

## APPENDIX "B"

**(MUST BE ON ORIGINAL BANK LETTER HEAD)**  
**IRREVOCABLE STANDBY LETTER OF CREDIT NO. #**

**DATE:**

**IN FAVOR OF (BENEFICIARY):**

City of Hendersonville  
Attn: Planning Department  
101 Maple Drive North  
Hendersonville, TN 37075

**FOR ACCOUNT OF (APPLICANT):**

**AMOUNT:**

We hereby establish our Irrevocable Standby Letter of Credit (hereinafter "Credit") in you favor available by your draft(s) drawn at SIGHT on (Name of Bank) in (City, County, State) (must be in Sumner, Davidson, Macon, Robertson, Trousdale, Williamson or Wilson County) and accompanied by the documents specified below:

1. Certificate of default, signed by the Chairman of the Hendersonville Regional Planning Commission or the Mayor of the City of Hendersonville, certifying that: The applicant has not completed, in accordance with the Hendersonville Subdivision Regulations and the attached Development Agreement, the streets, water lines, sewer lines and/or other improvements required by said subdivision regulations for (name of subdivision including phase and/or section) approved by Hendersonville Regional Planning Commission on (date approved), which approval was conditioned upon the completion of the said improvements. The certificate shall also state the approximate dollar amount of damage to the City which amount shall be identical to the face amount of the accompanying draft.
2. Original Letter of Credit and Amendments if any.

This Letter of Credit is valid for an initial period of one (1) year and shall be automatically renewed for successive periods of one (1) year without any effort on the part of the City. We reserve the right to revoke this Letter of Credit, but only after providing the Beneficiary with 90 days notice by certified mail, return receipt requested.

**PAGE ONE OF TWO (CONT. ON PAGE TWO)**

**PAGE TWO OF TWO OF IRREVOCABLE STANDBY LETTER OF CREDIT  
NO.# \_\_\_\_\_**

**All drafts must be marked: “Drawn under (Name of Bank) in (bank address) Credit  
No.# \_\_\_\_\_.**

**Except so far as otherwise expressly stated this Credit is subject to International  
Standby Practices/ISP 98, International Chamber of Commerce Publication No.  
590.**

**We hereby engage with you that all drafts drawn under and in compliance with the  
terms of this Credit will be duly honored if drawn and presented for payment at this  
office on or before the expiration date of this Credit.**

\_\_\_\_\_  
**Signed by Officer of Bank with Title**