

CDD Letter of Credit

<REPLACE FORM NAME WITH COMPANY LETTERHEAD>

<Licensing Authority>

<Address Line 1>

<Address Line 2>

<City, State, Zip>

Dear Sir or Madam:

Pursuant to the requirements of the letter of credit financial assurance mechanism, the following information is provided:

Owner or Operator of Construction and Demolition Debris Facility

Name: _____
Address: _____ Phone: () - _____
City: _____ State: _____ Zip: _____ - _____

Name and Address for Each Construction and Demolition Debris Facility Guaranteed by this Letter of Credit

(attach additional pages as needed)

Name: _____
Address: _____ Phone: () - _____
City: _____ State: _____ Zip: _____ - _____

Letter of Credit

Letter of Credit Number _____

Lending Institution _____

Date of Letter of Credit / / _____

Final Closure: \$ _____

Post-Closure Care: \$ _____

Total Amount Assured by Letter of Credit: \$ _____

Owner/Operator Signature _____

Name _____ Title _____

CDD Irrevocable Standby Letter of Credit

<REPLACE FORM NAME WITH BANK LETTERHEAD>

Dear Sir or Madam,

We hereby establish our irrevocable standby letter of credit no. _____ in your favor, at the request and for the account of *(owner/operator name and address)*:

up to the aggregate amount of _____
(dollar amount written out)

U.S. dollars (\$ _____), available upon presentation of

(1) Your sight draft, bearing reference to this letter of credit no. _____ and,

(2) Your signed statement reading as follows: "I certify that the amount of the draft is payable pursuant to regulations issued under the authority of Chapter 3714. Of the Revised Code as amended."

This letter of credit is effective as of _____ / _____ / _____ and will expire on _____ / _____ / _____
(at least one year later than effective date)

but such expiration date will be automatically extended for a period of _____ / _____ / _____ on
(at least one year after expiration)

_____ / _____ / _____ and on each successive expiration date, unless, at least 120 days prior to the current expiration date, we notify both you and _____
(owner/operator)

by certified mail that we have decided not to extend this letter of credit beyond the current expiration date. In the event that you are so notified, any unused portion of the credit will be available upon presentation of your sight draft for 120 days after the first day of receipt by both you and _____
(owner/operator)

as evidenced by the return receipts. Whenever this letter of credit is drawn under and in compliance with the terms of this credit, we will duly honor such draft upon presentation to us, and we will deposit the amount of the draft directly into the standby trust fund by _____ in accordance with your instructions.
(owner/operator)

We certify that the wording of this letter of credit is identical to the wording specified in paragraph (D) of rule 3745-400-14 of the Administrative Code as such rule was constituted on the date shown immediately below.

Signature(s) of officials of issuing institution _____

Date _____ / _____ / _____

This credit is subject to the most recent edition of the Uniform Customs and Practice for Documentary Credits published by the International Chamber of Commerce
 the Uniform Commercial Code

[Comment: In the event that the owner or operator ceases to exist, any unused portion of the credit will be available for the 120 day period after the date of receipt by the director, as evidenced by the return receipt.]