

SECTION 00 61 15 - LETTER OF CREDIT

[Bank's Letterhead]

[Clean, Unconditional, Standby Irrevocable Credit Number]

[Date]

BENEFICIARY

The Kroger Co. (its Subsidiaries and Affiliates)
<Region Street Address>
<Region City, State, Zip>

Attn:

Gentlemen:

For account of <Contractor's Legal Name> we hereby establish our Clean, Unconditional, Standby Irrevocable Credit ("Letter of Credit") in your favor for drawings up to the aggregate amount of <Insert dollar amount> effective immediately and expiring at <Insert Bank Address> with our close of business on <Insert Date>.

The term "Beneficiary" includes any successor by operation of law of the named Beneficiary including, without limitation, any liquidator, rehabilitator, receiver or conservator.

We hereby undertake to promptly honor each of your sight draft(s) drawn on us in substantially the form of Exhibit "A" attached hereto, indicating our Credit No. <Insert Number>, for all or any part of this credit if presented at <Insert Bank Address> on or before the expiry date or any automatically extended expiry date. If you so choose, you will be able to draw on this Letter of Credit more than once, without amendment, provided that the sum of the amounts that you have drawn does not exceed the full amount of this Letter of Credit.

Except as stated herein, this undertaking is not subject to any condition or qualification. Our obligation under this Letter of Credit shall be our individual obligation, in no way contingent upon reimbursement with respect thereto.

This Letter of Credit shall be automatically extended without amendment for one year from the expiry date thereof, or any future expiration date, unless at least forty-five days prior to any expiration date we shall notify you by registered mail or courier service that we elect not to consider this Letter of Credit renewed for any such additional period.

The following documents must be presented at our office in person or by mail on or before the expiry date in accordance with the terms and conditions of this Letter of Credit:

1. Original of this Letter of Credit.
2. A certificate signed or purporting to be signed by an officer of Beneficiary substantially in the form of Exhibit "B" attached hereto stating as follows: "The amount is due".

We will accept such statement as binding and correct without having to investigate or having to be responsible for the accuracy, truthfulness, conclusory correctness or validity thereof or any part thereof and notwithstanding the claim of any person to the contrary.

Should you have occasion to communicate with us regarding this Credit, kindly direct your communication to the attention of our Letter of Credit Department, making specific reference to our Irrevocable Credit. No. <Insert Number>.

This Letter of Credit is subject to and governed by the laws of the state or commonwealth in which the Project is located, <Insert site location, address and state where Project is located>, and the <Insert current revision> Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce and Practice for Documentary Credits of the International Chamber of Commerce (Publication <Insert publication number>) and, in the event of any conflict, the laws of the state or commonwealth in which the Project is located will control. If this Credit expires during an interruption of business as described in Article <Insert Article number> of said Publication <Insert publication number>, we hereby specifically agree to effect payment if this Credit is drawn against within 30 days after the resumption of business.

Very Truly Yours,

(Issuing Bank)

EXHIBIT "A"

SIGHT DRAFT

_____, _____(DATE)

Letter of Credit #

(ISSUING BANK)

AT SIGHT

PAY TO THE ORDER OF THE KROGER CO. (ITS SUBSIDIARIES AND AFFILIATES) THE SUM
OF _____ AND 00/100 DOLLARS (US\$ _____).

“DRAW UNDER (ISSUING BANK) CLEAN, UNCONDITIONAL, STANDBY, IRREVOCABLE
LETTER OF CREDIT NUMBER (L/C NUMBER) DATED (DATE).”

THE KROGER CO., an Ohio corporation

BY: _____

NAME: _____

TITLE: _____

EXHIBIT "B"

_____, _____(DATE)

(ISSUING BANK)

Letter of Credit Operations

Attention:

RE: Clean, Unconditional, Irrevocable Standby Letter of Credit No. _____.

Gentleman:

In accordance with the terms of the referenced Letter of Credit, in my capacity as _____ of The Kroger Co., a duly authorized officer of said corporation. I hereby certify that:

"THE AMOUNT IS DUE"

You are further directed to wire to The Kroger Co. the full sum of _____ Dollars (US\$ _____) on this date as follows:

ABA No.
Attention:

The sight draft payable to The Kroger Co. is attached hereto as the following page.

Original Standby Irrevocable Letter of Credit No. _____ [with amendments, if any] is enclosed.

Sincerely,

The Kroger Co., an Ohio Corporation

BY:

Name:
Its:

END OF SECTION 00 61 15