

MILITANA, BARNEY, BOYLAN & MCGILL

AN ASSOCIATION OF ATTORNEYS

RICHARD MILITANA*
(615) 595-1525

109 HOLIDAY COURT
SUITE B-5

THOMAS BOYLAN
(615) 815-5331

JOHN A. BARNEY*
(615) 224-8540

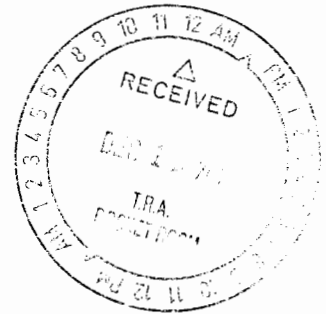
FRANKLIN, TENNESSEE 37067

MICHELE MCGILL
(615) 948-9005

TELEPHONE (615) 595-1525 - FACSIMILE (800) 895-3239

* also admitted in Florida

20140176



VIA: HAND DELIVERY

Sharla Dillon, Dockets and Records Manager
502 Deadrick Street, 4th Floor
Nashville, TN 37243

Re: Show Cause Proceeding Against King's Chapel Docket # 14-00007

Dear Ms. Dillon,

Enclosed please find an original and 13 copies of the *Tariff Filing of Kings Chapel Capacity to true-up bonding costs* to be filed in the above docket.

Sincerely,

MICHELE MCGILL

KING'S CHAPEL CAPACITY

Providing Superior Wastewater Service to Tennessee

December 12, 2014

VIA HAND DELIVERY

Mr. David Foster, Chief
Utilities Division
Tennessee Regulatory Authority
502 Deaderick Street, 4th Floor
Nashville, Tennessee 37219

Re: Tariff Filing of Kings Chapel Capacity to true-up bonding costs.

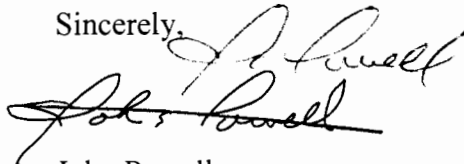
Dear Mr. Foster:

On December 19, 2008 the TRA issued an Order in Docket 08-00069 approving the tariff of King's Chapel Capacity ("KCC") to implement a pass through charge effective February 2009 for bonding costs imposed by Williamson County.

The tariff pages and supporting documentation attached to this letter trues-up this bonding cost from February 2009 through September 2014. These tariff pages have an effective date of December 1, 2014.

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "John Powell", written over a horizontal line.

John Powell
President

Kings Chapel Capacity**True-Up of Bonding Cost - February 2009 Through September 2014**

Item	Amount
Williamson County Bond Requirement at September 2014	\$116,500
Bond just tendered to Williamson County December 2014 LOC # 9054480	82,500
Bond required by Williamson County in 1st Quarter 2015	157,720
Total Pro Forma Williamson County Bond Requirement	\$356,720
Interest Rate adopted by TRA for KCC Bonding	7.95%
Current Bond Pass-Through Costs	\$28,359
Over-Recovered Bond Costs (February 2009 - September 2014)	9,667
Net Pro Forma Bond Surcharge	\$18,692
Projected Bills (110 Customers * 12)	1,320
Pro Forma Monthly Bonding Surcharge Rate	\$14.16
Current KCC Monthly Bonding Surcharge Rate	\$18.60
Monthly Bonding Surcharge Reduction	\$4.44

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)
Month	Bond #1	Bond #2	Bond #3	Bond #4	Bond #5	Bond #6	Bond #7	Bond #8	Bond Total	7.95% Interest Rate	Monthly Cost	Customers Billed	Cost Per Customer	Base Rate	Rate Difference	(Under)/Over Recovery	Cumulative Recovery
February 2009	\$151,642	\$11,500	\$6,533		\$8,213				\$177,888	14.142	1,179	54	21.82	\$18.60	-\$3.22	-\$174.11	-\$174.11
March	151,642	11,500	6,533		8,213				177,888	14.142	1,179	54	21.82	18.60	-3.22	-174.11	-348.22
April	151,642	11,500	6,533		8,213				177,888	14.142	1,179	54	21.82	18.60	-3.22	-174.11	-522.33
May	151,642	11,500	6,533		8,213				177,888	14.142	1,179	55	21.43	18.60	-2.83	-155.51	-677.84
June	151,642	11,500	6,533		8,213				177,888	14.142	1,179	55	21.43	18.60	-2.83	-155.51	-833.35
July	151,642	11,500	6,533		8,213				177,888	14.142	1,179	55	21.43	18.60	-2.83	-155.51	-988.86
August	151,642	11,500	6,533		8,213				177,888	14.142	1,179	56	21.04	18.60	-2.44	-136.91	-1,125.77
September	151,642	11,500	6,533		8,213				177,888	14.142	1,179	56	21.04	18.60	-2.44	-136.91	-1,262.68
October	151,642	11,500	6,533		8,213				177,888	14.142	1,179	57	20.68	18.60	-2.08	-118.31	-1,380.99
November	151,642	11,500	6,533		8,213				177,888	14.142	1,179	58	20.32	18.60	-1.72	-99.71	-1,480.70
December	151,642	11,500	6,533		8,213				177,888	14.142	1,179	58	20.32	18.60	-1.72	-99.71	-1,580.41
January 2010	151,642	11,500	6,533		8,213				177,888	14.142	1,179	59	19.97	18.60	-1.37	-81.11	-1,661.52
February	151,642	11,500	6,533		8,213				177,888	14.142	1,179	60	19.64	18.60	-1.04	-62.51	-1,724.03
March	151,642	11,500	6,533		8,213				177,888	14.142	1,179	61	19.32	18.60	-0.72	-43.91	-1,767.94
April	151,642	11,500	6,533		8,213				177,888	14.142	1,179	61	19.32	18.60	0.72	-43.91	-1,811.85
May	151,642	11,500	6,533		8,213				177,888	14.142	1,179	61	19.32	18.60	-0.72	-43.91	-1,855.76
June	151,642	11,500	6,533		8,213				177,888	14.142	1,179	62	19.01	18.60	-0.41	-25.31	-1,881.07
July	151,642	11,500	6,533		8,213				177,888	14.142	1,179	64	18.41	18.60	0.19	11.89	-1,869.18
August	151,642	11,500	6,533		8,213				177,888	14.142	1,179	65	18.13	18.60	0.47	30.49	-1,838.69
September	151,642	11,500	6,533		8,213				177,888	14.142	1,179	66	17.86	18.60	0.74	49.09	-1,789.60
October	151,642	11,500			8,213				171,355	13.623	1,135	66	17.20	18.60	1.40	92.37	-1,697.23
November	151,642	11,500			8,213				171,355	13.623	1,135	67	16.94	18.60	1.66	110.97	-1,586.26
December	151,642	11,500			8,213				171,355	13.623	1,135	68	16.69	18.60	1.91	129.57	-1,456.69
January 2011	151,642	11,500			8,213				171,355	13.623	1,135	69	16.45	18.60	2.15	148.17	-1,308.52
February	151,642	11,500			8,213				171,355	13.623	1,135	65	17.47	18.60	1.13	73.77	-1,234.75
March	151,642	11,500			8,213				171,355	13.623	1,135	66	17.20	18.60	1.40	92.37	-1,142.38
April	151,642	11,500			8,213				171,355	13.623	1,135	67	16.94	18.60	1.66	110.97	-1,031.41
May	151,642	11,500			8,213				171,355	13.623	1,135	66	17.20	18.60	1.40	92.37	-939.04
June	151,642	11,500			8,213				171,355	13.623	1,135	70	16.22	18.60	2.38	166.77	-772.27
July	151,642	11,500			8,213				171,355	13.623	1,135	68	16.69	18.60	1.91	129.57	-642.70
August	151,642	11,500			8,213				171,355	13.623	1,135	67	16.94	18.60	1.66	110.97	-531.73
September	151,642	11,500			8,213				171,355	13.623	1,135	69	16.45	18.60	2.15	148.17	-383.56
October	151,642	11,500			8,213				171,355	13.623	1,135	69	16.45	18.60	2.15	148.17	-235.39
November	151,642	11,500			8,213				171,355	13.623	1,135	71	15.99	18.60	2.61	185.37	-50.02
December	151,642	11,500			8,213				171,355	13.623	1,135	71	15.99	18.60	2.61	185.37	135.35
January 2012	151,642	11,500		\$65,000	8,213				236,355	18.790	1,566	72	21.75	18.60	-3.15	-226.65	-91.30
February	151,642	11,500		65,000	8,213				236,355	18.790	1,566	71	22.05	18.60	-3.45	-245.25	-336.55
March	151,642	11,500		65,000	8,213				236,355	18.790	1,566	70	22.37	18.60	-3.77	-263.85	-600.40
April	151,642	11,500		65,000	8,213				236,355	18.790	1,566	70	22.37	18.60	-3.77	-263.85	-864.25
May	151,642	11,500		65,000	8,213				236,355	18.790	1,566	70	22.37	18.60	-3.77	-263.85	-1,128.10
June	151,642	11,500		65,000	8,213				236,355	18.790	1,566	70	22.37	18.60	-3.77	-263.85	-1,391.95
July	151,642	11,500		65,000	8,213				276,355	21.970	1,831	72	25.43	18.60	-6.83	-491.65	-1,883.60
August	151,642	11,500		65,000	8,213				276,355	21.970	1,831	71	25.79	18.60	-7.19	-510.25	-2,393.85
September	151,642	11,500		65,000	8,213				276,355	21.970	1,831	71	25.79	18.60	-7.19	-510.25	-2,904.10
October	151,642	11,500		65,000	8,213				276,355	21.970	1,831	70	26.16	18.60	-7.56	-528.85	-3,432.95
November	151,642	11,500		65,000					268,142	21,317	1,776	71	25.02	18.60	-6.42	-455.84	-3,888.79
December	151,642	11,500		65,000					268,142	21,317	1,776	78	22.77	18.60	-4.17	-325.64	-4,214.43
January 2013	151,642	11,500		65,000					268,142	21,317	1,776	81	21.93	18.60	-3.33	-269.84	-4,484.27
February	151,642	11,500		65,000					268,142	21,317	1,776	82	21.66	18.60	-3.06	-251.24	-4,735.51
March	151,642	11,500		65,000					268,142	21,317	1,776	83	21.40	18.60	-2.80	-232.64	-4,968.15
April	151,642			65,000					256,642	20,403	1,700	85	20.00	18.60	-1.40	-119.25	-5,087.40
May	151,642			65,000					256,642	20,403	1,700	83	20.48	18.60	-1.88	-156.45	-5,243.85
June				65,000					105,000	8,348	696	84	8.28	18.60	10.32	866.78	-4,377.07
July				65,000					105,000	8,348	696	86	8.09	18.60	10.51	903.98	-3,473.09
August				65,000					105,000	8,348	696	86	8.09	18.60	10.51	903.98	-2,569.11
September				65,000					77,000	6,122	510	87	5.86	18.60	12.74	1,108.08	-1,461.03
October				65,000					77,000	6,122	510	87	5.86	18.60	12.74	1,108.08	-352.95
November				65,000					144,500	11,488	957	89	10.76	18.60	7.84	698.09	345.14
December				65,000					144,500	11,488	957	89	10.76	18.60	7.84	698.09	1,043.23
January 2014				65,000					144,500	11,488	957	89	10.76	18.60	7.84	698.09	1,741.32
February				65,000					144,500	11,488	957	90	10.64	18.60	7.96	716.69	2,458.01
March				65,000					144,500	11,488	957	90	10.64	18.60	7.96	716.69	3,174.70
April	19,500			12,000	67,500				116,500	9,262	772	92	8.39	18.60	10.21	939.39	4,114.09
May	19,500			12,000	67,500				116,500	9,262	772	99	7.80	18.60	10.80	1,069.59	5,183.68
June	19,500			12,000	67,500				116,500	9,262	772	99	7.80	18.60	10.80	1,069.59	6,253.27
July	19,500			12,000	67,500				116,500	9,262	772	102	7.57	18.60	11.03	1,125.39	7,378.66
August	19,500			12,000	67,500				116,500	9,262	772	103	7.49	18.60	11.11	1,143.99	8,522.65
September	19,500			12,000	67,500				116,500	9,262	772	103	7.49	18.60	11.11	1,143.99	9,666.64

King's Chapel Capacity
TRA #3
Wastewater Tariff

Second Revised Sheet #1
Replacing First Sheet #1
Effective Date: February 1, 2015

**King's Chapel Capacity
Wastewater Service Billing Summary**

System	Monthly Charge
Ashby Communities – Sheet 2	\$49.27

**King's Chapel Capacity
Ashby Communities Billing Rates**

	Monthly Charge	Escrowed Amount
Collection System Operation and Maintenance (Tariff Items 1 – 4)	\$8.95	\$6.35
Treatment System Cost (Tariff Items 5 – 7)	6.23	2.90
Utility Cost (Tariff Items 11 and 13)	1.30	0.00
Disposal System Cost (Tariff Items 15 – 17)	1.53	0.88
Sampling and Testing Cost (Tariff Item 18)	7.00	0.00
Billing and Collection Cost (Tariff Item 20)	1.50	0.00
Miscellaneous Cost (Tariff Items 21 – 30 excluding Bonding)	8.60	0.00
Bonding Cost (Pass Through) **	14.16	0.00
Total	\$49.27	\$10.13

Incidental Rates:

Late Payment	5% of Bill.
Disconnection	\$10.00
Reconnection	\$15.00
Returned Check	\$20.00
Access	\$84.00

**** Bonding Cost incurred is passed through to the customer with no markup by the Company.**

Total Bonding Cost

Amount of Bond	\$356,720	
Interest Rate	<u>7.95%</u>	(1% Letter of Credit + 6.95% Debt Funding)
Bond Pass-Thru Cost	\$28,359	
Less Prior Recovered Cost	<u>9,667</u>	
Total Surcharge/(Refund)	\$18,692	
Projected Bills	<u>1,320</u>	(110 Customers * 12 Months)
Total	\$14.16	

King's Chapel Capacity
TRA #3
Wastewater Tariff

Second Revised Sheet #1
Replacing First Sheet #1
Effective Date: February 1, 2015

**King's Chapel Capacity
Wastewater Service Billing Summary**

System	Monthly Charge
Ashby Communities – Sheet 2	\$49.27

**King's Chapel Capacity
Ashby Communities Billing Rates**

	Monthly Charge	Escrowed Amount
Collection System Operation and Maintenance (Tariff Items 1 – 4)	\$8.95	\$6.35
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C	Total Bonding Cost		
	Amount of Bond	\$356,720	
	Interest Rate	7.95%	(1% Letter of Credit + 6.95% Debt Funding)
	Bond Pass-Thru Cost	\$28,359	
	Less Prior Recovered Cost	9,667	
	Total Surcharge/(Refund)	\$18,692	
	Projected Bills	1,320	(110 Customers * 12 Months)
	Total	\$14.16	

KINGS CHAPEL CAPACITY

Bond #1

<u>Amount</u>	<u>Bank</u>	<u>Start</u>	<u>End</u>
\$151,642	Franklin Synergy Bank	05/01/08	05/31/13
0	Released	06/01/13	

ITEM 10

NAME: KING'S CHAPEL, SECTION 1

BOND TYPE: MAINTENANCE BOND FOR WASTEWATER TREATMENT SYSTEM

LOCATION: OFF MURFREESBORO RD.

BACKGROUND: The following table shows the previous history of the bond.

MEETING DATE	BOND TYPE	ACTION TAKEN	BOND AMOUNT
October 2005	Performance Collection & Treatment System	Implemented	\$998,748
September 2006	Performance Collection & Treatment System	Extend	\$998,748
December 2006	Performance Collection & Treatment System	Extend	\$998,748
November 2007	Performance Collection & Treatment System	Extend	\$998,748
May 2008	Performance Collection & Treatment System	Bond separated into Collection System & Treatment System (Maintenance)	\$48,108 (Collection) \$151,642 (Treatment)
May 2008	Maintenance Treatment System	Extend	\$151,642
May 2010	Maintenance Treatment System	Extend	\$151,642
May 2011	Maintenance Treatment System	Extend	\$151,642
May 2012	Maintenance Treatment System	Extend	\$151,642

LAST ACTION: At the May 2012 meeting, this body granted approval to extend this bond in the current amount for a period of one (1) year.

RECOMMENDATION: Per Section 20.08 (A) (3) of the 2013 Zoning Ordinance, this bond has now been in place for the two year minimum, and is recommended for release.

	<u>CURRENT</u>	<u>RECOMMENDED</u>
Wastewater Treatment System	\$151,642	Release
	Maintenance	

Reviewer: JH
Date: 02/14/2013

Joe Horne - Fw: kings chapel capacity → File

From: "John Powell" <john-powell@comcast.net>
To: <jerry.kettles@tn.gov>
Date: 8/8/2012 11:05 AM
Subject: Fw: kings chapel capacity
CC: <JoeH@williamson-tn.org>

Dear Jerry,

Had meeting with Williamson County. They notified me of changes just published that will change our local bonding situation. Those changes become law January 13th.

I have reviewed the new regulations and must ask a few other questions, after which we may be able to predict the total dollar amount of bonds Williamson County will make us have in Place January 2013.

We will be adding some collection bonds and reducing and or eliminating some others. It appears that all the Williamson county bonds will have a shorter shelf life which is good for the rate payers, and the utility.

The last time we calculated our bond cost into our rates we had a bond amount of about 153,000. Today the bonds (secured by cash and assets) total about 282,750. In January the total could go down to 107,000.

So while a financial security filing may be appropriate while trying to take notice of the predicted amount in January 2013. A true up of rates may not be ripe until January when we know what will happen.

I will talk with Hal and we will discuss, and proceed with some sort of filing (Financial Security) before this filing I will have a further discussion with you . I have also copied Joe Horne on this email from Williamson County. So that in the event Joe and You want to discuss any bonding issues you may. The new regs can be found on the county website new zoning ordinance for 2013 (section 20)

Thanks John Powell 496 8681



Williamson County, Tennessee
Planning Department
1320 West Main Street - Suite 400
Franklin, Tennessee 37064
Voice: 615.790-5725 Fax: 615.591-8531

PLANNING COMMISSION BOND ACTION FORM

May 11, 2012

Kings Chapel Capacity LLC
John Powell
1165 Meadow Bridge Ln
Arrington TN 37014

RE: Planning Commission Meeting of May 10, 2012

Subdivision/Project: Kings Chapel, Section 1
Type of Bond: Maintenance Bond for Sewer Treatment System
Amount: \$151,642
Letter of Credit No.: 400290300
Expiration Date: 09/27/2012 – Auto Renewal

At referenced meeting the Williamson County Planning Commission voted to:

☐ Release the bond.
☒ **Review/Extend referenced bond in its present amount for a period of:**
☐ Six (6) months
☒ **One (1) year**
☐ Other:

☐ Increase Amount and review/extend referenced bond to:
Type: Amount:
For a period of:
☐ Six (6) months
☐ One (1) year
☐ Other:

ACTION REQUIRED:

☐ Provide new surety five (5) business days prior to the expiration date or the Letter of Credit will be deemed to be in default. If no new surety is received, the current Letter of Credit will be "called" in its full amount.
☒ **Other: No Bank Action Required, LC is Auto Renewal.**

Copy: Franklin Synergy Bank
Debbie Pool
722 Columbia Avenue
Franklin TN 37064



**IRREVOCABLE STANDBY LETTER OF CREDIT**

Issuer: Franklin Synergy Bank (the "Issuer")

Applicant: King's Chapel Capacity, LLC, a Tennessee Limited Liability Company (the "Applicant")
1413 Plymouth Drive
Brentwood, TN 37027

Project: Wastewater Treatment and Disposal System Improvements for the King's Chapel Subdivision

Beneficiary: Williamson County Planning Commission (the "Beneficiary")
1320 West Main Street, Suite 400
Franklin, TN 37064

Amount: One Hundred Fifty One Thousand Six Hundred Forty Two and no/100 U.S.
Dollars (U.S. \$151,642.00)

Letter of Credit No.: 400290300

This Letter of Credit replaces our Letter of Credit No. _____ issued on _____, 20____. [Left blank if this Letter of Credit is not replacing an outstanding credit of the Issuer.]

Date Issued: September 27, 2010

Expiration Date: ☐ _____, 20____ OR ☒ Perpetual

The Issuer hereby establishes in favor of the Beneficiary this Irrevocable Standby Letter of Credit, including and incorporating the Additional Terms attached hereto, ("Letter of Credit"), with the above Letter of Credit Number, for the account of the Applicant in an amount not exceeding the above dollar amount. If a date certain is indicated above as the expiration date (the "Expiration Date"), this Letter of Credit shall expire at the close of business on that Expiration Date; if, however, the term of this Letter of Credit is perpetual, the Letter of Credit shall not expire except in accordance with applicable law. Funds under this Letter of Credit are available at the office of the Issuer at 722 Columbia Avenue, Franklin, TN 37064, or its successor-in-interest, after presentation of draft(s) drawn at sight on the Issuer at its counters. This Letter of Credit may be cancelled by the Issuer upon sixty (60) days' notice to the Beneficiary in accordance with the terms of this Letter of Credit.

The sight draft(s) shall be in the form of Exhibit A hereto, bearing the clause "Drawn under Letter of Credit Number 400290300 of Franklin Synergy Bank dated September 27, 2010."

The draft(s) shall be accompanied by the following documents:

A sworn affidavit from an official representative of Williamson County Planning Commission stating that an event of default exists and King's Chapel Capacity, LLC has failed to complete Wastewater Treatment and Disposal System Improvements and/or has failed to obtain written authorization to release from all affected agencies for the subdivision known as King's Chapel and Williamson County Planning Commission is entitled to the funds under the terms of the Letter of Credit.

☐ Partial drawings **ARE NOT** permitted, and this ORIGINAL Letter of Credit must accompany and be surrendered with the draft.

☒ Partial drawings **ARE** permitted, subject to the terms of this Letter of Credit. The ORIGINAL Letter of Credit must accompany and be surrendered with the final draft.

[This space intentionally is left blank.]

Except to the extent that the nonvariable provisions of the State of Tennessee's Uniform Commercial Code – Letters of Credit (Tenn. Code Ann. §§ 47-5-101 et seq.) ("UCC") and the specific terms of this Letter of Credit, including those certain Additional Terms incorporated herein and attached hereto, dictate otherwise, this Letter of Credit is governed by the International Standby Practices, 1999 ed., ICC Publication No. 590 ("ISP98").

Very Truly Yours,

Franklin Synergy Bank

By:

Joseph H. Bowman

Name: Joseph H. Bowman

Title: Executive Vice President

[Signature]
SIGN BELOW TO SIGNIFY APPROVAL AND ACCEPTANCE
OF LETTER OF CREDIT
RETURN FOR OUR FILES
8-27-10

ADDITIONAL TERMS

1. Defined Terms. The defined terms used in this Letter of Credit are intended to be consistent with those used in ISP98, except where the UCC's defined terms are nonvariable.

2. Effective Date. This Letter of Credit is effective upon leaving the Issuer's control.

3. Agreement to Honor. Issuer agrees to honor this Letter of Credit under the terms stated herein and to pay the requested draw(s). The agreement to honor is subject to timely and proper demand(s) hereunder, including freedom from any discrepancy at the time of presentment in the sight draft or the required presentment documents, and is subject to a determination of forgery or fraud. Further, the Issuer is not responsible for the performance or nonperformance of the underlying contract, arrangement, or transaction that created the need or purpose for the Letter of Credit; an act or omission of others; or observance or knowledge of the usage of a particular trade.

4. Notice after Presentment. Upon presentment, the Issuer shall have twenty (20) business days, beginning after the day of presentment, to either honor the presentment or to provide notice to the presenter of dishonor. Issuer shall provide notice of dishonor, which shall include the reason for dishonor, whether for discrepancies in the sight draft or presentment documents, expiration of the Letter of Credit, fraud, or forgery, and which shall be communicated to the presenter in writing. However, failure under this section to provide notice of dishonor for any reason does not preclude the Issuer's reliance on such reasons, including discrepancies, as a basis for refusal to honor or as a defense for wrongful dishonor.

5. Fraud. If a presentation is made that appears on its face strictly to comply with the terms and conditions of the Letter of Credit, but a required document is forged or materially fraudulent, or honor of the presentation would facilitate a material fraud by the Beneficiary on the Issuer or Applicant, the Issuer may not, in its discretion, honor the presentment.

6. Partial Draws. If partial draws are permitted under this Letter of Credit, the original Letter of Credit shall be presented each time a draw is requested. The Issuer shall cause the total aggregate amount available hereunder to be reduced by the amount of the respective draw. The reduction shall be indicated on the original Letter of Credit, and each time a reduction is indicated, an appropriate officer of Issuer shall initial the reduction. The requirements of this section are not impacted or affected by the amendment requirements of Section 7.

7. Expiration on a Non-Business Day. If the Expiration Date is not a business day of the Issuer or of a nominated Person, then presentation made there on the first following business day shall be deemed timely.

8. Amendment of Terms and Conditions. This Letter of Credit is not subject to amendment. Amendment of the terms of this Letter of Credit may take place only with the issuance of a new letter of credit, indicating as shown above that it replaces a certain former letter of credit, that incorporates the desired amended terms. If the Issuer agrees to extend the Expiration Date or to otherwise renew the term of this Letter of Credit beyond the Expiration Date, the extension or renewal shall comply with the amendment requirements of this section.

9. Waiver. The issuer may, in its sole discretion, without notice to or consent of the Applicant and without effect on the Applicant's obligations to the Issuer, waive requirements that are for the Issuer's benefit or operational convenience.

10. Original Letter of Credit Lost, Stolen, Mutilated or Destroyed. If the original of this Letter of Credit is lost, stolen, mutilated or destroyed, the Issuer need not replace it or waive the requirement that the original be presented under the Letter of Credit. To the extent that the Beneficiary agrees to indemnify the Issuer for the amount of the original lost, stolen, mutilated, or destroyed Letter of Credit, the Issuer may replace it or waive the requirement that the original be presented. Electronic copies are not deemed originals.

11. Termination. This Letter of Credit shall automatically terminate upon the earliest of (a) the honoring of this Letter of Credit up to or for the full amount available hereunder; (b) notice of cancellation of this Letter of Credit as provided hereunder; (c) close of business on the Expiration Date, if any, without prior honor or amendment; or (d) in accordance with applicable law.

12. Cancellation. This Letter of Credit may be canceled by the Issuer upon sixty (60) days' written notice to the Beneficiary. The written cancellation notice shall be sent to the Beneficiary via certified United States mail, return receipt requested, and is valid upon return of the recipient signature or upon evidence, such as United States Postal Service notation of "unclaimed", of the recipient's refusal to accept delivery or to sign. Notice to the Beneficiary is deemed notice to any nominated Person. In the event of cancellation, this original Letter of Credit shall be returned to the Issuer.

13. Transfer and Assignment. This Letter of Credit, including both drawing rights and right to the proceeds of the Letter of Credit, is non-transferable and is not assignable. The Issuer's obligation under this Letter of Credit shall be limited to the face amount of the Letter of Credit, and upon honor, whether through one or multiple partial draws, the Issuer shall have no additional liability to any party in connection with this Letter of Credit.

14. Fees. The Applicant acknowledges and agrees that the Issuer may automatically deduct from any of Applicant's accounts at or with Issuer any fees or other amount due to Issuer in connection with Issuer's issuance of this Letter of Credit or with any renewal hereof.

15. Governing Law; Venue. This Letter of Credit is governed first by the nonvariable provisions of Tennessee Code Annotated §§ 47-5-101 *et seq.* Second, except to the extent that expressly stated terms of this Letter of Credit dictate otherwise, this Letter of Credit is governed by the International Standby Practices, 1999 ed., ICC Publication No. 590 ("ISP98"). The parties hereto agree that venue is solely proper with the courts of Williamson County, Tennessee and the United States District Court for the Middle District of Tennessee.

16. Severability. If any term or terms of this Letter of Credit are determined to be unenforceable by a court of competent jurisdiction, the remaining terms and provisions of this Letter of Credit shall remain valid and in full force and effect.

EXHIBIT A

SIGHT DRAFT

_____, 20____

FOR VALUE RECEIVED

Pay on Demand to: _____
U.S. _____ Dollars
(U.S. \$ _____).

Charge to account of Applicant:

King's Chapel Capacity, LLC

Drawn under Letter of Credit Number 400290300 of Franklin Synergy Bank dated September 27, 2010.

TO: Franklin Synergy Bank
722 Columbia Avenue
Franklin, Tennessee 37064

If partial drawings are permitted under the terms of the Letter of Credit, the sum drawn does not exceed the difference between (a) the maximum aggregate amount to be drawn under the Letter of Credit with the above-referenced number and (b) the aggregate amount of all previous drawings made under the Letter of Credit with the above-referenced number.

Signature of Beneficiary

By: _____

Title: _____

KINGS CHAPEL CAPACITY**Bond #2**

Amount	Bank	Start	End
\$57,500	First Tennessee	08/07/06	04/23/07
57,500	SunTrust	04/23/07	06/20/08
11,500	SunTrust	06/20/08	09/27/10
11,500	Franklin Synergy Bank	09/27/10	03/31/13
0	Released	04/01/13	



Williamson County, Tennessee
Planning Department
1320 West Main Street - Suite 400
Franklin, Tennessee 37064
Voice: 615.790-5725 Fax: 615.591-8531

PLANNING COMMISSION BOND ACTION FORM

February 21, 2013

Kings Chapel Capacity LLC
John Powell
1165 Meadow Bridge Ln
Arrington TN 37014

RE: Planning Commission Meeting of February 20, 2013

Subdivision/Project: Kings Chapel, Section 2A
Type of Bond: Maintenance Bond for Wastewater Collection System
Amount: \$11,500
Letter of Credit No.: 400290500
Expiration Date: 09/27/2013

At referenced meeting the Williamson County Planning Commission voted to:

- ☒ **Release referenced Letter of Credit**
- ☐ Review/Extend referenced bond in its present amount for a period of:
- ☐ Six (6) months (minimum)
 - ☐ One (1) year
 - ☐ Other:
- ☐ Increase Amount and review/extend referenced bond to:
- Type: Amount:
- For a period of:
- ☐ Six (6) months
 - ☐ One (1) year
 - ☐ Other:

ACTION REQUIRED:

- ☐ Provide new surety five (5) business days prior to the expiration date or the Letter of Credit will be deemed to be in default. If no new surety is received, the current Letter of Credit will be "called" in its full amount.
- ☐ Other: No Action Required

Copy: Franklin Synergy Bank
Debbie Poole
722 Columbia Ave
Franklin TN 37064





Phone 615.236.BANK (2265) | Telebanking 615.236.4601 | Fax 615.236.8320 | 722 Columbia Avenue | Franklin, TN 37064
www.FranklinSynergyBank.com

IRREVOCABLE STANDBY LETTER OF CREDIT

Issuer: Franklin Synergy Bank (the "Issuer")

Applicant: Ashby Communities, LLC, a Tennessee Limited Liability Company (the "Applicant")
1413 Plymouth Drive
Brentwood, TN 37027

Project: Sewer Improvements for the Kings Chapel Subdivision Phase 2A

Beneficiary: Williamson County Planning Commission (the "Beneficiary")
1320 West Main Street, Suite 400
Franklin, TN 37064

Amount: Eleven Thousand Five Hundred and no/100 U.S. Dollars
(U.S. \$11,500.00)

Letter of Credit No.: 400290500

This Letter of Credit replaces our Letter of Credit No. _____ issued on _____, 20____. [Left blank if this Letter of Credit is not replacing an outstanding credit of the Issuer.]

Date Issued: September 27, 2010

Expiration Date: ☐ _____, 20____ **OR** ☒ **Perpetual**

The Issuer hereby establishes in favor of the Beneficiary this Irrevocable Standby Letter of Credit, including and incorporating the Additional Terms attached hereto, ("Letter of Credit"), with the above Letter of Credit Number, for the account of the Applicant in an amount not exceeding the above dollar amount. If a date certain is indicated above as the expiration date (the "Expiration Date"), this Letter of Credit shall expire at the close of business on that Expiration Date; if, however, the term of this Letter of Credit is perpetual, the Letter of Credit shall not expire except in accordance with applicable law. Funds under this Letter of Credit are available at the office of the Issuer at 722 Columbia Avenue, Franklin, TN 37064, or its successor-in-interest, after presentation of draft(s) drawn at sight on the Issuer at its counters. This Letter of Credit may be cancelled by the Issuer upon sixty (60) days' notice to the Beneficiary in accordance with the terms of this Letter of Credit.

The sight draft(s) shall be in the form of Exhibit A hereto, bearing the clause "Drawn under Letter of Credit Number 400290500 of Franklin Synergy Bank dated September 27, 2010."

The draft(s) shall be accompanied by the following documents:

A sworn affidavit from an official representative of Williamson County Planning Commission stating that an event of default exists and Ashby Communities, LLC has failed to complete Sewer Improvements and/or has failed to obtain written authorization to release from all affected agencies for Phase 2A for the subdivision known as King's Chapel and Williamson County Planning Commission is entitled to the funds under the terms of the Letter of Credit.

☐ Partial drawings **ARE NOT** permitted, and this ORIGINAL Letter of Credit must accompany and be surrendered with the draft.

☒ Partial drawings **ARE** permitted, subject to the terms of this Letter of Credit. The ORIGINAL Letter of Credit must accompany and be surrendered with the final draft.

[This space intentionally is left blank.]

Except to the extent that the nonvariable provisions of the State of Tennessee's Uniform Commercial Code – Letters of Credit (Tenn. Code Ann. §§ 47-5-101 et seq.) ("UCC") and the specific terms of this Letter of Credit, including those certain Additional Terms incorporated herein and attached hereto, dictate otherwise, this Letter of Credit is governed by the International Standby Practices, 1999 ed., ICC Publication No. 590 ("ISP98").

Very Truly Yours,

Franklin Synergy Bank

By: 

Name: Joseph H. Bowman

Title: Executive Vice President

ADDITIONAL TERMS

1. **Defined Terms.** The defined terms used in this Letter of Credit are intended to be consistent with those used in ISP98, except where the UCC's defined terms are nonvariable.
2. **Effective Date.** This Letter of Credit is effective upon leaving the Issuer's control.
3. **Agreement to Honor.** Issuer agrees to honor this Letter of Credit under the terms stated herein and to pay the requested draw(s). The agreement to honor is subject to timely and proper demand(s) hereunder, including freedom from any discrepancy at the time of presentment in the sight draft or the required presentment documents, and is subject to a determination of forgery or fraud. Further, the Issuer is not responsible for the performance or nonperformance of the underlying contract, arrangement, or transaction that created the need or purpose for the Letter of Credit; an act or omission of others; or observance or knowledge of the usage of a particular trade.
4. **Notice after Presentment.** Upon presentment, the Issuer shall have twenty (20) business days, beginning after the day of presentment, to either honor the presentment or to provide notice to the presenter of dishonor. Issuer shall provide notice of dishonor, which shall include the reason for dishonor, whether for discrepancies in the sight draft or presentment documents, expiration of the Letter of Credit, fraud, or forgery, and which shall be communicated to the presenter in writing. However, failure under this section to provide notice of dishonor for any reason does not preclude the Issuer's reliance on such reasons, including discrepancies, as a basis for refusal to honor or as a defense for wrongful dishonor.
5. **Fraud.** If a presentation is made that appears on its face strictly to comply with the terms and conditions of the Letter of Credit, but a required document is forged or materially fraudulent, or honor of the presentation would facilitate a material fraud by the Beneficiary on the Issuer or Applicant, the Issuer may not, in its discretion, honor the presentment.
6. **Partial Draws.** If partial draws are permitted under this Letter of Credit, the original Letter of Credit shall be presented each time a draw is requested. The Issuer shall cause the total aggregate amount available hereunder to be reduced by the amount of the respective draw. The reduction shall be indicated on the original Letter of Credit, and each time a reduction is indicated, an appropriate officer of Issuer shall initial the reduction. The requirements of this section are not impacted or affected by the amendment requirements of Section 7.
7. **Expiration on a Non-Business Day.** If the Expiration Date is not a business day of the Issuer or of a nominated Person, then presentation made there on the first following business day shall be deemed timely.
8. **Amendment of Terms and Conditions.** This Letter of Credit is not subject to amendment. Amendment of the terms of this Letter of Credit may take place only with the issuance of a new letter of credit, indicating as shown above that it replaces a certain former letter of credit, that incorporates the desired amended terms. If the Issuer agrees to extend the Expiration Date or to otherwise renew the term of this Letter of Credit beyond the Expiration Date, the extension or renewal shall comply with the amendment requirements of this section.
9. **Waiver.** The issuer may, in its sole discretion, without notice to or consent of the Applicant and without effect on the Applicant's obligations to the Issuer, waive requirements that are for the Issuer's benefit or operational convenience.
10. **Original Letter of Credit Lost, Stolen, Mutilated or Destroyed.** If the original of this Letter of Credit is lost, stolen, mutilated or destroyed, the Issuer need not replace it or waive the requirement that the original be presented under the Letter of Credit. To the extent that the Beneficiary agrees to indemnify the Issuer for the amount of the original lost, stolen, mutilated, or destroyed Letter of Credit, the Issuer may replace it or waive the requirement that the original be presented. Electronic copies are not deemed originals.
11. **Termination.** This Letter of Credit shall automatically terminate upon the earliest of (a) the honoring of this Letter of Credit up to or for the full amount available hereunder; (b) notice of cancellation of this Letter of Credit as provided hereunder; (c) close of business on the Expiration Date, if any, without prior honor or amendment; or (d) in accordance with applicable law.
12. **Cancellation.** This Letter of Credit may be canceled by the Issuer upon sixty (60) days' written notice to the Beneficiary. The written cancellation notice shall be sent to the Beneficiary via certified United States mail, return receipt requested, and is valid upon return of the recipient signature or upon evidence, such as United States Postal Service notation of "unclaimed", of the recipient's refusal to accept delivery or to sign. Notice to the Beneficiary is deemed notice to any nominated Person. In the event of cancellation, this original Letter of Credit shall be returned to the Issuer.
13. **Transfer and Assignment.** This Letter of Credit, including both drawing rights and right to the proceeds of the Letter of Credit, is non-transferable and is not assignable. The Issuer's obligation under this Letter of Credit shall be limited to the face amount of the Letter of Credit, and upon honor, whether through one or multiple partial draws, the Issuer shall have no additional liability to any party in connection with this Letter of Credit.
14. **Fees.** The Applicant acknowledges and agrees that the Issuer may automatically deduct from any of Applicant's accounts at or with Issuer any fees or other amount due to Issuer in connection with Issuer's issuance of this Letter of Credit or with any renewal hereof.
15. **Governing Law; Venue.** This Letter of Credit is governed first by the nonvariable provisions of Tennessee Code Annotated §§ 47-5-101 *et seq.* Second, except to the extent that expressly stated terms of this Letter of Credit dictate otherwise, this Letter of Credit is governed by the International Standby Practices, 1999 ed., ICC Publication No. 590 ("ISP98"). The parties hereto agree that venue is solely proper with the courts of Williamson County, Tennessee and the United States District Court for the Middle District of Tennessee.
16. **Severability.** If any term or terms of this Letter of Credit are determined to be unenforceable by a court of competent jurisdiction, the remaining terms and provisions of this Letter of Credit shall remain valid and in full force and effect.

EXHIBIT A

SIGHT DRAFT

_____, 20____

FOR VALUE RECEIVED

Pay on Demand to: _____
U.S. _____ Dollars
(U.S. \$ _____).

Charge to account of Applicant:
Ashby Communities, LLC

Drawn under Letter of Credit Number 400290500 of Franklin Synergy Bank dated September 27, 2010.

TO: Franklin Synergy Bank
722 Columbia Avenue
Franklin, Tennessee 37064

If partial drawings are permitted under the terms of the Letter of Credit, the sum drawn does not exceed the difference between (a) the maximum aggregate amount to be drawn under the Letter of Credit with the above-referenced number and (b) the aggregate amount of all previous drawings made under the Letter of Credit with the above-referenced number.

Signature of Beneficiary

By: _____

Title: _____



LETTER OF CREDIT NUMBER P004121

ISSUANCE DATE: APRIL 23, 2007

APPLICANT:
ASHBY COMMUNITIES, LLC
1413 PLYMOUTH DRIVE
BRENTWOOD, TN 37027

BENEFICIARY:
WILLIAMSON COUNTY PLANNING
COMMISSION
1320 WEST MAIN STREET, SUITE 400
FRANKLIN, TN 37064

FOR USD 57,500.00
(FIFTY SEVEN THOUSAND FIVE HUNDRED 00/100 U.S. DOLLARS)

DATE OF EXPIRATION: AUGUST 04, 2007
PLACE OF EXPIRATION: AT OUR COUNTERS

WE HEREBY ESTABLISH OUR IRREVOCABLE LETTER OF CREDIT NO. P004121
IN YOUR FAVOR FOR ACCOUNT OF THE ABOVE-REFERENCED APPLICANT
AVAILABLE BY YOUR DRAFTS DRAWN ON US PAYABLE AT SIGHT FOR ANY SUM
OF MONEY NOT TO EXCEED A TOTAL OF THE AMOUNT REFERENCED ABOVE
WHEN ACCOMPANIED BY THIS LETTER OF CREDIT AND THE FOLLOWING
DOCUMENT:

BENEFICIARY'S DATED CERTIFICATE PURPORTEDLY SIGNED
BY ONE OF ITS OFFICIALS STATING:
"ASHBY COMMUNITIES, LLC HAS FAILED TO COMPLETE SEWER
IMPROVEMENTS AND/OR HAS FAILED TO OBTAIN WRITTEN
AUTHORIZATION TO RELEASE FROM ALL AFFECTED AGENCIES
FOR PHASE 2A FOR THE SUBDIVISION KNOWN AS KING'S
CHAPEL."

PARTIAL DRAWINGS PERMITTED.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE

CONTINUED ON NEXT PAGE



LETTER OF CREDIT NUMBER P004121

PAGE NO. 2

DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR FROM THE EXPIRATION DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS THIRTY (30) DAYS PRIOR TO ANY EXPIRATION DATE WE SEND NOTICE TO YOU BY REGISTERED MAIL OR OVERNIGHT COURIER THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR ANY SUCH ADDITIONAL PERIOD.

ALL DRAFTS MUST REFERENCE THE NUMBER AND ISSUE DATE OF THIS CREDIT.

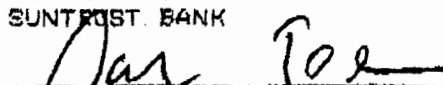
THIS LETTER OF CREDIT IS ISSUED SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998 PUBLICATION 590.

WE HEREBY AGREE WITH YOU THAT ALL DRAFTS DRAWN IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION AND DELIVERY OF THE DOCUMENTS SPECIFIED ABOVE TO THE BELOW ADDRESS ON OR BEFORE AUGUST 04, 2007, OR ANY AUTOMATICALLY EXTENDED DATE.

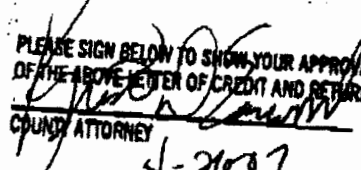
ALL DOCUMENTS ARE TO BE REMITTED TO:
SUNTRUST BANK
201 4TH AVENUE NORTH, 2ND FLOOR CORPORATE BANKING
ATTN: LETTERS OF CREDIT DEPT. GA-ATL-3706
NASHVILLE, TN 37219

PLEASE DIRECT ALL INQUIRIES TO:
PHONE: 800-951-7847 OPTION 3.

SINCERELY,
SUNTRUST BANK


AUTHORIZED SIGNATURE
105

Dale Thorhill
Assistant Vice President

PLEASE SIGN BELOW TO SHOW YOUR APPROVAL AND ACCEPTANCE
OF THE ABOVE LETTER OF CREDIT AND RETURN FOR OUR FILES.

COUNTY ATTORNEY
4-2007



LETTER OF CREDIT NUMBER P004121

AMENDMENT DATE: JUNE 20, 2008

APPLICANT:
ASHBY COMMUNITIES, LLC
1413 PLYMOUTH DRIVE
BRENTWOOD, TN 37027

BENEFICIARY:
WILLIAMSON COUNTY PLANNING
COMMISSION
1320 WEST MAIN STREET, SUITE 400
FRANKLIN, TN 37064

THIS AMENDMENT IS TO BE CONSIDERED AS PART OF THE ABOVE MENTIONED
CREDIT AND MUST BE ATTACHED THERETO.

AMENDMENT NO. 001

EXPIRATION DATE NOW READE AUGUST 09, 2009. THE AUTOMATIC
EXTENSION CLAUSE REMAINS IN EFFECT.

THERE IS A DECREASE IN LETTER OF CREDIT AMOUNT OF 46,000.00 U.S.
DOLLARS FOR A NEW TOTAL OF 11,500.00 U.S. DOLLARS.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PLEASE DIRECT ALL INQUIRIES TO:

SUNTRUST INTERNATIONAL DIVISION
ATTN: LETTER OF CREDIT DEPARTMENT
25 PARK PLACE, 16TH FLOOR, MC 3707
ATLANTA, GEORGIA 30303
PHONE: 800-951-7847. SELECT OPTION 3, THEN OPTION 1
FAX: 404-588-8129

SINCERELY,

SUNTRUST BANK
 Dale Fochlin
Assistant Vice President

AUTHORIZED SIGNATURE
105

PLEASE SIGN BELOW TO SHOW YOUR APPROVAL AND ACCEPTANCE
OF THE ABOVE LETTER OF CREDIT AND RETURN FOR OUR FILES
 COUNTY ATTORNEY
6-30-08

SUNTRUST

LETTER OF CREDIT NUMBER P004121

AMENDMENT DATE: AUGUST 06, 2010

APPLICANT:

ASHBY COMMUNITIES, LLC
1215 PLYMOUTH DRIVE
BRENTWOOD, TN 37027

BENEFICIARY:

WILLIAMSON COUNTY PLANNING
COMMISSION
1320 WEST MAIN STREET, SUITE 400
MEMPHIS, TN 37064THIS AMENDMENT IS TO BE CONSIDERED AS PART OF THE ABOVE MENTIONED
CREDIT AND IS SUBJECT TO THE FOLLOWING:

AMENDMENT NO. 002

EXPIRATION DATE NOW READS SEPTEMBER 30, 2010.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.
PLEASE DIRECT ALL INQUIRIES TO:SUNTRUST INTERNATIONAL DIVISION
ATTN: LETTER OF CREDIT DEPARTMENT
25 PARK PLACE, 16TH FLOOR, MC 3707
ATLANTA, GEORGIA 30303 USA
PHONE: 800-352-5787 • SELECT OPTION 3, THEN OPTION 1
FAX: 404-688-8129

SINCERELY,

SUNTRUST BANK

AUTHORIZED SIGNATURE
124Date Toothill
Assistant Vice President*Approved:*
Vincent J. Earl
8/10/10

08/15/06 TUE 10:00 FAX 615 790 8861

08/08/2006 10:23 6155918

B,M&C, PLC

WILLIAMSON CTY F N

005

PAGE 06



All Things Financial

FIRST TENNESSEE BANK
NATIONAL ASSOCIATION
INTERNATIONAL OPERATIONS
165 MADISON AVENUE, SUITE 928
MEMPHIS, TN 38103

PHONE: (901) 523-4426
FACSIMILE: (901) 523-4438
TELEX: 6828099 FIRSTINTL MFS
SWIFT: FTBMUS44

As clarified by attached 8-15-06 ltr.

PLEASE SIGN BELOW TO SHOW YOUR APPROVAL AND ACCEPTANCE
OF THE ABOVE LETTER OF CREDIT AND RETURN FOR OUR FILES

COUNTY ATTORNEY

DATE 07-AUG-2006

IRREVOCABLE STANDBY CREDIT NUMBER S063339

APPLICANT
HANG ROCK, LLC
1413 PLYMOUTH DRIVE
BRENTWOOD, TN 37027

BENEFICIARY
WILLIAMSON COUNTY PLANNING
COMMISSION
1320 WEST MAIN STREET, SUITE 400
FRANKLIN, TN 37064

AMOUNT
USD*****57,500.00
FIFTY SEVEN THOUSAND FIVE HUNDRED AND 00/100 USD

EXPIRY/PLACE 04-AUG-2007

ISSUING BANK'S COUNTERS, MEMPHIS, TN
OR NASHVILLE, TN

WE HEREBY ISSUE IN BENEFICIARY'S FAVOR THIS IRREVOCABLE STANDBY
LETTER OF CREDIT WHICH IS AVAILABLE AGAINST PRESENTATION OF
BENEFICIARY'S DRAFT AT SIGHT DRAWN ON
FIRST TENNESSEE BANK NATIONAL ASSOCIATION, MEMPHIS, TENNESSEE,
BEARING THE CLAUSE: "DRAWN UNDER CREDIT NO. S063339
OF FIRST TENNESSEE BANK NATIONAL ASSOCIATION, MEMPHIS, TN"
ACCOMPANIED BY THE FOLLOWING DOCUMENTS:

BENEFICIARY'S STATEMENT SIGNED BY ONE OF ITS OFFICIALS
CERTIFYING, "HANG ROCK, LLC HAS FAILED TO COMPLETE SEWER
IMPROVEMENTS AND/OR HAS FAILED TO OBTAIN WRITTEN AUTHORIZATION
TO RELEASE FROM ALL AFFECTED AGENCIES FOR PHASE 2A FOR THE
SUBDIVISION KNOWN AS KING CHAPEL."

* CONTINUED NEXT PAGE *



CONTINUATION OF L/C REFERENCE S063339

WE HEREBY ENGAGE WITH YOU THAT ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED ON PRESENTATION.

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998 (ISP98).

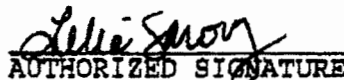
IN THE EVENT OF A DRAW UNDER THIS LETTER OF CREDIT, THE BENEFICIARY IS REQUIRED TO PRESENT THE ORIGINAL LETTER OF CREDIT, AND ANY AMENDMENTS WHICH MAY BE ISSUED IN THE FUTURE, WITH ANY/ALL OTHER DOCUMENTS REQUIRED BY THIS LETTER OF CREDIT.

PLEASE FORWARD ALL REQUIRED DOCUMENTS TO:

FIRST TENNESSEE BANK NATIONAL ASSOCIATION	
ATTN: INTERNATIONAL OPERATIONS *OR*	ATTN: JAMES MCGREW/MIKE EDWARDS
165 MADISON AVENUE 9TH FLOOR	511 UNION STREET, 2ND FLOOR
MEMPHIS, TN 38103	NASHVILLE, TN 37219

FIRST TENNESSEE BANK NATIONAL ASSOCIATION


AUTHORIZED SIGNATURE


AUTHORIZED SIGNATURE

08/15/06 TUE 10:00 FAX 615 790 8881
AUG-15-2006 09:16

B.M&C. PLC
International Dept.

901 523 4438 P.01/01 004



All Things Financial.

Patty L. Wiley
Vice President
International Department

August 15, 2006

Ms. Ann K. Shaffer
County Attorney
Buerger, Moseley & Carson, PLC
306 Public Square
Franklin, TN 37064

VIA E-Mail

RE: First Tennessee Bank Standby L/C's S063340 & S063339

Dear Ms. Shaffer:

Both the above-ref. letters of credit may/can be presented in either Memphis or Nashville Tennessee at the addresses listed in the letters of credit.

Very truly yours,

A handwritten signature in cursive script, appearing to read 'Patty L. Wiley'.
Patty L. Wiley
Vice President

CC: James McGrew
Judith Hanson

First Tennessee Bank National Association
165 Madison Avenue, 9th Floor
Memphis, TN 38103-2723
Swift: FTBMUS44
Telex: 682-8099 (MCI)
Phone: (901) 523-4430
Fax: (901) 523-4438

TOTAL P.01

KINGS CHAPEL CAPACITY**Bond #3**

<u>Amount</u>	<u>Bank</u>	<u>Start</u>	<u>End</u>
\$32,500	SunTrust	07/02/07	06/20/08
21,775	SunTrust	06/20/08	04/24/09
6,533	SunTrust	04/24/09	09/30/10
0	Released	10/01/10	



WILLIAMSON COUNTY

Planning Commission
1320 West Main St., Suite 400
Franklin, Tennessee 37064
615-790-5725
FAX 615-591-8531
www.williamson-tn.org

PLANNING COMMISSION BOND ACTION FORM

September 10, 2010

Ashby Communities
John Powell
1413 Plymouth Drive
Brentwood TN 37027

RE: Planning Commission Meeting of September 9, 2010

Subdivision/Project: Kings Chapel, Section 2B
Type of Bond: Maintenance Bond for Wastewater Collection System
Amount: \$6,533
Letter of Credit No.: F850459
Expiration Date: 10/01/2010

At referenced meeting the Williamson County Planning Commission voted to:

☒ **Release referenced Bond.**

☐ Extend referenced bond in its present amount for a period of:

☐ Six (6) months
☐ One (1) year
☐ Other:

☐ Reduce and extend referenced bond to:

Type: Amount:
For a period of:
☐ Six (6) months
☐ One (1) year
☐ Other:

ACTION REQUIRED:

☐ Provide new surety five (5) business days prior to the expiration date or the Letter of Credit will be deemed to be in default. If no new surety is received, the current Letter of Credit will be "called" in its full amount.

☐ Other:

Copy: SunTrust
Letters of Credit
401 Commerce Street, Ste 3100
Nashville, TN 37219



LETTER OF CREDIT NUMBER F850459

AMENDMENT DATE: AUGUST 06, 2010

APPLICANT:
ASHBY COMMUNITIES, LLC
1413 PLYMOUTH DRIVE
BRENTWOOD, TN 37027

BENEFICIARY:
WILLIAMSON COUNTY PLANNING
COMMISSION
1320 WEST MAIN STREET, SUITE 400
FRANKLIN, TN 37064

THIS AMENDMENT IS TO BE CONSIDERED AS PART OF THE ABOVE MENTIONED
CREDIT AND MUST BE ATTACHED THERETO.

AMENDMENT NO. 003

EXPIRATION DATE NOW READS OCTOBER 01, 2010.

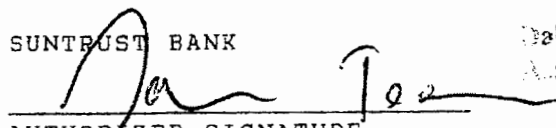
AUTOMATIC EXTENSION CLAUSE IS DELETED.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.
PLEASE DIRECT ALL INQUIRIES TO:

SUNTRUST INTERNATIONAL DIVISION
ATTN: LETTER OF CREDIT DEPARTMENT
25 PARK PLACE, 16TH FLOOR, MC 3707
ATLANTA, GEORGIA 30303 USA
PHONE: 800-951-7847. SELECT OPTION 3, THEN OPTION 1
FAX: 404-588-8129

SINCERELY,

SUNTRUST BANK


AUTHORIZED SIGNATURE

118

Dale Tait
Assistant Vice President



LETTER OF CREDIT NUMBER FB50459

AMENDMENT DATE: APRIL 24, 2009

APPLICANT:
ASHBY COMMUNITIES, LLC
1413 PLYMOUTH DRIVE
BRENTWOOD, TN 37027

BENEFICIARY:
WILLIAMSON COUNTY PLANNING
COMMISSION
1320 WEST MAIN STREET, SUITE 400
FRANKLIN, TN 37064

THIS AMENDMENT IS TO BE CONSIDERED AS PART OF THE ABOVE MENTIONED
CREDIT AND MUST BE ATTACHED THERETO.

AMENDMENT NO. 009

THERE IS A DECREASE IN LETTER OF CREDIT AMOUNT OF 15,812.00 U.S.
DOLLARS FOR A NEW TOTAL OF 8,533.00 U.S. DOLLARS.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PLEASE DIRECT ALL INQUIRIES TO:

SUNTRUST INTERNATIONAL DIVISION
ATTN: LETTER OF CREDIT DEPARTMENT
25 PARK PLACE, 16TH FLOOR, MC 3707
ATLANTA, GEORGIA 30303
PHONE: 800-951-7847. SELECT OPTION 3, THEN OPTION 1
FAX: 404-586-8129

SINCERELY,

SUNTRUST BANK


AUTHORIZED SIGNATURE

Dale Toothill
Assistant Vice President



LETTER OF CREDIT NUMBER F850459

AMENDMENT DATE: JUNE 20, 2008

APPLICANT:
ASHBY COMMUNITIES, LLC
1413 PLYMOUTH DRIVE
BRENTWOOD, TN 37027

BENEFICIARY:
WILLIAMSON COUNTY PLANNING
COMMISSION
1320 WEST MAIN STREET, SUITE 400
FRANKLIN, TN 37064

THIS AMENDMENT IS TO BE CONSIDERED AS PART OF THE ABOVE MENTIONED
CREDIT AND MUST BE ATTACHED THERETO.

AMENDMENT NO. 001

EXPIRATION DATE NOW READS AUGUST 07, 2008. THE AUTOMATIC
EXTENSION CLAUSE REMAINS IN EFFECT.

THERE IS A DECREASE IN LETTER OF CREDIT AMOUNT OF 10,725.00 U.S.
DOLLARS FOR A NEW TOTAL OF 21,775.00 U.S. DOLLARS.

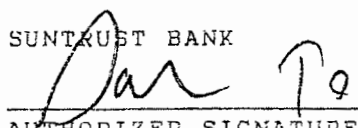
ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PLEASE DIRECT ALL INQUIRIES TO:

SUNTRUST INTERNATIONAL DIVISION
ATTN: LETTER OF CREDIT DEPARTMENT
25 PARK PLACE, 16TH FLOOR, MC 3707
ATLANTA, GEORGIA 30303
PHONE: 800-951-7847. SELECT OPTION 3, THEN OPTION 1
FAX: 404-588-8129

SINCERELY,

SUNTRUST BANK


AUTHORIZED SIGNATURE

Dale Tothill
Assistant Vice President



LETTER OF CREDIT NUMBER F850459

ISSUANCE DATE: JULY 02, 2007

APPLICANT:
ASHBY COMMUNITIES, LLC
1413 PLYMOUTH DRIVE
BRENTWOOD, TN 37027

BENEFICIARY:
WILLIAMSON COUNTY PLANNING
COMMISSION
1320 WEST MAIN STREET, SUITE 400
FRANKLIN, TN 37064

FOR USD 22,500.00
(TWENTY TWO THOUSAND FIVE HUNDRED 00/100 U.S. DOLLARS)

DATE OF EXPIRATION: JUNE 29, 2008
PLACE OF EXPIRATION: AT OUR COUNTERS

WE HEREBY ESTABLISH OUR IRREVOCABLE LETTER OF CREDIT NO. F850459
IN YOUR FAVOR FOR ACCOUNT OF THE ABOVE-REFERENCED APPLICANT
AVAILABLE BY YOUR DRAFTS DRAWN ON US PAYABLE AT SIGHT FOR ANY SUM
OF MONEY NOT TO EXCEED A TOTAL OF THE AMOUNT REFERENCED ABOVE
WHEN ACCOMPANIED BY THIS LETTER OF CREDIT AND THE FOLLOWING
DOCUMENTS:

BENEFICIARY'S DATED CERTIFICATE PURPORTEDLY SIGNED
BY ONE OF ITS OFFICIALS STATING:
"ASHBY COMMUNITIES, LLC HAS FAILED TO COMPLETE THE
SEWER COLLECTION SYSTEM AND/OR HAS FAILED TO OBTAIN
WRITTEN AUTHORIZATION TO RELEASE FROM ALL AFFECTED
AGENCIES FOR PHASE 2B FOR THE SUBDIVISION KNOWN AS
KINGS CHAPEL."

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE
DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR FROM
THE EXPIRATION DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS

CONTINUED ON NEXT PAGE



LETTER OF CREDIT NUMBER F850459

PAGE NO. 2

THIRTY (30) DAYS PRIOR TO ANY EXPIRATION DATE WE SEND NOTICE TO YOU BY REGISTERED MAIL OR OVERNIGHT COURIER THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR ANY SUCH ADDITIONAL PERIOD.

ALL DRAFTS MUST REFERENCE THE NUMBER AND ISSUE DATE OF THIS CREDIT.

THIS LETTER OF CREDIT IS ISSUED SUBJECT TO THE INTERNATIONAL STANDARD PRACTICES 1998 PUBLICATION 590.

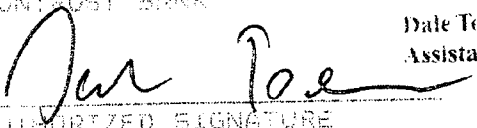
IT HEREBY AGREES WITH YOU THAT ALL DRAFTS DRAWN IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION AND DELIVERY OF THE DOCUMENTS SPECIFIED ABOVE TO THE BELOW ADDRESS ON OR BEFORE JUNE 29, 2008 OR ANY AUTOMATICALLY EXTENDED DATE.

ALL DOCUMENTS ARE TO BE REMITTED TO:
SUN TRUST BANK
201 4TH AVENUE NORTH, 2ND FLOOR
CORPORATE BANKING
ATTN: LETTER OF CREDIT DEPT., MC: 64-ATL-3706
KNOXVILLE, TN 37619

PLEASE DIRECT ALL INQUIRIES TO:
PHONE: 800-451-7847 OPTION 3.

SINCERELY,
SUNTRUST BANK

Dale Toothill
Assistant Vice President


AUTHORIZED SIGNATURE
105

KINGS CHAPEL CAPACITY

Bond #4

Amount	Bank	Start	End
\$65,000	Franklin Synergy Bank	03/28/12	01/10/14
65,000	Reliant Bank	01/10/14	02/28/14
19,500	Reliant Bank	02/28/14	

ITEM 7

NAME: KING'S CHAPEL, SECTION 3A

BOND TYPE: PERFORMANCE BOND FOR WASTEWATER COLLECTION SYSTEM

LOCATION: OFF MURFREESBORO RD

BACKGROUND: The following table shows the previous history of the bond.

MEETING DATE	BOND TYPE	ACTION TAKEN	BOND AMOUNT
January 2012	Performance WW Collection System	Implemented	\$65,000
February 2013	Performance WW Collection System	Extend	\$65,000

LAST ACTION: At the February 2013 meeting this body granted approval to extend this bond in the current amount for a period of one (1) year.

RECOMMENDATION: Current build-out is at 62% and, provided the appropriate letters of certification from the utility company and the design engineer have been received, staff recommends that this bond be converted to a maintenance bond in the amount of \$19,500 for a period of two (2) years.

	<u>CURRENT</u>	<u>RECOMMENDED</u>
WW Collection System	\$65,000 Performance	\$19,500 Maintenance

Reviewer: KRR
Date: 02/13/2014

IRREVOCABLE STANDBY LETTER OF CREDIT

Letter of Credit Number: 9051312 *REVISED*

Amount: U.S. \$ 19,500.00 (nineteen thousand five hundred dollars and zero cents U.S. DOLLARS)

This Letter of Credit is revised on February 28, 2014 by Issuer in favor of the Beneficiary for the account of Applicant. The parties' names and their addresses are as follows:

APPLICANT:

ASHBY COMMUNITIES, LLC
Entity Type: Limited Liability Company
1165 MEADOW BRIDGE LANE
ARRINGTON, TN 37014-9109

BENEFICIARY:

WILLIAMSON COUNTY PLANNING COMMISSION
Entity Type: Corporation
1320 WEST MAIN STREET, SUITE 400
FRANKLIN, TN 37064

PLEASE SIGN BELOW TO SHOW YOUR APPROVAL AND ACCEPTANCE
OF THE ABOVE LETTER OF CREDIT AND RETURN FOR OUR FILES

COUNTY ATTORNEY

4-17-14

ISSUER:

RELIANT BANK
1736 Carothers Parkway
Suite 100
Brentwood, TN 37027

1. LETTER OF CREDIT. Issuer establishes this Irrevocable Standby Letter of Credit (Letter of Credit) in favor of Beneficiary in the amount indicated above. Beneficiary may draw on this Letter of Credit with a Draft (or Drafts, if the maximum number of drawings is greater than one). Each Draft shall be signed on behalf of Beneficiary and be marked "Drawn under Reliant Bank Letter of Credit No. 9051312 dated February 14, 2014." Drafts must be presented at Issuer's address shown above on or before the Expiration Date. The presentation of any Draft shall reduce the Amount available under this Letter of Credit by the amount of the draft.

This Letter of Credit sets forth in full the terms of Issuer's obligation to Beneficiary. This obligation cannot be modified by any reference in this Letter of Credit, or any document to which this Letter of Credit may be related.

This Letter of Credit expires on the Expiration Date.

2. DRAWINGS. Beneficiary shall be permitted to make multiple drawings on this Letter of Credit. The maximum number of drawings that may be made on this Letter of Credit is N/A. "Draft" means a draft drawn at sight.

3. DOCUMENTS. Each Draft must be accompanied by the following, in original and two copies except as stated:

A. The original Letter of Credit, together with any amendments.

B. A sight draft drawn by Beneficiary on Issuer.

C. A signed statement by Beneficiary including the following statement: Ashby Communities, LLC has failed to complete Wastewater Collection System and/or has failed to obtain written authorizations to release from all affected agencies for the subdivision known as King's Chapel, Section 3A and that Williamson County Planning Commission is entitled to funds under the terms of the Letter of Credit.

Issuer shall be entitled to accept a draft and the documentation described above, as required by the terms of this Letter of Credit, from any person purporting to be an authorized officer or representative of Beneficiary without any obligation or duty on the part of Issuer to verify the identity or authority of the person presenting the draft and such documentation.

4. SPECIAL INSTRUCTIONS. The term of this Letter of Credit is 12 months, but is automatically renewable. This Letter of Credit may be cancelled by the Issuer upon sixty (60) days' notice to the Beneficiary in accordance with the terms of this Letter of Credit.

5. EXPIRATION DATE. This Letter of Credit expires at the close of business at Issuer's address at 04:30 PM Central Time (Time) on January 10, 2015 (Date). Issuer agrees to honor all Drafts presented in strict compliance with the provisions of this Letter of Credit on or before the Expiration Date.

6. NON-TRANSFERABLE. This Letter of Credit is not transferable.

7. APPLICABLE LAW. This Letter of Credit is governed by the International Standby Practices 1998 (ISP98). This Letter of Credit is also governed by the laws of Tennessee, except as those laws conflict with the International Standby Practices 1998 (ISP98).

ISSUER:

Reliant Bank

By

Mark E. Ryan, Senior Vice President

Date

4/15/14

ASHBY COMMUNITIES, LLC
Standby Letter Of Credit
TN/4XXKAREN0000000000674024N

Wolters Kluwer Financial Services ©1996, 2014 Bankers Systems™

Initials _____
Page 1

IRREVOCABLE STANDBY LETTER OF CREDIT

Letter of Credit Number: 9051312

Amount: U.S. \$ 65,000.00 (sixty five thousand dollars and zero cents U.S. DOLLARS)

This Letter of Credit is issued on January 10, 2014 by Issuer in favor of the Beneficiary for the account of Applicant. The parties' names and their addresses are as follows:

APPLICANT:

ASHBY COMMUNITIES, LLC
Entity Type: Limited Liability Company
1165 MEADOW BRIDGE LANE
ARRINGTON, TN 37014-9109

BENEFICIARY:

WILLIAMSON COUNTY PLANNING COMMISSION
Entity Type: Corporation
1320 WEST MAIN STREET, SUITE 400
FRANKLIN, TN 37064

PLEASE SIGN BELOW TO SHOW YOUR APPROVAL AND ACCEPTANCE
OF THE ABOVE LETTER OF CREDIT AND RETURN FOR OUR FILES

COUNTY ATTORNEY

ISSUER:

RELIANT BANK
1736 Carothers Parkway
Suite 100
Brentwood, TN 37027

1. LETTER OF CREDIT. Issuer establishes this Irrevocable Standby Letter of Credit (Letter of Credit) in favor of Beneficiary in the amount indicated above. Beneficiary may draw on this Letter of Credit with a Draft (or Drafts, if the maximum number of drawings is greater than one). Each Draft shall be signed on behalf of Beneficiary and be marked "Drawn under Reliant Bank Letter of Credit No. 9051312 dated January 10, 2014." Drafts must be presented at Issuer's address shown above on or before the Expiration Date. The presentation of any Draft shall reduce the Amount available under this Letter of Credit by the amount of the draft.

This Letter of Credit sets forth in full the terms of Issuer's obligation to Beneficiary. This obligation cannot be modified by any reference in this Letter of Credit, or any document to which this Letter of Credit may be related.

This Letter of Credit expires on the Expiration Date.

2. DRAWINGS. Beneficiary shall be permitted to make multiple drawings on this Letter of Credit. The maximum number of drawings that may be made on this Letter of Credit is N/A. "Draft" means a draft drawn at sight.

3. DOCUMENTS. Each Draft must be accompanied by the following, in original and two copies except as stated:

A. The original Letter of Credit, together with any amendments.

B. A sight draft drawn by Beneficiary on Issuer.

C. A signed statement by Beneficiary including the following statement: Ashby Communities, LLC has failed to complete Wastewater Collection System and/or has failed to obtain written authorizations to release from all affected agencies for the subdivision known as King's Chapel, Section 3A and that Williamson County Planning Commission is entitled to funds under the terms of the Letter of Credit.

Issuer shall be entitled to accept a draft and the documentation described above, as required by the terms of this Letter of Credit, from any person purporting to be an authorized officer or representative of Beneficiary without any obligation or duty on the part of Issuer to verify the identity or authority of the person presenting the draft and such documentation.

4. SPECIAL INSTRUCTIONS. The term of this Letter of Credit is 12 months, but is automatically renewable. This Letter of Credit may be cancelled by the Issuer upon sixty (60) days' notice to the Beneficiary in accordance with the terms of this Letter of Credit

5. EXPIRATION DATE. This Letter of Credit expires at the close of business at Issuer's address at 04:30 PM Central Time (Time) on January 10, 2015 (Date). Issuer agrees to honor all Drafts presented in strict compliance with the provisions of this Letter of Credit on or before the Expiration Date.

6. NON-TRANSFERABLE. This Letter of Credit is not transferable.

7. APPLICABLE LAW. This Letter of Credit is governed by the International Standby Practices 1998 (ISP98). This Letter of Credit is also governed by the laws of Tennessee, except as those laws conflict with the International Standby Practices 1998 (ISP98).

ISSUER:

Reliant Bank

By

Mark E. Wyman, Senior Vice President

Date

1-10-14

ASHBY COMMUNITIES, LLC
Standby Letter Of Credit
TN/4XXKAREN0000000000674024N

Wolters Kluwer Financial Services ©1996, 2014 Bankers Systems™

Initials

Page 1



Franklin Synergy Bank
722 Columbia Avenue
Franklin, TN 37064
Phone: 615.236.BANK (2265)
Fax: 615.236.8320

Franklin Synergy Bank
3301 Aspen Grove Drive
Suite 106
Franklin, TN 37067
Phone: 615.236.4650
Fax: 615.236.4603

Franklin Synergy Bank
4930 Thoroughbred Lane
Brentwood, TN 37027
Phone: 615.499.5500
Fax: 615.499.5520

Franklin Synergy Mortgage
7101 Executive Center Drive
Suite 110
Brentwood, TN 37027
Phone: 615.564.6400
Fax: 615.564.6402

FranklinSynergyBank.com

IRREVOCABLE STANDBY LETTER OF CREDIT

Issuer: Franklin Synergy Bank (the "Issuer")
722 Columbia Avenue
Franklin, TN 37064

Applicant: Ashby Communities LLC a Tennessee Limited Liability
Company (the "Applicant")
1165 Meadow Bridge Lane
Arrington, TN 37014

Project: Wastewater Collection System for the Kings Chapel
Subdivision, Section 3A

Beneficiary: Williamson County Planning Commission (the "Beneficiary")
1320 West Main Street, Suite 400
Franklin, TN 37064

Amount: Sixty Five Thousand and no/100 U.S. Dollars
(U.S. \$65,000.00)

Letter of Credit No.: 400538300

This Letter of Credit replaces our Letter of Credit No. _____ issued on _____, 20____. [Left blank if this Letter of Credit is not replacing an outstanding credit of the Issuer.]

Date Issued: March 28, 2012

Expiration Date: ☐ _____ OR ☒ Perpetual

The Issuer hereby establishes in favor of the Beneficiary this Irrevocable Standby Letter of Credit, including and incorporating the Additional Terms attached hereto, ("Letter of Credit"), with the above Letter of Credit Number, for the account of the Applicant in an amount not exceeding the above dollar amount. If a date certain is indicated above as the expiration date (the "Expiration Date"), this Letter of Credit shall expire at the close of business on that Expiration Date; if, however, the term of this Letter of Credit is perpetual, the Letter of Credit shall not expire except in accordance with applicable law. Funds under this Letter of Credit are available at the office of the Issuer at 722 Columbia Avenue, Franklin, TN 37064, or its successor-in-interest, after presentation of draft(s) drawn at sight on the Issuer at its counters. This Letter of Credit may be cancelled by the Issuer upon sixty (60) days' notice to the Beneficiary in accordance with the terms of this Letter of Credit.



The sight draft(s) shall be in the form of Exhibit A hereto, bearing the clause "Drawn under Letter of Credit Number 400538300 of Franklin Synergy Bank dated March 28, 2012."

The draft(s) shall be accompanied by the following documents:

A sworn affidavit from an official representative of **Williamson County Planning Commission** stating that an event of default exists and **Ashby Communities, LLC** has failed to complete Wastewater Collection System and/or has failed to obtain written authorizations to release from all affected agencies for the subdivision known as **King's Chapel, Section 3A** and that **Williamson County Planning Commission** is entitled to the funds under the terms of the Letter of Credit.

- ☐ Partial drawings **ARE NOT** permitted, and this ORIGINAL Letter of Credit must accompany and be surrendered with the draft.
- ☒ Partial drawings **ARE** permitted, subject to the terms of this Letter of Credit. The ORIGINAL Letter of Credit must accompany and be surrendered with the final draft.

[This space intentionally is left blank.]

Except to the extent that the nonvariable provisions of the State of Tennessee's Uniform Commercial Code – Letters of Credit (Tenn. Code Ann. §§ 47-5-101 et seq.) ("UCC") and the specific terms of this Letter of Credit, including those certain Additional Terms incorporated herein and attached hereto, dictate otherwise, this Letter of Credit is governed by the International Standby Practices, 2007 ed., ICC Publication No. 600 ("ISP98").

Very Truly Yours,

Franklin Synergy Bank

By: A handwritten signature in dark ink, appearing to read "Joseph H. Bowman".

Name: Joseph H. Bowman

Title: Executive Vice President

ADDITIONAL TERMS

1. **Defined Terms.** The defined terms used in this Letter of Credit are intended to be consistent with those used in ISP98, except where the UCC's defined terms are nonvariable.

2. **Effective Date.** This Letter of Credit is effective upon leaving the Issuer's control.

3. **Agreement to Honor.** Issuer agrees to honor this Letter of Credit under the terms stated herein and to pay the requested draw(s). The agreement to honor is subject to timely and proper demand(s) hereunder, including freedom from any discrepancy at the time of presentment in the sight draft or the required presentment documents, and is subject to a determination of forgery or fraud. Further, the Issuer is not responsible for the performance or nonperformance of the underlying contract, arrangement, or transaction that created the need or purpose for the Letter of Credit; an act or omission of others; or observance or knowledge of the usage of a particular trade.

4. **Notice after Presentment.** Upon presentment, the Issuer shall have twenty (20) business days, beginning after the day of presentment, to either honor the presentment or to provide notice to the presenter of dishonor. Issuer shall provide notice of dishonor, which shall include the reason for dishonor, whether for discrepancies in the sight draft or presentment documents, expiration of the Letter of Credit, fraud, or forgery, and which shall be communicated to the presenter in writing. However, failure under this section to provide notice of dishonor for any reason does not preclude the Issuer's reliance on such reasons, including discrepancies, as a basis for refusal to honor or as a defense for wrongful dishonor.

5. **Fraud.** If a presentation is made that appears on its face strictly to comply with the terms and conditions of the Letter of Credit, but a required document is forged or materially fraudulent, or honor of the presentation would facilitate a material fraud by the Beneficiary on the Issuer or Applicant, the Issuer may not, in its discretion, honor the presentment.

6. **Partial Draws.** If partial draws are permitted under this Letter of Credit, the original Letter of Credit shall be presented each time a draw is requested. The Issuer shall cause the total aggregate amount available hereunder to be reduced by the amount of the respective draw. The reduction shall be indicated on the original Letter of Credit, and each time a reduction is indicated, an appropriate officer of Issuer shall initial the reduction. The requirements of this section are not impacted or affected by the amendment requirements of Section 7.

7. **Expiration on a Non-Business Day.** If the Expiration Date is not a business day of the Issuer or of a nominated Person, then presentation made there on the first following business day shall be deemed timely.

8. **Amendment of Terms and Conditions.** This Letter of Credit is not subject to amendment. Amendment of the terms of this Letter of Credit may take place only with the issuance of a new letter of credit, indicating as shown above that it replaces a certain former letter of credit, that incorporates the desired amended terms. If the Issuer agrees to extend the Expiration Date or to otherwise renew the term of this Letter of Credit beyond the Expiration Date, the extension or renewal shall comply with the amendment requirements of this section.

9. **Waiver.** The issuer may, in its sole discretion, without notice to or consent of the Applicant and without effect on the Applicant's obligations to the Issuer, waive requirements that are for the Issuer's benefit or operational convenience.

10. **Original Letter of Credit Lost, Stolen, Mutilated or Destroyed.** If the original of this Letter of Credit is lost, stolen, mutilated or destroyed, the Issuer need not replace it or waive the requirement that the original be presented under the Letter of Credit. To the extent that the Beneficiary agrees to indemnify the Issuer for the amount of the original lost, stolen, mutilated, or destroyed Letter of Credit, the Issuer may replace it or waive the requirement that the original be presented. Electronic copies are not deemed originals.

11. **Termination.** This Letter of Credit shall automatically terminate upon the earliest of (a) the honoring of this Letter of Credit up to or for the full amount available hereunder; (b) notice of cancellation of this Letter of Credit as provided hereunder; (c) close of business on the Expiration Date, if any, without prior honor or amendment; or (d) in accordance with applicable law.

12. **Cancellation.** This Letter of Credit may be canceled by the Issuer upon sixty (60) days' written notice to the Beneficiary. The written cancellation notice shall be sent to the Beneficiary via certified United States mail, return receipt requested, and is valid upon return of the recipient signature or upon evidence, such as United States Postal Service notation of "unclaimed", of the recipient's refusal to accept delivery or to sign. Notice to the Beneficiary is deemed notice to any nominated Person. In the event of cancellation, this original Letter of Credit shall be returned to the Issuer.

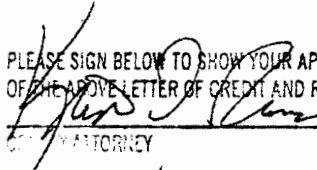
13. **Transfer and Assignment.** This Letter of Credit, including both drawing rights and right to the proceeds of the Letter of Credit, is non-transferable and is not assignable. The Issuer's obligation under this Letter of Credit shall be limited to the face amount of the Letter of Credit, and upon honor, whether through one or multiple partial draws, the Issuer shall have no additional liability to any party in connection with this Letter of Credit.

14. **Fees.** The Applicant acknowledges and agrees that the Issuer may automatically deduct from any of Applicant's accounts at or with Issuer any fees or other amount due to Issuer in connection with Issuer's issuance of this Letter of Credit or with any renewal hereof.

15. **Governing Law; Venue.** This Letter of Credit is governed first by the nonvariable provisions of Tennessee Code Annotated §§ 47-5-101 et seq. Second, except to the extent that expressly stated terms of this Letter of Credit dictate otherwise, this Letter of Credit is governed by the International Standby Practices, 2007 ed., ICC Publication No. 600 ("ISP98"). The parties hereto agree that venue is solely proper with the courts of Williamson County, Tennessee and the United States District Court for the Middle District of Tennessee.

16. **Severability.** If any term or terms of this Letter of Credit are determined to be unenforceable by a court of competent jurisdiction, the remaining terms and provisions of this Letter of Credit shall remain valid and in full force and effect.

PLEASE SIGN BELOW TO SHOW YOUR APPROVAL AND ACCEPTANCE
OF THE ABOVE LETTER OF CREDIT AND RETURN FOR OUR FILES



COUNSEL ATTORNEY

4-4-12

EXHIBIT A
SIGHT DRAFT

_____, 20____

FOR VALUE RECEIVED

Pay on Demand to:

U.S. _____ Dollars
(U.S. \$ _____).

Charge to account of Applicant

Ashby Communities, LLC

Drawn under Letter of Credit Number 400538300 of Franklin Synergy Bank dated March 28, 2012.

TO: Franklin Synergy Bank
722 Columbia Avenue
Franklin, Tennessee 37064

If partial drawings are permitted under the terms of the Letter of Credit, the sum drawn does not exceed the difference between (a) the maximum aggregate amount to be drawn under the Letter of Credit with the above-referenced number and (b) the aggregate amount of all previous drawings made under the Letter of Credit with the above-referenced number.

Signature of Beneficiary

By: _____

Title: _____

PERFORMANCE/MAINTENANCE BOND FOR
WASTEWATER COLLECTION SYSTEM
FOR RESIDENTIAL DEVELOPMENT
KING'S CHAPEL SECTION 3A

THE PERFORMANCE and MAINTENANCE BOND (the "Bond"), along with Letter of Credit Number(s) 400538300 is hereby presented by: KINGS CHAPEL CAPACITY, LLC (the "Principal") and by ASHBY COMMUNITIES, LLC (the "Owner/Developer" to the WILLIAMSON COUNTY REGIONAL PLANNING COMMISSION ("Planning Commission") and the WATER AND WASTEWATER AUTHORITY of WILLIAMSON COUNTY, TENNESSEE ("County"), this 4 day of April, 2012 in the amount of Sixty Five Thousand and 00/100ths Dollars (\$65,000.00) for the construction and maintenance of a wastewater collection system, which Bond shall bind Principal, its heirs, personal representatives, executors, administrators, successors and assigns jointly and severally.

WHEREAS, Principal has proposed the use of an alternative wastewater treatment and disposal system to serve a Project known as Kings Chapel Subdivision, Section 3A (include the applicable section of the Project if said Project will be developed in increments) and as a result of such proposal has submitted a Final Site Plan of a Project and a Final Plat (if required by the Williamson County Zoning Ordinance and the Williamson County Subdivision Regulations) known and designated as Kings Chapel Subdivision ("Project") which contains said proposed collection system for an alternative wastewater treatment and disposal system on the 9th day of February, 2012, before the Planning Commission; and

WHEREAS, approval by the Planning Commission is a condition precedent to the right of the Principal and the Developer/Owner of the Project, if different from Principal, to obtain building permits necessary to begin construction on the Project; and

WHEREAS, the Planning Commission is unwilling to approve said Final Site Plan and/or Final Plat until all required improvements and facilities are constructed, installed and completed, and a bond is executed and filed with the Planning Department of County; and

WHEREAS, in accordance with Article XII of the Zoning Ordinance, which includes Section 1.10 of the Regulations for Wastewater Treatment and Land Disposal Systems for Williamson County, Tennessee, a security bond payable to the County in an amount equal to 100% of the total cost of the facilities and improvements to the land in order to construct the collection system for the applicable section of a residential development or the entire residential development, as calculated and defined by said Section 1.10, is required prior to recording the Final Plat along with security for said bond agreement in the form of a letter of credit or cash deposit, and execution of this Bond Agreement; and

WHEREAS, the total cost of construction of the collection system, which shall include all of the components, facilities and improvements to the land in order to construct the collection system for the applicable section of a residential development or the entire residential development, as calculated utilizing recent actual construction costs for similar systems and as estimated, sealed and certified by the Design Engineer of the collection system is Sixty Five Thousand and 00/100ths Dollars (\$65,000.00); and

WHEREAS, Principal and the Developer/Owner of the Project, if different from Principal, desire to have such Final Site Plan and/or Final Plat of said Project in order to commence construction of all improvements related to the Design Development Report, the Detailed Soil Investigation Report and the Final Site Plan and/or Final Plat;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein the sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Principal shall construct, install and complete the aforementioned wastewater collection and system, which work shall include all of said improvements, utilities and facilities above-mentioned as shown on the Final Site Plan and/or Final Plat, Design Development Report, and Detailed Soil Investigation Report and also as stated herein or as otherwise required by the Final Site Plan and/or Final Plat, Design Development Report, Detailed Soil Investigation Report or State Operating Permit required by the Tennessee Department of Environment and Conservation and, in particular, all sewer mains, collection facilities, treatment facilities and other necessary, facilities, instrumentalities, buffer requirements, reporting mechanisms, and all required appurtenances, which shall also include any auxiliary facilities proposed.

2. Principal shall do all of said work in a proper and workmanlike manner to the satisfaction of Williamson County and in accordance with all regulations of the Williamson County Planning Commission and the Williamson County Water and Wastewater Authority and any other applicable laws, rules, regulations, codes, or ordinances, local, state or federal.

3. Principal shall fully maintain and keep in good working order the aforementioned wastewater collection system for so long as the property described in the Final Site Plan and/or Final Plat shall be used for the

purposes shown on said Final Site Plan and/or Final Plat, as stated herein, or as otherwise required by said Final Site Plan and/or Final Plat.

4. This Performance Bond shall be held for a minimum of one (1) year following the date on which the Final Site Plan or Final Plat is recorded in the Register of Deeds office.

5. After one (1) year or longer, so long as the following conditions are met and information submitted (in accordance with Section 1.10.B of the Williamson County Regulations for Wastewater Treatment and Land Disposal Systems in Article XII of the Zoning Ordinance:

- a. Letter from the Tennessee Department of Environment and Conservation that the collection system is installed and functioning;
- b. Sealed letter from the Design Engineer that the collection system is installed in accordance with the Design Plans; and
- c. Letter from the Utility Provider that it has accepted the collection system and is available for operation/collection.

Then the Regional Planning Commission may reduce the bond to a Maintenance Bond.

6. This Maintenance Bond may be set by the Regional Planning Commission at thirty percent (30%) and shall be held for a minimum of two (2) years following the date on which the Regional Planning Commission converted the bond to a Maintenance Bond or until eighty percent (80%) of the building permits are issued for the applicable section of the residential development, whichever is last to occur, unless the Planning Commission and/or the Water and Wastewater Authority requires, in accordance with the terms of this Bond and the Wastewater or Subdivision Regulations, a draft or drafts on said Letter of Credit.

7. Principal shall obtain final approval and acceptance of the work by the Planning Commission as required by state statute as well as the Williamson County Zoning Ordinance, Williamson County Subdivision

Regulations, the Williamson County Regulations for Wastewater Treatment and Land Disposal Systems, and the regulations of the Tennessee Department of Environment and Conservation.

8. In the event the Planning Commission or Water and Wastewater Authority determines that the Principal has failed to meet the obligations required by these Bonds, the Planning Commission or Wastewater Authority may require a draft or drafts on said Letter of Credit for such amounts as it may determine to be proper.

IN WITNESS WHEREOF the undersigned have duly executed this Agreement on the date first set forth above.

PRINCIPAL

Signed and executed this 4th day of April, 2012.

By: [Signature] (Signature)

(Corporate Seal)

Printed: John Powell

Title: Mgn Mmbr

STATE OF TENNESSEE)
COUNTY OF Williamson)

Personally appeared before me John Powell a Notary Public in and for said County and State the within named Mgn Mmbr, the Principal, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purpose therein contained.

Witness my hand and official seal on the 4th day of April, 2012.

[Signature]
Notary Public

My Commission Expires



(remainder of page left intentionally blank)

OWNER/DEVELOPER

Signed and executed this 4 day of April, 2012.

By: J. Powell (Signature)

(Corporate Seal)

Printed: John E. Powell

Title: Mng MEMBER

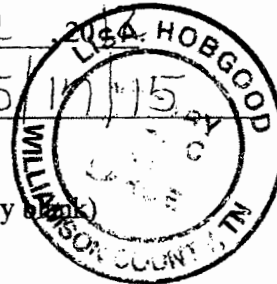
STATE OF TENNESSEE)
COUNTY OF Williamson)

Personally appeared before me John Powell a Notary Public in and for said County and State the within named Mng Mbr, the Principal, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purpose therein contained.

Witness my hand and official seal on the 4th day of April, 2012.

Lisa Hobgood
Notary Public

My Commission Expires 5/17/15



(remainder of page left intentionally blank)

SEWER UTILITY COMPANY

I, on behalf of Kings Chapel Community, LLC (sewer utility company) sign this agreement for the sole purpose of acknowledging that the system proposed for the Kings Chapel (project) is within the service area of Kings Chapel Community (sewer utility company) and will be owned and operated by Kings Chapel Community (sewer utility company) upon its completion.

Signed this 4 day of April, 2012.

By: [Signature] (Signature)

Printed: John Powell

Title: Mng MEMBER

STATE OF TENNESSEE)
COUNTY OF Williamson)

Personally appeared before me John Powell a Notary Public in and for said County and State the within named Mng Mbr, the Principal, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purpose therein contained.

Witness my hand and official seal on the 4th day of April, 2012.

[Signature]
Notary Public

My Commission Expires 5/1/13



(remainder of page left intentionally blank)

WILLIAMSON COUNTY, TENNESSEE

Approved as to form: this 5th day of April, 2012.

By: Kristi D. Ransom (Signature)

Printed: Kristi D. Ransom

Title: County Attorney for Planning and Environment

Received by Williamson County, Tennessee:

Date: 4/4/12

By: Debbie Smith (Signature)

Printed: Debbie Smith

KINGS CHAPEL CAPACITY**Bond #5**

Amount	Bank	Start	End
\$41,000	SunTrust	10/22/07	06/20/08
27,375	SunTrust	06/20/08	11/01/08
8,213	SunTrust	11/01/08	10/19/10
8,213	Franklin Synergy Bank	10/19/10	10/31/12
0	Released	11/01/12	

ITEM 5

NAME: KING'S CHAPEL, SECTION 2C

BOND TYPE: MAINTENANCE BOND FOR SEWER COLLECTION SYSTEM

LOCATION: OFF MURFREESBORO RD

BACKGROUND: The following table shows the previous history of the bond.

MEETING DATE	BOND TYPE	ACTION TAKEN	BOND AMOUNT
October 2007	Performance Sewer Collection System	Implemented	\$41,000
May 2008	Performance Sewer Collection System	Reduce & Extend	\$27,375
November 2008	Maintenance Sewer Collection System	Extend	\$8,213
October 2010	Maintenance Sewer Collection System	Extend	\$8,213
October 2011	Maintenance Sewer Collection System	Extend	\$8,213

LAST ACTION: At the October 2011 meeting, this body granted approval to extend this bond in the current amount for a period of one (1) year.

RECOMMENDATION: At this writing, build-out for this section is 80%; accordingly, it is recommended that this bond be released per Section 1.10 B of the Wastewater Regulations.

	<u>CURRENT</u>	<u>RECOMMENDED</u>
Sewer Collection System	\$8,213	Release
	Maintenance	

REVIEWER: JH
DATE: 10/11/2012


SUNTRUST

LETTER OF CREDIT NUMBER F851168

ISSUANCE DATE: OCTOBER 22, 2007

APPLICANT:

ASHBY COMMUNITIES, LLC
1413 PLYMOUTH DRIVE
BRENTWOOD, TN 37027

BENEFICIARY:

WILLIAMSON COUNTY PLANNING
COMMISSION
1180 WEST MAIN STREET, SUITE 400
FRANKLIN, TN 37064

FOR US\$ 41,000.00

(FORTY-ONE THOUSAND 00/100 U.S. DOLLARS)

DATE OF EXPIRATION: OCTOBER 22, 2008

PLACE OF EXPIRATION: AT OUR COUNTERS

WE HEREBY ESTABLISH OUR IRREVOCABLE LETTER OF CREDIT NO. F851168
IN YOUR FAVOR FOR ACCOUNT OF THE ABOVE REFERENCED APPLICANT
AVAILABLE BY YOUR DRAFTS DRAWN ON US PAYABLE AT SIGHT FOR ANY SUM
OF MONEY NOT TO EXCEED A TOTAL OF THE AMOUNT REFERENCED ABOVE
WHEN ACCOMPANIED BY THIS LETTER OF CREDIT AND THE FOLLOWING
DOCUMENT:

BENEFICIARY'S DATED CERTIFICATE PURPORTEDLY SIGNED
BY ONE OF ITS OFFICIALS STATING:
"ASHBY COMMUNITIES, LLC HAS FAILED TO COMPLETE SEWER
IMPROVEMENTS AND/OR HAS FAILED TO OBTAIN NECESSARY
AUTHORIZATION TO RELEASE FROM ALL AFFECTED AGENCIES
FOR SECTION 2-C FOR THE SUBDIVISION KNOWN AS KINGS
CHAPEL."

PARTIAL DRAWINGS ARE PERMITTED.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE
DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR FROM
THE EXPIRATION DATE HEREOF OR ANY FUTURE EXPIRATION DATE, UNLESS
THIRTY (30) DAYS PRIOR TO ANY EXPIRATION DATE WE SEND NOTICE TO

CONTINUED ON NEXT PAGE


SUNTRUST

LETTER OF CREDIT NUMBER FBS1168

PAGE NO. 2

YOU BY REGISTERED MAIL OR OVERNIGHT COURIER THAT WE ELECT NOT TO
CONSIDER THIS LETTER OF CREDIT RENEWED FOR ANY SUCH ADDITIONAL
PERIOD. LETTER OF CREDIT NON EXTENSION NOTICE SHALL BE SENT TO
THE BENEFICIARY AT THE ADDRESS AS STATED ABOVE, OR AS AMENDED.

ALL DRAFTS MUST REFERENCE THE NUMBER AND ISSUE DATE OF THIS
CREDIT.

THIS LETTER OF CREDIT IS ISSUED SUBJECT TO THE INTERNATIONAL
STANDBY PRACTICES 1998 PUBLICATION 690.

WE HEREBY AGREE WITH YOU THAT ALL DRAFTS DRAWN IN COMPLIANCE WITH
THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED UPON
PRESENTATION AND DELIVERY OF THE DOCUMENTS SPECIFIED ABOVE TO THE
BELOW ADDRESS ON OR BEFORE OCTOBER 22, 2008 OR ANY AUTOMATICALLY
EXTENDED DATE.

ALL DOCUMENTS ARE TO BE REMITTED TO:
SUNTRUST BANK INTERNATIONAL DIVISION
ATTN: LETTER OF CREDIT DEPARTMENT
MC: GA-ATL 3702
201 4TH AVENUE N., 2ND FLOOR
NASHVILLE, TN 37129

PLEASE DIRECT ALL INQUIRIES TO:
PHONE: 800-751-7847 OPTION 3.

SINCERELY,
SUNTRUST BANK

Mary Jane Margheim
AUTHORIZED SIGNATURE
105

MARY JANE MARGHEIM
GROUP VICE PRESIDENT

PLEASE SIGN BELOW TO SHOW YOUR APPROVAL AND ACCEPTANCE
OF THE LETTER OF CREDIT AND RETURN FOR OUR FILES
COUNTY _____

11-12-07



LETTER OF CREDIT NUMBER F251168

AMENDMENT DATE: JUNE 20, 2008

APPLICANT:
ASHBY COMMUNITIES, LLC
1413 PLYMOUTH DRIVE
BRENTWOOD, TN 37027

BENEFICIARY:
WILLIAMSON COUNTY PLANNING
COMMISSION
1320 WEST MAIN STREET, SUITE 400
FRANKLIN, TN 37064

THIS AMENDMENT IS TO BE CONSIDERED AS PART OF THE ABOVE MENTIONED
CREDIT AND MUST BE ATTACHED THERETO.

AMENDMENT NO. 001

EXPIRATION DATE NOW READS NOVEMBER 05, 2008. THE AUTOMATIC
EXTENSION CLAUSE REMAINS IN EFFECT.

THERE IS A DECREASE IN LETTER OF CREDIT AMOUNT OF 13,625.00 U.S.
DOLLARS FOR A NEW TOTAL OF 27,375.00 U.S. DOLLARS.


ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PLEASE DIRECT ALL INQUIRIES TO:

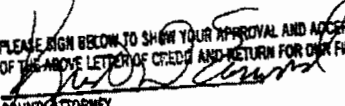
SUNTRUST INTERNATIONAL DIVISION
ATTN: LETTER OF CREDIT DEPARTMENT
25 PARK PLACE, 16TH FLOOR, NC 3707
ATLANTA, GEORGIA 30303
PHONE: 800-951-7847. SELECT OPTION 3, THEN OPTION 1
FAX: 404-588-8129

SINCERELY,

SUNTRUST BANK


AUTHORIZED SIGNATURE
105

Dale Toothill
Assistant Vice President

PLEASE SIGN BELOW TO SHOW YOUR APPROVAL AND ACCEPTANCE
OF THE ABOVE LETTER OF CREDIT AND RETURN FOR OUR FILES

COUNTY ATTORNEY
6-30-08



IRREVOCABLE STANDBY LETTER OF CREDIT

Issuer: Franklin Synergy Bank (the "Issuer")

Applicant: Ashby Communities, LLC, a Tennessee Limited Liability Company (the "Applicant")
1413 Plymouth Drive
Brentwood, TN 37027

Project: Sewer Improvements for the Kings Chapel Subdivision Phase 2C

Beneficiary: Williamson County Planning Commission (the "Beneficiary")
1320 West Main Street, Suite 400
Franklin, TN 37064

Amount: Eight Thousand Two Hundred Thirteen and no/100 U.S. Dollars
(U.S. \$8,213.00)

Letter of Credit No.: 400291500

This Letter of Credit replaces our Letter of Credit No. _____ issued on _____, 20____. [Left blank if this Letter of Credit is not replacing an outstanding credit of the Issuer.]

Date Issued: October 19, 2010

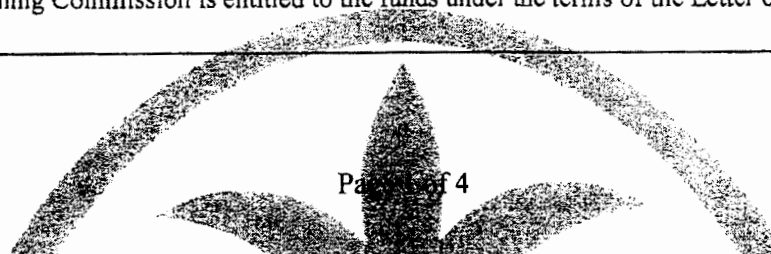
Expiration Date: ☐ October __, 20__ OR ☒ Perpetual

The Issuer hereby establishes in favor of the Beneficiary this Irrevocable Standby Letter of Credit, including and incorporating the Additional Terms attached hereto, ("Letter of Credit"), with the above Letter of Credit Number, for the account of the Applicant in an amount not exceeding the above dollar amount. If a date certain is indicated above as the expiration date (the "Expiration Date"), this Letter of Credit shall expire at the close of business on that Expiration Date; if, however, the term of this Letter of Credit is perpetual, the Letter of Credit shall not expire except in accordance with applicable law. Funds under this Letter of Credit are available at the office of the Issuer at 722 Columbia Avenue, Franklin, TN 37064, or its successor-in-interest, after presentation of draft(s) drawn at sight on the Issuer at its counters. This Letter of Credit may be cancelled by the Issuer upon sixty (60) days' notice to the Beneficiary in accordance with the terms of this Letter of Credit.

The sight draft(s) shall be in the form of Exhibit A hereto, bearing the clause "Drawn under Letter of Credit Number 400291500 of Franklin Synergy Bank dated October 19, 2010."

The draft(s) shall be accompanied by the following documents:

A sworn affidavit from an official representative of Williamson County Planning Commission stating that an event of default exists and Ashby Communities, LLC has failed to complete Sewer Improvements and/or has failed to obtain written authorization to release from all affected agencies for Phase 2C for the subdivision known as King's Chapel and Williamson County Planning Commission is entitled to the funds under the terms of the Letter of Credit.



☐ Partial drawings **ARE NOT** permitted, and this ORIGINAL Letter of Credit must accompany and be surrendered with the draft.

☒ Partial drawings **ARE** permitted, subject to the terms of this Letter of Credit. The ORIGINAL Letter of Credit must accompany and be surrendered with the final draft.

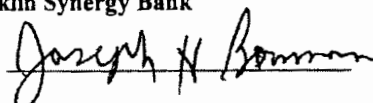
[This space intentionally is left blank.]

Except to the extent that the nonvariable provisions of the State of Tennessee's Uniform Commercial Code – Letters of Credit (Tenn. Code Ann. §§ 47-5-101 et seq.) ("UCC") and the specific terms of this Letter of Credit, including those certain Additional Terms incorporated herein and attached hereto, dictate otherwise, this Letter of Credit is governed by the International Standby Practices, 1999 ed., ICC Publication No. 590 ("ISP98").

Very Truly Yours,

Franklin Synergy Bank

By:



Name: Joseph H. Bowman

Title: Executive Vice President

PLEASE SIGN BELOW TO SHOW YOUR APPROVAL AND ACCEPTANCE
OF THE ABOVE LETTER OF CREDIT AND RETURN FOR OUR FILES

COUNTY ATTORNEY

ADDITIONAL TERMS

1. **Defined Terms.** The defined terms used in this Letter of Credit are intended to be consistent with those used in ISP98, except where the UCC's defined terms are nonvariable.
2. **Effective Date.** This Letter of Credit is effective upon leaving the Issuer's control.
3. **Agreement to Honor.** Issuer agrees to honor this Letter of Credit under the terms stated herein and to pay the requested draw(s). The agreement to honor is subject to timely and proper demand(s) hereunder, including freedom from any discrepancy at the time of presentment in the sight draft or the required presentment documents, and is subject to a determination of forgery or fraud. Further, the Issuer is not responsible for the performance or nonperformance of the underlying contract, arrangement, or transaction that created the need or purpose for the Letter of Credit; an act or omission of others; or observance or knowledge of the usage of a particular trade.
4. **Notice after Presentment.** Upon presentment, the Issuer shall have twenty (20) business days, beginning after the day of presentment, to either honor the presentment or to provide notice to the presenter of dishonor. Issuer shall provide notice of dishonor, which shall include the reason for dishonor, whether for discrepancies in the sight draft or presentment documents, expiration of the Letter of Credit, fraud, or forgery, and which shall be communicated to the presenter in writing. However, failure under this section to provide notice of dishonor for any reason does not preclude the Issuer's reliance on such reasons, including discrepancies, as a basis for refusal to honor or as a defense for wrongful dishonor.
5. **Fraud.** If a presentation is made that appears on its face strictly to comply with the terms and conditions of the Letter of Credit, but a required document is forged or materially fraudulent, or honor of the presentation would facilitate a material fraud by the Beneficiary on the Issuer or Applicant, the Issuer may not, in its discretion, honor the presentment.
6. **Partial Draws.** If partial draws are permitted under this Letter of Credit, the original Letter of Credit shall be presented each time a draw is requested. The Issuer shall cause the total aggregate amount available hereunder to be reduced by the amount of the respective draw. The reduction shall be indicated on the original Letter of Credit, and each time a reduction is indicated, an appropriate officer of Issuer shall initial the reduction. The requirements of this section are not impacted or affected by the amendment requirements of Section 7.
7. **Expiration on a Non-Business Day.** If the Expiration Date is not a business day of the Issuer or of a nominated Person, then presentation made there on the first following business day shall be deemed timely.
8. **Amendment of Terms and Conditions.** This Letter of Credit is not subject to amendment. Amendment of the terms of this Letter of Credit may take place only with the issuance of a new letter of credit, indicating as shown above that it replaces a certain former letter of credit, that incorporates the desired amended terms. If the Issuer agrees to extend the Expiration Date or to otherwise renew the term of this Letter of Credit beyond the Expiration Date, the extension or renewal shall comply with the amendment requirements of this section.
9. **Waiver.** The issuer may, in its sole discretion, without notice to or consent of the Applicant and without effect on the Applicant's obligations to the Issuer, waive requirements that are for the Issuer's benefit or operational convenience.
10. **Original Letter of Credit Lost, Stolen, Mutilated or Destroyed.** If the original of this Letter of Credit is lost, stolen, mutilated or destroyed, the Issuer need not replace it or waive the requirement that the original be presented under the Letter of Credit. To the extent that the Beneficiary agrees to indemnify the Issuer for the amount of the original lost, stolen, mutilated, or destroyed Letter of Credit, the Issuer may replace it or waive the requirement that the original be presented. Electronic copies are not deemed originals.
11. **Termination.** This Letter of Credit shall automatically terminate upon the earliest of (a) the honoring of this Letter of Credit up to or for the full amount available hereunder; (b) notice of cancellation of this Letter of Credit as provided hereunder; (c) close of business on the Expiration Date, if any, without prior honor or amendment; or (d) in accordance with applicable law.
12. **Cancellation.** This Letter of Credit may be canceled by the Issuer upon sixty (60) days' written notice to the Beneficiary. The written cancellation notice shall be sent to the Beneficiary via certified United States mail, return receipt requested, and is valid upon return of the recipient signature or upon evidence, such as United States Postal Service notation of "unclaimed", of the recipient's refusal to accept delivery or to sign. Notice to the Beneficiary is deemed notice to any nominated Person. In the event of cancellation, this original Letter of Credit shall be returned to the Issuer.
13. **Transfer and Assignment.** This Letter of Credit, including both drawing rights and right to the proceeds of the Letter of Credit, is non-transferable and is not assignable. The Issuer's obligation under this Letter of Credit shall be limited to the face amount of the Letter of Credit, and upon honor, whether through one or multiple partial draws, the Issuer shall have no additional liability to any party in connection with this Letter of Credit.
14. **Fees.** The Applicant acknowledges and agrees that the Issuer may automatically deduct from any of Applicant's accounts at or with Issuer any fees or other amount due to Issuer in connection with Issuer's issuance of this Letter of Credit or with any renewal hereof.
15. **Governing Law; Venue.** This Letter of Credit is governed first by the nonvariable provisions of Tennessee Code Annotated §§ 47-5-101 et seq. Second, except to the extent that expressly stated terms of this Letter of Credit dictate otherwise, this Letter of Credit is governed by the International Standby Practices, 1999 ed., ICC Publication No. 590 ("ISP98"). The parties hereto agree that venue is solely proper with the courts of Williamson County, Tennessee and the United States District Court for the Middle District of Tennessee.
16. **Severability.** If any term or terms of this Letter of Credit are determined to be unenforceable by a court of competent jurisdiction, the remaining terms and provisions of this Letter of Credit shall remain valid and in full force and effect.

EXHIBIT A
SIGHT DRAFT

_____, 20____

FOR VALUE RECEIVED

Pay on Demand to: _____
U.S. _____ Dollars
(U.S. \$ _____).

Charge to account of Applicant:
Ashby Communities, LLC

Drawn under Letter of Credit Number 400291500 of Franklin Synergy Bank dated October 19, 2010.

TO: Franklin Synergy Bank
722 Columbia Avenue
Franklin, Tennessee 37064

If partial drawings are permitted under the terms of the Letter of Credit, the sum drawn does not exceed the difference between (a) the maximum aggregate amount to be drawn under the Letter of Credit with the above-referenced number and (b) the aggregate amount of all previous drawings made under the Letter of Credit with the above-referenced number.

Signature of Beneficiary

By: _____

Title: _____

WHN Consulting

Page 8

KINGS CHAPEL CAPACITY

Bond #6

<u>Amount</u>	<u>Bank</u>	<u>Start</u>	<u>End</u>
\$17,500	Reliant Bank	04/15/14	

IRREVOCABLE STANDBY LETTER OF CREDIT

Letter of Credit Number: 9052357

Amount: U.S. \$ 17,500.00 (seventeen thousand five hundred dollars and zero cents U.S. DOLLARS)

This Letter of Credit is issued on April 15, 2014 by Issuer in favor of the Beneficiary for the account of Applicant. The parties' names and their addresses are as follows:

APPLICANT:

ASHBY COMMUNITIES, LLC
Entity Type: Limited Liability Company
1165 MEADOW BRIDGE LANE
ARRINGTON, TN 37012

BENEFICIARY:

WILLIAMSON
Entity Type: Co
1320 WEST M.
FRANKLIN, TN 37067

ISSUER:

RELIANT BANK
1736 Carothers F
Suite 100
Brentwood, TN 37027

PLEASE SIGN BELOW TO SHOW YOUR APPROVAL AND ACCEPTANCE
OF THE ABOVE LETTER OF CREDIT AND RETURN FOR OUR FILES

BY [Signature]
ATTORNEY

4-17-14

King
3B

1. **LETTER OF CREDIT.** Iss
Beneficiary may draw on this
of Beneficiary and be marked
shown above on or before the
draft.

This Letter of Credit sets forth
any document to which this Letter

This Letter of Credit expires on

Credit) in favor of Beneficiary in the amount indicated above.
drawings is greater than one). Each Draft shall be signed on behalf
April 15, 2014." Drafts must be presented at Issuer's address
amount available under this Letter of Credit by the amount of the

any document cannot be modified by any reference in this Letter of Credit, or

2. **DRAWINGS.** Beneficiary shall be permitted to make multiple drawings on this Letter of Credit. The maximum number of drawings that may be made on this Letter of Credit is N/A. "Draft" means a draft drawn at sight.

3. **DOCUMENTS.** Each Draft must be accompanied by the following, in original and two copies except as stated:

A. The original Letter of Credit, together with any amendments.

B. A sight draft drawn by Beneficiary on Issuer.

C. A signed statement by Beneficiary including the following statement: Ashby Communities, LLC has failed to complete the Wastewater Collection System for the Kings Chapel Subdivision, Section 3B and/or has failed to obtain written authorizations to release from all affected agencies for the subdivision known as King's Chapel, Section 3B and that Williamson County Planning Commission is entitled to funds under the terms of the Letter of Credit.

Issuer shall be entitled to accept a draft and the documentation described above, as required by the terms of this Letter of Credit, from any person purporting to be an authorized officer or representative of Beneficiary without any obligation or duty on the part of Issuer to verify the identity or authority of the person presenting the draft and such documentation.

4. **SPECIAL INSTRUCTIONS.** The term of this Letter of Credit is 12 months, but is automatically renewable. This Letter of Credit may be cancelled by the Issuer upon sixty (60) days' notice to the Beneficiary in accordance with the terms of this Letter of Credit.

5. **EXPIRATION DATE.** This Letter of Credit expires at the close of business at Issuer's address at 04:30 PM Central Time (Time) on April 15, 2015 (Date). Issuer agrees to honor all Drafts presented in strict compliance with the provisions of this Letter of Credit on or before the Expiration Date.

6. **NON-TRANSFERABLE.** This Letter of Credit is not transferable.

7. **APPLICABLE LAW.** This Letter of Credit is governed by the International Standby Practices 1998 (ISP98). This Letter of Credit is also governed by the laws of Tennessee, except as those laws conflict with the International Standby Practices 1998 (ISP98).

ISSUER:

Reliant Bank

By [Signature]
Mark L. Rapp, Senior Vice President

Date 4/15/14

KINGS CHAPEL CAPACITY**Bond #7**

Amount	Bank	Start	End
\$40,000	Franklin Synergy Bank	07/01/12	08/01/13
12,000	Franklin Synergy Bank	08/01/13	01/10/14
12,000	Reliant Bank	01/10/14	

ITEM 7

NAME: KING'S CHAPEL, SECTION 4A

BOND TYPE: MAINTENANCE BOND FOR WASTEWATER COLLECTION SYSTEM

LOCATION: OFF MURFREESBORO RD

BACKGROUND: The following table shows the previous history of the bond.

MEETING DATE	BOND TYPE	ACTION TAKEN	BOND AMOUNT
July 2012	Performance WW Collection System	Implemented	\$40,000
July 2013	Performance WW Collection System	Extend	\$40,000
August 2013	Performance WW Collection System	Reduce to Maintenance & Extend	\$12,000

LAST ACTION: At the August 2013 meeting, this body granted approval to reduce this bond to maintenance in the amount of \$12,000 for a period of one (1) year.

RECOMMENDATION: Per the terms of this agreement, this bond must be extended in the current amount for a period of one (1) year.

CURRENT

\$12,000
Maintenance

RECOMMENDED

\$12,000
Maintenance

REVIEWER: KRR
DATE: 08/14/2014

IRREVOCABLE STANDBY LETTER OF CREDIT

Letter of Credit Number: 9051345

Amount: U.S. \$ 12,000.00 (twelve thousand dollars and zero cents U.S. DOLLARS)

This Letter of Credit is issued on January 10, 2014 by Issuer in favor of the Beneficiary for the account of Applicant. The parties' names and their addresses are as follows:

APPLICANT:

ASHBY COMMUNITIES, LLC
Entity Type: Limited Liability Company
1165 MEADOW BRIDGE LANE
ARRINGTON, TN 37014-9109

BENEFICIARY:

WILLIAMSON COUNTY PLANNING COMMISSION
Entity Type: Corporation
1320 WEST MAIN STREET, SUITE 400
FRANKLIN, TN 37064

PLEASE SIGN BELOW TO SHOW YOUR APPROVAL AND ACCEPTANCE
OF THE ABOVE LETTER OF CREDIT AND RETURN FOR OUR FILES

COUNTY ATTORNEY

1-21-14

ISSUER:

RELIANT BANK
1736 Carothers Parkway
Suite 100
Brentwood, TN 37027

1. **LETTER OF CREDIT.** Issuer establishes this Irrevocable Standby Letter of Credit (Letter of Credit) in favor of Beneficiary in the amount indicated above. Beneficiary may draw on this Letter of Credit with a Draft (or Drafts, if the maximum number of drawings is greater than one). Each Draft shall be signed on behalf of Beneficiary and be marked "Drawn under Reliant Bank Letter of Credit No. 9051345 dated January 10, 2014." Drafts must be presented at Issuer's address shown above on or before the Expiration Date. The presentation of any Draft shall reduce the Amount available under this Letter of Credit by the amount of the draft.

This Letter of Credit sets forth in full the terms of Issuer's obligation to Beneficiary. This obligation cannot be modified by any reference in this Letter of Credit, or any document to which this Letter of Credit may be related.

This Letter of Credit expires on the Expiration Date.

2. **DRAWINGS.** Beneficiary shall be permitted to make multiple drawings on this Letter of Credit. The maximum number of drawings that may be made on this Letter of Credit is N/A. "Draft" means a draft drawn at sight.

3. **DOCUMENTS.** Each Draft must be accompanied by the following, in original and two copies except as stated:

A. The original Letter of Credit, together with any amendments.

B. A sight draft drawn by Beneficiary on Issuer.

C. A signed statement by Beneficiary including the following statement: Ashby Communities, LLC has failed to complete Wastewater Collection System and/or has failed to obtain written authorizations to release from all affected agencies for the subdivision known as King's Chapel, Section 4A and that Williamson County Planning Commission is entitled to funds under the terms of the Letter of Credit.

Issuer shall be entitled to accept a draft and the documentation described above, as required by the terms of this Letter of Credit, from any person purporting to be an authorized officer or representative of Beneficiary without any obligation or duty on the part of Issuer to verify the identity or authority of the person presenting the draft and such documentation.

4. **SPECIAL INSTRUCTIONS.** The term of this Letter of Credit is 12 months, but is automatically renewable. This Letter of Credit may be cancelled by the Issuer upon sixty (60) days' notice to the Beneficiary in accordance with the terms of this Letter of Credit.


5. **EXPIRATION DATE.** This Letter of Credit expires at the close of business at Issuer's address at 04:30 PM Central Time (Time) on January 10, 2015 (Date). Issuer agrees to honor all Drafts presented in strict compliance with the provisions of this Letter of Credit on or before the Expiration Date.

6. **NON-TRANSFERABLE.** This Letter of Credit is not transferable.

7. **APPLICABLE LAW.** This Letter of Credit is governed by the International Standby Practices 1998 (ISP98). This Letter of Credit is also governed by the laws of Tennessee, except as those laws conflict with the International Standby Practices 1998 (ISP98).

ISSUER:

Reliant Bank

By 
Mark E. Rymen, Senior Vice President

Date 1-10-14

**FRANKLIN
BANK**



IRREVOCABLE STANDBY LETTER OF CREDIT

DOWNTOWN FRANKLIN

722 Columbia Avenue
Franklin, TN 37064
Phone: 615.236.BANK (2265)
Fax: 615.236.8320

COOL SPRINGS

3301 Aspen Grove Drive
Suite 106
Franklin, TN 37067
Phone: 615.236.4650
Fax: 615.236.4603

BRENTWOOD

4930 Thoroughbred Lane
Brentwood, TN 37027
Phone: 615.499.5500
Fax: 615.499.5520

WESTHAVEN

1015 Westhaven Boulevard
Suite 150
Franklin, TN 37064
Phone: 615.656.5888
Fax: 615.656.5899

MORTGAGE

7101 Executive Center Drive
Suite 110
Brentwood, TN 37027
Phone: 615.564.6400
Fax: 615.564.6402

FranklinSynergyBank.com

Issuer: Franklin Synergy Bank (the "Issuer")
722 Columbia Avenue
Franklin, Tennessee 37064

Applicant: Ashby Communities, LLC, a Tennessee Limited Liability
Company (the "Applicant")
1165 Meadow Bridge Lane
Arrington, Tennessee 37014

Performance Bond for the wastewater collection system for

ing Commission (the "Beneficiary")
Suite 400

ive Hundred and no/100 U.S. Dollars

dit No. issued on , 20 . [Left
ng credit of the Issuer.]

OR ☒ Perpetual

The Issuer hereby establishes in favor of the Beneficiary this Irrevocable Standby Letter of Credit, including and incorporating the Additional Terms attached hereto, ("Letter of Credit"), with the above Letter of Credit Number, for the account of the Applicant in an amount not exceeding the above dollar amount. If a date certain is indicated above as the expiration date (the "Expiration Date"), this Letter of Credit shall expire at the close of business on that Expiration Date; if, however, the term of this Letter of Credit is perpetual, the Letter of Credit shall not expire except in accordance with applicable law. Funds under this Letter of Credit are available at the office of the Issuer at 722 Columbia Avenue, Franklin, TN 37064, or its successor-in-interest, after presentation of draft(s) drawn at sight on the Issuer at its counters. This Letter of Credit may be cancelled by the Issuer upon sixty (60) days' notice to the Beneficiary in accordance with the terms of this Letter of Credit.

ADDITIONAL TERMS

1. **Defined Terms.** The defined terms used in this Letter of Credit are intended to be consistent with those used in ISP98, except where the UCC's defined terms are nonvariable.
2. **Effective Date.** This Letter of Credit is effective upon leaving the Issuer's control.
3. **Agreement to Honor.** Issuer agrees to honor this Letter of Credit under the terms stated herein and to pay the requested draw(s). The agreement to honor is subject to timely and proper demand(s) hereunder, including freedom from any discrepancy at the time of presentment in the sight draft or the required presentment documents, and is subject to a determination of forgery or fraud. Further, the Issuer is not responsible for the performance or nonperformance of the underlying contract, arrangement, or transaction that created the need or purpose for the Letter of Credit; an act or omission of others; or observance or knowledge of the usage of a particular trade.
4. **Notice after Presentment.** Upon presentment, the Issuer shall have twenty (20) business days, beginning after the day of presentment, to either honor the presentment or to provide notice to the presenter of dishonor. Issuer shall provide notice of dishonor, which shall include the reason for dishonor, whether for discrepancies in the sight draft or presentment documents, expiration of the Letter of Credit, fraud, or forgery, and which shall be communicated to the presenter in writing. However, failure under this section to provide notice of dishonor for any reason does not preclude the Issuer's reliance on such reasons, including discrepancies, as a basis for refusal to honor or as a defense for wrongful dishonor.
5. **Fraud.** If a presentation is made that appears on its face strictly to comply with the terms and conditions of the Letter of Credit, but a required document is forged or materially fraudulent, or honor of the presentation would facilitate a material fraud by the Beneficiary on the Issuer or Applicant, the Issuer may not, in its discretion, honor the presentation.
6. **Partial Draws.** If partial draws are permitted under this Letter of Credit, the original Letter of Credit shall be presented each time a draw is requested. The Issuer shall cause the total aggregate amount available hereunder to be reduced by the amount of the respective draw. The reduction shall be indicated on the original Letter of Credit, and each time a reduction is indicated, an appropriate officer of Issuer shall initial the reduction. The requirements of this section are not impacted or affected by the amendment requirements of Section 7.
7. **Expiration on a Non-Business Day.** If the Expiration Date is not a business day of the Issuer or of a nominated Person, then presentation made there on the first following business day shall be deemed timely.
8. **Amendment of Terms and Conditions.** This Letter of Credit is not subject to amendment. Amendment of the terms of this Letter of Credit may take place only with the issuance of a new letter of credit, indicating as shown above that it replaces a certain former letter of credit, that incorporates the desired amended terms. If the Issuer agrees to extend the Expiration Date or to otherwise renew the term of this Letter of Credit beyond the Expiration Date, the extension or renewal shall comply with the amendment requirements of this section.
9. **Waiver.** The Issuer may, in its sole discretion, without notice to or consent of the Applicant and without effect on the Applicant's obligations to the Issuer, waive requirements that are for the Issuer's benefit or operational convenience.
10. **Original Letter of Credit Lost, Stolen, Mutilated or Destroyed.** If the original of this Letter of Credit is lost, stolen, mutilated or destroyed, the Issuer need not replace it or waive the requirement that the original be presented under the Letter of Credit. To the extent that the Beneficiary agrees to indemnify the Issuer for the amount of the original lost, stolen, mutilated, or destroyed Letter of Credit, the Issuer may replace it or waive the requirement that the original be presented. Electronic copies are not deemed originals.
11. **Termination.** This Letter of Credit shall automatically terminate upon the earliest of (a) the honoring of this Letter of Credit up to or for the full amount available hereunder; (b) notice of cancellation of this Letter of Credit as provided hereunder; (c) close of business on the Expiration Date, if any, without prior honor or amendment, or (d) in accordance with applicable law.
12. **Cancellation.** This Letter of Credit may be canceled by the Issuer upon sixty (60) days' written notice to the Beneficiary. The written cancellation notice shall be sent to the Beneficiary via certified United States mail, return receipt requested, and is valid upon return of the recipient signature or upon evidence, such as United States Postal Service notation of "unclaimed", of the recipient's refusal to accept delivery or to sign. Notice to the Beneficiary is deemed notice to any nominated Person. In the event of cancellation, this original Letter of Credit shall be returned to the Issuer.
13. **Transfer and Assignment.** This Letter of Credit, including both drawing rights and right to the proceeds of the Letter of Credit, is non-transferable and is not assignable. The Issuer's obligation under this Letter of Credit shall be limited to the face amount of the Letter of Credit, and upon honor, whether through one or multiple partial draws, the Issuer shall have no additional liability to any party in connection with this Letter of Credit.
14. **Fees.** The Applicant acknowledges and agrees that the Issuer may automatically deduct from any of Applicant's accounts at or with Issuer any fees or other amount due to Issuer in connection with Issuer's issuance of this Letter of Credit or with any renewal hereof.
15. **Governing Law; Venue.** This Letter of Credit is governed first by the nonvariable provisions of Tennessee Code Annotated §§ 47-5-101 et seq. Second, except to the extent that expressly stated terms of this Letter of Credit

{00126040.6}

dictate otherwise, this Letter of Credit is governed by the International Standby Practices, 1999 ed., ICC Publication No. 590 ("ISP98"). The parties hereto agree that venue is solely proper with the courts of Williamson County, Tennessee and the United States District Court for the Middle District of Tennessee.

16. Severability. If any term or terms of this Letter of Credit are determined to be unenforceable by a court of competent jurisdiction, the remaining terms and provisions of this Letter of Credit shall remain valid and in full force and effect.

EXHIBIT A

SIGHT DRAFT

_____, 20____

FOR VALUE RECEIVED

Pay on Demand to:

U.S.

Dollars

(U.S. \$ _____).

Charge to account of Applicant:

Ashby Communities, LLC

Drawn under Letter of Credit Number 401105300 of Franklin Synergy Bank dated January 2, 2014.

TO: Franklin Synergy Bank
722 Columbia Avenue
Franklin, Tennessee 37064

If partial drawings are permitted under the terms of the Letter of Credit, the sum drawn does not exceed the difference between (a) the maximum aggregate amount to be drawn under the Letter of Credit with the above-referenced number' and (b) the aggregate amount of all previous drawings made under the Letter of Credit with the above-referenced number.

Signature of Beneficiary

By: _____

Title: _____



Franklin Synergy Bank
722 Columbia Avenue
Franklin, TN 37064
Phone: 615.236.BANK (2265)
Fax: 615.236.8320

Franklin Synergy Bank
3301 Aspen Grove Drive
Suite 106
Franklin, TN 37067
Phone: 615.236.4650
Fax: 615.236.4603

Franklin Synergy Bank
4930 Thoroughbred Lane
Brentwood, TN 37027
Phone: 615.499.5500
Fax: 615.499.5520

Franklin Synergy Mortgage
7101 Executive Center Drive
Suite 110
Brentwood, TN 37027
Phone: 615.564.6400
Fax: 615.564.6402

FranklinSynergyBank.com

IRREVOCABLE STANDBY LETTER OF CREDIT

Issuer: Franklin Synergy Bank (the "Issuer")
722 Columbia Avenue
Franklin, TN 37064

Applicant: Ashby Communities LLC a Tennessee Limited Liability
Company (the "Applicant")
1165 Meadow Bridge Lane
Arrington, TN 37014

Project: Wastewater Collection System for the Kings Chapel
Subdivision, Section 4A

Beneficiary: Williamson County Planning Commission (the "Beneficiary")
1320 West Main Street, Suite 400
Franklin, TN 37064

Amount: Forty Thousand and no/100 U.S. Dollars
(U.S. \$40,000.00)

Letter of Credit No.: 400657100

This Letter of Credit replaces our Letter of Credit No. _____ issued on _____, 20 ____ . [Left blank if this Letter of Credit is not replacing an outstanding credit of the Issuer.]

Date Issued: August 22, 2012

Expiration Date: ☐ _____ OR ☒ Perpetual

The Issuer hereby establishes in favor of the Beneficiary this Irrevocable Standby Letter of Credit, including and incorporating the Additional Terms attached hereto, ("Letter of Credit"), with the above Letter of Credit Number, for the account of the Applicant in an amount not exceeding the above dollar amount. If a date certain is indicated above as the expiration date (the "Expiration Date"), this Letter of Credit shall expire at the close of business on that Expiration Date; if, however, the term of this Letter of Credit is perpetual, the Letter of Credit shall not expire except in accordance with applicable law. Funds under this Letter of Credit are available at the office of the Issuer at 722 Columbia Avenue, Franklin, TN 37064, or its successor-in-interest, after presentation of draft(s) drawn at sight on the Issuer at its counters. This Letter of Credit may be cancelled by the Issuer upon sixty (60) days' notice to the Beneficiary in accordance with the terms of this Letter of Credit.



The sight draft(s) shall be in the form of Exhibit A hereto, bearing the clause "Drawn under Letter of Credit Number 400657100 of Franklin Synergy Bank dated August 22, 2012."

The draft(s) shall be accompanied by the following documents:

A sworn affidavit from an official representative of **Williamson County Planning Commission** stating that an event of default exists and **Ashby Communities, LLC** has failed to complete Wastewater Collection System and/or has failed to obtain written authorizations to release from all affected agencies for the subdivision known as **King's Chapel, Section 4A** and that **Williamson County Planning Commission** is entitled to the funds under the terms of the Letter of Credit.

- ☐ Partial drawings **ARE NOT** permitted, and this ORIGINAL Letter of Credit must accompany and be surrendered with the draft.
- ☒ Partial drawings **ARE** permitted, subject to the terms of this Letter of Credit. The ORIGINAL Letter of Credit must accompany and be surrendered with the final draft.

[This space intentionally is left blank.]

Except to the extent that the nonvariable provisions of the State of Tennessee's Uniform Commercial Code – Letters of Credit (Tenn. Code Ann. §§ 47-5-101 et seq.) ("UCC") and the specific terms of this Letter of Credit, including those certain Additional Terms incorporated herein and attached hereto, dictate otherwise, this Letter of Credit is governed by the International Standby Practices, 2007 ed., ICC Publication No. 600 ("ISP98").

Very Truly Yours,

Franklin Synergy Bank

By: 

Name: Joseph H. Bowman

Title: Executive Vice President

14. **Fees.** The Applicant acknowledges and agrees that the Issuer may automatically deduct from any of Applicant's accounts at or with Issuer any fees or other amount due to Issuer in connection with Issuer's issuance of this Letter of Credit or with any renewal hereof.

15. **Governing Law; Venue.** This Letter of Credit is governed first by the nonvariable provisions of Tennessee Code Annotated §§ 47-5-101 et seq. Second, except to the extent that expressly stated terms of this Letter of Credit dictate otherwise, this Letter of Credit is governed by the International Standby Practices, 2007 ed., ICC Publication No. 600 ("ISP98"). The parties hereto agree that venue is solely proper with the courts of Williamson County, Tennessee and the United States District Court for the Middle District of Tennessee.

16. **Severability.** If any term or terms of this Letter of Credit are determined to be unenforceable by a court of competent jurisdiction, the remaining terms and provisions of this Letter of Credit shall remain valid and in full force and effect.

HOW YOUR APPROVAL
CREDIT AND RETURN

HOW TO SHOW YOUR
LETTER OF CREDIT AND
COURNEY
9-6-12

EXHIBIT A

SIGHT DRAFT

_____, 20____

FOR VALUE RECEIVED

Pay on Demand to:

U.S. _____ Dollars
(U.S. \$ _____).

Charge to account of Applicant

Ashby Communities, LLC

Drawn under Letter of Credit Number 400657100 of Franklin Synergy Bank dated August 22, 2012.

TO: Franklin Synergy Bank
722 Columbia Avenue
Franklin, Tennessee 37064

If partial drawings are permitted under the terms of the Letter of Credit, the sum drawn does not exceed the difference between (a) the maximum aggregate amount to be drawn under the Letter of Credit with the above-referenced number and (b) the aggregate amount of all previous drawings made under the Letter of Credit with the above-referenced number.

Signature of Beneficiary

By: _____

Title: _____

WHN Consulting

Page 10

KINGS CHAPEL CAPACITY

Bond #8

<u>Amount</u>	<u>Bank</u>	<u>Start</u>	<u>End</u>
\$67,000		11/01/13	



Rogers C. Anderson
Williamson County Mayor

Planning Department
Michael Matteson, Director

WILLIAMSON COUNTY GOVERNMENT

November 15, 2013

John Powell
1165 Meadow Bridge Lane
Arrington, TN 37014

RE: Planning Commission Meeting of November 14, 2013

Subdivision/Project: King's Chapel, Section 4B

Agenda Item No.: 26

At referenced meeting the following action took place:

- ☐ Concept Plan
- ☐ Site Plan
- ☐ Preliminary Plat
- ☒ **Final Plat - Approved**

Staff recommended approval with the following stipulations:

- pd unsafe* 1. The payment of \$51,705 (\$1,915 per lot) as traffic mitigation funds to the appropriate traffic shed escrow account;
- LC agree* 2. The posting of a Performance Bond in the amount of \$310,000 for roads, ✓ drainage and erosion control. This is a reduced Performance amount based on work completed;
- LC OK* 3. The posting of a Performance Bond in the amount of \$15,000 for water ✓ improvements as specified by Milcrofton Utility District;
- LC OK* 4. The posting of a Performance Bond in the amount of \$67,500 for the ✓ wastewater collection system;
5. The approved HOA documents must be recorded at the same time as the recording of the Final Plat;

6. Execution of a Stormwater Maintenance Agreement and submission of an Operation and Maintenance Plan for stormwater improvements; and
7. That the applicant provides two copies of the approved Final Plat in .dwg format on recordable media based on the Tennessee State Plane Coordinate System prior to signature and recording of the plat.

FUTURE REQUIREMENTS - Approval contains following requirements/stipulations:

☐ Zoning Certificate ☐ Septic Permit ☐ Driveway Permit ☐ Sign Permit
☐ Affidavit of Compliance ☒ Improvement Surety ☐ Building Permit ☐ Funds in-lieu
☐ Land Disturbance Permit ☒ Stormwater Maintenance ☒ Performance Agreements

GENERAL INSTRUCTIONS:

Land Disturbance Permit - contact Engineering Department at 790-5809. Sketch Plan & Site Plan approval expires in 6 months; **Preliminary Plat approval expires in 2 years. Final Plat approval requires surety** be provided from an approved financial institution within 50 miles of Franklin. Separate letters of credit are to be issued for each performance bond required. Section 3.2 (4) (I) of the Subdivision Regulations requires that bonds and surety be posted within sixty (60) days of the approval of the final plat. The plat shall be registered within thirty (30) days after the bond has been posted if required, or if no bond is required, thirty (30) days after approval. Bonds and surety for water and sewer are to be made payable to the utility district, with copies forwarded to Williamson County Planning/Engineering. Contact the appropriate utility district for water and sewer bond forms and information. **Bond form(s) and/or Affidavit of Compliance, if enclosed, are to be notarized and returned.** Cashiers Check required for **funds in lieu**. For **signage permit** information, contact the Codes Compliance Department.

NOTE:

No building permits may be issued until the Engineering Department has confirmed completion of construction of the road subgrade and installation of the stormwater drainage system.





Williamson County Mayor
Franklin, Tennessee 37064

Official Receipt

Receipt
Number

2877

Receipt Date

02/18/14

Received from:

PLANNING & ZONING DEPT

TIME: 14:49

CLERK: june.colv

Charge Code	Account Number	Comment	Description	Amount
90000		LGIP #294066-093	CAPITAL PROJECT	\$51,705.00
	171-00000-449900-00000-00-00-00-		OTHER LOCAL REVENUES	\$51,705.00

PAID BY: PLANNING & ZONING DE
PAYMENT METH: CHECK

AMT TENDERED: \$51,705.00
AMT APPLIED: \$51,705.00
CHANGE: \$.00

CUSTOMER COPY

IRREVOCABLE STANDBY LETTER OF CREDIT

Letter of Credit Number: 9054480

*** REVISED ***

Amount: U.S. \$ 82,500.00 (eighty two thousand five hundred dollars and zero cents U.S. DOLLARS)

This Letter of Credit is issued on November 24, 2014 by Issuer in favor of the Beneficiary for the account of Applicant. The parties' names and their addresses are as follows:

APPLICANT:

ASHBY COMMUNITIES, LLC
Entity Type: Limited Liability Company
1165 MEADOW BRIDGE LANE
ARRINGTON, TN 37014-9109

BENEFICIARY:

WILLIAMSON COUNTY PLANNING COMMISSION
Entity Type: Corporation
1320 WEST MAIN STREET, SUITE 400
FRANKLIN, TN 37064

ISSUER:

RELIANT BANK
1736 Carothers Parkway
Suite 100
Brentwood, TN 37027

1. LETTER OF CREDIT. Issuer establishes this Irrevocable Standby Letter of Credit (Letter of Credit) in favor of Beneficiary in the amount indicated above. Beneficiary may draw on this Letter of Credit with a Draft (or Drafts, if the maximum number of drawings is greater than one). Each Draft shall be signed on behalf of Beneficiary and be marked "Drawn under Reliant Bank Letter of Credit No. 9054480 dated November 24, 2014." Drafts must be presented at Issuer's address shown above on or before the Expiration Date. The presentation of any Draft shall reduce the Amount available under this Letter of Credit by the amount of the draft.

This Letter of Credit sets forth in full the terms of Issuer's obligation to Beneficiary. This obligation cannot be modified by any reference in this Letter of Credit, or any document to which this Letter of Credit may be related.

This Letter of Credit expires on the Expiration Date.

2. DRAWINGS. Beneficiary shall be permitted to make multiple drawings on this Letter of Credit. The maximum number of drawings that may be made on this Letter of Credit is N/A. "Draft" means a draft drawn at sight.

3. DOCUMENTS. Each Draft must be accompanied by the following, in original and two copies except as stated:

A. The original Letter of Credit, together with any amendments.

B. A sight draft drawn by Beneficiary on Issuer.

C. A signed statement by Beneficiary including the following statement: Ashby Communities, LLC has failed to complete the Wastewater Collection System for the Kings Chapel Subdivision, Section 6 and/or has failed to obtain written authorizations to release from all affected agencies for the subdivision known as King's Chapel, Section 6 and that Williamson County Planning Commission is entitled to funds under the terms of the Letter of Credit.

Issuer shall be entitled to accept a draft and the documentation described above, as required by the terms of this Letter of Credit, from any person purporting to be an authorized officer or representative of Beneficiary without any obligation or duty on the part of Issuer to verify the identity or authority of the person presenting the draft and such documentation.

4. SPECIAL INSTRUCTIONS. The term of this Letter of Credit is 12 months, but is automatically renewable. This Letter of Credit may be cancelled by the Issuer upon sixty (60) days' notice to the Beneficiary in accordance with the terms of this Letter of Credit

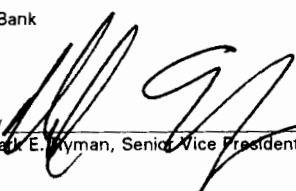
5. EXPIRATION DATE. This Letter of Credit expires at the close of business at Issuer's address at 04:30 PM Central Time (Time) on November 7, 2015 (Date). Issuer agrees to honor all Drafts presented in strict compliance with the provisions of this Letter of Credit on or before the Expiration Date.

6. NON-TRANSFERABLE. This Letter of Credit is not transferable.

7. APPLICABLE LAW. This Letter of Credit is governed by the International Standby Practices 1998 (ISP98). This Letter of Credit is also governed by the laws of Tennessee, except as those laws conflict with the International Standby Practices 1998 (ISP98).

ISSUER:

Reliant Bank

By  Mark E. Hyman, Senior Vice President

Date

11-24-14