

PPL DSPP2 – Full Requirements RFP
Bid Assurance Letter of Credit
ACCEPTABLE Modifications

APPENDIX 8

BID ASSURANCE LETTER OF CREDIT
DEFAULT SERVICE FULL REQUIREMENTS AND SPOT MARKET SUPPLY

{TO BE ISSUED ON THE LETTERHEAD OF THE ISSUING BANK}
IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

ISSUE DATE _____

EXPIRY DATE _____

APPLICANT _____

[NAME]

[ADDRESS]

BENEFICIARY

[NAME]

[ADDRESS]

CURRENCY AMOUNT

USD *****\$ _____

WE HEREBY ISSUE IN YOUR FAVOR OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO: _____ FOR THE ACCOUNT OF _____ (“APPLICANT”) FOR AN AMOUNT OR AMOUNTS NOT TO EXCEED IN THE AGGREGATE US DOLLARS _____ AVAILABLE BY YOUR DRAFT(S) AT SIGHT ON THE BANK OF _____ (“ISSUER”) (ADDRESS), EFFECTIVE _____ AND EXPIRING AT OUR COUNTERS ON _____ AT 5:00 PM NEW YORK, NEW YORK TIME, WHICH IS AT LEAST 60 DAYS FROM THE DATE OF ISSUANCE, UNLESS TERMINATED EARLIER IN ACCORDANCE WITH THE PROVISIONS OF THIS LETTER OF CREDIT OR OTHERWISE EXTENDED BY AMENDMENT.

1. May we make the following changes to the Bid Assurance Letter of Credit?

CURRENCY AMOUNT

USD *****\$

WE HEREBY ISSUE IN YOUR FAVOR OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO: _____ FOR THE ACCOUNT OF _____ (“APPLICANT”) FOR AN AMOUNT OR AMOUNTS NOT TO EXCEED IN THE AGGREGATE US DOLLARS _____ (“**LETTER OF CREDIT**”) AVAILABLE BY YOUR DRAFT(S) AT SIGHT **DRAWN** ON THE BANK OF _____ (“ISSUER”) _____ (ADDRESS), EFFECTIVE _____ AND EXPIRING ...

This change is acceptable.

2. May we make the following change to the Bid Assurance Letter of Credit?

WE HEREBY ISSUE IN YOUR FAVOR OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO: _____ FOR THE ACCOUNT OF _____ (“APPLICANT”) FOR AN AMOUNT OR AMOUNTS NOT TO EXCEED IN THE AGGREGATE US DOLLARS _____ AVAILABLE BY YOUR DRAFT(S) AT SIGHT **DRAWN** ON THE BANK OF _____ (“ISSUER”) (ADDRESS), EFFECTIVE _____ AND EXPIRING AT OUR COUNTERS ON _____ AT 5:00 PM ~~NEW YORK, NEW YORK~~ **EASTERN STANDARD** TIME, WHICH IS AT LEAST 60 DAYS FROM THE DATE OF ISSUANCE, UNLESS TERMINATED EARLIER IN ACCORDANCE WITH THE PROVISIONS OF THIS LETTER OF CREDIT OR OTHERWISE EXTENDED BY AMENDMENT.

This change is acceptable.

3. May we make the following change to the Bid Assurance Letter of Credit?

WE HEREBY ISSUE IN YOUR FAVOR OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO: _____ FOR THE ACCOUNT OF _____ (“APPLICANT”) FOR AN AMOUNT OR AMOUNTS NOT TO EXCEED IN THE AGGREGATE US DOLLARS _____ AVAILABLE BY YOUR DRAFT(S) AT SIGHT ON THE BANK OF _____ (“ISSUER”) (ADDRESS), EFFECTIVE _____ AND EXPIRING AT OUR COUNTERS ON _____ AT 5:00 PM NEW YORK, NEW YORK TIME, (**THE “EXPIRY DATE”**), ~~WHICH IS AT LEAST 60 DAYS FROM THE DATE OF ISSUANCE, UNLESS~~ TERMINATED EARLIER IN ACCORDANCE WITH THE PROVISIONS OF THIS LETTER OF CREDIT OR OTHERWISE EXTENDED BY AMENDMENT.

This change is acceptable, provided that the specific date inserted is at least 60 days from the date of issuance.

4. May we make the following change to the Bid Assurance Letter of Credit?

WE HEREBY ISSUE IN YOUR FAVOR OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO: _____ FOR THE ACCOUNT OF _____ (“APPLICANT”) FOR AN AMOUNT OR AMOUNTS NOT TO EXCEED IN THE AGGREGATE US DOLLARS _____ AVAILABLE BY YOUR DRAFT(S) AT SIGHT ON THE BANK OF _____ (“ISSUER”) (ADDRESS), EFFECTIVE _____ AND EXPIRING AT OUR COUNTERS ON _____ **(THE "EXPIRATION DATE")** AT 5:00 PM NEW YORK, NEW YORK TIME, ~~WHICH IS AT LEAST 60 DAYS FROM THE DATE OF ISSUANCE, UNLESS TERMINATED EARLIER IN ACCORDANCE WITH THE PROVISIONS OF THIS LETTER OF CREDIT OR OTHERWISE EXTENDED BY AMENDMENT.~~

This change is acceptable, provided that the specific date inserted is at least 60 days from the date of issuance.

5. May we make the following change to the Bid Assurance Letter of Credit?

WE HEREBY ISSUE IN YOUR FAVOR OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO: _____ **(THIS "LETTER OF CREDIT")** FOR THE ACCOUNT OF _____ **(THE** “APPLICANT”) FOR AN AMOUNT ~~OR AMOUNTS~~ NOT TO EXCEED IN THE AGGREGATE US DOLLARS _____ AVAILABLE BY YOUR DRAFT(S) AT SIGHT ON THE BANK OF _____ (“ISSUER”) (ADDRESS), EFFECTIVE _____ AND EXPIRING AT OUR COUNTERS ON _____ **OFFICE** AT 5:00 PM NEW YORK, NEW YORK TIME, ON **(THE "EXPIRY DATE")**, WHICH IS AT LEAST 60 DAYS FROM THE DATE OF ISSUANCE, UNLESS TERMINATED EARLIER IN ACCORDANCE WITH THE PROVISIONS OF THIS LETTER OF CREDIT OR OTHERWISE EXTENDED BY AMENDMENT.

This change is acceptable.

6. May we make the following change to the Bid Assurance Letter of Credit?

WE HEREBY ISSUE IN YOUR FAVOR OUR IRREVOCABLE ~~STANDBY~~ LETTER OF CREDIT NO: _____ FOR THE ACCOUNT OF _____ (“APPLICANT”) FOR AN AMOUNT OR AMOUNTS NOT TO EXCEED IN THE AGGREGATE US DOLLARS _____ AVAILABLE BY YOUR DRAFT(S) AT SIGHT ON THE BANK OF _____ (“ISSUER”) (ADDRESS), EFFECTIVE _____ AND EXPIRING AT OUR COUNTERS ON _____ AT 5:00 PM NEW YORK, NEW YORK TIME, WHICH IS AT LEAST 60 DAYS FROM THE DATE OF ISSUANCE, UNLESS TERMINATED EARLIER IN ACCORDANCE WITH THE PROVISIONS OF THIS LETTER OF CREDIT OR OTHERWISE EXTENDED BY AMENDMENT.

This change is acceptable.

7. May we make the following change to the Bid Assurance Letter of Credit?

WE HEREBY ISSUE IN YOUR FAVOR OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO: _____ FOR THE ACCOUNT OF _____ (“APPLICANT”) FOR AN AMOUNT OR AMOUNTS NOT TO EXCEED IN THE AGGREGATE US DOLLARS _____ AVAILABLE BY YOUR DRAFT(S) AT SIGHT ON THE BANK OF _____ (“ISSUER”) (ADDRESS), EFFECTIVE _____ AND EXPIRING AT OUR COUNTERS ON _____ AT 5:00 PM NEW YORK, NEW YORK TIME, **(THE “EXPIRY DATE”)** ~~WHICH IS AT LEAST 60 DAYS FROM THE DATE OF ISSUANCE, UNLESS~~ TERMINATED EARLIER IN ACCORDANCE WITH THE PROVISIONS OF THIS LETTER OF CREDIT OR OTHERWISE EXTENDED BY AMENDMENT.

This change is acceptable, provided that the specific date inserted is at least 60 days from the date of issuance.

8. May we make the following change to the Bid Assurance Letter of Credit?

WE HEREBY ISSUE IN YOUR FAVOR OUR IRREVOCABLE STANDBY-LETTER OF CREDIT NO: _____ FOR THE ACCOUNT OF _____ (“APPLICANT”) FOR AN AMOUNT OR AMOUNTS NOT TO EXCEED IN THE AGGREGATE US DOLLARS _____ AVAILABLE BY YOUR DRAFT(S) AT SIGHT ~~ON THE BANK OF _____~~ (“ISSUER”) (ADDRESS), EFFECTIVE _____ AND EXPIRING AT OUR COUNTERS ON _____ AT 5:00 PM NEW YORK, NEW YORK TIME, WHICH IS AT LEAST 60 DAYS FROM THE DATE OF ISSUANCE, UNLESS TERMINATED EARLIER IN ACCORDANCE WITH THE PROVISIONS OF THIS LETTER OF CREDIT OR OTHERWISE EXTENDED BY AMENDMENT.

This change is acceptable.

9. May we make the following change to the Bid Assurance Letter of Credit?

WE HEREBY ISSUE IN YOUR FAVOR OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO: _____ **(THE “LETTER OF CREDIT”)** FOR THE ACCOUNT OF _____ (“APPLICANT”) FOR AN AMOUNT OR AMOUNTS NOT TO EXCEED IN THE AGGREGATE US DOLLARS _____ AVAILABLE BY YOUR DRAFT(S) AT SIGHT ON THE BANK OF _____ (“ISSUER”) (ADDRESS), EFFECTIVE _____ AND EXPIRING AT OUR COUNTERS ON _____ AT 5:00 PM NEW YORK, NEW YORK TIME, WHICH IS AT LEAST 60 DAYS FROM THE DATE OF ISSUANCE, UNLESS TERMINATED EARLIER IN ACCORDANCE WITH THE PROVISIONS OF THIS LETTER OF CREDIT OR OTHERWISE EXTENDED BY AMENDMENT.

This change is acceptable.

10. May we make the following change to the Bid Assurance Letter of Credit?

WE HEREBY ISSUE IN YOUR FAVOR OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO: _____ FOR THE ACCOUNT OF _____ (“APPLICANT”) FOR AN AMOUNT OR AMOUNTS NOT TO EXCEED IN THE AGGREGATE US DOLLARS _____ AVAILABLE BY YOUR DRAFT(S) AT SIGHT ON THE BANK OF _____ (“ISSUER”) (ADDRESS), EFFECTIVE _____ AND EXPIRING AT OUR COUNTERS ON _____ AT 5:00 PM ~~NEW YORK, NEW YORK~~ **LOS ANGELES, CALIFORNIA** TIME, WHICH IS AT LEAST 60 DAYS FROM THE DATE OF ISSUANCE, UNLESS TERMINATED EARLIER IN ACCORDANCE WITH THE PROVISIONS OF THIS LETTER OF CREDIT OR OTHERWISE EXTENDED BY AMENDMENT.

This change is acceptable.

THIS LETTER OF CREDIT IS PRESENTABLE AND PAYABLE AT OUR COUNTERS AND WE HEREBY ENGAGE WITH YOU THAT DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE HONORED ON PRESENTATION IF ACCOMPANIED BY THE REQUIRED DOCUMENTS PURSUANT TO THE TERMS OF THIS LETTER OF CREDIT.

11. May we make the following change to the Bid Assurance Letter of Credit?

THIS LETTER OF CREDIT IS PRESENTABLE AND PAYABLE AT OUR COUNTERS AND WE HEREBY ENGAGE WITH YOU THAT DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE HONORED ON PRESENTATION IF ACCOMPANIED BY THE REQUIRED DOCUMENTS PURSUANT TO THE TERMS **AND CONDITIONS** OF THIS LETTER OF CREDIT.

This change is acceptable.

12. May we make the following change to the Bid Assurance Letter of Credit?

THIS LETTER OF CREDIT IS PRESENTABLE AND PAYABLE AT OUR COUNTERS AND WE HEREBY ENGAGE WITH YOU THAT DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS **AND CONDITIONS** OF THIS LETTER OF CREDIT WILL BE HONORED ON PRESENTATION IF ACCOMPANIED BY THE REQUIRED DOCUMENTS PURSUANT TO THE TERMS OF THIS LETTER OF CREDIT.

This change is acceptable.

13. May we make the following change to the Bid Assurance Letter of Credit?

THIS LETTER OF CREDIT IS PRESENTABLE AND PAYABLE AT OUR ~~COUNTERS~~**OFFICE** AND WE HEREBY ENGAGE WITH YOU THAT DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE HONORED **UPON** PRESENTATION IF ACCOMPANIED BY THE REQUIRED DOCUMENTS ~~PURSUANT TO THE TERMS OF THIS LETTER OF CREDIT~~ **SPECIFIED BELOW.**

This change is acceptable.

14. May we make the following change to the Bid Assurance Letter of Credit?

THIS LETTER OF CREDIT IS PRESENTABLE AND PAYABLE AT OUR COUNTERS AND WE HEREBY ENGAGE WITH YOU THAT DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE HONORED ON PRESENTATION **(IN PERSON, BY FIRST CLASS CERTIFIED AND REGISTERED U.S. MAIL OR BY OVERNIGHT MAIL)** IF ACCOMPANIED BY THE REQUIRED DOCUMENTS PURSUANT TO THE TERMS OF THIS LETTER OF CREDIT.

This change is acceptable.

BENEFICIARY WILL HOLD THIS LETTER OF CREDIT UNTIL WE RECEIVE WRITTEN NOTIFICATION FROM THE BENEFICIARY THAT EITHER:

1. THE APPLICANT'S BID PROPOSAL IN THE PPL ELECTRIC DEFAULT SERVICE RFP SOLICITATION ON [INSERT DATE] (THE "SOLICITATION DATE") HAS BEEN REJECTED IN WHOLE AND THE APPLICANT HAS BEEN NOTIFIED OF SUCH REJECTION; OR
2. THE APPLICANT HAS WON TRANCHES IN THE PPL ELECTRIC DEFAULT SERVICE RFP SOLICITATION ON THE SOLICITATION DATE AND HAS EXECUTED THE DEFAULT SERVICE SUPPLY MASTER AGREEMENT ("SMA") AND/OR DEFAULT SERVICE SPOT MARKET SUPPLY MASTER AGREEMENT AND/OR TRANSACTION CONFIRMATIONS FOR SUCH TRANCHES.

UPON EITHER OF THE ABOVE TWO CONDITIONS, THIS LETTER OF CREDIT WILL BE RETURNED BY THE BENEFICIARY TO THE ISSUER WITHIN TWO BUSINESS DAYS. THE APPLICANT MAY REQUEST THAT THIS LETTER OF CREDIT RESIDE WITH THE BENEFICIARY THROUGH THE ENTIRE MULTI-SOLICITATION PERIOD OF THE PPL DEFAULT SERVICE RFP.

15. May we make the following change to the Bid Assurance Letter of Credit?

UPON EITHER OF THE ABOVE TWO CONDITIONS, THIS LETTER OF CREDIT WILL BE RETURNED BY THE BENEFICIARY TO THE ISSUER WITHIN TWO BUSINESS DAYS. ~~THE APPLICANT MAY REQUEST THAT THIS LETTER OF CREDIT RESIDE WITH THE BENEFICIARY THROUGH THE ENTIRE MULTI-SOLICITATION PERIOD OF THE PPL DEFAULT SERVICE RFP.~~

This change is acceptable.

16. May we make the following change to the Bid Assurance Letter of Credit?

~~BENEFICIARY WILL HOLD THIS LETTER OF CREDIT~~ **WILL REMAIN IN FULL FORCE AND EFFECT** UNTIL **THE EARLIER OF: THE EXPIRY DATE OR** WE RECEIVE WRITTEN NOTIFICATION FROM THE BENEFICIARY THAT EITHER:

1. THE APPLICANT'S BID PROPOSAL IN THE PPL ELECTRIC DEFAULT SERVICE RFP SOLICITATION ON [INSERT DATE] (THE "SOLICITATION DATE") HAS BEEN REJECTED IN WHOLE AND THE APPLICANT HAS BEEN NOTIFIED OF SUCH REJECTION; OR
2. THE APPLICANT HAS WON TRANCHES IN THE PPL ELECTRIC DEFAULT SERVICE RFP SOLICITATION ON THE SOLICITATION DATE AND HAS EXECUTED THE DEFAULT SERVICE SUPPLY MASTER AGREEMENT ("SMA") AND/OR DEFAULT SERVICE SPOT MARKET SUPPLY MASTER AGREEMENT AND/OR TRANSACTION CONFIRMATIONS FOR SUCH TRANCHES.

This change is acceptable.

17. May we make the following change to the Bid Assurance Letter of Credit?

~~UPON EITHER OF THE ABOVE TWO CONDITIONS, THIS LETTER OF CREDIT WILL BE RETURNED BY THE BENEFICIARY TO THE ISSUER WITHIN TWO BUSINESS DAYS. THE APPLICANT MAY REQUEST THAT THIS LETTER OF CREDIT RESIDE WITH THE BENEFICIARY THROUGH THE ENTIRE MULTI-SOLICITATION PERIOD OF THE PPL DEFAULT SERVICE RFP.~~

This change is acceptable.

18. May we make the following change to the Bid Assurance Letter of Credit?

~~BENEFICIARY WILL HOLD THIS LETTER OF CREDIT UNTIL WE RECEIVE~~**THIS LETTER OF CREDIT WILL AUTOMATICALLY TERMINATE UPON RECEIPT BY US OF A** WRITTEN NOTIFICATION FROM THE BENEFICIARY THAT EITHER:
1. THE APPLICANT'S BID PROPOSAL IN THE PPL ELECTRIC DEFAULT SERVICE RFP SOLICITATION ON [INSERT DATE] (THE "SOLICITATION DATE") HAS BEEN REJECTED IN WHOLE AND THE APPLICANT HAS BEEN NOTIFIED OF SUCH REJECTION; OR
2. THE APPLICANT HAS WON TRANCHES IN THE PPL ELECTRIC DEFAULT SERVICE RFP SOLICITATION ON THE SOLICITATION DATE AND HAS EXECUTED THE DEFAULT SERVICE SUPPLY MASTER AGREEMENT ("SMA") AND/OR DEFAULT SERVICE SPOT MARKET SUPPLY MASTER AGREEMENT AND/OR TRANSACTION CONFIRMATIONS FOR SUCH TRANCHES.

This change is acceptable.

19. May we make the following change to the Bid Assurance Letter of Credit?

UPON EITHER OF THE ABOVE TWO CONDITIONS, THIS **ORIGINAL** LETTER OF CREDIT **AND AMENDMENTS** WILL BE RETURNED BY THE BENEFICIARY TO THE ISSUER WITHIN TWO BUSINESS DAYS. THE APPLICANT MAY REQUEST THAT THIS LETTER OF CREDIT RESIDE WITH THE BENEFICIARY THROUGH THE ENTIRE MULTI-SOLICITATION PERIOD OF THE PPL DEFAULT SERVICE RFP.

This change is acceptable.

20. May we make the following change to the Bid Assurance Letter of Credit?

UPON EITHER OF THE ABOVE TWO CONDITIONS, THIS **ORIGINAL** LETTER OF CREDIT **AND ANY AMENDMENTS** WILL BE RETURNED BY THE BENEFICIARY TO THE ISSUER WITHIN TWO BUSINESS DAYS. THE APPLICANT MAY REQUEST THAT THIS LETTER OF CREDIT RESIDE WITH THE BENEFICIARY THROUGH THE ENTIRE MULTI-SOLICITATION PERIOD OF THE PPL DEFAULT SERVICE RFP.

This change is acceptable.

21. May we make the following change to the Bid Assurance Letter of Credit?

UPON EITHER OF THE ABOVE TWO CONDITIONS, THIS LETTER OF CREDIT WILL BE RETURNED BY THE BENEFICIARY TO THE ISSUER WITHIN TWO BUSINESS DAYS. ~~THE APPLICANT MAY REQUEST THAT THIS LETTER OF CREDIT RESIDE WITH THE BENEFICIARY THROUGH THE ENTIRE MULTI-SOLICITATION PERIOD OF THE PPL DEFAULT SERVICE RFP.~~

This change is acceptable.

22. May we make the following change to the Bid Assurance Letter of Credit?

BENEFICIARY WILL HOLD THIS LETTER OF CREDIT UNTIL WE RECEIVE WRITTEN NOTIFICATION FROM THE BENEFICIARY THAT EITHER:

1. THE APPLICANT'S BID PROPOSAL IN **THAT CERTAIN**~~THE~~ PPL ELECTRIC DEFAULT SERVICE RFP SOLICITATION ON [INSERT DATE] (THE "SOLICITATION DATE") HAS BEEN REJECTED IN WHOLE AND THE APPLICANT HAS BEEN NOTIFIED OF SUCH REJECTION; OR
2. THE APPLICANT HAS WON TRANCHES IN **THAT CERTAIN**~~THE~~ PPL ELECTRIC DEFAULT SERVICE RFP SOLICITATION ON THE SOLICITATION DATE AND HAS EXECUTED **THAT CERTAIN**~~THE~~ DEFAULT SERVICE SUPPLY MASTER AGREEMENT ("SMA") AND/OR DEFAULT SERVICE SPOT MARKET SUPPLY MASTER AGREEMENT AND/OR TRANSACTION CONFIRMATIONS FOR SUCH TRANCHES.

This change is acceptable.

23. May we make the following change to the Bid Assurance Letter of Credit?

UPON EITHER OF THE ABOVE TWO CONDITIONS, THIS LETTER OF CREDIT WILL BE RETURNED BY THE BENEFICIARY TO THE ISSUER WITHIN TWO BUSINESS DAYS VIA OVERNIGHT COURIER. THE APPLICANT MAY REQUEST THAT THIS LETTER OF CREDIT RESIDE WITH THE BENEFICIARY THROUGH THE ENTIRE MULTI-SOLICITATION PERIOD OF THE PPL DEFAULT SERVICE RFP.

This change is acceptable.

24. May we make the following change to the Bid Assurance Letter of Credit?

UPON EITHER OF THE ABOVE TWO CONDITIONS, THIS LETTER OF CREDIT WILL BE RETURNED BY THE BENEFICIARY TO THE ISSUER WITHIN TWO BUSINESS DAYS BY OVERNIGHT COURIER. THE APPLICANT MAY REQUEST THAT THIS LETTER OF CREDIT RESIDE WITH THE BENEFICIARY THROUGH THE ENTIRE MULTI-SOLICITATION PERIOD OF THE PPL DEFAULT SERVICE RFP.

This change is acceptable.

25. May we make the following change to the Bid Assurance Letter of Credit?

UPON EITHER OF THE ABOVE TWO CONDITIONS, THIS LETTER OF CREDIT WILL BE RETURNED BY THE BENEFICIARY TO THE ISSUER WITHIN TWO BUSINESS DAYS ACCOMPANIED BY THE BENEFICIARY'S WRITTEN INSTRUCTIONS TO CANCEL THIS LETTER OF CREDIT. THE APPLICANT MAY REQUEST THAT THIS LETTER OF CREDIT RESIDE WITH THE BENEFICIARY THROUGH THE ENTIRE MULTI-SOLICITATION PERIOD OF THE PPL DEFAULT SERVICE RFP.

This change is acceptable.

26. May we make the following change to the Bid Assurance Letter of Credit?

UPON EITHER OF THE ABOVE TWO CONDITIONS, THIS LETTER OF CREDIT WILL BE RETURNED BY THE BENEFICIARY TO THE ISSUER WITHIN TWO BUSINESS DAYS WITH WRITTEN CONFIRMATION AUTHORIZING THE CANCELLATION ~~THE APPLICANT MAY REQUEST THAT THIS LETTER OF CREDIT RESIDE WITH THE BENEFICIARY THROUGH THE ENTIRE MULTI-SOLICITATION PERIOD OF THE PPL DEFAULT SERVICE RFP.~~

This change is acceptable.

27. May we make the following change to the Bid Assurance Letter of Credit?

WE ARE INFORMED THAT UPON EITHER OF THE ABOVE TWO CONDITIONS, THIS LETTER OF CREDIT WILL BE RETURNED BY THE BENEFICIARY TO THE ISSUER WITHIN TWO BUSINESS DAYS. THE APPLICANT MAY REQUEST THAT THIS LETTER OF CREDIT RESIDE WITH THE BENEFICIARY THROUGH THE ENTIRE MULTI-SOLICITATION PERIOD OF THE PPL DEFAULT SERVICE RFP.

This change is acceptable.

28. May we make the following change to the Bid Assurance Letter of Credit?

UPON EITHER OF THE ABOVE TWO CONDITIONS, THIS LETTER OF CREDIT WILL BE RETURNED BY THE BENEFICIARY TO THE ISSUER WITHIN TWO BUSINESS DAYS **FOR CANCELLATION**. THE APPLICANT MAY REQUEST THAT THIS LETTER OF CREDIT RESIDE WITH THE BENEFICIARY THROUGH THE ENTIRE MULTI-SOLICITATION PERIOD OF THE PPL DEFAULT SERVICE RFP.

This change is acceptable.

29. May we make the following change to the Bid Assurance Letter of Credit?

BENEFICIARY WILL HOLD THIS LETTER OF CREDIT UNTIL WE RECEIVE WRITTEN **AND SIGNED** NOTIFICATION FROM THE BENEFICIARY THAT EITHER:

1. **“THE APPLICANT’S BID PROPOSAL IN THE PPL ELECTRIC DEFAULT SERVICE RFP SOLICITATION ON [INSERT DATE] (THE “SOLICITATION DATE”) HAS BEEN REJECTED IN WHOLE AND THE APPLICANT HAS BEEN NOTIFIED OF SUCH REJECTION”;** OR
2. **“THE APPLICANT HAS WON TRANCHES IN THE PPL ELECTRIC DEFAULT SERVICE RFP SOLICITATION ON THE SOLICITATION DATE AND HAS EXECUTED THE DEFAULT SERVICE SUPPLY MASTER AGREEMENT (“SMA”) AND/OR DEFAULT SERVICE SUPPLY MASTER AGREEMENT AND/OR DEFAULT SERVICE SPOT MARKET SUPPLY MASTER AGREEMENT AND/OR TRANSACTION CONFIRMATIONS FOR SUCH TRANCHES”.**

This change is acceptable.

30. May we make the following change to the Bid Assurance Letter of Credit?

UPON EITHER OF THE ABOVE TWO CONDITIONS, THIS LETTER OF CREDIT WILL BE RETURNED BY THE BENEFICIARY TO THE ISSUER WITHIN TWO BUSINESS DAYS. THE APPLICANT MAY REQUEST THAT THIS LETTER OF CREDIT RESIDE WITH THE BENEFICIARY THROUGH THE ENTIRE MULTI-SOLICITATION PERIOD OF THE PPL DEFAULT SERVICE RFP.

This change is acceptable.

THIS LETTER OF CREDIT MAY ALSO BE TERMINATED PRIOR TO THE STATED EXPIRY DATE UPON BENEFICIARY'S RECEIPT OF FULL PAYMENT FROM THE APPLICANT AND ISSUER'S RECEIPT OF A WRITTEN RELEASE FROM THE BENEFICIARY RELEASING THE ISSUER FROM ITS OBLIGATIONS UNDER THIS LETTER OF CREDIT.

31. May we make the following change to the Bid Assurance Letter of Credit?

THIS LETTER OF CREDIT MAY ALSO BE TERMINATED PRIOR TO THE STATED EXPIRY DATE UPON BENEFICIARY'S RECEIPT OF FULL PAYMENT FROM THE APPLICANT AND ISSUER'S RECEIPT OF A WRITTEN RELEASE FROM THE BENEFICIARY RELEASING THE ISSUER FROM ITS OBLIGATIONS UNDER THIS LETTER OF CREDIT **ACCOMPANIED BY THE ORIGINAL LETTER OF CREDIT AND ALL AMENDMENTS.**

This change is acceptable.

32. May we make the following change to the Bid Assurance Letter of Credit?

THIS LETTER OF CREDIT MAY ALSO BE TERMINATED PRIOR TO THE STATED EXPIRY DATE UPON BENEFICIARY'S RECEIPT OF FULL PAYMENT FROM THE APPLICANT AND ISSUER'S RECEIPT OF A WRITTEN RELEASE FROM THE BENEFICIARY **ACCOMPANIED BY THE ORIGINAL OF THIS LETTER OF CREDIT AND ALL ORIGINAL AMENDMENTS (IF ANY),** RELEASING THE ISSUER FROM ITS OBLIGATIONS UNDER THIS LETTER OF CREDIT.

This change is acceptable.

33. May we make the following change to the Bid Assurance Letter of Credit?

THIS LETTER OF CREDIT MAY ALSO BE TERMINATED PRIOR TO THE STATED EXPIRY DATE UPON BENEFICIARY'S RECEIPT OF FULL PAYMENT FROM THE APPLICANT AND ISSUER'S RECEIPT OF A WRITTEN RELEASE FROM THE BENEFICIARY, **ACCOMPANIED BY THE ORIGINAL OF THIS LETTER OF CREDIT,** RELEASING THE ISSUER FROM ITS OBLIGATIONS UNDER THIS LETTER OF CREDIT.

This change is acceptable.

34. May we make the following change to the Bid Assurance Letter of Credit?

THIS LETTER OF CREDIT MAY ALSO BE TERMINATED PRIOR TO THE STATED EXPIRY DATE UPON BENEFICIARY'S RECEIPT OF FULL PAYMENT FROM THE APPLICANT AND ISSUER'S RECEIPT OF A WRITTEN RELEASE FROM THE BENEFICIARY RELEASING THE ISSUER FROM ITS OBLIGATIONS UNDER THIS LETTER OF CREDIT **ACCOMPANIED BY THE ORIGINAL OF THIS LETTER OF CREDIT.**

This change is acceptable.

35. May we make the following change to the Bid Assurance Letter of Credit?

THIS LETTER OF CREDIT MAY ALSO BE TERMINATED PRIOR TO THE STATED EXPIRY DATE UPON BENEFICIARY'S RECEIPT OF FULL PAYMENT FROM THE APPLICANT AND ISSUER'S RECEIPT OF A WRITTEN RELEASE FROM THE BENEFICIARY RELEASING THE ISSUER FROM ITS OBLIGATIONS UNDER THIS LETTER OF CREDIT **ACCOMPANIED BY THE ORIGINAL LETTER OF CREDIT AND ALL AMENDMENTS, IF ANY.**

This change is acceptable.

36. May we make the following change to the Bid Assurance Letter of Credit?

THIS LETTER OF CREDIT MAY ~~ALSO~~ BE TERMINATED PRIOR TO THE STATED EXPIRY DATE UPON BENEFICIARY'S RECEIPT OF FULL PAYMENT FROM THE APPLICANT AND ISSUER'S RECEIPT OF A WRITTEN RELEASE FROM THE BENEFICIARY RELEASING THE ISSUER FROM ITS OBLIGATIONS UNDER THIS LETTER OF CREDIT.

This change is acceptable.

37. May we make the following change to the Bid Assurance Letter of Credit?

THIS LETTER OF CREDIT MAY ALSO BE TERMINATED PRIOR TO THE STATED EXPIRY DATE UPON ~~BENEFICIARY'S~~ **OUR** RECEIPT OF FULL PAYMENT FROM THE APPLICANT AND ISSUER'S RECEIPT OF A WRITTEN RELEASE FROM THE BENEFICIARY RELEASING THE ISSUER FROM ITS OBLIGATIONS UNDER THIS LETTER OF CREDIT.

This change is acceptable.

38. May we make the following change to the Bid Assurance Letter of Credit?

THIS LETTER OF CREDIT MAY ALSO BE TERMINATED PRIOR TO THE STATED EXPIRY DATE UPON BENEFICIARY'S RECEIPT OF FULL PAYMENT FROM THE APPLICANT AND ISSUER'S RECEIPT OF A WRITTEN RELEASE FROM THE BENEFICIARY RELEASING THE ISSUER FROM ITS OBLIGATIONS UNDER THIS LETTER OF CREDIT, ACCOMPANIED BY THE ORIGINAL LETTER OF CREDIT AND ALL AMENDMENTS.

This change is acceptable.

39. May we make the following change to the Bid Assurance Letter of Credit?

THIS LETTER OF CREDIT MAY ALSO BE TERMINATED PRIOR TO THE STATED EXPIRY DATE UPON BENEFICIARY'S RECEIPT OF FULL PAYMENT FROM THE APPLICANT AND ISSUER'S RECEIPT OF A WRITTEN RELEASE FROM THE BENEFICIARY RELEASING THE ISSUER FROM ITS OBLIGATIONS UNDER THIS LETTER OF CREDIT ACCOMPANIED BY THE ORIGINAL LETTER OF CREDIT AND ANY AMENDMENTS.

This change is acceptable.

40. May we make the following change to the Bid Assurance Letter of Credit?

THIS LETTER OF CREDIT MAY ALSO BE TERMINATED PRIOR TO THE STATED EXPIRY DATE UPON BENEFICIARY'S RECEIPT OF FULL PAYMENT FROM THE APPLICANT AND ISSUER'S RECEIPT OF A WRITTEN RELEASE FROM THE BENEFICIARY RELEASING THE ISSUER FROM ITS OBLIGATIONS UNDER THIS LETTER OF CREDIT ACCOMPANIED BY THIS ORIGINAL LETTER OF CREDIT AND ANY AMENDMENT(S).

This change is acceptable.

41. May we make the following change to the Bid Assurance Letter of Credit?

THIS LETTER OF CREDIT MAY ALSO BE TERMINATED PRIOR TO THE STATED EXPIRY DATE UPON BENEFICIARY'S RECEIPT OF FULL PAYMENT FROM THE APPLICANT AND ISSUER'S RECEIPT OF A WRITTEN RELEASE FROM THE BENEFICIARY RELEASING THE ISSUER FROM ITS OBLIGATIONS UNDER THIS LETTER OF CREDIT PLUS THE ORIGINAL LETTER OF CREDIT AND ALL AMENDMENTS ATTACHED THERETO.

This change is acceptable.

42. May we make the following change to the Bid Assurance Letter of Credit?

THIS LETTER OF CREDIT MAY ALSO BE TERMINATED PRIOR TO THE STATED EXPIRY DATE UPON ~~BENEFICIARY'S RECEIPT OF FULL PAYMENT FROM THE APPLICANT AND ISSUER'S RECEIPT OF A WRITTEN RELEASE FROM THE~~ BENEFICIARY RELEASING THE ISSUER FROM ITS OBLIGATIONS UNDER THIS LETTER OF CREDIT.

This change is acceptable.

43. May we make the following change to the Bid Assurance Letter of Credit?

THIS LETTER OF CREDIT MAY ALSO BE TERMINATED PRIOR TO THE STATED EXPIRY DATE UPON BENEFICIARY'S RECEIPT OF FULL PAYMENT FROM THE APPLICANT AND ISSUER'S RECEIPT OF A WRITTEN RELEASE FROM THE BENEFICIARY RELEASING THE ISSUER FROM ITS OBLIGATIONS UNDER THIS LETTER OF CREDIT **AND THE ORIGINAL LETTER OF CREDIT AND ALL AMENDMENTS ATTACHED THERETO.**

This change is acceptable.

44. May we make the following change to the Bid Assurance Letter of Credit?

THIS LETTER OF CREDIT MAY ALSO BE TERMINATED PRIOR TO THE STATED EXPIRY DATE UPON BENEFICIARY'S RECEIPT OF FULL PAYMENT FROM THE APPLICANT AND ISSUER'S RECEIPT OF A WRITTEN **AND SIGNED** RELEASE FROM THE BENEFICIARY, **RETURNING THE ORIGINAL LETTER OF CREDIT AND ALL AMENDMENT(S) (IF ANY) AND** RELEASING THE ISSUER FROM ITS OBLIGATIONS UNDER THIS LETTER OF CREDIT.

This change is acceptable.

IF THE APPLICANT IS AWARDED TRANCHE(S) IN THE PPL DEFAULT SERVICE RFP SOLICITATION ON THE SOLICITATION DATE AND DOES NOT TIMELY EXECUTE THE TRANSACTION CONFIRMATIONS ASSOCIATED WITH SUCH TRANCHES, THE APPLICANT SHALL FORFEIT THE ENTIRE AMOUNT OF THIS LETTER OF CREDIT.

45. May we make the following change to the Bid Assurance Letter of Credit?

THE ONLY CIRCUMSTANCE WHICH WILL RESULT IN BENEFICIARY BEING ALLOWED TO DRAW UNDER THIS LETTER OF CREDIT IS IF THE APPLICANT IS AWARDED TRANCHE(S) IN THE PPL DEFAULT SERVICE RFP SOLICITATION ON THE SOLICITATION DATE AND DOES NOT TIMELY EXECUTE THE TRANSACTION CONFIRMATIONS ASSOCIATED WITH SUCH TRANCHES, THE APPLICANT SHALL FORFEIT THE ENTIRE AMOUNT OF THIS LETTER OF CREDIT.

This change is acceptable.

46. May we make the following change to the Bid Assurance Letter of Credit?

IF THE APPLICANT IS AWARDED TRANCHE(S) IN THE PPL DEFAULT SERVICE RFP SOLICITATION ON THE SOLICITATION DATE AND DOES NOT TIMELY EXECUTE THE TRANSACTION CONFIRMATIONS ASSOCIATED WITH SUCH TRANCHES, THE APPLICANT SHALL FORFEIT THE **BENEFICIARY MAY DRAW** **THE** ENTIRE AMOUNT OF THIS LETTER OF CREDIT.

This change is acceptable.

47. May we make the following change to the Bid Assurance Letter of Credit?

IF THE APPLICANT IS AWARDED TRANCHE(S) IN THE PPL DEFAULT SERVICE RFP SOLICITATION ON THE SOLICITATION DATE AND DOES NOT TIMELY EXECUTE THE TRANSACTION CONFIRMATIONS ASSOCIATED WITH SUCH TRANCHES, THE APPLICANT SHALL FORFEIT **BENEFICIARY WILL DRAW** THE ENTIRE AMOUNT OF THIS LETTER OF CREDIT.

This change is acceptable.

48. May we make the following change to the Bid Assurance Letter of Credit?

IF THE APPLICANT IS AWARDED TRANCHE(S) IN THAT CERTAIN THE PPL DEFAULT SERVICE RFP SOLICITATION ON THE SOLICITATION DATE AND DOES NOT TIMELY EXECUTE THE TRANSACTION CONFIRMATIONS ASSOCIATED WITH SUCH TRANCHES, THE APPLICANT SHALL FORFEIT THE ENTIRE AMOUNT OF THIS LETTER OF CREDIT.

This change is acceptable.

49. May we make the following change to the Bid Assurance Letter of Credit?

IF THE APPLICANT IS AWARDED TRANCHE(S) IN THE PPL DEFAULT SERVICE RFP SOLICITATION ON THE SOLICITATION DATE AND DOES NOT TIMELY EXECUTE THE TRANSACTION CONFIRMATIONS ASSOCIATED WITH SUCH TRANCHES, THE BENEFICIARY MAY DRAW UP TO THE APPLICANT SHALL ~~FORFEIT THE ENTIRE AMOUNT OF THIS LETTER OF CREDIT-~~ BY PRESENTATION OF THE BELOW MENTIONED DOCUMENT(S) ~~MUST BE PRESENTED ON OR BEFORE THE EXPIRY DATE OF THIS LETTER OF CREDIT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT-;~~

This change is acceptable.

50. May we make the following change to the Bid Assurance Letter of Credit?

IF THE APPLICANT IS AWARDED TRANCHE(S) IN THE PPL DEFAULT SERVICE RFP SOLICITATION ON THE SOLICITATION DATE AND DOES NOT TIMELY EXECUTE THE TRANSACTION CONFIRMATIONS ASSOCIATED WITH SUCH TRANCHES, THE BENEFICIARY APPLICANT SHALL ~~FORFEIT~~ DRAW THE ENTIRE AVAILABLE AMOUNT OF THIS LETTER OF CREDIT.

This change is acceptable.

THE BELOW MENTIONED DOCUMENT(S) MUST BE PRESENTED ON OR BEFORE THE EXPIRY DATE OF THIS LETTER OF CREDIT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT.

1. YOUR SIGNED AND DATED STATEMENT, READING AS FOLLOWS:

“THE AMOUNT FOR THIS DRAWING, USD (INSERT AMOUNT), BEING MADE UNDER THE BANK OF (INSERT NAME OF BANK) LETTER OF CREDIT NUMBER (INSERT LETTER OF CREDIT REFERENCE NUMBER), REPRESENTS AN AMOUNT DUE AND PAYABLE TO BENEFICIARY PURSUANT TO THE TERMS OF SUCH LETTER OF CREDIT.”

2. THIS ORIGINAL LETTER OF CREDIT AND ANY AMENDMENT(S).

51. May we make the following change to the Bid Assurance Letter of Credit?

~~YOUR SIGNED AND~~ **BENEFICIARY’S** DATED STATEMENT, **PURPORTEDLY SIGNED BY AN AUTHORIZED SIGNATORY**, READING AS FOLLOWS:

This change is acceptable.

52. May we make the following change to the Bid Assurance Letter of Credit?

1. YOUR SIGNED AND DATED STATEMENT, **STATING THE** ~~READING AS FOLLOWS:~~

“DRAWN UNDER [NAME OF BANK] IRREVOCABLE STANDBY LETTER OF CREDIT NO. [CLR NUMBER] DATED [ISSUE DATE]”

This change is acceptable.

53. May we make the following change to the Bid Assurance Letter of Credit?

THE BELOW MENTIONED DOCUMENT(S) MUST BE PRESENTED ON OR BEFORE THE EXPIRY DATE OF THIS LETTER OF CREDIT **HEREOF** IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT.

This change is acceptable.

54. May we make the following change to the Bid Assurance Letter of Credit?

“THE AMOUNT ~~FOR~~ **OF** THIS DRAWING, USD _____ (INSERT AMOUNT)...”

This change is acceptable.

55. May we make the following change to the Bid Assurance Letter of Credit?

“THE AMOUNT FOR THIS DRAWING, USD (INSERT AMOUNT), BEING MADE UNDER THE BANK OF (INSERT NAME OF BANK) **IRREVOCABLE STANDBY** LETTER OF CREDIT NUMBER (INSERT LETTER OF CREDIT REFERENCE NUMBER), REPRESENTS AN AMOUNT DUE AND PAYABLE TO **THE** BENEFICIARY PURSUANT TO THE TERMS OF SUCH LETTER OF CREDIT.”

This change is acceptable.

56. May we make the following change to the Bid Assurance Letter of Credit?

THE BELOW MENTIONED DOCUMENT(S) MUST BE PRESENTED ON OR BEFORE THE EXPIRY DATE OF THIS LETTER OF CREDIT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT.:

This change is acceptable.

57. May we make the following change to the Bid Assurance Letter of Credit?

THE BELOW MENTIONED DOCUMENT(S) MUST BE PRESENTED ON OR BEFORE THE EXPIRY DATE OF THIS LETTER OF CREDIT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT.

1. YOUR SIGNED AND DATED STATEMENT **BY AN AUTHORIZED OFFICER OF BENEFICIARY**, READING AS FOLLOWS:

This change is acceptable.

58. May we make the following change to the Bid Assurance Letter of Credit?

“THE AMOUNT FOR THIS DRAWING, USD (INSERT AMOUNT), BEING MADE UNDER ~~THE BANK OF~~ (INSERT NAME OF BANK) LETTER OF CREDIT NUMBER (INSERT LETTER OF CREDIT REFERENCE NUMBER), REPRESENTS AN AMOUNT DUE AND PAYABLE TO BENEFICIARY PURSUANT TO THE TERMS OF SUCH LETTER OF CREDIT.”

This change is acceptable.

IF PRESENTATION OF ANY DRAWING IS MADE ON A BUSINESS DAY (AS HEREIN DEFINED) AND SUCH PRESENTATION IS MADE ON OR BEFORE 11:00 A.M. NEW YORK TIME, ISSUER SHALL SATISFY SUCH DRAWING REQUEST ON THE NEXT BUSINESS DAY. IF THE DRAWING IS RECEIVED AFTER 11:00 A.M. NEW YORK TIME, ISSUER WILL SATISFY SUCH DRAWING REQUEST ON THE SECOND FOLLOWING BUSINESS DAY.

59. May we make the following change to the Bid Assurance Letter of Credit?

IF PRESENTATION OF ANY DRAWING IS MADE ON A BUSINESS DAY (AS HEREIN DEFINED) AND SUCH PRESENTATION IS MADE ON OR BEFORE 11:00 A.M. ~~NEW YORK~~ **EASTERN STANDARD** TIME, ISSUER SHALL SATISFY SUCH DRAWING REQUEST ON THE NEXT BUSINESS DAY. IF THE DRAWING IS RECEIVED AFTER 11:00 A.M. ~~NEW YORK~~ **EASTERN STANDARD** TIME, ISSUER WILL SATISFY SUCH DRAWING REQUEST ON THE SECOND FOLLOWING BUSINESS DAY.

This change is acceptable.

60. May we make the following change to the Bid Assurance Letter of Credit?

IF PRESENTATION OF ANY **COMPLIANT** DRAWING IS MADE...

This change is acceptable.

61. May we make the following change to the Bid Assurance Letter of Credit?

IF PRESENTATION OF ANY DRAWING **IN COMPLIANCE WITH THE TERMS AND CONDITIONS HEREOF** IS MADE ON A BUSINESS DAY (AS HEREIN DEFINED) AND SUCH PRESENTATION IS MADE ON **AT** OR BEFORE 11:00 A.M., NEW YORK TIME, **THE** ISSUER SHALL SATISFY **HONOR** SUCH DRAWING REQUEST ON THE NEXT BUSINESS DAY. IF ~~THE DRAWING IS RECEIVED~~ **A PRESENTATION IN COMPLIANCE WITH THE TERMS AND CONDITIONS HEREOF IS MADE ON A BUSINESS DAY** AFTER 11:00 A.M., NEW YORK TIME, **THE** ISSUER ~~WILL SATISFY~~ **SHALL HONOR** SUCH DRAWING REQUEST ON THE SECOND FOLLOWING **SUCCEEDING** BUSINESS DAY.

This change is acceptable.

62. May we make the following change to the Bid Assurance Letter of Credit?

IF PRESENTATION OF ANY DRAWING IS MADE **IN ACCORDANCE WITH THE TERMS OF THIS LETTER OF CREDIT** ON A BUSINESS DAY (AS HEREIN DEFINED) AND SUCH PRESENTATION IS MADE ON OR BEFORE 11:00 A.M. NEW YORK TIME, ISSUER SHALL SATISFY SUCH DRAWING REQUEST ON THE NEXT BUSINESS DAY. IF THE DRAWING IS RECEIVED AFTER 11:00 A.M. NEW YORK TIME, ISSUER WILL SATISFY SUCH DRAWING REQUEST ON THE SECOND FOLLOWING BUSINESS DAY.

This change is acceptable.

63. May we make the following change to the Bid Assurance Letter of Credit?

IF PRESENTATION OF ANY DRAWING IS MADE ON A BUSINESS DAY (AS HEREIN DEFINED) AND SUCH PRESENTATION IS MADE ON OR BEFORE 11:00 A.M. ~~NEW YORK~~ **CHICAGO** TIME, ISSUER SHALL SATISFY SUCH DRAWING REQUEST ON THE NEXT BUSINESS DAY. IF THE DRAWING IS RECEIVED AFTER 11:00 A.M. ~~NEW YORK~~ **CHICAGO** TIME, ISSUER WILL SATISFY SUCH DRAWING REQUEST ON THE SECOND FOLLOWING BUSINESS DAY.

This change is acceptable.

64. May we make the following change to the Bid Assurance Letter of Credit?

IF PRESENTATION OF ANY DRAWING IS MADE ON A BUSINESS DAY (AS HEREIN DEFINED) AND SUCH PRESENTATION IS MADE ON OR BEFORE 11:00 A.M. ~~NEW YORK~~ **LOS ANGELES, CALIFORNIA** TIME, ISSUER SHALL SATISFY SUCH DRAWING REQUEST ON THE NEXT BUSINESS DAY. IF THE DRAWING IS RECEIVED AFTER 11:00 A.M. ~~NEW YORK~~ **LOS ANGELES, CALIFORNIA** TIME, ISSUER WILL SATISFY SUCH DRAWING REQUEST ON THE SECOND FOLLOWING BUSINESS DAY.

This change is acceptable.

THE TERM "BUSINESS DAY" AS USED HEREIN MEANS ANY DAY OTHER THAN (I) A SATURDAY, (II) A SUNDAY, OR (III) A DAY ON WHICH BANKING INSTITUTIONS LOCATED IN THE CITY OF NEW YORK, NEW YORK ARE REQUIRED OR AUTHORIZED BY LAW TO BE CLOSED.

65. May we make the following change to the Bid Assurance Letter of Credit?

THE TERM "BUSINESS DAY" AS USED HEREIN MEANS ANY DAY OTHER THAN (I) A SATURDAY, (II) A SUNDAY, OR (III) A DAY ON WHICH BANKING INSTITUTIONS LOCATED IN THE CITY OF NEW YORK, NEW YORK OR WINSTON-SALEM, NORTH CAROLINA ARE REQUIRED OR AUTHORIZED BY LAW TO BE CLOSED.

This change is acceptable.

66. May we make the following change to the Bid Assurance Letter of Credit?

THE TERM "BUSINESS DAY" AS USED HEREIN MEANS ANY DAY OTHER THAN (I) A SATURDAY, (II) A SUNDAY, OR (III) A DAY ON WHICH BANKING INSTITUTIONS LOCATED IN THE CITY OF NEW YORK, NEW YORK OR TORONTO, ONTARIO ARE REQUIRED OR AUTHORIZED BY LAW TO BE CLOSED.

This change is acceptable.

67. May we make the following change to the Bid Assurance Letter of Credit?

AS USED HEREIN, THE TERM "BUSINESS DAY" ~~AS USED HEREIN~~ MEANS ANY DAY OTHER THAN (I) A SATURDAY, (II) A SUNDAY, OR (III) A DAY ON WHICH BANKING INSTITUTIONS LOCATED IN ~~THE CITY OF~~ NEW YORK CITY, NEW YORK ARE REQUIRED OR AUTHORIZED BY LAW TO BE CLOSED.

This change is acceptable.

68. May we make the following change to the Bid Assurance Letter of Credit?

THE TERM "BUSINESS DAY" AS USED HEREIN MEANS ANY DAY OTHER THAN (I) A SATURDAY, (II) A SUNDAY, OR (III) A DAY ON WHICH BANKING INSTITUTIONS LOCATED IN THE CITY OF ~~NEW YORK, NEW YORK~~ CLEVELAND, OHIO ARE REQUIRED OR AUTHORIZED BY LAW TO BE CLOSED.

This change is acceptable.

69. May we make the following change to the Bid Assurance Letter of Credit?

THE TERM “BUSINESS DAY” AS USED HEREIN MEANS ANY DAY OTHER THAN (I) A SATURDAY, (II) A SUNDAY, OR (III) A DAY ON WHICH BANKING INSTITUTIONS LOCATED IN THE CITY OF NEW YORK, NEW YORK AND/OR SCRANTON, PENNSYLVANIA ARE REQUIRED OR AUTHORIZED BY LAW TO BE CLOSED.

This change is acceptable.

70. May we make the following change to the Bid Assurance Letter of Credit?

THE TERM “BUSINESS DAY” AS USED HEREIN MEANS ANY DAY OTHER THAN (I) A SATURDAY, (II) A SUNDAY, OR (III) A DAY ON WHICH BANKING INSTITUTIONS LOCATED IN THE CITY OF NEW YORK, NEW YORK OR STATE OF CALIFORNIA ARE REQUIRED OR AUTHORIZED BY LAW TO BE CLOSED.

This change is acceptable.

71. May we make the following change to the Bid Assurance Letter of Credit?

THE TERM “BUSINESS DAY” AS USED HEREIN MEANS ANY DAY OTHER THAN (I) A SATURDAY, (II) A SUNDAY, OR (III) A DAY ON WHICH BANKING INSTITUTIONS LOCATED IN THE CITY OF NEW YORK, NEW YORK OR CLEVELAND, OHIO ARE REQUIRED OR AUTHORIZED BY LAW TO BE CLOSED.

This change is acceptable.

72. May we make the following change to the Bid Assurance Letter of Credit?

THE TERM “BUSINESS DAY” AS USED HEREIN MEANS ANY DAY OTHER THAN (I) A SATURDAY, (II) A SUNDAY, OR (III) A DAY ON WHICH BANKING INSTITUTIONS LOCATED IN THE CITY OF NEW YORK, NEW YORK OR THE STATE OF ILLINOIS ARE REQUIRED OR AUTHORIZED BY LAW TO BE CLOSED.

This change is acceptable.

73. May we make the following change to the Bid Assurance Letter of Credit?

THE TERM "BUSINESS DAY" AS USED HEREIN MEANS ANY DAY OTHER THAN (I) A SATURDAY, (II) A SUNDAY, OR (III) A DAY ON WHICH BANKING INSTITUTIONS LOCATED IN THE CITY OF NEW YORK, NEW YORK ARE REQUIRED OR AUTHORIZED BY LAW TO BE CLOSED, **AND A DAY ON WHICH PAYMENTS CAN BE EFFECTED ON THE FEDWIRE SYSTEM.**

This change is acceptable.

74. May we make the following change to the Bid Assurance Letter of Credit?

THE TERM "BUSINESS DAY" AS USED HEREIN MEANS ANY DAY OTHER THAN (I) A SATURDAY, (II) A SUNDAY, OR (III) A DAY ON WHICH BANKING INSTITUTIONS LOCATED IN ~~THE CITY OF NEW YORK, NEW YORK~~ **THE STATE OF NORTH CAROLINA** ARE REQUIRED OR AUTHORIZED BY LAW TO BE CLOSED.

This change is acceptable.

75. May we make the following change to the Bid Assurance Letter of Credit?

THE TERM "BUSINESS DAY" AS USED HEREIN MEANS ANY DAY OTHER THAN (I) A SATURDAY, (II) A SUNDAY, OR (III) A DAY ON WHICH BANKING INSTITUTIONS LOCATED IN THE CITY OF ~~NEW YORK, NEW YORK~~ **LOS ANGELES, CALIFORNIA** ARE REQUIRED OR AUTHORIZED BY LAW TO BE CLOSED.

This change is acceptable.

APPLICANT'S FILING OF A BANKRUPTCY, RECEIVERSHIP OR OTHER DEBTOR-RELIEF PETITION, AND/OR APPLICANT'S DISCHARGE THEREUNDER, SHALL IN NO WAY AFFECT THE LIABILITY OF ISSUER UNDER THIS LETTER OF CREDIT AND ISSUER SHALL REMAIN LIABLE TO BENEFICIARY UNTIL THE EXPIRATION DATE OF THIS LETTER OF CREDIT FOR THE FULL AMOUNT OF APPLICANT'S OBLIGATIONS HEREIN TO BENEFICIARY NOT TO EXCEED THE AVAILABLE AMOUNT IN THIS LETTER OF CREDIT.

76. May we make the following change to the Bid Assurance Letter of Credit?

APPLICANT'S FILING OF A BANKRUPTCY, RECEIVERSHIP OR OTHER DEBTOR-RELIEF PETITION, AND/OR APPLICANT'S DISCHARGE THEREUNDER, SHALL IN NO WAY AFFECT THE LIABILITY OF ISSUER UNDER THIS LETTER OF CREDIT AND ISSUER SHALL REMAIN LIABLE TO BENEFICIARY UNTIL THE EXPIRATION DATE OF THIS LETTER OF CREDIT FOR THE FULL AMOUNT OF APPLICANT'S OBLIGATIONS HEREIN TO BENEFICIARY NOT TO EXCEED THE **CURRENT EXPIRY DATE AND THE** AVAILABLE AMOUNT IN THIS LETTER OF CREDIT.

This change is acceptable.

77. May we make the following change to the Bid Assurance Letter of Credit?

APPLICANT'S FILING OF A BANKRUPTCY, RECEIVERSHIP OR OTHER DEBTOR-RELIEF PETITION, AND/OR APPLICANT'S DISCHARGE THEREUNDER, SHALL IN NO WAY AFFECT THE LIABILITY OF **THE** ISSUER UNDER THIS LETTER OF CREDIT AND **THE** ISSUER SHALL REMAIN LIABLE TO **THE** BENEFICIARY UNTIL THE ~~EXPIRATION~~**EXPIRY** DATE OF THIS LETTER OF CREDIT FOR THE FULL AMOUNT OF APPLICANT'S OBLIGATIONS HEREIN ~~TO BENEFICIARY NOT~~ TO EXCEED THE AVAILABLE AMOUNT ~~IN~~**OF** THIS LETTER OF CREDIT.

This change is acceptable.

78. May we make the following change to the Bid Assurance Letter of Credit?

APPLICANT'S FILING OF A BANKRUPTCY, RECEIVERSHIP OR OTHER DEBTOR-RELIEF PETITION, AND/OR APPLICANT'S DISCHARGE THEREUNDER, SHALL IN NO WAY AFFECT THE LIABILITY OF ISSUER- [BANK] UNDER THIS LETTER OF CREDIT AND ISSUER- [BANK] SHALL REMAIN LIABLE TO BENEFICIARY UNTIL THE EXPIRATION DATE OF THIS LETTER OF CREDIT FOR THE FULL AMOUNT OF APPLICANT'S OBLIGATIONS HEREIN TO BENEFICIARY NOT TO EXCEED THE AVAILABLE AMOUNT IN THIS LETTER OF CREDIT.

This change is acceptable.

79. May we make the following change to the Bid Assurance Letter of Credit?

APPLICANT'S FILING OF A BANKRUPTCY, RECEIVERSHIP OR OTHER DEBTOR-RELIEF PETITION, AND/OR APPLICANT'S DISCHARGE THEREUNDER, SHALL IN NO WAY AFFECT THE LIABILITY OF ISSUER- JPMORGAN CHASE BANK, NA UNDER THIS LETTER OF CREDIT AND ISSUER- JPMORGAN CHASE BANK, NA SHALL **ALWAYS** REMAIN LIABLE TO BENEFICIARY- PPL ELECTRIC UTILITIES CORPORATION UNTIL **UP TO, BUT NOT BEYOND,** THE EXPIRATION- STATED EXPIRY DATE OF THIS LETTER OF CREDIT FOR THE FULL AMOUNT OF APPLICANT'S OBLIGATIONS HEREIN TO BENEFICIARY- PPL ELECTRIC UTILITIES CORPORATION NOT TO EXCEED THE AVAILABLE AMOUNT IN THIS LETTER OF CREDIT.

This change is acceptable.

80. May we make the following change to the Bid Assurance Letter of Credit?

APPLICANT'S FILING OF A BANKRUPTCY, RECEIVERSHIP OR OTHER DEBTOR-RELIEF PETITION, AND/OR APPLICANT'S DISCHARGE THEREUNDER, SHALL IN NO WAY AFFECT THE LIABILITY OF ISSUER UNDER THIS LETTER OF CREDIT AND ISSUER SHALL REMAIN LIABLE TO BENEFICIARY UNTIL THE EXPIRATION DATE OF THIS LETTER OF CREDIT FOR THE FULL AMOUNT OF APPLICANT'S OBLIGATIONS ~~HEREIN~~ TO BENEFICIARY NOT TO EXCEED THE AVAILABLE AMOUNT IN THIS LETTER OF CREDIT.

This change is acceptable.

ADDITIONAL TERMS AND CONDITIONS:

1. ALL COMMISSIONS AND OTHER BANKING CHARGES WILL BE BORNE BY THE APPLICANT.

81. May we make the following change to the Bid Assurance Letter of Credit?

~~ALL COMMISSIONS AND OTHER BANKING~~ **BANK** ~~CHARGES WILL BE BORNE BY~~ **ARE FOR** THE **ACCOUNT OF THE** APPLICANT.

This change is acceptable.

2. THIS LETTER OF CREDIT MAY NOT BE TRANSFERRED OR ASSIGNED.

3. THIS LETTER OF CREDIT IS IRREVOCABLE.

4. THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (1998) OF THE INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 (“ISP98”). AS TO MATTERS NOT GOVERNED BY ISP98, THIS LETTER OF CREDIT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, INCLUDING, TO THE EXTENT NOT INCONSISTENT WITH ISP98, THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN THE COMMONWEALTH OF PENNSYLVANIA. THIS LETTER OF CREDIT MAY NOT BE AMENDED, CHANGED OR MODIFIED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE BENEFICIARY AND THE ISSUER.

82. May we make the following change to the Bid Assurance Letter of Credit?

4. THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (1998) OF THE INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 (“ISP98”). AS TO MATTERS NOT GOVERNED BY ISP98, THIS LETTER OF CREDIT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, **STATE OF NEW YORK**, INCLUDING, TO THE EXTENT NOT INCONSISTENT WITH ISP98, THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN THE ~~COMMONWEALTH OF PENNSYLVANIA.~~ **STATE OF NEW YORK.**

This change is acceptable.

83. May we make the following change to the Bid Assurance Letter of Credit?
THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (1998) OF THE INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 (“ISP98”).

This change is acceptable.

84. May we make the following change to the Bid Assurance Letter of Credit?

THIS LETTER OF CREDIT MAY NOT BE AMENDED, CHANGED OR MODIFIED **BY THE ISSUER** WITHOUT THE EXPRESS WRITTEN CONSENT OF THE BENEFICIARY ~~AND THE ISSUER.~~

This change is acceptable.

85. May we make the following change to the Bid Assurance Letter of Credit?

THIS LETTER OF CREDIT MAY NOT BE AMENDED, CHANGED OR MODIFIED **AND NO RIGHTS HEREUNDER SHALL BE WAIVED OR DEEMED TO BE WAIVED** WITHOUT THE EXPRESS WRITTEN CONSENT OF THE BENEFICIARY ~~AND THE ISSUER.~~

This change is acceptable.

86. May we make the following change to the Bid Assurance Letter of Credit?

4. THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (1998) OF THE INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 (“ISP98”). AS TO MATTERS NOT GOVERNED BY ISP98, THIS LETTER OF CREDIT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF ~~THE COMMONWEALTH OF PENNSYLVANIA~~ **NEW YORK**, INCLUDING, TO THE EXTENT NOT INCONSISTENT WITH ISP98, THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ~~THE COMMONWEALTH OF PENNSYLVANIA~~ **NEW YORK**. THIS LETTER OF CREDIT MAY NOT BE AMENDED, CHANGED OR MODIFIED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE BENEFICIARY AND THE ISSUER.

This change is acceptable.

5. THE BENEFICIARY SHALL NOT BE DEEMED TO HAVE WAIVED ANY RIGHTS UNDER THIS LETTER OF CREDIT, UNLESS THE BENEFICIARY OR AN AUTHORIZED AGENT OF THE BENEFICIARY SHALL HAVE SIGNED A DATED WRITTEN WAIVER. NO SUCH WAIVER, UNLESS EXPRESSLY SO STATED THEREIN, SHALL BE EFFECTIVE AS TO ANY TRANSACTION THAT OCCURS SUBSEQUENT TO THE DATE OF THE WAIVER, NOR AS TO ANY CONTINUANCE OF A BREACH AFTER THE WAIVER.

87. May we make the following change to the Bid Assurance Letter of Credit?

THE BENEFICIARY SHALL NOT BE DEEMED TO HAVE WAIVED ANY RIGHTS UNDER THIS LETTER OF CREDIT, UNLESS THE BENEFICIARY ~~OR AN AUTHORIZED AGENT OF THE BENEFICIARY~~ SHALL HAVE SIGNED A DATED WRITTEN WAIVER. NO SUCH WAIVER, UNLESS EXPRESSLY SO STATED THEREIN, SHALL BE EFFECTIVE AS TO ANY TRANSACTION THAT OCCURS SUBSEQUENT TO THE DATE OF THE WAIVER, NOR AS TO ANY CONTINUANCE OF A BREACH AFTER THE WAIVER.

This change is acceptable.

88. May we make the following change to the Bid Assurance Letter of Credit?

THE BENEFICIARY SHALL NOT BE DEEMED TO HAVE WAIVED ANY RIGHTS UNDER THIS LETTER OF CREDIT, UNLESS THE BENEFICIARY OR AN AUTHORIZED AGENT OF THE BENEFICIARY SHALL HAVE SIGNED A DATED WRITTEN WAIVER **ACCEPTABLE TO THE ISSUER.**

This change is acceptable.

6. A FAILURE TO MAKE ANY PARTIAL DRAWINGS AT ANY TIME SHALL NOT IMPAIR OR REDUCE THE AVAILABILITY OF THIS LETTER OF CREDIT IN ANY SUBSEQUENT PERIOD OR OUR OBLIGATION TO HONOR YOUR SUBSEQUENT DEMANDS FOR PAYMENT MADE IN ACCORDANCE WITH THE TERMS OF THIS LETTER OF CREDIT.

89. May we make the following change to the Bid Assurance Letter of Credit?

A FAILURE TO MAKE ANY PARTIAL DRAWINGS AT ANY TIME SHALL NOT IMPAIR OR REDUCE THE AVAILABILITY OF THIS LETTER OF CREDIT IN ANY SUBSEQUENT PERIOD OR OUR OBLIGATION TO HONOR YOUR SUBSEQUENT DEMANDS FOR PAYMENT MADE IN ACCORDANCE WITH THE TERMS **AND** **CONDITIONS** OF THIS LETTER OF CREDIT.

This change is acceptable.

90. May we make the following change to the Bid Assurance Letter of Credit?

7. PARTIAL AND MULTIPLE DRAWINGS PERMITTED.

This change is acceptable.

91. May we make the following change to the Bid Assurance Letter of Credit?

7. PARTIAL DRAWINGS AND MULTIPLE PRESENTATIONS ARE PERMITTED.

This change is acceptable.

AUTHORIZED SIGNATURE: _____

TITLE: _____

PLEASE DIRECT ANY WRITTEN CORRESPONDENCE, INCLUDING DRAWING OR INQUIRIES TO:

[BANK NAME, ADDRESS AND PHONE NUMBER]

92. May we make the following change to the Bid Assurance Letter of Credit?

THE NUMBER AND THE DATE OF OUR CREDIT AND THE NAME OF OUR BANK MUST BE QUOTED ON ALL DRAFTS REQUIRED.

This change is acceptable.