

**Motor Fuels Tax
Irrevocable Letter of Credit**

North Carolina Department of Revenue

We, _____,
(Financial Institution)

being authorized to conduct business in the State of North Carolina, hereby establish our Irrevocable Letter of Credit

(No. _____) in favor of the North Carolina Secretary of Revenue, and agree to pay to you any

liabilities, up to an aggregate amount of _____

_____ Dollars (\$ _____), hereafter found by you to be due from

_____ under Subchapter V of
(Principal - Legal Entity)

Chapter 105 of the General Statutes, including but not limited to Articles 36B, 36C, or 36D, and the authority of

Chapter 119, including but not limited to Article 3, as the same may be from time to time amended, modified, recodified,

or otherwise rewritten, to the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators,

successors and assigns firmly by these presents to be effective as to acts or omissions occurring on or after the

_____ day of _____, 20_____, hereinafter referred to as the effective date.

Said payment shall be made upon written demand accompanied by a copy of the official notice of assessment

or other document upon which the taxpayer's obligation to pay is based. We engage with you that any demand or

presentment made under and in compliance with the terms of this credit shall be duly honored by us, as specified,

covering acts or omissions occurring on or after the above-stated effective date and on or before the _____ day

of _____, 20_____, hereinafter referred to as the expiration date, or any extended expiration

date of this Irrevocable Letter of Credit as set forth below.

It is a condition of this Irrevocable Letter of Credit that it shall be deemed automatically extended annually

without amendment, with approval of the Secretary of Revenue, for an additional period of one year from the above or

any extended expiration date unless we shall notify the Secretary by registered mail postmarked sixty (60) days prior

to such expiration date or from any future expiration date that we elect not to renew this Irrevocable Letter of Credit for

such additional period. Such annual election shall not relieve, release or discharge us from any obligations under this

Irrevocable Letter of Credit for any tax, penalty, or interest accrued by the Principal after the effective date and prior to the expiration date or any extended expiration date, and with respect to any such tax, penalty, or interest, this Irrevocable Letter of Credit shall remain fully in effect. If for any reason this Irrevocable Letter of Credit is not renewed, North Carolina Department of Revenue, Motor Fuels Tax Division, Post Office Box 25000, Raleigh, North Carolina 27640, will have the right to draw for the outstanding balance of the Irrevocable Letter of Credit prior to its expiration.

We shall be released from this Irrevocable Letter of Credit three (3) years after the expiration date or extended expiration date stated above, hereinafter referred to as the release date, or after a final audit of the Principal's records has been cleared, whichever first occurs.

We hereby engage with the drawers of drafts drawn under and in compliance with the terms of this credit that such drafts will be duly honored upon presentation of drafts and documents to us on or before the release date of the Irrevocable Letter of Credit.

We shall accept demand by you in compliance with the terms of this Irrevocable Letter of Credit on its face, and we shall have no duty, responsibility, or liability to the Principal with respect to the underlying validity of said demand.

This _____ day of _____, 20_____.

(Financial Institution) (SEAL)

By: _____
(Institution's Officer) (Title)

Attest:

(Title)