

APPENDIX D (ii)

Block(s) _____ Lot(s) _____

**IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE)**

Issued by:

Name of Banking Institution: _____

Address: _____

City/State/ZIP: _____

Telephone: _____ Fax: _____

Issue Date: _____

Expiration Date and Time: _____

Letter of Credit Number: _____

Beneficiary:

Name: Jackson Township Municipal Utilities Authority
135 Manhattan Street
Jackson, NJ 08527
Phone: (732) 928-2222 Fax: (732) 928-3589

Applicant:

Name: _____

Address: _____

City/State/ZIP: _____

Telephone: _____ Fax: _____

Amount: _____ Dollars (\$)

(Not to exceed 120 percent of the cost of the improvements, as certified by the Authority's engineer).

We hereby issue our irrevocable standby letter of credit in your favor, which is available by your draft at sight bearing our letter of credit number _____ on _____ (name of banking institution).

Your draft must be presented at the office indicated above by personal delivery or by registered or certified mail or courier and must be accompanied by: (1) the original standby letter of credit and any subsequent

original amendments; and (2) an original statement purportedly signed by the engineer of the Jackson Township Municipal Utilities Authority stated: "The amount of this drawing under irrevocable Standby Letter of Credit No. _____, issued _____ by _____ (name of banking institution), represents the amount due us as a result of the failure of _____ (name of applicant) to complete, in whole or in part, the required site improvements as detailed in the Authority's resolution of approval and in that certain Engineer's Estimate entitled " _____ " prepared by _____ and dated _____. I hereby certify that notice of the incompletions upon which this drawing is based was given to the applicant by registered or certified mail or by courier on _____ (date at least 30 days prior to the date of the municipal engineer's statement)." This certification shall be accompanied by a resolution of the Authority's governing body endorsing the findings of the engineer and stating that the improvements have not been approved or accepted.

This letter of credit shall be deemed to be automatically extended annually for periods of one year unless written notice is given by the banking institution by registered or certified mail or by courier to the applicant and the Authority at least 60 days prior to the then-current expiration date.

In the event of the failure of the applicant to furnish another letter of credit meeting the requirements of N.J.S.A. 40:14B-1 et seq., or other acceptable security, at least 30 days prior to the expiration date of this letter of credit, the Authority may, to the extent allowed by law, draw upon this letter of credit to pay the cost of any incompletions.

This letter of credit shall expire upon approval or acceptance by resolution of the Authority's governing body of all improvements cited in the aforesaid Engineer's Estimate or upon replacement of this letter of credit by other security meeting applicable legal requirements. Upon approval or acceptance of some, but not all of said improvements, a reduction in the amount of this letter of credit shall be granted in accordance with N.J.S.A. 40:14B-1 et seq., provided that all procedures set forth in N.J.S.A. 40:14B-73 have been followed and satisfied.

All correspondence to the banking institution concerning this letter of credit shall be addressed to the office indicated above.

This letter of credit shall inure to the benefit of the beneficiary municipality only and no other party shall acquire any rights hereunder.

This letter of credit is subject to [Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication No. 500] [International Standby Practices 1998 (ISP98)]. (Note: Either shall be acceptable.)

We hereby agree with you that drawings under and in compliance with the terms of this letter of credit shall be duly honored upon presentation to us.

Witness/Attest:

(Authorized Signature and Title)