthly Delivered Quantity"	Inserts "Applicable" in the definition.	Scrivener's Error	The IPA objects to the proposed change as the deletion of "Applicable" was not a scrivener's error. The IPA selected Ameren's proposed definition, for "Monthly Delivered Quantity", which did not include the word "Applicable" The proposed change is thus a substantive alteration to the Form SNG Agreement circulated by the IPA.

Definition of “Title Transfer Point”	Replaces “is defined” with “has the meaning specified.”	Scrivener’s Error	The IPA objects to the proposed change as it is not a scrivener’s error. No party proposed the change now made by CCE, accordingly the change is not a scrivener’s error.
Definition of “Transportation and Marketing Component”	Replaces “is defined” with “has the meaning specified.”	Scrivener’s Error	The IPA objects to the proposed change as it is not a scrivener’s error. No party proposed the change now made by CCE, accordingly the change is not a scrivener’s error.