**FORM LETTER ONLY**

ABC BANK

IRREVOCABLE STANDBY LETTER OF CREDIT

NO. 1001

**BENEFICIARY:** DATE: September 01, 1999

Washington Suburban Sanitary Commission EXPIRATION: September 01, 2000

14501 Sweitzer Lane AMOUNT: $100,000.00

Laurel, MD 20707-5902

**APPLICANT:**

**\*\*\*\* PAYMENT \*\*\*\***

We hereby issue our Irrevocable Letter of Credit No. in favor of Washington Suburban Sanitary Commission for the sum not exceeding $ U.S. Dollars available by your SIGHT draft drawn on

bearing the clause “Drawn on Letter of Credit No. , dated September 01, 1999”, accompanied by the following documents:

1. Statement purportedly signed by an authorized official of the Washington Suburban Sanitary Commission, duly notarized, stating as follows:

“ , has failed to comply in all respects with the applicable terms, conditions, provisions and requirements of the Washington Suburban Sanitary Commission and the terms and conditions upon which the Washington Suburban Sanitary Commission, Plan No. approved, and have not fully met and faithfully performed their obligations in completing the work according to said approved plan, and have not well and truly and in a manner satisfactory to the Washington Suburban Sanitary Commission, completed the work described in said plan. Therefore, the funds drawn are due and payable.”

1. The original of this Letter of Credit with original amendments, if any.

It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for one year from the present or any future expiration date, unless forty-five (45) calendar days prior to such expiration date the Washington Suburban Sanitary Commission shall be notified by certified letter that we elect not to consider this Letter of Credit Renewed for any such period. We further agree that no change, extension of time, alteration or addition to the work to be performed or to the plans or specifications relating to the same, shall in any way affect our obligation under this Letter of Credit, and we specifically waive notice of any such change, extension of time, alteration or addition.

We further agree that all demands for payment made under and in compliance with the terms and conditions of this

Letter of Credit will be duly honored by us and that no defenses that may be available to the contractor will be asserted against demand for payment made hereunder.

We hereby engage with you that drafts drawn under and in conformity with the terms of this Letter of Credit will be duly honored upon presentation if presented on or before **September 01, 2000**, or any automatically extended date thereafter.

This credit is subject to Uniform Customs and Practice for Documentary Credit, International Chamber of Commerce in effect on the date of issuance.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Assistant Vice President