FILE

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14-1903-GA-CRS

THE BANK OF NEW YORK MELLON

OUR REF. NO:
S00302821

DATE:
November 24, 2014

BENEFICIARY:

DUKE ENERGY OHIO, INC.
139 EAST FOURTH STREET
ROOM 362 ANNEX
CINCINNATI, OH USA 45202

APPLICANT:

ELIGO ENERGY OH, LLC
1658 N. MILWAUKEE AVENUE, SUITE 314
CHICAGO, IL USA 60622

GENTLEMEN/LADIES:

OUR REFERENCE NO: S00302821

ACCOUNT OF: ELIGO ENERGY OH, LLC
1658 N. MILWAUKEE AVENUE, SUITE 314
CHICAGO, IL USA 60622

AVAILABLE WITH: THE BANK OF NEW YORK MELLON
BY NEGOTIATION

DRAFTS AT SIGHT

DRAWN ON MACQUARIE BANK LIMITED

TO THE EXTENT OF AMOUNT: *** USD 50,000.00 ***

EXPIRY DATE: November 24, 2015

PLACE OF EXPIRY: OUR COUNTERS

ADDITIONAL DETAILS :

AS FOLLOWS IS THE TEXT OF THE ISSUING BANK, MACQUARIE BANK LIMITED, SYDNEY, AUSTRALIA, IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER CL00841114 AS RECEIVED BY US:

QUOTE

BY ORDER OF THE APPLICANT, WE HEREBY ISSUE OUR IRREVOCABLE LETTER OF CREDIT NO. CL00841114 IN YOUR FAVOR FOR (USD50,000.00) FIFTY THOUSAND UNITED STATES DOLLARS AVAILABLE FOR PAYMENT AT SIGHT IN IMMEDIATELY AVAILABLE FUNDS AGAINST YOUR DRAFTS, IN THE FORM ATTACHED AS ANNEX 1, DRAWN ON MACQUARIE BANK LIMITED ('ISSUER') AND PRESENTED TO ISSUER AT THE BANK OF NEW YORK MELLON'S COUNTERS LOCATED AT 525 WILLIAM PENN PLACE, TWO BNY MELLON CENTER, SUITE 1930, PITTSBURGH, PA 15259-0001, SIGNED BY AN AUTHORIZED OFFICER OR AUTHORIZED REPRESENTATIVE OF THE BENEFICIARY AND ACCOMPANIED BY A DRAW CERTIFICATE IN THE FORM OF ATTACHED ANNEX 2 SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE BENEFICIARY.

CERTIFICATES SHOWING AMOUNTS IN EXCESS OF AMOUNTS AVAILABLE UNDER

********PSN 1134 PITPDT11********

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THE BANK OF NEW YORK MELLON

OUR IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER S00302821

THIS LETTER OF CREDIT ARE ACCEPTABLE, HOWEVER, IN NO EVENT WILL PAYMENT(S) EXCEED IN AGGREGATE THE AMOUNT AVAILABLE TO BE DRAWN UNDER THIS LETTER OF CREDIT.

IF A DRAW CERTIFICATE PRESENTED DOES NOT COMPLY WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT, THE ISSUER SHALL GIVE THE BENEFICIARY PROMPT NOTICE IN WRITING THAT ITS DRAW CERTIFICATE WAS NOT IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WITH THE REASONS THEREFOR AND THAT THE ISSUER WILL HOLD THE DRAW CERTIFICATE AT THE BENEFICIARY'S DISPOSAL OR UPON REQUEST OF THE BENEFICIARY RETURN THE SAME TO THE BENEFICIARY. UPON BEING NOTIFIED THAT THE DRAW CERTIFICATE WAS NOT MADE IN COMPLIANCE WITH THIS LETTER OF CREDIT, THE BENEFICIARY MAY ATTEMPT TO CORRECT SUCH NON-COMPLIANCE TO THE EXTENT THAT THE BENEFICIARY IS ABLE TO DO SO AND RESUBMIT THE DRAW CERTIFICATE IN ACCORDANCE HEREWITH.

SPECIAL CONDITIONS:

1. PARTIAL DRAWINGS AND MULTIPLE PRESENTATIONS ARE PERMITTED.

2. ALL DRAFTS UNDER THIS LETTER OF CREDIT MUST BEAR THE CLAUSE 'DRAWN UNDER LETTER OF CREDIT NO: CL00841114 DATED: NOVEMBER 24, 2014.'

3. THIS LETTER OF CREDIT EXPIRES AT THE BANK OF NEW YORK MELLON'S COUNTERS ON NOVEMBER 24, 2015 (WHICH DATE MAY BE EXTENDED IN THE MANNER PROVIDED HEREIN IS REFERRED TO AS THE 'EXPIRY DATE'). THE EXPIRY DATE SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENTS FOR ONE YEAR FROM THE EXPIRY DATE UNLESS AT LEAST NINETY (90) DAYS PRIOR TO THE THEN APPLICABLE EXPIRY DATE, WE NOTIFY YOU IN WRITING BY CERTIFIED MAIL RETURN RECEIPT REQUESTED OR OVERNIGHT COURIER THAT WE ARE NOT GOING TO EXTEND THE EXPIRY DATE. DURING SAID NINETY (90) DAY PERIOD, THIS LETTER OF CREDIT SHALL REMAIN IN FULL FORCE AND EFFECT, UNLESS CANCELLED AT THE REQUEST OF BENEFICIARY IN ACCORDANCE WITH PARAGRAPH 5 BELOW PRIOR TO EXPIRY DATE.

4. WE ENGAGE WITH YOU THAT DRAFTS DRAWN UNDER AND IN CONFORMITY WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED PURSUANT TO THE TERMS OF THIS LETTER OF CREDIT AND IN ACCORDANCE WITH THE BENEFICIARY'S PAYMENT INSTRUCTIONS, UPON PRESENTATION AT THE BANK OF NEW YORK MELLON'S OFFICE ON OR BEFORE THE EXPIRY

THE BANK OF NEW YORK MELLON

OUR IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER S00302821

DATE. IF WIRE TRANSFER IS REQUESTED BY THE BENEFICIARY, PAYMENT UNDER THIS LETTER OF CREDIT WILL BE MADE BY WIRE TRANSFER OF IMMEDIATELY AVAILABLE FUNDS TO THE BENEFICIARY'S ACCOUNT AT ANY FINANCIAL INSTITUTION LOCATED IN THE CONTINENTAL UNITED STATES. ALL PAYMENTS UNDER THIS LETTER OF CREDIT WILL BE MADE IN OUR OWN FUNDS. PRESENTATION AT THE BANK OF NEW YORK MELLON'S OFFICE INCLUDES PRESENTATION IN PERSON, BY CERTIFIED, REGISTERED, OR OVERNIGHT MAIL TO THE ADDRESS SPECIFIED BELOW.

5. THIS LETTER OF CREDIT SHALL BE CANCELLED UPON RECEIPT BY THE BANK OF NEW YORK MELLON OF A CERTIFICATE OF CANCELLATION, WHICH: (A) SHALL BE IN THE FORM OF ANNEX 3, WHICH IS ATTACHED HERETO, AND (B) SHALL BE COMPLETED AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE BENEFICIARY.

6. ALL BANK CHARGES ARE FOR THE ACCOUNT OF APPLICANT. EXCEPT AS STATED HEREIN, THIS UNDERTAKING IS NOT SUBJECT TO ANY AGREEMENT, CONDITION, OR QUALIFICATION. THE OBLIGATION OF MACQUARIE BANK LIMITED UNDER THIS LETTER OF CREDIT IS THE INDIVIDUAL OBLIGATION OF MACQUARIE BANK LIMITED AND IS IN NO WAY CONTINGENT UPON REIMBURSEMENT WITH RESPECT HERETO.

7. THIS LETTER OF CREDIT MAY NOT BE AMENDED, CHANGED OR MODIFIED WITHOUT OUR EXPRESS WRITTEN CONSENT AND THE CONSENT OF THE APPLICANT AND THE BENEFICIARY, PROVIDED HOWEVER, THAT THE CONSENT OF BENEFICIARY SHALL NOT BE REQUIRED IN TO INCREASE THE AMOUNT AVAILABLE UNDER THE LETTER OF CREDIT OR TO EXTEND THE EXPIRY DATE OF THE LETTER OF CREDIT.

8. DRAFTS ACCOMPANIED BY DOCUMENTS, AS SPECIFIED ABOVE, MUST BE PRESENTED AT THE BANK OF NEW YORK MELLON'S OFFICE NOT LATER THAN 5 PM NEW YORK TIME ON THE THEN CURRENT EXPIRY DATE.

9. WE SHALL HAVE A REASONABLE AMOUNT OF TIME, NOT TO EXCEED TWO (2) BUSINESS DAYS FOLLOWING THE DATE OF OUR RECEIPT OF DRAWING DOCUMENTS, TO EXAMINE THE DOCUMENTS AND DETERMINE WHETHER TO TAKE UP OR REFUSE THE DOCUMENTS AND TO INFORM YOU ACCORDINGLY. WE HEREBY AGREE WITH YOU THAT ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE PROMPTLY HONORED UPON PRESENTATION TO THE BANK OF NEW YORK MELLON AS SPECIFIED HEREIN.

10. THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY

THE BANK OF NEW YORK MELLON

OUR IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER S00302821

PRACTICES 1998, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 ('ISP98'), AND AS TO MATTERS NOT ADDRESSED BY ISP98 WILL BE INTERPRETED UNDER THE LAWS OF THE STATE OF NEW YORK. IN THE EVENT OF CONFLICT BETWEEN ISP 98 AND A NON-MANDATORY PROVISION OF SUCH LAW, ISP 98 SHALL GOVERN.

11. ISSUER HEREBY CERTIFIES THAT, AS OF THE EFFECTIVE DATE OF THIS LETTER OF CREDIT THAT IT HAS A SENIOR UNSECURED DEBT RATING OF AT LEAST 'A-' FROM STANDARD AND POOR'S RATING SERVICE AND AT LEAST 'A3' FROM MOODY'S RATING SERVICE, WITH TOTAL ASSETS GREATER THAN FIVE BILLION U.S. DOLLARS (USD5,000,000,000).

12. IF YOU REQUIRE ANY ASSISTANCE OR HAVE ANY QUESTIONS REGARDING THIS LETTER OF CREDIT, PLEASE CALL THE BANK OF NEW YORK MELLON AT 412-234-6882.

THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER: CL00841114
ANNEX 1
FORM OF SIGHT DRAFT
DRAWN UNDER LETTER OF CREDIT NO. CL00841114 DATED NOVEMBER 24, 2014

(INSERT DATE OF SIGHT DRAFT)

TO:
THE BANK OF NEW YORK MELLON
525 WILLIAM PENN PLACE
TWO BNY MELLON CENTER, SUITE 1930
PITTSBURGH, PA 15259-0001

FOR THE VALUE RECEIVED, PAY TO THE ORDER OF .. BY WIRE TRANSFER OF IMMEDIATELY AVAILABLE FUNDS TO THE FOLLOWING ACCOUNT:
(NAME OF ACCOUNT)
(ACCOUNT NUMBER)
(NAME AND ADDRESS OF BANK AT WHICH ACCOUNT IS MAINTAINED)
(ABA NUMBER)
(REFERENCE)
THE FOLLOWING AMOUNT:
(INSERT NUMBER OF DOLLARS IN WRITING) UNITED STATES DOLLARS
(USD (INSERT NUMBER OF DOLLARS IN FIGURES))
DUKE ENERGY OHIO, INC.
BY:
TITLE:

THE BANK OF NEW YORK MELLON

OUR IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER S00302821

THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER: CL00841114
ANNEX 2
FORM OF DRAW CERTIFICATE

(INSERT DATE OF CERTIFICATE)

TO:
THE BANK OF NEW YORK MELLON
525 WILLIAM PENN PLACE
TWO BNY MELLON CENTER, SUITE 1930
PITTSBURGH, PA 15259-0001

DRAWN UNDER LETTER OF CREDIT NO: CL00841114 (THE 'LETTER OF CREDIT') DATED: NOVEMBER 24, 2014

THE UNDERSIGNED HEREBY CERTIFIES THAT THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF DUKE ENERGY OHIO, INC, THE BENEFICIARY OF THE LETTER OF CREDIT, AND HEREBY FURTHER CERTIFIES AS FOLLOWS:
BENEFICIARY IS DRAWING THE FUNDS REQUESTED UNDER THIS LETTER OF CREDIT BASED ON THE BELOW SPECIFIED DRAW CONDITION:
CHECK APPROPRIATE DRAW CONDITION:
(..) ONE OR MORE MATERIAL BREACHES HAVE OCCURRED WITH RESPECT TO (SUPPLIER'S NAME) UNDER THAT CERTAIN (NAME OF AGREEMENT) BETWEEN DUKE ENERGY OHIO, INC. AND (INSERT SUPPLIER'S NAME) DATED AS OF .. (THE 'AGREEMENT') AND SUCH BREACH HAS NOT BEEN CURED WITHIN THE APPLICABLE CURE PERIOD, IF ANY, PROVIDED FOR IN THE AGREEMENT.
OR
(..) (SUPPLIER'S NAME) IS REQUIRED, PURSUANT TO THE TERMS OF THE (AGREEMENT/TARIFF/ APPLICABLE CREDIT REQUIREMENTS), TO MAINTAIN A LETTER OF CREDIT IN FAVOR OF BENEFICIARY, HAS FAILED TO RENEW OR REPLACE THE LETTER OF CREDIT AND THE LETTER OF CREDIT HAS LESS THAN THIRTY (30) DAYS UNTIL THE EXPIRATION THEREOF.
OR
(..) THE ISSUING BANK'S SENIOR UNSECURED DEBT RATING HAS FALLEN BELOW 'A-' FROM STANDARD AND POOR'S RATING SERVICE OR 'A3' FROM MOODY'S RATING SERVICE AND (SUPPLIER'S NAME) HAS FAILED TO OBTAIN A SUBSTITUTE LETTER OF CREDIT FROM ANOTHER BANK OR OTHER FINANCIAL INSTITUTION THAT MEETS THE ABOVE STATED CREDIT REQUIREMENTS WITHIN THREE BUSINESS DAYS.

THE BANK OF NEW YORK MELLON

OUR IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER S00302821

DUKE ENERGY OHIO, INC.
BY:
TITLE:

ANNEX 3
FORM OF CERTIFICATE FOR CANCELLATION
IRREVOCABLE LETTER OF CREDIT NO. CL00841114

(INSERT DATE OF CERTIFICATE)

TO:
THE BANK OF NEW YORK MELLON
525 WILLIAM PENN PLACE
TWO BNY MELLON CENTER, SUITE 1930
PITTSBURGH, PA 15259-0001

(APPLICANT'S NAME AND ADDRESS)

THE UNDERSIGNED, AN AUTHORIZED OFFICER OR AUTHORIZED REPRESENTATIVE OF DUKE ENERGY OHIO, INC. (DE OHIO), HEREBY CERTIFIES TO THE ISSUER THAT DUKE ENERGY, OHIO, INC. REQUESTS THE CANCELLATION OF LETTER OF CREDIT NO: CL00841114.
THEREFORE, DUKE ENERGY OHIO, INC. HAS EXECUTED AND DELIVERED THIS CERTIFICATE FOR CANCELLATION AS OF (DATE).

DUKE ENERGY OHIO, INC.
BY:....
TITLE:....

UNQUOTE

AT THE REQUEST OF THE ISSUING BANK, MACQUARIE BANK LIMITED, SYDNEY, AUSTRALIA, WE HEREBY ADVISE THEIR IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER CL00841114 WITHOUT ANY ENGAGEMENT OR OBLIGATION ON OUR PART, UNDER OUR REFERENCE S00302821.

THIS ADVICE CONVEYS NO ENGAGEMENT OR OBLIGATION ON THE PART OF THE BANK OF NEW YORK MELLON. IN THE EVENT OF A COMPLYING PRESENTATION AT OUR COUNTERS, PAYMENT WILL ONLY BE MADE UPON RECEIPT OF FUNDS FROM THE ISSUING BANK OR NOMINATED PARTY.

PRESENTATION SHOULD BE MADE AT OUR OFFICE LOCATED AT 525 WILLIAM PENN PLACE, TWO BNY MELLON CENTER, SUITE 1930, PITTSBURGH, PA

THE BANK OF NEW YORK MELLON

OUR IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER S00302821

15259-0001 ATTENTION: MANAGER, STANDBY LETTER OF CREDIT DEPT.

IN ORDER TO EXPEDITE PAYMENT, PLEASE QUOTE OUR REFERENCE NUMBER AND PROVIDE THE NECESSARY PAYMENT INSTRUCTIONS SUCH AS YOUR FINANCIAL INSTITUTION'S NAME AND YOUR ACCOUNT NUMBER.

DRAFTS/DOCUMENTS MUST BE PRESENTED IN ENGLISH.

DOCUMENTS MUST CONFORM WITH THE TERMS OF THIS CREDIT. IF YOU ARE UNABLE TO COMPLY WITH ITS TERMS, PLEASE CONTACT YOUR CUSTOMER FOR AN AMENDMENT. THIS CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES, INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 590 (ISP 98).

PRESENTATION OF DOCUMENT(S) THAT ARE NOT IN COMPLIANCE WITH THE APPLICABLE ANTI-BOYCOTT, ANTI-MONEY LAUNDERING, ANTI-TERRORISM, ANTI-DRUG TRAFFICKING, ECONOMIC SANCTIONS AND SIMILAR LAWS AND REGULATIONS IS NOT ACCEPTABLE. APPLICABLE LAWS VARY DEPENDING ON THE TRANSACTION AND MAY INCLUDE UNITED NATIONS, UNITED STATES AND/OR LOCAL LAWS.

YOURS VERY TRULY,

Debra M. Strutt

AUTHORIZED SIGNATURE