

**[LENDING INSTITUTION LETTER HEAD]**

**IRREVOCABLE COMMERCIAL LETTER OF CREDIT**

Credit Number:

Date:

**BENEFICIARY:**

Knox County, Tennessee  
Attn: Rhiannon Flynn  
Knox County Engineering & Public Works  
205 West Baxter Avenue  
Knoxville, TN 37917

**FOR THE ACCOUNT OF:**

**NAME OF DEVELOPER**  
**PROJECT NAME**  
**ADDRESS OF DEVELOPER**

Dear Sir or Madam:

We hereby issue this documentary Letter of Credit in favor of Knox County, Tennessee, available in the following manner and on the following terms:

1. Drafts: Your drafts drawn on **[BANK NAME]** at site must be negotiated on or before **[MATURITY DATE]**. Each of which must state on its face “drawn under commercial letter of credit number **[CREDIT NUMBER]**, dated **[DATE ISSUED]** of **[ISSUER NAME]**.”
2. Address: Drafts under this credit may be negotiated in person or by mail at the following address: **[PHYSICAL ADDRESS WHERE MAIL MAY BE RECEIVED AND SIGNED FOR]**. Drafts may also be negotiated in person at any branch office of the issuer.
3. Amount: The sum of all drafts drawn under this letter of credit may not exceed **[AMOUNT]**.
4. Purpose: This credit is available and drafts must be drawn hereunder for the account of applicant for satisfactory completion of new development, redevelopment, and land disturbing activities at **[PROJECT NAME]** according to Knox County’s specifications.
5. Documents: Written statement signed by the Knox County Mayor’s office stating that “**[DEVELOPER NAME]** has not completed work at **[PROJECT NAME]**.”
6. Obligation of Issuer: **[BANK NAME]** agrees with the drawers, endorsers and bona fide holders of drafts and negotiated in compliance with the terms of this letter of credit that such draft will be honored upon due presentation.

7. Construction and Jurisdiction: This agreement shall be construed in accordance with laws of the State of Tennessee. For the purpose of resolving a dispute arising under this letter of credit, the parties hereto consent to the jurisdiction in the courts of Knox County, Tennessee.
8. Other Provisions: None

[NAME OF LENDING INSTITUTION]

**BY:** \_\_\_\_\_  
*Signature*

**ITS:** \_\_\_\_\_  
*Title*

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

Personally appeared before me, \_\_\_\_\_ (name of signatory), with whom I am personally acquainted, and who acknowledged that he or she executed the within instrument for the purposes therein contained and who further acknowledged that he or she is the \_\_\_\_\_ (identification of the agency position of the natural person executing the instrument, such as "attorney-in-fact" or "president" or "general partner") of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand, at office, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_