

Block(s) _____ Lot(s) _____

IRREVOCABLE STANDBY LETTER OF CREDIT

Issued by:

Name of Banking Institution: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____

Issue Date: _____

Expiration Date and Time: _____

Letter of Credit Number: _____

Beneficiary:

Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____

Applicant:

Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____

Amount: _____ Dollars (\$ _____)

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 Executive Director of Hackettstown Municipal Utilities Authority stating: "The amount of this drawing under Irrevocable Standby Letter of Credit No. _____, issued _____ by _____ (name of banking institution), represents the amount due for certain fees as detailed in the Application For Final Approval for Service, approved by the Hackettstown Municipal Utilities Authority on _____ (date of approval), which have not been received by the Hackettstown Municipal Utilities Authority."

It is a condition of this letter of credit that it will be deemed automatically extended without amendment, for an additional 12-month period from the present or any future expiration date hereof, unless written notice is given by the banking institution by registered or certified mail or by courier to the Authority at least 60 days prior to the then current expiration date. If the banking institution elects not to extend this letter of credit, the Authority may draw hereunder by presentation of a Sight Draft only.

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 Authority 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.

Date: _____

(Authorized signature and title)

Witness/Attest:
