

Irrevocable Stand-by Letter of Credit

[NAME/ADDRESS OF (USA) ADVISING & CONFIRMING BANK]:

BENEFICIARY

The East Ohio Gas Company dba Dominion Energy Ohio
1201 E. 55th Street
Cleveland, OH 44103
Attn: Transportation Program Manager

APPLICANT

[NAME/ADDRESS OF COUNTERPARTY]

REF: IRREVOCABLE STANDBY LETTER OF CREDIT NO. [REF. NO.]

This Irrevocable Standby Letter of Credit is hereby issued this [DAY] day of [MONTH], [YEAR] ("Date of Issuance") for the account of [NAME OF COUNTERPARTY] (hereinafter called the "Applicant") in favor of The East Ohio Gas Company dba Dominion Energy Ohio. ("Beneficiary") to serve as a security for [DESCRIPTION OF TRANSACTION] between Beneficiary and Applicant (hereinafter called the "Contract").

The [NAME OF ISSUING BANK] (hereinafter called the "Issuer") hereby unconditionally and irrevocably undertakes and establishes this Irrevocable Standby Letter of Credit in favor of Beneficiary in the amount of [WRITTEN AMOUNT United States Dollars] (USD \$X,XXX,XXX.00). Issuer hereby binds itself, its successors and assigns to pay Beneficiary immediately without recourse, and at sight and amount not exceeding the aggregate amount of this Irrevocable Standby Letter of Credit against presentation of the following documents:

Beneficiary's dated signed statement, purportedly signed by a duly authorized representative, certifying that "The Applicant is in default under the Contract in accordance with the terms and conditions of the Contract."

This Irrevocable Standby Letter of Credit expires on [DATE] ("Expiration Date") at [NAME OF ISSUING BANK; ATTN: _____]; provided, however, that notwithstanding the foregoing, the Expiration Date of this Irrevocable Standby Letter of Credit shall be automatically extended (without amendment) for a period of one year from the initial Expiration Date and each future Expiration Date unless Issuer sends Beneficiary notice in writing, delivered by Certified Mail, return receipt requested, or by Overnight Courier Service, to Beneficiary's address above (or such other address as Beneficiary may advise Issuer in writing and amended by Issuer accordingly), not less than sixty (60) days prior to any such Expiration Date that this Irrevocable Standby Letter of Credit will not be so extended and therefore this Irrevocable Standby Letter of Credit will expire on its then current Expiration Date.

Upon receipt by Beneficiary of such notice of non-extension of the Expiration Date of this Irrevocable Standby Letter of Credit, Beneficiary may draw hereunder at any time before the then current Expiration Date by presentation of the following document to Issuer at: [NAME/ADDRESS OF ISSUING BANK]

Beneficiary's dated statement, purportedly signed by a duly authorized representative, indicating this Irrevocable Standby Letter of Credit Number and the amount drawn and certifying the Beneficiary has received notification from [NAME OF ISSUING BANK] that

this Irrevocable Standby Letter of Credit will not be extended past its current Expiration Date. The undersigned certifies that:

- (I) As of the date of this statement, Beneficiary has not received an Irrevocable Standby Letter of Credit or other Instrument acceptable to it as a replacement; and
- (II) Beneficiary has not released [NAME OF APPLICANT] from its obligations to Beneficiary in connection with the Contract.

Issuer hereby engages with Beneficiary that documents presented in conformity with the terms and conditions of this Irrevocable Standby Letter of Credit will be duly honored on presentation. Partial and/or multiple payments shall be permitted.

It is fully understood that this Irrevocable Standby Letter of Credit takes effect from the Date of Issuance and shall remain valid through the payment performance obligations under the Contract.

All charges are for the account of the Applicant.

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 the principles of conflict of laws.

Yours faithfully,

[NAME OF ISSUING BANK]