

IRREVOCABLE STANDBY LETTER OF CREDIT

Letter of Credit Number _____

Issue Date _____

To : The Director of Employment Standards
Ministry of Labour
400 University Ave
9th Floor
Toronto, Ontario
M7A 1T7

We, the _____ (either "**We**" or the "**Bank**") hereby issue to and in your favour our Irrevocable Standby Letter of Credit for the account of _____ (the "**Customer**") for an amount not to exceed _____ (\$) _____) in lawful money of Canada.

This Letter of Credit is given for the obligations the Customer under the _____ and any successor legislation (the "**Statute**").

You are authorized, subject only to the terms of this Letter of Credit, to draw on the Bank from time to time and at any time, in the event that you require payment under this Letter of Credit. We shall issue payment without enquiring whether you have a right as between yourself and the Customer to make such demand, and without recognizing any claims of the Customer or other remedies available to you at any time and from time to time.

All drawing requests under this Letter of Credit shall be made by a written demand for payment by you that shall state the Letter of Credit No. and Issue Date. The Provincial Coordinator or Manager, Employment Practices for the Ministry of Labour is duly authorized to sign the written demand by and for you.

We shall honour your demand for payment not later than the second business day following receipt of the written demand for payment, provided the drawing request is presented at the address of the Bank stated above before 5 p.m. on the date this Letter of Credit expires. All drawings shall be made payable to the "Director of Employment Standards in Trust".

Partial drawings are permitted under this Letter of Credit up to the full amount of this Letter of Credit.

This Letter of Credit is transferable in its entirety to your successors and assigns.

This Letter of Credit will expire on _____, but shall be deemed to be automatically extended without any formal amendment or notice to that effect, from year to year for successive periods of one year each from the present or any future expiration date hereof, unless not less than ninety days prior to the present or any future expiration, We shall notify you in writing, by prepaid registered mail. The notice shall state that the Bank elects not to renew this Letter of Credit beyond its current expiry. Upon receipt by you of such notice you may draw before 5 p.m. on the current expiry date the full amount hereunder by the written demand for payment.

Notwithstanding any reference in this Letter of Credit to other documents, statutes, instruments or agreements or references in such other documents, instruments or agreements to this Letter of Credit, this Letter of Credit contains this entire agreement among the Bank, you and the Customer relating to the obligations of the Bank hereunder. We acknowledge and agree that this Letter of Credit is irrevocable.

Except as far as otherwise expressly stated herein, this Letter of Credit is subject to the International Standby Practices ("**ISP98**"), International Chamber of Commerce publication No. 590. This Letter of Credit shall also be governed by and construed in accordance with the laws of the Province of Ontario and the applicable laws of Canada except to the extent that such laws are inconsistent with the ISP98.

AUTHORIZED SIGNATURE

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