



Carter Bank & Trust

370 Arbor Drive
Christiansburg VA 24073

IRREVOCABLE STANDBY LETTER OF CREDIT # 121

BENEFICIARY:

County of Pulaski
143 Third St., NW, Suite #1
Pulaski VA 24301

DATE:

March 7, 2017

AMOUNT:

\$650,000.00

EXPIRATION:

March 7, 2021

APPLICANT:

James A. Hager
DBA Diversified Developers, Inc.
5217 Dominion Drive
Dublin VA 24084

Dear County of Pulaski:

We hereby issue our IRREVOCABLE STANDBY LETTER OF CREDIT in your favor available by your draft(s) up to the aggregate amount of SIX HUNDRED FIFTY THOUSAND US DOLLARS (\$650,000.00) drawn on us AT SIGHT (DEMAND) accompanied by the following document:

Beneficiary's signed statement certifying that "The drawing is for reimbursement to the County of Pulaski for costs incurred in the construction of the Economic Development Access Road, Project #0824-077-729,C501 to and within the ShaeDawn Industrial Park development in Pulaski County, Virginia. Said reimbursement is pursuant to the Commonwealth Transportation Board's Resolution of December 7, 2011, and the Commonwealth's Standard Project Administration Agreement of February 23, 2012, with the County of Pulaski, requiring that industry be constructed or under firm contract no later than December 7, 2016. "This Letter is issued for the benefit of the County of Pulaski to secure the Applicant's payment to the County of funds owed by the County to the Virginia Department of Transportation pursuant to the action of the Commonwealth Transportation Board on December 7, 2016 and the Virginia Department of Transportation's letter to the County dated December 22."

Partial drawings are permitted.

Each draft drawn relative hereto must be marked "Drawn under Carter Bank & Trust's Irrevocable Standby Letter of Credit #121," and be accompanied by this original Letter of Credit.

This Irrevocable letter of credit shall remain in full force for a period of one (1) year from the effective date hereof and shall AUTOMATICALLY RENEW itself without amendment from year to year hereafter for a maximum term of FOUR (4) YEARS, unless and until Carter Bank & Trust shall give NINETY (90) DAYS prior written notice to the County of Pulaski, Virginia, by certified mail, return receipt requested, of its intent to terminate the same at the expiration of the ninety (90) day period. During the last THIRTY (30) DAYS during which the letter of credit is in full force and effect, the County may draw up to the full amount available under the letter of credit with a draft accompanied by a document stating that: "APPLICANT has NOT completed the required improvements for ShaeDawn Industrial Park and has NOT provided an acceptable substitute irrevocable Standby Letter of Credit and that the drawing is for the explicit purpose of guaranteeing and/or providing for the completion of said improvements."

This Irrevocable Standby Letter of Credit sets forth in full the terms of our undertaking. This undertaking shall not in any way be modified, amended or amplified by reference to any documents or contracts referred to herein.

We hereby agree to honor each draft drawn under and in compliance with the terms of this credit, if duly presented, together with the documents as specified, at Carter Bank & Trust, 370 Arbor Drive, Christiansburg, VA 24073, on or before the expiration date hereof.

Except as otherwise stated herein, this Irrevocable Standby Letter of Credit is subjected to the "UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS" (2007 Revision), established by the International Chamber of Commerce Publication No. 600.

CARTER BANK & TRUST

By: Mary W. Gardner

Mary W. Gardner
Sr. Vice President
(276) 728-3101