

Posted: March 11, 2014

(Redlines reflect differences between the final document posted for the 2012 STP RFP and the final document posted for the 2012 RS Block RFP.)

**OPTION 2**

**EXHIBIT A  
LETTER OF FULL TRANSFER**

\_\_\_\_\_, 20\_\_\_\_

To:  
Bank  
Address

Gentlemen:

RE: Credit \_\_\_\_\_ Issued By \_\_\_\_\_  
\_\_\_\_\_

For value received

Request for a Full Transfer of the below  
referenced Standby Letter of Credit

[Name of the Issuing Bank]

Date: \_\_\_\_\_ Reference: \_\_\_\_\_  
(Issuing Bank's Letter of Credit Number)

To: \_\_\_\_\_  
"Transferring Bank" (Advising Bank's Reference Number, if applicable)

We, the undersigned beneficiary "First Beneficiary", hereby irrevocably  
transfers to:

\_\_\_\_\_  
(Name of Transferee)

\_\_\_\_\_  
(Address)

transfer all of our rights of the undersigned beneficiary to draw under the above referenced  
Letter of Credit ("Credit") in its entirety to:

By this transfer, \_\_\_\_\_  
(Print Name and complete address of the Transferee) "Second Beneficiary"

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

Advise through: \_\_\_\_\_

(Print Name/address of Second Beneficiary's Bank, if known –  
if left blank, the Transferring Bank will select the advising bank)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

In accordance with UCP 600 Article 38 or ISP 98, Rule 6 regarding transfer of drawing rights (whichever set of rules the Credit is subject to), all rights of the undersigned First Beneficiary in such Letter of Credit are transferred to the transferee and the transferee Second Beneficiary. The Second Beneficiary shall have the sole rights as beneficiary thereof, including sole rights relating to any amendments whether increases or extensions or other amendments and whether now existing or hereafter made. All amendments are to be advised ~~direct~~ directly to the transferee Second Beneficiary without necessity of any consent of or notice to the undersigned First Beneficiary.

The original of such Letter of Credit, including amendments to this date, is returned herewith, attached and we ask the undersigned First Beneficiary requests that you to endorse the an acknowledgment of this transfer on the reverse thereof. The undersigned First Beneficiary requests that you notify the Second Beneficiary of this Credit in such form and forward it direct to the transferee with your customary notice manner as you deem appropriate, and the terms and conditions of transfer the Credit as transferred.

Enclosed is remittance of \$ \_\_\_\_\_ in payment of your transfer commission and in addition thereto we agree to pay to you on demand any expenses which may be incurred by you in connection with this transfer.

Transfer Commission Charges

\_\_\_\_\_  
\_\_\_\_\_  
~~SIGNATURE AUTHENTICATED~~ \_\_\_\_\_ Yours very truly,  
~~The signatory/ies of this concern is/are authorized to withdraw corporate funds.~~

\_\_\_\_\_  
~~(BANK)~~ \_\_\_\_\_ Signature of Beneficiary  
\_\_\_\_\_  
~~(Authorized Signature)~~

~~SIGNATURE AUTHENTICATED~~  
~~The signatory/ies of this concern is/are authorized to withdraw corporate funds.~~  
\_\_\_\_\_  
~~(BANK)~~ \_\_\_\_\_ Signature of Transferee  
\_\_\_\_\_  
~~(Authorized Signature)~~ \_\_\_\_\_

First Beneficiary represents and warrants to Transferring Bank that (i) our execution, delivery, and performance of this request to Transfer (a) are within our powers and have been duly authorized (b) constitute our legal, valid, binding and enforceable obligation (c) do not contravene any charter provision, by-law, resolution, contract, or other undertaking binding on or affecting us or any of our properties and (d) do not require any notice, filing or other action to, with, or by any governmental authority (ii) we have not presented any demand or request for payment or transfer under the Credit affecting the rights to be transferred, and (iii) the Second Beneficiary's name and address are correct and complete and the transactions underlying the Credit and the requested

Transfer do not violate applicable United States or other law, rule or regulation, including without limitation U.S. Foreign Asset Control regulations.

In the event that we fail to remit to you, following your written demand, any funds paid to us despite the Transfer, we agree to reimburse you for your reasonable costs of collecting those funds from us.

The Effective Date shall be the date hereafter on which Transferring Bank effects the requested transfer by acknowledging this request and giving notice thereof to Second Beneficiary.

WE WAIVE ANY RIGHT TO TRIAL BY JURY THAT WE MAY HAVE IN ANY ACTION OR PROCEEDING RELATING TO OR ARISING OUT OF THIS TRANSFER.

Sincerely Yours

\_\_\_\_\_  
(Print Name of First Beneficiary)

\_\_\_\_\_  
(Print Authorized Signers Name and Title)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Print Second Authorized Signers Name and Title, if required)

\_\_\_\_\_  
(Second Authorized Signature, if required)

\_\_\_\_\_  
(Telephone Number/Fax Number)

SIGNATURE GUARANTEED

Signature(s) with title(s) conform(s) with that/those on file with us for this individual, entity or company and signer(s) is/are authorized to execute this agreement.

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

\_\_\_\_\_  
(Address of Bank)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Print Name and Title of Authorized Signer)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Date)