

COMMERCIAL INSTITUTION LETTERHEAD

IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

ISSUED IN (CITY), (STATE), USA ON (DATE).

APPLICANT:
NAME:
ADDRESS:
CITY, STATE, ZIP
TELEPHONE NO.

BENEFICIARY:
LOUISIANA PUBLIC SERVICE COMMISSION
Post Office Box 91154
Baton Rouge, Louisiana 70821-9154

APPLICANT'S BANK:
NAME:
ADDRESS:
CITY, STATE, ZIP
TELEPHONE NO.

AMOUNT: USD***\$50,000
WRITTEN AMOUNT

DATE AND PLACE OF EXPIRY
DATE ISSUED

We hereby establish our Irrevocable Letter of Credit in favor of the Louisiana Public Service Commission, State of Louisiana at the request of and for the account of (*Company Name*), for an amount or amounts not to exceed Fifty Thousand and 00/100 Dollars (\$50,000.00).

This Letter of Credit is subject to the following terms and conditions:

1. Effective Date: January ____, 20XX
Expiration Date: January ____, 20XX subject to the automatic extensions discussed below.
2. This Letter of Credit is available by sight draft(s) drawn on us and marked "Drawn under (*Bank Name, Point of Contact to include Phone No. and Fax No.*), letter of Credit No. _____, dated (*Mo/Day/Yr.*)"
3. This Letter of Credit is established for the use and benefit of the Commission by reasons of (*Company Name*) failure to comply with the provisions of La. R.S. 45:844.11-15 or Louisiana Public Service Commission Do Not Call General Order. The following statement signed by an authorized designee of the Commission must accompany the sight draft:

(Company Name) has not complied with the terms, conditions, provisions and requirements of the Telephone Solicitation Relief Act of 2001, La. R.S. 45:844.11 through La. R.S. 45:844.15 and regulations as stated in Louisiana Public Service Commission Do Not Call General Order on Telephone Solicitation, as adopted by the Louisiana Public Service Commission. The Louisiana Public Service Commission therefore requests the payment of _____.”

4. It is a condition of this Letter of Credit that it will be automatically extended for periods of one (1) year each from the present or any future expiration date, unless we (1) notify the State of Louisiana, Louisiana Public Service Commission, located at the Galvez Building, 602 North 5th Street, Baton Rouge, Louisiana 70825 in writing by registered mail at least ninety (90) days prior to such expiration date that we elect not to further extend this Letter of Credit.
5. Except as stated above, no modifications or revocations may be made by the undersigned to this Letter of Credit without the express written approval of the Commission or their designee. This Letter of Credit is neither negotiable nor assignable.
6. Partial drawings are permitted.
7. We hereby agree that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored on due presentation and delivery of documents, which may be done by first class mail, facsimile, in person, or by any other reasonable business practice, on or prior to the expiration, or any extension thereof, of this Letter of Credit.
8. Except as otherwise stated herein, this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision) International Chamber of Commerce Publication No. 500, and any subsequent revisions thereof approved by a congress of the International Chamber of Commerce and adhered to by us.

By: _____

Signature

Print Name/Print Title