

ATTACHMENT A
Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, dated as of April 30, 2015 (this "**Agreement**"), is made and entered into by and between EDF Energy Services, LLC, a Delaware limited liability company ("**EDF Energy**"), and EDF Industrial Power Services (IL), LLC, a Texas limited liability company ("**EDF IL**"). EDF Energy and EDF IL are collectively referred to herein as the "**Parties**."

RECITALS:

A. WHEREAS, EDF Trading North America, LLC, a Texas limited liability company, owns all the outstanding membership interests in EDF IL (the "**Membership Interests**"); and

B. WHEREAS, the sole members of each of EDF Energy and EDF IL, in accordance with Section 18-209 of the Delaware Limited Liability Company Act (the "**DE LLC Act**") and Sections 10.002 and 101.356 of the Texas Business Organizations Code (the "**TBOC**"), respectively, have unanimously determined it would be advisable and in the best interests of EDF Energy and EDF IL for EDF IL to merge with and into EDF Energy, on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual agreements herein set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I THE MERGER

1.1. **Merger.** At the Effective Time (as defined below), and subject to and upon the terms and conditions of this Agreement, the DE LLC Act and the TBOC, EDF IL will be merged with and into EDF Energy (the "**Merger**"), the separate legal existence of EDF IL will cease and EDF Energy will continue as the surviving entity (the "**Surviving LLC**").

1.2. **Effective Time.** The parties will cause the Merger to be consummated by filing (i) a certificate of merger (the "**DE Certificate**") with the Secretary of State of the State of Delaware as provided for in Section 18-209 of the DE LLC Act, to be effective on the date of filing (the "**Effective Time**") and (ii) a certificate of merger (the "**TX Certificate**" and together with the DE Certificate, the "**Certificates**") with the Secretary of State of the State of Texas as provided for in Section 1.002(55)(B) of the TBOC, to be effective on the date of filing. The Parties agree that the Certificates shall be filed on the same day, which shall be within 5 business days of the approval of EDF Energy's ARES application by the Illinois Commerce Commission (the "**ICC Approval**").

ARTICLE II EFFECTS OF THE MERGER

2.1. **Effects of Merger.** At the Effective Time, the effect of the Merger will be as provided in this Agreement, the Certificates and the applicable provisions of the DE LLC Act

and the TBOC. Without limiting the generality of the foregoing, at the Effective Time all property, rights, privileges and powers of EDF Energy and EDF IL will vest in the Surviving LLC and all liabilities and obligations of EDF Energy and EDF IL will become the liabilities and obligations of the Surviving LLC. At the Effective Time, by virtue of the Merger and without any action on the part of any members of EDF IL or members of EDF Energy, all Membership Interests in EDF IL shall no longer be outstanding, shall automatically be canceled and shall cease to exist, and each holder of any Membership Interests in EDF IL immediately prior to the Effective Time shall cease to have any rights with respect thereto.

2.2. Certificate of Formation. The certificate of formation of EDF Energy in effect immediately prior to the Effective Time will be the certificate of formation of the Surviving LLC (the "*Certificate of Formation*") from and after the Effective Time until amended in accordance with its terms and the DE LLC Act. The name of the Surviving LLC shall remain EDF Energy Services, LLC.

2.3. Operating Agreement. EDF Energy has not adopted an operating agreement, limited liability company agreement or other governing document and is therefore governed entirely by the DE LLC Act. The Surviving LLC will continue to be governed entirely by the DE LLC Act from and after the Effective Time until amended in accordance with the Certificate of Formation and the DE LLC Act.

2.4. Managers. The members of the board of managers of EDF Energy holding office immediately prior to the Effective Time will be the members of the board of managers of the Surviving LLC from and after the Effective Time, with each such person to serve as a manager of the Surviving LLC for the remainder of the term for which such person was elected and qualified or until his or her earlier death, resignation or removal in accordance with the Certificate of Formation, the Operating Agreement and the DE LLC Act.

2.5. Officers. The officers of EDF Energy holding office immediately prior to the Effective Time will be the officers of the Surviving LLC from and after the Effective Time, with each such person to serve in the office or offices held with EDF Energy until his or her successor or successors are duly elected and qualified or until his or her earlier death, resignation or removal in accordance with the Certificate of Formation, the Operating Agreement and the DE LLC Act.

ARTICLE III MISCELLANEOUS

3.1. Amendment. At any time prior to the ICC Approval, this Agreement may be amended by a written agreement signed by the Parties.

3.2. Termination. At any time prior to the ICC Approval, this Agreement may be terminated and abandoned by the sole member of EDF IL or the sole member of EDF Energy.

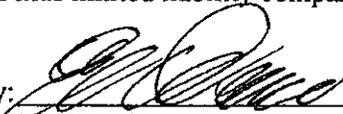
3.3. Entire Agreement. This Agreement contains the entire agreement among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements among the Parties with respect to those matters.

3.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original but all of which together will constitute one agreement.

[Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, EDF IL and EDF Energy have each caused this Agreement to be signed by a duly authorized person as of the date first above written.

EDF Industrial Power Services (IL), LLC,
a Texas limited liability company

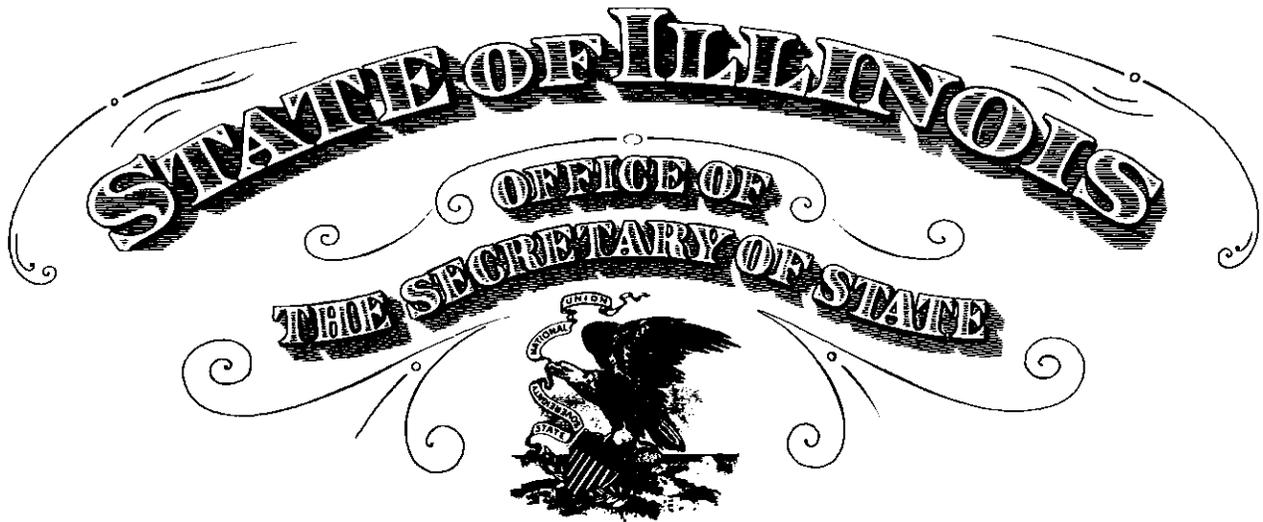
By: 
Eric Dennison,
SVP, General Counsel and Secretary

EDF Energy Services, LLC,
a Delaware limited liability company

By: 
Eric Dennison,
Secretary, Senior Vice President

ATTACHMENT B

License to Transact Business in the State of Illinois



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

EDF ENERGY SERVICES, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON JUNE 24, 2014, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 4TH day of MAY A.D. 2015 .

Jesse White

ATTACHMENT C

Proof of Notification of Intent to Serve



EDF Energy Services, LLC

4700 W. Sam Houston Pkwy N., Suite 250
Houston, Texas, TX 77041

T +1 281 781 0333
F +1 281 781 0360

April 14 2015

Mr. Thomas S. O'Neill
Senior Vice President & General Counsel
Commonwealth Edison Company
440 S. LaSalle St., Ste. 3300
Chicago, IL 60605

Dear Mr. O'Neill:

EDF Energy Services, LLC will be consolidating, as part of an internal corporate reorganization, EDF Industrial Power Services (IL), LLC into EDF Energy Services, LLC. EDF Energy Services, LLC will be seeking authorization from the Illinois Commerce Commission to serve retail customers as an Alternative Retail Electric Supplier ("ARES") in Commonwealth Edison Company's service territory. Once the consolidation is effective and EDF Energy Services, LLC has received the requisite authorizations, EDF Energy Services, LLC will replace EDF Industrial Power Services (IL), LLC as the retail electric supplier for its customers, which are non-residential retail customers across Illinois.

EDF Energy Services, LLC is headquartered in Houston, Texas and has an in-state designated agent, Capitol Corporate Services, Inc., at 1315 W. Lawrence Ave., Springfield, IL 62704. EDF Energy Services Federal Employer Identification Number is 20-5936915.

If you have any questions regarding this notice, please contact me at (281) 653-1730.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Dennison".

Eric Dennison
Senior Vice President, General Counsel and Secretary



EDF Energy Services, LLC
4700 W. Sam Houston Pkwy N., Suite 250
Houston, Texas, TX 77041
T +1 281 781 0333
F +1 281 781 0360

April 14, 2015

Mr. Brice A. Sheriff
Ameren Illinois Company d/b/a Ameren Illinois
200 W. Washington St.
Springfield, IL 62701-1117

Dear Mr. Sheriff:

EDF Energy Services, LLC will be consolidating, as part of an internal corporate reorganization, EDF Industrial Power Services (IL), LLC into EDF Energy Services, LLC. EDF Energy Services, LLC will be seeking authorization from the Illinois Commerce Commission to serve retail customers as an Alternative Retail Electric Supplier ("ARES") in Ameren Illinois Company's service territory. Once the consolidation is effective and EDF Energy Services, LLC has received the requisite authorizations, EDF Energy Services, LLC will replace EDF Industrial Power Services (IL), LLC as the retail electric supplier for its customers, which are non-residential retail customers across Illinois.

EDF Energy Services, LLC is headquartered in Houston, Texas and has an in-state designated agent, Capitol Corporate Services, Inc., at 1315 W. Lawrence Ave., Springfield, IL 62704. EDF Energy Services Federal Employer Identification Number is 20-5936915.

If you have any questions regarding this notice, please contact me at (281) 653-1730.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Denhison".

Eric Denhison
Senior Vice President, General Counsel and Secretary

ATTACHMENT D

License or Permit Bond

License or Permit Bond

Bond No 0109806
Berkley Regional Insurance Company
11201 Douglas Ave. Urbandale, IA

KNOW ALL MEN BY THESE PRESENTS, That we, Eagle Industrial Power Services (IL), LLC as Principal, and Berkley Regional Insurance company, a Delaware Corporation, and authorized to do business in Illinois, as Surety, are held and firmly bound unto THE PEOPLE OF THE STATE OF ILLINOIS as Obligee, in the sum of **One Hundred Fifty Thousand and No/100(\$150,000.00)**, for which sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, That WHEREAS, the Principal has been or is about to be granted a license or permit to do business to operate as an ARES (Alternative Retail Electric Supplier) under 220 ILCS 5/16-115 and is required to execute this bond under 83 Illinois Administrative Code Part 451.50 by the Obligee.

NOW, Therefore, if the Principal fully and faithfully perform all duties and obligations of the Principal as an ARES, then this obligation to be void; otherwise to remain in full force and effect.

This bond may be terminated as to future acts of the Principal upon thirty (30) days written notice by the Surety; said notice to be sent to 527 East Capitol Avenue, Springfield, Illinois 62701, of the aforesaid State of Illinois, by certified mail.

Dated this 16th day of October, 2009

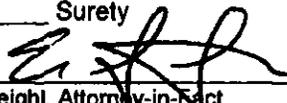
Eagle Industrial Power Services (IL), LLC Principal

by:


MARK SIISMETS, VP

Berkley Regional Insurance Company Surety

by:


Eric S. Feighl, Attorney-in-Fact

POWER OF ATTORNEY
 BERKLEY REGIONAL INSURANCE COMPANY
 WILMINGTON, DELAWARE

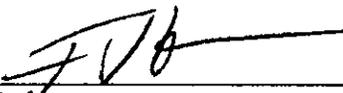
NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY REGIONAL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, Connecticut, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Phillip N. Bair, Vicie Coleman, Eric S. Feigl or Phyllis Ramirez of John L. Wortham & Son, L.P. of Houston, TX, or Brian M. Lebow, Allyson Dean or Carmen Mims of John L. Wortham & Son, L.P. of Dallas, TX* its true and lawful Agent and Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver: *any and all bonds and undertakings providing that no single obligation shall exceed Fifteen Million and 00/100 Dollars (\$15,000,000.00)* and to bind the Company thereby as fully and to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on August 21, 2000:

- "RESOLVED, that the proper officers of the Company are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and further
- RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further
- RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further
- RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 27 day of August, 2005.

Attest:		Berkley Regional Insurance Company
(Seal) By	Ira S. Lederman Senior Vice President & Secretary	By <u>Robert P. Cole</u> Robert P. Cole Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
 COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 23 day of August, 2005, by Robert P. Cole and Ira S. Lederman who are sworn to me to be the Senior Vice President, and the Senior Vice President and Secretary, respectively, of Berkley Regional Insurance Company.

EILEEN K. KILLEEN
 NOTARY PUBLIC
 MY COMMISSION EXPIRES 6/30/2007

Eileen K. Killeen
 Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY REGIONAL INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 16th day of October, 2009.

(Seal) John F. Beers
 John F. Beers

*Berkley Regional Insurance Company
Carolina Casualty Insurance Company*

**NOTICE
Surety Bond Disclosure
Notice of Terrorism Insurance Coverage**

Coverage for acts of terrorism, as defined in the Terrorism Risk Insurance Act of 2002 (the "Act"), is included in your surety bond. You should know that, effective November 26, 2002, any losses caused by certified acts of terrorism, as defined in the Act, would be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 90% of covered terrorism losses exceeding the statutory established deductible paid by the surety company providing the coverage. The portion of your bond premium that is attributable to coverage for acts of terrorism, as defined in the Act: \$0.00.

This Endorsement is to be
Attached to bond # 0109806
And to become a part of the bond.

NAME CHANGE RIDER

To be attached to and become a part of Bond Number 0109806 issued by BERKLEY INSURANCE COMPANY, as surety on behalf of EDF Industrial Power Services (IL), LLC, as Principal, in favor of People of the State of Illinois, as Obligee.

IT IS HEREBY AGREED, that the Surety gives its consent to the change of the Principal's

Name:

FROM: **EDF Industrial Power Services (IL), LLC**

TO: **EDF Energy Services, LLC**

PROVIDED, HOWEVER, that the liability of the Surety under said bond and as changed by this rider shall not be cumulative.

Signed, Sealed and dated: February 17, 2015.

EDF Energy Services, LLC

Brett M. Carroll

Principal

BERKLEY INSURANCE COMPANY

Eric S. Feigl,

Eric S. Feigl,

[Signature]

, Attorney-in-Fact

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Philip N. Bair, Eric S. Feigl or Phyllis Ramirez of John L. Wortham & Son, L.P. of Houston, TX* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, LLC, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 11 day of September, 2012.

Attest:

Berkley Insurance Company

By [Signature]

By [Signature]

Ira S. Lederman
Senior Vice President & Secretary

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 11 day of September, 2012, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

EILEEN KILLEEN
NOTARY PUBLIC, STATE OF CONNECTICUT
MY COMMISSION EXPIRES JUNE 30, 2017

[Signature]
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 17th day of February, 2015.

(Seal)

[Signature]
Andrew M. Tuma

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.



- Reports & Publications
- Reports & Statements
- Reference & Guidance
- FAST Book
- Financial Management and Standardization
- Fiscal Service Data Registry
- Surety Bonds
- Background**
- Getting Started**
- Certified Companies**
- Admitted Reinsurers**
- Sureties Listing**
- Forms**
- Regulations & Guidance**
- Correspondence**
- Contacts**
- Gold Book
- Green Book
- US Standard General Ledger (USSGL)
- Publications



Department of the Treasury's Listing of Certified Companies

- [Certified Companies](#)
- [Certified Reinsurer Companies](#)
- [Footnotes](#)
- [Notes](#)
- [States Insurance Departments](#)
- [Supplemental Changes to Circular 570](#)

Download the complete listing of [Certified Companies](#) (228 KB)

A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q | R | S | T | U | V | W | X | Y | Z

A

ACCREDITED SURETY AND CASUALTY COMPANY, INC. (NAIC #26379)

BUSINESS ADDRESS: PO Box 140855, Orlando, FL 32814 - 0855. PHONE: (407) 629-2131. UNDERWRITING LIMITATION b/: \$2,062,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Florida.

ACE American Insurance Company (NAIC #22667)

BUSINESS ADDRESS: 436 Walnut Street P.O. Box 1000, Philadelphia, PA 19106. PHONE: (215) 640-1000. UNDERWRITING LIMITATION b/: \$267,699,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Pennsylvania.

ACE Property and Casualty Insurance Company (NAIC #20699)

BUSINESS ADDRESS: 436 WALNUT STREET, P.O. Box 1000, Philadelphia, PA 19106. PHONE: (215) 640-1000. UNDERWRITING LIMITATION b/: \$192,047,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI. INCORPORATED IN: Pennsylvania.

ACSTAR INSURANCE COMPANY (NAIC #22950)

BUSINESS ADDRESS: 30 SOUTH ROAD, FARMINGTON, CT 06032. PHONE: (860) 415-8400. UNDERWRITING LIMITATION b/: \$2,890,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Illinois.

Aegis Security Insurance Company (NAIC #33898)

BUSINESS ADDRESS: P.O. Box 3153, Harrisburg, PA 17105. PHONE: (717) 657-9671. UNDERWRITING LIMITATION b/: \$5,149,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Pennsylvania.

ALL AMERICA INSURANCE COMPANY (NAIC #20222)

BUSINESS ADDRESS: 800 S. Washington Street, VAN WERT, OH 45891 - 2357. PHONE: (419) 238-1010. UNDERWRITING LIMITATION b/: \$12,470,000. SURETY LICENSES c,f/: AZ, CA, CT, GA, IL, IN, IA, KY, MA,

BUSINESS ADDRESS: P.O. BOX 469011, SAN ANTONIO, TX 78246. PHONE: (800) 470-7958.
 UNDERWRITING LIMITATION b/: \$40,936,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Illinois.

ASPEN AMERICAN INSURANCE COMPANY (NAIC #43460)

BUSINESS ADDRESS: 175 Capital Boulevard, Suite 300, Rocky Hill, CT 06067. PHONE: (860) 258-3500.
 UNDERWRITING LIMITATION b/: \$25,752,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Texas.

Associated Indemnity Corporation (NAIC #21865)

BUSINESS ADDRESS: 777 San Marin Drive, Novato, CA 94998. PHONE: (415) 899-2000. UNDERWRITING LIMITATION b/: \$8,231,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WY. INCORPORATED IN: California.

Atlantic Specialty Insurance Company (NAIC #27154)

BUSINESS ADDRESS: 601 Carlson Parkway, Suite 700, Minnetonka, MN 55305. PHONE: (781) 332-7000.
 UNDERWRITING LIMITATION b/: \$66,581,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: New York.

Auto-Owners Insurance Company (NAIC #18988)

BUSINESS ADDRESS: P.O. BOX 30660, LANSING, MI 48909 - 8160. PHONE: (517) 323-1200.
 UNDERWRITING LIMITATION b/: \$751,176,000. SURETY LICENSES c,f/: AL, AZ, AR, CO, FL, GA, ID, IL, IN, IA, KS, KY, MI, MN, MS, MO, NE, NV, NM, NC, ND, OH, OR, PA, SC, SD, TN, UT, VA, WA, WI. INCORPORATED IN: Michigan.

AXIS Insurance Company (NAIC #37273)

BUSINESS ADDRESS: 11680 Great Oaks Way, Ste. 500, Alpharetta, GA 30022. PHONE: (678) 746-9400.
 UNDERWRITING LIMITATION b/: \$52,622,000. SURETY LICENSES c,f/: AL, AK, AS, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Illinois.

AXIS Reinsurance Company (NAIC #20370)

BUSINESS ADDRESS: 11680 Great Oaks Way, Suite 500, Alpharetta, GA 30022. PHONE: (678) 746-9400.
 UNDERWRITING LIMITATION b/: \$82,269,000. SURETY LICENSES c,f/: AL, AK, AS, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: New York.

[⬆ Back To Top](#)

B

Bankers Insurance Company (NAIC #33162)

BUSINESS ADDRESS: P.O. BOX 15707, ST. PETERSBURG, FL 33733. PHONE: (727) 823-4000.
 UNDERWRITING LIMITATION b/: \$5,632,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Florida.

Bankers Standard Insurance Company (NAIC #18279)

BUSINESS ADDRESS: 436 WALNUT STREET, P.O. Box 1000, Philadelphia, PA 19106. PHONE: (215) 640-1000. UNDERWRITING LIMITATION b/: \$13,206,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SD, TN, TX, UT, VT, VA, WA, WI, WY. INCORPORATED IN: Pennsylvania.

Beazley Insurance Company, Inc. (NAIC #37540)

BUSINESS ADDRESS: 30 Batterson Park Road, Farmington, CT 06032. PHONE: (860) 677-3700.
 UNDERWRITING LIMITATION b/: \$12,193,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Connecticut.

Berkley Insurance Company (NAIC #32603)

BUSINESS ADDRESS: 475 STEAMBOAT ROAD, GREENWICH, CT 06830. PHONE: (203) 542-3800.
 UNDERWRITING LIMITATION b/: \$405,926,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Delaware.

Berkley Regional Insurance Company (NAIC #29580)

BUSINESS ADDRESS: 11201 Douglas Avenue, Urbandale, IA 50322. PHONE: (515) 473-3137.
 UNDERWRITING LIMITATION b/: \$64,318,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY. INCORPORATED IN: Delaware.

PUBLIC VERSION

ATTACHMENT E-1

Financial Qualifications

**CONFIDENTIAL AND PROPRIETARY
INFORMATION REMOVED**

ATTACHMENT E-2

Unconditional Guarantee

PARENT GUARANTEE

This Parent Guarantee (this "Guarantee") is provided on behalf of Eagle Industrial Power Services (IL), LLC ("Party A") in favor of Illinois Power Company d/b/a AmerenIP, Central Illinois Public Service Company d/b/a AmerenCIPS, and Central Illinois Light Company d/b/a AmerenCILCO (individually and/or collectively "Party B"). This Guarantee is provided to Party B in satisfaction of the requirements set forth in Title 83: Public Utilities Chapter 1: Illinois Commerce Commission Subchapter c: Electric Utilities Part 451 Certification of Alternative Retail Electric Suppliers Section 451.220 Subpart C (the "Regulations"). For value received, and in consideration of the financial accommodation accorded to Party A by Party B and otherwise as required by the Regulations, EDF TRADING LIMITED, a company organized and existing under the laws of England and Wales ("Guarantor"), hereby agrees to the following:

(a) Guarantor hereby unconditionally guarantees to Party B the due and punctual payment of all amounts payable by Party A as required by the Regulations (the "Obligations") when and as Party A's Obligations thereunder shall become due and payable in accordance with the terms of the Regulations (whether at maturity, by acceleration or otherwise) with such amounts not to exceed Thirty Million Dollars (\$30,000,000.00) in the aggregate. Guarantor hereby agrees that within ten (10) business days of written demand by Party B, Guarantor shall pay or cause to be paid any such amounts that are due and payable to Party B.

(b) Guarantor hereby agrees that its obligations under this Guarantee constitute a guarantee of payment when due and not of collection.

(c) Guarantor hereby agrees that its obligations under this Guarantee shall be unconditional, irrespective of the validity, regularity or enforceability of the any agreement between Party B and Party A and any modification of the Regulations, the absence of any action to enforce Party A's Obligations, any waiver or consent by Party B with respect to any provisions thereof, the entry by Party A and Party B into any amendments to any agreement contemplated by the Obligations, or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor (excluding the defense of payment or statute of limitations, neither of which is waived) provided, however, that Guarantor shall be entitled to exercise any right that Party A could have exercised or assert any defense that Party A could have asserted with respect to any of the Obligations or the Regulations or to setoff, counterclaim or withhold payment in respect of any non-performance by Party B, but only to the extent such right is provided to Party A under the Regulations or under other agreements with Party B.

(d) This Guarantee shall remain in full force and effect in accordance with the requirements of the Regulations.

(e) Guarantor further agrees that this Guarantee shall continue to be effective or be reinstated, as the case may be, if at any time, payment, or any part thereof, of any obligation or interest thereon is rescinded or must otherwise be restored under the provisions of the Regulations.

(f) Guarantor hereby waives (i) promptness, diligence, presentment, demand of payment, protest, order and, except as set forth in paragraph (a) hereof, notice of any kind in connection with this Guarantee, or (ii) any requirement that Party B or any other third party beneficiary exhaust any right to take any action against Party A or any other person prior to or contemporaneously with proceeding to exercise any right against Guarantor under this Guarantee.

(g) Guarantor shall have no right of subrogation with respect to any payments made under this Guarantee until all Obligations are paid in full.

(h) Guarantor represents and warrants that:

i. Guarantor is a corporation duly incorporated, validly existing and in good standing under the laws of England and Wales;

ii. Guarantor has the legal capacity and the legal right to execute and deliver this Guarantee and to perform Guarantor's obligations hereunder;

iii. no consent or authorization of, filing with, or other act by or in respect of, any governmental authority and no consent of any other person (including, without limitation, any creditor of Guarantor) is required in connection with the execution, delivery, performance, validity or enforceability of this Guarantee;

iv. this Guarantee has been duly executed and delivered by Guarantor and constitutes a legal, valid and binding obligation of Guarantor enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws; and

v. the execution, delivery and performance of this Guarantee will not violate any provision of the certificate of incorporation, by laws or other organizational documents of Guarantor, or any law, treaty, rule or regulation or determination of an arbitrator, a court or other governmental authority, applicable to or binding upon Guarantor or any of its property or to which Guarantor or any of its property is subject.

(i) No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege, and no waiver by of any right or remedy hereunder on anyone occasion shall be construed as a bar to any right or remedy which Party B would otherwise have on any future occasion under or with respect to the Regulations. No failure to exercise, nor any delay in exercising, any right, power or privilege hereunder shall operate as a waiver thereof. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

(j) If any term, provision, covenant, or condition of this Guarantee, or the application thereof to any party or circumstance, shall be held to be illegal, invalid or unenforceable (in whole or in part) for any reason, the remaining terms, provisions, covenants and conditions hereof shall continue in full force and effect as if this Guarantee had been executed with the illegal, invalid or unenforceable portion eliminated, so long as this Guarantee as so modified continues to express, without material change, the original intentions of the parties as to the subject matter of this Guarantee and the deletion of such portion of this Guarantee will not substantially impair the respective benefits or expectations of the parties to this Guarantee.

(k) Any demand, Notice and other communications to be given under this Guarantee by Guarantor or Party B, shall be in writing and shall be delivered personally, or by commercial courier, or by certified or registered class mail or faxed to:

As to Party A:

EAGLE INDUSTRIAL POWER SERVICES (IL), LLC
c/o EDF TRADING NORTH AMERICA, LLC
Attention: General Counsel
4700 W. Sam Houston Pkwy., N., Suite 250
Houston, TX 77041
Tel: 281-781-0333
Fax: 281-781-0360

With a copy to:

EDF TRADING LIMITED
80 Victoria Street
3rd Floor, Cardinal Place
London, England SW1E 5JL
Tel: (+44) (0) 20 7061 4016
Fax: (+44) (0) 20 7061 5016

As to Party B:

AMEREN CORPORATION
Attn: Treasurer
1901 Chouteau Avenue, MC-1030
St. Louis, MO 63103
Phone: 314-554-2502
Fax: 314-554-6328

Notices sent in accordance with the provision above will be deemed received on the day received if delivered personally; two (2) business days after shipment if sent by commercial courier; four (4) business days after mailing if sent by certified or registered class-mail; on the next business day if served by fax when the sender has a machine confirmation as to when and to whom the Notice was sent. Notices sent by fax shall be confirmed promptly after transmission in writing by certified mail.

(l) This Guarantee shall inure to the benefit of Party B in accordance with the Regulations, and its successors and assigns. The Guarantor may assign its obligations under this Guarantee only with the prior written consent of Party B and otherwise subject to the provisions of the Regulations.

This Guarantee shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of laws principles. Each party irrevocably submits to service a process by certified mail, delivery to the party at the address indicated in the Guarantee. Further, each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any proceedings relating to this Guarantee. Nothing in the Guarantee precludes either party from bringing proceedings in any other jurisdiction in order to enforce any judgment obtained in any proceeding referred to in this paragraph, nor will the bringing of such enforcement proceedings in anyone or more jurisdictions preclude the bringing of enforcement proceedings in any other jurisdiction.

IN WITNESS WHEREOF, Guarantor has caused this Guarantee to be executed in its corporate name by its duly authorized officer as of the 19th day of October 2009.

EDF TRADING LIMITED

By: _____

Name: JUSTIN ROWLAND

Title: CHIEF OPERATING OFFICER

Date: 19 OCTOBER 2009

**RIDER TO AND REAFFIRMATION OF
PARENT GUARANTEE**

This Rider to and Reaffirmation of Parent Guarantee (this "Rider") is made and entered into as of February 18, 2015, by EDF Trading Limited, a company organized and existing under the laws of England and Wales ("Guarantor") for the benefit of EDF Energy Services, LLC, a Delaware limited liability company ("EDF Energy").

1. **Background**

A. Guarantor is party to that certain Parent Guarantee, provided on behalf of Eagle Industrial Power Services (IL), LLC, a Texas limited liability company ("Eagle (IL)"), in favor of Illinois Power Company d/b/a AmerenIP, Central Illinois Public Service Company d/b/a AmerenCIPS, and Central Illinois Light Company d/b/a AmerenCILCO, dated as of October 19, 2009 (the "Guarantee").

B. Eagle (IL) changed its name to EDF Industrial Power Services (IL), a Texas limited liability company ("EIPS (IL)") on August 17, 2010.

C. The Regulations were updated effective September 25, 2010, including requiring this parent guarantee to be payable to the People of the State of Illinois ("People of the State of Illinois").

D. EIPS (IL) and EDF Energy plan to merge, with EDF Energy to be the surviving entity, upon such terms and conditions as set forth in that certain Agreement and Plan of Merger between EIPS (IL) and EDF Energy (the "Merger Agreement").

E. Guarantor wishes to guarantee any obligations of EDF Energy in favor of the People of the State of Illinois under the same terms and conditions of the Guarantee.

F. In consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the undersigned hereby agrees as set forth in this Rider.

2. **Definitions. Use of Defined Terms.** Except as expressly set forth in this Rider, all terms which have an initial capital letter where not required by the rules of grammar are defined in the Guarantee.

3. **Rider to Guarantee.** Effective as of the date of filing of the Merger Agreement with the office of the Secretary of State of the State of Delaware, the Guarantee is hereby amended as follows:

A. **Party A.** The recitals of the Guarantee are hereby amended by replacing "Eagle Industrial Power Services (IL), LLC" with "EDF Energy Services, LLC" as the defined term "Party A."

B. **Party B.** The recitals of the Guarantee are hereby amended by replacing "Illinois Power Company d/b/a AmerenIP, Central Illinois Public Service Company d/b/a AmerenCIPS, and Central Illinois Light Company d/b/a AmerenCILCO" with "the People of the State of Illinois" as the defined term "Party B."

C. Notices for Party A. Section (k) of the Guarantee is amended by replacing the notice information for Party A as follows:

“EDF ENERGY SERVICES, LLC
4700 W. Sam Houston Parkway N., Suite 250
Houston, TX, 77041”

D. Notices for Party B. Section (k) of the Guarantee is amended by replacing the notice information for Party B as follows:

“ILLINOIS COMMERCE COMMISSION
Attn: Chief Clerk’s Office
527 East Capitol Ave.
Springfield, IL 62701
Phone: 217-782-7434
Fax: 217-524-0673”

4. **Reaffirmation.** The undersigned Guarantor hereby expressly:

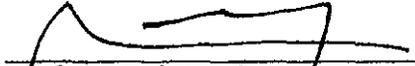
A. acknowledges and agrees that the “Obligations” (as such terms are defined in the Guarantee, as amended by this Rider) guaranteed by the Guarantor under the Guarantee includes all of the payment of obligations and liabilities owing from time to time by EDF Energy to the People of the State of Illinois, as required by the Regulations and subject to the terms and conditions of the Guarantee.

B. reaffirms all of its respective obligations and liabilities under the Guarantee in all respects;
and

C. agrees that such obligations and liabilities shall continue in full force and effect and shall not be discharged, limited, impaired or affected in any matter whatsoever.

IN WITNESS WHEREOF, Guarantor has duly executed this Rider on the day and year first above written.

EDF TRADING LIMITED

By: 
Name: RONAN LORY
Title: CHIEF FINANCIAL OFFICER

[Signature Page to Rider and Reaffirmation of Parent Guarantee]

PARENT GUARANTEE

This Parent Guarantee (this "Guarantee") is provided on behalf of Eagle Industrial Power Services (IL), LLC ("Party A") in favor of Commonwealth Edison Company ("Party B"). This Guarantee is provided to Party B in satisfaction of the requirements set forth in Title 83: Public Utilities Chapter 1: Illinois Commerce Commission Subchapter c: Electric Utilities Part 451 Certification of Alternative Retail Electric Suppliers Section 451.220 Subpart C (the "Regulations"). For value received, and in consideration of the financial accommodation accorded to Party A by Party B and otherwise as required by the Regulations, EDF TRADING LIMITED, a company organized and existing under the laws of England and Wales ("Guarantor"), hereby agrees to the following:

(a) Guarantor hereby unconditionally guarantees to Party B the due and punctual payment of all amounts payable by Party A as required by the Regulations (the "Obligations") when and as Party A's Obligations thereunder shall become due and payable in accordance with the terms of the Regulations (whether at maturity, by acceleration or otherwise) with such amounts not to exceed Twenty Million Dollars (\$20,000,000.00) in the aggregate. Guarantor hereby agrees that within ten (10) business days of written demand by Party B, Guarantor shall pay or cause to be paid any such amounts that are due and payable to Party B.

(b) Guarantor hereby agrees that its obligations under this Guarantee constitute a guarantee of payment when due and not of collection.

(c) Guarantor hereby agrees that its obligations under this Guarantee shall be unconditional, irrespective of the validity, regularity or enforceability of the any agreement between Party B and Party A and any modification of the Regulations, the absence of any action to enforce Party A's Obligations, any waiver or consent by Party B with respect to any provisions thereof, the entry by Party A and Party B into any amendments to any agreement contemplated by the Obligations, or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor (excluding the defense of payment or statute of limitations, neither of which is waived) provided, however, that Guarantor shall be entitled to exercise any right that Party A could have exercised or assert any defense that Party A could have asserted with respect to any of the Obligations or the Regulations or to setoff, counterclaim or withhold payment in respect of any non-performance by Party B, but only to the extent such right is provided to Party A under the Regulations or under other agreements with Party B.

(d) This Guarantee shall remain in full force and effect in accordance with the requirements of the Regulations.

(e) Guarantor further agrees that this Guarantee shall continue to be effective or be reinstated, as the case may be, if at any time, payment, or any part thereof, of any obligation or interest thereon is rescinded or must otherwise be restored under the provisions of the Regulations.

(f) Guarantor hereby waives (i) promptness, diligence, presentment, demand of payment, protest, order and, except as set forth in paragraph (a) hereof, notice of any kind in connection with this Guarantee, or (ii) any requirement that Party B or any other third party beneficiary exhaust any right to take any action against Party A or any other person prior to or contemporaneously with proceeding to exercise any right against Guarantor under this Guarantee.

(g) Guarantor shall have no right of subrogation with respect to any payments made under this Guarantee until all Obligations are paid in full.

(h) Guarantor represents and warrants that:

i. Guarantor is a corporation duly incorporated, validly existing and in good standing under the laws of England and Wales;

ii. Guarantor has the legal capacity and the legal right to execute and deliver this

Guarantee and to perform Guarantor's obligations hereunder;

iii. no consent or authorization of, filing with, or other act by or in respect of, any governmental authority and no consent of any other person (including, without limitation, any creditor of Guarantor) is required in connection with the execution, delivery, performance, validity or enforceability of this Guarantee;

iv. this Guarantee has been duly executed and delivered by Guarantor and constitutes a legal, valid and binding obligation of Guarantor enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws; and

v. the execution, delivery and performance of this Guarantee will not violate any provision of the certificate of incorporation, by laws or other organizational documents of Guarantor, or any law, treaty, rule or regulation or determination of an arbitrator, a court or other governmental authority, applicable to or binding upon Guarantor or any of its property or to which Guarantor or any of its property is subject.

(i) No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege, and no waiver by of any right or remedy hereunder on anyone occasion shall be construed as a bar to any right or remedy which Party B would otherwise have on any future occasion under or with respect to the Regulations. No failure to exercise, nor any delay in exercising, any right, power or privilege hereunder shall operate as a waiver thereof. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

(j) If any term, provision, covenant, or condition of this Guarantee, or the application thereof to any party or circumstance, shall be held to be illegal, invalid or unenforceable (in whole or in part) for any reason, the remaining terms, provisions, covenants and conditions hereof shall continue in full force and effect as if this Guarantee had been executed with the illegal, invalid or unenforceable portion eliminated, so long as this Guarantee as so modified continues to express, without material change, the original intentions of the parties as to the subject matter of this Guarantee and the deletion of such portion of this Guarantee will not substantially impair the respective benefits or expectations of the parties to this Guarantee.

(k) Any demand, Notice and other communications to be given under this Guarantee by Guarantor or Party B, shall be in writing and shall be delivered personally, or by commercial courier, or by certified or registered class mail or faxed to:

As to Party A:

EAGLE INDUSTRIAL POWER SERVICES (IL), LLC
c/o EDF TRADING NORTH AMERICA, LLC
Attention: General Counsel
4700 W. Sam Houston Pkwy., N., Suite 250
Houston, TX 77041
Fax: 281-781-0360

With a copy to:

EDF TRADING LIMITED
80 Victoria Street
3rd Floor, Cardinal Place
London, England SW1E 5JL
Tel: (+44) (0) 20 7061 4016
Fax: (+44) (0) 20 7061 5016

As to Party B:

Commonwealth Edison Company
Attn: Vice President -Energy Acquisition
1919 Swift Drive
Oakbrook, IL 60521-1580
Phone: 630-684-3558
Fax: 630-684-3580

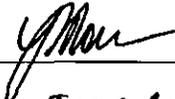
Notices sent in accordance with the provision above will be deemed received on the day received if delivered personally; two (2) business days after shipment if sent by commercial courier; four (4) business days after mailing if sent by certified or registered class-mail; on the next business day if served by fax when the sender has a machine confirmation as to when and to whom the Notice was sent. Notices sent by fax shall be confirmed promptly after transmission in writing by certified mail.

(1) This Guarantee shall inure to the benefit of Party B in accordance with the Regulations, and its successors and assigns. The Guarantor may assign its obligations under this Guarantee only with the prior written consent of Party B and otherwise subject to the provisions of the Regulations.

This Guarantee shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of laws principles. Each party irrevocably submits to service a process by certified mail, delivery to the party at the address indicated in the Guarantee. Further, each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any proceedings relating to this Guarantee. Nothing in the Guarantee precludes either party from bringing proceedings in any other jurisdiction in order to enforce any judgment obtained in any proceeding referred to in this paragraph, nor will the bringing of such enforcement proceedings in anyone or more jurisdictions preclude the bringing of enforcement proceedings in any other jurisdiction.

IN WITNESS WHEREOF, Guarantor has caused this Guarantee to be executed in its corporate name by its duly authorized officer as of the 19th day of October 2009.

EDF TRADING LIMITED

By:  _____

Name: JUSTIN ROMANO

Title: CHIEF OPERATING OFFICER

Date: 19 OCTOBER 2009

**RIDER TO AND REAFFIRMATION OF
PARENT GUARANTEE**

This Rider to and Reaffirmation of Parent Guarantee (this "Rider") is made and entered into as of February 18, 2015, by EDF Trading Limited, a company organized and existing under the laws of England and Wales ("Guarantor") for the benefit of EDF Energy Services, LLC, a Delaware limited liability company ("EDF Energy").

1. **Background**

A. Guarantor is party to that certain Parent Guarantee, provided on behalf of Eagle Industrial Power Services (IL), LLC, a Texas limited liability company ("Eagle (IL)"), in favor of Commonwealth Edison Company, dated as of October 19, 2009 (the "Guarantee").

B. Eagle (IL) changed its name to EDF Industrial Power Services (IL), a Texas limited liability company ("EIPS (IL)") on August 17, 2010.

C. The Regulations were updated effective September 25, 2010, including requiring this parent guarantee to be payable to the People of the State of Illinois ("People of the State of Illinois").

D. EIPS (IL) and EDF Energy plan to merge, with EDF Energy to be the surviving entity, upon such terms and conditions as set forth in that certain Agreement and Plan of Merger between EIPS (IL) and EDF Energy (the "Merger Agreement").

E. Guarantor wishes to guarantee any obligations of EDF Energy in favor of the People of the State of Illinois under the same terms and conditions of the Guarantee.

F. In consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees as set forth in this Rider.

2. **Definitions. Use of Defined Terms.** Except as expressly set forth in this Rider, all terms which have an initial capital letter where not required by the rules of grammar are defined in the Guarantee.

3. **Amendment to Guarantee.** Effective as of the date of filing of the Merger Agreement with the office of the Secretary of State of the State of Delaware, the Guarantee is hereby amended as follows:

A. **Party A.** The recitals of the Guarantee are hereby amended by replacing "Eagle Industrial Power Services (IL), LLC" with "EDF Energy Services, LLC" as the defined term "Party A."

B. **Party B.** The recitals of the Guarantee are hereby amended by replacing "Commonwealth Edison Company" with "the People of the State of Illinois" as the defined term "Party B."

C. Notices for Party A. Section (k) of the Guarantee is amended by replacing the notice information for Party A as follows:

“EDF ENERGY SERVICES, LLC
4700 W. Sam Houston Parkway N., Suite 250
Houston, TX, 77041

D. Notices for Party B. Section (k) of the Guarantee is amended by replacing the notice information for Party B as follows:

“ILLINOIS COMMERCE COMMISSION
Attn: Chief Clerk’s Office
527 East Capitol Ave.
Springfield, IL 62701
Phone: 217-782-7434
Fax: 217-524-0673”

4. **Reaffirmation.** The undersigned Guarantor hereby expressly:

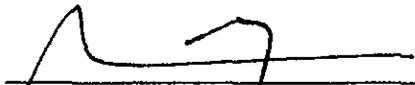
A. acknowledges and agrees that the “Obligations” (as such terms are defined in the Guarantee, as amended by this Rider) guaranteed by the Guarantor under the Guarantee includes all of the payment of obligations and liabilities owing from time to time by EDF Energy to The People of the State of Illinois, as required by the Regulations and subject to the terms and conditions of the Guarantee.

B. reaffirms all of its respective obligations and liabilities under the Guarantee in all respects;
and

C. agrees that such obligations and liabilities shall continue in full force and effect and shall not be discharged, limited, impaired or affected in any matter whatsoever.

IN WITNESS WHEREOF, Guarantor has duly executed this Rider on the day and year first above written.

EDF TRADING LIMITED

By: 
Name: RONAN LORY
Title: CHIEF FINANCIAL OFFICER

[Signature Page to Rider and Reaffirmation of Parent Guarantee]

Rating Action: EDF Trading Limited

Moody's downgrades EDF to Aa3; British Energy upgraded to Baa3, still on review for upgrade

Approximately EUR18 billion of rated debt securities affected

London, 14 January 2009 – Moody's Investors Service has today downgraded to Aa3 from Aa1 the long-term senior unsecured debt and issuer ratings of Electricite de France SA (EDF). At the same time, Moody's confirmed the ratings of some of EDF's subsidiaries (see list below), including the A3 senior unsecured debt and issuer ratings of EDF Energy plc and EDF Trading Limited. The outlook on all the ratings is stable. Moody's also upgraded to Baa3 from Ba3 the guaranteed debt rating of British Energy Bond Finance plc (formerly British Energy Holdings plc), and kept the rating on review for upgrade pending clarification of legal and capital structure considerations. The Ba2 corporate family rating of British Energy Group plc (British Energy) was withdrawn, since this type of rating is not usually assigned to companies with an investment-grade profile.

Today's rating actions follow the announcement last week that EDF's GBP12.5 billion acquisition of British Energy, made through its wholly-owned subsidiary, Lake Acquisitions Limited, had become effective. They also factor in that EDF and Centrica (rated A3/Prime-2) are continuing their discussions regarding Centrica's option to acquire 25% of Lake Acquisitions, and EDF's recent agreement to acquire 49.99% of Constellation Energy Group's (CEG, rated Baa3, under review for downgrade) nuclear assets for USD4.5 billion, which remains subject to regulatory approval. These rating actions conclude the review initiated by Moody's in September 2008 when EDF's offer for British Energy was announced.

"The downgrade of EDF's ratings to Aa3 from Aa1 is prompted by the increase in debt resulting from the estimated EUR13.2 billion used to fund its acquisitions," explains Niel Bisset, a Senior Vice President in Moody's Infrastructure Finance Group. EDF remains about 85% owned by the French state and accordingly EDF's ratings continue to benefit from a two-notch uplift to the Aa3 senior unsecured rating.

"The downgrade also takes into account an expected increase in leverage over the next few years given the prospect of negative free cash flow as EDF carries out a substantial capital expenditure programme," adds Mr. Bisset. In Moody's view, EDF's on-balance sheet debt will rise significantly over 2009-10 from the EUR18.2 billion reported at June 2008 (approximately EUR46 billion on an adjusted basis), due to both the acquisition debt and capital expenditures that are not expected to generate meaningful returns in the short term. Compared with 20% achieved in 2007 and Moody's current guidance of retained cash flow (RCF)/net debt in excess of 20%, Moody's estimates that EDF's RCF/net debt ratio is likely to decline to the low teens in 2009 and 2010 before recovering towards the mid-teens range from 2011. The stable outlook assumes that, given its low business risk profile, EDF will manage its leverage profile such that it will not deteriorate beyond current expectations.

"Moody's recognises that both the British Energy and CEG acquisitions are fully consistent with EDF's strategy and position EDF well for the development of New Nuclear Build (NNB) in the UK and US," says Mr. Bisset. The acquisition of British Energy also supports the integrated business model of EDF Energy, its UK subsidiary. However, Moody's notes that British Energy's relatively weak recent operational record, its ageing nuclear fleet and the increased proportion of unregulated business within EDF could pose negative business risks for EDF. "Overall, Moody's believes the transactions will slightly increase the business risk profile of the group, although not enough to change its current low assessment," says Mr. Bisset. "For the longer term, both acquisitions highlight the importance to EDF's strategy of developing its global NNB capability, which implies high up-front investment and very long-term value creation with execution risks."

Although details are yet to be finalised, Moody's confirmation of EDF Energy's A3 rating assumes that the position of the UK sub-group within the UK energy sector should benefit overall from moving to long from short generation. With regard to its positioning within the EDF group, Moody's considers that EDF's commitment to EDF Energy as an integrated business has been underscored by its significant investment to acquire British Energy and that it remains appropriate to incorporate an element of support in the assigned A3 rating.

Moody's confirmation of EDF Trading's A3 rating reflects its central role and responsibility for EDF's wholesale market activity. Although the rating of EDF as support provider has weakened as a result of the British Energy acquisition, Moody's believes this is offset by the fact that EDF Trading has become more integrated within the group and has steadily extended its responsibility for asset optimisation, as well hedging EDF's earnings.

The downgrade of EDF's ratings to Aa3 from Aa1 results from a change of its Baseline Credit Assessment (BCA) to 6 (equivalent to an A2 rating) from 4 (equivalent to a Aa3 rating), due to the higher leverage arising from its acquisitions. As a Government related Issuer (GRI) EDF's ratings incorporate other GRI input factors, including high support and medium dependence, assumptions which Moody's maintains unchanged following the acquisition of British Energy, and which result in the two-notch differential between the BCA and the Aa3 senior unsecured rating. Moody's considers the likelihood that support would be forthcoming for EDF to be at least as great as it is for any French corporate that is not wholly-owned by the state.

Today's rating actions led to the following downgrades:

-EDF SA: senior unsecured debt and issuer ratings, to Aa3 from Aa1

The following ratings were confirmed:

-EDF Energy plc: A3 senior unsecured debt ratings

-EDF Energy Networks (LPN) plc: A2/Prime-1 senior unsecured debt and issuer ratings

-EDF Energy Networks (EPN) plc: A2/Prime-1 senior unsecured debt and issuer ratings

-EDF Energy Networks (SPN) plc: A3 senior unsecured debt and issuer ratings

-EDF Trading Limited: A3 senior unsecured issuer rating

-EDF Energy (South East) plc: A3 senior unsecured issuer rating

-EDF Energy Customers plc: A3 senior unsecured issuer rating

-SEEBOARD Energy Ltd: A3 senior unsecured issuer rating

The following ratings were not on review and were affirmed:

-EDF SA: the P-1 short-term rating

-EDF Energy plc: the P-2 short-term rating

-EDF Energy Networks (SPN) plc: the P-2 short-term rating

-EDF Energy (South East) plc: the P-2 short-term rating

The following rating was upgraded and kept on review for possible upgrade:

-British Energy Bond Finance plc (formerly British Energy Holdings plc): the guaranteed debt rating, to Baa3 from Ba3

The previous rating action on EDF was implemented on 25 September 2008, when Moody's placed EDF's Aa1 long-term senior unsecured debt and issuer ratings on review for possible downgrade. The previous rating action on British Energy was implemented on the same date, when Moody's initiated a review for possible upgrade of the company's Ba2 corporate family and probability of default ratings as well as of the Ba3 guaranteed debt rating of British Energy Bond Finance plc (formerly British Energy Holdings plc).

The principal methodologies used in rating these entities were The Application of Joint Default Analysis to Government Related Issuers, published in April 2005 and the Rating Methodology: Global Regulated Electric Utilities, published in March 2005, which can be found at www.moody.com in the Credit Policy & Methodologies directory, in the Ratings Methodologies sub-directory. Other methodologies and factors that may have been considered in the process of rating this issuer can also be found in the Credit Policy & Methodologies directory.

Electricite de France SA is an integrated provider of electricity generation, transmission, distribution, and supply services, and the leader in its domestic French market. The company also has a major presence in the international markets through ownership interests in power utility operations in Europe (primarily Italy, UK and Germany) and globally. In the nine months ended 30 September 2008, EDF recorded revenues of EUR46 billion.

EDF Energy plc is an integrated electricity generation, distribution and supply company, and is the largest UK regulated network owner. The company has approximately 5.5 million customer accounts and nearly 5,000

MW of generation. In the year to YE2007, the company reported revenues of GBP6 billion and EBITDA of GBP0.9 billion.

British Energy Group plc is the largest power generator in the UK, delivering around 20% of UK electricity demand from around 10.6 GW of installed capacity (83% of which is nuclear). In the six months ended 30 September 2008, British Energy reported total output of 22.7 TWh, revenues of GBP1,281 million and adjusted EBITDA of GBP257 million.

London
Monica Merli
Managing Director
Infrastructure Finance Group
Moody's Investors Service Ltd.
JOURNALISTS: 44 20 7772 5456
SUBSCRIBERS: 44 20 7772 5454

London
Niel Bisset
Senior Vice President
Infrastructure Finance Group
Moody's Investors Service Ltd.
JOURNALISTS: 44 20 7772 5456
SUBSCRIBERS: 44 20 7772 5454

CREDIT RATINGS ARE MOODY'S INVESTORS SERVICE, INC.'S (MIS) CURRENT OPINIONS OF THE RELATIVE FUTURE CREDIT RISK OF ENTITIES, CREDIT COMMITMENTS, OR DEBT OR DEBT-LIKE SECURITIES. MIS DEFINES CREDIT RISK AS THE RISK THAT AN ENTITY MAY NOT MEET ITS CONTRACTUAL, FINANCIAL OBLIGATIONS AS THEY COME DUE AND ANY ESTIMATED FINANCIAL LOSS IN THE EVENT OF DEFAULT. CREDIT RATINGS DO NOT ADDRESS ANY OTHER RISK, INCLUDING BUT NOT LIMITED TO: LIQUIDITY RISK, MARKET VALUE RISK, OR PRICE VOLATILITY. CREDIT RATINGS ARE NOT STATEMENTS OF CURRENT OR HISTORICAL FACT. CREDIT RATINGS DO NOT CONSTITUTE INVESTMENT OR FINANCIAL ADVICE, AND CREDIT RATINGS ARE NOT RECOMMENDATIONS TO PURCHASE, SELL, OR HOLD PARTICULAR SECURITIES. CREDIT RATINGS DO NOT COMMENT ON THE SUITABILITY OF AN INVESTMENT FOR ANY PARTICULAR INVESTOR. MIS ISSUES ITS CREDIT RATINGS WITH THE EXPECTATION AND UNDERSTANDING THAT EACH INVESTOR WILL MAKE ITS OWN STUDY AND EVALUATION OF EACH SECURITY THAT IS UNDER CONSIDERATION FOR PURCHASE, HOLDING, OR SALE.

© Copyright 2009, Moody's Investors Service, Inc. and/or its licensors including Moody's Assurance Company, Inc. (together, "MOODY'S"). All rights reserved.

ALL INFORMATION CONTAINED HEREIN IS PROTECTED BY COPYRIGHT LAW AND NONE OF SUCH INFORMATION MAY BE COPIED OR OTHERWISE REPRODUCED, REPACKAGED, FURTHER TRANSMITTED, TRANSFERRED, DISSEMINATED, REDISTRIBUTED OR RESOLD, OR STORED FOR SUBSEQUENT USE FOR ANY SUCH PURPOSE, IN WHOLE OR IN PART, IN ANY FORM OR MANNER OR BY ANY MEANS WHATSOEVER, BY ANY PERSON WITHOUT MOODY'S PRIOR WRITTEN CONSENT. All information contained herein is obtained by MOODY'S from sources believed by it to be accurate and reliable. Because of the possibility of human or mechanical error as well as other factors, however, such information is provided "as is" without warranty of any kind and MOODY'S, in particular, makes no representation or warranty, express or implied, as to the accuracy, timeliness, completeness, merchantability or fitness for any particular purpose of any such information. Under no circumstances shall MOODY'S have any liability to any person or entity for (a) any loss or damage in whole or in part caused by, resulting from, or relating to, any error (negligent or otherwise) or other circumstance or contingency within or outside the control of MOODY'S or any of its directors, officers, employees or agents in connection with the procurement, collection, compilation, analysis, interpretation, communication, publication or delivery of any such information, or (b) any direct, indirect, special, consequential, compensatory or incidental damages whatsoever (including without limitation, lost profits), even if MOODY'S is advised in advance of the possibility of such damages, resulting from the use of or inability to use, any such information. The credit ratings and financial reporting analysis observations, if any, constituting part of the information contained herein are, and must be construed solely as, statements of opinion and not statements of fact or recommendations to purchase, sell or hold any securities. NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, TIMELINESS, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY SUCH RATING OR OTHER OPINION OR INFORMATION IS GIVEN OR MADE BY MOODY'S IN ANY FORM OR MANNER WHATSOEVER. Each rating or other opinion must be weighed solely as one factor in any investment decision made by or on behalf of any user of the information contained herein, and each such user must accordingly make its own study and evaluation of each security and of each issuer and guarantor of, and each provider of credit support for, each security that it may consider purchasing, holding or selling.

MOODY'S hereby discloses that most issuers of debt securities (including corporate and municipal bonds, debentures, notes and commercial paper) and preferred stock rated by MOODY'S have, prior to assignment of any rating, agreed to pay to MOODY'S for appraisal and rating services rendered by it fees ranging from \$1,500 to approximately \$2,400,000. Moody's Corporation (MCO) and its wholly-owned credit rating agency subsidiary, Moody's Investors Service (MIS), also maintain policies and procedures to address the independence of MIS's ratings and rating processes. Information regarding certain affiliations that may exist between directors of MCO and rated entities, and between entities who hold ratings from MIS and have also publicly reported to the SEC an ownership interest in MCO of more than 5%, is posted annually on Moody's website at www.moody's.com under the heading "Shareholder Relations - Corporate Governance - Director and Shareholder Affiliation Policy."

MOODY'S

INVESTORS SERVICE

Announcement: Moody's changes outlook on EDF's Aa3 rating to negative from stable

Global Credit Research - 05 Dec 2012

London, 05 December 2012 – Moody's Investors Service has today changed to negative from stable the outlook on the Aa3 senior unsecured ratings of Electricité de France (EDF). Concurrently, Moody's has also changed to negative from stable the outlook on the A3 ratings of EDF's wholly owned subsidiaries, EDF Energy plc and EDF Trading Limited, which incorporate support from their ultimate parent.

RATINGS RATIONALE

The change of outlook to negative from stable follows the recent ruling by France's Conseil d'Etat which cancelled the decision relating to the electricity distribution tariffs for the third regulatory period (2009-2013, known as TURPE 3). Although EDF considers that the decision should not have an impact on its financial results, in Moody's view it adds to the challenges faced by the group from rising debt and pressured profitability. It therefore increases the risk that the group will be unable to maintain a leverage profile that is aligned with Moody's guidance for the Aa3 rating.

The Conseil d'Etat's decision was based on its judgment that the methodology used by the CRE, the French electricity regulator, for calculating the capital return on the electricity distribution network of ERDF, EDF's subsidiary, is incorrect since it did not take account of the nature of the concessions assets and renewal provisions. The distribution network charges for TURPE 3 have therefore been incorrectly calculated. There remains uncertainty surrounding the amount and timing of any remedies that might be required, and their potential impact on EDF. The group itself considers that the decision should not have an impact on its financial results because of the nature of its integrated tariffs.

However, in Moody's view, there remains some risk of a negative financial impact on the group whether from any potential remedy, or from the revised methodology which the CRE is required to propose by June 2013.

The negative outlook takes account of the increase in EDF's net financial debt to EUR39.7 billion at end-June 2012 as a result of its acquisition of Edison; higher capital expenditure; and the rising Contribution au Service Public de l'Electricite (CSPE) balance. It also reflects a flat outlook for the group's profitability in 2013, under pressure from rising nuclear safety costs and weaker power generation earnings in certain markets outside France.

In changing the outlook on EDF's ratings, Moody's takes account of the group's efforts to ease the burden on its balance sheet, and to underpin profitability in order to achieve its 2.5x net debt/EBITDA leverage target. The outlook change factors in the group's ongoing discussions with the government regarding CSPE. Moreover, Moody's notes EDF's ongoing review of its operating costs and capital expenditure (capex) trajectory, which currently includes rising investment in renewables, new nuclear plant builds and its gas strategy.

Nevertheless, Moody's expects the negative pressure on EDF's free cash flow generation to continue, partly as a result of the group's substantial capital investment commitments. These include the Flamanville EPR, the cost estimate for which was recently increased by a further EUR2 billion to EUR8 billion, with planned commissioning maintained for 2016.

The negative outlook therefore reflects the risk, in Moody's view, that measures taken by the group to manage its leverage could be insufficient to ensure its credit metrics remain well positioned against the following guidelines: (1) RCF/net debt in the mid- to upper teens in percentage terms; and (2) FFO/net debt in the high teens/low 20s range in percentage terms.

In light of EDF's 84.48% ownership by the Government of France (Aa1 negative), the group falls under Moody's rating methodology for government-related issuers (GRIs) and its Aa3 rating incorporates a two-notch uplift from its standalone credit quality for potential government support.

WHAT COULD CHANGE THE RATING UP/DOWN

Given the current uncertainties and risks with regard to EDF's cash flows, as reflected by the negative outlook, Moody's does not consider an upgrade of the group's ratings to be likely in the near term.

Negative pressure could be exerted on EDF's a2 Baseline Credit Assessment (BCA) in the event of a sustained deterioration in the group's financial profile, as would be evidenced, for example, by a retained cash flow (RCF)/net debt ratio in the low teens in percentage terms on a sustainable basis. Such a deterioration could result from lower-than-expected profitability, capital investment unsupported by cash flow generation or large debt-funded acquisitions. In the context both of increased demands on national budgets and a two-notch rating uplift under Moody's GRI methodology, it is likely that negative pressure would be exerted on EDF's Aa3 rating were the BCA to deteriorate to a3 from a2.

PRINCIPAL METHODOLOGY

The methodologies used in this rating were Unregulated Utilities and Power Companies published in August 2009, and Government-Related Issuers: Methodology Update published in July 2010. Please see the Credit Policy page on www.moody.com for a copy of these methodologies.

Electricité de France, headquartered in Paris, France, is a leading integrated provider of electricity generation, transmission, distribution and supply services. It reported turnover of EUR36.2 billion during the first six months of 2012 and EBITDA of EUR9.1 billion.

REGULATORY DISCLOSURES

For ratings issued on a program, series or category/class of debt, this announcement provides relevant regulatory disclosures in relation to each rating of a subsequently issued bond or note of the same series or category/class of debt or pursuant to a program for which the ratings are derived exclusively from existing ratings in accordance with Moody's rating practices. For ratings issued on a support provider, this announcement provides relevant regulatory disclosures in relation to the rating action on the support provider and in relation to each particular rating action for securities that derive their credit ratings from the support provider's credit rating. For provisional ratings, this announcement provides relevant regulatory disclosures in relation to the provisional rating assigned, and in relation to a definitive rating that may be assigned subsequent to the final issuance of the debt, in each case where the transaction structure and terms have not changed prior to the assignment of the definitive rating in a manner that would have affected the rating. For further information please see the ratings tab on the issuer/entity page for the respective issuer on www.moody.com.

The ratings have been disclosed to the rated entities or their designated agent(s) and issued with no amendment resulting from that disclosure.

Information sources used to prepare each of the ratings are the following: parties involved in the ratings, parties not involved in the ratings, public information, and confidential and proprietary Moody's Investors Service information.

Moody's considers the quality of information available on the rated entities, obligations or credits satisfactory for the purposes of issuing these ratings.

Moody's adopts all necessary measures so that the information it uses in assigning the ratings is of sufficient quality and from sources Moody's considers to be reliable including, when appropriate, independent third-party sources. However, Moody's is not an auditor and cannot in every instance independently verify or validate information received in the rating process.

Moody's Investors Service may have provided Ancillary or Other Permissible Service(s) to the rated entities or their related third parties within the two years preceding the credit rating action. Please see the special report "Ancillary or other permissible services provided to entities rated by MIS's EU credit rating agencies" on the ratings disclosure page on our website www.moody.com for further information.

Please see the ratings disclosure page on www.moody.com for general disclosure on potential conflicts of interests.

Please see the ratings disclosure page on www.moody.com for information on (A) MCO's major shareholders (above 5%) and for (B) further information regarding certain affiliations that may exist between directors of MCO and rated entities as well as (C) the names of entities that hold ratings from MIS that have also publicly reported to the SEC an ownership interest in MCO of more than 5%. A member of the board of directors of this rated entity may also be a member of the board of directors of a shareholder of Moody's Corporation; however, Moody's has not independently verified this matter.

Please see Moody's Rating Symbols and Definitions on the Rating Process page on www.moody.com for further

information on the meaning of each rating category and the definition of default and recovery.

Please see ratings tab on the issuer/entity page on www.moody's.com for the last rating action and the rating history. The date on which some ratings were first released goes back to a time before Moody's ratings were fully digitized and accurate data may not be available. Consequently, Moody's provides a date that it believes is the most reliable and accurate based on the information that is available to it. Please see the ratings disclosure page on our website www.moody's.com for further information.

In addition to the information provided below please find on the ratings tab of the issuer page at www.moody's.com, for each of the ratings covered, Moody's disclosures on the lead rating analyst and the Moody's legal entity that has issued each of the ratings.

Niel Bisset
Senior Vice President
Infrastructure Finance
Moody's Investors Service Ltd.
One Canada Square
Canary Wharf
London E14 5FA
United Kingdom
JOURNALISTS: 44 20 7772 5456
SUBSCRIBERS: 44 20 7772 5454

Monica Merli
MD - Infrastructure Finance
Infrastructure Finance
JOURNALISTS: 44 20 7772 5456
SUBSCRIBERS: 44 20 7772 5454

Releasing Office:
Moody's Investors Service Ltd.
One Canada Square
Canary Wharf
London E14 5FA
United Kingdom
JOURNALISTS: 44 20 7772 5456
SUBSCRIBERS: 44 20 7772 5454

MOODY'S
INVESTORS SERVICE

© 2013 Moody's Investors Service, Inc. and/or its licensors and affiliates (collectively, "MOODY'S"). All rights reserved.

CREDIT RATINGS ISSUED BY MOODY'S INVESTORS SERVICE, INC. ("MIS") AND ITS AFFILIATES ARE MOODY'S CURRENT OPINIONS OF THE RELATIVE FUTURE CREDIT RISK OF ENTITIES, CREDIT COMMITMENTS, OR DEBT OR DEBT-LIKE SECURITIES, AND CREDIT RATINGS AND RESEARCH PUBLICATIONS PUBLISHED BY MOODY'S ("MOODY'S PUBLICATIONS") MAY INCLUDE MOODY'S CURRENT OPINIONS OF THE RELATIVE FUTURE CREDIT RISK OF ENTITIES, CREDIT COMMITMENTS, OR DEBT OR DEBT-LIKE SECURITIES. MOODY'S DEFINES CREDIT RISK AS THE RISK THAT AN ENTITY MAY NOT MEET ITS CONTRACTUAL, FINANCIAL OBLIGATIONS AS THEY COME DUE AND ANY ESTIMATED FINANCIAL LOSS IN THE EVENT OF DEFAULT. CREDIT RATINGS DO NOT ADDRESS ANY OTHER RISK, INCLUDING BUT NOT LIMITED TO: LIQUIDITY RISK, MARKET VALUE RISK, OR PRICE VOLATILITY. CREDIT RATINGS AND MOODY'S OPINIONS INCLUDED IN MOODY'S PUBLICATIONS ARE

NOT STATEMENTS OF CURRENT OR HISTORICAL FACT. CREDIT RATINGS AND MOODY'S PUBLICATIONS DO NOT CONSTITUTE OR PROVIDE INVESTMENT OR FINANCIAL ADVICE, AND CREDIT RATINGS AND MOODY'S PUBLICATIONS ARE NOT AND DO NOT PROVIDE RECOMMENDATIONS TO PURCHASE, SELL, OR HOLD PARTICULAR SECURITIES. NEITHER CREDIT RATINGS NOR MOODY'S PUBLICATIONS COMMENT ON THE SUITABILITY OF AN INVESTMENT FOR ANY PARTICULAR INVESTOR. MOODY'S ISSUES ITS CREDIT RATINGS AND PUBLISHES MOODY'S PUBLICATIONS WITH THE EXPECTATION AND UNDERSTANDING THAT EACH INVESTOR WILL MAKE ITS OWN STUDY AND EVALUATION OF EACH SECURITY THAT IS UNDER CONSIDERATION FOR PURCHASE, HOLDING, OR SALE.

ALL INFORMATION CONTAINED HEREIN IS PROTECTED BY LAW, INCLUDING BUT NOT LIMITED TO, COPYRIGHT LAW, AND NONE OF SUCH INFORMATION MAY BE COPIED OR OTHERWISE REPRODUCED, REPACKAGED, FURTHER TRANSMITTED, TRANSFERRED, DISSEMINATED, REDISTRIBUTED OR RESOLD, OR STORED FOR SUBSEQUENT USE FOR ANY SUCH PURPOSE, IN WHOLE OR IN PART, IN ANY FORM OR MANNER OR BY ANY MEANS WHATSOEVER, BY ANY PERSON WITHOUT MOODY'S PRIOR WRITTEN CONSENT. All information contained herein is obtained by MOODY'S from sources believed by it to be accurate and reliable. Because of the possibility of human or mechanical error as well as other factors, however, all information contained herein is provided "AS IS" without warranty of any kind. MOODY'S adopts all necessary measures so that the information it uses in assigning a credit rating is of sufficient quality and from sources Moody's considers to be reliable, including, when appropriate, independent third-party sources. However, MOODY'S is not an auditor and cannot in every instance independently verify or validate information received in the rating process. Under no circumstances shall MOODY'S have any liability to any person or entity for (a) any loss or damage in whole or in part caused by, resulting from, or relating to, any error (negligent or otherwise) or other circumstance or contingency within or outside the control of MOODY'S or any of its directors, officers, employees or agents in connection with the procurement, collection, compilation, analysis, interpretation, communication, publication or delivery of any such information, or (b) any direct, indirect, special, consequential, compensatory or incidental damages whatsoever (including without limitation, lost profits), even if MOODY'S is advised in advance of the possibility of such damages, resulting from the use of or inability to use, any such information. The ratings, financial reporting analysis, projections, and other observations, if any, constituting part of the information contained herein are, and must be construed solely as, statements of opinion and not statements of fact or recommendations to purchase, sell or hold any securities. Each user of the information contained herein must make its own study and evaluation of each security it may consider purchasing, holding or selling. NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, TIMELINESS, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY SUCH RATING OR OTHER OPINION OR INFORMATION IS GIVEN OR MADE BY MOODY'S IN ANY FORM OR MANNER WHATSOEVER.

MIS, a wholly-owned credit rating agency subsidiary of Moody's Corporation ("MCO"), hereby discloses that most issuers of debt securities (including corporate and municipal bonds, debentures, notes and commercial paper) and preferred stock rated by MIS have, prior to assignment of any rating, agreed to pay to MIS for appraisal and rating services rendered by it fees ranging from \$1,500 to approximately \$2,500,000. MCO and MIS also maintain policies and procedures to address the independence of MIS's ratings and rating processes. Information regarding certain affiliations that may exist between directors of MCO and rated entities, and between entities who hold ratings from MIS and have also publicly reported to the SEC an ownership interest in MCO of more than 5%, is posted annually at www.moody's.com under the heading "Shareholder Relations — Corporate Governance — Director and Shareholder Affiliation Policy."

For Australia only: Any publication into Australia of this document is pursuant to the Australian Financial Services License of MOODY'S affiliate, Moody's Investors Service Pty Limited ABN 61 003 399 657AFSL 336969 and/or Moody's Analytics Australia Pty Ltd ABN 94 105 136 972 AFSL 383569 (as applicable). This document is intended to

be provided only to "wholesale clients" within the meaning of section 761G of the Corporations Act 2001. By continuing to access this document from within Australia, you represent to MOODY'S that you are, or are accessing the document as a representative of, a "wholesale client" and that neither you nor the entity you represent will directly or indirectly disseminate this document or its contents to "retail clients" within the meaning of section 761G of the Corporations Act 2001. MOODY'S credit rating is an opinion as to the creditworthiness of a debt obligation of the issuer, not on the equity securities of the issuer or any form of security that is available to retail clients. It would be dangerous for retail clients to make any investment decision based on MOODY'S credit rating. If in doubt you should contact your financial or other professional adviser.

ATTACHMENT F

Technical Qualifications

The following is occupational background information on the persons who are being used by Applicant to meet the requirements of 83 Illinois Administrative Code Section 451.230. Applicant has a number of employees with more than:

- (a) Two years experience buying and selling power and energy in wholesale markets and
- (b) Six months of scheduling experience working for an entity that is either a member of PJM, a market participant in the Midwest ISO, or have a system operator certificate from NERC.

<u>Technical Capability</u>	<u>Employee</u>	<u>Experience (Yrs)</u>
-Electric sales	Chris Armitage	15
-Electrical system operations	Patrick Nelson	12
-OASIS reservation processes	Cherie Fuller	18
-NERC tagging processes	Cherie Fuller	18
-NERC, PJM and MISO rules and practices	Cherie Fuller	18

Cherie Fuller
Power Trading and Scheduling
1997 to Present

- Traded physical power in the Southeast Market.
- Scheduled physical power flows between CAISO, NYISO, PJM, and MISO.
- Manage Retail desks responsible for serving over 1,900 MW of peak load.
- Manage load forecasting process in PJM, NYISO & MISO
- Over 15 years of proficiency with NERC tagging and OASIS reservations processes.

Patrick Nelson

Power Trading and Scheduling

2003 to Present

- Manage and market generation assets throughout the Eastern interconnect on an hourly basis consisting of 13 natural gas-fired plants totaling 6,000+ MWs of capacity in SPP, SERC, and FRCC.
- Coordinate physical power movement within the Eastern interconnect.
- Interact with and update forward traders and transmission originators on market conditions and customer trading strategies.
- Optimize over 1,100 MW of long-term firm transmission in EES, FRCC, SOCO and SWPP (500 MW across the ERCOT DC Tie).
- Responsibility for making timely decisions and meeting NERC/OATI scheduling requirements.

Chris Armitage

Power Trading

2000 to present

- Managed the Southeast 24-hr wholesale desk.
- Directed all Southeast intraday trading and operations.
- Manage the East trading desk including management of full-requirements agreements, short- and mid-term trading activity, and supply of over 2,500 MW of peak load.
- Oversees all energy management deals throughout the East which involves the commercial management of approximately 3,000 MW of natural gas-fired generation assets.

Scheduling and Real-time Desk

EDF Energy Services, LLC will utilize its existing 24-hour scheduling and real-time desk for coordination with control centers of scheduling changes, reserve implementation, curtailment orders, and interruption plan implementation. Staff can be reached directly at all times as follows:

EDF Scheduling and Real-time Desk (24-hours)
Tel: 281-781-0341
Fax: 281-781-0360
4700 W. Sam Houston Pkwy N., Suite 250
Houston, TX 77041

ATTACHMENT G

Managerial Qualifications

The following individual in a management position on Applicant's staff has four years experience with enterprise financial and administration responsibilities including profit and loss responsibilities. The following is occupational background information on the person who is being used by Applicant to meet the requirements of 83 Illinois Administrative Code section 451.240.³¹

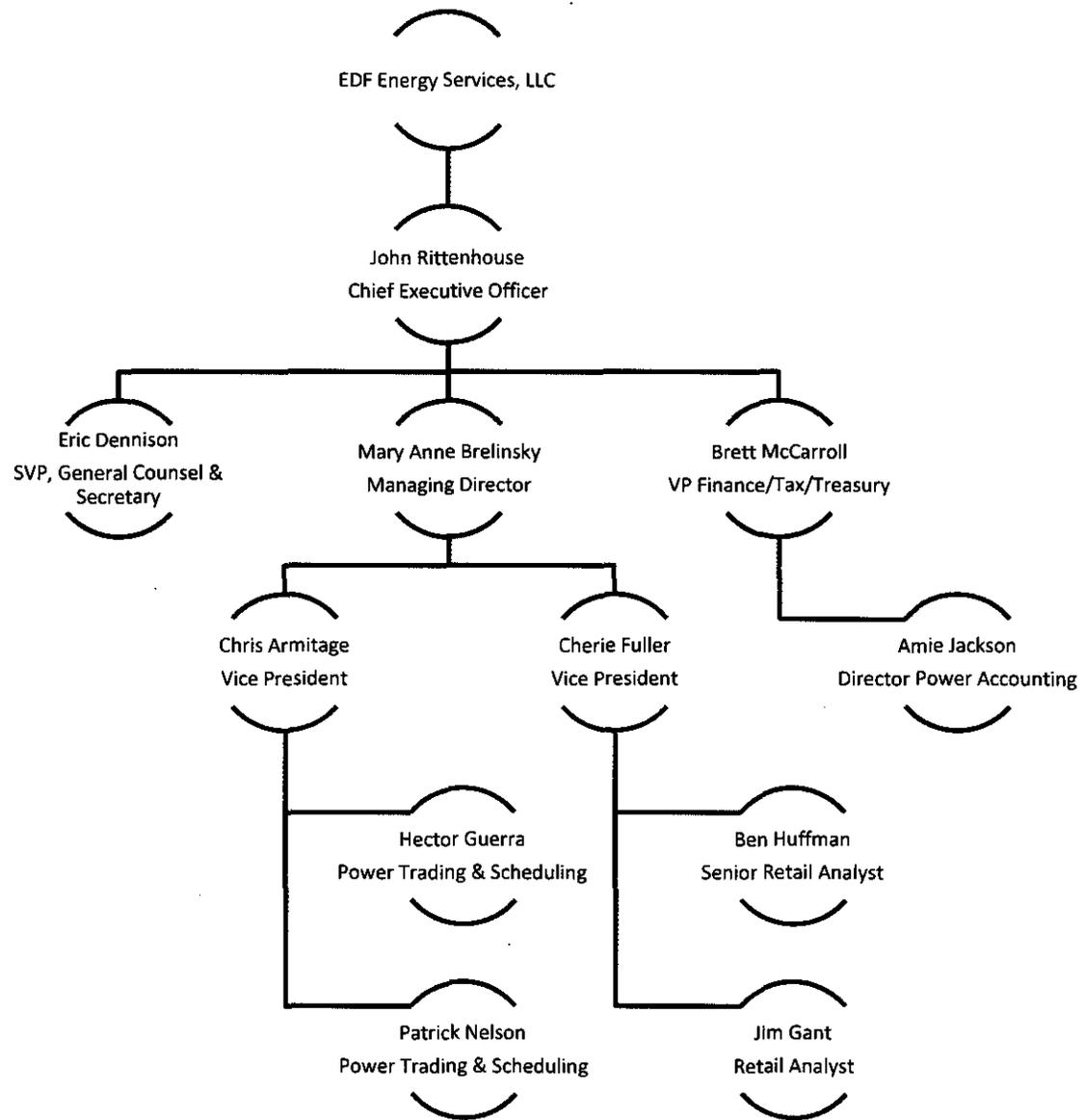
Mary Anne Brelinzky
Managing Director

Mary Anne Brelinzky is Head of Retail and Power Origination for EDF Trading in North America. Mary Anne joined EDF Trading in 2006 as the Vice President responsible for the Texas power business. In 2010 Mary Anne was promoted to Head of North American Power Origination. In December of 2012, Mary Anne's responsibilities were expanded to include EDF's retail activities for gas and power in North America. A fifteen year veteran of the energy industry, Mary Anne held multiple management roles at Dynegy and Reliant prior to joining EDF. She is currently the President of the Gulf Coast Power Association, Chairman of GCPA's emPOWERing Women initiative, and recently served six terms as Chairman of the ERCOT Demand Side Working Group. Mary Anne has an engineering degree from Rensselaer Polytechnic Institute and an MBA from the University of Houston CL.

³¹ See 83 Ill. Admin. Code § 451.240.

ATTACHMENT H

Corporate Organizational Chart



ATTACHMENT I

Financial Qualifications for the Provision of Single-Billing Service

Financial qualifications under Section 451.510(a)

Type: Bond issued by qualifying surety or financial institution

Issuer: Berkley Regional Insurance Company

Amount: 15% of a good faith estimate of the total amount Applicant expects to be obliged to pay to the utility under single bill tariffs during the next twelve months

Applicant expects to be obliged to pay to the utility under single bill tariffs during the next twelve months an amount not greater than \$3,591,681. 15% of this estimate is \$538,752. The dollar limitation in the attached bond is \$900,000, which is greater than the estimate.

COPY

Bond No. 0109805

PAYMENT SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, That we Berkley Regional Insurance Company, as Surety, ("Surety") and Eagle Industrial Power Services (IL), LLC, 4700 W. Sam Houston Pkwy North, Suite 250, Houston, TX 77041, as Principal, are hereby held and bound effective October 16, 2009 until October 16, 2010 to Commonwealth Edison Company, ("ComEd" or "Obligee") for the payment of the obligation (hereafter defined), up to the maximum penal sum of Nine Hundred Thousand and No/100 Dollars (\$900,000.00**) lawful money of the United States.

THIS BOND is an agreement of suretyship.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has requested an extension of credit and ComEd has agreed to an extension of credit to the Principal (subject to the Principal providing acceptable credit support) for such amounts as may be incurred by the principal under the terms and conditions (as may be amended and restated from time to time) of one or more of the ComEd Open Access Transmission Tariff and/or the Single Billing Option (SBO) Tariff (hereinafter the "Agreements"); (the amounts owed under said Agreements being referred to as the "Obligations"); and

WHEREAS, ComEd is willing to accept this Bond provided by the Principal to secure full and timely payment to, and support the extension of credit by ComEd for the Obligations incurred under the terms of the Agreements;

NOW, THEREFORE, if and when the Obligations shall be fully and finally paid and satisfied, this Bond shall be null and void; otherwise this Bond shall remain in full force and effect and Principal and Surety in any event agree as follows:

- (1) Surety hereby irrevocably promises to pay to Obligee, fully, absolutely and unconditionally, the Obligations of Principal to Obligee under the terms of the Agreement, as set forth herein.
- (2) Within ten (10) business days of Surety's receipt of Obligee's demand for payment under this bond ("Demand"), Surety shall pay to Obligee the amount of such Demand. The Obligee's Demand to the Surety of the amount due, either as security or for the payment or for reimbursement pursuant to the Agreements(s), shall be absolute proof of the existence and extent of the liability of the Principal and the Surety to Obligee hereunder. At its sole discretion, Obligee may present one or more Demands at any time, provided however, Surety

COPY

penal sum of the bond.

- (3) Failure to pay or reimburse Obligee as herein provided shall cause the Surety to be additionally liable for any and all reasonable costs and expenses, including attorney's fees and interest, incurred by Obligee in enforcing this bond, such liability to be in addition to the bond penalty.
- (4) Surety agrees that, without notice to it and without releasing or affecting its liability under this bond to any extent, Obligee may extend, renew, modify or waive any terms of, release, surrender, exchange, compromise or settle the Obligations; may elect not to enforce Obligee's rights with respect to the Obligations or any security held therefor and may exchange, release or surrender any security. Notice of acceptance of this bond and of the incurring of such Obligations or any default thereon, as well as demand, protest, presentment for acceptance or payment or notice of dishonor for non-acceptance or nonpayment with respect to the Obligations are hereby waived.
- (5) Surety hereby irrevocably authorizes and empowers any attorney or attorneys or the Clerk of any court of record in the State of Illinois, or elsewhere to appear for the Surety in any such court in an appropriate action there brought or to be brought against the undersigned at the suit of Obligee on this bond, and therein to confess judgment against the undersigned for all sums due by the undersigned hereunder together with costs of suit and attorney's fee for collection of ten percent (10%) of the amount of the liability of the Surety; and for so doing this bond or a copy hereof verified by affidavit shall be a sufficient warrant. This Warrant of Attorney shall be effective only after the Surety's default.
- (6) In no event shall the liability of the Surety hereunder be cumulative from year to year, nor shall the Surety in any event, other than described above, be liable for more than the penal sum of this bond.
- (7) This bond is automatically renewed unless the Surety herein elects not to renew its obligation under this bond by first serving ninety (90) days written notice via registered mail of its intention not to renew upon ComEd at its principal office at:

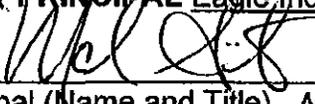
Commonwealth Edison Company
ATTN: Vice President of Energy Acquisition
440 S. La Salle Street
Suite 3300
Chicago, IL 60603

but the Surety shall nevertheless remain liable for any and all accrued indebtedness of the Principal to ComEd incurred prior to the proposed termination date.

- (8) This bond shall be construed and enforced in accordance with the substantive laws of the State of Illinois, exclusive of their conflict of laws provisions.

Intending to be legally bound, this bond has been signed, sealed and dated this 16th day of October, 2009.

NAME OF PRINCIPAL Eagle Industrial Power Services (IL), LLC

By:  VP
Principal (Name and Title) MARK SUSMETS

SURETY Berkley Regional Insurance Company

By: 
Eric S. Feighl, Attorney-In-Fact

COPY

*Berkley Regional Insurance Company
Carolina Casualty Insurance Company*

COPY

**NOTICE
Surety Bond Disclosure
Notice of Terrorism Insurance Coverage**

Coverage for acts of terrorism, as defined in the Terrorism Risk Insurance Act of 2002 (the "Act"), is included in your surety bond. You should know that, effective November 26, 2002, any losses caused by certified acts of terrorism, as defined in the Act, would be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 90% of covered terrorism losses exceeding the statutory established deductible paid by the surety company providing the coverage. The portion of your bond premium that is attributable to coverage for acts of terrorism, as defined in the Act: \$0.00.

This Endorsement is to be
Attached to bond # 0109805
And to become a part of the bond.

NAME CHANGE RIDER

To be attached to and become a part of Bond Number 0109805 issued by BERKLEY INSURANCE COMPANY, as surety on behalf of EDF Industrial Power Services (IL), LLC, as Principal, in favor of Commonwealth Edison Company, as Obligee.

IT IS HEREBY AGREED, that the Surety gives its consent to the change of the Principal's Name:

FROM: **EDF Industrial Power Services (IL), LLC**

TO: **EDF Energy Services, LLC**

PROVIDED, HOWEVER, that the liability of the Surety under said bond and as changed by this rider shall not be cumulative.

Signed, Sealed and dated: February 17, 2015.

EDF Energy Services, LLC

Brett A. Carroll

Principal

BERKLEY INSURANCE COMPANY

Eric S. Feigl

Eric S. Feigl, Attorney-in-Fact

