

BANK'S LETTERHEAD

Date:

County of Albemarle  
c/o Department of Community Development  
Albemarle County Office Building  
401 McIntire Road, North Wing  
Charlottesville, VA 22902-4596

Irrevocable Letter of Credit Number \_\_\_\_\_

Gentlemen:

We hereby establish our Irrevocable Letter of Credit in your favor for the account of \_\_\_\_\_ available by your draft on us at sight up to an aggregate amount of \$ \_\_\_\_\_ accompanied by a certificate signed on your behalf by your duly authorized officer as follows:

"This is to certify that \_\_\_\_\_ has failed to perform obligations in accordance with a project known as \_\_\_\_\_, or otherwise failed to perform in accordance with a performance bond between \_\_\_\_\_ and the County of Albemarle."

All drafts drawn under this credit must contain the clause "Drawn under \_\_\_\_\_ Bank Irrevocable Letter of Credit Number \_\_\_\_\_, dated \_\_\_\_\_," and must be presented at our office at (Street Address, City, State, Zip Code) \_\_\_\_\_, not later than \_\_\_\_\_, or any extension hereof, as provided below. **Drafts may be presented by a written submittal delivered by certified mail (return receipt requested) or overnight courier.**

We hereby agree to duly honor upon presentation drafts drawn under and in compliance with the terms of this letter of credit.

This letter of credit shall be valid until \_\_\_\_\_ and shall thereafter be automatically extended without amendment for a period of one year from the present or future expiration date hereof unless we notify you in writing, by certified mail (return receipt requested), 30 days prior to the present or future expiration date that we elect not to renew this letter of credit for such additional period.

Each drawing shall reduce the amount of this credit dollar for dollar. You will refund to us from the funds drawn under this credit such funds not applied to correct the developer's failure to perform its obligations with the County of Albemarle.

This original letter of credit must accompany the draft which exhausts credits and must be surrendered concurrently with the payment of such draft.

The negotiation of any draft under this letter of credit shall be deemed a warranty to \_\_\_\_\_ Bank by the beneficiary that the terms and conditions expressed herein have been fulfilled.

This credit is subject to Article V of the Uniform Commercial Code as adopted in Virginia, and to the extent not inconsistent with the express terms hereof, is subject to the Uniform Customs and Practice for Documentary Credits, established by the International Chamber of Commerce, as in effect on the date of issuance of this credit.

Sincerely,

\_\_\_\_\_ BANK

BY:

TITLE: