


<p>SAMPLE</p>  <p>Design Review Letter Of Credit</p>	<p>[Financial House Letterhead]</p> <p>[Address]</p> <p>[City, State Zip]</p> <p>[Phone Number]</p> <p>[Fax Number]</p>
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[Issue Date]

IRREVOCABLE LETTER OF CREDIT NO. **[Number]**

APPLICANT: **[Customer/Applicant]**
[Address]
[City, State Zip]

BENEFICIARY: County of Kane
c/o County Engineer
41W011 Burlington Road
St. Charles, Illinois 60175

PROJECT
NAME:

EXPIRATION: **[2 Yrs From Issue]**

Dear County Engineer:

We, **[Financial House Name]**, insured by FDIC, hereby establish our Irrevocable Letter of Credit in favor of the County of Kane and authorize the County Engineer or his/her successor in office to draw on us at sight for up to an aggregate amount of \$10,000.00 Dollars, effective **[Issue Date]** and expiring **[Expiration Date]**.

We understand that **[Applicant]** has made application to the County Engineer of Kane County to construct certain improvements to **[County Highway #XX]**, locally known as **[Road Name]**, and this Irrevocable Letter of Credit shall serve as the Performance Guarantee required by Kane County.

The County Engineer or his/her agent or successor in office may modify this letter of credit (and/or use the deposit check of \$10,000.00 for plan review) to satisfy outstanding debts for engineering plan review owed beyond thirty (30) days delinquent. A reduction in the Design Review Letter of Credit will not be granted at any time.

In no event will a draft be honored pursuant to this Letter of Credit unless the County Engineer presents a notification of default signed by the County Engineer (signed as such) stating that "**[Applicant]** has failed to satisfactorily complete or carry on the work of the installation and construction of the required improvements."

This Irrevocable credit established by the **[Applicant]** shall be in force until **[Expiration Date]** and shall remain in effect without regard to any default in payments of sums owed to the **[Financial House]** by our customer and without regard to other claims which we may have against **[Applicant]**.

Sixty (60) days prior to the expiration of this credit, we shall notify the County of Kane, by registered letter addressed to the County Engineer of the County of Kane, return receipt requested, of the impending expiration date. This commitment shall not terminate regardless of any other provision contained herein, without the County Engineer being notified in writing by registered or certified mail sixty (60) days prior to the expiration.

The undersigned institution hereby represents and warrants that it has full power, right and authority to deliver this Irrevocable Letter of Credit, that the same is within all lending limits of this institution, and is binding, in accordance with the terms contained herein on the undersigned institution.

We understand that no oral modification of this Letter of Credit will be effective and that it contains the entire agreement between the County of Kane and the [Financial House]. We also understand that the laws of the State of Illinois will control.

We engage with you that all drafts drawn under and in compliance with the terms of this credit will be duly honored by us if presented at this office on or before the expiration date.

This credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication 500.

Yours truly,

[Signature Of Financial House Officer]

[Name Of Financial House Officer]

[Title]