

**IRREVOCABLE COMMERCIAL LETTER OF CREDIT**  
**OAC 165:10-1-13**

*(TYPE OR PRINT USING BLACK INK)*

**\*Required Surety Amount per Well Count:**

**0-10 Wells: \$25,000**  
**11-50 Wells: \$50,000**  
**51-100 Wells: \$100,000**  
**101+ Wells: \$150,000**

**\*Operator Number:** \_\_\_\_\_ **\*Letter of Credit #:** \_\_\_\_\_ **\*Effective Date of Letter of Credit:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Beneficiary: Oklahoma Corporation Commission**

**\*Name of Operator:** \_\_\_\_\_

**\*Name of Bank:** \_\_\_\_\_

**\*Bank Mailing Address:** \_\_\_\_\_ **\*City:** \_\_\_\_\_ **\*State:** \_\_\_\_\_ **\*Zip:** \_\_\_\_\_

**\*Bank Contact Person:** \_\_\_\_\_ **\*Bank Telephone Number:** \_\_\_\_\_

**Bank Email Address:** \_\_\_\_\_

We hereby authorize you to draw upon the banking institution stated above by order and for the account of the above-named operator up to an amount not exceeding \*\$\_\_\_\_\_ available by your written demand or draft on ourselves at sight for 100% of amount in and accompanied by a formal order of the Oklahoma Corporation Commission entered pursuant to and in aid of the enforcement of the Commission. This obligation may be terminated prior to the Maturity Date (as hereinafter defined) upon a one hundred eighty (180) day notice in writing to the Surety Department and evidence furnished of acceptable alternate surety if required by OAC 165:10-1-10, OAC 165:10-1-13, and Okla. Stat. Tit. 52 § 318.1, or as the rules or statute may be amended, and your signed agreement to such termination. Such termination is not effective until this obligation is released by the Surety Department of the Oklahoma Corporation Commission.

This Letter of Credit matures on \*\_\_\_\_\_ (this date, and any automatically extended maturity date, being the "Maturity Date"). It is a condition of this Letter of Credit that it shall be automatically extended without amendment for additional periods, each of one year in duration. If for any reason we determine that this Letter of Credit shall not be extended, we hereby agree to send the Corporation Commission written notice of our election not to extend by certified mail, return receipt requested, or by overnight courier at least one hundred eighty (180) days prior to the then Maturity Date. Upon receipt by the Corporation Commission of our notice of election not to extend, you may draw hereunder by your written demand. This Letter of Credit shall not be terminated until such termination is approved in writing by the Oklahoma Corporation Commission.

This Letter of Credit cannot be modified or terminated prior to the Maturity Date without prior consent from the Corporation Commission. In no event will obligations of multiple Letters of Credit securing the same Operator be cumulative or in excess of the total aggregate sum of \*\$\_\_\_\_\_.

Except as otherwise expressly stated herein, this Letter of Credit shall be governed by and construed in accordance with the laws of the State of Oklahoma and is subject to the Uniform Customs and Practices for Documentary Credits, International Chamber of Commerce Brochure No. 600 (UCP) in effect on the date of issuance of this Letter of Credit. In the event of any conflict between Oklahoma law and the UCP, Oklahoma law shall prevail. Venue for any action necessary to interpret or enforce this Letter of Credit shall lie in Oklahoma County, Oklahoma.

We hereby agree with the beneficiary that all demands or drafts drawn under and in compliance with the terms of the Letter of Credit will be duly honored upon presentation to the issuing bank by mail at the physical address or by email to an authorized bank representative.

**\*Witness our hands and seals this** \_\_\_\_\_ **day of** \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
**\*President/Vice President of Bank**

\_\_\_\_\_  
**\*Authorized Bank Representative**

**Letter of Credit must be executed by at least one authorized individual as designated by the banking institution. If the bank has a list of those representatives, please attach the list to the original of this Letter of Credit upon submission.**