

Re: Letter of Credit

To Whom It May Concern:

We hereby issue our irrevocable Letter of Credit No. _____ in your favor and at the request of and for the account of _____, for an amount not to exceed _____, to warrant that the road construction of _____ in _____ will be built, completed, and comply with the one-year maintenance period according to Montgomery County 1984 Subdivision Rules and Regulations, available by your sight draft drawn on _____, subject to the following terms and conditions:

1. Sight draft referencing this credit; and
2. A written statement signed by the County Judge of Montgomery County to the effect that _____ has not complied with the 1984 Subdivision Rules and Regulations of Montgomery County.

All drafts so drawn must be marked, "*drawn under* _____, *Letter of Credit No.* _____, *dated* _____."

This credit and all liabilities hereunder expires _____, _____, at the counter of _____. All drafts against this credit must be drawn and negotiated on or before this date.

We hereby agree that drafts drawn under and in accordance with the terms of this credit will be honored upon presentation and delivery of documents as specified if presented to _____.

It is a condition of this Letter of Credit that the amount shall be reduced to an aggregate sum not to exceed _____ U.S. Dollars (\$ _____) upon receipt by (name of financial institution) of written notification from Montgomery County Commissioners' Court that the construction of streets and roads in conformity with the Montgomery County Rules and Regulations for Subdivision (October 1984) has occurred, as evidenced by an official action of the Commissioners' Court of Montgomery County, Texas, incorporating such streets and roads into the one-year maintenance period.

This credit is subject to "*Uniform Customs and Practice for Documentary Credits*" (1993 revision) fixed by the International Chamber of Commerce Publication No. 500.