

REQUIRED FORMAT

Irrevocable Standby Letter of Credit No. _____ Date: _____
Expiration: _____

From:

To:

City of Austin, a Texas home-rule
municipal corporation
IF USPS:

City of Austin Development Services
Attn: Fiscal Surety PDC 4th Floor
P.O. Box 1088
Austin, TX 78767

(the "Beneficiary")
IF Overnight:

City of Austin Development Services
Permitting & Development Center
Attn: Fiscal Surety 4th Floor
6310 Wilhelmina Delco Drive
Austin, TX 78752

Email: FiscalSurety@austintexas.gov

City File Number:

Site Plan / Subdivision Address:

Applicant:

Dear City of Austin, Fiscal Surety Office:

We, _____(the "Bank"), hereby establish and issue in
Beneficiary's favour this Irrevocable Standby Letter of Credit No. _____
(the "Letter of Credit") in the aggregate amount not exceeding
_____ USD (\$_____) in support of the liabilities and
obligations of the Applicant to the Beneficiary, effective immediately and expiring on the
Expiration Date (as hereinafter defined).

Funds under this Letter of Credit are available to Beneficiary on or before the Expiration Date (as hereinafter defined) on presentation by Beneficiary, during business hours on any day on which banks are open for business in _____ at _____ (the "Bank's Address"), of a sight draft in substantially the form attached hereto as **Exhibit "1"**, indicating the same is drawn under this Letter of Credit, and accompanied by one of the following additional documents:

- (a) a completed certificate in substantially the form attached hereto as **Exhibit "2"** signed by a person purporting to be an authorized agent of Beneficiary and dated the date of presentation; or
- (b) a completed certificate in substantially the form attached hereto as **Exhibit "3"** signed by a person purporting to be an authorized agent of Beneficiary and dated the date of presentation.

The Bank hereby undertakes with Beneficiary to honor each request drawn under and in compliance with the terms of this Letter of Credit if duly presented together with a certificate, as set forth above, at the Bank's Address on or before the Expiration Date (as hereinafter defined). Presentation of drafts and certificates via email or other form of electronic transmission, first-class mail, courier, or in person shall be permitted hereunder. The Bank shall by same-day return email communication to the attention of Director of Development Services Department or designee (Financial Manager –Fiscal Surety Office) at the email address set forth in the Beneficiary's Address confirm receipt of presentation (but no failure or delay by the Bank in confirming receipt of presentation shall affect the effectiveness of presentation by the Beneficiary).

The Bank will honor Beneficiary request(s) drawn under and in compliance with this Letter of Credit without inquiring whether you have a right, as between the Beneficiary and the Applicant, to make such request and without recognizing any claims of the Applicant.

The "Expiration Date" shall be one year from the date as first written above. In the event Beneficiary is not in receipt of a replacement letter of credit or alternate security which is acceptable to Beneficiary at least thirty (30) days prior to the then current Expiration Date, Beneficiary may draw upon this Letter of Credit as outlined above. We further state that terms of this Letter of Credit are irrevocable prior to the expiration date unless Beneficiary consents to such a revocation in writing.

Any number of partial drawings and multiple presentations are permitted under this Letter of Credit. The amount of this Letter of Credit shall be automatically reduced by the amount of any drawing paid hereunder.

All charges relating to the issuance of this Letter of Credit are for the account of Applicant.

This Letter of Credit shall be governed by the International Chamber of Commerce's International Standby Practices ("ISP98") except to the extent that the terms hereof are inconsistent with the provisions of the ISP98, in which case the terms of this Letter of Credit shall govern.

This Letter of Credit shall be deemed to be a contract made under the laws of the State of Texas and applicable U.S. federal law and shall be governed by and construed in accordance with such laws as to matters which are not governed by the ISP98. The parties hereby irrevocably agree to the exclusive jurisdiction of the courts of the State of Texas, with venue in Travis County.

Document(s) presented in excess of the amount of this Letter of Credit are acceptable, however, payment(s) shall not exceed the value of this Letter of Credit.

Notices concerning this Letter of Credit may be sent to a party by courier, first-class mail, certified mail, registered mail, electronic transmission or similar communications facility, to its respective address set forth herein. Any notice, demand, request or other communication is deemed to have been received by the party to whom it is sent at the time of its delivery if personally delivered, or on the business day following its receipt if mailed by registered mail, or on the business day following its successful transmittal if sent by email or other form of electronic transmission, as the case may be, but if mail, email or other form of electronic transmission is interrupted by force majeure or other cause beyond the control of the parties, then the party sending the notice, demand, request or communication shall use any of the services that have not been so interrupted to deliver the notice, demand, request or other communication, in order to ensure prompt receipt of the notice, demand, request or other communication, by the other party. Each party may notify the other of any change of address in the manner provided above.

The Beneficiary may make inquiries regarding this Letter of Credit by way of writing addressed to the Bank's Address or by telephone at (____) ____ - _____

Authorized Officer's Signature

Financial Institution

Mailing address

City, State

Zip code

Email Address

EXHIBIT "1"

**To That Certain
Irrevocable Standby
Letter of Credit**

_____ , _____

Amount: USD. [\$ _____]
[_____ dollars]

Drawn under Irrevocable Standby Letter of Credit No. _____ of

At Sight

Pay to the order of: **CITY OF AUSTIN**

In reference to: Irrevocable Standby Letter of Credit No. _____, dated
_____.

To:

CITY OF AUSTIN
Director of the Development Services Department,
or designee

AUTHORIZED SIGNATURE

EXHIBIT “2”

**To That Certain
Irrevocable Standby
Letter of Credit**

CERTIFICATE

The undersigned hereby certifies to _____ (the “Bank”), with reference to Irrevocable Standby Letter of Credit No. _____ (the “Letter of Credit”) issued by the Bank in favour of C (the “Beneficiary”), that because the Applicant (as defined in the Letter of Credit) has not provided a replacement letter of credit, or alternate security, acceptable to the Beneficiary not less than thirty (30) days prior to the Expiration Date (as defined in the Letter of Credit), the Beneficiary is drawing upon the Letter of Credit in an amount equal to [USD \$ _____].

DATED as of the ____ day of _____, _____.

CITY OF AUSTIN
Director of the Development Services Department,
or designee

AUTHORIZED SIGNATURE

EXHIBIT “3”

**To That Certain
Irrevocable Standby
Letter of Credit**

CERTIFICATE

The undersigned hereby certifies to _____ (the “Bank”), with reference to Irrevocable Standby Letter of Credit No. _____ (the “Letter of Credit”) issued by the Bank in favour of **CITY OF AUSTIN** (the “Beneficiary”), that the Applicant (as defined in the Letter of Credit) has failed to pay the Beneficiary or perform its obligations in accordance with the terms and provisions of the Agreement the Beneficiary and the Applicant and, thus, the Beneficiary is drawing upon the Letter of Credit in an amount equal to [USD \$ _____].

DATED as of the ____ day of _____, _____.

CITY OF AUSTIN
Director of the Development Services
Department, or designee

AUTHORIZED SIGNATURE