

Irrevocable Standby Letter of Credit

Name of Issuing Bank: •	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Irrevocable Standby Letter of Credit</td> <td style="width: 20%; text-align: center;">Number •</td> </tr> </table>	Irrevocable Standby Letter of Credit	Number •
Irrevocable Standby Letter of Credit	Number •		
Place and Date of Issue: •	Expiry Date and Place for Presentation of Documents Expiry Date: Place for Presentation: At our Counters		
Applicant: Attention: Fax:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; padding: 10px;"> Beneficiary: Vector Pipeline Limited Partnership and Vector Pipeline L.P. </td> </tr> </table>	Beneficiary: Vector Pipeline Limited Partnership and Vector Pipeline L.P.	
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	Amount: USD		

This Irrevocable Standby Letter of Credit is available against presentation to the Bank of the Drawing Documents (as defined herein):

A completed sight draft, in the form attached hereto as Exhibit “1”, presented during business hours on any business day at • **[location]** stating on its face this Letter of Credit number, and accompanied by both items (a) and (b) or item (c) alone (collectively, the “Drawing Documents”):

- (a) a copy of a commercial invoice(s) issued by Beneficiary;
- (b) a completed certificate, in the form attached hereto as Exhibit “2”, signed by a person purporting to be an officer or authorized agent of you and dated the date of presentation;
- (c) a completed certificate, in the form attached hereto as Exhibit “3”, signed by a person purporting to be an officer or authorized agent of you and dated the date of presentation.

All banking charges other than those from the Issuing Bank are for the account of the Beneficiary.

Document(s) presented in excess of the amount of this Letter of Credit are acceptable, however, payment(s) shall not exceed the value of this Letter of Credit.

The facsimile of this Letter of Credit shall serve as the operative instrument until receipt by Beneficiary of the original document.

If to the Bank:

[Name]
[Address]

Facsimile No.: •

[BANK NAME]

Authorized Signature: _____

Authorized Signature: _____

EXHIBIT "1"
To That Certain
Irrevocable Standby
Letter of Credit Format

[Attach a sample sight draft acceptable to the bank
issuing the Letter of Credit]

EXHIBIT "2"
To That Certain
Irrevocable Standby
Letter of Credit Format

CERTIFICATE

The undersigned hereby certifies to [BANK NAME] ("Bank"), with reference to Irrevocable Standby Letter of Credit No. • issued by Bank in favor of Vector Pipeline Limited Partnership and Vector Pipeline L.P. ("Beneficiary"), that the Applicant therein has failed to pay Beneficiary in accordance with the terms and provisions of the attached commercial invoice(s) (including any applicable notice or grace period or both) dated as of _____, among _____ and _____ and thus Beneficiary is drawing upon the Letter of Credit in an amount equal to U.S. \$_____.

By: _____
Name:
Title:
Date: •

EXHIBIT "3"
To That Certain
Irrevocable Standby
Letter of Credit Format

CERTIFICATE

The undersigned hereby certifies to [BANK NAME] ("Bank"), with reference to Irrevocable Standby Letter of Credit No. • issued by Bank in favor of Vector Pipeline Limited Partnership and Vector Pipeline L.P. ("Beneficiary"), that because the Applicant therein has not provided a substitute Letter of Credit in accordance with the Applicant's agreement(s) with the Beneficiary (including any applicable notice or grace period or both), as the same may have been amended from time to time, Beneficiary is drawing upon the Letter of Credit in an amount equal to U.S. \$ _____.

By: _____

Name:

Title:

Date: •