



## PECO Energy Company Default Service Program VI

# ACCEPTABLE Modifications to the Post-Bid Letter of Credit December 15, 2025

The Standard Form of the Post-Bid Letter of Credit is included as Appendix F to the PECO Energy Company Pennsylvania Default Service Supplier Master Agreement. This document contains a *preliminary* set of modifications to the Post-Bid Letter of Credit that are acceptable to PECO. All modifications to the Post-Bid Letter of Credit accepted for the benefit of a single RFP Bidder are available to all RFP Bidders on an optional basis. All such modifications are posted in this document.

Header - Original		
IRREVOCABLE LE	TTER OF CREDIT NO.	
ISSUE DATE	EXPIRY DATE	_
APPLICANT [NAME] [ADDRESS]		
BENEFICIARY [NAME] [ADDRESS]		
<b>CURRENCY</b>	<u>AMOUNT</u>	
USD	******	
1. IRREVOCAE	SLE <u>STANDBY</u> LETTER OF CREDIT NO.	
1. IRREVOCAE	BLE <u>STANDBY</u> LETTER OF CREDIT NO.	_
1. IRREVOCAE ISSUE DATE APPLICANT [NAME]	BLE <u>STANDBY</u> LETTER OF CREDIT NO.	

2. IRREVOCAL	BLE LETTER OF CI	REDIT NO.	
ISSUE DATE		EXPIRY DATE	
ISSUING BANK: [NAME] [ADDRESS AND CO	ONTACT INFORM	ATION]	
APPLICANT [NAME] [ADDRESS]			
BENEFICIARY [NAME] [ADDRESS]			
CURRENCY USD	<u>AMOUNT</u> ******		
3. IRREVOCAL	BLE LETTER OF CI	REDIT NO.	
ISSUE DATE		EXPIRY DATE	
APPLICANT [NAME] [ADDRESS]			
BENEFICIARY [NAME] [ADDRESS]			
CURRENCY			
WSD AMOUNT:	******* <b>\$</b>		

Paragraph 1 - Original
WE HEREBY ISSUE IN YOUR FAVOR OUR IRREVOCABLE LETTER OF CREDIT
NO: FOR THE ACCOUNT OF (APPLICANT) FOR AN AMOUNT OR AMOUNTS NOT TO EXCEED IN THE AGGREGATE US
DOLLARS
AT SIGHT ON THE BANK OF ("ISSUER")
(ADDRESS), EFFECTIVE AND EXPIRING AT
OUR COUNTERS ON OR ANY AUTOMATICALLY EXTENDED
EXPIRY DATE, AS PROVIDED HEREIN. THIS LETTER OF CREDIT IS
AVAILABLE IN ONE OR MORE DRAFTS UP TO THE AGGREGATE AMOUNT SET
FORTH HEREIN.
Acceptable Modifications to Paragraph 1
WE HEREBY ISSUE IN YOUR FAVOR OUR IRREVOCABLE 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
AT SIGHT ON THE BANK OF ("ISSUER")
(ADDRESS), EFFECTIVE AND EXPIRING AT
OUR COUNTERS ON OR ANY AUTOMATICALLY EXTENDED EXPIRY DATE, AS PROVIDED HEREIN. THIS LETTER OF CREDIT IS
AVAILABLE IN ONE OR MORE DRAFTS UP TO THE AGGREGATE AMOUNT SET
FORTH HEREIN.
FORTH HEREIN.
WE HEREBY ICCUE BY VOUR EAVOR OUR IRREVOCADLE LETTER OF CREDIT
WE HEREBY ISSUE IN YOUR FAVOR OUR IRREVOCABLE LETTER OF CREDIT
NO: FOR THE ACCOUNT OF (APPLICANT) FOR AN AMOUNT OR AMOUNTS NOT TO EXCEED IN THE AGGREGATE US
DOLLARS  AVAILARIE RV VOLIR DRAFT(S)
AT SIGHT ON THE BANK OF ("ISSUER")
(ADDRESS). EFFECTIVEIMMEDIATELY
DOLLARSAVAILABLE BY YOUR DRAFT(S)  AT SIGHT ON THE BANK OF("ISSUER") (ADDRESS), EFFECTIVEIMMEDIATELY  AND EXPIRING AT OUR COUNTERS ONOR ANY
AUTOMATICALLY EXTENDED EXPIRY DATE, AS PROVIDED HEREIN. THIS
LETTER OF CREDIT IS AVAILABLE IN ONE OR MORE DRAFTS UP TO THE
AGGREGATE AMOUNT SET FORTH HEREIN.
WE HEREBY ISSUE IN YOUR FAVOR OUR IRREVOCABLE 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")
AT CIGHT ON THE DANK OF (MICHIER)

(ADDRESS), EFFECTIVE AND EXPIRING AT
OUR COUNTERS ON OR ANY AUTOMATICALLY EXTENDED
(ADDRESS), EFFECTIVEAND EXPIRING AT OUR COUNTERS ONOR ANY AUTOMATICALLY EXTENDED EXPIRY DATE, AS PROVIDED HEREIN. THIS LETTER OF CREDIT IS
AVAILABLE IN ONE OR MORE DRAFTS UP TO THE AGGREGATE AMOUNT SET
FORTH HEREIN.
WE HEREBY ISSUE IN YOUR FAVOR OUR IRREVOCABLE LETTER OF CREDIT
NO: FOR THE ACCOUNT OF (APPLICANT) FOR AN AMOUNT OR AMOUNTS NOT TO EXCEED IN THE AGGREGATE US
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 OR ANY AUTOMATICALLY EXTENDED EXPIRY DATE, AS PROVIDED HEREIN. THIS LETTER OF CREDIT IS
(ADDRESS), EFFECTIVE AND EXPIRING AT
OUR COUNTERS ONOR ANY AUTOMATICALLY EXTENDED
EXPIRY DATE, AS PROVIDED HEREIN. THIS LETTER OF CREDIT IS
AVAILABLE IN ONE OR MORE DRAFTS UP TO THE AGGREGATE AMOUNT SET
FORTH HEREIN.
WE HEREBY IGGUE BY VOUR EAVOR OUR IRREVOCARIE LETTER OF CREDIT
WE HEREBY ISSUE IN YOUR FAVOR OUR IRREVOCABLE LETTER OF CREDIT
NO: FOR THE ACCOUNT OF (APPLICANT) FOR AN AMOUNT OR AMOUNTS NOT TO EXCEED IN THE AGGREGATE US
FOR AN AMOUNT OR AMOUNTS NOT TO EXCEED IN THE AGGREGATE US
DOLLARS AVAILABLE BY YOUR DRAFT(S)
DOLLARS AVAILABLE BY YOUR DRAFT(S) AT SIGHT ON THE BANK OF ("ISSUER") (ADDRESS), EFFECTIVE AND EXPIRING AT
(ADDRESS), EFFECTIVE AND EXPIRING AT
OUR COUNTERS ON OR ANY AUTOMATICALLY EXTENDED
EXPIRY DATE, AS PROVIDED HEREIN. THIS LETTER OF CREDIT IS
AVAILABLE IN ONE OR MORE DRAFTS UP TO THE AGGREGATE AMOUNT SET
FORTH HEREIN.
PARTIAL DRAWINGS AND MULTIPLE PRESENTATIONS ARE ALLOWED.
TARTIAL DRAWINGS AND MOLTH LETRESENTATIONS ARE ALLOWED.
WE HEREBY ICCUE BY VOLUE FALVOR OUR INDEVOCADILE LETTER OF CREDIT
WE HEREBY ISSUE IN YOUR FAVOR OUR IRREVOCABLE LETTER OF CREDIT
NO: FOR THE ACCOUNT OF
("APPLICANI") FOR AN AMOUNT OR AMOUNTS NOT TO EXCEED IN THE
AGGREGATE US DOLLARS AVAILABLE BY YOUR DRAFT(S) AT SIGHT ON THE BANK OF (ADDRESS), EFFECTIVE AND EXPERING AT OUR COUNTERS ON OR ANY AUTOMATICALLY.
YOUR DRAFI(S) AT SIGHT ON THE BANK OF
("ISSUER")(ADDRESS), EFFECTIVE AND
EXPIRING AT OUR COUNTERS ON OR ANY AUTOMATICALLY EXTENDED EXPIRY DATE, AS PROVIDED HEREIN. THIS LETTER OF CREDIT
IS AVAILABLE IN ONE OR MORE DRAFTS UP TO THE AGGREGATE AMOUNT
SET FORTH HEREIN.
WE HEREBY ISSUE IN YOUR FAVOR OUR IRREVOCABLE LETTER OF CREDIT
NO: FOR THE ACCOUNT OF (APPLICANT) FOR AN AMOUNT OR AMOUNTS NOT TO EXCEED IN THE AGGREGATE US

DOLLARS  DRAWN AT SIGHT ON THE BANK OF  (ADDRESS), EFFECTIVE OUR COUNTERS ON OR A  EXPIRY DATE, AS PROVIDED HEREIN.	AVAILABLE BY YOUR DRAFT(S)
DRAWN AT SIGHT ON THE BANK OF	("ISSUER")
(ADDRESS), EFFECTIV	E AND EXPIRING AT
OUR COUNTERS ON OR A	NY AUTOMATICALLY EXTENDED
EXPIRY DATE, AS PROVIDED HEREIN.	THIS LETTER OF CREDIT IS
AVAILABLE IN ONE OR MORE DRAFTS UP	TO THE AGGREGATE AMOUNT SET
FORTH HEREIN.	
WE, [NAME OF ISSUING BANK] HEREB	
IRREVOCABLE LETTER OF CREDIT NO: _	FOR THE ACCOUNT OF
TO EXCEED IN THE AC	R AN AMOUNT OR AMOUNTS NOT
TO EXCEED IN THE AC	GGREGATE US DOLLARS
AVAILABL	E BY YOUR DRAFT(S) AT SIGHT ON
THE BANK OF	("ISSUER")
THE BANK OF  (ADDRESS), EFFECTIVE OF THE CONTROL OF	E AND EXPIRING AT
OUR COUNTERS ON OR A EXPIRY DATE, AS PROVIDED HEREIN.	NY AUTOMATICALLY EXTENDED
AVAILABLE IN ONE OR MORE DRAFTS UP	TO THE AGGREGATE AMOUNT SET
FORTH HEREIN.	
WE HEDEDY ICCHE DI VOLD EAVOR OHD	IDDELLOCADI E CTANDOM I ETTED
WE HEREBY ISSUE IN YOUR FAVOR OUR	IRREVOCABLE <u>STANDBY</u> LETTER
WE HEREBY ISSUE IN YOUR FAVOR OUR OF CREDIT NO: FOR THE ACC	IRREVOCABLE <u>STANDBY</u> LETTER OUNT OF
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OF CREDIT NO: FOR THE ACC	OUNT OF
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OF CREDIT NO: FOR THE ACC	OUNT OF
OF CREDIT NO: FOR THE ACC (APPLICANT) FOR AN AMOUNT OR AMOUNT ON THE BACC ("ISSUER") (ADDRESS EXPIRING AT OUR COUNTERS ON	OUNT OFOUNTS NOT TO EXCEED IN THE AVAILABLE BY ANK OF AND OR ANY AUTOMATICALLY
OF CREDIT NO: FOR THE ACC (APPLICANT) FOR AN AMOUNT OR AMOUNT ON THE BAC ("ISSUER") (ADDRESS EXPIRING AT OUR COUNTERS ON EXTENDED EXPIRY DATE, AS PROVIDED	OUNT OFOUNTS NOT TO EXCEED IN THEAVAILABLE BY ANK OFANDOR ANY AUTOMATICALLY HEREIN. THIS LETTER OF CREDIT
OF CREDIT NO: FOR THE ACC (APPLICANT) FOR AN AMOUNT OR AMOUNT ON THE BAC ("ISSUER") (ADDRESS EXPIRING AT OUR COUNTERS ON EXTENDED EXPIRY DATE, AS PROVIDED IS AVAILABLE IN ONE OR MORE DRAFTS	OUNT OFOUNTS NOT TO EXCEED IN THEAVAILABLE BY ANK OFANDOR ANY AUTOMATICALLY HEREIN. THIS LETTER OF CREDIT
OF CREDIT NO: FOR THE ACC (APPLICANT) FOR AN AMOUNT OR AMOUNT ON THE BAC ("ISSUER") (ADDRESS EXPIRING AT OUR COUNTERS ON EXTENDED EXPIRY DATE, AS PROVIDED	OUNT OFOUNTS NOT TO EXCEED IN THEAVAILABLE BY ANK OFANDOR ANY AUTOMATICALLY HEREIN. THIS LETTER OF CREDIT
OF CREDIT NO: FOR THE ACC (APPLICANT) FOR AN AMOUNT OR AMOUNT ON THE BAC ("ISSUER") (ADDRESS EXPIRING AT OUR COUNTERS ON EXTENDED EXPIRY DATE, AS PROVIDED IS AVAILABLE IN ONE OR MORE DRAFTS	OUNT OFOUNTS NOT TO EXCEED IN THEAVAILABLE BY ANK OFANDOR ANY AUTOMATICALLY HEREIN. THIS LETTER OF CREDIT
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OF CREDIT NO: FOR THE ACC (APPLICANT) FOR AN AMOUNT OR AMOUNT ON THE BAC ("ISSUER") (ADDRESS EXPIRING AT OUR COUNTERS ON EXTENDED EXPIRY DATE, AS PROVIDED IS AVAILABLE IN ONE OR MORE DRAFTS SET FORTH HEREIN.  WE HEREBY ISSUE IN YOUR FAVOR OUR 1	OUNT OFOUNTS NOT TO EXCEED IN THEAVAILABLE BY NK OFOR ANY AUTOMATICALLY HEREIN. THIS LETTER OF CREDIT UP TO THE AGGREGATE AMOUNT
OF CREDIT NO: FOR THE ACC (APPLICANT) FOR AN AMOUNT OR AMOUNT DESCRIPTION OF A SIGHT ON THE BASE ("ISSUER") (ADDRESS EXPIRING AT OUR COUNTERS ON EXTENDED EXPIRY DATE, AS PROVIDED IS AVAILABLE IN ONE OR MORE DRAFTS SET FORTH HEREIN.  WE HEREBY ISSUE IN YOUR FAVOR OUR IN NO: FOR THE ACCOUNT OF	OUNT OFOUNTS NOT TO EXCEED IN THEAVAILABLE BY ANK OFOR ANY AUTOMATICALLY HEREIN. THIS LETTER OF CREDIT UP TO THE AGGREGATE AMOUNTORANY AUTOMATICALLY HEREIN. THIS LETTER OF CREDIT UP TO THE AGGREGATE AMOUNT(APPLICANT)
OF CREDIT NO: FOR THE ACC (APPLICANT) FOR AN AMOUNT OR AMOUNT OR AMOUNT OR AMOUNT OR AMOUNT OR AMOUNT OR AMOUNT DRAFT(S) AT SIGHT ON THE BAC ("ISSUER") (ADDRESS EXPIRING AT OUR COUNTERS ON EXTENDED EXPIRY DATE, AS PROVIDED IS AVAILABLE IN ONE OR MORE DRAFTS SET FORTH HEREIN.  WE HEREBY ISSUE IN YOUR FAVOR OUR IN NO: FOR THE ACCOUNT OF FOR AN AMOUNT OR AMOUNTS NOT TO	OUNT OFOUNTS NOT TO EXCEED IN THEAVAILABLE BY ANK OFOR ANY AUTOMATICALLY HEREIN. THIS LETTER OF CREDIT UP TO THE AGGREGATE AMOUNT  IRREVOCABLE LETTER OF CREDIT(APPLICANT)  EXCEED IN THE AGGREGATE US
OF CREDIT NO: FOR THE ACC (APPLICANT) FOR AN AMOUNT OR AMOUNT OR AMOUNT OR AMOUNT OR AMOUNT OR AMOUNT OR AMOUNT DRAFT(S) AT SIGHT ON THE BAC ("ISSUER") (ADDRESS EXPIRING AT OUR COUNTERS ON EXTENDED EXPIRY DATE, AS PROVIDED IS AVAILABLE IN ONE OR MORE DRAFTS SET FORTH HEREIN.  WE HEREBY ISSUE IN YOUR FAVOR OUR IN NO: FOR THE ACCOUNT OF FOR AN AMOUNT OR AMOUNTS NOT TO	OUNT OFOUNTS NOT TO EXCEED IN THEAVAILABLE BY ANK OFOR ANY AUTOMATICALLY HEREIN. THIS LETTER OF CREDIT UP TO THE AGGREGATE AMOUNT  IRREVOCABLE LETTER OF CREDIT(APPLICANT)  EXCEED IN THE AGGREGATE US
OF CREDIT NO: FOR THE ACC (APPLICANT) FOR AN AMOUNT OR AMOUNT OR AMOUNT OR AMOUNT OR AMOUNT OR AMOUNT OR AMOUNT DRAFT(S) AT SIGHT ON THE BAC ("ISSUER") (ADDRESS EXPIRING AT OUR COUNTERS ON EXTENDED EXPIRY DATE, AS PROVIDED IS AVAILABLE IN ONE OR MORE DRAFTS SET FORTH HEREIN.  WE HEREBY ISSUE IN YOUR FAVOR OUR IN NO: FOR THE ACCOUNT OF FOR AN AMOUNT OR AMOUNTS NOT TO	OUNT OFOUNTS NOT TO EXCEED IN THEAVAILABLE BY ANK OFOR ANY AUTOMATICALLY HEREIN. THIS LETTER OF CREDIT UP TO THE AGGREGATE AMOUNT  IRREVOCABLE LETTER OF CREDIT(APPLICANT)  EXCEED IN THE AGGREGATE US
OF CREDIT NO: FOR THE ACC (APPLICANT) FOR AN AMOUNT OR AMOUNT OR AMOUNT OR AMOUNT OR AMOUNT OR AMOUNT OR AMOUNT DOLLARS YOUR DRAFT(S) AT SIGHT ON THE BAC ("ISSUER") (ADDRESS EXPIRING AT OUR COUNTERS ON EXTENDED EXPIRY DATE, AS PROVIDED IS AVAILABLE IN ONE OR MORE DRAFTS SET FORTH HEREIN.  WE HEREBY ISSUE IN YOUR FAVOR OUR IN NO: FOR THE ACCOUNT OF FOR AN AMOUNT OR AMOUNTS NOT TO DOLLARSUSD DRAFT(S) AT SIGHT ON THE BANK OF (ADDRESS), EFFECTIV	OUNT OFOUNTS NOT TO EXCEED IN THEAVAILABLE BY ANK OFOR ANY AUTOMATICALLY HEREIN. THIS LETTER OF CREDIT UP TO THE AGGREGATE AMOUNT  EXCEED IN THE AGGREGATE USAVAILABLE BY YOUR("ISSUER")  E AND EXPIRING AT
OF CREDIT NO: FOR THE ACC (APPLICANT) FOR AN AMOUNT OR AMOUNT DESTRICT ON THE BACK ("ISSUER") (ADDRESS EXPIRING AT OUR COUNTERS ON EXTENDED EXPIRY DATE, AS PROVIDED IS AVAILABLE IN ONE OR MORE DRAFTS SET FORTH HEREIN.  WE HEREBY ISSUE IN YOUR FAVOR OUR IN NO: FOR THE ACCOUNT OF FOR AN AMOUNT OR AMOUNTS NOT TO DOLLARSUSD (ADDRESS), EFFECTIV OUR COUNTERS ON OR AMOUNTERS OR AMO	OUNT OFOUNTS NOT TO EXCEED IN THEAVAILABLE BY ANK OFOR ANY AUTOMATICALLY HEREIN. THIS LETTER OF CREDIT UP TO THE AGGREGATE AMOUNT(APPLICANT) EXCEED IN THE AGGREGATE USAVAILABLE BY YOUR("ISSUER") TEAND EXPIRING AT NY AUTOMATICALLY EXTENDED
OF CREDIT NO: FOR THE ACC (APPLICANT) FOR AN AMOUNT OR AMOUNT OR AMOUNT OR AMOUNT OR AMOUNT OR AMOUNT OR AMOUNT DOLLARS YOUR DRAFT(S) AT SIGHT ON THE BAC ("ISSUER") (ADDRESS EXPIRING AT OUR COUNTERS ON EXTENDED EXPIRY DATE, AS PROVIDED IS AVAILABLE IN ONE OR MORE DRAFTS SET FORTH HEREIN.  WE HEREBY ISSUE IN YOUR FAVOR OUR IN NO: FOR THE ACCOUNT OF FOR AN AMOUNT OR AMOUNTS NOT TO DOLLARSUSD DRAFT(S) AT SIGHT ON THE BANK OF (ADDRESS), EFFECTIV	OUNT OFOUNTS NOT TO EXCEED IN THEAVAILABLE BY ANK OFOR ANY AUTOMATICALLY HEREIN. THIS LETTER OF CREDIT UP TO THE AGGREGATE AMOUNT  EXCEED IN THE AGGREGATE USAVAILABLE BY YOUR("ISSUER")  EAND EXPIRING AT NY AUTOMATICALLY EXTENDED THIS LETTER OF CREDIT IS

WE HEREBY	ISSUI	E IN Y	OUR FA	VOR O	JR IRRE	VOCAB	LE LE	TTER	OF CRE	DIT
NO:	FO	R THE	ACCOU	JNT OF				(A	PPLICA	NT)
FOR AN AM	OUNT	OR A	MOUN	TS NOT	TO EXC	CEED IN	THE	AGGR	REGATE	US
DOLLARS _					AVA	AILABL	E BY	YOUR	DRAF	T(S)
DOLLARS _ AT SIGHT	ON	THE	BANK	OF					("ISSUI	ER")
		, 11	<u>NSERT</u>	BANK	<u>DEPAR</u>	<u>aimeni</u>	<u>NAN</u>	<u>/IE</u> , (	ADDKE	255),
EFFECTIVE			Al	ND EX	PIRING	AT (	OUR	COUN	ITERS	ON
	OR	ANY	AUTO	MATICA	ALLY E	XTENDE	ED EX	XPIRY	DATE,	AS
PROVIDED I	IEREI	N. TH	IIS LET	TER OI	F CREDI	T IS A	VAILA	BLE I	N ONE	OR
MORE DRAF	TS UP	TO TH	IE AGG	REGAT	E AMOU	NT SET	FORT	H HER	REIN.	
WE HEREBY	ISSUI	E IN Y	OUR FA	VOR O	J <b>R IRR</b> E	VOCAB	LE LE	TTER	OF CRE	DIT
NO:	FO	R THE	ACCOU	JNT OF				(A	PPLICA	NT)
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DOLLARS _ AT SIGHT					AV	AILABL	E BY	YOUR	DRAF	T(S)
AT SIGHT	ON	THE	BANK	OF					("ISSUI	ER")
		$\underline{\hspace{0.1cm}}$ (AD	DRESS)	, EFFEC	TIVE		A	ND EX	<b>EPIRINO</b>	δAΤ
OUR COUNT	ERS (	ON		OF	R ANY A	AUTOM	ATICA	LLY 1	EXTENI	DED
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TANTO RED	UCE 7	THE ST	<u> FATED</u>	<u>AMOU</u>	NT OF T	HIS LE	TTER	OF CI	REDIT.4	HIS
LETTER OF										TITT
ELTTER OF	CRED	IT IS	AVAILA	BLE IN	I ONE C	R MOR	E DR	<del>\FTS \</del>	JP TO	HE

## Paragraph 2 - Original

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.

#### Acceptable Modifications to Paragraph 2

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 UPONON PRESENTATION IF ACCOMPANIED BY THE REQUIRED DOCUMENTS PURSUANT TO THE TERMS OF THIS LETTER OF CREDIT.

## Paragraph 3 - Original

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

## Acceptable Modifications to Paragraph 3

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

Paragraph 4 - Original
1. YOUR SIGNED AND DATED STATEMENT, READING AS FOLLOWS:
"THE AMOUNT FOR THIS DRAWING, USD (INSERT AMOUNT), BEING MADE UNDER THE BANK OF
Acceptable Modifications to Paragraph 4
1. YOUR SIGNED AND DATED STATEMENT, READING AS FOLLOWS:
"THE AMOUNT FOR THIS DRAWING, USD (INSERT AMOUNT), BEING MADE UNDER THE BANK OF
1. YOUR SIGNED AND DATED STATEMENT, READING AS FOLLOWS:
"THE AMOUNT FOR THIS DRAWING, USD (INSERT AMOUNT), BEING MADE UNDER THE BANK OF (BANK) LETTER OF CREDIT NUMBER (INSERT LETTER OF CREDIT REFERENCE NUMBER), REPRESENTS AN AMOUNT DUE AND PAYABLE TO BENEFICIARY FROM APPLICANT FOR PERFORMANCE ASSURANCE RELATED TO THE BENEFICIARY'S PECO ENERGY COMPANY PENNSYLVANIA DEFAULT SERVICE SUPPLIER MASTER AGREEMENT DATED BETWEEN AND"

1.	YOUR SIGNED AND DATE	D STATEMENT,	READING A	S FOLLO	WS:
UNDI NUM AN A PERF BENF SERV	AMOUNT FOR THIS DRAWER THE BANK OF BER (INSERT LETTER OF COMOUNT DUE AND PAYABITORMANCE ASSURANCE EFICIARY'S PECO ENERGYICE SUPPLIER MASTER AGENTALISM "	REDIT REFEREN LE TO BENEFICI RELATED T Y COMPANY	BANK) LET NCE NUMBE ARY FROM O THE—1 PENNSYLV	TER OF ER), REPF APPLICA THAT ( ANIA D	CREDIT RESENTS ANT FOR CERTAIN DEFAULT
1.	YOUR SIGNED AND DATE	D STATEMENT,	READING A	S FOLLO	WS:
UNDI NUM AN A PERF ENER	AMOUNT FOR THIS DRAW ER THE BANK OF BER (INSERT LETTER OF C MOUNT DUE AND PAYABI ORMANCE ASSURANCE R RGY COMPANY PENNSYLVA EEMENT DATED BETWEEN	REDIT REFEREN LE TO BENEFICI RELATED TO T ANIA DEFAULT	BANK) LET NCE NUMBE ARY FROM HE BENE SERVICE SU	TER OF ER), REPF APPLICA FICIARY JPPLIER	CREDIT RESENTS ANT FOR 'S PECO MASTER
	nodification is acceptable as lo ed as the Issuer in Paragraph 1.		replaced by th	e name of	<sup>r</sup> the bank
1.	YOUR SIGNED AND DATE	D STATEMENT,	READING A	S FOLLO	WS:
UNDI NUM AN A PERF ENER	AMOUNT FOR THIS DRAW ER THE BANK OF BER (INSERT LETTER OF C MOUNT DUE AND PAYABI ORMANCE ASSURANCE R RGY COMPANY PENNSYLVA EEMENT DATED BETWEEN	( <u>"</u> REDIT REFEREN LE TO BENEFICI RELATED TO T ANIA DEFAULT	BANK <u>"</u> ) LET NCE NUMBE ARY FROM HE BENEI SERVICE SU	TTER OF ER), REPF APPLICA FICIARY JPPLIER	CREDIT RESENTS ANT FOR 'S PECO MASTER
ALIKI	SISTEMPT TO A LEAD FOR TWEET		AINII		

## Paragraph 5 - Original

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

#### Acceptable Modifications to Paragraph 5

- THIS ORIGINAL LETTER OF CREDIT AND ANY AMENDMENT(S).
- 2. THIS ORIGINAL LETTER OF CREDIT AND ANY AMENDMENT(S) ALL ORIGINAL AMENDMENTS (IF ANY).
- 2. THIS ORIGINAL LETTER OF CREDIT AND ANYALL AMENDMENT(S).

ALL DRAFTS MUST BEAR THE CLAUSE "DRAWN UNDER THE BANK OF
\_\_[INSERT NAME OF "ISSUER"] LETTER OF CREDIT NO.
\_\_[INSERT LETTER OF CREDIT NUMBER]"

2. THIS ORIGINAL LETTER OF CREDIT AND ANY AMENDMENT(S)ALL DRAFTS MUST BEAR THE CLAUSE "DRAWN UNDER THE [INSERT NAME OF "ISSUER"], LETTER OF CREDIT NO. [INSERT LETTER OF CREDIT NUMBER]"

#### Paragraph 6 - Original

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.

#### Acceptable Modifications to Paragraph 6

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 TIMEEASTERN PREVAILING TIME, ISSUER SHALL SATISFY SUCH DRAWING REQUEST ON THE NEXT BUSINESS DAY. IF THE DRAWING IS RECEIVED AFTER 11:00 A.M. NEW YORK TIMEEASTERN PREVAILING TIME, ISSUER WILL SATISFY SUCH DRAWING REQUEST ON THE SECOND FOLLOWING BUSINESS DAY.

This first acceptable modification to Paragraph 6 is illustrative. It is acceptable to replace "New York Time" with any time zone within the United States (e.g. "Eastern Prevailing Time", "Central Prevailing Time" or "Pacific Prevailing Time").

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, 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 TIME, ISSUER WILL SATISFY SUCH DRAWING REQUEST ON THE SECOND FOLLOWING BUSINESS DAY.

This second acceptable modification to Paragraph 6 is illustrative. It is acceptable to replace "New York" with any City and/or State within the United States provided that this modification is also made to Paragraph 9.

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 PRESENTATION OF ANY DRAWING IS MADE ON A BUSINESS DAY (AS HEREIN DEFINED) AND SUCH PRESENTATION IS MADE 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.

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 SATISFYHONOR SUCH DRAWING REQUEST ON THE NEXT BUSINESS DAY. IF THE DRAWING IS RECEIVED AFTER 11:00 A.M. NEW YORK TIME, ISSUER WILL SATISFYHONOR SUCH DRAWING REQUEST ON THE SECOND FOLLOWING BUSINESS DAY.

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 PRESENTATION OF ANY DRAWING IS MADE ON A BUSINESS DAY (AS HEREINAFTER DEFINED) AND SUCH PRESENTATION IS MADE 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.

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

## Paragraph 7 - Original

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT WILL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR FROM THE EXPIRATION DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST 90 DAYS PRIOR TO ANY EXPIRATION DATE WE NOTIFY YOU AT THE ABOVE ADDRESS BY REGISTERED MAIL OR HAND DELIVERED COURIER THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR ANY SUCH PERIOD.

#### Acceptable Modifications to Paragraph 7

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT WILL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR FROM THE EXPIRATION DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST 90 DAYS PRIOR TO ANY EXPIRATION DATE WE NOTIFY SEND YOU WRITTEN NOTICE AT THE ABOVE ADDRESS BY REGISTERED MAIL OR HAND DELIVERED COURIER THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR ANY SUCH PERIOD.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT WILL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR FROM THE EXPIRATION DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST 90 DAYS PRIOR TO ANY EXPIRATION DATE WE NOTIFY YOU AT THE ABOVE ADDRESS BY REGISTERED MAIL OR HAND DELIVERED COURIER THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR ANY SUCH PERIOD.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT WILL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR FROM THE EXPIRATION DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST 90 DAYS PRIOR TO ANY EXPIRATION DATE WE NOTIFY YOU AT THE ABOVE ADDRESS BY REGISTERED MAIL OR HAND DELIVERED OVERNIGHT COURIER THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR ANY SUCH PERIOD.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT WILL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR FROM THE EXPIRATION DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST 90 DAYS PRIOR TO ANY EXPIRATION DATE WE NOTIFY YOU AT THE ABOVE ADDRESS BY REGISTERED MAIL OR HAND DELIVERED OVERNIGHT COURIER SERVICE THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR ANY SUCH PERIOD.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT WILL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR FROM THE EXPIRATION DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST 90 DAYS PRIOR TO ANY EXPIRATION DATE WE NOTIFY YOU AT THE ABOVE ADDRESS BY REGISTERED MAIL OR HAND DELIVERED COURIER THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED EXTENDED FOR ANY SUCH PERIOD.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT WILL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR FROM THE EXPIRATION DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST 90 DAYS PRIOR TO ANY EXPIRATION DATE WE SEND NOTICE TO NOTIFY YOU AT THE ABOVE ADDRESS BY REGISTERED MAIL OR HAND DELIVERED COURIER THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR ANY SUCH PERIOD.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT WILL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR <u>364 DAYSONE</u> YEAR FROM THE EXPIRATION DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST 90 DAYS PRIOR TO ANY EXPIRATION DATE WE NOTIFY YOU AT THE ABOVE ADDRESS BY REGISTERED MAIL OR HAND DELIVERED COURIER THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR ANY SUCH PERIOD.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT WILL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR FROM THE EXPIRATION DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST 90 DAYS PRIOR TO ANY EXPIRATION DATE WE <u>SEND WRITTEN NOTICE TO THE BENEFICIARYNOTIFY</u> YOU AT THE ABOVE ADDRESS BY REGISTERED MAIL, OR HAND DELIVERED OR OVERNIGHT COURIER THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR ANY SUCH PERIOD.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT WILL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR FROM THE EXPIRATION DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST 90 DAYS PRIOR TO ANY EXPIRATION DATE WE NOTIFY

YOU AT THE ABOVE ADDRESS BY REGISTERED MAIL <u>RETURN RECEIPT</u> <u>REQUESTED</u> OR HAND <u>DELIVERED COURIER</u> THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR ANY SUCH PERIOD.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT WILL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR FROM THE EXPIRATION DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST <u>NINETY</u> (90) DAYS PRIOR TO ANY EXPIRATION DATE WE NOTIFY YOU AT THE ABOVE ADDRESS BY REGISTERED MAIL OR HAND DELIVERED COURIER THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR ANY SUCH PERIOD.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT WILL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR <u>PERIODS OF</u> ONE YEAR FROM THE EXPIRATION DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST 90 DAYS PRIOR TO ANY EXPIRATION DATE WE NOTIFY YOU AT THE ABOVE ADDRESS BY REGISTERED MAIL OR HAND DELIVERED COURIER THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR ANY SUCH PERIOD.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT WILL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR FROM THE EXPIRATION DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST 90 DAYS PRIOR TO ANY EXPIRATION DATE WE NOTIFYSEND YOU NOTICE IN WRITING AT THE ABOVE ADDRESS BY REGISTERED MAIL OR HAND DELIVERED COURIER THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR ANY SUCH PERIOD.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT WILL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR FROM THE EXPIRATION DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST 90 DAYS PRIOR TO ANY EXPIRATION DATE WE NOTIFYSEND YOU A NOTICE AT THE ABOVE ADDRESS BY REGISTERED MAIL OR HAND DELIVERED COURIER THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR ANY SUCH PERIOD.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT WILL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR FROM THE EXPIRATION DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST 90 DAYS PRIOR TO ANY EXPIRATION DATE WE NOTIFY YOU BY NOTICE IN WRITING AT THE ABOVE ADDRESS BY REGISTERED MAIL OR HAND DELIVERED COURIER THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR ANY SUCH PERIOD.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT WILL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR FROM THE EXPIRATION DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST 90 DAYS PRIOR TO ANY EXPIRATION DATE WE NOTIFYSEND YOU NOTICE AT THE ABOVE ADDRESS BY REGISTERED MAIL OR HAND DELIVERED COURIER THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR ANY SUCH PERIOD.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT WILL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR FROM THE EXPIRATION DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST 90 DAYS PRIOR TO ANY EXPIRATION DATE WE NOTIFY YOU AT THE ABOVE ADDRESS BY CERTIFIED OR REGISTERED MAIL OR OVERNIGHT COURIER OR HAND DELIVERED COURIER THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR ANY SUCH PERIOD.

## Paragraph 8 - Original

THIS LETTER OF CREDIT MAY BE TERMINATED 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.

#### Acceptable Modifications to Paragraph 8

THIS LETTER OF CREDIT MAY BE TERMINATED 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 LETTER OF CREDIT MAY BE TERMINATED 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 TOGETHER WITH THE ORIGINAL OF THIS LETTER OF CREDIT RETURNED FOR CANCELLATION.

THIS LETTER OF CREDIT MAY BE TERMINATED 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 RETURN OF THIS LETTER OF CREDIT AND ANY AMENDMENT(S) THERETO TO THE ISSUER.

THIS LETTER OF CREDIT MAY BE TERMINATED 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 STANDBY LETTER OF CREDIT AND ALL AMENDMENTS.

THIS LETTER OF CREDIT MAY BE TERMINATED BY US 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 LETTER OF CREDIT MAY BE TERMINATED 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 ATTACHED THERETO.

THIS LETTER OF CREDIT MAY BE TERMINATED UPON BENEFICIARY'S RECEIPT OF FULL PAYMENT FROM THE APPLICANT AND ISSUER'S RECEIPT OF A WRITTEN <u>SIGNED</u> RELEASE FROM THE BENEFICIARY RELEASING THE ISSUER FROM ITS OBLIGATIONS UNDER THIS LETTER OF CREDIT.

THIS LETTER OF CREDIT MAY BE TERMINATED 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 <u>ATTACHING THE</u> ORIGINAL LETTER OF CREDIT.

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

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

THIS LETTER OF CREDIT MAY BE TERMINATED 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 STANDBY LETTER OF CREDIT AND ALL AMENDMENTS.

THIS LETTER OF CREDIT MAY BE TERMINATED 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, SUCH RELEASE TO BE ACCOMPANIED BY RETURN OF THIS ORIGINAL LETTER OF CREDIT.

THIS LETTER OF CREDIT MAY BE TERMINATED 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 LETTER OF CREDIT MAY BE TERMINATED 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 WITH THE ORIGINAL LETTER OF CREDIT AND AMENDMENT(S), IF ANY.

THIS LETTER OF CREDIT MAY BE TERMINATED PRIOR TO THE 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 LETTER OF CREDIT MAY BE TERMINATED UPON BENEFICIARY'S RECEIPT OF FULL PAYMENT FROM THE APPLICANT AND ISSUER'S RECEIPT OF A <u>SIGNED</u> WRITTEN RELEASE FROM THE BENEFICIARY RELEASING THE ISSUER FROM ITS OBLIGATIONS UNDER THIS LETTER OF CREDIT <u>TOGETHER</u> <u>WITH THE ORIGINAL OF THIS LETTER OF CREDIT AND ALL ORIGINAL AMENDMENTS (IF ANY).</u>

THIS LETTER OF CREDIT MAY BE TERMINATED 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 RETURN OF THIS ORIGINAL LETTER OF CREDIT AND ANY AMENDMENT(S) THERETO.

THIS LETTER OF CREDIT MAY BE TERMINATED 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 STANDBY LETTER OF CREDIT AND ALL ORIGINAL AMENDMENTS IF ANY.

THIS LETTER OF CREDIT MAY BE TERMINATED 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 TOGETHER WITH THE ORIGINAL OF THIS LETTER OF CREDIT AND ALL RELATED AMENDMENTS RETURNED FOR CANCELLATION.

THIS LETTER OF CREDIT MAY BE TERMINATED UPON BENEFICIARY'S RECEIPT OF FULL PAYMENT FROM THE APPLICANT ANDOR ISSUER'S RECEIPT OF A WRITTEN RELEASE FROM THE BENEFICIARY RELEASING THE ISSUER FROM ITS OBLIGATIONS UNDER THIS LETTER OF CREDIT.

THIS LETTER OF CREDIT MAY BE TERMINATED 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 STANDBY LETTER OF CREDIT AND ALL AMENDMENTS ATTACHED THERETO.

THIS LETTER OF CREDIT MAY BE TERMINATED 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 LETTER OF CREDIT MAY BE TERMINATED 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.

#### Paragraph 9 - Original

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.

## Acceptable Modifications to Paragraph 9

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 YORKLOS ANGELES, CALIFORNIA ARE REQUIRED OR AUTHORIZED BY LAW TO BE CLOSED.

This first acceptable modification to Paragraph 9 is illustrative. It is acceptable to replace "New York, New York" with any City and/or State within the United States provided that this modification is also made to Paragraph 6.

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.

EXCEPT AS EXPRESSLY STATED HEREIN, THIS UNDERTAKING IS NOT SUBJECT TO ANY AGREEMENT, CONDITION OR QUALIFICATION. THE OBLIGATION OF [ISSUING BANK] UNDER THIS LETTER OF CREDIT IS THE INDIVIDUAL OBLIGATION OF [ISSUING BANK] AND IS IN NO WAY CONTINGENT UPON REIMBURSEMENT WITH RESPECT THERETO.

THIS INSTRUMENTS SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING WITH YOU, AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED OR AMPLIFIED BY REFERENCE TO ANY DOCUMENT, INSTRUMENT OR AGREEMENT REFERRED TO HEREIN OR IN WHICH THIS LETTER OF CREDIT IS REFERRED TO OR TO WHICH THIS LETTER OF CREDIT RELATES, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY SUCH DOCUMENT, INSTRUMENT OR AGREEMENT.

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.

EXCEPT AS EXPRESSLY STATED HEREIN, THIS LETTER OF CREDIT IS NOT SUBJECT TO ANY AGREEMENT, CONDITION OR QUALIFICATION. THE OBLIGATION OF [ISSUING BANK] UNDER THIS LETTER OF CREDIT IS THE INDIVIDUAL OBLIGATION OF [ISSUING BANK] AND IN NO WAY CONTINGENT UPON REIMBURSEMENT WITH RESPECT HERETO.

THIS INSTRUMENT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING WITH YOU, AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED OR AMPLIFIED BY REFERENCE TO ANY DOCUMENT, INSTRUMENT OR AGREEMENT REFERRED TO HEREIN OR IN WHICH THIS LETTER OF CREDIT IS REFERRED TO OR TO WHICH THIS LETTER OF CREDIT RELATES, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY SUCH DOCUMENT, INSTRUMENT OR AGREEMENT.

## Paragraph 10 – Original

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 [BANK] UNDER THIS LETTER OF CREDIT AND [BANK] SHALL ALWAYS REMAIN LIABLE TO [BENEFICIARY] FOR THE FULL AMOUNT OF APPLICANT'S OBLIGATIONS HEREIN TO [BENEFICIARY] NOT TO EXCEED THE AVAILABLE AMOUNT IN THIS LETTER OF CREDIT.

#### Acceptable Modifications to Paragraph 10

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 [BANK] UNDER THIS LETTER OF CREDIT AND [BANK] SHALL ALWAYS REMAIN LIABLE TO [BENEFICIARY] FOR THE FULL AMOUNT OF APPLICANT'S OBLIGATIONS HEREIN TO [BENEFICIARY] NOT TO EXCEED THE AVAILABLE AMOUNT IN THIS LETTER OF CREDIT UP TO THE EXPIRATION OF THIS 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[BANK] UNDER THIS LETTER OF CREDIT AND THE ISSUER[BANK] SHALL ALWAYS REMAIN LIABLE TO [BENEFICIARY] FOR THE FULL AMOUNT OF APPLICANT'S OBLIGATIONS HEREIN TO [BENEFICIARY] NOT TO EXCEED THE AVAILABLE AMOUNT IN THIS 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 [BANK] UNDER THIS LETTER OF CREDIT AND [BANK] SHALL ALWAYS REMAIN LIABLE TO [BENEFICIARY] FOR THE AVAILABLE FULL AMOUNT OF APPLICANT'S OBLIGATIONS HEREIN TO [BENEFICIARY] NOT TO EXCEED THE AVAILABLE AMOUNT IN THIS 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 [BANK] UNDER THIS LETTER OF CREDIT AND [BANK] SHALL ALWAYS REMAIN LIABLE TO [BENEFICIARY] FOR THE FULLOUTSTANDING AMOUNT OF THE LETTER OF CREDIT, OF APPLICANT'S OBLIGATIONS HEREIN TO [BENEFICIARY] NOT TO EXCEED THE AGGREGATE OF US DOLLARS [INSERT AMOUNT HERE] THE AVAILABLE AMOUNT IN THIS 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 [BANK] UNDER THIS LETTER OF CREDIT AND [BANK] SHALL ALWAYS REMAIN LIABLE TO [BENEFICIARY] FOR THE FULL AMOUNT OF APPLICANT'S OBLIGATIONS HEREIN TO [BENEFICIARY] NOT TO EXCEED THE AVAILABLE AMOUNT IN THIS LETTER OF CREDIT UP TO THE EXPIRATION OF THIS 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 [BANK] UNDER THIS LETTER OF CREDIT AND [BANK] SHALL ALWAYS REMAIN LIABLE TO [BENEFICIARY] FOR THE FULL AMOUNT OF APPLICANT'S OBLIGATIONS HEREIN TO [BENEFICIARY] NOT TO EXCEED THE AVAILABLE AMOUNT IN THIS LETTER OF CREDIT AND ONLY UP TO THE EXPIRATION OF THIS 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 [BANK] UNDER THIS LETTER OF CREDIT AND [BANK] SHALL ALWAYS REMAIN LIABLE TO [BENEFICIARY] FOR THE FULLOUTSTANDING AMOUNT OF APPLICANT'S OBLIGATIONS HEREINTHE LETTER OF CREDIT TO [BENEFICIARY] NOT TO EXCEED THE AVAILABLE AMOUNT IN THIS 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 [BANK] UNDER THIS LETTER OF CREDIT AND [BANK] SHALL ALWAYS REMAIN LIABLE TO [BENEFICIARY] FOR THE OUSTANDING AMOUNT OF THIS LETTER OF CREDIT UP TO THE EXPIRATION OF THIS LETTER OF CREDIT.FULL AMOUNT OF APPLICANT'S OBLIGATIONS HEREIN TO [BENEFICIARY] NOT TO EXCEED THE AVAILABLE AMOUNT IN THIS LETTER OF CREDIT.

## Paragraph 11 – Original

#### ADDITIONAL TERMS AND CONDITIONS:

- 1. ALL COMMISSIONS AND OTHER BANKING CHARGES WILL BE BORNE BY THE APPLICANT
- 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 STATE OF NEW YORK, INCLUDING, TO THE EXTENT NOT INCONSISTENT WITH ISP98, THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN THE STATE OF NEW YORK. THIS LETTER OF CREDIT MAY NOT BE AMENDED, CHANGED OR MODIFIED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE BENEFICIARY AND THE ISSUER.

### Acceptable Modifications to Paragraph 11

- 2. THIS LETTER OF CREDIT MAY NOT BE TRANSFERRED OR ASSIGNED, IN WHOLE OR IN PART.
- 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 STATE OF NEW YORK, USA INCLUDING, TO THE EXTENT NOT INCONSISTENT WITH ISP98, THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN THE STATE OF NEW YORK. THIS LETTER OF CREDIT MAY NOT BE AMENDED, CHANGED OR MODIFIED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE BENEFICIARY AND THE ISSUER.
- 4. THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (1998) OF THE INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 ("ISP98") OR ANY SUBSEQUENT REVISION THEREOF. AS TO MATTERS NOT GOVERNED BY ISP98, THIS LETTER OF CREDIT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, INCLUDING, TO THE EXTENT NOT INCONSISTENT WITH ISP98, THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN THE STATE OF NEW YORK. THIS LETTER OF CREDIT MAY NOT BE

AMENDED, CHANGED OR MODIFIED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE BENEFICIARY AND THE ISSUER.

## Paragraph 12 – Original

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.

#### Acceptable Modifications to Paragraph 12

- 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.
- 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. PARTIAL DRAWING PERMITTED.
- 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. PARTIAL DRAWINGS PERMITTED.

## Paragraph 13 – Original

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.

#### Acceptable Modifications to Paragraph 13

- 6. PARTIAL DRAWING AND MULTIPLE PRESENTATIONS ARE ALLOWED. 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.
- 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.
- 6. A FAILURE TO MAKE ANY PARTIAL DRAWINGS <u>AND MULTIPLE DRAWINGS ARE ALLOWED</u> 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.
- 6. PARTIAL AND MULTIPLE DRAWINGS ARE ALLOWED. 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.
- 6. PARTIAL DRAWINGS ARE PERMITTED. 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.

## Additional Paragraphs

ALL PARTIES TO THIS LETTER OF CREDIT ARE ADVISED THAT THE U.S. GOVERNMENT HAS IN PLACE CERTAIN SANCTIONS AGAINST CERTAIN COUNTRIES, INDIVIDUALS, ENTITIES, AND VESSELS. [BANK], INCLUDING BRANCHES AND, IN CERTAIN CIRCUMSTANCES, SUBSIDIARIES, ARE/WILL BE PROHIBITED FROM ENGAGING IN TRANSACTIONS OR OTHER ACTIVITIES WITHIN THE SCOPE OF APPLICABLE SANCTIONS.

CERTAIN ADMINISTRATIVE SERVICES FOR [INSERT BANK NAME]

MAY BE PROVIDED BY [INSERT BANK NAME] OR ANY DIRECT OR

INDIRECT MAJORITY OWNED SUBSIDIARY OF [INSERT BANK NAME].

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 THE ISSUING BANK REFERENCING THIS LETTER OF CREDIT NO. [INSERT LETTER OF CREDIT REFERENCE NUMBER]. PARTIAL AND MULTIPLE DRAWINGS ARE PERMITTED HEREUNDER.

CERTAIN ADMINISTRATIVE SERVICES FOR [INSERT BANK NAME]

MAY BE PROVIDED BY [INSERT BANK AGENT NAME], THROUGH

ITS [INSERT BRANCH NAME], OR ANY DIRECT OR INDIRECT

MAJORITY OWNED SUBSIDIARY OF [INSERT BANK

NAME].

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

FOR OUERIES IF ANY CONTACT OUR CLIENT SERVICES TEAM AT:

Signa	ture– Original
Autho	orized Signature:
Title:	
	e direct any written correspondence, including drawing or inquiries to:
	name, address and phone number]
	*
S.1.	Please direct any written correspondence, including drawing or inquiries to:
	[Bank name, address and phone number]
	Authorized Signature:
	Title:
	Please direct any written correspondence, including drawing or inquiries to:
	[Bank name, address and phone number]
S.2.	<u>By:</u>
	By: By: Authorized Signature: Authorized Signature: NY
	Name: Name: Title: Title:
	Title.
	Please direct any written correspondence, including drawing or inquiries to:
	[Bank name, address and phone number]
S.3.	Authorized Signature:
	Title:
	Please direct any written correspondence, including drawing or inquiries to:
	[Bank name, address and phone number]
	[Insert Bank Department Name]
S.4.	Authorized Signature:
	Title:
	Please direct any written correspondence, including drawing or inquiries to:
	[Bank name, address, phone number, and email]