

**LETTER OF CREDIT
(Form)*****

Bank Name* _____

Bank Address _____

Letter of Credit No. _____

This Letter of Credit is effective as of _____

Expiration date is at close of business on** _____

Account Holder Name and Address _____

Beneficiary: Board of Supervisors of Stafford County, Virginia
P.O. Box 339
Stafford, VA 22555-0339

ATTN: County Administrator

Dear Sir or Madam:

We hereby establish our irrevocable and unconditional Letter of Credit in your favor and authorize you to draw on us for the account of (Developer's Name and Address) _____

_____ for a sum or sums up to an aggregate amount of:
_____, U.S. Dollars (U.S. \$ _____)

available by your draft or drafts at sight and will be duly honored if presented at our offices at
(Bank's Name and Address)* _____.

All drafts shown hereunder must be endorsed on the reverse side thereof and marked "Drawn under (Bank's Name) _____'s Letter of Credit # _____ of (Developer's Name) _____ and The Board of Supervisors of Stafford County, Virginia dated (issuance date) _____, together with a written statement certifying that, "*The undersigned is a duly authorized official acting on behalf of the Board of Supervisors of Stafford County, Virginia and the amount of the accompanying sight draft is due and payable to the Treasurer of the County of Stafford, Virginia as a result of the failure of (Developer's Name) _____ to complete certain improvements in compliance with a plat or plan approved by the County of Stafford for the property known as (name of development and plan number, section, etc.) _____ or otherwise failed to perform in compliance with a performance agreement between (Developer's Name) _____ and the County.*"

We hereby agree with bona fide holders that all drafts drawn under and in compliance with the terms of this letter of credit shall meet with due honor upon presentation and delivery of documents as specified and if drawn and presented for negotiation on or before the expiration date as stated hereinabove.**

It is a condition of this Letter of Credit that it is automatically extended without amendment for additional six (6) month period from the expiration date, unless at least ninety (90) calendar days prior to the initial, or any subsequent expiration date, we notify you by registered mail that we elect not to consider this Letter of Credit renewed for any such additional period. Such notice of our intention not to renew this Letter of Credit as provided for herein shall authorize you to draw upon this Letter of Credit, unless (Developer's Name) _____ provides you with, at least thirty (30) calendar days prior to the then current expiration date, a replacement letter of credit with terms and conditions substantially identical to those contained herein. Upon our sending such notice of non-renewal, and upon the Developer's failure to replace the letter of credit within the specified time, you may draw under this Letter of Credit by presentation and delivery to us of a draft or drafts with a written statement certifying that *"The undersigned is a duly authorized official acting on behalf of the Board of Supervisors of Stafford County, Virginia and that the amount of the accompanying sight draft is due and payable to the Treasurer of the County of Stafford, Virginia as a result of the County receiving notice that the letter of credit will not be renewed beyond its current expiration date and that (Developer's Name) _____ has failed to secure and deliver to the County a replacement letter of credit with terms and conditions satisfactory to the County."*

We certify that the amount of the credit herein established will not be reduced for any reason during the period of this instrument without your written consent. In the event the Bank becomes unable to fulfill our obligations under this Letter of Credit for any reason, notice shall be given immediately to you.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 version), International Chamber of Commerce Publication No. 600. If this Letter of Credit expires during an interruption of business as described in Article 36 of said Publication No. 600, the bank hereby specifically agrees to effect payment if this Letter of Credit is drawn against within thirty (30) days after the resumption of business.

IN WITNESS WHEREOF, the bank has hereunto set its signature and seal this _____ day
of _____, 20____.

(Bank Name)

By: _____
(Signature of Authorized Officer)

(Print Name and Title)

STATE / COMMONWEALTH OF _____

COUNTY / CITY OF _____

ACKNOWLEDGMENT

On this _____ day of _____, 20____, before me, a Notary Public in and for the County of
_____ in the State / Commonwealth of _____,

appeared _____, to me personally known who, being duly sworn, did state that he/she

is the (title) _____ of (Bank Name) _____, and is
authorized to and has executed the within instrument, and that the seal affixed to said instrument is the seal of said
Bank, and that said instrument was signed, sealed and delivered on behalf of said Bank, and he/she, as such,
acknowledged said instrument to be the free act and deed set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day, month and year
aforesaid.

My Commission Expires:

Date

Notary Public

* THE BANK OR LENDING INSTITUTION MUST HAVE A PEER GROUP RATING OF 25 OR BETTER AS STATED IN THE MOST RECENT ISSUE OF SHESHUNOFF QUARTERLY RATINGS BOOK TO BE APPROVED BY THE COUNTY AS AN ACCEPTABLE RISK AND MUST BE FDIC OR FSLIC INSURED.

* * THE INITIAL EXPIRATION DATE OF THIS LETTER OF CREDIT SHALL BE NO LESS THAN 3 MONTHS LATER THAN THE DATE OF COMPLETION LISTED IN THE PERFORMANCE AGREEMENT BETWEEN THE ACCOUNT HOLDER AND THE COUNTY, EXCEPT WHERE THE LETTER OF CREDIT IS SECURING LANDSCAPING, WHICH SHALL REQUIRE THE EXPIRATION DATE TO BE AT LEAST 24 MONTHS FROM THE DATE OF ISSUANCE.

*** WORDS IN PARENTHESES (WITH THE EXCEPTION OF THE NUMERICAL DOLLAR AMOUNT) ARE INSTRUCTIONAL, ONLY. PLEASE BE ADVISED, THE COUNTY WILL NOT ACCEPT ANY VARIATIONS TO THIS DOCUMENT WITHOUT THE APPROVAL OF THE COUNTY ATTORNEY. PLEASE READ THE ENTIRE FORM BEFORE ATTEMPTING TO USE.