

SAMPLE LETTER OF CREDIT

Irrevocable Letter of Credit Number: **XXXXXX**

Date (Month Day, Year)

BENEFICIARY:

MLT Vacations
2915 North Broadway
Minot, ND 58703

APPLICANT:

Name of Agency
Agency Street Address
Agency City, State & Zip Code
Agency Phone Number

We hereby establish our Irrevocable Standby Letter of Credit Number **XXXXXX** in your favor for the account of **Name of Agency, Agency Street Address, City, State & Zip Code**, in the initial amount of **\$XX,XXX.00** (XX Thousand and no/100 United States Dollars) expiring at our counters one year from the date of issuance or any automatically extended date stated herein.

Funds under this credit are available to the MLT Vacations against presentation of:

1. A draft at sight purportedly signed by an authorized signed of MLT Vacations bearing the clause "Drawn under **Bank Name** Letter of Credit number **XXXXXX**" and the draft must be duly endorsed on the reverse side thereof by the beneficiary, specifically referencing this Letter of Credit number.
2. The original Letter of Credit and amendments, if any, attached thereto.
3. A statement signed by an authorized signer of MLT Vacations stating that "The amount of the draft presented concurrently with this statement (I) has / have not been paid to MLT Vacations by **Name of Agency** and (II) MLT Vacations has determined that the amount of the draft is past due to MLT Vacations by **Name of Agency**."
4. Copy of a list of the unpaid invoices (numbers and dollar amounts) that **Name of Agency** failed to pay.

Partial drawings are permitted.

It is a condition of this Irrevocable Standby Letter of Credit that it shall be considered automatically extended without amendment for one year from the present or any future expiration date unless we notify you in writing at least sixty (60) days prior to any such expiration date that this Irrevocable Standby Letter of Credit will not be renewed.

We hereby agree with drawers that drafts and documents as specified above will be duly honored upon presentation to **Bank Name**, attn: Standby Letter of Credit Department **Bank Address, Bank Phone Number**, if presented on or before the expiration date of the Irrevocable Standby Letter of Credit or any automatically extended date stated herein.

Except as otherwise specified herein, this credit is subject to the International Standby Practices (ISP98), International Chamber of Commerce Publication Number 590, or any subsequent revision thereto.

This Letter of Credit shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to the principles of conflict of laws.

MLT15739