bgs-auction.com
NEW JERSEY STATEWIDE BASIC GENERATION SERVICE ELECTRICITY SUPPLY AUCTION

2027 BGS Auctions
ACCEPTABLE Modifications to the Post-Auction Letter of Credit
November 06, 2026

This document contains a final list of modifications to the Post-Auction Letter of Credit that are **ACCEPTABLE** to the EDCs on an *optional* basis.

The final Post-Auction Letter of Credit is posted on the *"*Contract & Credit*"* page of the BGS Auction website: https://www.bgs-auction.com/bgs.bidinfo.cc.asp.

Beneficiary - Original

APPENDIX ___[C/B]
TO _____[BGS-RSCP/BGS-CIEP] SUPPLIER MASTER AGREEMENT,
DATED _____,
BY AND BETWEEN _____ [ACE/JCP&L/PSE&G/RECO]
AND THE _____[BGS-RSCP/BGS-CIEP] SUPPLIERS

_____ (Date)

Letter of Credit No. _____

To: _____
[One of the following: Atlantic City Electric Company or Jersey Central Power & Light Company or Public Service Electric and Gas Company or Rockland Electric Company]
("Beneficiary")
Attention:_____[name, title, address]

Acceptable Modifications to the Beneficiary

B.1. Letter of Credit No. _____

Beneficiary:

To: _____
[One of the following: Atlantic City Electric Company or Jersey Central Power & Light Company or Public Service Electric and Gas Company or Rockland Electric Company]
("Beneficiary")
Attention:_____[name, title, address]

B.2. Letter of Credit No. _____

To: _____
[One of the following: Atlantic City Electric Company or Jersey Central Power & Light Company or Public Service Electric and Gas Company or Rockland Electric Company]
("Beneficiary")
Attention:_____[name, title, address]

[Date]

Issue of a Standby Letter of Credit

Our credit no :
Issued on : [date]
Standby LC Number :
Amount : USD [Amount]

Date and Place of Expiry : [expiry date] our counters

Applicant :

NOTE: This modification is acceptable to the EDCs, PROVIDED THAT the expiry date inserted is 364 calendar days from the date of issuance.

B.3. **Irrevocable Transferable Standby** Letter of Credit No. _____

To: _____
[One of the following: Atlantic City Electric Company or Jersey Central Power & Light Company or Public Service Electric and Gas Company or Rockland Electric Company]
("Beneficiary")
Attention:_____[name, title, address]

B.4. ~~**(Date)**~~

Irrevocable Transferable Standby Letter of Credit No. _____

Date of Issuance: _____

To: _____
[One of the following: Atlantic City Electric Company or Jersey Central Power & Light Company or Public Service Electric and Gas Company or Rockland Electric Company]
("Beneficiary")
Attention:_____[name, title, address]

B.5. Letter of Credit No. _____

To: _____
[One of the following: Atlantic City Electric Company or Jersey Central Power & Light Company or Public Service Electric and Gas Company or Rockland Electric Company]
("Beneficiary")
Attention:_____[name, title, address]

Applicant:
(Name and address)

Paragraph 1 – Original

1. We hereby establish in your favor this irrevocable transferable Letter of Credit (this "Letter of Credit") for the account of _____(the "Applicant"), in the amount of $_____, effective immediately and available to you at sight upon demand at our counters at _____(Location). This Letter of Credit shall expire 364 days from date of issuance, unless terminated earlier or otherwise extended in accordance with the provisions hereof. It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment, for additional period(s) of 364 days from the expiry date hereof, or any future expiration date unless at least ninety (90) days before its current expiration date, we send notice to the Applicant and to you either (i) in writing by registered mail or overnight courier at the address above, ATTN.: [Title] or (ii) by electronic means to _____ [e-mail address] ATTN.:_____, that we do not intend to extend this Letter of Credit.

Acceptable Modifications to Paragraph 1

1.1. We hereby establish in your favor this irrevocable transferable Letter of Credit (this "Letter of Credit") for the account of _____(the "Applicant"), in the amount of **$USD** _____, effective immediately and available to you at sight upon demand at our counters at _____(Location). This Letter of Credit shall expire 364 days from date of issuance, unless terminated earlier or otherwise extended in accordance with the provisions hereof. It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment, for additional period(s) of 364 days from the expiry date hereof, or any future expiration date unless at least ninety (90) days before its current expiration date, we send notice to the Applicant and to you either (i) in writing by registered mail or overnight courier at the address above, ATTN.: [Title] or (ii) by electronic means to _____ [e-mail address] ATTN.:_____, that we do not intend to extend this Letter of Credit.

1.2. We hereby establish in your favor this irrevocable transferable Letter of Credit (this "Letter of Credit") for the account of _____(the "Applicant"), in the amount of $_____, effective immediately and available to you at sight upon demand at our counters at _____(Location). This Letter of Credit shall expire 364 days from date of issuance, unless terminated earlier or otherwise extended in accordance with the provisions hereof. It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment, for additional period(s) of 364 days from the expiry date hereof, or any future expiration date unless at least ninety (90) days before its current expiration date, we send notice to ~~**the Applicant and to**~~ you either (i) in writing by registered mail or overnight courier at the address above, ATTN.: [Title] or (ii) by electronic means to _____ [e-mail address] ATTN.:_____, that we do not intend to extend this Letter of Credit.

1.3. We**, [bank], acting through its New York branch,** hereby establish in your favor this irrevocable transferable Letter of Credit (this "Letter of Credit") for the account of _____(the "Applicant"), in the amount of $_____, effective immediately and available to you at sight upon demand at our counters at _____(Location). This Letter of Credit shall expire 364 days from date of issuance, unless terminated earlier or otherwise extended in accordance with the provisions

hereof. It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment, for additional period(s) of 364 days from the expiry date hereof, or any future expiration date unless at least ninety (90) days before its current expiration date, we send notice to the Applicant and to you either (i) in writing by registered mail or overnight courier at the address above, ATTN.: [Title] or (ii) by electronic means to _____ [e-mail address] ATTN.:_____, that we do not intend to extend this Letter of Credit.

1.4. We hereby establish in your favor this irrevocable transferable Letter of Credit (this "Letter of Credit") for the account of _____(the "Applicant"), in the amount of $_____, effective immediately and available to you at sight upon demand at our counters at _____(Location). This Letter of Credit shall expire **[insert expiry date]** ~~**364 days from date of issuance**~~, unless terminated earlier or otherwise extended in accordance with the provisions hereof. It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment, for additional period(s) of 364 days from the expiry date hereof, or any future expiration date unless at least ninety (90) days before its current expiration date, we send notice to the Applicant and to you either (i) in writing by registered mail or overnight courier at the address above, ATTN.: [Title] or (ii) by electronic means to _____ [e-mail address] ATTN.:_____, that we do not intend to extend this Letter of Credit.

NOTE: This modification is acceptable to the EDCs, PROVIDED THAT the date inserted is 364 calendar days from the date of issuance.

1.5. We hereby establish in your favor this irrevocable transferable Letter of Credit (this "Letter of Credit") for the account of _____(the "Applicant"), in the amount of $_____, effective immediately and available to you at sight upon demand at our counters at _____(Location). This Letter of Credit shall expire **on (insert expiry date** 364 days from date of issuance**)**, unless terminated earlier or otherwise extended in accordance with the provisions hereof. It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment, for additional period(s) of 364 days from the expiry date hereof, or any future expiration date unless at least ninety (90) days before its current expiration date, we send notice to the Applicant and to you either (i) in writing by registered mail or overnight courier at the address above, ATTN.: [Title] or (ii) by electronic means to _____ [e-mail address] ATTN.:_____, that we do not intend to extend this Letter of Credit.

NOTE: This modification is acceptable to the EDCs, PROVIDED THAT the date inserted is 364 calendar days from the date of issuance.

1.6. We hereby establish in your favor this irrevocable transferable Letter of Credit (this "Letter of Credit") for the account of _____(the "Applicant"), in the amount of $_____, effective immediately and available to you at sight upon demand at our counters at _____(Location). This Letter of Credit shall expire 364 days from date of issuance, unless terminated earlier or otherwise extended in accordance with the provisions hereof. It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment, for additional period(s) of 364 days from the expiry date hereof, or any future expiration date unless at least ninety (90) days before its current expiration date,

we send notice to the Applicant and to you either (i) in writing by registered mail or overnight courier at the address above, ATTN.: [Title] or (ii) by electronic means to _____ [e-mail address] ATTN.:_____, that we do not intend to extend this Letter of Credit **for any such additional period**.

1.7. We hereby establish in your favor this irrevocable transferable **standby** Letter of Credit (this "Letter of Credit") for the account of _____(the "Applicant"), in the amount of $_____, effective immediately and available to you at sight upon demand at our counters at _____(Location). This Letter of Credit shall expire 364 days from date of issuance, unless terminated earlier or otherwise extended in accordance with the provisions hereof. It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment, for additional period(s) of 364 days from the expiry date hereof, or any future expiration date unless at least ninety (90) days before its current expiration date, we send notice to the Applicant and to you either (i) in writing by registered mail or overnight courier at the address above, ATTN.: [Title] or (ii) by electronic means to _____ [e-mail address] ATTN.:_____, that we do not intend to extend this Letter of Credit.

1.8. We hereby establish in your favor this irrevocable transferable Letter of Credit (this "Letter of Credit") for the account of _____(the "Applicant"), in the amount of $_____, effective immediately and available to you at sight upon demand at our counters at _____(Location). This Letter of Credit shall expire 364 days from date of issuance, unless terminated earlier or otherwise extended in accordance with the provisions hereof. It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment, for additional period(s) of **12 months**~~**364 days**~~ from the expiry date hereof, or any future expiration date unless at least ninety (90) days before its current expiration date, we send notice to the Applicant and to you either (i) in writing by registered mail or overnight courier at the address above, ATTN.: [Title] or (ii) by electronic means to _____ [e-mail address] ATTN.:_____, that we do not intend to extend this Letter of Credit.

1.9. We**, [bank],** hereby establish in your favor this irrevocable transferable Letter of Credit (this "Letter of Credit") for the account of _____(the "Applicant"), in the amount of $_____, effective immediately and available to you at sight upon demand at our counters at _____(Location). This Letter of Credit shall expire 364 days from date of issuance, unless terminated earlier or otherwise extended in accordance with the provisions hereof. It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment, for additional period(s) of 364 days from the expiry date hereof, or any future expiration date unless at least ninety (90) days before its current expiration date, we send notice to the Applicant and to you either (i) in writing by registered mail or overnight courier at the address above, ATTN.: [Title] or (ii) by electronic means to _____ [e-mail address] ATTN.:_____, that we do not intend to extend this Letter of Credit.

1.10. We hereby establish in your favor this irrevocable transferable Letter of Credit (this "Letter of Credit") for the account of _____(the "Applicant"), in the amount of

$_____, effective immediately and available to you at sight upon demand at our counters at _____(Location). This Letter of Credit shall expire 364 days from date of issuance **on [insert expiry date]**, unless terminated earlier or otherwise extended in accordance with the provisions hereof. It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment, for additional period(s) of 364 days from the expiry date hereof, or any future expiration date unless at least ninety (90) days before its current expiration date, we send notice to the Applicant and to you either (i) in writing by registered mail or overnight courier at the address above, ATTN.: [Title] or (ii) by electronic means to _____ [e-mail address] ATTN.:_____, that we do not intend to extend this Letter of Credit.

NOTE: This modification is acceptable to the EDCs, PROVIDED THAT the date inserted is 364 calendar days from the date of issuance.

1.11. We hereby establish in your favor this irrevocable transferable Letter of Credit (this "Letter of Credit") for the account of _____(the "Applicant"), in the amount of $_____, effective immediately and available to you at sight upon demand at our counters at _____(Location). This Letter of Credit shall expire 364 days from date of issuance expire **on [insert expiry date] (**364 days from date of issuance**)**, unless terminated earlier or otherwise extended in accordance with the provisions hereof. It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment, for additional period(s) of 364 days from the expiry date hereof, or any future expiration date unless at least ninety (90) days before its current expiration date, we send notice to the Applicant and to you either (i) in writing by registered mail or overnight courier at the address above, ATTN.: [Title] or (ii) by electronic means to _____ [e-mail address] ATTN.:_____, that we do not intend to extend this Letter of Credit.

NOTE: This modification is acceptable to the EDCs, PROVIDED THAT the date inserted is 364 calendar days from the date of issuance.

1.12. We hereby establish in your favor this irrevocable transferable Letter of Credit (this "Letter of Credit") for the account of _____(the "Applicant"), in the amount of $_____, effective immediately and available to you at sight upon demand at our counters at _____(Location). This Letter of Credit shall expire 364 days from date of issuance, unless terminated earlier or otherwise extended in accordance with the provisions hereof. It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment, for additional period(s) of **one (1) year ~~364 days~~** from the expiry date hereof, or any future expiration date unless at least ninety (90) days before its current expiration date, we send notice to the Applicant and to you either (i) in writing by registered mail or overnight courier at the address above, ATTN.: [Title] or (ii) by electronic means to _____ [e-mail address] ATTN.:_____, that we do not intend to extend this Letter of Credit.

1.13. We hereby establish in your favor this irrevocable transferable **Standby** Letter of Credit (this "Letter of Credit") for the account of _____(the "Applicant"), in the amount of $_____, effective immediately and available to you at sight upon

demand at our counters at _____(Location). This Letter of Credit shall expire 364 days from date of issuance, unless terminated earlier or otherwise extended in accordance with the provisions hereof. It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment, for additional period(s) of 364 days from the expiry date hereof, or any future expiration date unless at least ninety (90) days before its current expiration date, we send notice to the Applicant and to you either (i) in writing by registered mail or overnight courier at the address above, ATTN.: [Title] or (ii) by electronic means to _____ [e-mail address] ATTN.:_____, that we do not intend to extend this Letter of Credit.

1.14. We hereby establish in your favor this irrevocable transferable Letter of Credit (this "Letter of Credit") for the account of _____(the "Applicant"), in the amount of $_____, effective immediately and available to you at sight upon demand at our counters at _____(Location). This Letter of Credit shall expire **on [insert expiry date]** ~~**364 days from date of issuance**~~, unless terminated earlier or otherwise extended in accordance with the provisions hereof. It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment, for additional period(s) of 364 days from the expiry date hereof, or any future expiration date unless at least ninety (90) days before its current expiration date, we send notice to the Applicant and to you either (i) in writing by registered mail or overnight courier at the address above, ATTN.: [Title] or (ii) by electronic means to _____ [e-mail address] ATTN.:_____, that we do not intend to extend this Letter of Credit.

NOTE: This modification is acceptable to the EDCs, PROVIDED THAT the date inserted is 364 calendar days from the date of issuance.

1.15. We hereby establish in your favor this irrevocable transferable Letter of Credit (this "Letter of Credit") for the account of _____(the "Applicant"), **located at [Applicant's address]** in the amount of $_____, effective immediately and available to you at sight upon demand at our counters at _____(Location). This Letter of Credit shall expire 364 days from date of issuance, unless terminated earlier or otherwise extended in accordance with the provisions hereof. It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment, for additional period(s) of 364 days from the expiry date hereof, or any future expiration date unless at least ninety (90) days before its current expiration date, we send notice to the Applicant and to you either (i) in writing by registered mail or overnight courier at the address above, ATTN.: [Title] or (ii) by electronic means to _____ [e-mail address] ATTN.:_____, that we do not intend to extend this Letter of Credit.

1.16. We hereby establish in your favor this irrevocable transferable Letter of Credit (this "Letter of Credit") for the account of _____(the "Applicant"), in the amount of $_____, effective immediately and available to you at sight upon demand at our counters at _____(Location). This Letter of Credit shall expire 364 days from date of issuance, unless terminated earlier or otherwise extended in accordance with the provisions hereof. It is a condition of this Letter of Credit that it shall be deemed automatically

extended, without amendment, for additional period(s) of 364 days from the expiry date hereof, or any future expiration date unless at least ninety (90) **calendar** days before its current expiration date, we send notice to the Applicant and to you either (i) in writing by registered mail or overnight courier at the address above, ATTN.: [Title] or (ii) by electronic means to _____ [e-mail address] ATTN.:_____, that we do not intend to extend this Letter of Credit.

1.17. We hereby establish in your favor this irrevocable transferable Letter of Credit (this "Letter of Credit") for the account of _____(the "Applicant"), in the amount of $_____, effective immediately and available to you at sight upon demand at our counters at _____(Location). This Letter of Credit shall expire **on [insert expiry date] (which must be at least** 364 days from date of issuance**)**, unless terminated earlier or otherwise extended in accordance with the provisions hereof. It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment, for additional period(s) of 364 days from the expiry date hereof, or any future expiration date unless at least ninety (90) days before its current expiration date, we send notice to the Applicant and to you either (i) in writing by registered mail or overnight courier at the address above, ATTN.: [Title] or (ii) by electronic means to _____ [e-mail address] ATTN.:_____, that we do not intend to extend this Letter of Credit.

1.18. We hereby establish in your favor this irrevocable transferable Letter of Credit (this "Letter of Credit") for the account of _____(the "Applicant"), in the amount of $_____, effective immediately and available to you at sight upon demand at our counters at _____(Location). This Letter of Credit shall expire **one (1) year** ~~**364 days**~~ from date of issuance, unless terminated earlier or otherwise extended in accordance with the provisions hereof. It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment, for additional period(s) of 364 days from the expiry date hereof, or any future expiration date unless at least ninety (90) days before its current expiration date, we send notice to the Applicant and to you either (i) in writing by registered mail or overnight courier at the address above, ATTN.: [Title] or (ii) by electronic means to _____ [e-mail address] ATTN.:_____, that we do not intend to extend this Letter of Credit.

1.19. We hereby establish in your favor this irrevocable transferable Letter of Credit (this "Letter of Credit") for the account of _____(the "Applicant"), in the amount of $_____, effective immediately and available to you at sight upon demand at our counters at _____(Location). This Letter of Credit shall expire 364 days from date of issuance, unless terminated earlier or otherwise extended in accordance with the provisions hereof. It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment, for additional period(s) of 364 days from the expiry date hereof, or any future expiration date unless at least ninety (90) days before its current expiration date, we send notice to the Applicant and to you either (i) in writing by registered mail or overnight courier at the address above, ATTN.: [Title] or (ii) by electronic means to **the Beneficiary at _____ [e-mail address] ATTN.: _____ and to the Applicant at _____ [e-mail address]**, that we do not intend to extend this Letter of Credit.

1.20. We hereby establish in your favor this irrevocable transferable Letter of Credit (this "Letter of Credit") for the account of _____(the "Applicant"), in the amount of $_____, effective immediately and available to you at sight upon demand at our counters at _____(Location). This Letter of Credit shall expire ~~**364 days**~~ **(one (1) year** from **the** date of issuance**)**, unless terminated earlier or otherwise extended in accordance with the provisions hereof. It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment, for additional period(s) of 364 days from the expiry date hereof, or any future expiration date unless at least ninety (90) days before its current expiration date, we send notice to the Applicant and to you either (i) in writing by registered mail or overnight courier at the address above, ATTN.: [Title] or (ii) by electronic means to _____ [e-mail address] ATTN.:_____, that we do not intend to extend this Letter of Credit.

Paragraph 2 – Original

2. This Letter of Credit is issued at the request of the Applicant, and we hereby irrevocably authorize you to draw on us, in accordance with the terms and conditions hereof, up to the maximum amount of this Letter of Credit, subject to reduction as provided in Paragraph 11 hereof. This Letter of Credit may be drawn upon an Event of Default under the BGS-RSCP Supplier Master Agreement(s) between the Applicant and you, dated _____ and the BGS-CIEP Supplier Master Agreement(s) between the Applicant and you, dated _____.

Acceptable Modifications to Paragraph 2

2.1. ① This Letter of Credit is issued at the request of the Applicant, and we hereby irrevocably authorize you to draw on us, in accordance with the terms and conditions hereof, up to the maximum amount of this Letter of Credit, subject to reduction as provided in Paragraph 11 hereof. This Letter of Credit **is available**~~may be drawn~~ upon **presentation of documents in Paragraph 3 below**~~an Event of Default under the BGS-RSCP Supplier Master Agreement(s) between the Applicant and you, dated _____ and the BGS-CIEP Supplier Master Agreement(s) between the Applicant and you, dated _____~~.

Please note that change ① to Paragraph 2 is only acceptable if change ② to Annex 1 is also made.

②

2. Pursuant to Paragraph 2 of the Letter of Credit No._____, dated_____, 20__, the undersigned is entitled to make a drawing under the Letter of Credit in the amount of $_____, inasmuch as there is an Event of Default under any BGS-**RSCP** Supplier Master Agreement**(s)** between the Applicant and us **dated _____ and the BGS-CIEP Supplier Master Agreement(s) between the Applicant and you, dated _____**.

2.2. ① This Letter of Credit is issued at the request of the Applicant, and we hereby irrevocably authorize you to draw on us, in accordance with the terms and conditions hereof, up to the maximum amount of this Letter of Credit, subject to reduction as provided in Paragraph 11 hereof. ~~**This Letter of Credit may be drawn upon an Event of Default under the BGS-RSCP Supplier Master Agreement(s) between the Applicant and you, dated _____ and the BGS-CIEP Supplier Master Agreement(s) between the Applicant and you, dated _____**~~ **Funds under this Letter of Credit are available to you upon presentation of documents specified in Paragraph 3**.

Please note that change ① to Paragraph 2 is only acceptable if change ② to Annex 1 is also made.

②

2. Pursuant to Paragraph 2 of the Letter of Credit No._____, dated_____, 20__, the undersigned is entitled to make a drawing under the Letter of Credit in the amount of

$_____, inasmuch as there is an Event of Default under any BGS**-RSCP** Supplier Master Agreement**(s)** between the Applicant and us **dated _____ and the BGS-CIEP Supplier Master Agreement(s) between the Applicant and us, dated _____**.

2.3. This Letter of Credit is issued at the request of the Applicant, and we hereby irrevocably authorize you to draw on us, in accordance with the terms and conditions hereof, up to the maximum amount of this Letter of Credit, subject to reduction as provided in Paragraph 11 hereof. This Letter of Credit may be drawn upon an Event of Default under the BGS-RSCP Supplier Master Agreement(s) between the Applicant and you, dated _____ and the BGS-CIEP Supplier Master Agreement(s) between the Applicant and you, dated _____ **as evidenced by your notice as specified in Paragraph 3 herein**.

Paragraph 3 – Original

3. A partial or full drawing hereunder may be made by you on any Business Day on or prior to the expiration of this Letter of Credit by delivering, by no later than 11:00 A.M. (New York, NY time[1]) on such Business Day to _____ (Bank), _____ _____ (address), (i) a notice executed by you in the form of Annex 1 hereto, appropriately completed and duly signed by your Authorized Officer and (ii) your draft in the form of Annex 2 hereto, appropriately completed and duly signed by your Authorized Officer. Authorized Officer shall mean President, Treasurer, any Vice President or any Assistant Treasurer.

Acceptable Modifications to Paragraph 3

3.1 ① A partial or full drawing hereunder may be made by you on any Business Day on or prior to the expiration of this Letter of Credit by delivering, by no later than 11:00 A.M. (New York, NY time[‡]) on such Business Day to _____ (Bank), _____ _____ (address), (i) a notice executed by you in the form of Annex 1 hereto, appropriately completed and duly signed by your Authorized Officer and (ii) your draft in the form of Annex 2 hereto, appropriately completed and duly signed by your Authorized Officer. Authorized Officer shall mean President, Treasurer, any Vice President or any Assistant Treasurer.

Please note that change ① to Paragraph 3 is only acceptable if change ② to the footnote is also made and that the time zone included in Paragraph 3 remains New York, NY time.

[1] If the issuer of the Letter of Credit is located in an area that is not in the Eastern time zone, this time and all other times in this Letter of Credit, and the definition of a Business Day should be adjusted accordingly.

② ~~[‡] If the issuer of the Letter of Credit is located in an area that is not in the Eastern time zone, this time and all other times in this Letter of Credit, and the definition of a Business Day should be adjusted accordingly.~~

Paragraph 4 – Original

4. We hereby agree to honor a drawing hereunder made in compliance with the terms and provisions of this Letter of Credit by transferring in immediately available funds the amount specified in the draft delivered to us in connection with such drawing to such account at such bank in the United States as you may specify in your draft delivered to us pursuant to Paragraph 3 hereof, by 3:00 P.M. (New York, NY time) on the date of such drawing, if delivery of this requisite document is made prior to 11:00 AM (New York, NY time) on a Business Day pursuant to Paragraph 3 herein above, but at the opening of business on the first Business Day next succeeding the date of such drawing if delivery of the requisite document is made on or after 11:00 AM (New York, NY time) on any Business Day pursuant to Paragraph 3 herein above.

Acceptable Modifications to Paragraph 4

4.1 We hereby agree to honor a drawing hereunder made in compliance with the terms and provisions of this Letter of Credit by transferring in immediately available funds the amount specified in the draft delivered to us in connection with such drawing to **your~~such~~** account at such bank in the United States as you may specify in your draft delivered to us pursuant to Paragraph 3 hereof, by 3:00 P.M. (New York, NY time) on the date of such drawing, if delivery of this requisite document is made prior to 11:00 AM (New York, NY time) on a Business Day pursuant to Paragraph 3 herein above, but at the opening of business on the first Business Day next succeeding the date of such drawing if delivery of the requisite document is made on or after 11:00 AM (New York, NY time) on any Business Day pursuant to Paragraph 3 herein above.

4.2 We hereby agree to honor a drawing hereunder made in compliance with the terms and provisions of this Letter of Credit by transferring in immediately available funds the amount specified in the draft delivered to us in connection with such drawing to **your~~such~~** account at such bank in the United States as you may specify in your draft delivered to us pursuant to Paragraph 3 hereof, by 3:00 P.M. (New York, NY time) on the date of such drawing, if delivery of **~~this~~the** requisite **~~document is~~documents required under this Letter of Credit are** made prior to 11:00 AM (New York, NY time) on a Business Day pursuant to Paragraph 3 herein above, but at the opening of business on the first Business Day next succeeding the date of such drawing if delivery of the requisite **~~document is~~documents required under this Letter of Credit are** made on or after 11:00 AM (New York, NY time) on any Business Day pursuant to Paragraph 3 herein above.

Paragraph 5 – Original

5. If a demand for payment made by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give you prompt notice (not exceeding three (3) Business Days following the date of receipt of the documents) that the demand for payment was not effected in accordance with the terms and conditions of this Letter of Credit, stating the reasons that the demand for payment was not effected in accordance with such terms and conditions, and that we will upon your instructions hold any documents at your disposal or return the same to you. Upon being notified that the demand for payment was not effected in conformity with this Letter of Credit, you may attempt to correct any such non-conforming demand for payment to the extent that you are entitled to do so, provided, however, in such event a conforming demand for payment must be timely made in accordance with the terms of this Letter of Credit.

Acceptable Modifications to Paragraph 5

5.1 If a demand for payment made by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give you prompt notice (not exceeding three (3) Business Days following the date of receipt of the documents) that the demand for payment was not effected in accordance with the terms and conditions of this Letter of Credit, stating the reasons that the demand for payment was not effected in accordance with such terms and conditions, and that we will upon your instructions hold any documents at your disposal or return the same to you. Upon being notified that the demand for payment was not effected in conformity with this Letter of Credit, you may attempt to correct any such non-conforming demand for payment to the extent that you are entitled to do so, provided, however, in such event a conforming demand for payment must be timely made **prior to or on the expiration date** in accordance with the terms of this Letter of Credit.

Paragraph 6 – Original

6. This Letter of Credit shall automatically terminate and be delivered to us for cancellation on the earliest of (i) the making by you of the drawings in an amount equal to the maximum amount available to be made hereunder, (ii) the date we receive from you a Certificate of Expiration in the form of Annex 3 hereto, or (iii) the above-stated expiration date hereof.

Acceptable Modifications to Paragraph 6

6.1 ①This Letter of Credit shall automatically terminate and be delivered to us for cancellation on the earliest of (i) the making by you of the drawings in an amount equal to the maximum amount available to be made hereunder, (ii) the date we receive from you a Certificate of ~~**Expiration**~~ **Cancellation** in the form of Annex 3 hereto, or (iii) the above-stated expiration date hereof.

②

CERTIFICATE OF ~~**EXPIRATION**~~ **CANCELLATION**
OF LETTER OF CREDIT NO. _____

_____, 20__

Please note that change ① to Paragraph 6 is only acceptable if change ② to Annex 3 is also made.

6.2 This Letter of Credit shall automatically terminate and be delivered to us for cancellation on the earliest of (i) the making by you **and payment by us** of the drawings in an amount equal to the maximum amount available to be made hereunder, (ii) the date we receive from you a Certificate of Expiration in the form of Annex 3 hereto, or (iii) the above-stated expiration date hereof.

6.3 This Letter of Credit shall automatically terminate ~~**and be delivered to us for cancellation**~~ on the earliest of (i) the making by you of the drawings in an amount equal to the maximum amount available to be made hereunder, (ii) the date we receive from you a Certificate of Expiration in the form of Annex 3 hereto, or (iii) the above-stated expiration date hereof.

Paragraph 7 – Original

7. As used herein:

"Business Day" shall mean any day on which commercial banks are not authorized or required to close in New York, New York and any day on which payments can be effected on the Fedwire system.

Acceptable Modifications to Paragraph 7

7.1 As used herein:

"Business Day" shall mean any day on which commercial banks are not authorized or required to close in New York, New York **and/or Scranton, Pennsylvania** and any day on which payments can be effected on the Fedwire system.

Paragraph 8 – Original

8. This Letter of Credit is transferable one or more times, but in each instance only to a single transferee for the full amount available to be drawn under the Letter of Credit at the time of such transfer. Such transfer shall be effected by us upon your submission of this Letter of Credit including all amendments, if any, accompanied by the Letter of Full Transfer substantially in the form of Annex 4. This Letter of Credit may not be transferred to any person with which the United States are prohibited from doing business under the United States Foreign Assets Control Regulations or other applicable United States laws and regulations. Except for such transfer, this Letter of Credit may not otherwise be amended or modified without consent from us, you and the Applicant, and except as otherwise expressly stated herein, is subject to the Uniform Customs and Practice for Documentary Credits – 2007 Revision, ICC Publication No. 600, or any successor publication thereto (the "UCP"). Payment of the transfer commission and expenses in connection with the transfer shall be borne by the Beneficiary. Any other fees, expenses and costs shall be borne by the Applicant. This Letter of Credit shall, as to matters not governed by the UCP, be governed and construed in accordance with New York law, without regard to principles of conflicts of law.

Acceptable Modifications to Paragraph 8

Please note that modification 8.1 to Paragraph 8 may not be made in conjunction with modification 8.5 to Paragraph 8.

8.1. This Letter of Credit is transferable one or more times, but in each instance only to a single transferee for the full amount available to be drawn under the Letter of Credit at the time of such transfer. Such transfer shall be effected by us upon your submission of this Letter of Credit including all amendments, if any, accompanied by the Letter of Full Transfer substantially in the form of Annex 4. This Letter of Credit may not be transferred to any person with which the United States are prohibited from doing business under the United States Foreign Assets Control Regulations or other applicable United States laws and regulations. Except for such transfer, this Letter of Credit may not otherwise be amended or modified without consent from us, you and the Applicant, and except as otherwise expressly stated herein, is subject to the Uniform Customs and Practice for Documentary Credits – 2007 Revision, ICC Publication No. 600, or any successor publication thereto (the "UCP"). Payment of the transfer commission and expenses in connection with the transfer shall be borne by the Beneficiary. Any other fees, expenses and costs shall be borne by the Applicant. This Letter of Credit shall, as to matters not governed by the UCP, be governed and construed in accordance with New York law, without regard to principles of conflicts of law. **Transfer fees shall be borne by the Applicant.**

8.2. This Letter of Credit is transferable one or more times, but in each instance only to a single transferee for the full amount available to be drawn under the Letter of Credit at the time of such transfer. Such transfer shall be effected by us upon your submission of this Letter of Credit including all amendments, if any, accompanied by the Letter of Full Transfer substantially in the form of Annex 4. This Letter of Credit may not be transferred to any person with which ~~the~~ United States **persons** are prohibited from doing business under the United States Foreign Assets Control Regulations or other applicable United States laws and regulations. Except for such transfer, this Letter of Credit may not otherwise be amended or modified without consent

from us, you and the Applicant, and except as otherwise expressly stated herein, is subject to the Uniform Customs and Practice for Documentary Credits – 2007 Revision, ICC Publication No. 600, or any successor publication thereto (the "UCP"). Payment of the transfer commission and expenses in connection with the transfer shall be borne by the Beneficiary. Any other fees, expenses and costs shall be borne by the Applicant. This Letter of Credit shall, as to matters not governed by the UCP, be governed and construed in accordance with New York law, without regard to principles of conflicts of law.

8.3. This Letter of Credit is transferable one or more times, but in each instance only to a single transferee **in which Beneficiary irrevocably transfers to such transferee all of its rights hereunder,** for the full amount available to be drawn under the Letter of Credit at the time of such transfer. Such transfer shall be effected by us upon your submission of this Letter of Credit including all amendments, if any, accompanied by the Letter of Full Transfer substantially in the form of Annex 4. This Letter of Credit may not be transferred to any person with which the United States are prohibited from doing business under the United States Foreign Assets Control Regulations or other applicable United States laws and regulations. Except for such transfer, this Letter of Credit may not otherwise be amended or modified without consent from us, you and the Applicant, and except as otherwise expressly stated herein, is subject to the Uniform Customs and Practice for Documentary Credits – 2007 Revision, ICC Publication No. 600, or any successor publication thereto (the "UCP"). Payment of the transfer commission and expenses in connection with the transfer shall be borne by the Beneficiary. Any other fees, expenses and costs shall be borne by the Applicant. This Letter of Credit shall, as to matters not governed by the UCP, be governed and construed in accordance with New York law, without regard to principles of conflicts of law.

8.4. This Letter of Credit is transferable one or more times, but in each instance only to a single transferee for the full amount available to be drawn under the Letter of Credit at the time of such transfer. Such transfer shall be effected by us upon your submission of this Letter of Credit including all amendments, if any, accompanied by the Letter of Full Transfer ~~**substantially**~~ in the form of Annex 4. This Letter of Credit may not be transferred to any person with which the United States are prohibited from doing business under the United States Foreign Assets Control Regulations or other applicable United States laws and regulations. Except for such transfer, this Letter of Credit may not otherwise be amended or modified without consent from us, you and the Applicant, and except as otherwise expressly stated herein, is subject to the Uniform Customs and Practice for Documentary Credits – 2007 Revision, ICC Publication No. 600, or any successor publication thereto (the "UCP"). Payment of the transfer commission and expenses in connection with the transfer shall be borne by the Beneficiary. Any other fees, expenses and costs shall be borne by the Applicant. This Letter of Credit shall, as to matters not governed by the UCP, be governed and construed in accordance with New York law, without regard to principles of conflicts of law.

8.5. This Letter of Credit is transferable one or more times, but in each instance only to a single transferee for the full amount available to be drawn under the Letter of Credit at the time of such transfer **and not in part**. Such transfer shall be effected by us upon your submission of this Letter of Credit including all amendments, if any, accompanied by the Letter of Full Transfer substantially in the form of Annex 4. This Letter of Credit may not be transferred to any person with which the United States are prohibited from doing business under the United States Foreign Assets Control Regulations or other applicable United States laws and regulations. Except for such transfer, this Letter of Credit may not otherwise be amended or modified without consent from us, you and the Applicant, and except as otherwise expressly stated herein, is subject to the Uniform Customs and Practice for Documentary Credits – 2007 Revision, ICC Publication No. 600, or any successor publication thereto (the "UCP"). Payment of the transfer commission and expenses in connection with the transfer shall be borne by the Beneficiary. Any other fees, expenses and costs shall be borne by the Applicant. This Letter of Credit shall, as to matters not governed by the UCP, be governed and construed in accordance with New York law, without regard to principles of conflicts of law.

8.6. This Letter of Credit is transferable one or more times, but in each instance only to a single transferee for the full amount available to be drawn under the Letter of Credit at the time of such transfer. Such transfer shall be effected by us upon your submission of this Letter of Credit including all amendments, if any, accompanied by the Letter of Full Transfer substantially in the form of Annex 4. This Letter of Credit may not be transferred to any person with which the United States are prohibited from doing business under the United States Foreign Assets Control Regulations or other applicable United States laws and regulations. Except for such transfer, this Letter of Credit may not otherwise be amended or modified without consent from us, you and the Applicant, and except as otherwise expressly stated herein, is subject to the Uniform Customs and Practice for Documentary Credits – 2007 Revision, ICC Publication No. 600, **as supplemented by the eUCP** or any successor publication thereto (the "UCP"). Payment of the transfer commission and expenses in connection with the transfer shall be borne by the Beneficiary. Any other fees, expenses and costs shall be borne by the Applicant. This Letter of Credit shall, as to matters not governed by the UCP, be governed and construed in accordance with New York law, without regard to principles of conflicts of law.

8.7. This Letter of Credit is transferable one or more times, but in each instance only to a single transferee for the full amount available to be drawn under the Letter of Credit at the time of such transfer. Such transfer shall be effected by us upon your submission of this Letter of Credit including all amendments, if any, accompanied by the Letter of Full Transfer substantially in the form of Annex 4. This Letter of Credit may not be transferred to any person with which the United States are prohibited from doing business under the United States Foreign Assets Control Regulations or other applicable United States laws and regulations. Except for such transfer, this Letter of Credit may not otherwise be amended or modified without consent from us~~,~~ **and** you ~~**and the Applicant**~~, and except as otherwise expressly stated herein, is subject to the Uniform Customs and Practice for Documentary Credits – 2007 Revision, ICC Publication No. 600, or any successor publication thereto (the "UCP"). Payment of the transfer commission and expenses in connection with the transfer shall be borne by the Beneficiary. Any other fees, expenses and costs shall be borne by the Applicant. This Letter of Credit shall, as to matters not governed by the UCP, be governed and construed in accordance with New York law, without regard to principles of conflicts of law

Paragraph 9 – Original

9. This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, changed, amplified or limited by reference to any document, instrument or agreement referred to herein, except for Annexes 1 through 4 hereto and the notices referred to herein; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except as set forth above.

Acceptable Modifications to Paragraph 9

None.

Paragraph 10 – Original

10. We _____ ("Bank") certify that as of_____(date) our senior unsecured debt is rated "A" or better by S&P Global Ratings ("S&P") if rated by S&P or "A2" or better by Moody's Investors Service Inc. ("Moody's") if rated by Moody's. We hereby certify that our senior unsecured debt is rated by at least one of S&P and Moody's.

Acceptable Modifications to Paragraph 10

10.1. We **certify that as of _____ (date) we _____** ("Bank") ~~**certify that as of _____ (date) our**~~ **satisfy the** senior unsecured debt **rating of** ~~**is rated**~~ "A" ~~**or better by**~~ **from** S&P ~~**Global Ratings ("S&P") if rated by S&P**~~ or "A2" **from** ~~**or better by**~~ Moody's Investors Service Inc. ~~**("Moody's) if rated by Moody's. We hereby certify that our senior unsecured debt is rated by at least one of S&P and Moody's**~~.

10.2. We _____ ("Bank") **acting through its New York Branch** certify that as of_____(date) our senior unsecured debt is rated "A" or better by S&P Global Ratings ("S&P") if rated by S&P or "A2" or better by Moody's Investors Service Inc. ("Moody's") if rated by Moody's. We hereby certify that our senior unsecured debt is rated by at least one of S&P and Moody's.

Paragraph 11 – Original

11. The amount which may be drawn by you under this Letter of Credit shall be automatically reduced by the amount of any drawings paid through us referencing this Letter of Credit No. _____. Partial drawings are permitted hereunder.

Acceptable Modifications to Paragraph 11

11.1. The amount which may be drawn by you under this Letter of Credit shall be automatically reduced by the amount of any drawings paid **by**~~**through**~~ us referencing this Letter of Credit No. _____. Partial drawings are permitted hereunder.

11.2. The amount which may be drawn by you under this Letter of Credit shall be automatically reduced by the amount of any drawings paid through us referencing this Letter of Credit No. _____. Partial**/multiple** drawings are permitted hereunder.

Paragraph 12 – Original

12. Faxed and electronic document(s) are acceptable. Presentation by fax must be made to fax number _____ confirmed by telephone to _____. Presentation by electronic means must be made to _____ [e-mail address] confirmed by telephone to _____.

Acceptable Modifications to Paragraph 12

12.1. Faxed and electronic document(s) are acceptable. Presentation by fax must be made to fax number _____ confirmed by telephone to _____~~.~~**, provided that such fax presentation is received on or before the expiry date on this instrument in accordance with the terms and conditions of this Letter of Credit, it being understood that any such fax presentation shall be considered the sole operative instrument of drawing. In the event of presentation by fax, the original documents should not also be presented.** Presentation by electronic means must be made to _____ [e-mail address] confirmed by telephone to _____.

12.2. Fax~~ed~~ **and electronic presentation of** document(s) **is**~~are~~ acceptable. Presentation by fax must be made to fax number _____ **or such other fax number identified by us in a written notice to you. Presentation by fax must be** confirmed by telephone to **our Standby Letter of Credit Unit at _____; provided, however, that should this telephone number change or become invalid such that the Standby Letter of Credit Unit cannot be reached by you at the above number at the time of fax presentation, the requirement of telephonic confirmation shall be waived and the faxed document(s) shall be considered operative and valid without such confirmation**. Presentation by electronic means must be made to _____ [e-mail address] confirmed by telephone to _____.

12.3. Fax~~ed~~ and electronic ~~**document(s)**~~ **presentations** are acceptable. Presentation by fax must be made to fax number _____ confirmed by telephone to _____. Presentation by electronic means must be made to _____ [e-mail address] confirmed by telephone to _____.

12.4. Faxed and electronic document(s) are acceptable. Presentation by fax must be made to fax number _____ confirmed by telephone to _____. Presentation by electronic means must be made **by your email address _____ or _____ or _____ or _____** to _____ [e-mail address] confirmed by telephone to _____.

Please note that modification 12.4 to Paragraph 4 may not necessarily include four email addresses.

12.5. Faxed **document(s)** and electronic document(s) are acceptable. Presentation by fax must be made to fax number _____ confirmed by telephone to _____. Presentation by electronic means must be made to _____ [e-mail address] confirmed by telephone to _____.

12.6. Faxed and electronic document(s) are acceptable. Presentation by fax must be made to fax number _____ confirmed by telephone to _____. Presentation by electronic means must be made to _____ [e-mail address] confirmed by telephone to _____. **Presentations sent via email require that such email and/or draw document(s) be password protected with password sent via separate email. Any such documents presented by facsimile or email transmission are deemed to be effective as originals.**

12.7. Faxed and electronic document(s) are acceptable. Presentation by fax must be made to fax number _____ confirmed by telephone to _____. Presentation by electronic means must be made to _____ [e-mail address] confirmed by telephone to _____. **Presentations sent via email require such email and/or draw document(s) to be password protected with password sent via separate email. Any such documents presented by facsimile or email transmission are deemed to be effective as originals.**

12.8. Faxed and electronic document(s) are acceptable. Presentation by fax must be made to fax number _____ confirmed by telephone to _____. Presentation by electronic means must be made **in PDF format** to _____ [e-mail address] confirmed by telephone to _____.

12.9. Faxed and electronic document(s) are acceptable. Presentation by fax must be made to fax number _____ confirmed by telephone to _____. Presentation by electronic means must be made **from your e-mail address _____ [insert Beneficiary's e-mail address]** to **our e-mail address** _____ [e-mail address] confirmed by telephone to _____.

Paragraph 13 – Original

13. In the event of act of God, riot, civil commotion, insurrection, war, terrorism or by any strikes or lock outs, or any cause beyond our control, that interrupts our business, and causes the place for presentation of this Letter of Credit to be closed for business on the last day of presentation, the expiration date of this Letter of Credit shall be automatically extended without amendment to a date thirty (30) calendar days after the place for presentation reopens for business.

Acceptable Modifications to Paragraph 13

13.1. **Notwithstanding of Article 36 of the UCP, in** ~~**In**~~ the event of act of God, riot, civil commotion, insurrection, war, terrorism or by any strikes or lock outs, or any cause beyond our control, that interrupts our business, and causes the place for presentation of this Letter of Credit to be closed for business on the last day of presentation, the expiration date of this Letter of Credit shall be automatically extended without amendment to a date thirty (30) calendar days after the place for presentation reopens for business.

Paragraph 14 – Original

14. This original Letter of Credit has been sent to [name, title, address] _____, the Beneficiary above (as per Applicant's instructions). The aggregate amount paid to the Beneficiary during the validity of this Letter of Credit will not exceed the amount of this Letter of Credit. Any demands or communications in the form of the attached Annexes or other communications directed to us under this Letter of Credit must be signed by an Authorized Officer of the Beneficiary. Acceptance or rejection of any amendments to this Letter of Credit must be signed by an Authorized Officer or other designated official of the Beneficiary.

Acceptable Modifications to Paragraph 14

14.1. This original Letter of Credit has been sent to [name, title, address] _____, the Beneficiary above (as per Applicant's instructions). The aggregate amount paid to the Beneficiary during the validity of this Letter of Credit will not exceed the amount of this Letter of Credit. Any demands or communications in the form of the attached Annexes or other communications directed to us under this Letter of Credit must be signed by an Authorized Officer of the Beneficiary. Acceptance or rejection of any amendments to this Letter of Credit must be signed by an Authorized Officer ~~**or other designated official**~~ of the Beneficiary.

.

Signature Block - Original

Very truly yours,
(Bank)

_____
By:_____
Name:
Title:

By:_____
Name:
Title:

Acceptable Modifications to the Signature Block

S.1.

Very truly yours,
(Bank)

_____
By:_____
Name:
Title:

By:_____
Name:
Title:

Certain administrative services for [BANK] may be provided by [BANK AFFILIATE], through its Canada branch, or any direct or indirect majority owned subsidiary of [BANK].

S.2.

Very truly yours,
(Bank)

_____
By:_____
Name:
Title:

~~**By:_____**~~
~~**Name:**~~
~~**Title:**~~

S.3.

~~Very truly yours,~~
~~(Bank)~~

~~_____~~

~~By: _____~~
~~Name:~~
~~Title:~~

~~By: _____~~
~~Name:~~
~~Title:~~

PLEASE SEND ALL CLAIMS AND DRAWINGS AS PER THE ABOVE TERMS AND CONDITIONS AT FOLLOWING ADDRESS:

[BANK]
[Address]

FOR QUERIES IF ANY CONTACT OUR CLIENT SERVICES TEAM AT:
[email] OR [phone number]

[BANK]	**[BANK]**
AUTHORIZED SIGNATURE	**AUTHORIZED SIGNATURE**

Annex 1 – Original

Annex 1 to Letter of Credit

DRAWING UNDER LETTER OF CREDIT NO. _____

_____, 20__

To: (Bank)
(Address)

Attention: Standby Letter of Credit Unit

Ladies and Gentlemen:

The undersigned is making a drawing under the above-referenced Letter of Credit in the amount specified below and hereby certifies to you as follows:

1. Capitalized terms used herein that are defined herein shall have the meanings ascribed thereto in the Letter of Credit.

2. Pursuant to Paragraph 2 of the Letter of Credit No._____, dated_____, 20__, the undersigned is entitled to make a drawing under the Letter of Credit in the amount of $_____, inasmuch as there is an Event of Default under any BGS Supplier Master Agreement between the Applicant and us.

3. The undersigned acknowledges that, upon your honoring the drawing herein requested, the amount of the Letter of Credit available for drawing shall be automatically decreased by an amount equal to this drawing.

Very truly yours,

(Beneficiary)

By _____
Name:
Title:
Date:

cc: _____(Applicant Name)

Acceptable Modifications to Annex 1

A1.1.
DRAWING UNDER LETTER OF CREDIT NO. _____

_____, 20__

To: (Bank)
(Address)

①Attention: ~~**Standby Letter of Credit Unit**~~ **[Insert Alternate Department Name Here]**

Please note that change ① pertains only to the "Attention" line of Annex 1. Change ① to Annex 1 is only acceptable if change ② is made to Annex 3.

②Attention: ~~**Standby Letter of Credit Unit**~~ **[Insert Alternate Department Name Here]**

A1.2.
3. **We**~~**The undersigned**~~ acknowledge~~**s**~~ that, upon your honoring the drawing herein requested, the amount of the Letter of Credit available for drawing shall be automatically decreased by an amount equal to this drawing.

NOTE: This optional modification pertains only to Paragraph 3 of Annex 3.

A1.3.
2. ① Pursuant to Paragraph 2 of the Letter of Credit No._____, dated_____, 20__, the undersigned is entitled to make a drawing under the Letter of Credit in the amount of $_____, inasmuch as there is an Event of Default under any BGS**-RSCP** Supplier Master Agreement**(s)** between the Applicant and us **dated _____ and the BGS-CIEP Supplier Master Agreement(s) between the Applicant and us, dated _____**.

Please note that change ① pertains only to Paragraph 2 of Annex 1. Change ① to Annex 1 is only acceptable if change ② is made to Paragraph 2.

② 2.1 This Letter of Credit is issued at the request of the Applicant, and we hereby irrevocably authorize you to draw on us, in accordance with the terms and conditions hereof, up to the maximum amount of this Letter of Credit, subject to reduction as provided in Paragraph 11 hereof. This Letter of Credit **is available**~~**may be drawn**~~ upon **presentation of documents in Paragraph 3 below**~~**an Event of Default under the BGS-RSCP Supplier Master Agreement(s) between the Applicant and you, dated _____ and the BGS-CIEP Supplier Master Agreement(s) between the Applicant and you, dated _____**~~.

A.1.4.

2. ① Pursuant to Paragraph 2 of the Letter of Credit No._____, dated_____, 20__, the undersigned is entitled to make a drawing under the Letter of Credit in the amount of $_____, inasmuch as there is an Event of Default under any BGS**-RSCP** Supplier Master Agreement**(s)** between the Applicant and us **dated _____ and the BGS-CIEP Supplier Master Agreement(s) between the Applicant and us, dated _____**.

Please note that change ① pertains only to Paragraph 2 of Annex 1. Change ① to Annex 1 is only acceptable if change ② is made to Paragraph 2.

② 2.2. This Letter of Credit is issued at the request of the Applicant, and we hereby irrevocably authorize you to draw on us, in accordance with the terms and conditions hereof, up to the maximum amount of this Letter of Credit, subject to reduction as provided in Paragraph 11 hereof. ~~**This Letter of Credit may be drawn upon an Event of Default under the BGS-RSCP Supplier Master Agreement(s) between the Applicant and you, dated _____ and the BGS-CIEP Supplier Master Agreement(s) between the Applicant and you, dated _____**~~ **Funds under this Letter of Credit are available to you upon presentation of documents specified in Paragraph 3**.

A.1.5.

2. Pursuant to Paragraph 2 of the Letter of Credit No._____, dated_____, 20__, the undersigned is entitled to make a drawing under the Letter of Credit in the amount of $_____, inasmuch as there is an Event of Default under any BGS**-RSCP** Supplier Master Agreement**(s) and the BGS-CIEP Supplier Master Agreement(s)** between the Applicant and us.

Annex 2 – Original

DRAWING UNDER LETTER OF CREDIT NO. _____

_____, 20__

ON [Business Day immediately succeeding
date of presentation]

PAY TO: (Beneficiary)

Attn:

$ _____

For credit to the account of _____.

FOR VALUE RECEIVED AND CHARGE TO ACCOUNT OF LETTER OF CREDIT NO. _____ OF

(Bank)
(Address)

(Beneficiary)

By _____
Name:
Title:

Acceptable Modifications to Annex 2

A2.1.
DRAWING UNDER LETTER OF CREDIT NO. _____

_____, 20__

ON _____ ~~**[Business Day immediately succeeding date of presentation]**~~

NOTE: This optional modification pertains only to the date section of Annex 2.

A2.2.
PAY TO: (Beneficiary)

Attn:

$ _____

For credit to the account of _____.

FOR VALUE RECEIVED AND CHARGE TO ACCOUNT OF LETTER OF CREDIT NO. _____ OF

To:
(Bank)
(Address)

(Beneficiary)

By _____
Name:
Title

A2.3.
PAY TO: (Beneficiary)

Attn:

$ _____

For credit to the account of _____.

FOR VALUE RECEIVED AND ~~**CHARGE TO ACCOUNT OF**~~ **DRAWN UNDER** LETTER OF CREDIT NO. _____ OF

(Bank)
(Address)

(Beneficiary)

By _____
Name:
Title

A2.4.
PAY TO: (Beneficiary)

Attn:

$ _____

For credit to the account of _____.

FOR VALUE RECEIVED AND CHARGE TO ACCOUNT OF LETTER OF CREDIT NO. _____ OF **[INSERT BANK'S NAME]**

(Bank)
(Address)

(Beneficiary)

By _____
Name:
Title

Annex 3 – Original

Annex 3 to Letter of Credit

CERTIFICATE OF EXPIRATION
OF LETTER OF CREDIT NO. _____

_____, 20__

To: (Bank)
(Address)

Attention: Standby Letter of Credit Unit

Ladies and Gentlemen:

The undersigned hereby certifies to you that the above referenced Letter of Credit may be cancelled without payment. Attached hereto is said Letter of Credit, marked cancelled.

(Beneficiary)
By: _____
Name:
Title:
Date:

cc: _____ (Applicant Name)

Acceptable Modifications to Annex 3

A3.1.
To: (Bank)
(Address)

Attention: Standby Letter of Credit Unit

Ladies and Gentlemen:

The undersigned hereby certifies to you that the above referenced Letter of Credit may be cancelled without payment. Attached hereto is said **original** Letter of Credit **and any amendments attached thereto**, marked cancelled.

(Beneficiary)
By:
Name:

Title:
Date:

cc: _____ (Applicant Name)

A3.2.
CERTIFICATE OF EXPIRATION
OF LETTER OF CREDIT NO. _____

_____, 20__

To: (Bank)
(Address)

①Attention: ~~**Standby Letter of Credit Unit**~~ **[Insert Alternate Department Name Here]**

Please note that change ① pertains only to the "Attention" line of Annex 3. Change ① to Annex 3 is only acceptable if change ② is made to Annex 1.

②Attention: ~~**Standby Letter of Credit Unit**~~ **[Insert Alternate Department Name Here]**

A3.3.
The undersigned hereby certifies to you that the above referenced Letter of Credit may be cancelled without **further** payment. Attached hereto is ~~**said**~~ **the original** Letter of Credit **and any subsequent amendments** marked cancelled.

NOTE: This optional modification pertains only to the introductory paragraph of Annex 3.

A3.4.
The undersigned hereby certifies to you that the above referenced Letter of Credit may be cancelled without payment. Attached hereto is said **original** Letter of Credit **and any amendment(s)** marked cancelled.

NOTE: This optional modification pertains only to the introductory paragraph of Annex 3.

A3.5.

①CERTIFICATE OF ~~**EXPIRATION**~~ **CANCELLATION**
OF LETTER OF CREDIT NO. _____

_____, 20__

Please note that change ① pertains only to the name of Annex 3. Change ① to Annex 3 is only acceptable if change ② is made to Paragraph 6:

② This Letter of Credit shall automatically terminate and be delivered to us for cancellation on the earliest of (i) the making by you and payment by us of the drawings in an amount equal to the maximum amount available to be made hereunder, (ii) the date we receive from you a Certificate of ~~**Expiration**~~**Cancellation** in the form of Annex 3 hereto, (iii) the above-stated expiration date hereof.

A3.6.

The undersigned hereby certifies to you that the above referenced Letter of Credit may be cancelled without payment. Attached hereto is said **original** Letter of Credit **along with its amendment(s), if any**, marked cancelled.

NOTE: This optional modification pertains only to the introductory paragraph of Annex 3.

A3.7.

The undersigned hereby certifies to you that the above referenced Letter of Credit may be cancelled without payment. Attached hereto is said Letter of Credit**, and amendments (if any),** marked cancelled.

NOTE: This optional modification pertains only to the introductory paragraph of Annex 3.

Annex 4 – Original

Annex 4 to Letter of Credit

LETTER OF FULL TRANSFER

_____, 20__

Bank
Bank Address

To Whom It May Concern:
Re: Credit_____
Issued by _____
Advice No_____

For value received, the undersigned Beneficiary hereby irrevocably transfers to:

_____
(Name of Transferee)

_____
(Address)

all rights of the undersigned Beneficiary to draw under the above Letter of Credit in its entirety.

By this transfer, all rights of the undersigned Beneficiary in such Letter of Credit are transferred to the transferee and the transferee shall have the sole rights as beneficiary thereof, including sole rights relating to any amendments whether increases or extensions or other amendments and whether now existing or hereafter made. All amendments are to be advised direct to the transferee without necessity of any consent of or notice to the undersigned Beneficiary.

The original of such Letter of Credit is returned herewith, and we ask you to endorse the transfer on the reverse thereof, and forward it direct to the transferee with your customary notice of transfer.

Enclosed is remittance in the amount of $_____ in payment of your transfer commission and in addition we agree to pay to you on demand any expenses that may be incurred by you in connection with this transfer.

Transfer Commission Charges
_____
_____

Yours very truly,

SIGNATURE AUTHENTICATED
The signatory/ies of this concern
is/are authorized to withdraw
corporate funds.

_____ _____
(BANK) Signature of Beneficiary

_____
(Authorized Signature)

SIGNATURE AUTHENTICATED
The signatory/ies of this concern
is/are authorized to withdraw
corporate funds.

_____ _____
(BANK) Signature of Transferee

_____
(Authorized Signature)

Acceptable Modifications to Annex 4

A4.1.

To Whom It May Concern:
Re: **Letter of** Credit **No.**_____
Issued by _____
Advice No_____

NOTE: This optional modification pertains only to the "To Whom it May Concern" section of Annex 4.

A4.2.

To Whom It May Concern:
Re: **Irrevocable Standby Letter of** Credit **No.**_____
Issued by _____
Advice No_____

NOTE: This optional modification pertains only to the "To Whom it May Concern" section of Annex 4.

A4.3.

To Whom It May Concern:
Re: **Letter of** Credit_____
Issued by _____
Advice No_____

NOTE: This optional modification pertains only to the "To Whom it May Concern" section of Annex 4.

A4.4.

Enclosed is remittance in the amount of $_____ in payment of your transfer commission and in addition we agree to pay to you on demand any expenses that may be incurred by you in connection with this transfer.

Transfer Commission Charges
_____
_____

We certify that this Transfer request is not in violation of any federal or state laws and further confirm our understanding that the execution of this Transfer request by you is subject to compliance with all legal requirements and related procedures implemented by your bank under applicable laws of the United States of America.

NOTE: This optional modification may only be made by inserting the above text above the signature block of Annex 4.

A4.5.

SIGNATURE AUTHENTICATED
The signatory/ies of this concern
is/are authorized to withdraw
corporate funds.

Yours very truly,

_____
(BANK)

_____
Signature of Beneficiary

_____
(Authorized Signature)

~~**SIGNATURE AUTHENTICATED**~~
~~**The signatory/ies of this concern**~~
~~**is/are authorized to withdraw**~~
~~**corporate funds.**~~

~~_____~~
~~**(BANK)**~~

_____
Signature of Transferee

~~_____~~
~~**(Authorized Signature)**~~

NOTE: This optional modification pertains only to the signature block of Annex 4.

A4.6.

To Whom It May Concern:
Re: Credit _____
Issued by _____
~~**Advice No**~~ ~~_____~~

A4.7.

The original of such Letter of Credit **and all subsequent amendments (if any)** is returned herewith, and we ask you to endorse the transfer on the reverse thereof, and forward it direct to the transferee with your customary notice of transfer.

A4.8.

The original of such Letter of Credit is returned herewith, and we ask you to endorse the transfer on the reverse thereof, and forward it direct to the transferee with your customary notice of transfer.

We further state that there are no outstanding demands by us for any other transfer or for any payment, or for any reduction or cancellation under the Standby Letter of Credit. We agree to make no such demands or requests while this demand outstanding.

Enclosed is remittance in the amount of $_____ in payment of your transfer commission and in addition we agree to pay to you on demand any expenses that may be incurred by you in connection with this transfer.

A4.9.

~~**Enclosed is r**~~**R**emittance in the amount of $_____ in payment of your transfer commission **has been wired to your account (available upon request)** and in addition we agree to pay to you on demand any expenses that may be incurred by you in connection with this transfer.