I RREVOCABLE LETTER OF CREDIT

STATE OF CALI FORNI A			
	ARTMENT OF FISH AND GAME number		
OFFI CE OF SPI LL PREVENTI ON AND RESPONSE P. O. BOX 944209			
	SACRAMENTO, CALIFORNIA 94244-2090		
ATTI	ENTI ON: ADM NI STRATOR		
(1)			
	(name and address of bank)		
	hereby establishes this Irrevocable Letter of Credit dated		
	, in your favor for the account of		
	(name of applicant)		
(2)	for the aggregate sum of		
	United States dollars.		
(2)	Takkan of an dik for da an arasitalta saikh sa har nasawak of sasar		
(3)	Let ter of credit funds are available with us by payment of your		
	draft(s) payable at sight drawn on us and accompanied by your signed and dated statement worded as follows:		
	signed and dated statement worded as forfows.		
	"I, the Administrator, or designee of the		
	Administrator, of the State of California,		
	Department of Fish and Game's 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 bank account in accordance with the		
	instructions of the Administrator."		
(4)			
(4)	Drafts drawn under this Irrevocable Standby Letter of Credit must bear the clause: "Drawn under		
	(name of bank)		
	Irrevocable Letter of Credit No, dated"		
(5)	Partial drawings are permitted.		
(6)	This letter of credit expires at our above office on		
	<u>, 20</u> , but shall be automatically		

	(calendar date) extended, without written amendment, to
	in each succeeding calendar year unless we have 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"), which final expiration date shall be
	, 20 , or any subsequent and be at (calendar date) (calendar date) least 90 calendar days after the date you receive such notice.
(7)	Upon our sending you such notice of non-renewal of the expiration date of this letter of credit, you may also draw her eunder by presentation to us, on or before the final expiration date, of you 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 Game's Office of Spill Prevention and Response (OSPR), hereby certify that notice of non-renewal of the expiration date of's
	Letter of Credit Nohas been received by the OSPR; that
	still has obligations to the OSPR; 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

(name of applicant)

or into another bank account in accordance with 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 or credit shall be subject to and governed by the

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laws of the State of California.

- (10) This letter of credit is also subject to and governed by the Uniform customs and Practice (UCP) for 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)