

SPECIMEN LETTER OF CREDIT

For Use with Second Mortgage Applications for Michigan Mortgage Brokers, Lenders, and Servicers

Under Act No. 125 of the Public Acts of 1981, as amended.

IRREVOCABLE STANDBY LETTER OF CREDIT NO. <issuing bank assigns number>

Director, Department of Insurance and Financial Services
Consumer Finance Section
530 W. Allegan St.,
7th Floor
Lansing, MI 48933

Director:

We hereby establish our Irrevocable Standby Letter of Credit No. <enter number> in your favor for the account of <account party> up to the aggregate amount of U.S. \$ <use Proof of Financial Responsibility Deposit amount from Table 1 on page 3>.

The credit amount is available to you by your draft(s) on us at sight when accompanied by your signed and dated statement reading as follows:

"The undersigned (the "Director") hereby demands the sum of (amount to be specified) under <name of issuing bank> (the "Issuing Bank") Irrevocable Letter of Credit No. <specify> (the "Credit"), issued for the account of <name of Mortgage Broker/Lender/Servicer> (the "Account Party"), as evidenced by the sight draft accompanying this statement, and certifies that one or more of the following has occurred:

1. The Account Party, at the sole determination of the Director, has not conducted business in accordance with the Michigan Secondary Mortgage Loan Act, Act No. 125 of the Public Acts of 1981, as amended.
2. The Account Party, at the sole determination of the Director, has not conducted business in accordance with a rule promulgated by the Director, pursuant to the Michigan Secondary Mortgage Loan Act, Act No. 125 of the Public Acts of 1981, as amended.
3. The Account Party, at the sole determination of the Director, has not paid money as such money has come due.
4. The Director has been notified by the Issuing Bank that it has elected not to extend the expiration date of the Credit, and the Account Party has failed to provide a replacement letter of credit or other proof of financial responsibility specified under the Michigan Secondary Mortgage Loan Act, Act No. 125 of the Public Acts of 1981, as amended, fully acceptable to the Director at least sixty (60) days prior to the current expiry of the Credit."

Drafts must be presented at our Michigan Branch Location at <enter full street address of Michigan Branch Location> no

later than December 31, <enter year>. All drafts must be marked: "Drawn under Irrevocable Standby Letter of Credit No.

<enter number>, dated <enter date>."

It is a condition of the Letter of Credit that it be automatically extended for a period of one year from its present or future expiration date unless we notify you in writing by registered mail at least ninety (90) days prior to such date that we elect not to extend the expiration of this Letter of Credit for such additional period.

We hereby agree with you that drafts drawn under and in compliance with the terms of this credit shall be duly honored on due presentation.

This credit is subject to Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication 600.

Sincerely,

<Authorized Signature - issuing bank>