

Acceptable Form for  
**IRREVOCABLE LETTER OF CREDIT<sup>1</sup>**

LETTER OF CREDIT AMOUNT: \$100,000.00

ISSUE DATE: \_\_\_\_\_

EXPIRATION DATE: \_\_\_\_\_

BENEFICIARY: *The Department of Financial Services on behalf of a prevailing party in an action for damages sustained under the Florida Construction Materials Mining Activities Administrative Recovery Act, Sections 552.32-.44, F.S., if any person referred to in paragraph (a) fails to pay damages awarded within 30 days after a final order awarding damages is issued by an administrative law judge of the Division of Administrative Hearings, or within 30 days after the entry of an appellate mandate affirming a final order awarding damages.*

APPLICANT: \_\_\_\_\_

We \_\_\_\_\_ (name of financial institution) hereby open our clean, irrevocable letter of credit in your favor for the account of the above mentioned Applicant in the aggregate of USD\$100,000.00, available by payment at our counters when accompanied by the following:

1. A draft drawn at sight on \_\_\_\_\_ (name of financial institution) and duly endorsed on its reverse side thereof by the Beneficiary or its assigns or transferees specifically referencing this letter of credit number.
2. The original letter of credit.
3. A certified copy of a judgment awarding damages from an administrative law judge of the Division of Administrative Hearings under the Florida Construction Materials Mining Activities Administrative Recovery Act, Sections 552.32-.44, F.S., or a certified copy of an appellate court mandate affirming such a judgment, together with an affidavit from an authorized department representative that such judgment has not been paid, constitutes sufficient evidence to satisfy the condition of the undertaking for payment under the Letter.

Therefore, we demand payment of \$ \_\_\_\_\_ (USD) under \_\_\_\_\_ letter of credit number \_\_\_\_\_.

We hereby agree with you that draft(s) drawn under and in compliance with the terms and conditions of this credit shall be duly honored if presented at our offices located at \_\_\_\_\_ on or before the expiration date or any extended date thereof, if applicable.

However, this letter of credit shall not be extended beyond \_\_\_\_\_, 20\_\_\_\_, which will be considered the final expiration date. Any reference to a final expiration date does not imply that \_\_\_\_\_ (name of financial institution) is obligated to extend this credit beyond the initial expiration date or any extended date thereof.

This letter of credit is transferable from the Department of Financial Services to the department's transferee.

This letter of credit specifically authorizes recovery by the Department of Financial Services on behalf of a prevailing party in an action for damages sustained under the Florida Construction Materials Mining Activities Administrative Recovery Act, Sections 552.32-.44, F.S., in the event that the applicant for the Letter fails to pay damages awarded within 30 days after a final order awarding damages is issued by an administrative law judge of the Division of Administrative Hearings, or within 30 days after entry of an appellate mandate affirming a final order awarding damages.

This letter of credit is perpetual.

Payment for this letter of credit shall be made to the Department of Financial Services but this credit is assignable and transferable from the Department of Financial Services to the Department's assignee or transferee."

This letter of credit is payable on or before the seventh day after presentation of a document evidencing satisfaction of the conditions for payment.

This letter is payable on or before the seventh day after presentation of a document evidencing satisfaction of the condition of the undertaking

This letter is governed by the laws of the State of Florida.

Venue for any cause of action brought under this letter in state court shall lie in the circuit court of the Second Judicial Circuit of Florida, in and for Leon County, and, if an action is brought under the laws of the United States of America, venue shall lie in the United States District Court for the Northern District of Florida, Tallahassee Division.

Once issued, this letter of credit may not be altered or amended in any manner except with the written approval of the Department of Financial Services.

**NOTE: ADDITIONAL PROVISIONS MAY BE INSERTED  
PROVIDED THEY DO NOT CONFLICT WITH,  
CONTRAVENE, OR NULLIFY THE REQUIRED  
PROVISIONS CONTAINED ABOVE.**

<sup>1</sup> This form is neither required nor solicited by the Department of Financial Services; however, if this form is used, it will comply in all respects with the applicable Florida Statutes and the Department of Financial Services rules and will expedite processing.