

<BANK LETTERHEAD>

Date: **<DATE>**

Issued By: **<NAME AND COMPLETE ADDRESS OF BANK>**

Beneficiary: Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711

Applicant: **<NAME AND COMPLETE ADDRESS OF SERVICE CONTACT PROVIDER APPLICANT>**

Irrevocable Letter of Credit Number: **<NUMBER>**

Amount: **<\$ AMOUNT>**

Effective Date: **< DATE>**

Expiration Date: **<DATE>**, or any automatically extended period thereafter.

We hereby issue our irrevocable letter of credit number **<NUMBER>** in your favor for the account of **<NAME OF SERVICE CONTACT PROVIDER APPLICANT>** for a sum not to exceed **<\$ AMOUNT>**.

This irrevocable letter of credit is given as security for the benefit of a party who may suffer damages resulting from the failure of **<NAME OF SERVICE CONTACT PROVIDER APPLICANT>** to meet or perform its obligations under Texas Occupations Code, Chapter 1304, or the rules or regulations pertaining thereto.

We will honor your draft at sight drawn on **<NAME OF BANK>** in an amount not to exceed **<\$ AMOUNT>** in the aggregate. Drafts hereunder must be marked "Drawn Under Irrevocable Letter of Credit No. **<NUMBER>**", and must be accompanied by a written statement from you stating that **<NAME OF SERVICE CONTACT PROVIDER APPLICANT>** failed to meet or perform its obligations under Texas Occupations Code, Chapter 1304, or the rules or regulations pertaining thereto. Such statement is to be signed by an authorized official of the Beneficiary.

It is a condition of this irrevocable letter of credit that it shall be automatically extended without amendment for an additional period of one (1) year from the original expiration date and each future expiration date, unless at least sixty (60) days prior to the then current expiration date, we send notice in writing to you that we elect not to automatically extend this irrevocable letter of credit for an additional one (1) year period. Notification will be sent to the Beneficiary at the address above and to the attention of "Compliance Division--Service Contract Providers Program."

We agree that we shall have no duty or right to inquire as to the basis upon which Beneficiary has determined to present to us any draft under this irrevocable letter of credit. Any draft(s) drawn under and in compliance with the terms and conditions of this irrevocable letter of credit will be duly honored. Multiple and partial drafts are permitted, not to exceed the aggregate amount of this irrevocable letter of credit.

Drafts on the irrevocable letter of credit shall be submitted to: **<NAME, ADDRESS AND PHONE
NUMBER OF CONTACT PERSON AT THE BANK.>**

Signature of Authorized Bank Official

Title of Authorized Bank Official

Printed Name of Authorized Bank Official

Date