

From:

Subject:

Date:

Attachments:

[External] ComEd - Feedback on REC Contract Amendment

Thursday, January 9, 2025 11:09:15 AM

[image001.png](#)

[ABP-and-ILSFA-REC-Contracts-Request-for-Feedback\\_13-DEC-2024.pdf](#)

---

IPA,

ComEd respectfully submits the comment below:

### 3. Implementation of Escrow Process

#### Escrow Process

(c) If an escrow process is implemented, Buyer shall make all payments otherwise due Seller under this Agreement ~~(or due to a collateral agent for Seller acting pursuant to a collateral assignment permitted by this Agreement)~~ to the identified Escrow Agent ~~unless Buyer has otherwise agreed in an existing agreement with a lender or collateral agent for Seller.~~ Buyer's payments to Escrow Agent according to the payment instructions provided pursuant to Section [-] shall be deemed payments to Seller. For avoidance of doubt, Seller is required to invoice Buyer in accordance with Section [-] and Seller shall remain responsible for invoicing requirements regardless of whether the escrow process is implemented or not.

**Explanation for request:** Several years ago, Buyers were asked to enter and sign, and did enter and sign, consents to the collateral assignment by a Seller to its lender of that Seller's REC agreement (principally, the right to receive payments). Those consents typically included a provision – to which the consenting Buyer has agreed – to make payments under the REC agreement to a collateral account designated in the consent or otherwise designated by the lender. Since the Buyers have agreed to make the REC agreement payments to those designated accounts, they cannot agree to send those payments to an escrow agent without either (i) the consent of the lender / collateral agent (which the lender / collateral agent has no incentive to provide) or (ii) breaching the payment provisions of the consent. The proposed change to the Section was intended to recognize these existing contractual restrictions – and not intended to subordinate potential escrow payments more generally to payments due lenders. I Believe there is a limited number of these consents that are outstanding.

Thank you for your consideration,

Chrissy

[Redacted signature block]



[comed.com](http://comed.com)

This Email message and any attachment may contain information that is proprietary, legally privileged, confidential and/or subject to copyright belonging to Exelon Corporation or its affiliates ("Exelon"). This Email is intended solely for the use of the person(s) to which it is addressed. If you are not an intended recipient, or the employee or agent responsible for delivery of this Email to the intended recipient(s), you are hereby notified that any dissemination, distribution or copying of this Email is strictly prohibited. If you have received this message in error, please immediately notify the sender and permanently delete this Email and any copies. Exelon policies expressly prohibit employees from making defamatory or offensive statements and infringing any copyright or any other legal right by Email communication. Exelon will not accept any liability in respect of such communications. - EXCIP