

IRREVOCABLE LETTER OF CREDIT FORM

*THE FOLLOWING LETTER MUST BE PRINTED ON FINANCIAL INSTITUTION LETTERHEAD
STATIONERY CONTAINING THE ADDRESS OF THE ISSUING BRANCH AND ALL INFORMATION
MUST BE TYPED*

{DATE}

NYS Department of Environmental Conservation
Division of Mineral Resources
625 Broadway - 3rd Floor
Albany, New York 12233-6500

RE: Mine File # _____

Dear Sir or Madam:

We hereby establish our Irrevocable Letter of Credit No. _____ in the name of the New York State Department of Environmental Conservation for the account of *[Insert Permittee Name]* in an aggregate amount not to exceed \$ _____ (United States Dollars) available against your draft(s) at sight drawn on *[Insert Financial Institution Name and Full Address]* bearing the clause “drawn under *[Insert Financial Institution Name]* Irrevocable Letter of Credit No. _____” and accompanied by a statement signed by a duly authorized official acting on behalf of the New York State Department of Environmental Conservation, certifying that. . . “the amount of the accompanying sight draft is due and payable to the Department of Environmental Conservation, State of New York. *[Insert Permittee Name]* is in violation of New York State Environmental Conservation Law Article 23, Title 27, and its attendant Rules and Regulations.”

This Irrevocable Letter of Credit shall be automatically renewed for additional terms of one (1) year or more unless the bank gives the Department at least ninety (90) days written notice of its intent to terminate the credit at the end of any term. The Department shall have the right to draw upon this Letter of Credit at any time to and including the termination date, up to the aggregate amount, less any prior drafts by the Department, and hold it as a cash collateral guarantee if *[Insert Permittee Name]* fails to replace this Letter of Credit with other acceptable financial security no later than thirty (30) business days after being informed by the Department that the bank has given its ninety (90) days written notice to terminate the credit at the end of any term, or otherwise upon sight draft of the Department.

We hereby engage with you that drafts drawn under and in compliance with the terms of this credit will be duly honored. Further, we certify that the amount of the credit herein established will not be amended without the written consent of the Department.

This Letter of Credit is subject to and governed by the laws of the State of New York.

Sincerely,

[Authorized Signature]

[Bank Officer Name and Title - Must be Typed]
[SIGNATURE MUST BE NOTARIZED]