



City of Charles Town  
101 East Washington Street  
P.O. Box 14  
Charles Town, WV 25414

Re: Irrevocable Letter-of-Credit # \_\_\_\_\_  
Amount \$ \_\_\_\_\_

Dear City of Charles Town Council:

By this letter, (Bank Name) hereby establishes an Irrevocable Letter-of-Credit, No. \_\_\_\_\_, and authorizes you to draw on us for the account of \_\_\_\_\_(Project Name/Borrower) up to an aggregate amount of \$ \_\_\_\_\_, subject to the terms and conditions stated herein.

Draws under this Letter-of-Credit are available by your draft presented to our Bank at its (Bank's Location), on or before its expiration on (January 15th or July 15th of a given year), and accompanied by the following documents:

1. A certification executed and signed by a duly authorized member of the City Council of City of Charles Town, West Virginia, that (Project Name/Borrower) has failed to perform its obligation under, and according to, the terms of that certain construction bond agreement, attached hereto and made a part hereof; and
2. The original Letter-of-Credit.

We hereby agree that drafts under and in compliance with the terms of this Letter-of-Credit will be duly honored if presented as aforesaid on or before it expiration on (January 15th or July 15th of a given year).

Except as otherwise stated herein, this credit is subject to the Uniform Commercial Code and shall be construed under the laws of the State of West Virginia. Any draft upon this Letter-of-Credit shall be marked "Drawn under (Bank Name) Letter-of-Credit" for (Project Name/Borrower) dated (Date of Letter-of-Credit).

Very Truly Yours,

(Bank Name)  
(Signature of Bank Officer)  
(Type Bank Officer's Name & Title)  
(Date)