

**UGI Utilities, Inc. – Electric Division  
Default Service Plan V  
Third Request for Proposals (“2026 RFP #3”)**

**ACCEPTABLE MODIFICATIONS TO THE STANDARD FORM OF  
THE BID ASSURANCE LETTER OF CREDIT**

**December 19, 2025**

This document contains the final list of modifications to the standard form of the Bid Assurance Letter of Credit that are acceptable to UGI. All modifications to the standard form of the Bid Assurance Letter of Credit accepted for the benefit of a single Bidder are available to all Bidders on an optional basis. All such modifications are provided in this document.

*HEADER - ORIGINAL*

**IRREVOCABLE STANDBY LETTER OF CREDIT**

\_\_\_\_\_ (“Date of Issuance”)

Letter of Credit No. \_\_\_\_\_

Beneficiary:

UGI Utilities, Inc. (“UGI”)  
c/o NERA Economic Consulting (“NERA”)  
Auction Manager  
UGI Default Service Plan V (“DSP V”)  
[UGI-DSP@nera.com](mailto:UGI-DSP@nera.com)

Applicant:

[Name of Applicant]  
[Address]

**ACCEPTABLE MODIFICATIONS TO HEADER**

**1. IRREVOCABLE STANDBY LETTER OF CREDIT**

\_\_\_\_\_ (“Date of Issuance”)

Letter of Credit No. \_\_\_\_\_

Beneficiary:

UGI Utilities, Inc. (“UGI”)  
**1 UGI Drive**  
**Denver, PA 17517**  
c/o NERA Economic Consulting (“NERA”)  
Auction Manager  
UGI Default Service Plan V (“DSP V”)  
[UGI-DSP@nera.com](mailto:UGI-DSP@nera.com)

Applicant:

[Name of Applicant]  
[Address]

2. IRREVOCABLE STANDBY LETTER OF CREDIT NO. \_\_\_\_\_

\_\_\_\_\_ (“Date of Issuance”)

~~Letter of Credit No.~~ \_\_\_\_\_

Beneficiary:

UGI Utilities, Inc. (“UGI”)

c/o NERA Economic Consulting (“NERA”)

Auction Manager

UGI Default Service Plan V (“DSP V”)

[UGI-DSP@nera.com](mailto:UGI-DSP@nera.com)

Applicant:

[Name of Applicant]

[Address]

### *PARAGRAPH 1 - ORIGINAL*

1. We, \_\_\_\_\_ (the “Issuing Bank”), hereby establish this Irrevocable Standby Letter of Credit (this “Letter of Credit”) in your favor in the amount of USD \$ \_\_\_\_\_, effective immediately and available to you at sight upon demand at our counters at \_\_\_\_\_ [designate Issuing Bank’s location for presentments] and expiring at 5:00 PM (New York, NY time<sup>1</sup>) on \_\_\_\_\_ [insert date no earlier than February 6, 2026] (the “Expiration Date”), unless terminated earlier in accordance with the provisions of Paragraph 9 hereof.

### *ACCEPTABLE MODIFICATIONS TO PARAGRAPH 1*

1. We, \_\_\_\_\_ (the “Issuing Bank”), hereby establish this Irrevocable Standby Letter of Credit (this “Letter of Credit”) in your favor in the amount of USD \$ \_\_\_\_\_, effective immediately and available to you at sight upon demand at our counters at \_\_\_\_\_ [designate Issuing Bank’s location for presentments] and expiring at 5:00 PM (New York, NY time<sup>1</sup>) on \_\_\_\_\_ [insert date no earlier than February 6, 2026] (the “Expiration Date”), unless terminated earlier in accordance with the provisions of Paragraph 9 hereof.

1. We, \_\_\_\_\_ (the “Issuing Bank”), hereby establish this Irrevocable Standby Letter of Credit (this “Letter of Credit”) in your favor in the amount of USD \$ \_\_\_\_\_, effective immediately and available to you at sight upon demand at our counters at \_\_\_\_\_ [designate Issuing Bank’s location for presentments] and expiring at 5:00 PM (New York, NY time<sup>1</sup>) on \_\_\_\_\_ [insert date no earlier than February 6, 2026] (the “Expiration Date”), unless terminated earlier in accordance with the provisions of Paragraph 9 hereof. **This letter of credit shall automatically extend, without amendment, for one (1) year from the expiration date hereof, or any future expiration date, unless at least Ninety (90) days prior to such expiration date we notify you by electronic mail that we elect not to consider this letter of credit extended for any such period. No presentation made under this letter of credit after such expiration date (as may be extended in such notice) will be honored.**

<sup>1</sup> If the issuer of the Letter of Credit is located in an area that is not in the Eastern Time zone, this time and all other times in this Letter of Credit, and the definition of a Business Day should be adjusted accordingly, here and in Paragraphs 5 and 9.

~~<sup>1</sup> If the issuer of the Letter of Credit is located in an area that is not in the Eastern Time zone, this time and all other times in this Letter of Credit, and the definition of a Business Day should be adjusted accordingly, here and in Paragraphs 5 and 9.~~

<sup>1</sup> If the issuer of the Letter of Credit is located in an area that is not in the Eastern Time zone, this time and all other times in this Letter of Credit, and the definition of a Business Day should be adjusted accordingly, here and in Paragraphs 5 and 9.

*PARAGRAPH 2 - ORIGINAL*

2. This Letter of Credit is issued at the request and for the account of \_\_\_\_\_ (including its successors and assigns, the “Bidder”). This Letter of Credit may be drawn by presenting the documents required by Paragraph 3 hereof, including your certificate stating that:

- a) “the Bidder has made a material omission or misrepresentation in the qualification materials or Bid Form submitted by the Bidder in connection with the RFP”; or
- b) “the Bidder has disclosed information relating to its participation or bids in the RFP publicly or to any other party before the PaPUC has rendered its decision on the results of the RFP”; or
- c) “the Bidder has one or more bids approved by the PaPUC and the Bidder has failed to execute the EEI Contract and Transaction Confirmation(s) or has failed to meet the creditworthiness requirements within the timeframe required”.

*ACCEPTABLE MODIFICATIONS TO PARAGRAPH 2*

1. 2. This Letter of Credit is issued at the request and for the account of \_\_\_\_\_ (including its successors and assigns, the “Bidder”). This Letter of Credit may be drawn by presenting the documents required by Paragraph 3 hereof, including your certificate, in the form of Annex 1 hereto, signed by a purportedly Authorized Officer stating that:

- a) “the Bidder has made a material omission or misrepresentation in the qualification materials or Bid Form submitted by the Bidder in connection with the RFP”; or
- b) “the Bidder has disclosed information relating to its participation or bids in the RFP publicly or to any other party before the PaPUC has rendered its decision on the results of the RFP”; or
- c) “the Bidder has one or more bids approved by the PaPUC and the Bidder has failed to execute the EEI Contract and Transaction Confirmation(s) or has failed to meet the creditworthiness requirements within the timeframe required”.

2. 2. This Letter of Credit is issued at the request and for the account of \_\_\_\_\_ (~~including its successors and assigns,~~ the “Bidder”). This Letter of Credit may be drawn by presenting the documents required by Paragraph 3 hereof, including your certificate stating that:
- a) “the Bidder has made a material omission or misrepresentation in the qualification materials or Bid Form submitted by the Bidder in connection with the RFP”; or
  - b) “the Bidder has disclosed information relating to its participation or bids in the RFP publicly or to any other party before the PaPUC has rendered its decision on the results of the RFP”; or
  - c) “the Bidder has one or more bids approved by the PaPUC and the Bidder has failed to execute the EEI Contract and Transaction Confirmation(s) or has failed to meet the creditworthiness requirements within the timeframe required”.
3. 2. This Letter of Credit is issued at the request and for the account of \_\_\_\_\_ (including its successors and assigns, the “Bidder”). This Letter of Credit may be drawn by presenting the documents required by Paragraph 3 hereof, including your [dated](#) certificate stating that:
- a) “the Bidder has made a material omission or misrepresentation in the qualification materials or Bid Form submitted by the Bidder in connection with the RFP”; or
  - b) “the Bidder has disclosed information relating to its participation or bids in the RFP publicly or to any other party before the PaPUC has rendered its decision on the results of the RFP”; or
  - c) “the Bidder has one or more bids approved by the PaPUC and the Bidder has failed to execute the EEI Contract and Transaction Confirmation(s) or has failed to meet the creditworthiness requirements within the timeframe required”.

*PARAGRAPH 3 - ORIGINAL*

3. We hereby irrevocably authorize you to draw on us, in accordance with the terms and conditions hereof, up to the amount available under this Letter of Credit from time to time, subject to reduction as provided in Paragraph 8. A partial or full drawing hereunder may be presented by you on any Business Day on or prior to the Expiration Date by delivering or transmitting to the Issuing Bank at \_\_\_\_\_, (a) Annex 1 hereto, appropriately completed and duly signed by an Authorized Officer of UGI, which is your notice, and (b) Annex 2 hereto, appropriately completed and duly signed by an Authorized Officer of UGI, which is your draft.

*ACCEPTABLE MODIFICATIONS TO PARAGRAPH 3*

*PARAGRAPH 4 - ORIGINAL*

4. Drafts, document(s) and other communications hereunder may be presented or delivered to us by facsimile transmission or electronic means. Presentation of documents to effect a draw by facsimile must be made to the following facsimile number(s): \_\_\_\_\_, and confirmed by telephone to us at the following number(s): \_\_\_\_\_. Presentation of documents to effect a draw by electronic means must be made by your email address [acolaizzi@ugi.com](mailto:acolaizzi@ugi.com) or [UGI-DSP@nera.com](mailto:UGI-DSP@nera.com) to the following email address: \_\_\_\_\_, and confirmed by telephone to us at the following number(s): \_\_\_\_\_. In the event of a presentation via facsimile transmission or via electronic means, no mail confirmation is necessary and the facsimile transmission or the electronic communication will constitute the operative drawing documents.

*ACCEPTABLE MODIFICATIONS TO PARAGRAPH 4*

1. 4. Drafts, document(s) and other communications hereunder may be presented or delivered to us by facsimile transmission or electronic means. Presentation of documents to effect a draw by facsimile must be made to the following facsimile number(s): \_\_\_\_\_, and confirmed by telephone to us at the following number(s): \_\_\_\_\_. Presentation of documents to effect a draw by electronic means must be made by your email address [acolaizzi@ugi.com](mailto:acolaizzi@ugi.com) or [UGI-DSP@nera.com](mailto:UGI-DSP@nera.com) to the following email address: \_\_\_\_\_ as a PDF attachment, and confirmed by telephone to us at the following number(s): \_\_\_\_\_. In the event of a presentation via facsimile transmission or via electronic means, no mail confirmation is necessary and the facsimile transmission or the electronic communication will constitute the operative drawing documents.
2. 4. Drafts, document(s) and other communications hereunder may be presented or delivered to us by facsimile transmission or electronic means. Presentation of documents to effect a draw by facsimile must be made to the following facsimile number(s): \_\_\_\_\_, or such other fax number identified by us in a written notice to you, and confirmed by telephone to us at the following number(s): \_\_\_\_\_. Presentation of documents to effect a draw by electronic means must be made by your email address [acolaizzi@ugi.com](mailto:acolaizzi@ugi.com) or [UGI-DSP@nera.com](mailto:UGI-DSP@nera.com) to the following email address: \_\_\_\_\_, and confirmed by telephone to us at the following number(s): \_\_\_\_\_. In the event of a presentation via facsimile transmission or via electronic means, no mail confirmation is necessary and the facsimile transmission or the electronic communication will constitute the operative drawing documents.



3. 4. Drafts, document(s) and other communications hereunder may be presented or delivered to us by facsimile transmission or electronic means. Presentation of documents to effect a draw by facsimile must be made to the following facsimile number(s): \_\_\_\_\_, and confirmed by telephone to us at the following number(s): \_\_\_\_\_. Presentation of documents to effect a draw by electronic means must be made [in a pdf format](#) by your email address [acolaizzi@ugi.com](mailto:acolaizzi@ugi.com) or [UGI-DSP@nera.com](mailto:UGI-DSP@nera.com) to the following email address: \_\_\_\_\_, and confirmed by telephone to us at the following number(s): \_\_\_\_\_. In the event of a presentation via facsimile transmission or via electronic means, no mail confirmation is necessary and the facsimile transmission or the electronic communication will constitute the operative drawing documents.

*PARAGRAPH 5 - ORIGINAL*

5. We will honor a drawing hereunder made in compliance with the terms and provisions of this Letter of Credit by transferring in immediately available funds the amount specified in your draft (or so much thereof as is available hereunder) delivered or transmitted to us in connection with such drawing to the account designated as provided below, by 3:00 PM (New York, NY time) on the date of such drawing, if delivery or transmission of the requisite documents pursuant to Paragraph 3 hereof is made prior to 11:00 AM (New York, NY time) on a Business Day, but at the opening of business on the first Business Day next succeeding the date of such drawing if delivery or transmission of the requisite documents pursuant to Paragraph 3 hereof is made on or after 11:00 AM (New York, NY time) on any Business Day.

*ACCEPTABLE MODIFICATIONS TO PARAGRAPH 5*

1. 5. We will honor a drawing hereunder made in compliance with the terms and provisions of this Letter of Credit by transferring in immediately available funds the amount specified in your draft (or so much thereof as is available hereunder) delivered or transmitted to us in connection with such drawing to the account designated as provided below, by 3:00 PM (New York, NY time) on the date of such drawing, if delivery or transmission of ~~all~~the requisite documents pursuant to Paragraph 3 hereof is made prior to 11:00 AM (New York, NY time) on a Business Day, but at the opening of business on the first Business Day next succeeding the date of such drawing if delivery or transmission of ~~all~~the requisite documents pursuant to Paragraph 3 hereof is made on or after 11:00 AM (New York, NY time) on any Business Day.
2. 5. We will honor a drawing hereunder made in compliance with the terms and provisions of this Letter of Credit by transferring in immediately available funds the amount specified in your draft (or so much thereof as is available hereunder) delivered or transmitted to us in connection with such drawing to the account designated as provided below, by 3:00 PM (New York, NY time) on the date of such drawing, if delivery or transmission of the requisite documents pursuant to Paragraph 3 hereof is made prior to 11:00 AM (New York, NY time) on a Business Day, but by 3:00 PM (New York, NY time)~~at the opening of business~~ on the first Business Day next succeeding the date of such drawing if delivery or transmission of the requisite documents pursuant to Paragraph 3 hereof is made on or after 11:00 AM (New York, NY time) on any Business Day.

#### *PARAGRAPH 6 - ORIGINAL*

6. 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 notice not later than the time provided in Paragraph 5 above for honor of a drawing presented to us, 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 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 6*

1. 6. 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 notice not later than the time provided in Paragraph 5 above for honor of a drawing presented to us, 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 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.
2. 6. 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 notice not later than the time provided in Paragraph 5 above for honor of a drawing presented to us, 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 that we will upon your instructions hold any documents at your disposal or return the same to you. Upon being notified that the demand for payment was not effected in conformity with this Letter of Credit, you may attempt to correct any such non-conforming demand for payment to the extent that you are entitled to do so, provided, however, in such event a conforming demand for payment must be timely made prior to or on the Expiration Date in accordance with the terms of this Letter of Credit.

*PARAGRAPH 7 - ORIGINAL*

7. Unless otherwise hereafter designated in writing to us by an Authorized Officer of UGI, all payments made by us under this Letter of Credit shall be transmitted by wire transfer to UGI pursuant to the following instructions:

UGI Utilities, Inc.

Account No.: \_\_\_\_\_

Bank: \_\_\_\_\_

Bank's Address: \_\_\_\_\_

ABA Routing No.: \_\_\_\_\_

Contact: \_\_\_\_\_

Email Address: \_\_\_\_\_

*ACCEPTABLE MODIFICATIONS TO PARAGRAPH 7*

*PARAGRAPH 8 - ORIGINAL*

8. Partial drawings are permitted hereunder and multiple drawings are permitted hereunder. The amount available for drawing 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. Presentation of demands for drawings in amounts that exceed the amount available to be drawn hereunder shall not be deemed a failure to comply with the requirements of Paragraph 3 hereof, provided that the amounts payable on any such demand shall thus be limited to the amount then available to be drawn under this Letter of Credit.

*ACCEPTABLE MODIFICATIONS TO PARAGRAPH 8*

*PARAGRAPH 9 - ORIGINAL*

9. This Letter of Credit shall terminate on the earliest of the date (a) you have made drawings which exhaust the amounts available to be drawn under this Letter of Credit, (b) we receive from you a Certificate of Cancellation in the form of Annex 3, or (c) 5:00 PM (New York, NY time) on the Expiration Date.

*ACCEPTABLE MODIFICATIONS TO PARAGRAPH 9*

*PARAGRAPH 10 - ORIGINAL*

10. This Letter of Credit is not transferable, and except as otherwise expressly stated herein, is subject to the Uniform Customs and Practice for Documentary Credits – 2007 revision, ICC Publication No. 600, or any successor publication thereto (the “UCP”). 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 10*

1. 10. This Letter of Credit is not transferable, and except as otherwise expressly stated herein, is subject to the Uniform Customs and Practice for Documentary Credits – 2007 revision, ICC Publication No. 600, ~~or any successor publication thereto~~ (the “UCP”). 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 11 - ORIGINAL*

11. Article 36 of the UCP as it applies to this 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 re-opens for business.

Article 36 of the UCP as it applies to this Letter of Credit is hereby further modified by providing that any alternate place for presentation we may designate pursuant to this rule must be in the United States.

*ACCEPTABLE MODIFICATIONS TO PARAGRAPH 11*



*PARAGRAPH 12 - ORIGINAL*

12. As used herein:

“Auction Manager” shall mean the administrator of the RFPs under DSP V.

“Authorized Officer” shall mean any Vice President Energy Supply & Measurement, any Senior Managing Director, any Managing Director, any Director, or any Assistant Treasurer.

“Bid Date” shall mean the day on which the Bidder may submit bids.

“Bidder” shall mean an entity that submits bids in response to this RFP.

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

“EEI Contract” shall mean the Edison Electric Institute Master Power Purchase and Sale Agreement by which UGI can contract with winners from this RFP.

“PaPUC” shall mean the Pennsylvania Public Utility Commission.

“RFP” means a Request for Proposals issued by UGI under DSP V.

“Transaction Confirmation” shall mean an agreement pursuant to the EEI Contract that documents certain terms of a transaction between the Bidder and UGI.

*ACCEPTABLE MODIFICATIONS TO PARAGRAPH 12*

1. 12. As used herein:

“Auction Manager” shall mean NERA, the administrator of the RFPs under DSP V.

*PARAGRAPH 13 - ORIGINAL*

13. 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. Except as otherwise expressly stated herein, this Letter of Credit may not be amended or modified by us without the consent of an Authorized Officer of UGI or an Authorized Officer of the Auction Manager on behalf of UGI.

*ACCEPTABLE MODIFICATIONS TO PARAGRAPH 13*

*PARAGRAPH 14 - ORIGINAL*

14. We, the Issuing Bank, certify that as of the Date of Issuance our senior unsecured debt is rated “A-” or better by S&P Global Ratings, or “A3” or higher from Moody’s Investors Service.

*ACCEPTABLE MODIFICATIONS TO PARAGRAPH 14*

*PARAGRAPH 15 - ORIGINAL*

15. This original Letter of Credit has been sent to the Auction Manager via electronic means only at UGI-DSP@nera.com (as per Bidder's instructions, the Auction Manager holds the Letter of Credit for the benefit of UGI). We confirm that the electronic PDF file of the Letter of Credit (together with subsequent amendments, if any) serves as the operative instrument. UGI may use the electronic PDF file of the Letter of Credit (together with subsequent amendments, if any) as it would a hardcopy original. The aggregate amount paid to UGI 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 UGI. Acceptance or rejection of any amendments to this Letter of Credit must be signed by an Authorized Officer of UGI or an Authorized Officer of the Auction Manager on behalf of UGI.

*ACCEPTABLE MODIFICATIONS TO PARAGRAPH 15*

1. 15. This original Letter of Credit ~~is being~~~~has been~~ sent to the Auction Manager via electronic means only at UGI-DSP@nera.com (as per Bidder's instructions, the Auction Manager holds the Letter of Credit for the benefit of UGI). We confirm that the electronic PDF file of the Letter of Credit (together with subsequent amendments, if any) serves as the operative instrument. UGI may use the electronic PDF file of the Letter of Credit (together with subsequent amendments, if any) as it would a hardcopy original. The aggregate amount paid to UGI 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 UGI. Acceptance or rejection of any amendments to this Letter of Credit must be signed by an Authorized Officer of UGI or an Authorized Officer of the Auction Manager on behalf of UGI.

*SIGNATURE – ORIGINAL*

Very truly yours,  
[Issuing Bank]

\_\_\_\_\_  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*ACCEPTABLE MODIFICATIONS TO THE SIGNATURE BLOCK*

S1. ~~Very truly yours,~~ Yours faithfully,  
[Issuing Bank]

\_\_\_\_\_  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

S2. Very truly yours,  
for [Issuing Bank]

\_\_\_\_\_  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

S3. Very truly yours,  
[Issuing Bank]

by authority

\_\_\_\_\_  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

S4. Very truly yours,  
[Issuing Bank]

Signature: \_\_\_\_\_

Name:

Title:

Date:

Signature: \_\_\_\_\_

Name:

Title:

Date:

S5. Very truly yours,  
[Issuing Bank]

Signature: \_\_\_\_\_

Name:

Title:

**Date:**

*ANNEX 1 – ORIGINAL*

***Annex 1 to Letter of Credit***

DRAWING UNDER LETTER OF CREDIT NO. \_\_\_\_\_

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

To: [Issuing Bank]  
[Address]

Attention: Standby Letter of Credit Unit

Ladies and Gentlemen:

The undersigned is making a drawing under your Letter of Credit No. \_\_\_\_\_ (the “Letter of Credit”) in the amount specified below and hereby certifies to you as follows:

1. Capitalized terms used herein that are not defined herein shall have the meanings ascribed thereto in the Letter of Credit.
2. The undersigned is making a drawing under the Letter of Credit. The amount to be received by UGI is (USD) \$\_\_\_\_\_.
3. Pursuant to Paragraph 2 of the Letter of Credit No. \_\_\_\_\_, dated \_\_\_\_\_, the undersigned is entitled to make a drawing under the Letter of Credit in as much as the Bidder has \_\_\_\_\_ [state a reason from conditions (a) – (c) of Paragraph 2 of the Letter of Credit].
4. The undersigned acknowledges that, upon your honoring the drawing herein requested, the amount of the Letter of Credit available for drawing shall be automatically decreased by the amount of this drawing honored by you.

Very truly yours,

UGI Utilities, Inc.

By \_\_\_\_\_

Name:

Title:

Date:

cc: \_\_\_\_\_[Bidder]

### ACCEPTABLE MODIFICATIONS TO ANNEX 1

#### *A1.1 Annex 1 to Letter of Credit*

DRAWING UNDER LETTER OF CREDIT NO. \_\_\_\_\_

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

To: [Issuing Bank]  
[Address]

Attention: ~~Standby Letter of Credit Unit~~ [Insert Alternate Department Name](#)

#### *A1.2 Annex 1 to Letter of Credit*

DRAWING UNDER LETTER OF CREDIT NO. \_\_\_\_\_

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

To: [Issuing Bank]  
[Address]

~~Attention~~ [Attn.](#): Standby Letter of Credit Unit



*ANNEX 2 – ORIGINAL*

***Annex 2 to Letter of Credit***

SIGHT DRAFT

Amount: (USD) \$ \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

At sight, pay to the order of UGI Utilities, Inc. the sum of \_\_\_\_\_ U.S. Dollars.

Drawn under Irrevocable Letter of Credit No. \_\_\_\_\_ of  
\_\_\_\_\_ [identify Issuing Bank] dated  
\_\_\_\_\_, 20\_\_.

To: \_\_\_\_\_ [Issuing Bank]  
\_\_\_\_\_ [Address]  
\_\_\_\_\_

UGI Utilities, Inc.

By \_\_\_\_\_

Name:

Title:

Date:

***ACCEPTABLE MODIFICATIONS TO ANNEX 2***

*A2.1 Annex 2 to Letter of Credit*

To: \_\_\_\_\_ [Issuing Bank]  
\_\_\_\_\_ [Address]  
\_\_\_\_\_

Attn.: [Insert Department Name]

***ANNEX 3 – ORIGINAL***

***Annex 3 to Letter of Credit***

**CERTIFICATE OF CANCELLATION**

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

To: [Issuing Bank]  
[Address]

Attention: Standby Letter of Credit Unit/Your Letter of Credit No. \_\_\_\_\_

Ladies and Gentlemen:

The undersigned hereby certifies to you that the above-referenced Letter of Credit may be cancelled without further payment.

UGI Utilities, Inc.

By \_\_\_\_\_

Name:

Title:

Date:

cc: \_\_\_\_\_ [Bidder]

***ACCEPTABLE MODIFICATIONS TO ANNEX 3***

***A3.1 Annex 3 to Letter of Credit***

CERTIFICATE OF CANCELLATION

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

To: [Issuing Bank]  
[Address]

Attention: ~~Standby Letter of Credit Unit~~ Insert Alternate Department Name /Your  
Letter of Credit No. \_\_\_\_\_

***A3.2 Annex 3 to Letter of Credit***

CERTIFICATE OF CANCELLATION

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

To: [Issuing Bank]  
[Address]

~~Attention~~ Attn.: Standby Letter of Credit Unit/Your Letter of Credit No. \_\_\_\_\_