

Kentucky Department for Environmental Protection Division of Waste Management Solid Waste Branch 300 Sower Boulevard, Second Floor Frankfort, KY 40601 (502) 564-6716  <b>Irrevocable Letter of Credit</b>	<i>FOR OFFICIAL USE ONLY. DO NOT WRITE IN THIS SPACE</i>
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<b>1. Agency Interest Number:</b>	
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<b>2. Permit Number (if applicable):</b>	
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<b>3. Issuer Information</b>
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Issuer Name:	Mailing Address:
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City:	State:	Zip Code:
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Contact Person:	Title:
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Email Address:	Phone Number: ( ) -	Cell Number (optional): ( ) -
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Letter of Credit Amount:	Irrevocable Letter of Credit Number:	Issue Date: - -
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<b>4. Applicant Information</b>
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Applicant Name:	Mailing Address:
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City:	State:	Zip Code:
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Contact Person:	Title:
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Email Address:	Phone Number: ( ) -	Cell Number: ( ) -
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<b>5. Facility Information</b>
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Facility Name:	Physical Address:
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City:	State:	Zip Code:
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<b>6. Irrevocable Letter of Credit</b>
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**Beneficiary:**  
 COMMONWEALTH OF KENTUCKY  
 Energy and Environment Cabinet  
 Division of Waste Management  
 300 Sower Boulevard, 2<sup>nd</sup> Floor  
 Frankfort, Kentucky 40601

IRREVOCABLE LETTER OF CREDIT NO: [REDACTED]

Director, Division of Waste Management:

We, [REDACTED], (*Issuer*) hereby open our Irrevocable Letter of Credit in your favor for the account of [REDACTED] (*Applicant*) for a sum or sums not exceeding a total of [REDACTED] dollars (\$ [REDACTED]) payable by your draft(s) on us at sight when accompanied by an Energy and Environment Cabinet Demand Letter purportedly signed by an authorized signer of beneficiary, the original of this Letter of Credit, and all original amendment(s), if any.

This Letter of Credit will expire on [REDACTED], however it is a condition of this Letter of Credit that it will be automatically extended for additional periods of one (1) year from expiry date hereof or the then-relevant expiry date unless thirty (30) days prior to that relevant expiry date, we notify you that we elect not to extend this Letter of Credit, whereupon you may elect either to obtain cash collateral by drawing your on-sight draft on us for an amount not to exceed the unused balance of this Letter of Credit, or to let the Letter of Credit expire. For the purposes of this Letter of Credit, our notice not to extend shall mean:

1. That we send our notification to you at the above-listed address by certified mail (return receipt requested) or overnight courier service dated not less than thirty (30) days prior to expiration; and
2. That, in the event, prior to fifteen (15) days before the then relevant expiry date, we have not received either your draft or your written notice that you do not intend to draw under this Letter of Credit, we will deliver our notification by certified mail or overnight courier service to obtain a receipt from: Director, Division of Waste Management, Energy and Environment Cabinet, or that official's designated representative, not less than five (5) days prior to the then-relevant expiry date. In the event we shall have failed to notify you as described above, this Letter of Credit shall be automatically extended for a period of one (1) year; and
3. That, in the event you draw your draft upon us in response to our notice not to extend, such draft need not be accompanied by an Order of Forfeiture. Drafts must be presented to us not later than the then-current expiry date. All drafts drawn under this credit shall state that they are "drawn under [REDACTED]" (*Letter of Credit ID #*), be dated, and associated with the facility Permit Number(s) or Agency Interest Number.

In the event we become unable to fulfill our obligations under the Letter of Credit for any reason, notice shall be given within one hundred twenty (120) days to the Applicant and Director, Division of Waste Management, at the address indicated in this Letter of Credit.

We hereby agree with the beneficiary of drafts drawn under and in compliance with the terms and conditions of this credit that such drafts will be duly honored on due presentation to the drawee on or before the expiry date hereof or any extended expiry date.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 revision) International Chamber of Commerce (Publication No. 600).

We further agree that unless expressly stated otherwise herein, the terms and obligations represented by this credit shall be governed by the Uniform Commercial Code of the Commonwealth of Kentucky and/or any other pertinent Kentucky law.

Litigation concerning this Letter of Credit shall be taken in Franklin Circuit Court, Commonwealth of Kentucky.

**7. Certification**

Name of Applicant:

Name of Issuer:

Name of Issuer Signatory:

Signature:

Title:

Date: / /

Subscribed and sworn to before me by

Notary public signature:

My commission expires: / /

**IMPORTANT NOTE:** All information submitted on this form will be subject to public disclosure to the extent provided by Kentucky law. Persons filing this form may make claims of confidentiality in accordance with 400 KAR 1:060.