

[Commenter 12 Letterhead]

December 31, 2018

SENT VIA ELETRONIC SUMBISSION

RE: Comments on ABP Draft Contract Dear Program Administrator,

[Commenter 12] appreciates the opportunity to comment on the ABP Draft Contract. Below are our comments on the contract contents and the administration of the contract:

With regards to assignment of the agreement, we propose that Sellers be allowed to assign the obligations under the contract to a specific Product Order and Batch ID. Our proposed mark up to the contract language is outlined below.

### Section 9.2 Assignment

Seller may make a request to Buyer for the transfer or assignment of Seller's rights and obligations under the Agreement to the "Transferee" provided that the assignment is for all Transactions under ~~this Agreement~~ a specific Product Order for an identified Batch ID. Such request shall be made no earlier than thirty (30) calendar days after the Trade Date of the most recently executed Product Order. Such request must name the Transferee, provide the relationship between Seller and Transferee (if any), and must provide all pertinent financial, settlement and contract information and all necessary documentation to show that Transferee meets all conditions specific to a Seller under this Agreement, and further that the Transferee ~~is~~ is contractually obligated with the Seller, in the instance of assignment, to become approved by the IPA or their designee as an "Approved Vendor" and agrees to abide by the applicable terms and conditions required of an "Approved Vendor" under the ABP. Buyer may request additional information from Seller, and Buyer will have thirty (30) calendar days to provide consent or to notify Seller that Buyer rejects the assignment or transfer. In the event Seller assigns its rights and obligations to a Transferee, Seller's Performance Assurance shall remain in place until Transferee posts replacement performance assurance consistent with Section 4.3 of this Agreement.

### Withholding Collateral from First Payment

We could like to comment that the agreement should allow for energized and operational systems to have their collateral withheld from the first payment. This would allow the system owner to refrain from posting the cash collateral in advance. Our interpretation of the plan rules is that this should be acceptable accordingly. Below is our suggested mark up to the Performance Assurance language in the contract in Section 4.3.

"Performance Assurance.

Seller shall be required, within thirty (30) Business Days of the Trade Date of a Product Order, to post "Seller's Performance Assurance" through either the: (i) posting of a Letter of Credit; or (ii) posting of cash collateral with Buyer. If a Designated System ID under the Product Order is Energized, seller will be allowed to defer to have the Performance Assurance for that Designated System ID withheld from the first payment due under the Product Order.

The amount of such Seller's Performance Assurance shall be equal to the sum of the Collateral Requirement across all Designated Systems included in this Agreement ("Performance Assurance Amount").

We appreciate the opportunity to provide any additional feedback or comments as needed throughout the process.

Respectfully,

[Commenter 12 representative]