

# **Illinois Power Agency Procurement Events**

## **Standard Products RFP**

### **Acceptable Modifications to the ComEd Energy Master Agreement Standard Post-Bid Letter of Credit (Option 1 and Option 2)**

**01 April 2014**

There are two options for the Commonwealth Edison Company (“ComEd”) Standard Post-Bid Letter of Credit, Option 1 and Option 2, which are both included as Schedule 1A to the Collateral Annex of the ComEd Energy Master Agreement. Option 1 of the Standard Post-Bid Letter of Credit may be used with either Option 1 or Option 2 of Exhibit A (the Letter of Full Transfer). Similarly, Option 2 of the Standard Post-Bid Letter of Credit may be used with either Option 1 or Option 2 of Exhibit A (the Letter of Full Transfer).

The present document contains a comprehensive set of modifications acceptable to ComEd for each of the two options for the Standard Post-Bid Letter of Credit available to Bidders and for each of the two options for Exhibit A (the Letter of Full Transfer). All modifications to the Standard Post-Bid Letter of Credit (including Exhibit A) accepted for the benefit of a single Bidder are available to all Bidders on an optional basis.

## **Standard Post-Bid Letter of Credit (Option 1)**

***Preamble - Original Option 1***

We, \_\_\_\_\_ (the "Issuing Bank"), hereby establish our Irrevocable Transferable Standby Letter of Credit (the "Letter of Credit") in favor of \_\_\_\_\_ (you, the "Beneficiary") for the account of \_\_\_\_\_ (the "Account Party"), for the aggregate amount not exceeding \_\_\_\_\_ United States Dollars (\$\_\_\_\_\_), available to you at sight upon demand at our counters at \_\_\_\_\_ [designate Issuing Bank's location for presentments] on or before the expiration hereof against presentation to us of one or more of the following statements, dated and purportedly signed by an authorized representative of the Beneficiary:

***Acceptable Modifications to Preamble Option 1***

We, \_\_\_\_\_ (the "Issuing Bank"), hereby establish our Irrevocable Transferable Standby Letter of Credit (the "Letter of Credit") in favor of \_\_\_\_\_ (you, the "Beneficiary") for the account of \_\_\_\_\_ (the "Account Party"), for the aggregate amount not exceeding \_\_\_\_\_ United States Dollars (\$\_\_\_\_\_), available to you at sight upon demand at our counters at \_\_\_\_\_ [designate Issuing Bank's location for presentments] on or before the expiration hereof against presentation to us of one or more of the following statements, dated and ~~purportedly~~ signed by an authorized representative of the Beneficiary:

***Paragraph 1 - Original Option 1***

1. "An Event of Default (as defined in the Master Power Purchase and Sale Agreement dated as of \_\_\_\_\_ between [Beneficiary Name] ("Beneficiary") and [Account Party's Name] ("Account Party"), as the same may be amended (the "Master Agreement")) has occurred and is continuing with respect to Account Party under the Master Agreement and no Event of Default has occurred and is continuing with respect to the Beneficiary of this Letter of Credit. Wherefore, the undersigned does hereby demand payment of \_\_\_\_\_ United States Dollars (\$\_\_\_\_\_) [or the entire undrawn amount of the Letter of Credit]"; or

***Acceptable Modifications to Paragraph 1 Option 1***

[NONE]

***Paragraph 2 - Original Option 1***

2. "An Early Termination Date (as defined in the Master Power Purchase and Sale Agreement dated as of \_\_\_\_\_ between [Beneficiary Name] ("Beneficiary") and [Account Party's Name] ("Account Party"), as the same may be amended (the "Master Agreement")) has occurred and is continuing with respect to Account Party under the Master Agreement and no Event of Default has occurred and is continuing with respect to the Beneficiary of this Letter of Credit.

Wherefore, the undersigned does hereby demand payment of \_\_\_\_\_ United States Dollars (\$\_\_\_\_\_) [or the entire undrawn amount of the Letter of Credit]".

***Acceptable Modifications to Paragraph 2 Option 1***

[NONE]

***Paragraph 3 - Original Option 1***

This Letter of Credit shall expire on \_\_\_\_\_.

***Acceptable Modifications to Paragraph 3 Option 1***

This Letter of Credit shall expire on \_\_\_\_\_, but shall automatically extend without amendment for an additional period of one year from such original or any subsequent expiration dates, if Beneficiary and Account Party have not received, at least ninety (90) days prior to any such expiration date, notice of our intention not to renew.

***Paragraph 4 - Original Option 1***

The amount which may be drawn by you under this Letter of Credit shall be automatically reduced by the amount of any drawings paid by the Issuing Bank. Partial drawings and multiple presentations are permitted hereunder.

***Acceptable Modifications to Paragraph 4 Option 1***

[NONE]

***Paragraph 5 - Original Option 1***

We hereby agree with you that documents drawn under and in compliance with the terms and conditions of this Letter of Credit shall be duly honored upon presentation as specified.

***Acceptable Modifications to Paragraph 5 Option 1***

We hereby agree with you that documents drawn under and in compliance with the terms and conditions of this Letter of Credit shall be duly honored upon presentation ~~as specified when~~ presented at this office on or before the close of business on the expiration date, as set forth above.



***Paragraph 6 - Original Option 1***

This Letter of Credit shall be governed by the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Publication No. 600, or any successor publication thereto (the "UCP"), except to the extent that the terms hereof are inconsistent with the provisions of the UCP, including but not limited to Articles 14(b), 16(d) and 36 of the UCP, in which case the terms of this Letter of Credit shall govern. Matters not covered by the UCP shall be governed and construed in accordance with the laws of the State of New York.

***Acceptable Modifications to Paragraph 6 Option 1***

[NONE]

***Paragraph 7 - Original Option 1***

With respect to Article 14(b) of the UCP, the Issuing Bank shall have a reasonable amount of time, not to exceed three (3) Business Days following the date of its receipt of documents from the Beneficiary, to examine the documents and determine whether to take up or refuse the documents and to inform the Beneficiary accordingly. With respect to Article 16(d) of the UCP, the notice required in sub-article 16C must be given no later than the banks' close of business on the third Business Day following the date of presentation.

***Acceptable Modifications to Paragraph 7 Option 1***

[NONE]

***Paragraph 8 - Original Option 1***

Article 36 of the UCP as it applies to this Irrevocable Standby Letter of Credit is hereby modified to provide that in the event of an Act of God, riot, civil commotion, insurrection, war or any other cause beyond our control that interrupts our business (collectively, an "Interruption Event") and causes the place for presentation of this Letter of Credit to be closed for business on the last day for presentation, the expiry date of this Letter of Credit will be automatically extended without amendment to a date thirty (30) calendar days after the place for presentation reopens for business. Article 36 of the UCP as it applies to this Irrevocable Standby Letter of Credit is hereby further modified to provide that any alternate place for presentation that we designate must be located in the United States.

***Acceptable Modifications to Paragraph 8 Option 1***

[NONE]

***Paragraph 9 – Original Option 1***

We, the Issuing Bank, hereby certify that as of the Date of Issuance of this Irrevocable Standby Letter of Credit our Senior Unsecured Debt is rated “A” or better by Standard and Poor’s (“S&P”), “A2” or better from Moody’s Investors Service (“Moody’s”), and if rated by Fitch Ratings (“Fitch”), “A” or better by Fitch. We hereby certify that our Senior Unsecured Debt is rated by at least two of S&P, Moody’s, and Fitch.

***Acceptable Modifications to Paragraph 9 Option 1***

[NONE]

***Paragraph 10 - Original Option 1***

As used herein, the term "Business Day" means, any day on which Federal Reserve Banks and Branches are open for business, such that payments can be effected on the Fedwire system.

***Acceptable Modifications to Paragraph 10 Option 1***

[NONE]

***Paragraph 11 - Original Option 1***

This Letter of Credit is transferable in whole but not in part, in accordance with the procedures in UCP 600 through the submission of a Letter of Full Transfer substantially in the form of Exhibit A, accompanied by the original Letter of Credit and original amendments, if any, but otherwise may not be amended, changed or modified without the express written consent of the Beneficiary, the Issuing Bank and the Account Party.

***Acceptable Modifications to Paragraph 11 Option 1***

This Letter of Credit is transferable in whole but not in part, in accordance with the procedures in UCP 600 through the submission of a Letter of Full Transfer substantially in the form of Exhibit A, accompanied by the original Letter of Credit and original amendments, if any, but otherwise may not be amended, changed or modified without the express written consent of the Beneficiary, the Issuing Bank and the Account Party. Our customary transfer fees are for the account of the (insert Account Party's Name).

***Acceptable provided that this sentence is inserted at the end of this letter of credit in the space provided for administrative comments.***

***Paragraph 12 - Original Option 1***

This Letter of Credit may not be transferred to any person with which U.S. persons are prohibited from doing business under U.S. Foreign Assets Control Regulations or other applicable U.S. Laws and Regulations.

***Acceptable Modifications to Paragraph 12 Option 1***

[NONE]

***Paragraph 13 - Original Option 1***

We will not make any payment under this Letter of Credit (1) to any entity or person who is subject to the sanctions issued by the United States Department of Commerce, or to whom payment is prohibited by the foreign asset control regulations of the United States Department of the Treasury, or (2) which otherwise is in contravention of United States laws and regulations.

***Acceptable Modifications to Paragraph 13 Option 1***

[NONE]



*Exhibit A (Letter of Full Transfer) – Original Option 1*

*(Please note that either Exhibit A Option 1 or Exhibit A Option 2 may be used with the Post-Bid Letter of Credit Option 1)*

EXHIBIT A  
LETTER OF FULL TRANSFER

\_\_\_\_\_, 20\_\_

To:  
Bank  
Address

Ladies/Gentlemen:

RE: Credit \_\_\_\_\_ Issued By \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
(Name of Transferee)

\_\_\_\_\_  
(Address)

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

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

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

Enclosed is remittance of \$ \_\_\_\_\_ in payment of your transfer commission and in addition thereto we agree to pay to you on demand any expenses which may be incurred by you in connection with this transfer.

Transfer Commission Charges

\_\_\_\_\_  
\_\_\_\_\_

**Spring 2014 Procurement Events  
01 APR 2014**

**Post-Bid Letter of Credit  
Acceptable Modifications**

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

\_\_\_\_\_  
(BANK)

\_\_\_\_\_  
(Authorized Signature)

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

\_\_\_\_\_  
(BANK)

\_\_\_\_\_  
(Authorized Signature)

Yours very truly,

\_\_\_\_\_  
Signature of Beneficiary

\_\_\_\_\_  
Signature of Transferee

*Acceptable Modifications to Exhibit A Option 1*

EXHIBIT A  
LETTER OF FULL TRANSFER

THIS EXHIBIT IS AN INTEGRAL PART OF [name of bank] IRREVOCABLE STANDBY LETTER OF CREDIT NO.  
\_\_\_\_\_ TRANSFER INSTRUCTIONS FORM

\_\_\_\_\_, 20\_\_

To:  
Bank  
Address

Ladies/Gentlemen:

RE: Credit \_\_\_\_\_ Issued By \_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
(Name of Transferee)

\_\_\_\_\_  
(Address)

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

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

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

Enclosed is remittance of \$\_\_\_\_\_ in payment of your transfer commission and in addition thereto we agree to pay to you on demand any expenses which may be incurred by you in connection with this transfer.

Transfer Commission Charges  
\_\_\_\_\_  
\_\_\_\_\_

**Spring 2014 Procurement Events  
01 APR 2014**

**Post-Bid Letter of Credit  
Acceptable Modifications**

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

~~\_\_\_\_\_  
\_\_\_\_\_  
(BANK)~~

~~\_\_\_\_\_  
\_\_\_\_\_  
(Authorized Signature)~~

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

~~\_\_\_\_\_  
\_\_\_\_\_  
(BANK)~~

~~\_\_\_\_\_  
\_\_\_\_\_  
(Authorized Signature)~~

~~\_\_\_\_\_  
\_\_\_\_\_  
Yours very truly,~~

~~\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Signature of Beneficiary~~

~~\_\_\_\_\_  
\_\_\_\_\_  
Signature of Transferee~~

<u>Beneficiary name:</u>
<u>Authorized Signature:</u>
<u>Name of signer:</u>
<u>Title of signer:</u>

<u>Name of Bank:</u>
<u>Authorized Signature:</u>
<u>Name of signer:</u>
<u>Title of signer:</u>
<u>Telephone number:</u>

*Exhibit A (Letter of Full Transfer) – Original Option 2*

*(Please note that either Exhibit A Option 1 or Exhibit A Option 2 may be used with the Post-Bid Letter of Credit Option 1)*

**EXHIBIT A  
LETTER OF FULL TRANSFER**

Request for a Full Transfer of the below  
referenced Standby Letter of Credit

[Name of the Issuing Bank]

Date: \_\_\_\_\_

Reference: \_\_\_\_\_

(Issuing Bank's Letter of Credit Number)

To: \_\_\_\_\_  
"Transferring Bank"

\_\_\_\_\_  
(Advising Bank's Reference Number, if applicable)

We, the undersigned "First Beneficiary", hereby irrevocably transfer all of our rights to draw under the above referenced Letter of Credit ("Credit") in its entirety to:

\_\_\_\_\_  
(Print Name and complete address of the Transferee) "Second Beneficiary"

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Advise through:

\_\_\_\_\_  
(Print Name/address of Second Beneficiary's Bank, if known –  
if left blank, the Transferring Bank will select the advising bank)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In accordance with UCP 600 Article 38 or ISP 98, Rule 6 regarding transfer of drawing rights (whichever set of rules the Credit is subject to), all rights of the undersigned First Beneficiary in such Credit are transferred to the Second Beneficiary. The Second Beneficiary shall have the sole rights as beneficiary thereof, including sole rights relating to any amendments whether increases or extensions or other amendments and whether now existing or hereafter made. All amendments are to be advised directly to the Second Beneficiary without necessity of any consent of or notice to the undersigned First Beneficiary.

The original Credit, including amendments to this date, is attached and the undersigned First Beneficiary requests that you endorse an acknowledgment of this transfer on the reverse thereof. The undersigned First Beneficiary requests that you notify the Second Beneficiary of this Credit in such form and manner as you deem appropriate, and the terms and conditions of the Credit as transferred.

Enclosed is remittance of \$\_\_\_\_\_ in payment of your transfer commission and in addition thereto we agree to pay to you on demand any expenses which may be incurred by you in connection with this transfer.

Transfer Commission Charges

\_\_\_\_\_  
\_\_\_\_\_

First Beneficiary represents and warrants to Transferring Bank that (i) our execution, delivery, and performance of this request to Transfer (a) are within our powers and have been duly authorized (b) constitute our legal, valid, binding and enforceable obligation (c) do not contravene any charter provision, by-law, resolution, contract, or other undertaking binding on or affecting us or any of our properties and (d) do not require any notice, filing or other action to, with, or by any governmental authority (ii) we have not presented any demand or request for payment or transfer under the Credit affecting the rights to be transferred, and (iii) the Second Beneficiary's name and address are correct and complete and the transactions underlying the Credit and the requested Transfer do not violate applicable United States or other law, rule or regulation, including without limitation U.S. Foreign Asset Control regulations.

In the event that we fail to remit to you, following your written demand, any funds paid to us despite the Transfer, we agree to reimburse you for your reasonable costs of collecting those funds from us.

The Effective Date shall be the date hereafter on which Transferring Bank effects the requested transfer by acknowledging this request and giving notice thereof to Second Beneficiary.

WE WAIVE ANY RIGHT TO TRIAL BY JURY THAT WE MAY HAVE IN ANY ACTION OR PROCEEDING RELATING TO OR ARISING OUT OF THIS TRANSFER.

Sincerely Yours

\_\_\_\_\_  
(Print Name of First Beneficiary)

\_\_\_\_\_  
(Print Authorized Signers Name and Title)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Print Second Authorized Signers Name and Title, if required)

\_\_\_\_\_  
(Second Authorized Signature, if required)

\_\_\_\_\_  
(Telephone Number/Fax Number)

**SIGNATURE GUARANTEED**  
Signature(s) with title(s) conform(s) with that/those on file with us for this individual, entity or company and signer(s) is/are authorized to execute this agreement.

\_\_\_\_\_  
(Print Name of Bank)

\_\_\_\_\_  
(Address of Bank)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Print Name and Title of Authorized Signer)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Date)

**Spring 2014 Procurement Events**  
**01 APR 2014**

**Post-Bid Letter of Credit**  
**Acceptable Modifications**

*Acceptable Modifications to Exhibit A Option 2*

[NONE]

## **Standard Post-Bid Letter of Credit (Option 2)**



***Preamble - Original Option 2***

We, \_\_\_\_\_ (the "Issuing Bank"), hereby establish our Irrevocable Transferable Standby Letter of Credit (the "Letter of Credit") in favor of \_\_\_\_\_ (you, the "Beneficiary") for the account of \_\_\_\_\_ (the "Account Party"), for the aggregate amount not exceeding \_\_\_\_\_ United States Dollars (\$\_\_\_\_\_), available to you at sight upon demand at our counters at \_\_\_\_\_ [designate Issuing Bank's location for presentments] on or before the expiration hereof against presentation to us of one or more of the following statements, dated and purportedly signed by an authorized representative of the Beneficiary:

***Acceptable Modifications to Preamble Option 2***

We, \_\_\_\_\_ (the "Issuing Bank"), hereby establish our Irrevocable Transferable Standby Letter of Credit (the "Letter of Credit") in favor of \_\_\_\_\_ (you, the "Beneficiary") for the account of \_\_\_\_\_ (the "Account Party"), for the aggregate amount not exceeding \_\_\_\_\_ United States Dollars (\$\_\_\_\_\_), available to you at sight upon demand at our counters at \_\_\_\_\_ [designate Issuing Bank's location for presentments] on or before the expiration hereof against presentation to us of one or more of the following statements, dated and ~~purportedly~~ signed by an authorized representative of the Beneficiary:

***Paragraph 1 - Original Option 2***

1. "An Event of Default (as defined in the Master Power Purchase and Sale Agreement dated as of \_\_\_\_\_ between [Beneficiary Name] ("Beneficiary") and [Account Party's Name] ("Account Party"), as the same may be amended (the "Master Agreement")) has occurred and is continuing with respect to Account Party under the Master Agreement and no Event of Default has occurred and is continuing with respect to the Beneficiary of this Letter of Credit. Wherefore, the undersigned does hereby demand payment of \_\_\_\_\_ United States Dollars (\$\_\_\_\_\_) [or the entire undrawn amount of the Letter of Credit]"; or

***Acceptable Modifications to Paragraph 1 Option 2***

[NONE]

***Paragraph 2 - Original Option 2***

2. "An Early Termination Date (as defined in the Master Power Purchase and Sale Agreement dated as of \_\_\_\_\_ between [Beneficiary Name] ("Beneficiary") and [Account Party's Name] ("Account Party"), as the same may be amended (the "Master Agreement")) has occurred and is continuing with respect to Account Party under the Master Agreement and no Event of Default has occurred and is continuing with respect to the Beneficiary of this Letter of Credit. Wherefore, the undersigned does hereby demand payment of \_\_\_\_\_ United States Dollars (\$\_\_\_\_\_) [or the entire undrawn amount of the Letter of Credit".

***Acceptable Modifications to Paragraph 2 Option 2***

[NONE]

***Paragraph 3 - Original Option 2***

This Letter of Credit shall expire on \_\_\_\_\_.

***Acceptable Modifications to Paragraph 3 Option 2***

This Letter of Credit shall expire on \_\_\_\_\_, but shall automatically extend without amendment for an additional period of one year from such original or any subsequent expiration dates, if Beneficiary and Account Party have not received, at least ninety (90) days prior to any such expiration date, notice of our intention not to renew.

***Paragraph 4 - Original Option 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 by the Issuing Bank. Partial drawings and multiple presentations are permitted hereunder.

***Acceptable Modifications to Paragraph 4 Option 2***

[NONE]

***Paragraph 5 - Original Option 2***

We hereby agree with you that documents drawn under and in compliance with the terms and conditions of this Letter of Credit shall be duly honored upon presentation as specified.

***Acceptable Modifications to Paragraph 5 Option 2***

We hereby agree with you that documents drawn under and in compliance with the terms and conditions of this Letter of Credit shall be duly honored upon presentation ~~as specified~~ when presented at this office on or before the close of business on the expiration date, as set forth above.

***Paragraph 6 – Original Option 2***

This Letter of Credit is subject to International Standby Practices (ISP98), International Chamber of Commerce (“ICC”) Publication No. 590, or any successor publication thereto. This Standby Letter of Credit shall be deemed to be made under the laws of the State of New York, including Article 5 of the Uniform Commercial Code, and shall, as to matters not governed by the International Standby Practices (ISP98), be governed by and construed in accordance with the laws of the State of New York, excluding any choice of law provisions or conflict of law principles which would require reference to the laws of any other jurisdiction.

***Acceptable Modifications to Paragraph 6 Option 2***

[NONE]

***Paragraph 7 - Original Option 2***

Rule 3.14(a) of the ISP as it applies to this Irrevocable Standby Letter of Credit is hereby modified to provide as follows:

If on the last Business Day for presentation the place for presentation stated in this Letter of Credit is for any reason closed, then the last day for presentation is automatically extended to the day occurring thirty calendar days after the place for presentation reopens for business.

***Acceptable Modifications to Paragraph 7 Option 2***

[NONE]



***Paragraph 8 - Original Option 2***

Rule 3.14(a) of the ISP as it applies to this Irrevocable Standby Letter of Credit is hereby further modified to provide that any alternate place for presentation that we designate must be located in the United States.

***Acceptable Modifications to Paragraph 8 Option 2***

[NONE]

***Paragraph 9 – Original Option 2***

We, the Issuing Bank, hereby certify that as of the Date of Issuance of this Irrevocable Standby Letter of Credit our Senior Unsecured Debt is rated “A” or better by Standard and Poor’s (“S&P”), “A2” or better from Moody’s Investors Service (“Moody’s”), and if rated by Fitch Ratings (“Fitch”), “A” or better by Fitch. We hereby certify that our Senior Unsecured Debt is rated by at least two of S&P, Moody’s, and Fitch.

***Acceptable Modifications to Paragraph 9 Option 2***

[NONE]

***Paragraph 10 - Original Option 2***

As used herein, the term "Business Day" means, any day on which Federal Reserve Banks and Branches are open for business, such that payments can be effected on the Fedwire system.

***Acceptable Modifications to Paragraph 10 Option 2***

[NONE]

***Paragraph 11 - Original Option 2***

This Letter of Credit, except as expressly stated herein, is transferable in whole but not in part in accordance with the ICC Publication No. 590. Any transfer request must be presented to us with the attached form (Exhibit A) together with the original Letter of Credit and original amendments, if any. Transfers to designated foreign nationals and /or specially designated nationals are not permitted as being contrary to the U.S. Treasury Department or foreign assets control regulations.

***Acceptable Modifications to Paragraph 11 Option 2***

This Letter of Credit, except as expressly stated herein, is transferable in whole but not in part in accordance with the ICC Publication No. 590. Any transfer request must be presented to us with the attached form (Exhibit A) together with the original Letter of Credit and original amendments, if any. Transfers to designated foreign nationals and /or specially designated nationals are not permitted as being contrary to the U.S. Treasury Department or foreign assets control regulations.

***Our customary transfer fees are for the account of the (insert Account Party's Name).***

***Acceptable provided that this sentence is inserted at the end of this letter of credit in the space provided for administrative comments.***

***Paragraph 12 - Original Option 2***

Except for the transfer, this letter of credit otherwise may not be amended, changed or modified without the express written consent of the Beneficiary, the Issuing Bank, and the Account Party.

***Acceptable Modifications to Paragraph 12 Option 2***

[NONE]

***Paragraph 13 - Original Option 2***

We will not make any payment under this Letter of Credit (1) to any entity or person who is subject to the sanctions issued by the United States Department of Commerce, or to whom payment is prohibited by the foreign asset control regulations of the United States Department of the Treasury, or (2) which otherwise is in contravention of United States laws and regulations.

***Acceptable Modifications to Paragraph 13 Option 2***

[NONE]

*Exhibit A (Letter of Full Transfer) – Original Option 1*

*(Please note that either Exhibit A Option 1 or Exhibit A Option 2 may be used with the Post-Bid Letter of Credit Option 2)*

EXHIBIT A  
LETTER OF FULL TRANSFER

\_\_\_\_\_, 20\_\_

To:  
Bank  
Address

Ladies/Gentlemen:

RE: Credit \_\_\_\_\_ Issued By \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
(Name of Transferee)

\_\_\_\_\_  
(Address)

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

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

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

Enclosed is remittance of \$ \_\_\_\_\_ in payment of your transfer commission and in addition thereto we agree to pay to you on demand any expenses which may be incurred by you in connection with this transfer.

Transfer Commission Charges

\_\_\_\_\_  
\_\_\_\_\_

**Spring 2014 Procurement Events  
01 APR 2014**

**Post-Bid Letter of Credit  
Acceptable Modifications**

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

\_\_\_\_\_  
(BANK)

\_\_\_\_\_  
(Authorized Signature)

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

\_\_\_\_\_  
(BANK)

\_\_\_\_\_  
(Authorized Signature)

Yours very truly,

\_\_\_\_\_  
Signature of Beneficiary

\_\_\_\_\_  
Signature of Transferee



*Acceptable Modifications to Exhibit A Option 1*

EXHIBIT A  
LETTER OF FULL TRANSFER

THIS EXHIBIT IS AN INTEGRAL PART OF [name of bank] IRREVOCABLE STANDBY LETTER OF CREDIT NO.  
\_\_\_\_\_ TRANSFER INSTRUCTIONS FORM

\_\_\_\_\_, 20\_\_

To:  
Bank  
Address

Ladies/Gentlemen:

RE: Credit \_\_\_\_\_ Issued By \_\_\_\_\_

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

\_\_\_\_\_  
(Name of Transferee)

\_\_\_\_\_  
(Address)

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

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

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

Enclosed is remittance of \$\_\_\_\_\_ in payment of your transfer commission and in addition thereto we agree to pay to you on demand any expenses which may be incurred by you in connection with this transfer.

Transfer Commission Charges

\_\_\_\_\_  
\_\_\_\_\_



*Exhibit A (Letter of Full Transfer) – Original Option 2*

*(Please note that either Exhibit A Option 1 or Exhibit A Option 2 may be used with the Post-Bid Letter of Credit Option 2)*

**EXHIBIT A  
LETTER OF FULL TRANSFER**

Request for a Full Transfer of the below  
referenced Standby Letter of Credit

[Name of the Issuing Bank]

Date: \_\_\_\_\_

Reference: \_\_\_\_\_

(Issuing Bank's Letter of Credit Number)

To: \_\_\_\_\_  
"Transferring Bank"

\_\_\_\_\_  
(Advising Bank's Reference Number, if applicable)

We, the undersigned "First Beneficiary", hereby irrevocably transfer all of our rights to draw under the above referenced Letter of Credit ("Credit") in its entirety to:

\_\_\_\_\_  
(Print Name and complete address of the Transferee) "Second Beneficiary"

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Advise through:

\_\_\_\_\_  
(Print Name/address of Second Beneficiary's Bank, if known –  
if left blank, the Transferring Bank will select the advising bank)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In accordance with UCP 600 Article 38 or ISP 98, Rule 6 regarding transfer of drawing rights (whichever set of rules the Credit is subject to), all rights of the undersigned First Beneficiary in such Credit are transferred to the Second Beneficiary. The Second Beneficiary shall have the sole rights as beneficiary thereof, including sole rights relating to any amendments whether increases or extensions or other amendments and whether now existing or hereafter made. All amendments are to be advised directly to the Second Beneficiary without necessity of any consent of or notice to the undersigned First Beneficiary.

The original Credit, including amendments to this date, is attached and the undersigned First Beneficiary requests that you endorse an acknowledgment of this transfer on the reverse thereof. The undersigned First Beneficiary requests that you notify the Second Beneficiary of this Credit in such form and manner as you deem appropriate, and the terms and conditions of the Credit as transferred.

Enclosed is remittance of \$\_\_\_\_\_ in payment of your transfer commission and in addition thereto we agree to pay to you on demand any expenses which may be incurred by you in connection with this transfer.

Transfer Commission Charges

\_\_\_\_\_  
\_\_\_\_\_

First Beneficiary represents and warrants to Transferring Bank that (i) our execution, delivery, and performance of this request to Transfer (a) are within our powers and have been duly authorized (b) constitute our legal, valid, binding and enforceable obligation (c) do not contravene any charter provision, by-law, resolution, contract, or other undertaking binding on or affecting us or any of our properties and (d) do not require any notice, filing or other action to, with, or by any governmental authority (ii) we have not presented any demand or request for payment or transfer under the Credit affecting the rights to be transferred, and (iii) the Second Beneficiary's name and address are correct and complete and the transactions underlying the Credit and the requested Transfer do not violate applicable United States or other law, rule or regulation, including without limitation U.S. Foreign Asset Control regulations.

In the event that we fail to remit to you, following your written demand, any funds paid to us despite the Transfer, we agree to reimburse you for your reasonable costs of collecting those funds from us.

The Effective Date shall be the date hereafter on which Transferring Bank effects the requested transfer by acknowledging this request and giving notice thereof to Second Beneficiary.

WE WAIVE ANY RIGHT TO TRIAL BY JURY THAT WE MAY HAVE IN ANY ACTION OR PROCEEDING RELATING TO OR ARISING OUT OF THIS TRANSFER.

Sincerely Yours

\_\_\_\_\_  
(Print Name of First Beneficiary)

\_\_\_\_\_  
(Print Authorized Signers Name and Title)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Print Second Authorized Signers Name and Title, if required)

\_\_\_\_\_  
(Second Authorized Signature, if required)

\_\_\_\_\_  
(Telephone Number/Fax Number)

**SIGNATURE GUARANTEED**  
Signature(s) with title(s) conform(s) with that/those on file with us for this individual, entity or company and signer(s) is/are authorized to execute this agreement.

\_\_\_\_\_  
(Print Name of Bank)

\_\_\_\_\_  
(Address of Bank)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Print Name and Title of Authorized Signer)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Date)

**Spring 2014 Procurement Events**  
**01 APR 2014**

**Post-Bid Letter of Credit**  
**Acceptable Modifications**

*Acceptable Modifications to Exhibit A Option 2*

[NONE]