

(on the form provided in Exhibit 4b), which LOC will be posted and delivered by electronic issuance in accordance with the terms of such LOC), shall be in writing and shall be personally delivered or sent by overnight express mail, courier service or electronic transmission (with the original transmitted by any of the other aforementioned delivery methods) addressed as follows:

**If to a DS Supplier to:**

\_\_\_\_\_

**Copy to:**

\_\_\_\_\_

**If to the Company to:**

Attn: Gregory Dill – Manager FP&A

827 Hausman Rd., 1st Floor, Allentown, PA 18104~~Two North Ninth Street, TW20,~~  
~~Allentown, PA 18101~~

**Copy to:**

James M. Rouland – Regulatory Policy Manager

827 Hausman Rd., 1st Floor, Allentown, PA 18104~~Two North Ninth Street, TW20,~~  
~~Allentown, PA 18101~~

Notice received after the close of the Business Day shall be deemed received on the next Business Day; provided that notice by electronic transmission shall be deemed to have been received by the recipient if the recipient confirms receipt telephonically or in writing.

## EXHIBIT 2 – FORM OF NOTICE

Any notices required under this Agreement shall be made as follows:

BUYER: PPL Electric Utilities Corporation

DS Supplier: [INSERT]

**All Notices:**

**All Notices:**

Street: ~~827 Hausman Rd., 1st Floor~~  
~~Two North Ninth Street~~  
City/State/Zip: Allentown, PA  
18104 Allentown, PA 18101  
Attn: **James M. Rouland**  
Facsimile: N/A  
Duns: **00-790-9427**  
Federal Tax ID Number: **23-0959590**  
Email: **jmrouland@pplweb.com**

Street:  
City/State/Zip:  
Attn:  
Facsimile:  
Duns:  
Federal Tax ID Number:  
Email:

**Invoices:**

Attn: **James M. Rouland**  
Phone: **610-774-3042**  
Facsimile: N/A  
Email: **jmrouland@pplweb.com**

**Invoices:**

Attn:  
Phone:  
Facsimile:  
Email:

**Scheduling:**

Attn: **James M. Rouland**  
Phone: **610-774-3042**  
Facsimile: N/A  
Email: **jmrouland@pplweb.com**

**Scheduling:**

Attn:  
Phone:  
Facsimile:  
Email:

**Payments:**

Attn: **James M. Rouland**  
Phone: **610-774-3042**  
Facsimile: N/A  
Email: **jmrouland@pplweb.com**

**Payments:**

Attn:  
Phone:  
Facsimile:  
Email:

**EXHIBIT 4a - PERFORMANCE ASSURANCE EVERGREEN  
LETTER OF CREDIT**

**{TO BE ISSUED ON THE LETTERHEAD OF THE ISSUING BANK}**

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

ISSUE DATE \_\_\_\_\_

EXPIRY DATE: \_\_\_\_\_

**APPLICANT**

[NAME]

[ADDRESS]

**BENEFICIARY**

PPL ELECTRIC UTILITIES CORPORATION

~~827 HAUSMAN RD., 1ST FLOOR TWO NORTH NINTH STREET~~

~~ALLENTOWN, PA 18104 ALLENTOWN, PA 18101~~

~~ATTN: PPL ELECTRIC ENERGY PROCUREMENT TEAM JAMES ROULAND~~

**CURRENCY AMOUNT**

USD \*\*\*\*\*\$ \_\_\_\_\_

WE (THE "ISSUER") HEREBY ISSUE IN YOUR FAVOR OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO: \_\_\_\_\_ FOR THE ACCOUNT OF APPLICANT FOR AN AMOUNT OR AMOUNTS NOT TO EXCEED IN THE AGGREGATE US DOLLARS \_\_\_\_\_ AVAILABLE BY YOUR DRAFT(S) AT SIGHT AT OUR COUNTERS LOCATED AT \_\_\_\_\_ [INSERT ISSUER'S PLACE FOR PRESENTATION ], EFFECTIVE \_\_\_\_\_ AND EXPIRING ON \_\_\_\_\_ AT 5:00 PM NEW YORK, NEW YORK TIME OR ANY AUTOMATICALLY EXTENDED EXPIRY DATE, AS PROVIDED HEREIN. THIS LETTER OF CREDIT IS AVAILABLE IN ONE OR MORE DRAFTS UP TO THE AGGREGATE AMOUNT SET FORTH HEREIN.

THIS LETTER OF CREDIT IS PRESENTABLE AND PAYABLE AT OUR COUNTERS AND WE HEREBY ENGAGE WITH YOU THAT DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE HONORED ON PRESENTATION BY PHYSICAL DELIVERY OR BY FACSIMILE TRANSMISSION, PROVIDED THAT ANY PRESENTATION BY FACSIMILE TRANSMISSION SHALL ALSO BE FOLLOWED BY PHYSICAL DELIVERY OF DOCUMENTS WITHIN ONE (1) BUSINESS DAY THEREAFTER, IF ACCOMPANIED BY THE REQUIRED DOCUMENTS PURSUANT TO THE TERMS OF THIS LETTER OF CREDIT.

**EXHIBIT 4b - PERFORMANCE ASSURANCE EVERGREEN  
LETTER OF CREDIT**

**(ELECTRONIC “eUCP CREDIT”)**

**{TO BE ISSUED ON THE LETTERHEAD OF THE ISSUING BANK}**

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

ISSUE DATE \_\_\_\_\_

EXPIRY DATE: \_\_\_\_\_

**APPLICANT**

[NAME]

[ADDRESS]

**BENEFICIARY**

PPL ELECTRIC UTILITIES CORPORATION

~~827 HAUSMAN RD., 1ST FLOOR TWO NORTH NINTH STREET~~

~~ALLENTOWN, PA 18104 ALLENTOWN, PA 18101~~

ATTN: ~~PPL ELECTRIC ENERGY PROCUREMENT TEAM, JAMES ROULAND~~

ELECTRONIC ISSUE ADDRESS:

PPLELECTRIC\_PERFORMANCELC@PPLWEB.COM

CURRENCY AMOUNT

USD \*\*\*\*\*\$ \_\_\_\_\_

WE (THE “ISSUER”) HEREBY ISSUE IN YOUR FAVOR OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO: \_\_\_\_\_ (THE “LETTER OF CREDIT,” WHICH SHALL BE AN “eUCP CREDIT”) FOR THE ACCOUNT OF APPLICANT FOR AN AMOUNT OR AMOUNTS NOT TO EXCEED IN THE AGGREGATE US DOLLARS \_\_\_\_\_ AVAILABLE BY YOUR DRAFT(S) AT SIGHT AT OUR COUNTERS LOCATED AT \_\_\_\_\_ [INSERT ISSUER’S PLACE FOR PRESENTATION], EFFECTIVE \_\_\_\_\_ AND EXPIRING ON \_\_\_\_\_ AT 5:00 PM NEW YORK, NEW YORK TIME OR ANY AUTOMATICALLY EXTENDED EXPIRY DATE, AS PROVIDED HEREIN. THIS LETTER OF CREDIT IS AVAILABLE IN ONE OR MORE DRAFTS UP TO THE AGGREGATE AMOUNT SET FORTH HEREIN.

THIS LETTER OF CREDIT IS PRESENTABLE AND PAYABLE AT OUR COUNTERS AS AN eUCP CREDIT, AND WE HEREBY ENGAGE WITH YOU THAT DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF

## EXHIBIT 5 – UNCONDITIONAL GUARANTY

THIS GUARANTY AGREEMENT (this “Guaranty”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_ (the “Guarantor”), with an address at \_\_\_\_\_, in favor of PPL Electric Utilities Corporation (the “Buyer”), with an address at 827 Hausman Rd., 1st Floor, Allentown, PA 18104~~Two North Ninth Street, Allentown, PA 18101~~, in consideration of all Transactions for Default Service and Block Service under Supplier Master Agreement(s) (“SMA(s)”) between PPL Electric Utilities Corporation and \_\_\_\_\_ (the “Seller”), including but not limited to all transactions under other agreements providing for default service or similar service, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. Unless otherwise defined herein, all capitalized terms used herein shall have the respective meanings assigned thereto in the applicable SMA(s).

Whereas, Seller is an affiliate of Guarantor, and Guarantor desires Buyer to enter into SMA(s) with Seller and Guarantor’s provision of this Guaranty is an inducement for Buyer to be willing to enter into SMA(s) with Seller.

Now, therefore, intending to be legally bound hereby, Guarantor covenants and agrees as follows:

1. Guaranty of Obligations.
  - (a) The Guarantor hereby irrevocably and unconditionally guarantees as primary obligor and not as a surety, with effect from date hereof, the prompt and complete payment in immediately available funds in the United States when due of all of Seller’s obligations (present or future, direct or indirect, secured or unsecured, fixed or contingent and whenever due, whether on scheduled payment dates, upon demand, on a Termination Payment Date or otherwise) under the SMA(s), as well as, all reasonable out-of-pocket costs and expenses incurred by Buyer in the enforcement of the Guarantor’s obligations or collection under this Guaranty, including reasonable attorney’s fees and expenses (collectively, the “Obligations”) provided only that the Buyer is the prevailing party in any judicial suit, action or proceeding arising out of, resulting from, or in any way relating to this Guaranty, or if by mutual agreement by Guarantor and Buyer. [Optional provision: Notwithstanding anything to the contrary herein, the liability of the Guarantor under this Guaranty and Buyer’s right of recovery hereunder for all Obligations is limited to a total aggregate amount of \$\_\_\_\_\_ (“Guaranty Amount”), where Guaranty Amount shall be no less than Five Hundred Thousand US Dollars (\$500,000).]

All communications to Buyer shall be directed to:

Attn: James Rouland  
Phone: 610-774-3042  
Fax: 610-774-2881  
E-mail: jmrouland@pplweb.com  
Address: ~~827 Hausman Rd., 1st Floor, Allentown, PA 181042~~  
~~North 9<sup>th</sup> Street, TW20, Allentown, PA 18101~~

or such other address as the Buyer shall from time to time specify to Guarantor by notice given in accordance with this Section 7.

All communications to Guarantor shall be directed to:

Attn: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Address: \_\_\_\_\_

or such other address as the Guarantor shall from time to time specify to Buyer by notice given in accordance with this Section 7.

8. Preservation of Rights. No delay or omission on the Buyer's part to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver of any such right or power, nor will the Buyer's action or inaction impair any such right or power. The Buyer's rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which the Buyer may have under other agreements with the Guarantor or in respect of any performance assurance or at law or in equity.
9. Illegality. In case any one or more of the provisions contained in this Guaranty should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
10. Amendments. No modification, amendment or waiver of any provision of this Guaranty nor consent to any departure by the Guarantor therefrom, will be effective unless made in a writing signed by the Buyer, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Guarantor in any case will entitle the Guarantor to any other or further notice or demand in the same, similar or other circumstance.
11. Entire Agreement. This Guaranty (including the documents and instruments