



Application for an Irrevocable Standby Letter of Credit

Please type clear information in the boxes below. Applications that are illegible may be returned.

Date: 05/01/2023 **To:** Wells Fargo Bank, National Association – **Issuing Location:** ☐ North Carolina ☒ California

The Applicant(s) signing below hereby request that Wells Fargo Bank, National Association (“Wells Fargo”) issue in Wells Fargo’s name, an Irrevocable Standby Letter of Credit (“SBLC or Credit”) on substantially the terms below:

Beneficiary of Wells Fargo SBLC (name and address): Department of Fish and Wildlife Habitat Conservation Planning Branch 3602 Inland Empire Boulevard, Suite C-220 Ontario, CA 91764 ☐ A bank of your choosing (for use only when a local credit or guarantee is needed & Wells Fargo will select a local bank)	Advising Bank (if left blank, Wells Fargo may select):
Applicant/Obligor (name and address): San Bernardino County Flood Control District 825 3 rd St, Room 207 San Bernardino, CA 92415	Account Party (name and address of entity to be named in Credit, if different from Applicant/Obligor):
Currency (in USD unless otherwise specified): Amount (in figures): \$499,653.00 (in words): Four Hundred Ninty Nine Thousand Six Hundred Fifty Three	
Availability: Unless otherwise specified herein, the Credit is to be available for presentation on or before the Expiration Date: (1) Only with Wells Fargo's issuing office, at sight, by payment of draft(s) drawn on Wells Fargo. (Note: This is the default unless an option under (2) below is chosen.) or (2) Available with ☐ The confirming bank or ☐ Insert other: _____	
Expiration Date (mm/dd/yy format; this is the initial expiration date, if automatic extension is selected): 04/30/24 or ☐ Expire one year from issue date ☒ Expiration Date to Be Automatically Extended (select one option below): ☒ Annually on the day and month anniversary of the above Expiration Date or ☐ Annually on (mm/dd) or ☐ Every _____ calendar days or ☐ Every _____ months With 60 calendar days as the minimum notice period to receive a notice of non-extension.	
Optional: Final Expiration Date (mm/dd/yy):	
Drawing Requirements (check and complete the appropriate boxes) (Note: For your convenience, sample drawing statements are provided in our instructions): ☐ A Beneficiary’s signed and dated statement, worded substantially as follows: (attach additional signed sheet(s), if necessary, and label as attachments to this specific Application): Or: ☒ Issue your Credit substantially in the form and with the wording attached to this Application. The attached specimen is approved by each Applicant. (Please label the attached specimen as an attachment to this specific Application.)	
Additional Requirements: - Partial drawings are ☐ permitted ☐ prohibited (if left blank, partial drawings will be permitted) - Multiple drawings are ☐ permitted ☐ prohibited (if left blank, multiple drawings will be permitted) (Note: Prohibited means that only one presentation may be made and honoured and that it may be for less than the full available SBLC amount) - Facsimile drawings are ☒ permitted ☐ prohibited (if left blank, the SBLC will default to a paper presentation)	
☐ Transferable (Click here if allowing the Credit to transferable to a new beneficiary, in its entirety.) Transfer charges for account of ☐ Applicant or ☐ Beneficiary	

- Transfer is to be completed by ☐ Wells Fargo or ☐ Insert other bank:

The Credit will be subject to The International Standby Practices of the International Chamber of Commerce ("ICC"), Publication 590 ("ISP98"), unless otherwise indicated in the space below:

- ☐ The ICC, Uniform Customs and Practices ("UCP") Note: Current revision in effect is UCP 600; or
- ☐ Any subsequent version of either publication in effect and in use by Wells Fargo on the date the Credit is issued.

Description of Standby Purpose for Wells Fargo use only. Please include a description of the goods, services, or other underlying contract details: Purpose of the SBLC is to support a permit/project performance on improvements to the Elder Creek Channel

Credit Requesting Issuance of Guarantee or Another Credit/Undertaking *(to be completed only if the above Beneficiary is a bank or financial institution and said Beneficiary is being requested to issue its guarantee, Credit, or similar supported by the Wells Fargo Credit):*

- ☐ Please request the above named Beneficiary to issue and deliver its (specify requested issuance type: guarantee, letter of credit, etc.) in favor of (beneficiary of local issuance) for an amount (not exceeding the amount specified above), effectively immediately and related to (specify a contract or identifying reference number) to expire (specify an expiry date at least 15 days prior to the Credit date indicated above)

Note: *If both the Wells Fargo Credit and the local bank guarantee/SBLC require an auto-extension clause, Wells Fargo may provide the local bank with an option to draw against the Wells Fargo Credit upon Wells Fargo notice of non-extension.*

- ☐ Applicant shall attach the expected wording to be used for such issuance with the expectation that it will be substantially adhered to by the other bank.

Or:

- ☐ Local bank issuance is requested for a letter of credit or a guarantee based on their standard wording for a specific transaction type (bid bond, warranty period, etc.):

Note: *Applicant/Obligor agree that until Wells Fargo is released from its obligations under or in connection with the letter of credit or guarantee (however titled) issued by the local bank, Applicant(s) shall remain liable for the Credit issued under this Application and the Standby Letter of Credit Agreement which may include instances where a liability for the local bank's letter of credit or guarantee exceeds the face amount of the Credit or continues beyond the Expiration Date stated in the Credit.*

Other Instructions:

Transmission of Credit: Please transmit the original of the Credit yourself or through a bank selected by you to the following:

- ☒ Beneficiary ☐ Applicant ☐ Other:

Note: *By selecting a party other than the Beneficiary, I acknowledge and understand the rights of the Beneficiary under an issued Credit are unchanged regardless of where the original has been delivered.*

Applicant's Agreement and Signature: *(Each party obligated either alone or jointly and severally with others to reimburse Wells Fargo with respect to the Credit must sign this Application below.)*

Wells Fargo may, in its sole discretion, accept a photocopy, facsimile, electronically transmitted, or other reproduction of a signed copy of this Application (including a PDF version received via email) or an electronically executed copy of this Application (including via SWIFT or DocuSign) as the binding and effective record of this Application, in each case with the same effect as an original manually signed Application, whether or not an original manually signed Application is also received by Wells Fargo from Applicant. Applicant represents to Wells Fargo that the signature (whether a photocopy, facsimile, electronically transmitted copy or reproduction of an ink signature or an electronic signature) that appears on the Application that is transmitted by Applicant to Wells Fargo in any manner is intended by Applicant to authenticate the Application and evidence Applicant's agreement with its terms notwithstanding that such signature may not be an original manual signature. Applicant further agrees that any such Application received by Wells Fargo shall constitute an original document for all purposes, including establishing the provisions of the Application, shall be binding on and enforceable against Applicant, and shall be legally admissible under the best evidence rule.

Note: Each Applicant's signature below affirms that (1) it has fully read and agreed to, (2) it will be bound by, (3) the Credit will be governed by the terms of this Application and the terms of the Standby Letter of Credit Agreement signed by each Applicant in favor of Wells Fargo or any other agreement signed by each Applicant pursuant to which the Credit is issued, and (4) this request for issuance of the Credit cannot be withdrawn without Wells Fargo's consent. This Application is signed by each Applicant's duly authorized representative(s) on the date specified above.

Print or Type Name of Applicant (as identified on page 1): San Bernardino County Flood Control District		Print or Type Name of Co-Applicant:	
Address: 825 3 rd St, Room 207 San Bernardino, CA 92415		Address:	
Authorized Signature (and Title, if applicable): Dawn Rowe, Chairman		Authorized Signature (and Title, if applicable):	
Authorized Signature (and Title, if applicable): 		Authorized Signature (and Title, if applicable):	
Email Address (MANDATORY): supervisor.rowe@bos.sbcounty.gov		Email Address (MANDATORY):	
DDA for Fees:	Phone Number: 909-387-4855	Applicant Contact:	Phone Number:

For Wells Fargo Bank Use Only					
Credit Issuance Has Been Approved in Accordance With Wells Fargo's Credit Policies and Procedures					
Approving Officer's Signature	Approving Officer's Name Madaline Ann Love	Approving Officer's Office Government Banking	AU 18624	MAC E2064-062	
Approving Officer's Telephone: 213-253-7266		Approving Officer's Email: lovely@wellsfargo.com		Date	
☐ The Credit <i>appears</i> to support an obligation to make a monetary payment and should <i>most likely</i> be classified as a "financial obligation." ☒ The Credit <i>appears not</i> to support an obligation to make a monetary payment and should <i>most likely</i> be classified as a "performance obligation."					
☐ The Credit requested above is a syndicated transaction and Applicant has confirmed that the Credit meets the expiration date requirements set forth in Section ___ of the relevant syndicated credit agreement. I confirm that I have communicated the information regarding this transaction to the Wells Fargo Syndications Group as required by Wells Fargo policy.					
For any questions regarding this transaction, please contact ☒ Approver ☐ Applicant directly ☐ Other:					
AFS Booking Interface: YES ☒ NO ☐	Commitment #:	Obligor #: 5468927544	Standalone: YES ☒ NO ☐ NOTE: Fields marked with * must be completed for Standalone LCs only.	*Collateral: 000	*BQR: 25
*CQR: o8	*NAIC: 921120	*Secured Code (1 Alpha):	*Owner Occupied (1 numeric):	*Country of risk (10 alpha numeric): US	
LIQ BOOKING: ☐ YES ☒ NO	LIQ CID:	LIQ FACILITY ID:	LUCAS BOOKING: ☐ YES ☒ NO	LUCAS CLIENT NO.:	LUCAS LOAN NO.:
Exception Pricing for this Standby LC: ☒ Commission P.A.: 2% ☐ Servicing Fees:					

SPECIAL INSTRUCTIONS: *(Indicate provisions applicable to the Credit different from those on Applicant's Relationship Management Instructions Form)*

Relationship Manager (name, ID, and AU)

Name: Lynn Love

ID: 17045

AU: 18624

[Financial institution letterhead]

IRREVOCABLE STANDBY LETTER OF CREDIT
NO. **[number issued by financial institution]**

Issue Date: **[date]**

Beneficiary:

Department of Fish and Wildlife
Habitat Conservation Planning Branch
Post Office Box 944209
Sacramento, CA 94244-2090
Attn: HCPB Contract Coordinator

Amount: U.S. \$**[dollar number]** **[(dollar amount)]**

Expiry: **[Date]** at our counters

Dear Sirs:

1. At the request and on the instruction of our customer, **[name of applicant]** ("Applicant"), we, **[name of financial institution]** ("Issuer"), hereby establish in favor of the beneficiary, the California Department of Fish and Wildlife ("CDFW"), this irrevocable standby letter of credit ("Credit") in the principal sum of U.S. \$**[dollar number]** **[(dollar amount)]** ("Principal Sum").
2. We are informed this Credit is and has been established for the benefit of CDFW pursuant to the terms of the **[insert: "lake" or "streambed"]** alteration agreement (No. **[permit number]**) for the **[name of project]** issued by CDFW to the Applicant on **[date]** (No. **[number]**) ("Permit").
3. We are further informed that pursuant to the Permit, the Applicant has agreed to complete certain mitigation requirements, as set forth in Conditions **[numbers]** in the Permit ("Mitigation Requirements").
4. We are finally informed that this Credit is intended by CDFW and the Applicant to serve as a security device for the performance by the Applicant of the Mitigation Requirements.
5. CDFW shall be entitled to draw upon this Credit only by presentation of a duly executed Certificate for Drawing ("Certificate") in the same form as Attachment A,

which is attached hereto, at our office located at [***name and address of financial institution***].

6. The Certificate shall be completed and signed by an "Authorized Representative" of CDFW as defined in paragraph 12 below. Presentation by CDFW of a completed Certificate may be made in person or by registered mail, return receipt requested, or by overnight courier.
7. Upon presentation of a duly executed Certificate as above provided, payment shall be made to CDFW, or to the account of CDFW, in immediately available funds, as CDFW shall specify.
8. If a demand for payment does not conform to the terms and conditions of this Credit, we shall give CDFW prompt notice that the demand for payment was not effected in accordance with the terms and conditions of this Credit, state the reasons therefore, and await further instruction.
9. Upon being notified that the demand for payment was not effected in conformity with the Credit, CDFW may correct any such non-conforming demand for payment under the terms and conditions stated herein.
10. All drawings under this Credit shall be paid with our funds. Each drawing honored by us hereunder shall reduce, *pro tanto*, the Principal Sum. By paying to CDFW an amount demanded in accordance herewith, we make no representations as to the correctness of the amount demanded.
11. This Credit will be cancelled upon receipt by us of Certificate of Cancellation, which: (i) shall be in the form of Attachment B, which is attached hereto, and (ii) shall be completed and signed by an Authorized Representative of CDFW, as defined in paragraph 12 below.
12. An "Authorized Representative" shall mean the Director of CDFW; the General Counsel of CDFW; a Regional Manager of CDFW; or the Branch Chief of CDFW's Habitat Conservation and Planning Branch.
13. This Credit shall be automatically extended without amendment for additional periods of one year from the present or any future expiration date hereof, unless at least sixty (60) calendar days prior to any such date, we notify CDFW in writing by registered mail, return receipt requested, or by overnight courier that we elect not to consider this Credit extended for any such period.
14. Communications with respect to this Credit shall be in writing and addressed to us at [***name and address of financial institution***], specifically referring upon such writing to this credit by number. The address for notices with respect to this Credit shall be: (i) for CDFW: Department of Fish and Wildlife, Habitat Conservation Planning Branch, Post Office Box 944209, Sacramento, CA 94244-

2090, Attn: HCPB Contract Coordinator; and (ii) for the Applicant: [***name and address of applicant***].

15. This Credit may not be transferred.
16. This Credit is subject to the International Standby Practices 1998 ("ISP 98"). As to matters not covered by the ISP 98 and to the extent not inconsistent with the ISP 98, this credit shall be governed by and construed in accordance with the Uniform Commercial Code, Article 5 of the State of California.
17. This Credit shall, if not canceled, expire on [***expiration date***], or any extended expiration date.
18. We hereby agree with CDFW that documents presented in compliance with the terms of this Credit will be duly honored upon presentation, as specified herein.
19. This Credit sets forth in full the terms of our undertaking. Such undertaking shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein or in which this Credit is referred to or to which this Credit relates and any such reference shall not be deemed to incorporate herein by reference any document or instrument.

[***Name of financial institution***]

By: _____
Name: _____
Title: _____
Telephone: _____

ATTACHMENT A

IRREVOCABLE STANDBY LETTER OF CREDIT NO. **[number issued by financial institution]**
CERTIFICATE FOR DRAWING

To:

[Name and address of financial institution]

Re: **[Insert: "Lake" or "Streambed"]** Alteration Agreement (No. **[permit number]**)

The undersigned, a duly Authorized Representative of the California Department of Fish and Wildlife ("CDFW"), as defined in paragraph 12 in the above-referenced Irrevocable Standby Letter of Credit ("Credit"), hereby certifies to the Issuer that:

1. **[Insert one of the following statements:** "In the opinion of CDFW, the Applicant has failed to complete the Mitigation Requirements referenced in paragraph 3 of the Credit." **or** "As set forth in paragraph 13, the Issuer has informed CDFW that the Credit will not be extended and the Applicant has not provided CDFW with an equivalent security approved by CDFW to replace the Credit."]
2. The undersigned is authorized under the terms of the Credit to present this Certificate as the sole means of demanding payment on the Credit.
3. CDFW is therefore making a drawing under the Credit in amount of U.S. \$_____.
4. The amount demanded does not exceed the Principal Sum of the Credit.

Therefore, CDFW has executed and delivered this Certificate as of the ____ day of **[month]**, **[year]**.

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

BY: _____

[Insert one of the following: "DIRECTOR" or "GENERAL COUNSEL" or "REGIONAL MANAGER, [NAME OF REGIONAL OFFICE]" or "BRANCH CHIEF, HABITAT CONSERVATION PLANNING BRANCH"]

ATTACHMENT B

IRREVOCABLE LETTER OF CREDIT NO. **[number issued by financial institution]**
CERTIFICATE FOR CANCELLATION

To:

[Name of financial institution and address]

Re: **[Insert: "Lake" or "Streambed"]** Alteration Agreement (No. **[permit number]**)

The undersigned, a duly Authorized Representative of the California Department of Fish and Wildlife ("CDFW"), as defined in the paragraph 12 in the above-referenced Irrevocable Standby Letter of Credit ("Credit"), hereby certifies to the Issuer that:

1. **[Insert one of the following statements:** "The Applicant has presented documentary evidence of full compliance with the Mitigation Requirements referenced in paragraph 3 of the Credit." **or** "The Applicant has provided CDFW with an equivalent security approved by CDFW to replace the Credit."]
2. CDFW therefore requests the cancellation of the Credit.

Therefore, CDFW has executed and delivered this Certificate for Cancellation as of the ____ day of **[month]**, **[year]**.

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

BY: _____

[Insert one of the following: "DIRECTOR" **or** "GENERAL COUNSEL" **or** "REGIONAL MANAGER, [NAME OF REGIONAL OFFICE]" **or** "BRANCH CHIEF, HABITAT CONSERVATION PLANNING BRANCH"]