

## **Instructions to complete a Letter of Credit**

- FPL accepts Letters of Credit from any national bank, Federal Savings & Loan Association or any bank or savings and loan association chartered by the state in which they operate.
- Letters of Credit executed by foreign banks not registered or chartered by a state or national financial institution are not acceptable. However, state and national financial institutions do issue Letters of Credit for corresponding foreign banks acting as an agent (this information is usually noted under the description “Opening Bank”).
- The Letter of Credit must have a fixed expiration of at least one-year.
- A Letter of Credit is comprised of two pages (both must be received to make the document acceptable):
  - First page - Letter of Credit
  - Second Page - Evidence of Authority
- On the top, left corner of the first page, there is a blank space for “District” which will be filled out by FPL. Please leave the “District” section blank.
- Since this is a legal document, please make sure there are no crossed out marks, whiteout or alterations on the document.
- The “Date Issued” field (located top, right corner of the first page) must have the same date as the “Dated” field on the Evidence of Authority (located top, left corner of the second page).
- The Evidence of Authority must be countersigned by a different bank official than the person signing the Letter of Credit.

Some financial institutions may choose to retype this document on their letterhead, which is acceptable. However, **any alteration to the verbiage of this Letter of Credit form will invalidate the document.** If you would like more information regarding acceptable verbiage, please contact us via email at: [Deposit\\_Administration@fpl.com](mailto:Deposit_Administration@fpl.com).

When complete, please send the original Letter of Credit and Evidence of Authority to:

FPL  
Deposit Administration RRD/LFO  
4200 W. Flagler Street  
Miami, FL 33134

IRREVOCABLE BANK LETTER OF CREDIT

Irrevocable Bank Letter of Credit No. \_\_\_\_\_  
Amount \$ \_\_\_\_\_  
(Numerical Number)

Date Issued: \_\_\_\_\_  
FPL Master Account: \_\_\_\_\_

APPLICANT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BENEFICIARY:

FLORIDA POWER & LIGHT COMPANY  
4200 W Flagler Street - RRD/LFO  
Miami, FL 33134

We hereby authorize Florida Power & Light Company (FPL) to draw on us, our successors or assigns at sight at the offices of

\_\_\_\_\_  
(FINANCIAL INSTITUTION)  
\_\_\_\_\_  
(STREET ADDRESS) (CITY) (STATE) (ZIP)

for any sum not exceeding \_\_\_\_\_ dollars in United States currency for the exclusive purpose  
(AMOUNT SPELLED OUT)  
of securing payment of the electric account(s) of \_\_\_\_\_  
(CUSTOMER NAME)  
at \_\_\_\_\_  
(CUSTOMER ADDRESS)

Drafts drawn hereunder must be presented to us accompanied by one of the following:

(1) FPL's signed statement certifying that:  
\_\_\_\_\_ has failed to pay when due, charges for services to any  
(CUSTOMER NAME)  
\_\_\_\_\_ accounts in the State of Florida.  
(CUSTOMER NAME)

-AND/OR-

(2) FPL's signed statement certifying that:  
This Letter of Credit No. \_\_\_\_\_ will expire in thirty (30) days or less and \_\_\_\_\_  
(CUSTOMER NAME)  
has not provided a replacement letter of credit or other security acceptable to Florida Power & Light Company.

The draft must bear upon its face the clause, "Drawn under Letter of Credit No. \_\_\_\_\_  
dated \_\_\_\_\_, \_\_\_\_\_, of \_\_\_\_\_  
at \_\_\_\_\_"  
(STREET ADDRESS) (CITY) (STATE) (ZIP)

You may draw up to the above amount in one or more drafts.

To our knowledge, none of the following entity conditions exist between the parties of this Letter of Credit:

- a. An ownership relationship exists between parties.
- b. Parties are owned by a common entity.
- c. Parties Share ownership of another entity.

We hereby agree that the draft drawn in compliance with the terms of this Letter of Credit will duly honored upon presentation.

THIS LETTER OF CREDIT IS IRREVOCABLE and is governed by International Standby Practices ISP98, International Chamber of Commerce Publication No. 590, or such subsequent publication as may be in effect on the date of issuance of this letter of credit ("ISP98") and, as to matters not expressly covered by ISP98, shall be governed by and construed in accordance with laws of the State of Florida.

We engage with you that all drafts under and in compliance with the terms of this Letter of Credit will be honored if presented on or before \_\_\_\_\_ . However, it is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for one year from the present or any future expiration date hereof, unless ninety (90) days prior to any such expiration date we shall notify you in writing, certified mail – return receipt requested, that we elect not to consider this Letter of Credit renewed for any such additional period.

Very truly yours,

Bank: \_\_\_\_\_  
(Print Name of Bank)

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name of Bank Official)  
Title: \_\_\_\_\_

**IRREVOCABLE BANK LETTER OF CREDIT**

EVIDENCE OF AUTHORITY

Dated \_\_\_\_\_

This document is to certify that

\_\_\_\_\_ (OFFICER OR AGENT SIGNING LETTER OF CREDIT)

\_\_\_\_\_ (TITLE OF OFFICER OF AGENT) has the necessary authority to execute the

\$ \_\_\_\_\_ Irrevocable Bank Letter of Credit Number

issued \_\_\_\_\_ (DATE OF PREPARATION) on behalf of Florida Power & Light Company and for the

account of \_\_\_\_\_ (CUSTOMER'S NAME)

for \_\_\_\_\_ (NAME OF BANK EXECUTING LETTER OF CREDIT)

Corporate Seal

Bank \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_