IRREVOCABLE STANDBY LETTER OF CREDIT
(NB Reg. 82-109, paragraph 16(3)(*f*) under the
Crown Construction Contracts Act, R.S.N.B. 2014, c.105)

Place of Issue: _____

Date of Issue: _____

Letter of Credit Reference No. _____

Beneficiary: Her Majesty the Queen in right of the Province of New Brunswick as represented by: **(Department/Agency/Board)**	**Applicant:** **(Name)**

Beneficiary:
Her Majesty the Queen in right of the
Province of New Brunswick as
represented by:
(Department/Agency/Board)

_____
_____

(Address)

_____
_____

Applicant:
(Name)

_____
_____

(Address)

_____
_____

Amount: CAD (Figures)

_____

(Words)

_____ Canadian Dollars

Date of Expiry: _____
　　　　　　　　　　　　　DD/MM/YYYY

We, **(Lending Institution)**_____, **(Lending Institution Address)**_____ (the "Lending Institution"), at the request of the above-mentioned Applicant, hereby issue in favour of Her Majesty the Queen in right of the Province of New Brunswick, _____**(the "Beneficiary")** this irrevocable standby letter of credit for the above-mentioned amount.

This standby letter of credit is available for payment against presentation to the Lending Institution at its above-noted address of the Beneficiary's dated written demand addressed to the Lending Institution, signed by the Beneficiary and completed as follows: "We, the undersigned Her Majesty the Queen in right of the Province of New Brunswick, **(Beneficiary)**_____ _____hereby demand payment of **the sum of** CAD _____ _____(Canadian Dollars) under **(Lending Institution)**_____ **Standby Letter of Credit No.**_____ and certify that the amount demanded herein is due and payable to us by **(Name of Applicant)** _____ in connection with a default of the terms and conditions of our **Contract No.** _____ dated _____ with respect to **(indicate type of work)** _____ **located at** _____ and the amount demanded represents funds required by us to correct such default".

Partial drawings are permitted.

This standby letter of credit shall be reduced automatically, by the amount of each drawing paid hereunder and/or by amendment, by the amount of reduction that may be authorized by the Beneficiary from time to time by their written request, signed by the Beneficiary and given to the Lending Institution.

The Lending Institution hereby agrees that it will honour the Beneficiary's demand for payment, presented in compliance with the terms of this standby letter of credit, without inquiring whether the Beneficiary has a right as between itself and the Applicant to make such demand, and without recognizing any claim of the said Applicant.

This standby letter of credit will expire on the above-mentioned expiry date, subject to the following condition:

It is a condition of this standby letter of credit that it shall be deemed to be automatically extended without amendment for one year periods from the present or any future expiration date hereof, unless at least 30 days prior to any such expiration date, the Lending Institution notifies the Beneficiary in writing by registered mail or courier that the Lending Institution elects not to consider this standby letter of credit renewed for such further period. Upon receipt of such notice of non-renewal (the "Notice of Cancellation"), the Beneficiary may draw the total amount outstanding hereunder by presentation to the Lending Institution at its above-noted address of the Beneficiary's dated and signed written demand, addressed to the Lending Institution and completed as follows: "We, the undersigned Her Majesty the Queen in right of the Province of New Brunswick, **(Beneficiary)**_____, hereby demand payment of **the sum of** CAD_____ (Canadian Dollars) under **(Lending Institution)** _____ **Standby Letter of Credit No.**_____ and certify that we have received a Notice of Cancellation under the said standby letter of credit, that the amount demanded above shall be retained and used by us in connection with any default of the terms and conditions of our **Contract No.** _____ **dated** _____ with respect to **(indicate type of work)** _____ **located at** _____. Any amounts not used by us shall be returned to (**Name of Applicant**) _____."

Notwithstanding the expiration date and the condition above, this standby letter of credit shall be cancelled effective the date of receipt by the Lending Institution of the original standby letter of credit instrument and a dated letter addressed to the Lending Institution, signed by the Beneficiary, referencing this standby letter of credit number and requesting the cancellation of same.

The Beneficiary may from time to time advise the Lending Institution of the Beneficiary's address by letter to the Lending Institution at the Lending Institution's address stated above, dated and signed by the Beneficiary and quoting this **Standby Letter of Credit No.** _____. Any notice by the Lending Institution to the Beneficiary regarding this standby letter of credit shall be adequately given if sent by registered mail or courier to the last address so advised, or if no address has been so advised, then to the address of the Beneficiary stated above.

This standby letter of credit is subject to the International Chamber of Commerce publication of the *Uniform Customs and Practice for Documentary Credits* that is in effect on the above date of issue and engages the Lending Institution in accordance with the terms thereof.

_____   _____
Authorized signature   Authorized signature

2008-94; 2018-38