

L/C WORDING FOR COVERAGE OF
GENERAL OBLIGATIONS

EXHIBIT "A" TO APPLICATION AND
AGREEMENT FOR STANDBY LETTER OF
CREDIT DATED _____, 200X

[DRAFT COPY FOR REVIEW AND ACCEPTANCE BY ALL PARTIES]

IRREVOCABLE LETTER OF CREDIT

BENEFICIARY:

City Of Casa Grande
510 East Florence Blvd.
Casa Grande, AZ 85222

Letter of Credit No.: _____
Date: _____, 200X

Attn: Larry Rains – Finance Director

At the request and for the account of _____, we hereby establish our irrevocable Letter of Credit in your favor in the amount of _____ United States Dollars (US _____). This Letter of Credit is available with us at our above office by payment of your draft(s) drawn on us at sight accompanied by your signed and dated statement worded as follows:

“The undersigned, an authorized representative of City Of Casa Grande (the “City”), hereby certifies that the amount of the accompanying draft drawn under _____ Letter of Credit number _____ represents the amount the City is entitled to draw on the _____ Letter of Credit as a result of the failure of _____ (the “Developer”) to complete on and off-site improvements, more specifically, improvements approved by the Casa Grande City Engineer and as set forth in the Casa Grande Ordinances including on and off-site grading for public improvements, public portions of sewer, drainage/retention improvements, concrete, paving, and landscaping improvements (including private landscaping required by the zoning approval and the major site plan approval), public improvements required by the City of Casa Grande’s approval of Casa Grande Resolution No. _____ in Casa Grande, Arizona, as shown on plans prepared by _____ dated _____, and that at least then (10) business days in advance of the presentation of the sight draft for payment, the City of Grande has provided to the applicant by courier, or certified mail, return receipt requested, notice of the City’s intention to draw funds on this Letter of Credit.”

Each draft must also be accompanied by the original of this Letter of Credit for our endorsement on this Letter of Credit of our payment of such draft.

Partial and multiple drawings are permitted under this Letter of Credit.

Each draft must be marked "**DRAWN UNDER** _____ **LETTER OF CREDIT NO.**
."

This Letter of Credit expires at our above office on _____, but shall be automatically extended, without written amendment, to _____ in each succeeding calendar year unless we have sent written notice to you at your address above by registered mail or express courier that we elect not to renew this Letter of Credit beyond the date specified in such notice, which expiration date will be _____ or any subsequent _____, and be at least sixty (60) calendar days after the date we send you such notice.

Upon our sending you such notice of the non-renewal of the expiration date of this letter of credit, you may also draw under this Letter of Credit by presentation to us at our above address, on or before the expiration date specified in such notice, of your draft drawn on us at sight accompanied by your signed and dated statement worded as follows :

"The undersigned, an authorized representative of _____ (the "Beneficiary") hereby certifies that (1) the Beneficiary has received notice from _____ that the Letter of Credit will not be renewed beyond its current expiration date and (2) _____ has failed to secure and deliver to the Beneficiary a replacement letter of credit in form and substance satisfactory to the Beneficiary."

This Letter of Credit is subject to the Uniform Customs and Practice For Documentary Credits (1993 Revision), International Chamber of Commerce Publication No. 500, and engages us in accordance with the terms thereof.

We hereby engage with you that each draft drawn and presented to us in compliance with the terms and provisions of this Letter of Credit will be duly honored by payment to you of the amount requested.

Very truly yours,

By: _____
(Authorized Signature)

[TO BE USED ONLY WHEN THE LETTER OF CREDIT IS ATTACHED AS AN EXHIBIT TO THE ACCOUNT PARTY'S APPLICATION FOR STANDBY LETTER OF CREDIT]

FORMAT AGREED TO AND ACCEPTED BY:

By: _____
(Authorized Signature)