

(SAMPLE LETTER OF CREDIT)  
(TO BE SUPPLIED ON LETTERHEAD OF ISSUER)

ISSUE DATE:

IRREVOCABLE LETTER OF CREDIT NUMBER: \_\_\_\_\_

Beneficiary: Kansas Gas Service, a Division of ONEOK, Inc.  
501 Gage  
Topeka, Kansas 66606  
Attention: Lauren Baeten

We (Issuing Bank Name) (the "Bank") issue at the request of (Name of the party obtaining Credit and Address) (the "Applicant") this irrevocable letter of credit in favor of the Beneficiary up to an aggregate amount of \_\_\_\_\_. This letter of credit is effective as of \_\_\_\_\_ and expires at the close of the bank's business on \_\_\_\_\_ (such date as extended below the "Expiration Date").

1. It is a condition of this letter of credit that it be automatically extended for the additional periods of one year from the present or each future expiration date, unless at least 30 days prior to such date we send the Beneficiary and Applicant notice, in writing, that we elect not to renew this letter of credit for such additional one year period, in which case this letter of credit shall be drawable by the Beneficiary, in full, upon demand made prior to the then current Expiration Date. The Beneficiary shall submit a written certificate purportedly signed by the Beneficiary's authorized representative stating that "Kansas Gas Service is drawing under Irrevocable Letter of Credit No. \_\_\_\_\_ for the amount set forth in the attached invoice because (Name of Bank) has elected not to renew such Credit."
2. Funds under this letter of credit are also available to Beneficiary against Beneficiary's draft(s) drawn on the (Name of Bank) located at \_\_\_\_\_ by Beneficiary on any business day of the amount of each commercial invoice (listed in Item b below) submitted to Bank from time to time at sight for utility services provided by Beneficiary prior to the then current Expiration Date, setting forth thereon the letter of credit number \_\_\_\_\_, together with:
  - a. A written certificate purportedly signed by the Beneficiary's authorized representative stating that "Kansas Gas Service hereby certifies that Beneficiary has submitted an invoice to (name of Applicant) and (name of Applicant) has failed to remit payment for such invoice in accordance with the terms therein and is past due," and
  - b. A copy of the invoice.

We hereby agree with you that all drafts drawn under and in compliance with paragraph 2 of the irrevocable letter of credit shall be duly honored if drawn and presented for payment at this office on or before 60 days after the then current Expiration Date.

3. Partial and multiple drawings are allowed.
4. Payments under this letter of credit shall be made on demand upon presentation by Beneficiary to Bank of Beneficiary draft and other documentation set forth above without verifying or conditioning the accuracy of any statement made in such document, and irrespective of any previous declaration of bankruptcy, restructuring or delinquency by (Name of Applicant).
5. Bank hereby engages with the drawers, endorsers and bonafide holders that drafts drawn under and in conformity with the terms of this credit will be duly honored upon presentation to the Bank prior to the Expiration Date at (Address where draft is to be presented to Bank).
6. Any payment under this letter of credit shall be free and clear of all interest and charges due Bank.
7. This letter of credit shall be governed by and construed in accordance with the laws of the State of Kansas and is subject to the Uniform Customs and Practice for Documentary Credits (1994 Revision) International Chamber of Commerce Publication No. 500 ("UCP"). In the event of any conflict between the laws of the State of Kansas and the UCP, the UCP shall control.

NAME OF BANK

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AUTHORIZED SIGNATURE