## Subcontractor's Letter to General Contractor Tendering Substitute Security and Requesting Release of Retainage (Letter of Credit)

Trustworthy Contracting Company 13 Veracity Lane Pay-On-Time, Missouri 61313

> Re: Project Name: \_\_\_\_\_\_ Location: \_\_\_\_\_

Gentlemen:

Pursuant to \$436.309 RSMo., we hereby tender an irrevocable and unconditional letter of credit in favor of the owner issued by [*name of bank*] in the amount of \$\_\_\_\_\_. This is being tendered pursuant to Missouri law as substitute security so that no retainage shall be withheld from payments which are due to us for our work on this project in excess of the amount of the security.

Hence, we request release of retainage that has heretofore been withheld, or if none has been withheld, we request that it not be withheld in the future up to the amount of the security.

You shall please comply with your obligations under the law by tendering our substitute security to the owner with a like request. Kindly copy me on your letter to the owner transmitting this substitute security.

You are further reminded that pursuant to §436.309, you are required to pay over to us within five working days after receipt, any accumulated retainage paid by the owner to you on account of substitute security tendered by us.

Thank you very much.

Sincerely,

HUMBLE SUBCONTRACTOR CO.

By: \_\_\_\_\_

U.R. Servant, President