



Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
Division of Educator Support and Higher Education
Office of Career School Licensing
101 Pleasant Street
Concord, NH 03301
TEL. (603) 271-6443

IRREVOCABLE LETTER OF CREDIT AMENDMENT GUIDELINES

May 28, 2019

Please be advised that pursuant to RSA 188-G:3 (adopted 2018), a school is required to possess surety indemnification sufficient to cover the anticipated maximum tuition at risk on any given day during the effective period of the license. Please ensure that the institution providing the irrevocable letter of credit to the school has submitted an original document or an amendment acknowledging RSA 18-G:3 (adopted 2018) and has ensured that the document complies with said law.

IRREVOCABLE LETTER OF CREDIT

NO. _____

Date: _____

Higher Education Commission
 c/o State of New Hampshire
 Department of Education
 Division of Educator Support & Higher Education
 101 Pleasant Street
 Concord, NH 03301

Career School Name: _____

Amount of Letter of Credit: _____

To the Higher Education Commission:

_____ with a principal place of business at _____ hereby establishes, at the request of, and duly authorized, by the power of attorney attached, the _____, with a principal place of business at _____, Customer, the Irrevocable Letter of Credit No. _____ in favor of the Higher Education Commission, c/o the State of New Hampshire, Department of Education, Division of Educator Support and Higher Education, DOE, in the amount of \$ _____, effective immediately.

This Irrevocable Letter of Credit is issued in conjunction with the DOE granting the Customer a license to operate a private postsecondary career school pursuant to RSA 188-G:3 (adopted 2018). The Customer shall secure indemnification in an amount sufficient to reimburse the tuition of any student contract which cannot be fulfilled, and taking into account the number of students or potential students to be reimbursed and the expenses for investigating and processing claims. Indemnification shall not be less than \$10,000.

If a school licensed under RSA 188-G:2 should fail to provide the services required in a contract with any entity, as determined by a court of competent jurisdiction, this Irrevocable Letter of Credit shall be forfeited, and the proceeds distributed by the director in such manner as justice and the circumstances require. Funds under this Irrevocable Letter of Credit are available to the DOE upon written demand by the DOE for payment, referring to the number of this Irrevocable Letter of Credit and accompanied by the statement that the DOE has declared that the security established by the Customer as a condition to being granted a license to operate has been forfeited.

This Irrevocable Letter of Credit is valid until _____ provided, however, that this Irrevocable Letter of Credit will be automatically extended without amendment for one (1) year from the present or any future expiration date thereof, unless ninety (90) days prior to any such expiration date that the _____ elect not to renew this Irrevocable Letter of Credit for such additional one (1) year period. The notice required hereunder will be deemed to have been given when received by the DOE.

_____ hereby agrees to honor any and all demands for payment made in compliance with the terms of this Irrevocable Letter of Credit, up to the sum stated above. Payment hereunder shall be made by _____ cashier's check payable in U.S. currency to the order of "Treasurer, State of New Hampshire," at the address above stated.

_____ warrants that the issuance of this Irrevocable Letter of Credit will not constitute a violation of any statute or regulation which limits the amount of loans or other credit which can be extended to any single borrower or customer, or which limits the aggregate amount of liabilities which _____ may incur at any one time from the issuance of letters of credit and acceptances. _____ agrees that by making demand for payment hereunder, neither the DOE, nor the State of New Hampshire, make any warranties to us, either expressed or implied.

This Irrevocable Letter of Credit shall be governed by laws of the State of New Hampshire.

Correspondence concerning this Irrevocable Letter of Credit shall be addressed to:

Higher Education Commission
c/o State of New Hampshire
Department of Education
Division of Educator Support & Higher Education
101 Pleasant Street
Concord, NH 03301

We certify that the officer or agent signing this letter is authorized by us to execute this Letter of Credit on our behalf.

Sincerely,

/s/

Name of Authorized Signer
Title
Name of Bank
Address of Bank

(AFFIX NOTARY SEAL)