Month Day, Year

Beneficiary:

Oregon Department of State Lands

775 Summer Street NE

Salem, Oregon 97301-1279

## IRREVOCABLE STANDBY LETTER OF CREDIT

Letter of Credit No.       (number). Amount $      (amount)

At the request and for the account of       (Permit Holder name, address, city, state, zip), we       (bank name) hereby establish, effective immediately, this Irrevocable Letter of Credit No.       (number) (“Letter of Credit”) in favor of the State of Oregon, by and through the Oregon Department of State Lands (“Beneficiary”) in the amount of $      (amount) (as such amount may be reduced from time to time by partial draws hereunder, the “Stated Amount”).

This Letter of Credit is being issued in connection with the Compensatory Wetland Mitigation Permit Number       (number) granted to       (Permit Holder), dated       (date), as may be amended from time to time.

This Letter of Credit is issued, presentable, and payable at our offices at       (bank address), and expires with our close of business on       (date) (the “Expiration Date”).

It is a condition of this Letter of Credit that it shall be automatically extended without amendment for successive one-year periods from the present or any future Expiration Date, unless we provide you with written notice of our election via registered mail or courier service not to renew this Letter of Credit at least sixty days before such Expiration Date.

Subject to the terms and conditions herein, funds under this Letter of Credit are available at sight against your draft drawn on us bearing upon its face the clause “Drawn under       (bank name) Letter of Credit Number       (number) dated       (date)” and accompanied by the following documents:

1. The original of the Letter of Credit and all subsequent amendments, if any; and
2. Your sight draft drawn on us (Exhibit A); and
3. A dated draw certificate signed by an official of the Oregon Department of State Lands on the Oregon Department of State Lands’ letterhead in the form of Exhibit B or C to this Letter of Credit.

Partial and multiple draws are permitted under this Letter of Credit, provided that the Stated Amount of this Letter of Credit shall be permanently reduced by the amount of each such draw.

This Letter of Credit may not be transferred nor any of the rights hereunder assigned. Any purported transfer or assignment shall be void.

      (bank name) agrees that a draft drawn and presented in conformity with the terms of this Letter of Credit will be duly honored upon presentation. If a draft made by Beneficiary does not conform to the terms and conditions of this Letter of Credit, we will give Beneficiary prompt notice that the demand for payment will not be effective. Such notice will include a statement or reasons for the denial. Upon being notified that the demand for payment was not in conformity with this Letter of Credit, Beneficiary may attempt to correct the nonconforming demand; provided, however, that any draft or document presented to correct such nonconforming demand must be provided on or before the Expiration Date.

This Letter of Credit sets forth in full our undertaking and such undertaking shall not in any way be modified, amended, amplified, or limited by reference to any documents, instruments, or agreements referred to herein, except only the exhibits referred to above; any such reference shall not be deemed to incorporate by reference any document, instrument, or agreement except for such exhibits.

This Letter of Credit shall be governed by the laws of the State of Oregon.

Sincerely,

      (authorized signatures)

      (printed or typed names and titles)

DOJ CEDS5229

Document1 Updated 12/30/2014

(This EXHIBIT A is an integral part of the irrevocable letter of credit number      .)

(Letterhead of beneficiary)

SIGHT DRAFT

      (Date)

      (Bank name)

      (Bank street address)

      (City, State, Zip)

 AT SIGHT, PAY TO THE ORDER OF: OREGON DEPARTMENT OF STATE LANDS

 THE SUM OF       U.S. DOLLARS

 DRAWN UNDER LETTER OF CREDIT NO.       (number)

DATED       (date)

 STATE OF OREGON, acting by and through the

 DEPARTMENT OF STATE LANDS, as Beneficiary

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (SIGNATURE)

 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (PRINTED)

 Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PAYMENT OF THE AMOUNT SPECIFIED IN THIS DRAFT SHOULD BE WIRE TRANSFERRED TO THE BENEFICIARY IN ACCORDANCE WITH THE FOLLOWING INSTRUCTIONS:

Draw Certificate---election not to extend)

(This EXHIBIT B is an integral part of the irrevocable letter of credit number      .)

(Letterhead of Beneficiary)

      (Date)

      (Bank name)

      (Bank street address)

      (City, State, Zip)

Attention: Loan Administration

 Drawn under       (Bank name) Irrevocable Standby Letter of Credit Number

 (number) dated       (Date of Letter of Credit)

Ladies and Gentlemen:

Any capitalized term used herein shall have the meaning defined for that term by the Letter of Credit.

The undersigned, the duly appointed and acting official of the Beneficiary, hereby certifies as follows:

1. Compensatory mitigation on Section       (section), Township       (township), Range

 (range),       (County) County, Oregon, is not in compliance with Permit No.       (ID number).

2. As a result of such breach of the Permit, the Beneficiary is entitled pursuant to the provisions of the

 Permit to make demand under the Letter of Credit in the amount of $      (amount).

3. The undersigned has concurrently presented to you its sight draft drawn in the amount specified in

 paragraph 2 above, which amount does not exceed the lesser of (a) the amount the Beneficiary is

 entitled to draw pursuant to the terms of the Permit, and (b) the Stated Amount as of the date hereof.

 The date of the sight draft is the date of this Certificate, which is not later than the Expiration Date.

DATED       (date).

 STATE OF OREGON, acting by and through the

 Department of State Lands, as Beneficiary

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­­­

 Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Draw Certificate—election not to extend)

(This EXHIBIT C is an integral part of the irrevocable letter of credit number      .)

(Letterhead of Beneficiary)

      (Date)

      (Bank name)

      (Bank street address)

      (City, State, Zip)

Attention: Loan Administration

 Drawn under       (Bank name) Irrevocable Standby Letter of Credit Number

 (number) dated       (Date of Letter of Credit)

Ladies and Gentlemen:

Any capitalized term used herein shall have the meaning defined for that term by the Letter of Credit.

The undersigned, the duly appointed and acting official of the Beneficiary, hereby certifies as follows:

1.       (bank) has heretofore provided written notice to the Beneficiary of the Bank’s intent not to

 renew the Letter of Credit following the present Expiration Date thereof.

2. As a result of such notice, the Beneficiary is entitled pursuant to the provisions of the Permit to

 make demand under the Letter of Credit in the amount of $      (amount).

3. The undersigned has concurrently presented to you its sight draft drawn in the amount specified in

 paragraph 2 above, which amount does not exceed the lesser of (a) the amount the Beneficiary is

 entitled to draw pursuant to the terms of the Permit, and (b) the Stated Amount as of the date hereof.

 The date of the sight draft is the date of this Certificate, which is not later than the Expiration Date.

DATED       (date).

 STATE OF OREGON, acting by and through the

 Department of State Lands, as Beneficiary

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­­­

 Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_