



Instructions for Irrevocable Letter of Credit as Surety

Irrevocable Letters of Credit will be accepted as surety for projects. The Irrevocable Letters of Credit may be on the issuing bank's letterhead.

The Beneficiary is:

Montgomery County Board of County Commissioners, 451 West Third Street, Dayton, Ohio 45422

The Irrevocable Letters of Credit must contain the following verbiage:

We hereby establish our Irrevocable Letter of Credit in your favor, at the request of Applicant. We hereby authorize you to draw on us at the location set forth below, up to an aggregate amount of \$_____ U.S. Dollars available by your draft at sight in the event a claim has been made or a situation exists, under which in your sole judgment, there has been a failure by the Applicant to complete performance on the Project in accordance with Section 801(B) of the Subdivision Regulations for Montgomery County, Ohio and that monies represented by your draft are required at your discretion for your protection under said Subdivision Regulations.

Any drafts so drawn must be marked drawn under this Letter of Credit accompanied by your signed statement:

"A claim has been made and there has been a failure by the Applicant to complete performance of the Project in accordance with Section 801(B) of the Subdivision Regulations for Montgomery County, Ohio."

It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for successive one year periods from its present or any future expiration date unless at least forty-five (45) days before any such expiration date we notify you at your address listed above and the County Sanitary Engineer's office at 1850 Spaulding Road, Kettering, Ohio 45432-3732, in writing by certified or registered mail, that we may elect not to consider this Letter of Credit renewed for any such additional period.

In the event any expiration date falls on a Saturday, Sunday, or any day which we are not open for business, this Letter of Credit shall expire on the next business day.

We engage with you that any drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented by the close of business at our office at the location set forth below on or before the Initial Expiration Date, or any automatically extended date, as hereinbefore set forth.

Unless otherwise expressly stated, this Letter of Credit is subject to the "Uniform Customs and Practice for Documentary Credits" International Chamber of Commerce Publication 600.

If this Letter of Credit expires during a time of interruption of banking for any cause as is listed in Article 26 of the "Uniform Customs and Practice for Documentary Credits," said expiration date shall be automatically extended for ten (10) days after banking business is resumed.

The initial expiration date shall be two (2) years from the date of issuance. The Project Name and Applicant must be noted on the Irrevocable Letters of Credit.