

APPENDIX D
Draft Performance Guarantee
FOR THE REMEDIAL DESIGN AND REMEDIAL ACTION
Texas Instrument Project Area
TUCSON INTERNATIONAL AIRPORT AREA SUPERFUND SITE
Tucson, Arizona
EPA Region 9

(Issued on The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch Letterhead)

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: [REDACTED]

ISSUANCE DATE: [REDACTED]

MAXIMUM AMOUNT: U.S.\$ 971,900.00 (Nine Hundred Seventy One Thousand Nine Hundred U.S. Dollars and no Cents)

BENEFICIARY:

United States Environmental Protection Agency
c/o Enrique Manzanilla
Director, Superfund Division, EPA Region 9
75 Hawthorne Street
San Francisco, CA, 94105

APPLICANT:

Texas Instruments Incorporated
12500 TI Boulevard
Dallas, Texas 75243
TIAA Site Project Manager

Dear Mr. Manzanilla:

We hereby establish our Irrevocable Standby Letter of Credit No. [REDACTED] in your favor, at the request and for the account of the Applicant, Texas Instruments Incorporated ("TI"), in the amount of exactly Nine Hundred Seventy One Thousand Nine Hundred U.S. Dollars and no Cents (\$971,900.00) (the "Maximum Amount"). We hereby authorize you, the United States Environmental Protection Agency (the "Beneficiary"), to draw at sight on us, The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, 1251 Avenue of the Americas, New York, NY 10020, up to an aggregate amount equal to the Maximum Amount upon presentation of:

(1) your sight draft, bearing reference to this Letter of Credit No. [REDACTED] (which may, without limitation, be presented in the form attached hereto as Exhibit A); and

(2) your signed statement reading as follows: "I certify that the amount of the draft is payable pursuant to that certain Consent Decree, dated [REDACTED], 2015, by and among the United States, the State of Arizona and TI entered into by the parties thereto in accordance with the authority of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) relating to the Tucson International Airport Area Superfund Site (the 'Site')."

This letter of credit is effective as of [REDACTED] and shall expire on [REDACTED] (date at least 1 year later), but such expiration date shall be automatically extended for a period of one (1) year on [REDACTED] (date) and

on each successive expiration date, unless, at least 120 days before the current expiration date, we notify both you and TI by certified mail that we have decided not to extend this letter of credit beyond the current expiration date. In the event you are so notified, any unused portion of the credit shall be available upon presentation of your sight draft for 120 days after the date of receipt by both you and TI, as shown on the signed return receipts, but on or before the expiration date.

All notifications, requests, and demands required or permitted hereunder shall be given in writing, identify Tucson International Airport Area Superfund Site as the Site, and provide a contact person (and contact information).

Multiple and partial draws on this letter of credit are expressly permitted, up to an aggregate amount not to exceed the Maximum Amount. Whenever this letter of credit is drawn on, under, and in compliance with the terms hereof, we shall duly honor such draft upon presentation to us, and we shall deposit the amount of the draft in immediately available funds directly into such account or accounts as may be specified in accordance with your instructions.

All banking and other charges under this letter of credit are for the account of the Applicant.

This letter of credit is subject to the most recent edition of the Uniform Customs and Practice for Documentary Credits, published and copyrighted by the International Chamber of Commerce.

Very Truly Yours,
The Bank of Tokyo-Mitsubishi UFJ, Ltd.
New York Branch

Authorized Signatory
[Insert Bank of Tokyo contact person/info]

Date: _____

Exhibit A - Form of Sight Draft

United States Environmental Protection Agency

Sight Draft

TO: The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch
1251 Avenue of the Americas, New York, NY 10020
Attn: Trade Operations Dept. Standby L/C Section

RE: Letter of Credit No. [_____]

DATE: [Insert date that draw is made]

TIME: [Insert time of day that draw is made]

This draft is drawn under your Irrevocable Letter of Credit No. [_____]. I certify that the amount of the draft is payable pursuant to that certain Consent Decree, dated _____, 2015, by and among the United States, the State of Arizona and TI entered into by the parties thereto in accordance with the authority of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) relating to the Tucson International Airport Area Superfund Site (the "Site"). Pay to the order of the United States Environmental Protection Agency, in immediately available funds, the amount of _____ U.S. Dollars (U.S.\$[_____])

Pay such amount as is specified in the immediately preceding paragraph by FedWire Electronic Funds Transfer (EFT) to the TIAA Special Account within the EPA Hazardous Substance Superfund in accordance with current EFT procedures, referencing File Number [_____], EPA Region and Site Spill ID Number AZD980737530, and DOJ Civil Action No. 89-594-TUC-RMB, as follows:

[Insert specific Special Account wiring instructions and information].

The total amount paid shall be deposited by EPA in the TIAA Burr Brown Special Account to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

This Sight Draft has been duly executed by the undersigned, an authorized representative or agent of the United States Environmental Protection Agency, whose signature hereupon constitutes an endorsement.

By: _____ [signature]

_____ [name]

_____ [title]

_____ [insert contact info]