

IRREVOCABLE LETTER OF CREDIT  
(Bank Name and Address)

Example – Wording must be as shown on Bank’s letterhead.

To: City of San Clemente  
Engineering/Development Section  
910 Calle Negocio, Suite 100  
San Clemente, Ca. 92673

Date: \_\_\_\_\_  
Credit No.: \_\_\_\_\_  
Amount U.S. \$ \_\_\_\_\_

Gentlemen:

At the request of \_\_\_\_\_ (“Customer”), (the “Bank\*\*”) hereby establishes in your favor an Irrevocable Letter of Credit for a total amount of U.S. \$ \_\_\_\_\_ available by your sight draft, drawn on the Bank expiring \_\_\_\_\_ (one year from date) unless automatically renewed as herein provided.

This Letter of Credit shall be automatically extended for additional periods of one year each from the present or future expiration date, unless we notify you and the Customer via courier or certified mail at least one hundred and twenty (120) calendar days prior to the then expiration date that we have elected not to renew this Letter of Credit. Thirty days after receipt of such notice, you may draw on this Letter of Credit by presentation of the documents mentioned herein.

This Letter of Credit is issued in connection with the obligation of the Customer for \_\_\_\_\_ for property located at \_\_\_\_\_ within the City of San Clemente, California (the “City”). A drawing under this Letter of Credit shall be made by your presenting to us this Letter of Credit, and a demand in writing signed by a person who has been duly authorized to sign on your behalf.

Said demand shall refer to this Letter of Credit by the above number, shall state the amount demanded and shall certify that the Customer has failed to comply with the conditions of \_\_\_\_\_, by and between the Customer and the City after fifteen (15) days written notice to the Customer demanding compliance with the conditions of said \_\_\_\_\_, or the City of San Clemente has received notice that we have elected not to renew this Letter of Credit.

Upon receipt of the said documents, we shall pay to you the amount stated in the said demand to be payable to you without inquiring whether you have a right to such amount

as between yourself and the Customer, provided that such amount, together with other amounts paid to you under this Letter of Credit, if any, do not exceed in the aggregate the stated amount of the Letter of Credit.

This Letter of Credit shall be terminated upon receipt of your letter certifying that the \_\_\_\_\_ has been made by the Customer.

Unless expressly stated, this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 revision), International Chamber of Commerce Publication No. 600.

\_\_\_\_\_ Bank  
By: \_\_\_\_\_  
(Authorized Representative)  
(Notarized Signature Required)

\* Must be Orange County Bank.