

## Standards for Letters of Credit

In addition to any other requirements imposed upon a letter of credit (the "Letter of Credit") issued pursuant to this Agreement, each Letter of Credit shall meet and be governed by the following additional standards and requirements:

1. Letter of Credit Requirements. The Letter of Credit shall be printed on Bank Safety Paper or the equivalent. The following terms and no others shall be stated on the face of the Letter of Credit:

1.1 The Letter of Credit is clean, unconditional, and irrevocable.

1.2 The Letter of Credit is payable to City upon presentation of the City's draft.

1.3 City may make partial draws upon the Letter of Credit. In that event, the issuer will return the original Letter of Credit to the City within ten (10) business days of payment.

1.4 The Letter of Credit is conditioned for payment solely upon presentation of a sight draft and a copy of the Letter of Credit.

1.5 Within ten (10) days after City's draft on the Letter of Credit is honored, City must make the original of the Letter of Credit available to the Letter of Credit Department of the issuer upon which the issuer may endorse its payments. Such presentation can be done via overnight courier.

1.6 The issuer specifies a fax number, email address and street address at which City may present drafts on the Letter of Credit as required by 1.5 above.

1.7 The Letter of Credit is valid until a specified date.

1.8 The Letter of Credit is the individual obligation of the issuer, in no way contingent upon reimbursement with respect thereto, or upon issuer's ability to perfect any lien or security interest.

1.9 The Letter of Credit will be automatically renewed for successive one (1) year periods, unless at least one hundred twenty (120) days prior to expiration the issuer notifies City in writing, by either registered or certified mail or courier, that issuer elects not to renew the Letter of Credit for the additional period. In the event of such notification, any then unused portion of the Letter of Credit shall be available by draft on or before the then current expiration date. If necessary, replacement instruments can be prepared within the (ninety) 90 days prior to expiration.

1.10 The Letter of Credit is otherwise subject to the most recent edition of the Uniform Customs and Practices for Documentary Credits published by the International Chamber of Commerce. Notwithstanding Article 36 of said Publication, in the event that one or more of the occurrences specified in Article 36 of said Publication occurs, then the bank hereby specifically agrees that this letter of credit shall be extended so as not to expire during such interruption of business and shall extend for ten days after such resumption of business.

1.11 The Letter of Credit need not be transferable.

2. Approved Forms. The form of the Letter of Credit and of drafts upon the Letter of Credit shall be as follows:

2.1 Except as approved in writing by City's Chief Financial Officer or designee, form of the Letter of Credit shall be in the form set out below.

2.2 Except as approved in writing by City's Chief Financial Officer or designee, the form of drafts upon the Letter of Credit shall be in the form set out below.

3. Issuer Requirements. The issuer of the Letter of Credit shall meet all of the following requirements:

3.1 The issuer shall be a federally insured financial institution with offices in Maricopa County, Arizona.

3.2 The issuer shall be a member of the New York Clearing House Association or a commercial bank or trust company satisfactory to City.

3.3 The issuer shall have a net worth of not less than \$500 million.

FORM OF LETTER OF CREDIT

Date \_\_\_\_\_, 20\_\_

Letter of Credit No.: \_\_\_\_\_

Chief Financial Officer
City of Tempe
20 E. Sixth Street, 2nd Floor
Tempe, AZ 85281

Dear Sir or Madam:

We hereby establish our clean, unconditional and irrevocable Letter of Credit in your favor at the request and for the account of \_\_\_\_\_ [Company Name] in the aggregate amount of \_\_\_\_\_ Thousand Dollars (\$ \_\_\_\_\_), available upon presentation of your draft in the form attached hereto as Schedule "1".

We will honor each draft presented to us at any of our letter of credit office locations in compliance with the terms of this Letter of Credit. Partial draws are permitted. Each draft must be accompanied by a copy of this Letter of Credit. Within ten (10) days after we honor your draft, you must make the original of this Letter of Credit available to us at our designated letter of credit department located at \_\_\_\_\_ upon which we may endorse our payment. If there is still an amount available under the original letter of credit, such original letter of credit will be returned to the City of Tempe at the address above within ten (10) days of payment. Drafts and the original and/or copy of the letter of credit may be presented by any of the following means:

- 1. By fax to (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_.
2. By email to \_\_\_\_\_.
3. By hand or overnight courier service delivery to:

\_\_\_\_
\_\_\_\_
\_\_\_\_\_

This Letter of Credit is valid until \_\_\_\_\_ [anniversary date of agreement], 201\_, and shall thereafter be automatically renewed for successive one (1) year periods, unless at least one hundred twenty (120) days prior to expiration we notify you in writing, by either registered or certified mail, that we elect not to renew the Letter of Credit for such additional period. In the event of such notification, any then unused portion of the Letter of Credit shall be available upon your presenting to us your draft on or before the then current expiration date.

This Letter of Credit is subject to the most recent edition as of the date of this Letter of Credit of the Uniform Customs and Practices for Documentary Credits published by the International Chamber of Commerce. Notwithstanding Article 36 of said Publication, in the event that one or more of the occurrences specified in Article 36 of said Publication occurs, then the bank hereby specifically agrees that this letter of credit shall be extended so as not to expire during such interruption of business and shall extend for ten days after such resumption of business. This Letter of Credit is not assignable. All questions arising in connection with this letter of credit shall be determined according to the laws of the state of Arizona.

\_\_\_\_ (bank name) \_\_\_\_\_, a \_\_\_\_\_
By \_\_\_\_\_ (bank officer's signature) \_\_\_\_\_
\_\_\_\_\_ (bank officer's name printed) \_\_\_\_\_
Its \_\_\_\_\_ (bank officer's title) \_\_\_\_\_
Phone: \_\_\_\_\_ (bank officer's phone number) \_\_\_\_\_

**FORM OF DRAFT ON LETTER OF CREDIT**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

From: Chief Financial Officer  
City of Tempe  
20 E. Sixth Street, 2<sup>nd</sup> Floor  
Tempe, Arizona 85281

Re: \_\_\_\_\_ [Company Name]  
Contract No. C201\_-\_\_ dated \_\_\_\_\_, 201\_

Date: \_\_\_\_\_, 20\_\_

Ladies and Gentlemen:

Pursuant to your Letter of Credit No. \_\_\_\_\_, the City of Tempe hereby demands cash payment in the amount of \_\_\_\_\_ (\$\_\_\_\_\_).

Please make your payment to the City of Tempe in the form of a wire deposit (and indicate the amount is coming from the letter of credit issued to \_\_\_\_\_ [Company Name] to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If such deposit cannot be accomplished immediately for any reason, please make your payment in the form of a cashier's check issued by your institution and delivered to me at the address listed above.

I certify that I am the Chief Financial Officer of the City of Tempe.

If there is any imperfection or defect in this draft or its presentation, please inform me immediately at 480-350-8504 so that I can correct it. Also, please immediately notify the City Attorney at 480-350-8227.

Thank you.

\_\_\_\_\_  
City of Tempe, Chief Financial Officer