



U.S. DOLLAR LETTER OF CREDIT

Applicant: [Subscriber Name]  
Type of Positions:  
Amount:  
Expiry Date: (Must be Last Business Day of Calendar Quarter)

onExchange Clearing Corporation  
1601 Trapelo Road  
Waltham, MA 02451

Dear Sir(s):

We hereby establish in your favor, effective immediately, our irrevocable Letter of Credit No. \_\_\_\_\_ which is available for payment (a) upon presentation to us at our office at [insert name and address of office<sup>1</sup>] of your telephone or panafax advice of demand to the attention of \_\_\_\_\_ at telephone and/or panafax number \_\_\_\_\_ and presentation to us by tested telex of: (i) your written demand for payment containing the text of Exhibit I and (ii) your statement containing the text of Exhibit II. Funds may be drawn under this Letter of Credit, from time to time, in one or more drawings, in amounts not exceeding in the aggregate the amount specified above.

Upon presentation to us in conformity with the foregoing, we will, within 60 minutes after such presentation (unless such presentation occurs after 3:00 p.m. New York City time on the day of such presentation, in which event payment will be made within 60 minutes after the opening of business at the office specified above on the next business day), but without any other delay whatsoever, irrevocably and with reserve or condition: (a) if the office set forth above for presentation is in New York City<sup>2</sup>, pay to your order in the account at the bank designated by you in the demand, the full amount demanded by you in same-day funds which are immediately available to you, or (b) if the office set forth above for presentation is not in New York City, issue payment instructions to the Federal Reserve wire transfer system in proper form to transfer to the account at the bank designated by you in the demand, the full amount demanded by you in same-day funds which are immediately available to you in New York City. We agree that if, on the expiration date of this Letter of Credit, the office specified above is not open for business, this Letter of Credit will be duly honored if the specified statements are presented by you within three (3) full banking days after such office is reopened for business.

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<sup>1</sup> Note to issuer: The L/C must be payable in the continental U.S.

<sup>2</sup> This L/C form assumes that the clearing and settlement bank will be located in New York City.

Payment hereunder shall be made regardless of: (a) any written or oral direction, request, notice or other communication now or hereafter received by us from the Applicant or any other person except you, including without limitation any communication regarding fraud, forgery, lack of authority or other defect not apparent on the face of the documents presented by you, but excluding solely an effective written order issued otherwise than at our instance by a court of competent jurisdiction which order is legally binding upon us and specifically orders us not to make such payment; (b) the solvency, existence or condition, financial or other, of the Applicant or any other person or property from whom or which we may be entitled to reimbursement for such payment; and (c) without limiting clause (b) above, whether we are in receipt of or expect to receive funds or other property as reimbursement in whole or in part for such payment. We agree that we will not take any action to cause the issuance of an order described in clause (a) of the preceding sentence. We agree that the time set forth herein for payment of any demand(s) for payment is sufficient to enable us to examine such demand(s) and the related document(s) referred to above with care so far as to ascertain that on their face they appear to comply with the terms of this credit and that if such demand(s) and document(s) on their face appear to so comply, failure to make any such payment within such time shall constitute dishonor of such demand(s) and this credit.

The stated amount of this Letter of Credit may be increased or decreased, and the expiry date of this Letter of Credit may be extended, by an amendment to this Letter of Credit. Any such amendment shall become effective only upon acceptance by you.

You shall not be bound by any written or oral agreement of any type between us and the Applicant or any other person relating to this credit, whether now or hereafter existing.

We hereby engage with you that your demand(s) for payment in conformity with the terms of this credit will be duly honored as set forth above. All fees and other costs associated with the issuance of and any drawing(s) against this Letter of Credit shall be for the account of the applicant.

Yours faithfully,

\_\_\_\_\_  
(name of issuing bank)

By \_\_\_\_\_

Title: \_\_\_\_\_

DEMAND FOR PAYMENT

Re: Irrevocable Documentary Letter of Credit

No. \_\_\_\_\_ Dated \_\_\_\_\_, 20\_\_

Gentlemen:

Demand is hereby made upon you for payment to us of \$\_\_\_\_\_ by deposit to our account no. \_\_\_\_\_ at [name of bank]. This demand is made under, and is subject to and governed by, your Irrevocable Documentary Letter of Credit No. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_, in the amount of \$\_\_\_\_\_ established by you in our favor for the account of \_\_\_\_\_ as the Applicant.

DATED: \_\_\_\_\_, 20\_\_.

ONEXCHANGE CLEARING CORPORATION

By \_\_\_\_\_

As Its \_\_\_\_\_

Except so far as otherwise expressly stated herein, this documentary credit is subject to the "Uniform Customs and Practices for Documentary Credits," International Chamber of Commerce, in effect on the date of issuance of this credit.

Yours faithfully,

\_\_\_\_\_  
(name of issuing bank)

By \_\_\_\_\_

Title: \_\_\_\_\_

STATEMENT

Re: Your Irrevocable Documentary Letter of Credit

No. \_\_\_\_\_ Dated \_\_\_\_\_, 20

Gentlemen:

Reference is made to your Irrevocable Documentary Letter of Credit No. \_\_\_\_\_, dated \_\_\_\_\_, 20, in the amount of [ISO Currency Code] \_\_\_\_\_ established by you in our favor for the account of \_\_\_\_\_.

We hereby certify to you that [ISO Currency Code] \_\_\_\_\_ is due and owing to us by the Applicant.

DATED: \_\_\_\_\_, 20.

ONEXCHANGE CLEARING CORPORATION

By \_\_\_\_\_

As Its \_\_\_\_\_