

## IRREVOCABLE STANDBY LETTER OF CREDIT

[BANK]

**LETTER OF CREDIT NO.:** \_\_\_\_\_

**ISSUE DATE:** \_\_\_\_\_

**STATED AMOUNT:** \$ \_\_\_\_\_  
(United States Dollars)

**EXPIRATION DATE:** \_\_\_\_\_  
(unless extended as provided herein)

**BENEFICIARY:**

Rochester Gas and Electric Corporation  
18 Link Drive  
Binghamton, New York 13904

**APPLICANT:**

[Name]  
[Address]  
[Address]

Attn: Interconnection Group  
Phone:(607) 422 7493  
Email:distributedgenerationadmin@avangrid.com

Attn: [●]  
Phone: [●]  
Email: [●]

**PRESENT DRAWING CERTIFICATES TO:** [Bank or Branch Name]

[Address]

[Address]

Attn: [●]

Phone: [●]

Email: [●]

Ladies and Gentlemen:

[BANK] (the “**Bank**”) hereby establishes, effective immediately, this Irrevocable Standby Letter of Credit (this “**Letter of Credit**”) in favor of the above-named Beneficiary, at the request and for the account of the above-named Applicant, and hereby authorizes the Beneficiary to draw on this Letter of Credit in an aggregate amount up to the Stated Amount indicated above. Demands for payment under this Letter of Credit may be made by the Beneficiary upon presentation to the Bank of one or more executed drawing certificates, substantially in the form attached hereto as Exhibit A or Exhibit B (a “**Drawing Certificate**”). Presentation of the original Letter of Credit is not required for payment on demand.

Communications and notices with respect to this Letter of Credit must be in writing, reference this Letter of Credit No., and be delivered in person, by courier, certified mail, or registered mail to the appropriate address indicated above. Drawing Certificates must be in writing and be delivered consistent with the methods of delivery described in this paragraph. In addition to the methods of delivery described in this paragraph, the Letter of Credit, communications, notices, and Drawing Certificates may be delivered electronically to the address indicated above, provided that a hard copy of the SLOC and Drawing Certificates

follows promptly by overnight courier.

The Bank hereby undertakes to the Beneficiary of this Letter of Credit that demands under and in compliance with the terms of this Letter of Credit will be honored at sight upon presentation of a Drawing Certificate in accordance with the terms of this Letter of Credit.

If a Drawing Certificate is presented prior to 10:00 A.M. **[city, state where counter is located]** time on a Banking Day, payment shall be made to the Beneficiary of the amount specified, in immediately available funds, by 4:00 P.M. **[city, state where counter is located]** time on the same Banking Day. If a Drawing Certificate is presented at or after 10:00 A.M. **[city, state where counter is located]** time on a Banking Day, payment shall be made to the Beneficiary of the amount specified, in immediately available funds, by 10:00 A.M. **[city, state where counter is located]** time on the following Banking Day. Payments made hereunder shall be made by wire transfer or by deposit into an account specified in the Drawing Certificate.

If the Bank determines that a demand for payment made by the Beneficiary does not, in any instance, conform to the terms and conditions of this Letter of Credit, the Bank shall, within one Banking Day from the Bank's receipt of the demand, give the Beneficiary notice of non-payment and indicate the Bank's reasons for refusal.

This Letter of Credit shall expire at the close of business in **[city, state where counter is located]** on the above-stated Expiration Date; provided, however, that it is a condition of this Letter of Credit that it shall be automatically extended without amendment for successive periods of one year from the Expiration Date, or any future expiration date, unless at least 90 calendar days prior to any expiration date the Beneficiary receives notice from the Bank, sent by registered mail or overnight courier, that the Bank has elected not to extend this Letter of Credit for an additional period. Notice shall be deemed received (i) if sent by registered mail, on the fifth Banking Day after deposit with the U.S. Postal Service, and (ii) if sent by overnight courier, on the first Banking Day after deposit with the overnight courier service provider. Beneficiary shall be entitled to draw on this Letter of Credit if the Bank has elected not to extend this Letter of Credit and the Applicant has failed to renew, replace, or amend the Letter of Credit when the Applicant is under an obligation to do so in a manner acceptable to the Beneficiary within fifty (50) days prior to the Expiration Date. The Beneficiary may terminate this Letter of Credit by providing a written release to the Bank releasing the Bank from its obligations under this Letter of Credit accompanied by a copy of this Letter of Credit. Notwithstanding the provisions above, this Letter of Credit shall expire on the date that is 10 years from the original Expiration Date.

This Letter of Credit may not be amended, changed, or modified without the express written consent of the Beneficiary and the Bank. This Letter of Credit is not transferable by the Bank in whole or part.

The Beneficiary shall not be deemed to have waived any rights under this Letter of Credit, unless the Beneficiary or an authorized agent of the Beneficiary, shall have signed a written waiver. No such waiver, unless expressly so stated therein, shall be effective as to any transaction that occurs subsequent to the date of the waiver, nor as to any continuance of a breach after the waiver.

All banking commissions, fees and charges in connection with this Letter of Credit and drawings made hereunder shall be from the account of the Applicant.

To the extent not inconsistent with the express terms hereof, this Letter of Credit shall be subject to and construed in accordance with International Standby Practices 1998, International Chamber of Commerce Publication No. 590 (“**ISP98**”), and as to matters not governed by ISP98, or as required by the laws of the State of New York, governed by the substantive laws of the State of New York. The courts located in the County of Albany, New York shall have exclusive jurisdiction over any action arising out of or relating to this Letter of Credit.

**[BANK]**

By: \_\_\_\_\_  
Authorized Officer

Exhibit A to

[BANK]

Irrevocable Standby Letter of Credit

No. \_\_\_\_\_

**DRAWING CERTIFICATE**

[BANK ADDRESS]

Attention: Letter of Credit Department

Ladies and Gentlemen:

The undersigned individual, a duly authorized representative of Rochester Gas and Electric Corporation (the “**Beneficiary**”), hereby certifies on behalf of the Beneficiary as follows with respect to that certain Irrevocable Standby Letter of Credit No. \_\_\_\_\_ dated \_\_\_\_\_ (the “**Letter of Credit**”), issued by [BANK] (the “**Bank**”) in favor of the Beneficiary at the request of \_\_\_\_\_ (the “**Applicant**”):

1. The Beneficiary is entitled to make this drawing to satisfy payment of amounts owing by the Applicant to the Beneficiary that the Applicant failed to make in accordance with the terms and provisions of, as applicable, the (i) Interconnection Agreement between the Beneficiary and the Applicant, dated \_\_\_\_\_, (ii) Beneficiary’s Tariff No. 119 - Electricity, and/or (iii) the New York State Public Service Commission’s Standardized Interconnection Requirements.

2. Payment by the Bank pursuant to this drawing shall be made to \_\_\_\_\_, ABA Number \_\_\_\_\_, Account Number \_\_\_\_\_, Attention: \_\_\_\_\_, Re: \_\_\_\_\_.

The Beneficiary hereby draws upon the Letter of Credit in the amount of US\$\_\_\_\_\_.

**IN WITNESS WHEREOF**, this Drawing Certificate has been executed this \_\_\_\_ day of \_\_\_\_\_.

**ROCHESTER GAS AND ELECTRIC  
CORPORATION**

By: \_\_\_\_\_

\_\_\_\_\_  
[Title of Authorized Representative]

Exhibit B to

[BANK]

Irrevocable Standby Letter of Credit

No. \_\_\_\_\_

**DRAWING CERTIFICATE**

[BANK ADDRESS]

Attention: Letter of Credit Department

Ladies and Gentlemen:

The undersigned individual, a duly authorized representative of Rochester Gas and Electric Corporation (the “**Beneficiary**”), hereby certifies on behalf of the Beneficiary as follows with respect to that certain Irrevocable Standby Letter of Credit No. \_\_\_\_\_ dated \_\_\_\_\_ (the “**Letter of Credit**”), issued by [BANK] (the “**Bank**”) in favor of the Beneficiary at the request of \_\_\_\_\_ (the “**Applicant**”):

1. The Beneficiary is entitled to make this drawing because as of the close of business on \_\_\_\_\_ [insert date no more than 50 days prior to the Expiration Date] the Applicant has failed to renew, replace, or amend the Letter of Credit in a manner acceptable to the Beneficiary as required by Beneficiary’s Tariff No. 119 - Electricity or New York State Public Service Commission’s Standardized Interconnection Requirements.

2. Payment by the Bank pursuant to this drawing shall be made to \_\_\_\_\_, ABA Number \_\_\_\_\_, Account Number \_\_\_\_\_, Attention: \_\_\_\_\_, Re: \_\_\_\_\_.

The Beneficiary hereby draws upon the Letter of Credit in the amount of US\$\_\_\_\_\_.

**IN WITNESS WHEREOF**, this Drawing Certificate has been executed this \_\_\_\_ day of \_\_\_\_\_.

**ROCHESTER GAS AND ELECTRIC  
CORPORATION**

By: \_\_\_\_\_

\_\_\_\_\_  
[Title of Authorized Representative]