

Oregon Approved Irrevocable Letter of Credit

Letter of Credit No.: _____

Bank name: _____

Date of Issuance: _____ / _____ / _____

Street address: _____

City, State, ZIP: _____

Insurance Commissioner
State of Oregon
P.O. Box 14480
Salem, OR 97309-0405

To the Oregon Insurance Commissioner:

1. We hereby establish our IRREVOCABLE LETTER OF CREDIT in your favor for the account of _____ up to the aggregate amount of _____ available by your draft(s) drawn on us, at sight, bearing the number of this IRREVOCABLE LETTER OF CREDIT No. _____. This IRREVOCABLE LETTER OF CREDIT shall expire at our Letter of Credit Department, (*street address, city, state, zip*) _____ at our close of business on _____ / _____ / _____ unless as hereinafter extended.

2. This IRREVOCABLE LETTER OF CREDIT is issued pursuant to the provisions of Oregon Laws 2012, Chapter 84, Section 8(3), and on behalf of the above mentioned (*name of captive*) _____, which is applying for a certificate of authority to engage in the insurance business in the State of Oregon as a captive insurance company. We understand and agree that (*name of captive*) _____ has no obligation to reimburse us and we have no right of set off against any funds held by us for (*name of captive*) _____ in the event this IRREVOCABLE LETTER OF CREDIT is drawn down, in whole or in part. By issuing this IRREVOCABLE LETTER OF CREDIT, we waive any common law, statutory or contractual right of reimbursement or set off against (*name of captive*) _____ that may arise in the event this IRREVOCABLE LETTER OF CREDIT is drawn down, in whole or in part.

3. It is a condition of the IRREVOCABLE LETTER OF CREDIT that it shall be automatically extended for additional periods, each of one year, unless at least ninety (90) calendar days prior to the then relevant expiration date we have advised you in writing that we elect not to extend. In that event, you may draw hereunder on or prior to the then relevant expiration date, up to the full amount then available hereunder, against your sight draft(s) on us, bearing the number of this IRREVOCABLE LETTER OF CREDIT.

4. It is a further condition of this IRREVOCABLE LETTER OF CREDIT that each automatic extension shall be measured from the then relevant expiration date, even though such date is not a business day for this Bank. It is also a condition of this IRREVOCABLE LETTER OF CREDIT that, for the purpose of drawing hereunder, if the then relevant expiration date is a non-business day for our Bank, drawing may be made no later than our next immediately following business day.

5. This IRREVOCABLE LETTER OF CREDIT sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, or amplified by reference to any note, document, instrument, statute, regulation, or agreement referred to herein or in which this IRREVOCABLE LETTER OF CREDIT is referred to or which IRREVOCABLE LETTER OF CREDIT relates, and any such reference shall not be deemed to incorporate herein by reference any note, document, instrument, statute, regulation, or agreement.

6. Each sight draft so drawn and presented shall be promptly honored by us if presented on or prior to the above stated expiration date or any extension thereof as above provided. Presentation under this IRREVOCABLE LETTER OF CREDIT must be made at _____ located at _____, during normal banking hours.

7. Unless otherwise expressly stated, this credit is subject to the Uniform Customs and Practices for Commercial Documentary Credits published by the International Chamber of Commerce, ICC Publications No. 600 (2007) and to the laws of the State of Oregon. In the event of any conflict between them, the laws of the State of Oregon will control.

Very truly yours,