Director

Department of Environment, Great Lakes, and Energy

c/o Materials Management Division

Hazardous Waste Section

P.O. Box 30241

Lansing, Michigan 48909-7741

Director, Department of Environment, Great Lakes, and Energy:

We hereby issue our irrevocable Letter of Credit #\_\_\_\_\_\_\_\_\_\_ in the favor of [*insert standby trust fund trustee name and address*], hereinafter known as the Beneficiary, on behalf of [*insert company name*], hereinafter known as the Company, for a sum of $\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_/100 U.S. Dollars), available by the Beneficiary's drafts at sight drawn on our institution, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, marked "Drawn under Letter of Credit #\_\_\_\_\_\_\_\_\_\_\_ dated [*insert effective date*]." We are a bank or financial institution that has the authority to issue Letters of Credit. Our Letter of Credit operations are regulated and examined by [*insert name of state or federal agency*].

This Letter of Credit is issued to demonstrate financial responsibility as set forth in the Michigan Administrative Code, R 299.9710, for bodily injury and property damage to third parties caused by occurrences arising from operations of the following hazardous waste management facility(ies): [*insert name, address, and EPA identification number for each facility]*

This Letter of Credit is effective immediately and shall expire on \_\_\_\_\_\_\_, 20\_\_, but such expiration date shall be automatically extended for periods of at least one year unless, not less than 120 days before the current expiration date, we notify both you and the Company by certified mail of our decision not to extend the expiration date. We agree that the 120 day period shall begin on the date when both you and the Company have received the notice, as evidenced by the return receipts.

Partial drawings are permitted. This original Letter of Credit must be submitted to us, together with any drawings hereunder for our endorsement of any payments effected by us and/or for cancellation. This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision, International Chamber of Commerce Publication No. 600, except for Article 38(c)), and the Michigan Uniform Commercial Code, where applicable. Where conflicts exist between the Uniform Customs and Practice for Documentary Credits and the Michigan Uniform Commercial Code, the Michigan Uniform Commercial Code shall control.

We shall honor drafts drawn under and in compliance with the terms of this Letter of Credit and these drafts shall be duly honored upon presentation to us if presented on or before \_\_\_\_\_\_, 20\_\_, or any automatically extended date as provided in paragraph 3 above.

We certify that the wording of this Letter of Credit is identical to the wording provided by the Michigan Department of Environment, Great Lakes, and Energy as of the date shown immediately below.

 [*institution]*

 *[address, city, state]*

 *[signature]*

 *[name and title]*

 *[date*]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ If you need this information in an alternate format, contact EGLE-Accessibility@Michigan.gov or call 800-662-9278.