

APPENDIX D

FORM OF LETTER OF CREDIT
(to be supplied by Customer)

IRREVOCABLE STANDBY LETTER OF CREDIT

DATE: __, 2006

BENEFICIARY:

Central New York Oil and Gas Company, LLC
Two Brush Creek Blvd. Suite 200
Kansas City, MO 64112

DRAFTS DRAWN MUST BE MARKED
WITH OUR REF NO. _____

OPENER'S REFERENCE NO.

GENTLEMEN:

BY THE ORDER OF:

APPLICANT [Customer Name]
ADDRESS [Customer Address]

WE HEREBY ISSUE OUR IRREVOCABLE TRANSFERABLE STANDBY LETTER OF CREDIT NUMBER _____ IN FAVOR OF CENTRAL NEW YORK OIL AND GAS COMPANY LLC ("BENEFICIARY") FOR THE ACCOUNT OF _____ [CUSTOMER NAME] _____ (THE "APPLICANT") FOR AN AMOUNT OF USD \$ _____ (_____ UNITED STATES DOLLARS) AVAILABLE AND PAYABLE AT SIGHT WHEN ACCOMPANIED BY THE FOLLOWING DOCUMENTS:

1. DRAFTS DRAWN AT SIGHT ON [NAME OF BANK], MARKED "DRAWN UNDER [NAME OF BANK], LETTER OF CREDIT NO. _____.
2. YOUR SIGNED AND DATED STATEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BENEFICIARY READING AS ONE OF THE FOLLOWING:

"WE HEREBY CERTIFY THAT INVOICE(S) OR DEMAND FOR PAYMENT IN THE AMOUNT OF THE ACCOMPANYING DRAFT HAS BEEN PRESENTED TO ___ [CUSTOMER NAME] _____ OR ITS SUCCESSORS OR ASSIGNS (COLLECTIVELY, "CUSTOMER") UNDER THAT CERTAIN PRECEDENT AGREEMENT DATED _____, AS AMENDED FROM TIME TO TIME, BETWEEN BENEFICIARY AND CUSTOMER OR THAT CERTAIN FSS SERVICE AGREEMENT DATED _____, AS AMENDED FROM TIME TO TIME BETWEEN BENEFICIARY AND CUSTOMER, AND SUCH DEMAND FOR PAYMENT WAS NOT PAID AND REMAINS PAST DUE AND UNPAID AT THE TIME OF THIS DRAWING." OR

"WE HEREBY CERTIFY THAT CUSTOMER HAS FAILED TO RENEW OR REPLACE THIS LETTER OF CREDIT OR PROVIDE CASH IN LIEU OF SAME WITHIN TWENTY(20) BUSINESS DAYS OF EXPIRY AS PROVIDED UNDER SECTION 6 OF THAT CERTAIN PRECEDENT AGREEMENT BETWEEN BENEFICIARY AND CUSTOMER DATED _____, AND THAT NO RENEWAL OR REPLACEMENT OF SAID LETTER OF CREDIT OR CASH IN LIEU OF SUCH LETTER OF CREDIT HAS BEEN PROVIDED AS OF THE TIME OF THIS DRAWING."

EXPIRATION DATE: [at least two years after date of issuance] AT [NAME OF BANK AND ADDRESS] ATTN: STANDBY LETTER OF CREDIT UNIT.

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SPECIAL CONDITIONS:

PARTIAL DRAWINGS ARE PERMITTED

ALL OF BENEFICIARY'S CHARGES ARE FOR THE ACCOUNT OF THE APPLICANT.

THIS LETTER OF CREDIT IS TRANSFERABLE, AND WE HEREBY CONSENT TO SUCH TRANSFER. THIS LETTER OF CREDIT MAY NOT OTHERWISE BE AMENDED, CHANGED OR MODIFIED OR LIMITED BY REFERENCE TO ANY DOCUMENT, INSTRUMENT OR AGREEMENT REFERRED TO HEREIN OR IN WHICH THIS LETTER OF CREDIT IS REFERRED TO, OR TO WHICH THIS LETTER OF CREDIT RELATES, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT, INSTRUMENT OR AGREEMENT, WITHOUT THE EXPRESS WRITTEN CONSENT OF THE APPLICANT, THE BENEFICIARY AND US; PROVIDED, HOWEVER, THE AMOUNT AVAILABLE FOR DRAWING UNDER THIS LETTER OF CREDIT MAY BE REDUCED OR INCREASED FROM TIME TO TIME BY WRITTEN INSTRUCTIONS TO US EXECUTED BY BOTH APPLICANT AND BENEFICIARY.

PAYMENT TO BE EFFECTED PER YOUR INSTRUCTIONS AGAINST CONFORMING DOCUMENTS PRESENTED AT OUR COUNTERS. PRESENTATION AT OUR COUNTERS INCLUDES PRESENTATION IN PERSON, BY FIRST CLASS, CERTIFIED, REGISTERED OR OVERNIGHT MAIL OR BY FACSIMILE DIRECTED TO: **[NAME OF BANK AND ADDRESS]** ATTN: STANDBY LETTER OF CREDIT UNIT.

PRESENTATION OF DRAFTS IN EXCESS OF THE AMOUNT OF THIS LETTER OF CREDIT ARE ACCEPTABLE, HOWEVER DRAWINGS ARE LIMITED TO THE AMOUNT AVAILABLE UNDER THIS LETTER OF CREDIT.

WE HEREBY ENGAGE WITH YOU THAT DOCUMENTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION AS SPECIFIED, IF PRESENTED AT OUR COUNTERS AS SPECIFIED ABOVE, ON OR BEFORE THE EXPIRATION DATE. IN ADDITION, OUR UNDERTAKING UNDER THIS LETTER OF CREDIT IS IN NO WAY CONTINGENT UPON REIMBURSEMENT WITH RESPECT TO DRAWING HEREUNDER OR UPON OUR ABILITY TO PERFECT ANY SECURITY INTEREST OR OTHER LIEN.

THIS CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500 (THE "UCP"), PROVIDED, THAT TO THE EXTENT THAT THE TERMS HEREOF ARE INCONSISTENT WITH THE PROVISIONS OF THE UCP, INCLUDING BUT NOT LIMITED TO ARTICLES 13(b) AND 17 OF THE UCP, THE TERMS OF THE LETTER OF CREDIT SHALL GOVERN, AND PROVIDED FURTHER, THAT TO THE EXTENT THE UCP IS SILENT, NEW YORK LAW, WITHOUT REFERENCE TO ITS CHOICE OF LAW PROVISIONS, SHALL APPLY.

IF THIS LETTER OF CREDIT SHALL EXPIRE DURING AN INTERRUPTION OF BUSINESS OF THE ISSUE BANK ARISING FROM A CAUSE OR CIRCUMSTANCE REFERENCED IN ARTICLE 17 OF THE UCP, THE ISSUING BANK SPECIFICALLY AGREES TO HONOR DRAFTS DRAWN ON SUCH LETTER OF CREDIT IF THEY ARE PRESENTED TO US WITHIN THIRTY (30) DAYS AFTER ISSUING BANK'S RESUMPTION OF BUSINESS FROM SUCH INTERRUPTION AND SUCH DRAWINGS ARE OTHERWISE IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT.

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PLEASE ADDRESS ALL CORRESPONDENCE REGARDING THIS LETTER OF CREDIT TO THE ATTENTION OF OUR LETTER OF CREDIT UNIT, MENTIONING OUR REFERENCE NUMBER AS IT APPEARS ABOVE.

VERY TRULY YOURS,
[BANK NAME]

PREPARER/AUTHORIZED SIGNER

AUTHORIZED SIGNER