

**IRREVOCABLE STANDBY LETTER OF CREDIT  
APPLICABLE TO THE STANDARD CHOICE OFFER PROGRAM**

**APPLICANT**

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

**BENEFICIARY**

COLUMBIA GAS OF OHIO, INC.  
290 W NATIONWIDE BLVD, COLUMBUS, OHIO 43215  
ATTENTION: GILBERT ASAMOAH, CREDIT RELATIONSHIP MANAGER

LETTER OF CREDIT NO: XXXX  
ISSUE DATE: XXXX  
EXPIRATION DATE: XXXX  
EXPIRATION PLACE: AT OUR COUNTERS  
AMOUNT: XXXX

WE, [ISSUING BANK], HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. \_\_\_\_ IN FAVOR OF COLUMBIA GAS OF OHIO, INC. (HEREIN "BENEFICIARY") FOR THE ACCOUNT OF [APPLICANT] FOR AN AMOUNT NOT EXCEEDING \_\_\_\_\_ EXPIRING AT CLOSE OF BUSINESS ON \_\_\_\_\_.

THIS LETTER OF CREDIT IS AVAILABLE TO BENEFICIARY BY PAYMENT AT SIGHT DRAWN ON US UPON PRESENTATION OF THE FOLLOWING DOCUMENTS BY BENEFICIARY:

1. THE ORIGINAL LETTER OF CREDIT AND ANY AMENDMENTS THERETO, IF ANY.
2. A DATED STATEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE BENEFICIARY STATING EITHER:
  - A. THE BENEFICIARY CERTIFIES THAT THE AMOUNT DRAWN UNDER THIS LETTER OF CREDIT REPRESENTS AN AMOUNT DUE AND OWING TO THE BENEFICIARY AND UNPAID BY APPLICANT PURSUANT TO STANDARD CHOICE OFFER SUPPLIER AGREEMENT ("SCO AGREEMENT") BETWEEN BENEFICIARY AND APPLICANT;

OR

- B. THIS LETTER OF CREDIT HAS NOT BEEN RENEWED, REPLACED, OR EXTENDED WITHIN THIRTY DAYS OF THE DATE OF EXPIRATION

HEREOF AND APPLICANT IS REQUIRED UNDER THE TERMS OF ONE OR SCO AGREEMENT TO HAVE A LETTER OF CREDIT IN PLACE IN AN AMOUNT NOT LESS THAN THE AMOUNT BEING DRAWN.

3. IF THE DRAW IS BEING MADE PURSUANT TO 2.A ABOVE, THEN A COPY OF THE UNPAID INVOICE(S).

PARTIAL AND /OR MULTIPLE DRAWINGS ARE PERMITTED.

WE AGREE TO HONOR AND PAY ANY DRAWING IF PRESENTED IN THE MANNER AND AT THE ADDRESS SET FORTH BELOW IN COMPLIANCE WITH ALL OF THE TERMS OF THIS LETTER OF CREDIT. IF A DRAWING IS PRESENTED PRIOR TO 11:00 AM, EASTERN STANDARD TIME, ON A BUSINESS DAY, PAYMENT SHALL BE MADE IN IMMEDIATELY AVAILABLE FUNDS TO THE ACCOUNT NUMBER OR ADDRESS DESIGNATED BY THE BENEFICIARY ON THE SAME BUSINESS DAY. IF A DRAWING IS PRESENTED AT OR AFTER 11:00 AM, EASTERN STANDARD TIME, ON A BUSINESS DAY, PAYMENT SHALL BE MADE IN IMMEDIATELY AVAILABLE FUNDS TO THE ACCOUNT NUMBER OR ADDRESS DESIGNATED BY THE BENEFICIARY ON THE NEXT BUSINESS DAY. THE TERM "BUSINESS DAY" MEANS ANY DAY WHICH IS NOT A SATURDAY, A SUNDAY, OR A DAY ON WHICH BANKING INSTITUTIONS IN THE STATE OF NEW YORK ARE REQUIRED OR AUTHORIZED BY LAW OR EXECUTIVE ORDER TO REMAIN CLOSED AND THE ISSUING BANK IS IN FACT CLOSED.

DRAFTS MAY BE PRESENTED AT OUR COUNTER IN PERSON, OR VIA U.S. CERTIFIED MAIL, NATIONALLY RECOGNIZED OVERNIGHT COURIER, OR FACSIMILE TRANSMISSION AT THE FOLLOWING ADDRESS:

ISSUING BANK:

ATTN:

ADDRESS:

ADDRESS:

FACSIMILE NO.:

ALL COSTS RELATED TO DRAWINGS UNDER THIS LETTER OF CREDIT SHALL BE CHARGED TO THE ACCOUNT OF THE APPLICANT.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT WRITTEN AMENDMENT FOR ONE YEAR PERIODS FROM THE PRESENT OR ANY FUTURE EXPIRY DATE UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO SUCH EXPIRATION DATE, WE SEND THE BENEFICIARY NOTICE AT THE ABOVE STATED ADDRESS BY OVERNIGHT COURIER THAT WE ELECT NOT TO EXTEND THIS LETTER OF CREDIT BEYOND THE INITIAL OR ANY EXTENDED EXPIRY DATE THEREOF.

WE HEREBY ENGAGE WITH YOU THAT ALL DOCUMENTS PRESENTED IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED IF DRAWN AND PRESENTED FOR PAYMENT ON OR BEFORE THE EXPIRY DATE OF THIS LETTER OF CREDIT. EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998 (ISP 98).

THIS LETTER OF CREDIT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICT LAWS.

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Authorized Signature