**DELETE BEFORE PRINTING: Use this document if the letter of credit is used to satisfy liability requirements and is used WITHOUT a standby trust fund.**

IRREVOCABLE STANDBY LETTER OF CREDIT

Secretary

Louisiana Department of Environmental Quality

Post Office Box 4313

Baton Rouge, Louisiana 70821-4313

Attention: Office of Environmental Services,

Waste Permits Division

Dear Choose an item.:

We hereby establish our Irrevocable Standby Letter of Credit Number INSERT Letter of Credit Number in the favor of Choose an item.**DELETE TEXT OR INSERT the Name of Trustee of the Standby Trust Fund**, at the request and for the account of INSERT Owner’s or Operator’s Name and Address for third-party liability awards or settlements up to INSERT the Amount Using Words U.S. dollars $INSERT the Amount Using Numbers per occurrence and the annual aggregate amount of INSERT the Amount Using Words U.S. dollars, for sudden accidental occurrences and/or for third-party liability awards or settlements up to the amount of INSERT the Amount Using Words U.S. dollars $INSERT the Amount Using Numbers per occurrence, and the annual aggregate amount of INSERT the Amount Using Words U.S. dollars $INSERT the Amount Using Numbers for nonsudden accidental occurrences available upon presentation of a sight draft bearing reference to this Letter of Credit Number INSERT Letter of Credit Number, and a signed certificate reading as follows:

CERTIFICATE OF VALID CLAIM

The undersigned, as parties INSERT Name of Principal and INSERT Name of Principal and Address of Third-Party Claimant(s), hereby certify that the claim of bodily injury and/or property damage caused by a Choose an item. accidental occurrence arising from operations of INSERT Name of Principal’s hazardous waste treatment, storage, or disposal facility should be paid in the amount of $INSERT the Amount Using Numbers. We hereby certify that the claim does not apply to any of the following.

a. Bodily injury or property damage for which INSERT Name of Principal is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that INSERT Name of Principal would be obligated to pay in the absence of the contract or agreement.

b. Any obligation of INSERT Name of Principal under a workers' compensation, disability benefits, or unemployment compensation law or any similar law.

c. Bodily injury to:

 i. an employee of INSERT Name of Principal arising from, and in the course of, employment by INSERT Name of Principal; or

 ii. the spouse, child, parent, brother, or sister of that employee as a consequence of, or arising from, and in the course of employment by INSERT Name of Principal. This exclusion applies:

(a). whether INSERT Name of Principal may be liable as an employer or in any other capacity; and

(b). to any obligation to share damages with or repay another person who must pay damages because of the injury to persons identified in Clause K.1.c.i or ii of this Section.

d. Bodily injury or property damage arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, motor vehicle, or watercraft.

e. Property damage to:

 i. any property owned, rented, or occupied by INSERT Name of Principal;

 ii. premises that are sold, given away, or abandoned by INSERT Name of Principal if the property damage arises out of any part of those premises;

 iii. property loaned to INSERT Name of Principal;

 iv. personal property in the care, custody, or control of INSERT Name of Principal;

 v. that particular part of real property on which INSERT Name of Principal or any contractors or subcontractors working directly or indirectly on behalf of INSERT Name of Principal are performing operations, if the property damage arises out of these operations.

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Signature of Grantor

INSERT Name of Grantor

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Claimant(s)

INSERT Name of Claimant(s)

This Letter of Credit is effective as of Click here to enter a date. and shall expire on Click here to enter a date.,**DELETE BEFORE PRINTING: Date must be at least one year later** but such expiration date shall be automatically extended for a period of INSERT the Time Period the Letter of Credit is extended, which must be at least one year on Click here to enter a date. and on each successive expiration date, unless, at least 120 days before the current expiration date, we notify you, the administrative authority, and INSERT Owner’s or Operator’s Name by certified mail that we have decided not to extend this letter of credit beyond the current expiration date.

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.

In the event that this letter of credit is used in combination with another mechanism for liability coverage, this letter of credit shall be considered Choose an item..

We certify that the wording of this letter of credit is identical to the wording specified in LAC 33:V.3719.K as such regulations were constituted on the date shown immediately below.

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Signature(s)

 INSERT Name of Person Signing

 INSERT Title(s) of Official(s) of issuing insitiution(s)

Click here to enter a date.

This credit is subject to Choose an item..