

EXHIBIT A



Wells Fargo Bank, N.A.
U.S. Trade Services
Standby Letters of Credit
401 N. Research Pkwy, 1st Floor
MAC D4004-017,
Winston-Salem, NC 27101-4157
Phone: 1(800) 776-3862 Option 2
E-Mail: sblc-new@wellsfargo.com

THIS SAMPLE WORDING IS PRESENTED WITHOUT ANY RESPONSIBILITY ON OUR PART. THIS PROFORMA IS PROVIDED TO YOU AT YOUR REQUEST ONLY AS SUGGESTED WORDING FOR THE LETTER OF CREDIT. PLEASE NOTE THAT THE LETTER OF CREDIT IS IN DRAFT FORM ONLY AND REMAINS UNISSUED AND IS NOT AN ENFORCEABLE INSTRUMENT.

BANK MAY, IN ITS SOLE DISCRETION, ACCEPT A PHOTOCOPY, FACSIMILE, ELECTRONICALLY TRANSMITTED, OR OTHER REPRODUCTION OF A SIGNED COPY OF THIS PROFORMA (INCLUDING A PDF VERSION RECEIVED VIA EMAIL) OR AN ELECTRONICALLY EXECUTED COPY OF THIS PROFORMA (INCLUDING VIA SWIFT OR DOCUSIGN) AS THE BINDING AND EFFECTIVE RECORD OF THIS PROFORMA, IN EACH CASE WITH THE SAME EFFECT AS AN ORIGINAL MANUALLY SIGNED PROFORMA, WHETHER OR NOT AN ORIGINAL MANUALLY SIGNED PROFORMA IS ALSO RECEIVED BY BANK FROM APPLICANT. APPLICANT REPRESENTS TO BANK THAT THE SIGNATURE (WHETHER A PHOTOCOPY, FACSIMILE, ELECTRONICALLY TRANSMITTED COPY OR REPRODUCTION OF AN INK SIGNATURE OR AN ELECTRONIC SIGNATURE) THAT APPEARS ON THE PROFORMA THAT IS TRANSMITTED BY APPLICANT TO BANK IN ANY MANNER IS INTENDED BY APPLICANT TO AUTHENTICATE THE PROFORMA AND EVIDENCE APPLICANT'S AGREEMENT WITH ITS TERMS NOTWITHSTANDING THAT SUCH SIGNATURE MAY NOT BE AN ORIGINAL MANUAL SIGNATURE. APPLICANT FURTHER AGREES THAT ANY SUCH PROFORMA RECEIVED BY BANK SHALL CONSTITUTE AN ORIGINAL DOCUMENT FOR ALL PURPOSES, INCLUDING ESTABLISHING THE PROVISIONS OF THE PROFORMA, SHALL BE BINDING ON AND ENFORCEABLE AGAINST APPLICANT, AND SHALL BE LEGALLY ADMISSIBLE UNDER THE BEST EVIDENCE RULE.

APPLICANT(S) HEREBY AGREE WITH THE FORM AND WORDING OF THE FOLLOWING PROFORMA LETTER OF CREDIT, AND REQUEST THAT WELLS FARGO BANK, N.A. ISSUE THE LETTER OF CREDIT WITH SUCH FORM AND WORDING. IF THERE ARE MULTIPLE APPLICANTS FOR THE LETTER OF CREDIT, THE SIGNATURE OF ONE APPLICANT DENOTES APPROVAL BY ALL APPLICANTS AND BINDS ALL APPLICANTS.

BY: _____
NAME AND TITLE:

THIS PROFORMA LETTER OF CREDIT IS AN INTEGRAL PART OF THE APPLICATION AND AGREEMENT FOR THE ISSUANCE OF THE LETTER OF CREDIT. THE LETTER OF CREDIT CANNOT BE ISSUED UNTIL THE PROFORMA LETTER OF CREDIT IS RETURNED TO US WITH THE APPLICANT'S SIGNATURE ABOVE.

Irrevocable Standby Letter Of Credit

Number : IS000131393U

Issue Date : June 3, 2020

BENEFICIARY

APPLICANT

THE CITY OF ELGIN
310 N MAIN STREET

LGI HOMES, INC.
1450 LAKE ROBBINS DRIVE, SUITE 430

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P.O BOX 591
ELGIN, TEXAS 78621

THE WOODLANDS, TEXAS 77380

LETTER OF CREDIT ISSUE AMOUNT USD 483,742.00 EXPIRY DATE JUNE 3, 2021

LADIES AND GENTLEMEN:

AT THE REQUEST AND FOR THE ACCOUNT OF THE ABOVE REFERENCED APPLICANT, WE HEREBY ISSUE OUR IRREVOCABLE STANDBY LETTER OF CREDIT (THE "WELLS CREDIT") IN YOUR FAVOR IN THE AMOUNT OF FOUR HUNDRED EIGHTY THREE THOUSAND SEVEN HUNDRED FORTY TWO AND 00/100 (\$ 483,742.00) AVAILABLE WITH US AT OUR ABOVE OFFICE BY PAYMENT AGAINST PRESENTATION OF THE FOLLOWING DOCUMENTS:

1. A DRAFT DRAWN ON US AT SIGHT MARKED "DRAWN UNDER WELLS FARGO BANK, N.A. STANDBY LETTER OF CREDIT NO. IS000131393U."
2. THE ORIGINAL OF THIS STANDBY LETTER OF CREDIT AND ANY AMENDMENTS THERETO.

THIS LETTER OF CREDIT EXPIRES AT OUR ABOVE OFFICE ON JUNE 03, 2021. IT IS A CONDITION OF THIS LETTER OF CREDIT THAT SUCH EXPIRATION DATE SHALL BE DEEMED AUTOMATICALLY EXTENDED, WITHOUT WRITTEN AMENDMENT, FOR EVERY SIX MONTHS TO DECEMBER 03 OR JUNE 03 IN EACH SUCCEEDING CALENDAR YEAR, UNLESS AT LEAST 30 CALENDAR DAYS PRIOR TO SUCH EXPIRATION DATE WE SEND WRITTEN NOTICE TO YOU AT YOUR ADDRESS ABOVE BY OVERNIGHT COURIER OR REGISTERED MAIL THAT WE ELECT NOT TO EXTEND THE EXPIRATION DATE OF THIS LETTER OF CREDIT BEYOND THE DATE SPECIFIED IN SUCH NOTICE.

IN NO EVENT SHALL THIS LETTER OF CREDIT BE EXTENDED BEYOND 12/31/2024 WHICH WILL BE CONSIDERED THE FINAL EXPIRATION DATE. ANY REFERENCE TO A FINAL EXPIRATION DATE DOES NOT IMPLY THAT WE ARE OBLIGATED TO EXTEND THE EXPIRATION DATE BEYOND THE INITIAL OR ANY EXTENDED DATE THEREOF.

MULTIPLE AND PARTIAL DRAWING(S) ARE PERMITTED UNDER THIS LETTER OF CREDIT; PROVIDED, HOWEVER, THAT THE TOTAL AMOUNT OF ANY PAYMENT(S) MADE UNDER THIS LETTER OF CREDIT WILL NOT EXCEED THE TOTAL AMOUNT AVAILABLE UNDER THIS LETTER OF CREDIT.

IF ANY INSTRUCTIONS ACCOMPANYING A DRAWING UNDER THIS LETTER OF CREDIT REQUEST THAT PAYMENT IS TO BE MADE BY TRANSFER TO AN ACCOUNT WITH US OR AT ANOTHER BANK, WE AND/OR SUCH OTHER BANK MAY RELY ON AN ACCOUNT NUMBER SPECIFIED IN SUCH INSTRUCTIONS AS THAT OF THE BENEFICIARY'S WITHOUT ANY FURTHER VALIDATION.

WE HEREBY ENGAGE WITH YOU THAT EACH DRAFT DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE DULY HONORED IF PRESENTED TOGETHER WITH THE DOCUMENTS SPECIFIED IN THIS LETTER OF CREDIT AT OUR OFFICE LOCATED AT, 401 N. RESEARCH PKWY, MAC D4004-017, WINSTON-SALEM, NC 27101], ATTENTION: US TRADE SERVICES, STANDBY LETTERS OF CREDIT ON OR BEFORE THE ABOVE STATED EXPIRY DATE, OR ANY EXTENDED EXPIRY DATE IF APPLICABLE.

THIS IRREVOCABLE STANDBY LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING. THIS UNDERTAKING IS INDEPENDENT OF AND SHALL NOT IN ANY WAY BE MODIFIED, AMENDED, AMPLIFIED OR INCORPORATED BY REFERENCE TO ANY DOCUMENT, CONTRACT OR AGREEMENT

EXHIBIT A



REFERENCED HEREIN OTHER THAN THE STIPULATED ICC RULES AND GOVERNING LAWS.

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THIS STANDBY LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICE 1998, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590.

Very Truly Yours,

WELLS FARGO BANK, N.A.

By: _____
Authorized Signature

The original of the Letter of Credit contains an embossed seal over the Authorized Signature.

Please direct any written correspondence or inquiries regarding this Letter of Credit, always quoting our reference number, to **Wells Fargo Bank, National Association**, Attn: U.S. Standby Trade Services

at either 794 Davis Street, 2nd Floor
MAC A0283-023,
San Leandro, CA 94577-6922

or 401 N. Research Pkwy, 1st Floor
MAC D4004-017,
WINSTON-SALEM, NC 27101-4157

Phone inquiries regarding this credit should be directed to our Standby Customer Connection Professionals

1-800-776-3862 Option 2
(Hours of Operation: 8:00 a.m. PT to 5:00 p.m. PT)

1-800-776-3862 Option 2
(Hours of Operation: 8:00 a.m. EST to 5:00 p.m. EST)