

## 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 - 3<sup>rd</sup> Floor  
Albany, New York 12233-6500

**RE: Mine #** \_\_\_\_\_

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 ("the Department") 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 Department, 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, or its attendant Rules and Regulations by its failure to complete the reclamation required by the conditions of the permit issued by the New York State Department of Environmental Conservation."

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.

This Letter of Credit is subject to and governed by the laws of the State of New York and the 1993 revision of the Uniform Customs and Practices for Documentary Credits of the International Chamber of Commerce, Publication No.500.

Sincerely,

*[Authorized Signature]*

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