

..DID: 931  
 ..TXT: PSC NO: 218 GAS LEAF: 233  
 COMPANY: NIAGARA MOHAWK POWER CORPORATION REVISION: 0  
 INITIAL EFFECTIVE DATE: 09/12/97 SUPERSEDING REVISION:  
 STAMPS:  
 RECEIVED: 07/03/97 STATUS: Effective EFFECTIVE: 09/12/97  
 Letter of Credit

(Bank Name and Address)

Date .....

Letter of Credit No.

To Whom it May Concern:

We hereby establish our IRREVOCABLE credit in your favor for the account of (Name of Customer)  
 available by your drafts drawn at sight  
 on

(Bank Name and Address)

for any sum or sums not exceeding a total of \$ .....

.....  
 accompanied by commercial invoice describing the merchandise as indicated below,

Except otherwise expressly stated herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits (1974 revision), International Chamber of Commerce, Publication NO. 290.

Also except as otherwise expressly stated herein, any charges or commission in respect to the negotiation of drafts under this credit are for your account.

The amount of each draft negotiated, with the date of negotiation, must be endorsed hereon by the negotiating bank, and any draft presented to us shall constitute a warranty of the negotiating bank that such endorsement was effected.

All drafts drawn under this credit should bear the clause:

.....

We hereby agree with you and with negotiating banks and bankers that all drafts drawn by virtue of this credit, and in accordance with its terms, shall meet with due honor upon presentation and delivery of documents as specified to: (Bank Name and Address) is negotiated, or if presented at this Office together with this letter of credit on or before

\_\_\_\_\_.

Very truly yours,

Issued By: Albert J. Budney, Jr., President, Syracuse, New York