

Letter of credit

To: [Clearing manager] [address]

Attention: [name]

Dear Sir/Madam

We, [Bank] ("the Bank") hereby issue our irrevocable transferable standby letter of credit ("the Letter of Credit") as follows:

IRREVOCABLE TRANSFERABLE STANDBY LETTER OF CREDIT NO. [number] DATED [date]

The Account Party: Meridian Energy Limited ("the Account Party")

Beneficiary: [Clearing manager] ("the Beneficiary")

Issued in Connection With: Each and every obligation ("the Obligations") of the Account Party to pay the amounts it, now or at any time, owes to the Beneficiary (whether as principal or agent) together with default interest, if any, in relation to such amounts, pursuant to a guarantee given in favour of the Beneficiary dated [date] ["the Guarantee"].

Maximum Amount: \$[amount determined from time to time by the clearing manager calculated in accordance with the Guarantee] less the amount of any sums drawn under this Letter of Credit.

Expiry: This Letter of Credit expires on the earliest of—

- (a) the date at which New Zealand Aluminium Smelters Limited has ceased to be bound by the Electricity Industry Participation Code 2010 ("the Code") and has discharged its obligations to the Beneficiary pursuant to the Code; or
- (b) the date of satisfaction of this Letter of Credit in accordance with its terms; or
- (c) the date on which the Guarantee terminates in accordance with its terms; or
- [(d) the date on which the Bank makes payment to the Beneficiary of the Maximum Amount either at its sole discretion or following demand by the Beneficiary under this Letter of Credit in accordance with its terms],

[Note: Bank to elect either this clause or the following clause as a method of cancellation.]

- [(d) ninety (90) days after notice in writing of cancellation of this Letter of Credit as to subsequent liability has been given to [Clearing manager]; however, the Bank will remain liable with respect to the Obligations which relate to the period prior to the effective date of the ninety (90) days' notice.]

("the Expiry Date").

Payable at: Sight.

Available at: [address]

By Drafts on: The Bank.

Enfaced: Drawn under [Bank] Irrevocable Standby Letter of Credit No. [number] dated [date].

Returnable to: The Bank upon expiry.

The proceeds of this Letter of Credit are transferable by the Beneficiary. A claim may be made under this Letter of Credit by delivering to the address at which this Letter of Credit is expressed to be available, by no later than [time] New Zealand time on or before the Expiry Date, draft drawn on the Bank (enfaced as specified above) accompanied by—

- (a) this Letter of Credit; and
- (b) a Certificate purported to be signed by an authorised signatory of the Beneficiary in the following form:

To [Bank] [date]

[Clearing manager] of [address] (“the Beneficiary”) hereby makes claim under the [Bank] Irrevocable Standby Letter of Credit No [number] (“the Letter of Credit”). Words and expressions defined in the Letter of Credit will have the same meaning herein.

[Payer] (“the Account Party”) has failed, in whole or in part, to fulfil the Obligations.

As at the date of this Certificate, the amount owed to the Beneficiary by the Account Party in respect of the Obligations is the sum of [amount outstanding].

Accordingly, the Beneficiary is entitled to claim and hereby requests payment by [date] of the amount of [amount claimed] to be credited to account number [Beneficiary’s trust account number].

The signatory or signatories hereto is/are authorised by the Beneficiary to make the statements herein on behalf of the Beneficiary.

Signed.....
Authorised Signatory

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision) International Chamber of Commerce Publication No. 500, except as otherwise provided in this Letter of Credit. Subject to that, this Letter of Credit will be governed by, and construed in accordance with, the laws of New Zealand, and the parties hereto irrevocably submit to the non-exclusive jurisdiction of the courts of New Zealand.

The Bank engages with the Beneficiary that drafts drawn under, and in compliance with, this Letter of Credit and, in aggregate, up to the Maximum Amount will be paid on presentation in the manner provided in this Letter of Credit.

EXECUTED for and on behalf)	
of [BANK])	
by its Attorneys)	
.....)	
[Print Names])	Signature(s)

.....
in the presence of:

.....
Signature

.....
Full Name

.....
Address

.....
Occupation