

## IRREVOCABLE LETTER OF CREDIT

DATE

The County Commissioners of Queen Anne's County  
c/o Queen Anne's County Department of Public Works  
312 Safety Drive  
Centreville, MD 21617

Gentlemen:

Date of This Letter:  
Bank's Letter of Credit #:  
Developer/Charge Account Party:  
Amount of Credit:  
Termination Date:  
Project Name:  
Project Number:  
Subject Improvement:

We hereby establish our irrevocable credit for account of the above Developer in a sum not to exceed the above amount, which is stated in United States dollars. The Beneficiary of this Letter of Credit is The County Commissioners of Queen Anne's County (hereinafter "Commissioners"). This credit shall be available by the Commissioners' drafts at sight on us accompanied by the original letter of credit and a statement of the existence of one (1) or more of the following four (4) circumstances:

1. The Developer has not complied in all respects with the terms and conditions of the County's Zoning Ordinance and Specifications for the Subject Improvement prescribed by the Planning Commission and/or the Planning Director; and/or
2. All persons who have provided labor, services or materials with respect to the Subject Improvement have not been paid for such work, services or materials; and/or
3. The County has been subjected to costs, expenses, damages, injury or loss by reason of wrongdoing, misconduct, want of care or skill, negligence or default upon the part of the Developer or any contractor or other person who provided work, services or materials with respect to the Subject Improvement; and/or

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4. Developer has requested an extension of time for completion of the Subject Improvement, and this Letter of Credit is not extended for the period of time approved by the Planning Commission.

Drafts must be presented at the counters of *Issuer's Name and Address* no later than the close of business on the termination date set forth above and must be marked as drawn under this Letter of Credit.

The Credit shall be automatically extended (without the necessity of a formal amendment of the Credit) on each succeeding anniversary date of the initial expiration date, unless not less than 60 days nor more than 90 days prior to the initial expiration date or a subsequent extended expiration date, Beneficiary receives notice from Issuer in writing by overnight courier or registered mail (return receipt requested) that Issuer elects not to extend the Credit for an additional one year period.

This Letter of Credit sets forth in full the terms of our undertaking; and such undertaking shall not in any way be modified, amended or amplified by reference to any documents, instrument or agreement referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.

We hereby agree with bona fide holders of drafts drawn under and in compliance with the terms of this Letter of Credit that such drafts will be duly honored upon presentation.

Except so far as otherwise stated, this Documentary Credit is subject to the "Uniform Customs and Practice for Documentary Credits" (1983 Revision), International Chamber of Commerce (Publication No. 400).

Very truly yours,

*Issuers Name*

By: \_\_\_\_\_  
*Approving Authority's Name and Title*