Irrevocable Standby Letter of Credit

Name and Address of Issuing Institution

Director

Arkansas Department of Environmental Quality

5301 Northshore Drive

North Little Rock, Arkansas 72118-5317

Dear Sir:

We hereby establish our Irrevocable Standby Letter of Credit No.       in the favor of any and all third-party liability claimants, at the request and for the account of owner's or operator's name and address for third-party liability awards or settlements up to in words U.S. dollars $       per occurrence and the annual aggregate amount of in words U.S. dollars $      , for sudden accidental occurrences and/or for third-party liability awards or settlements up to the amount of in words U.S. dollars $       per occurrence, and the annual aggregate amount of in words U.S. dollars $      , for nonsudden accidental occurrences available upon presentation of a sight draft, bearing reference to this letter of credit No.      , and (1) a signed certificate reading as follows:

**Certification of Valid Claim**

The undersigned, as parties Principal and name and address of third party claimant(s), hereby certify that the claim of bodily injury Choose an item. property damage caused by a Choose an item. accidental occurrence arising from operations of principal's hazardous waste treatment, storage, or disposal facility should be paid in the amount of $     . We hereby certify that the claim does not apply to any of the following:

1. Bodily injury or property damage for which 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 Principal would be obligated to pay in the absence of the contract or agreement.
2. Any obligation of Principal under a workers’ compensation, disability benefits, or unemployment compensation law or any similar law.
3. Bodily injury to:
4. An employee of Principal arising from, and in the course of, employment by Principal; or
5. The spouse, child, parent, brother or sister of that employee as a consequence of, or arising from, and in the course of employment by Principal.

This exclusion applies:

1. Whether Principal may be liable as an employer or in any other capacity; and
2. To any obligation to share damages with or repay another person who must pay damages because of the injury to persons identified in paragraphs (1) and (2).
3. Bodily injury or property damage arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, motor vehicle, or watercraft.
4. Property damage to:
5. Any property owned, rented, or occupied by Principal;
6. Premises that are sold, given away or abandoned by Principal if the property damage arises out of any part of those premises;
7. Property loaned to Principal;
8. Personal property in the care, custody or control of Principal;
9. That particular part of real property on which Principal or any contractors or subcontractors working directly or indirectly on behalf of Principal are performing operations, if the property damage arises out of these operations.

Principal

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

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

Claimant(s)

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

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Or (2) a valid final court order establishing a judgment against the principal for bodily injury or property damage caused by a sudden or nonsudden accidental occurrence arising from operation of the principal’s facility or group of facilities.

This letter of credit is effective as of Click here to enter a date. and shall expire on Click here to enter a date., but such expiration date shall be automatically extended for a period of Choose an item. 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 ADEQ Director, and owner's or operator's 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.

We certify that the wording of this letter of credit is identical to the wording specified in APC&EC Regulation No. 23 § 264.151(k) as such regulations were constituted on the date shown immediately below.

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Signature

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

Title

Click here to enter a date.

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Signature

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

Title

Click here to enter a date.

This credit is subject to Choose an item..