

**Irrevocable Letter Of Credit
Water Well Driller or Contractor**

Director, EPD, DNR State of Georgia

Dear Director Couch:

We hereby establish our irrevocable letter of credit number _____ in your favor, at the request of JOHN DOE D/B/A JOHN DOE WATER WELLS AND ANY AND ALL EMPLOYEES, OFFICERS AND PARTNERS in the amount of \$20,000.00 available upon presentation by you, or any Environmental Protection Division ("Division") employee acting under your authority, of:

- (1) Your sight draft, or demand for payment, bearing reference to this letter of credit number.
- (2) Your signed statement reading as follows: "I certify that the amount of the draft is payable pursuant to the Water Well Standards Act of 1991, O.C.G.A. § 12-5-135 et seq., and the regulations issues pursuant thereto."

Unless sooner canceled, the term of this letter of credit shall be two (2) years, which shall commence on [Date] and expire on 06/30/2011, provided that the credit established by this letter shall be available for payment of claims relating to wells commenced during the term of this letter, upon presentation of your site draft or demand for payment for (2) years after expiration of said term or cancellation.

This letter of credit may be canceled if:

- (1) JOHN DOE D/B/A JOHN DOE WATER WELLS AND ANY AND ALL EMPLOYEES, PARTNERS AND OFFICERS ceases to do business in Georgia; or
- (2) We serve notice of cancellation upon both you and JOHN DOE D/B/A JOHN DOE WATER WELLS AND ANY AND ALL EMPLOYEES, PARTNERS AND OFFICERS by certified mail at least 120 days before cancellation is to become effective.

The issuer of this letter of credit is required to immediately notify the Director of EPD if the letter of credit is canceled.

The credit established by this letter and our obligation to pay same shall not be affected by the receivership, bankruptcy or insolvency of debtor or the attachment of his property. Nor shall this letter of credit or obligation to pay same be affected by any security agreement or other agreement between JOHN DOE, D/B/A JOHN DOE WATER WELLS AND ANY AND ALL EMPLOYEES, OFFICERS AND PARTNERS and our bank.

Whenever this letter of credit is drawn on under and in compliance with the terms of this credit, we shall duly honor such draft upon presentation to us, and we shall pay the amount of the draft directly to you, as Director of the Division or in accordance with your instructions.

This letter of credit is subject to the uniform customs and practice for documentary credit pursuant to the Uniform Commercial Code.

Sincerely,