REQUIRED FORMAT FOR FINANCIAL INSTITUTION TO CONFIRM AN IRREVOCABLE LETTER OF CREDIT

(As stated in FAR 28-14 and prescribed in FAR 28.204-4)

_____, 19__

Our Letter of Credit Advice Number _____

Beneficiary: _____ *[U.S. Government agency]*

Issuing Financial Institution: _____

Issuing Financial Institution's Letter of Credit No.: _____

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by _____ *[name of issuing financial institution]* for drawings of up to United States dollars _____ /U.S. $_____ and expiring with our close of business on _____ *[the expiration date]*, or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at _____.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. *[This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.]* It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least sixty (60) days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ *[state of confirming financial institution]*.

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

_____
[Confirming financial institution]

ATTACHMENT #27