

SAMPLE

Revised May 13, 2009

PRINTED ON
FINANCIAL
INSTITUTION
LETTERHEAD

Financial Institution Address,
Phone Number, Fax Number

IRREVOCABLE STANDBY LETTER OF CREDIT

NAME OF BANK: _____ DATE ISSUED: _____

IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

AMOUNT: _____

Issued subject to the The Uniform Customs and Practices for Documentary Credits, 2007 revision, ICC Publication number 600L, implemented July 1, 2007.

TO: _____ THE CORPORATION OF THE CITY OF WELLAND _____

ADDRESS: _____ 60 EAST MAIN STREET, WELLAND ONTARIO L3B 3X4 _____

WE HEREBY AUTHORIZE YOU TO DRAW ON THE

(Name of Bank & Address)

for the account of _____
(Name of Customer)

UP TO AN AGGREGATE AMOUNT OF _____

DOLLARS(\$ _____) available on demand.

PURSUANT TO THE REQUEST OF our customer: _____
(Name of Customer)

_____ we the _____
(Name of Bank)

hereby establish and give you an Irrevocable Standby Letter of Credit in your favour in the above amount which may be drawn on by you at any time and from time to time, upon written demand for payment made upon us by you which demand we shall honour without enquiring whether you have the right as between yourself and the said customer to make such demand, and without recognizing any claim of our said customer, or objection by it to payment by us.

DEMAND shall be by way of a Letter signed by the Treasurer of the Municipality under the corporate seal. Presentation shall be made to the bank at: _____

(Bank's Address)

THE IRREVOCABLE STANDBY LETTER OF CREDIT we understand relates to those Municipal services and financial obligations set out in an Agreement between the customer and the Municipality and referred to as _____

(Name of Project, Subdivision or Development)

THE AMOUNT of this Irrevocable Standby Letter of Credit may be reduced from time to time as advised by notice in writing to the undersigned by the Treasurer of the Corporation of the City of Welland.

THIS IRREVOCABLE STANDBY LETTER OF CREDIT will continue in force for a period of one year, but shall be subject to the condition hereinafter set forth.

IT IS A CONDITION of this Irrevocable Standby Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date hereof, unless at least 30 days prior to the present or any future expiration date, we notify you in writing by registered mail that we elect not to consider this Irrevocable Standby Letter of Credit to be renewable for any additional period.

DATED at _____, this the _____ day of _____, 20____

AUTHORIZED SIGNATURE
(Name & Title of Bank Representative)

AUTHORIZED SIGNATURE
(Name & Title of Bank Representative)