**DEEP Financial Assurance Irrevocable Letter of Credit**

**Engineered Control**

Bank Name

Bank Mailing Address

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: LOC#

ISSUANCE DATE: Select Issuance Date

TOTAL AMOUNT: U.S. $Amount

Rem#, Site Name, Site Address, Town, CT

BENEFICIARY: Connecticut Department of Energy and Environmental Protection

APPLICANT: Owner

Connecticut Department of Energy

and Environmental Protection

Bureau of Central Services

Owner

Owner Street Address

Owner Town, State, Zip

Financial Management Division

79 Elm Street

Hartford, CT 06106-5127

Dear Commissioner:

We hereby establish our Irrevocable Standby Letter of Credit No. LOC# in your favor, at the request and for the account of the Applicant Owner, Owner Street Address, Owner Town, State, Zip up to the aggregate amount of Dollar Amount in Words U.S. dollars $ Amount. We hereby authorize the Connecticut Department of Energy and Environmental Protection (DEEP) to draw at sight on us, Bank Name, Bank Mailing Address an aggregate amount equal to the total amount, available upon presentation of:

(1) your sight draft, bearing reference to this letter of credit No. LOC# , and

(2) your signed statement reading as follows: “I certify that the amount of the draft is payable pursuant to a DEEP approved variance involving engineered controls of polluted soils as prescribed in the Remediation Standard Regulations, Regulations of Connecticut State Agencies §§ 22a-133k-1(f) and 22a-133k-2(f)(2).”

This letter of credit is effective as of Select Issuance Date and shall expire on Select Date at least one year after Issuance Date, but such expiration date shall be automatically extended for a period of at Least One Year on Select Date and on each successive expiration date, unless, at least 120 days before the current expiration date, we notify both you and the Applicant by certified mail that we have decided not to extend this letter of credit beyond the current expiration date. In the event you are so notified, any unused portion of the credit shall be available upon presentation of your sight draft for 120 days after the date of receipt by both you and the Applicant, as shown on the signed return receipts.

Multiple and partial draws on this letter of credit are expressly permitted, up to an aggregate amount not to exceed the total amount. Whenever this letter of credit is drawn on under and in compliance with the terms of this credit, we shall duly honor such draft upon presentation to us, and we shall deposit the amount of the draft directly into a DEEP-dedicated account in accordance with your instructions.

All banking and other charges under this letter of credit are for the account of the Applicant.

We certify that this letter of credit is issued to provide financial assurance to the State of Connecticut and the Commissioner of DEEP in compliance with the approved variance Rem ID
 #Rem# involving engineered controls of polluted soils as prescribed in the Regulations of Connecticut State Agencies §§ 22a-133k-1(f) and 22a-133k-2(f)(2) of the Remediation Standard Regulations, as such regulations were constituted on the date shown immediately below.

This letter of credit is issued subject to the most recent Standby Practices as published and copyrighted by the International Chamber of Commerce.

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Signature(s) of Official(s) of Issuing Institution

Name of Official of Issuing Institution

Title of Official of Issuing Institution

Select Signature Date