

\$0.00

LIMITED GUARANTY

Limited Guaranty, dated as of _____, 2018, by _____, a _____ corporation, (“Guarantor”), in favor of The East Ohio Gas Company dba Dominion Energy Ohio, an Ohio corporation, (“Beneficiary”).

WHEREAS, _____, a _____ company (“Company”), has entered into, or desires to enter into, one or more contracts or agreements for the purchase, sale or exchange, including pooling services, of Natural Gas (“Contract”) between Beneficiary and Company, setting forth the obligations to be performed by Company thereunder; and

WHEREAS, as an inducement to Beneficiary to enter into the Contract and/or extend credit terms to Company under the Contract, Guarantor is willing to guarantee the payment to Beneficiary of amounts due and owing, whether by acceleration or otherwise, by Company under the Contract, whether now in existence or hereafter arising (collectively, the “Obligations”), pursuant to the terms and conditions set forth herein.

NOW THEREFORE, because of the above recitals (which are incorporated herein) and for value received and in consideration of Beneficiary’s agreement to extend credit to and transact business with Company, Guarantor hereby agrees as follows:

1. Guarantor hereby unconditionally guarantees, on behalf of Company, the prompt and complete payment to Beneficiary of any and all due but unpaid payments that are part of Company’s Obligations, within ten (10) business days after receiving written demand for payment thereof. Notwithstanding anything to the contrary herein, Guarantor’s obligation to Beneficiary hereunder is limited to _____ Dollars (\$0.00 USD) in the aggregate, plus reasonable costs and expenses incurred by Beneficiary in enforcing this Guaranty. All sums payable by Guarantor hereunder shall be made in freely transferable funds.
2. This Guaranty is one of payment and not of collection and shall apply regardless of whether recovery of all such Obligations may be or become barred by any statute of limitations, discharged, or uncollectible in any bankruptcy, insolvency or other proceeding, or otherwise unenforceable.
3. Guarantor hereby waives notice of acceptance of this Guaranty, notice of transactions entered into between Beneficiary and Company and any action taken with regard thereto, and waives presentment, demand for payment, protest, notice of dishonor or non-payment of the Obligations, suit, or the taking of and failing to take other action by Beneficiary against Company, Guarantor or others.
4. Subject to the proviso set forth below, any and all suretyship defenses are hereby waived by Guarantor, without limitation, and Beneficiary may at any time, whether before or after termination of this Guaranty, and from time to time without notice to or consent of Guarantor and without impairing or releasing the obligations of Guarantor hereunder: (1) make any change in the terms of the Obligations; (2) take or fail to take any action of any kind in respect of a security for the Obligations; (3)

exercise or refrain from exercising any rights against Company or others in respect of the Obligations; (4) compromise or subordinate the Obligations, including any security therefor; or (5) apply any sums received to any indebtedness for which Company is liable, whether or not such indebtedness is an Obligation; provided, that notwithstanding the foregoing, Guarantor reserves to itself all rights, counterclaims and other defenses which Company is or may be entitled to arising from or out of the Contract, except for defenses arising out of bankruptcy, insolvency, dissolution or liquidation of Company, and the lack of validity or enforceability of the Contract or any other documents executed in connection with the Contract.

5. This Guaranty shall continue in full force and effect until _____, or fifteen (15) days after the date the Beneficiary receives written notice of termination from the Guarantor, whichever is sooner. It is understood and agreed, however, that notwithstanding any such termination or expiry, this Guaranty shall continue in full force and effect with respect to all Obligations arising prior to the effective date of such termination. Guarantor further agrees that this Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Obligation is rescinded or must otherwise be restored or returned due to bankruptcy or insolvency laws.
6. Until all Obligations are indefeasibly paid, Guarantor hereby waives all rights of subrogation, reimbursement, contribution, and indemnity from Company and any collateral held therefor, and Guarantor hereby subordinates all rights under any debts owing from Company to Guarantor, whether now existing or hereafter arising, to the prior payment of the Obligations.
7. Guarantor may not assign its rights nor delegate its obligations under this Guaranty in whole or in part, without written consent of Beneficiary, and any purported assignment or delegation absent such consent is void, except for an assignment to a partnership, corporation, trust, or other organization in whatever form that succeeds to all or substantially all of Guarantor's assets and business and that assumes such obligations by contract, operation of law, or otherwise. Upon any such assignment and assumption of obligations, and, if required, the written consent of Beneficiary, which consent shall not be unreasonably withheld, Guarantor shall be relieved of and fully discharged from all obligations hereunder, whether such obligations arose before or after such assignment and assumption.
8. The failure of Beneficiary to enforce any of the provisions of this Guaranty at any time or for any period of time shall not be construed to be a waiver of any such provision or the right thereafter to enforce the same. All remedies of Beneficiary shall be cumulative. The terms and provisions hereof may not be waived, altered, modified, or amended except in a writing executed by Guarantor and a duly authorized officer of Beneficiary.

9. This Guaranty is the entire and only agreement between Guarantor and Beneficiary with respect to the guaranty of the Obligations of Company by Guarantor. All representations, warranties, agreements, or undertakings heretofore or contemporaneously made, which are not set forth herein, are superseded hereby.
10. All notices and communications to Guarantor under this Guaranty, until Beneficiary is notified to the contrary in writing, shall be personally delivered or sent by U.S. mail, or overnight delivery, postage prepaid, addressed to Guarantor at:
11. All notices and communications to Beneficiary under this Guaranty, until Guarantor is notified to the contrary in writing, shall be personally delivered or sent by U.S. mail, or overnight delivery, postage prepaid, addressed to Beneficiary at:

The East Ohio Gas Company dba Dominion Energy Ohio
1201 E. 55th Street
Cleveland, OH 44103
Attn: Director, Commercial Operations

12. Guarantor hereby represents and warrants to Beneficiary that the execution, delivery and performance hereof by it are within its company powers and have been duly authorized by all necessary company action and that this Guaranty constitutes its legal, valid and binding obligation.
13. Subject to Paragraph 5 hereof, this Guaranty and the obligations of Guarantor hereunder shall (i) apply to support the obligations of any transferee or successor of Company to which the Contract(s) are assigned or into which Company is consolidated, amalgamated, merged or had all or substantially all of its assets transferred and (ii) shall remain in effect with regard to any transferee or successor of the Beneficiaries to which the Contract(s) are assigned or into which either of the Beneficiaries is consolidated, amalgamated, merged or had all or substantially all of its assets transferred.

14. This Guaranty shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to principles of conflict of law. Guarantor and Beneficiary irrevocably waive any objections which they may have now or hereafter to (i) the personal or subject matter jurisdiction of the Courts of the State of New York, (ii) the venue of any proceedings brought in the Courts of the State of New York, or (iii) that such proceedings have been brought in a non-convenient forum. Any final judgment (after appeal or expiration of time for appeal) entered by such Court shall be conclusive and binding upon the parties and may be enforced in the courts or any other jurisdiction to the fullest extent permitted by law.

IN WITNESS WHEREOF, Guarantor has caused this Limited Guaranty to be duly executed and delivered by its duly authorized officer.

GUARANTOR NAME

Guarantor

By: _____

Name: _____

Title: _____