

Irrevocable Letter of Credit



State of California
Department of Fish and Wildlife
Office of Spill Prevention and Response
1700 K Street, Suite 250
Sacramento, CA 95811

_____ (Letter of Credit No.)

Attention: Administrator

1. _____ hereby establishes this
(Name and address of bank)

Irrevocable Letter of credit dated _____ in your favor for the account of
(Date)

(Name of applicant)

2. for the aggregate sum of _____ United States dollars.
(Amount)

3. Letter of credit funds are available with us and by payment of your draft(s) payable at sight drawn on us and accompanied by your signed and dated statement worded as follows:

I, the Administrator, or designee of the Administrator, of the State of California, Department of Fish and Wildlife, Office of Spill Prevention and Response, hereby certify that the amount of the draft accompanying this statement is now due and payable pursuant to California law, and that the proceeds of such draft will be deposited into a standby trust fund

established by _____ or into another
(Name of applicant)

bank account in accordance with the instructions of the Administrator.

4. Drafts drawn under this Irrevocable Standby Letter of Credit must bear the clause: "Draw under

_____ Irrevocable Letter of Credit No. _____ dated
(Name of Bank) (Letter of Credit No.)

_____"
(Date)

5. Partial drawings are permitted.

6. This letter of credit expires at our above office on _____,
(Date)

but shall automatically be extended without written amendment to _____
(Calendar date)

in each succeeding calendar year unless the Office of Spill Prevention and Response has sent written notice to you at your address above by registered mail, return receipt requested, that we elect not to renew this letter of credit beyond the date specified in such notice (the "final expiration date"). Final expiration date shall be

_____ or any subsequent _____ and be at least 90 calendar days after the
(Calendar date) (Calendar date)

date you receive such notice.

7. Upon sending you such notice of non-renewal of the expiration date of this letter of credit, you may also draw hereunder by presentation to us, on or before the final expiration date, of your sight draft drawn on us accompanied by your signed and dated statement worded as follows:

I, the Administrator, or designee of the Administrator, of the State of California, Department of Fish and Wildlife, Office of Spill Prevention and Response, hereby certify that notice of non-renewal of the

expiration date of _____'s Letter of Credit No. _____
(Name of applicant) (Letter of Credit No.)

has been received by the Office of Spill Prevention and Response; that

(Name of applicant)

still has obligations to the Office of Spill Prevention and Response; that the amount of the draft accompanying this statement is now due and payable pursuant to California law, and that the proceeds of the draft accompanying this statement shall be deposited into the standby trust fund established by

_____ or into another bank account in accordance with the
(Name of applicant)

instructions of the Administrator.

8. If any instructions accompanying a drawing under this letter of credit request that payment is to be made by transfer to an account with us or at another bank, we and/or such other bank may rely on an account number specified in such instructions even if the number identifies a person or entity different from the intended payee.
9. This letter of credit shall be subject to and governed by the laws of the state of California.
10. This letter of credit is also subject to and governed by the Uniform Customs and Practice (UCP) fro Documentary Credits (1993 revision), International Chamber of Commerce Publication No. 500, and engages us in accordance with the terms thereof.
11. In the event of any conflict between the laws of the State of California and the UCP, the laws of the State of California will control.

Signature of attorney-in-fact for bank (or officer or director of bank)

Typed name of attorney-in-fact for bank (or officer or director of bank)

Date