

**Irrevocable Stand-by Letter of Credit  
Covering the Default Fee Collateral Requirements under the  
Columbia Gas of Ohio, Inc. Standard CHOICE Offer ("SCO") Program**

**APPLICANT**

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

**BENEFICIARY**

*Columbia Gas of Ohio, Inc.  
290 W Nationwide Blvd, Columbus, OH 43215  
Attention : Gilbert Asamoah, Credit Relationship Manager*

Letter of Credit No: \_\_\_\_\_  
Issue Date: \_\_\_\_\_  
Expiration Date: March 31, 20\_\_\_\_  
Expiration Place: At Our Counters  
Amount: \_\_\_\_\_

This Irrevocable Standby Letter of Credit is hereby issued for the account of \_\_\_\_\_ ("Applicant") to satisfy the Default Fee Collateral requirement under the Standard Choice Offer Supplier Agreement ("SCO Agreement") with Columbia Gas of Ohio, Inc. ("Beneficiary")

The \_\_\_\_\_ (Name of Issuing Bank) hereby unconditionally and irrevocably undertakes and binds itself, its successors and assigns to pay the Beneficiary immediately without recourse, not exceeding the sum of \_\_\_\_\_ (\$X,XXX,XXX.00) 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 the Beneficiary certifies that the Applicant is in default under the SCO Agreement and that the amount drawn under this Letter of Credit represents an amount due and owing to the Beneficiary and unpaid by Applicant due to Applicant's default of the Standard CHOICE Offer Supplier Agreement ("SCO Agreement") between Beneficiary and Applicant;

It is fully understood that this Irrevocable Standby Letter of Credit takes effect from the date of Issuance and shall remain valid through the above-stated Expiration Date.

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 Prevailing 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 Prevailing 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.

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 credit is subject to the International Standby Practices (1998) I.C.C. Publication No. 590 ("ISP98"). As to matters not covered by ISP98, this Letter of Credit shall be subject to and governed by the laws of the State of New York without regard to any conflicts of law provisions.

\_\_\_\_\_  
(Issuer Signatory Authority)