

2012 BGS Auctions
ACCEPTABLE Modifications to the Pre-Auction Letters of Credit
November 2, 2011

This document contains a comprehensive set of modifications to the Final Pre-Auction Letters of Credit that are **ACCEPTABLE** to the EDCs on an *optional* basis.

The Final Pre-Auction Letters of Credit are posted on the “*Contract & Credit*” page of the BGS Auction web site:

<http://www.bgs-auction.com/bgs.bidinfo.cc.asp>.

Beneficiary - Original

Letter of Credit No. _____

To: the Electric Distribution Companies (“EDCs”)
c/o NERA Economic Consulting, Inc. (“NERA”)
BGS Auction Manager
One Gateway Center, Suite 720
Newark, NJ 07102

The EDCs are all of the following:

Atlantic City Electric Company (“ACE”) and Jersey Central Power & Light Company (“JCP&L”) and
Public Service Electric and Gas Company (“PSE&G”) and Rockland Electric Company (“RECO”)

Acceptable Modifications to the Beneficiary

B.1. Letter of Credit No. _____

To: the Electric Distribution Companies referred to below (“EDCs”)
c/o NERA Economic Consulting, Inc. (“NERA”)
BGS Auction Manager
One Gateway Center, Suite 720
Newark, NJ 07102

The EDCs are all of the following:

Atlantic City Electric Company (“ACE”) and Jersey Central Power & Light Company (“JCP&L”)
and Public Service Electric and Gas Company (“PSE&G”) and Rockland Electric Company
 (“RECO”)

B.2. Our Letter of Credit No. _____

To: the Electric Distribution Companies (“EDCs”)
c/o NERA Economic Consulting, Inc. (“NERA”)
BGS Auction Manager
One Gateway Center, Suite 720
Newark, NJ 07102

The EDCs are all of the following:

Atlantic City Electric Company (“ACE”) and Jersey Central Power & Light Company (“JCP&L”)
and Public Service Electric and Gas Company (“PSE&G”) and Rockland Electric Company
 (“RECO”)

Paragraph 1 - Original

1. We hereby establish in your favor this irrevocable Letter of Credit (this “Letter of Credit”) for the account of _____, an Applicant to the Part 2 Application process of the BGS Auction(s) who has successfully completed the Part 1 Application (the “Bidder”), in the amount of USD \$_____, effective immediately and available to you at sight upon demand by all of you at our counters at _____(Location) and expiring on _____ which is at least sixty (60) calendar days from date of issuance, unless terminated earlier in accordance with the provisions hereof or otherwise extended.

Acceptable Modifications to Paragraph 1

- 1.1. We hereby establish in your favor this irrevocable Letter of Credit (this “Letter of Credit”) for the account of _____, an Applicant to the Part 2 Application process of the BGS Auction(s) who has successfully completed the Part 1 Application (the “Bidder”), in the amount of USD \$_____, effective immediately and available to you at sight upon demand by all of you at our counters at _____(Location) and expiring on _____ ~~which is at least sixty (60) calendar days from date of issuance~~, unless terminated earlier in accordance with the provisions hereof or otherwise extended.

NOTE: This modification is acceptable to the EDCs, PROVIDED THAT the date inserted is at least 60 calendar days from the date of issuance.

- 1.2. We, [bank], hereby establish in your favor this irrevocable Letter of Credit (this “Letter of Credit”) for the account of _____, an Applicant to the Part 2 Application process of the BGS Auction(s) who has successfully completed the Part 1 Application (the “Bidder”), in the amount of USD \$_____, effective immediately and available to you at sight upon demand by all of you at our counters at _____(Location) and expiring on _____ which is at least sixty (60) calendar days from date of issuance, unless terminated earlier in accordance with the provisions hereof or otherwise extended.
- 1.3. We hereby establish in your favor this irrevocable **Standby** Letter of Credit (this “Letter of Credit”) for the account of _____, an Applicant to the Part 2 Application process of the BGS Auction(s) who has successfully completed the Part 1 Application (the “Bidder”), in the amount of USD \$_____, effective immediately and available to you at sight upon demand by all of you at our counters at _____(Location) and expiring on _____ which is at least sixty (60) calendar days from date of issuance, unless terminated earlier in accordance with the provisions hereof or otherwise extended.
- 1.4. We hereby establish in your favor this irrevocable Letter of Credit (this “Letter of Credit”) for the account of _____ **(the “Bidder”), whom we have been advised is;** an Applicant to the Part 2 Application process of the BGS Auction(s) who has successfully completed the Part 1 Application **(the “Bidder”)**, in the amount of USD \$_____, effective immediately and available to you at sight upon demand by all of you at our **counters office** at _____(Location) and expiring on _____ which is at least sixty (60) calendar days from date of issuance, unless terminated earlier in accordance with the provisions hereof or otherwise extended.

Paragraph 2 - Original

2. This Letter of Credit is issued at the request of the Bidder, 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 by presenting documents required in Paragraph 3 hereof and your certificate stating that the Bidder
- a) “has made a material omission or misrepresentation in the Part 1 Application or the Part 2 Application submitted to participate in the _____ [BGS-FP/BGS-CIEP] Auction; or has violated the _____ [BGS-FP/BGS-CIEP] Auction Rules (the “Rules”); or
 - b) “has a winning bid in the _____ [BGS-FP/BGS-CIEP] Auction and has failed to execute the _____ [BGS-FP/BGS-CIEP] Supplier Master Agreement within three (3) business days of the certification of the _____ [BGS-FP/BGS-CIEP] Auction results by the New Jersey Board of Public Utilities (“Board”) as specified in the Rules”; or
 - c) “has a winning bid in the _____ [BGS-FP/BGS-CIEP] Auction and has failed to meet the creditworthiness requirements of the _____ [BGS-FP/BGS-CIEP] Supplier Master Agreement within three (3) business days of the certification of the _____ [BGS-FP/BGS-CIEP] Auction results by the Board as specified in the Rules.”

Acceptable Modifications to Paragraph 2

- 2.1. This Letter of Credit is issued at the request of the Bidder, 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 by presenting documents required in Paragraph 3 hereof and your certificate stating that the Bidder
- a) “has made a material omission or misrepresentation in the Part 1 Application or the Part 2 Application submitted to participate in that certain~~the~~ _____ [BGS-FP/BGS-CIEP] Auction; or has violated that certain~~the~~ _____ [BGS-FP/BGS-CIEP] Auction Rules (the “Rules”); or
 - b) “has a winning bid in that certain~~the~~ _____ [BGS-FP/BGS-CIEP] Auction and has failed to execute that certain~~the~~ _____ [BGS-FP/BGS-CIEP] Supplier Master Agreement within three (3) business days of the certification of the _____ [BGS-FP/BGS-CIEP] Auction results by the New Jersey Board of Public Utilities (“Board”) as specified in the Rules”; or
 - c) “has a winning bid in that certain~~the~~ _____ [BGS-FP/BGS-CIEP] Auction and has failed to meet the creditworthiness requirements of that certain~~the~~ _____ [BGS-FP/BGS-CIEP] Supplier Master Agreement within three (3) business days of the certification of the _____ [BGS-FP/BGS-CIEP] Auction results by the Board as specified in the Rules.”
- 2.2. This Letter of Credit is issued at the request of the Bidder, 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 by presenting documents required in Paragraph 3 hereof and your certificate stating that the Bidder

- a) “has made a material omission or misrepresentation in the Part 1 Application or the Part 2 Application submitted to participate in the _____ [BGS-FP/BGS-CIEP] Auction; or has violated the _____ [BGS-FP/BGS-CIEP] Auction Rules ~~(the “Rules”)~~”; or
- b) “has a winning bid in the _____ [BGS-FP/BGS-CIEP] Auction and has failed to execute the _____ [BGS-FP/BGS-CIEP] Supplier Master Agreement within three (3) business days of the certification of the _____ [BGS-FP/BGS-CIEP] Auction results by the New Jersey Board of Public Utilities ~~(“Board”)~~ as specified in the [BGS-FP/BGS-CIEP Auction Rules]”; or
- c) “has a winning bid in the _____ [BGS-FP/BGS-CIEP] Auction and has failed to meet the creditworthiness requirements of the _____ [BGS-FP/BGS-CIEP] Supplier Master Agreement within three (3) business days of the certification of the _____ [BGS-FP/BGS-CIEP] Auction results by the New Jersey Board of Public Utilities as specified in the [BGS-FP/BGS-CIEP Auction Rules].”

2.3. This Letter of Credit is issued at the request of the Bidder, 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 by presenting documents required in Paragraph 3 hereof and your certificate stating that ~~the Bidder~~

- a) “the Bidder has made a material omission or misrepresentation in the Part 1 Application or the Part 2 Application submitted to participate in the _____ [BGS-FP/BGS-CIEP] Auction; or has violated the _____ [BGS-FP/BGS-CIEP] Auction Rules (the “Rules”); or
- b) “the Bidder has a winning bid in the _____ [BGS-FP/BGS-CIEP] Auction and has failed to execute the _____ [BGS-FP/BGS-CIEP] Supplier Master Agreement within three (3) business days of the certification of the _____ [BGS-FP/BGS-CIEP] Auction results by the New Jersey Board of Public Utilities (“Board”) as specified in the Rules”; or
- c) “the Bidder has a winning bid in the _____ [BGS-FP/BGS-CIEP] Auction and has failed to meet the creditworthiness requirements of the _____ [BGS-FP/BGS-CIEP] Supplier Master Agreement within three (3) business days of the certification of the _____ [BGS-FP/BGS-CIEP] Auction results by the Board as specified in the Rules.”

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, New York time¹) on such Business Day to _____ (Bank), _____ (address), (i) a notice in the form of Annex 1 hereto executed by an Authorized Officer of each EDC and (ii) your draft in the form of Annex 2 hereto, appropriately completed and duly signed by an Authorized Officer of the EDCs. Authorized Officer shall mean President, Treasurer, any Vice President or any Assistant Treasurer.

Acceptable Modifications to Paragraph 3

3.1. 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, New York time¹) on such Business Day to _____ (Bank), _____ (address), (i) a notice in the form of Annex 1 hereto executed by an Authorized Officer of each EDC and (ii) your draft in the form of Annex 2 hereto, appropriately completed and duly signed by an Authorized Officer of ~~the EDCs~~ each EDC. Authorized Officer shall mean President, Treasurer, any Vice President or any Assistant Treasurer.

3.2. 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, New York time¹) on such Business Day~~ to _____ (Bank), _____ (address), (i) a notice in the form of Annex 1 hereto executed by an Authorized Officer of each EDC and (ii) your draft in the form of Annex 2 hereto, appropriately completed and duly signed by an Authorized Officer of the EDCs. Authorized Officer shall mean President, Treasurer, any Vice President or any Assistant Treasurer.

3.3. 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, New York~~ Chicago, Illinois time²) on such Business Day to _____ (Bank), _____ (address), (i) a notice in the form of Annex 1 hereto executed by an Authorized Officer of each EDC and (ii) your draft in the form of Annex 2 hereto, appropriately completed and duly signed by an Authorized Officer of the EDCs. Authorized Officer shall mean President, Treasurer, any Vice President or any Assistant Treasurer.

¹ If the issuer of the Letter of Credit is located in an area that is not in the Eastern Time zone, this time, 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, 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 conditions 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 accounts at such banks 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 A.M. (New York, NY time) on a Business Day pursuant to Paragraph 3 hereinabove, but at the opening of business on the first Business Day next succeeding the date of such drawing if delivery of the requisite documents is made on or after 11:00 A.M. (New York, NY time) on any Business Day pursuant to Paragraph 3 hereinabove.

Acceptable Modifications to Paragraph 4

- 4.1. We hereby agree to honor a drawing hereunder made in compliance with the terms and conditions 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~~ accounts at such banks 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 A.M. (New York, NY time) on a Business Day pursuant to Paragraph 3 hereinabove, but at the opening of business on the first Business Day next succeeding the date of such drawing if delivery of the requisite documents is made on or after 11:00 A.M. (New York, NY time) on any Business Day pursuant to Paragraph 3 hereinabove.
- 4.2. We hereby agree to honor a drawing hereunder made in compliance with the terms and conditions 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 accounts at~~ such banks in the United States, for credit to such accounts thereat, 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 all this requisite documents is made prior to 11:00 A.M. (New York, NY time) on a Business Day pursuant to Paragraph 3 hereinabove, but at the opening of business on the first Business Day next succeeding the date of such drawing if delivery of all the requisite documents is made on or after 11:00 A.M. (New York, NY time) on any Business Day pursuant to Paragraph 3 hereinabove.
- 4.3. We hereby agree to honor a drawing hereunder made in compliance with the terms and conditions 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 accounts at such banks 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, New York~~ San Francisco, California time) on the date of such drawing if delivery of this requisite document is made prior to 11:00 A.M. (~~New York, New York~~ San Francisco, California time) on a Business Day pursuant to Paragraph 3 hereinabove, but at the opening of business on the first Business Day next succeeding the date of such drawing if delivery of the requisite documents is made on or after 11:00 A.M. (~~New York,~~

~~New York~~ San Francisco, California time) on any Business Day pursuant to Paragraph 3 hereinabove.

- 4.4. We hereby agree to honor a drawing hereunder made in compliance with the terms and conditions 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 accounts at such banks 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 A.M. (New York, NY time) on a Business Day pursuant to Paragraph 3 hereinabove, but at the opening of business on the first Business Day following next succeeding the date of such drawing if delivery of the requisite documents is made on or after 11:00 A.M. (New York, NY time) on any Business Day pursuant to Paragraph 3 hereinabove.
- 4.5. We hereby agree to honor a drawing hereunder made in compliance with the terms and conditions of this Letter of Credit by transferring in immediately available funds the amount specified in the draft delivered to us in connection with ~~your-such~~ drawing to such accounts at such banks in the United States as you may specify in your draft delivered to us pursuant to Paragraph 3 hereof, by ~~32~~:00 P.M. (~~New York, New York~~ Chicago, Illinois time) on the date of such drawing if delivery of this requisite document is made prior to ~~11~~:00 A.M. (~~New York, New York~~ Chicago, Illinois time) on a Business Day pursuant to Paragraph 3 hereinabove, but at the opening of business on the first Business Day next succeeding the date of such drawing if delivery of the requisite documents is made on or after ~~11~~:00 A.M. (~~New York, New York~~ Chicago, Illinois time) on any Business Day pursuant to Paragraph 3 hereinabove.

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 why the demand for payment was not so effected, and stating 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 why the demand for payment was not so effected, and stating 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.
- 5.2. 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 why the demand for payment was not so effected, and stating 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 and within the validity 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 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, (iii) the above-stated expiration date hereof.

Acceptable Modifications to Paragraph 6

- 6.1. 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, (iii) the above-stated expiration date hereof.
- 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, (iii) the above-stated expiration date hereof.
- 6.3. ① 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.

② A3.4.

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.

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 or Winston-Salem, North Carolina and any day on which payments can be effected on the Fedwire system.
- 7.2. 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 or Chicago, Illinois and any day on which payments can be effected on the Fedwire system.
- 7.3. 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.
- 7.4. 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~~ San Francisco, California and any day on which payments can be effected on the Fedwire system.
- 7.5. 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~~ Houston, Texas and any day on which payments can be effected on the Fedwire system.
- 7.6. As used herein:
“Bidder” shall mean [Bidder Name]

Paragraph 8 - Original

8. This Letter of Credit is not transferable, and except as otherwise expressly stated herein, is subject to the Uniform Customs and Practices for Documentary Credits – 2007 revision, ICC Publication No. 600, or any successor publication thereto (the “UCP”). All banking charges are for the account of the Bidder. 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

8.1. This Letter of Credit is not transferable, and except as otherwise expressly stated herein, is subject to the Uniform Customs and Practices for Documentary Credits – 2007 revision, ICC Publication No. 600, ~~or any successor publication thereto~~ (the “UCP”). All banking charges are for the account of the Bidder. 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 3 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

- 9.1. This Letter of Credit sets forth in full our undertaking to you, but not any of our rights (whether under applicable law or otherwise), and such undertaking to you, but not any of our rights (whether under applicable law or otherwise) 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 3 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.
- 9.2. 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 3 hereto and the notices referred to herein and the UCP; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except as set forth above.

Paragraph 10 - Original

10. We certify that as of _____ (date) we _____ (“Bank”) satisfy the senior unsecured debt rating of “A” from Standard & Poor’s or “A2” from Moody’s.

Acceptable Modifications to Paragraph 10

None.

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 ~~through~~ by 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 document(s) are acceptable. Presentation by fax must be made to fax number _____. 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.

Acceptable Modifications to Paragraph 12

12.1. ~~Faxed document(s) are~~ **presentation is** acceptable. Presentation by fax must be made to fax number _____ **[fax number] or such other fax number identified by [bank] 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.

12.2. Faxed document(s) are acceptable. Presentation by fax must be made to fax number _____. 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~~ **Department** 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.

12.3. Faxed document(s) are acceptable. Presentation by fax must be made to fax number _____. Presentation by fax must be confirmed by telephone to our Standby Letter of Credit Unit at _____ **or email at** _____; provided, however, that should this telephone number **or email address** change or become invalid such that the Standby Letter of Credit Unit cannot be reached by you at the above number **or email address** at the time of fax presentation, the requirement of telephonic **or email** confirmation shall be waived and the faxed document(s) shall be considered operative and valid without such confirmation.

NOTE: This change is acceptable to the EDCs, PROVIDED THAT the email address listed is distributed to a departmental email address.

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 NERA, the BGS Auction Manager, at One Gateway Center, Suite 720, Newark, NJ 07102 (as per Bidder's instructions, the BGS Auction Manager holds the Letter of Credit for the benefit of all EDCs). The aggregate amount paid to the EDCs 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 each of the EDCs. Acceptance or rejection of any amendments to this Letter of Credit must be signed by an Authorized Representative of the BGS Auction Manager on behalf of the EDCs. An Authorized Representative of the BGS Auction Manager means any Vice President or Senior Vice President of NERA.

Acceptable Modifications to Paragraph 14

14.1. This original Letter of Credit ~~has been~~ is being sent to NERA, the BGS Auction Manager, at One Gateway Center, Suite 720, Newark, NJ 07102 (as per Bidder's instructions, the BGS Auction Manager holds the Letter of Credit for the benefit of all EDCs). The aggregate amount paid to the EDCs 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 each of the EDCs. Acceptance or rejection of any amendments to this Letter of Credit must be signed by ~~an Authorized Representative of the BGS Auction Manager on behalf of the EDCs. An Authorized Representative of the BGS Auction Manager means~~ any Vice President or Senior Vice President of NERA.

Acceptable Additional Paragraph 15

15.1 Any demands or communications under this Standby Letter of Credit must be sent to: [bank] [address]. Telephone number is [number] or [number].

15.2 Any demands or communications under this Standby Letter of Credit must be sent to:

[Bank], [Address] stating our Letter of Credit Number as it appears above. For telephone assistance, please contact the Standby Client Service Unit at [Number] or [Number], and have this Letter of Credit Number available.

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:~~

Authorized Signor

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 are entitled to make a drawing under the Letter of Credit in the amount of \$ _____, inasmuch as the Bidder has _____ (state reason from conditions (a) – (c) of Paragraph 2).
3. The amounts to be received by each EDC are \$ _____ for ACE, \$ _____ for JCP&L, \$ _____ for PSE&G and \$ _____ for RECO.
4. We acknowledge 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,

ACE

By _____

Name:

Title:

Date:

JCP&L

By _____

Name:

Title:

Date:

PSE&G

By _____

Name:

Title:

Date:

RECO

By _____

Name:

Title:

Date:

cc: _____ (Bidder)

Acceptable Modifications to Annex 1

A1.1.

To: (Bank)
(Address)

Attention: Manager Standby Letter of Credit ~~Unit~~ Department

Ladies and Gentlemen:

The undersigned ~~is~~ are making a drawing under the above-referenced Letter of Credit (the "Letter of Credit") in the amount specified below and hereby ~~certifies~~ certify 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 are entitled to make a drawing under the Letter of Credit in the amount of \$_____, inasmuch as the Bidder has _____ (state reason from conditions (a) – (c) of Paragraph 2).
3. The amounts to be received by each EDC are \$_____ for ACE, \$_____ for JCP&L, \$_____ for PSE&G and \$_____ for RECO.

4. We acknowledge 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,

~~ACE~~ ATLANTIC CITY ELECTRIC COMPANY

By _____
Name:
Title:
Date:

~~JCP&L~~ JERSEY CENTRAL POWER & LIGHT COMPANY

By _____
Name:
Title:
Date:

~~PSE&G~~ PUBLIC SERVICE ELECTRIC AND GAS COMPANY

By _____
Name:
Title:
Date:

~~RECO~~ ROCKLAND ELECTRIC COMPANY

By _____
Name:
Title:
Date:

cc: _____ (Bidder)

A1.2.

2. Pursuant to Paragraph 2 of the Letter of Credit No. _____, dated _____, 20____, the undersigned are entitled to make a drawing under the Letter of Credit in the amount of \$_____, inasmuch as [Insert the Bidder has _____ (state reason from conditions (a) - (e) of the quoted wording after (a), (b) or (c) in Paragraph 2) of the Letter of Credit].

A1.4.

4. We acknowledge 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~~ such drawing.

A1.3.

3. The amounts to be received by each Electric Distribution Company~~EDC~~ are \$_____ for Atlantic City Electric Company~~ACE~~, \$_____ for Jersey Central Power & Light Company~~JCP&L~~, \$_____ for Public Service Electric & Gas Company~~PSE&G~~ and \$_____ for Rockland Electric Company~~RECO~~.

Annex 2 – Original

Annex 2 to Letter of Credit

DRAWING UNDER LETTER OF CREDIT NO. _____

_____, 20__

ON [Business Day pursuant to Paragraph 4]

PAY TO: EDC (ACE or JCP&L or PSE&G or RECO)

Attn:

\$ _____

For credit to the account of _____.

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

(Bank)

(Address)

EDC (ACE or JCP&L or PSE&G or RECO)

By _____

Name:

Title:

Acceptable Modifications to Annex 2

A2.1.

ON [Business Day pursuant to Paragraph 4]

PAY TO: ~~EDC (ACE or JCP&L or PSE&G or RECO)~~

**[Atlantic City Electric Company][Jersey Central Power & Light Company][Public Service
Electric and Gas Company][Rockland Electric Company]**

A2.3.

~~EDC (ACE or JCP&L or PSE&G or RECO)~~
[ATLANTIC CITY ELECTRIC COMPANY][JERSEY
CENTRAL POWER & LIGHT COMPANY][PUBLIC
SERVICE ELECTRIC AND GAS
COMPANY][ROCKLAND ELECTRIC COMPANY]

By _____

Name:

Title:

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.

ACE
By _____
Name:
Title:
Date:

JCP&L
By _____
Name:
Title:
Date:

PSE&G
By _____
Name:
Title:
Date:

RECO
By _____
Name:
Title:
Date:

cc: _____ (Bidder)

Acceptable Modifications to Annex 3

A3.1. 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 all amendments attached thereto, marked cancelled.

A3.2. 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 any amendments thereto, marked cancelled.

A3.3.

To: (Bank)
(Address)

Attention: Manager Standby Letter of Credit ~~Unit~~ Department

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.

~~ACE~~ ATLANTIC CITY ELECTRIC COMPANY

By _____

Name:

Title:

Date:

~~JCP&L~~ JERSEY CENTRAL POWER & LIGHT COMPANY

By _____

Name:

Title:

Date:

~~PSE&G~~ PUBLIC SERVICE ELECTRIC AND GAS COMPANY

By _____

Name:

Title:

Date:

~~RECO~~ ROCKLAND ELECTRIC COMPANY

By _____

Name:

Title:

Date:

A3.4.

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

_____, 20__

Please note that change to Annex 3 is only acceptable if change to terminology Paragraph 3 is also made.

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 is to~~ be cancelled without ~~payment~~ any further drawing. Attached hereto is said Letter of Credit, marked cancelled.

Additional Acceptable Modifications to the Pre-Auction Letter of Credit

Please note that the following changes to the Pre-Auction Letter of Credit are acceptable to the EDCs, PROVIDED THAT the terms “Confirming Bank” and “Presentation Office” are carried through the entire Pre-Auction Letter of Credit by including all the changes listed below.

Paragraph 1

We hereby establish in your favor this irrevocable Letter of Credit (this “Letter of Credit”) for the account of _____, an Applicant to the Part 2 Application process of the BGS Auction(s) who has successfully completed the Part 1 Application (the “Bidder”), in the amount of USD \$ _____, effective immediately and available to you at sight upon demand by all of you at ~~our the~~ counters ~~at _____ (Location) and expiring on _____ of [bank] (the “Confirming Bank”) at [address] (the “Presentation Office”) and expiring at the Confirming Bank on _____~~, which is at least sixty (60) calendar days from date of issuance, unless terminated earlier in accordance with the provisions hereof or otherwise extended.

Paragraph 2

This Letter of Credit is issued at the request of the Bidder, and we hereby irrevocably authorize you to draw on ~~us the~~ the Confirming Bank, 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 by presenting documents required in Paragraph 3 hereof and your certificate ~~stating that the Bidder to the Confirming Bank in the form of Annex 1 to this Letter of Credit using the following wording in item (2) of such certificate (with instructions in brackets in the following wording complied with):~~

- a) “the Bidder has made a material omission or misrepresentation in the Part 1 Application or the Part 2 Application submitted to participate in the _____ [BGS-FP/BGS-CIEP] Auction; or has violated the _____ [BGS-FP/BGS-CIEP] Auction Rules (the “Rules”); or
- b) “the Bidder has a winning bid in the _____ [BGS-FP/BGS-CIEP] Auction and has failed to execute the _____ [BGS-FP/BGS-CIEP] Supplier Master Agreement within three (3) business days of the certification of the _____ [BGS-FP/BGS-CIEP] Auction results by the New Jersey Board of Public Utilities (“Board”) as specified in the Rules”; or
- c) “the Bidder has a winning bid in the _____ [BGS-FP/BGS-CIEP] Auction and has failed to meet the creditworthiness requirements of the _____ [BGS-FP/BGS-CIEP] Supplier Master Agreement within three (3) business days of the certification of the _____ [BGS-FP/BGS-CIEP] Auction results by the Board as specified in the Rules.”

Paragraph 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, New York~~ San Francisco, California time¹) on such Business Day to _____ (~~Bank~~), _____ (~~address~~) the Confirming Bank at the Presentation Office, (i) a notice in the form of Annex 1 hereto (with instructions therein in brackets complied with) indicating that it is executed by ~~an Authorized Officer of each EDC and (ii) your draft in the form of Annex 2 hereto, appropriately completed and duly signed by an Authorized Officer of the EDCs. Authorized Officer shall mean~~ President, Treasurer, any Vice President or any Assistant Treasurer of each EDC and (ii) one or more of your drafts in the form of Annex 2 hereto (with instructions therein in brackets complied with), each appropriately completed and indicating that it is signed by the President, Treasurer, any Vice President or any Assistant Treasurer of one of the EDCs.

Paragraph 4

We hereby agree ~~to~~ that the Confirming Bank will honor ~~a~~ each drawing hereunder made in compliance with the terms and conditions of this Letter of Credit by transferring in immediately available funds the amount specified in the draft delivered to ~~us~~ the Confirming Bank in connection with such drawing to such accounts at such banks in the United States as you may specify in your draft delivered to ~~us~~ the Confirming Bank pursuant to Paragraph 3 hereof, by 3:00 P.M. (New York, New York time) on the date of such drawing if delivery of this requisite document is made prior to 11:00 A.M. (New York, New York time) on a Business Day pursuant to Paragraph 3 hereinabove, but at the opening of business on the first Business Day next succeeding the date of such drawing if delivery of the requisite documents is made on or after 11:00 A.M. (New York, New York time) on any Business Day pursuant to Paragraph 3 hereinabove.

Paragraph 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~~ the Confirming Bank shall give you prompt notice (not exceeding three (3) Business Days following the date of receipt of the ~~documents~~ drawing by the Confirming Bank) that the demand for payment was not effected in accordance with the terms and conditions of this Letter of Credit, stating the reasons why the demand for payment was not so effected, and stating that ~~we~~ the Confirming Bank 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 to the Confirming Bank in accordance with the terms of this Letter of Credit.

Paragraph 6

This Letter of Credit shall automatically ~~terminate and be delivered to us for cancellation~~ expire at the Presentation Office and be returned to the Confirming Bank at the Presentation Office on the earliest of (i) ~~the making by you and~~ payment by ~~us~~ the Confirming Bank of ~~the~~ drawings presented by you under this Letter of Credit in an amount equal to the maximum amount available to be ~~made drawn~~ hereunder, (ii) the date ~~we receive~~ the Confirming Bank receives at the Presentation Office from you a Certificate of ~~Expiration~~ Cancellation in the form of Annex 3 hereto, (iii) the above-stated expiration date hereof.

Paragraph 10

We certify that as of _____ (date) ~~we~~ _____ ~~(“Bank”)~~ satisfy the Confirming Bank satisfies the senior unsecured debt rating of “A” from Standard & Poor’s or “A2” from Moody’s.

Paragraph 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~~ by the Confirming Bank under this Letter of Credit ~~No. _____~~. Partial drawings are permitted hereunder.

Paragraph 12

Faxed document(s) are acceptable. Presentation by fax must be made to fax number _____ of the Confirming Bank. Presentation by fax must be confirmed by telephone to ~~our~~ its 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.

Paragraph 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~~ the Confirming Bank’s control, that interrupts ~~our~~ the Confirming Bank’s business, and causes ~~the place for presentation of this Letter of Credit~~ Presentation Office 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~~ Presentation Office reopens for business.

Paragraph 14

This original Letter of Credit has been sent to NERA, ~~the BGS Auction Manager,~~ at One Gateway Center, Suite 720, Newark, NJ 07102 (~~as per Bidder has informed us that in accordance with Bidder's instructions, the BGS Auction Manager holds the Letter of Credit for the benefit of all EDCs).~~ The aggregate amount paid to the EDCs 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~~ must indicate that they are signed by an officer of each of the EDCs indicated on such Annexes, and all other communications directed to ~~us~~ the Confirming Bank under this Letter of Credit must be signed by an Authorized Officer of each of the EDCs indicated in such communications. ~~Acceptance~~ Your acceptance or rejection of any amendments to this Letter of Credit must ~~be signed by an Authorized Representative of the BGS Auction Manager on behalf of the EDCs. An Authorized Representative of the BGS Auction Manager means~~ any indicate that they are signed by a Vice President or Senior Vice President of NERA on behalf of the EDCs.

Annex 2

To: (Bank)
(Address)

ON [Insert Business Day pursuant to Paragraph 4 of the Letter of Credit]

PAY TO: ~~EDC~~ (Insert one of ACE or JCP&L or PSE&G or RECO)

Attn:

\$ _____

For credit to ~~the~~ account number of _____ of [Insert ACE or JCP&L or PSE&G or RECO] at [Insert Wire Remittance Instructions].

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

(Bank)
(Address)

CONFIRMED BY [bank] UNDER ITS CONFIRMATION NUMBER _____

~~EDC~~ (Insert one of ACE or JCP&L or PSE&G or RECO)

By _____

Name:

Title: