

**Application and Agreement for Commercial Letter of Credit**

TO: Bank of America, N.A. ("Bank of America")

<b>A. Application</b>			
<b>1. Applicant Name &amp; Address</b> (guarantor for Letter of Credit) requests Bank of America to issue an irrevocable commercial letter of credit (the "Letter of Credit") as follows: <input type="checkbox"/> Full text teletransmission <input type="checkbox"/> Courier	<b>2. Advising Bank Name and Address:</b> (if left blank, the Bank of America Banking Center will be used)		
<b>3. For Account of Party/Named Applicant on the Letter of Credit</b> (Name and address, if different from Applicant):	<b>4. In favor of</b> (Beneficiary Name and Address):		
<b>5. Expiration Date.</b> Drafts to be drawn on and presented to the negotiating or paying bank on or before:			
<b>6. Amount:</b> ( _____ ) Put in figures and words. For example: (\$10,000) Ten thousand and 00/00 Currency _____ (if left blank, U.S. dollars) Tolerance _____			
<b>7. Covering :</b> _____ % of invoice value. (Full invoice value unless otherwise specified.)			
<b>8. Available by drafts:</b> <input type="checkbox"/> Sight <input type="checkbox"/> _____ Days Sight <input type="checkbox"/> _____ Days Date (being the date of the transport document). Drafts to be drawn on Bank of America or Bank of America's correspondent, at Bank of America's option. Bank of America may at its option waive any draft requirement.			
<b>9. Partial Shipment:</b> <input type="checkbox"/> Permitted <input type="checkbox"/> Not Permitted		<b>10. Transshipment</b> (Not applicable to Air Shipments or Multimodal Transport Shipments.) <input type="checkbox"/> Permitted <input type="checkbox"/> Not Permitted	
<b>11. Transferable Letter of Credit?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, (if no bank is named, then the Advising bank will be the authorized bank) Bank Authorized to Transfer: _____			
<b>12. Shipment/Dispatch/Taking in Charge From/At</b>	<b>Latest Shipment Date</b>	<b>For Transportation To</b>	<b>Final Destination</b>
<b>13. Merchandise to be described in invoice as</b> (omit unnecessary details and specify price basis below).			
<b>14. Shipping Terms/Price Basis</b> (Check one): <input type="checkbox"/> FCA <input checked="" type="checkbox"/> FOB <input type="checkbox"/> CFR <input type="checkbox"/> CIF <input type="checkbox"/> Other: _____			
<b>15. Documents Required</b> (Check applicable boxes below) <ul style="list-style-type: none"> <li><input type="checkbox"/> Commercial invoice _____ original(s) and _____ copies.</li> <li><input type="checkbox"/> Packing List in _____ original(s) and _____ copies.</li> <li><input type="checkbox"/> Certificate of Origin in _____ original(s) and _____ copies.</li> <li><input type="checkbox"/> Negotiable Marine/Air Insurance Policy or Certificate for at least 110% invoice value in duplicate, effected by <input type="checkbox"/> Buyer <input type="checkbox"/> Seller                      Including coverage for: <input type="checkbox"/> War Risk <input type="checkbox"/> All Risks <input type="checkbox"/> Other Risks (Specify) _____</li> <li><input type="checkbox"/> Transport documents: <input type="checkbox"/> Marine B/L <input type="checkbox"/> Multi-modal B/L <input type="checkbox"/> Airway Bill <input type="checkbox"/> Truck B/L _____ Other                      Presented in <input type="checkbox"/> Full Set <input type="checkbox"/> 2/3 <input type="checkbox"/> 1/3 _____ Copy                      Consigned to/the order of _____ (if left blank consigned to applicant)                      Marked Notify _____</li> <li>Marked freight: <input type="checkbox"/> collect <input type="checkbox"/> prepaid.</li> <li><input type="checkbox"/> Other documents:</li> </ul>			
<b>16. Special Instructions to be included in the Letter of Credit:</b> (Unless otherwise stated) All bank charges (other than those of Bank of America) are for the account of the Beneficiary. Discount charges, if any, are for the account of the Beneficiary. All documents are to be sent by the negotiating/paying bank to Bank of America in one cover by courier or registered mail. <input type="checkbox"/> Other instructions:			
<b>17. Special Instructions to Bank of America:</b>			
<b>18. Documents must be presented to the negotiating or paying bank no later than:</b> _____ days after date of transport document (on board validation applicable for ocean shipment) but within the validity of the Letter of Credit. (Will be 21 days if left blank.) <input type="checkbox"/> If this box is marked. Applicant authorizes Bank of America to effect payment of any sums due under this Application and Agreement by means of debiting Applicant's account with Bank of America set forth below. This authorization does not affect the obligation of Applicant to pay such sums when due, if there are insufficient funds in such account to make such payment when due, or if Bank of America fails to debit the account, and this authorization. does not affect any setoff rights of Bank of America at law or in equity. Applicant's account number with Bank of America is _____ .			

## B. Agreement.

In consideration of Bank of America's issuing the Letter of Credit at the request of Applicant, Applicant unconditionally agrees to the following:

### 1. Applicant Payments.

(a) Applicant shall pay Bank of America all amounts paid by Bank of America or its agent, or any party on Bank of America's behalf under or in respect of each draft, acceptance or other order, instrument or demand drawn or presented under the Letter of Credit (the "Item"). Sight Items will be reimbursed on demand. Acceptances or other time Items shall be reimbursed on demand, or at maturity if no earlier demand is made by Bank of America. Regardless of the expiration date of the Letter of Credit, Applicant shall remain liable hereunder until Bank of America has no liability to any person, firm, corporation or other entity which is entitled to draw or demand payment under the Letter of Credit.

(b) On each fee payment date, so long as any undrawn amount of the Letter of Credit remains available, Applicant shall pay Bank of America a Letter of Credit fee. The fee payment date(s) shall be the date(s) as Applicant and Bank of America may agree, or in the absence of such agreement, the fee payment date shall be the date on which the Bank of America issues the Letter of Credit. The fee shall be at such rate per annum as Applicant and Bank of America may agree or, in the absence of such agreement, at the rate customarily charged by Bank of America at the time such fee is payable, based upon Applicant's creditworthiness, as determined by Bank of America in its sole discretion. The applicable Letter of Credit fee shall be calculated and payable on the undrawn amount of the Letter of Credit as of each fee payment date, and shall be for the period commencing on such fee payment date and ending on the day preceding the next fee payment date (or the expiration date of the Letter of Credit, as the case may be), both dates inclusive. The Letter of Credit fee will be computed on the basis of a 360-day year and actual days elapsed. Bank of America shall not be required to refund any portion of the Letter of Credit fee paid for any period during which (a) the Letter of Credit expires or otherwise terminates, or (b) the undrawn amount of the Letter of Credit is reduced by drawings or by amendment.

(c) Applicant shall pay Bank of America, on demand, commissions and fees for amendments to, payments under, extensions of or cancellation of the Letter of Credit, and other services in the amounts Applicant and Bank of America may agree or, in the absence of such agreement, in the amounts customarily charged by Bank of America on the date of Bank of America's demand.

(d) All payments and deposits of any kind by Applicant under this Application and Agreement, including prepayments, shall be made at the banking center or office Bank of America may designate from time to time. Bank of America shall have no obligation to pay Applicant interest on any such payment, prepayment or deposit made by Applicant under this Application and Agreement.

(e) (i) All payments and deposits by Applicant under this Application and Agreement shall be in the currency in which the Letter of Credit is payable, except that Bank of America may, at its option, require payments and deposits by Applicant under this Application and Agreement to be made in U.S. Dollars if the Letter of Credit is payable in a foreign currency.

(ii) The amount of each payment and each deposit by Applicant under this Application and Agreement in U.S. Dollars for a Letter of Credit payable in a foreign currency shall be determined by converting the relevant amount to U.S. Dollars at the Conversion Rate in effect:

(A) with respect to each payment under Section 1(a) of this Agreement, on the date the payment is made by Bank of America under or in respect of the Letter of Credit; and

(B) with respect to each payment not falling under the preceding clause (A) and each deposit, on the date of Bank of America's demand for such payment or deposit.

(iii) If a U.S. Dollar deposit by Applicant under this Application and Agreement for a Letter of Credit payable in a foreign currency becomes less than the U.S. Dollar equivalent of the undrawn amount of the Letter of Credit because of any variation in rates of exchange, Applicant shall deposit with Bank of America, on demand, additional amounts in U.S. Dollars so that the total amount deposited by Applicant under this Application and Agreement is not less than the U.S. Dollar equivalent of the undrawn amount of the Letter of Credit, determined by using the Conversion Rate on the date of Bank of America's latest demand.

(iv) "Conversion Rate" means the rate quoted by Bank of America for the purchase from Bank of America of the relevant foreign currency with U.S. Dollars.

(f) Applicant shall reimburse or compensate Bank of America, on demand, for all costs incurred, losses suffered and payments made by Bank of America which are applied or allocated by Bank of America to the Letter of Credit (as determined by Bank of America) by reason of any and all present or future reserve, capital, deposit, assessment or similar requirements against (or against any class of or change in or in the amount of) assets or liabilities of, or commitments or extensions of credit by, Bank of America.

(g) Applicant shall pay interest, on demand, on any amount not paid when due under this Application and Agreement from the due date until payment in full at a rate per annum equal to the rate of interest publicly announced from time to time by Bank of America as its prime rate, plus three percentage points (not to exceed the maximum rate permitted by applicable law). The prime rate is set by Bank of America based on various factors, including Bank of America's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some credits. Bank of America may price credit at, above or below the prime rate. Any change in Bank of America's prime rate shall take effect at the opening of business on the day specified in Bank of America's public announcement of a change in Bank of America's prime rate. Interest will be computed on the basis of a 360-day year and actual days elapsed.

**2. Place of Issuance.** The Letter of Credit may be issued by any office of Bank of America within or outside the United States.

**3. Deposit Events.** Upon the occurrence of any of the following events, Applicant shall deposit with Bank of America, on demand (except that such demand shall not be required in the event of an occurrence described in (b) below) and as cash security for Applicant's obligations to Bank of America under this Application and Agreement, an amount equal to the undrawn amount of the Letter of Credit:

(a) Applicant defaults under any provision of this Application and Agreement;

(b) Any bankruptcy or similar proceeding is commenced with respect to Applicant;

(c) Any default occurs under any other agreement involving the borrowing of money or the extension of credit under which Applicant may be obligated as borrower, installment purchaser or guarantor, if such default consists of the failure to pay any indebtedness when due or if such default permits or causes the acceleration of any indebtedness or the termination of any commitment to lend or to extend credit;

(d) Applicant or any of its affiliates defaults on any other obligation to Bank of America;

(e) In the opinion of Bank of America, any material adverse change occurs in Applicant's business, operations, financial condition or ability to perform its obligations under this Application and Agreement;

(f) Any guarantee of Applicant's obligations under this Application and Agreement terminates, is revoked or its validity is contested by the guarantor, or any of the events set forth in (b) through (e) above occur with respect to the guarantor; or

(g) Any court order, injunction or other legal process is issued restraining or seeking to restrain drawing or payment under the Letter of Credit.

**4. Charge to Accounts.** If Bank of America is unable to debit the account, if any, specified on the Application, Applicant authorizes Bank of America to charge any of Applicant's accounts with Bank of America, or any affiliate of Bank of America, for all amounts then due and payable to Bank of America under this Application and Agreement.

**5. Documentation.** (a) Unless specified to the contrary in the Application, or any amendment to the Letter of Credit, Customer agrees that Bank of America and its correspondents may receive and accept (i) as "bills of lading" any documents issued or purportedly issued by or on behalf of any carrier which acknowledges receipt of property for transportation, irrespective of the specific provisions of such documents, (ii) either insurance policies or insurance certificates as documents of insurance, (iii) the description of property contained in any invoice as sufficient and controlling against other descriptions contained in any bills of lading, insurance or other documents accepted, as long as such descriptions are not inconsistent with one another, (iv) any documents containing stamped, written, or typewritten provisions, whether or not signed and initialed, as if the same were placed with authority on the documents at the time of issuance by the carrier, other issuer, or one of their agents, (v) any Items or documents otherwise in order, issued or purportedly issued by an agent, executor, trustee in bankruptcy, receiver or other representative of the party authorized under the Letter of Credit to issue such Items or other documents, as complying with the terms of the Letter of Credit and (vi) documents which comply with the

UCP as defined in Section 9 of this Agreement or which comply with the laws, regulations, customs or usages of the place of shipment or negotiation/payment/acceptance, or both. The provisions of clause (v) above shall in no way be deemed to preclude the beneficiary of the Letter of Credit from issuing and presenting Items or documents under the terms of the Letter of Credit.

(b) In the event that some of the documents required under the Letter of Credit are forwarded directly to Applicant or any other party designated by Applicant, or Bank of America releases or consents to the release of some or all of the property shipped under the Letter of Credit prior to the presentation of the relative Item, Applicant agrees to pay Bank of America on demand the amount of any claim made against Bank of America by reason thereof and authorizes Bank of America to honor such Item when it is presented regardless of whether or not such Item or any document that may accompany it complies with the terms of the Letter of Credit. In case of Bank of America's issuance of a steamship indemnity or airway release for its account, Bank of America is authorized to retain original bills of lading for delivery to the shipping company to secure the release of Bank of America's indemnity.

(c) Subject to the provisions of this Section 5, in the event that any Item presented to Bank of America appears on its face to be inconsistent with any other Item or to be non-compliant with the terms and conditions of the Letter of Credit, Bank of America may send notice thereof to Applicant. In that event, Applicant will promptly review such notice and will notify Bank of America within seven business days of its receipt of such notice if it has any claim of non-compliance or inconsistency. If Applicant does not so notify Bank of America within such seven business day period, Applicant will conclusively be deemed to have waived such non-compliance or inconsistency.

**6. Collateral.** (a) As security for the performance of all obligations of every kind (including, but not limited to, the obligation to make payments pursuant to Section 1 hereof) owed by Applicant to Bank of America under the Letter of Credit, this Agreement, or otherwise, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due, howsoever created, arising or evidenced (the "Liabilities"), Applicant hereby assigns, pledges and grants to Bank of America a lien upon and a security interest for Bank of America's benefit in, and recognizes and admits Bank of America's unqualified right to: (i) the possession and disposal of any and all Items, all shipping documents, warehouse receipts, policies or certificates of insurance, and other documents accompanying or relative to any Items, and all Property (as defined below) covered, shipped, or stored under any Items or documents whether or not any Items, documents, or Property shall be released to Applicant, (ii) all claims which the Applicant may have against anyone else in connection with any of the foregoing including, without limitation, any guarantees, indemnities, agreements or other undertakings, policies of insurance or assurances in connection therewith, (iii) all other Property (A) which, now or hereafter, is in Bank of America's possession, control, or in transit to, or the pledge of which is at any time registered to, Bank of America or Bank of America's agent or bailee for any reason or purpose or (B) in which, now or hereafter, Bank of America may have a security interest, securing any of the Liabilities, (iv) all balances, credits, deposits, accounts or moneys, held by Bank of America, now or hereafter, which Applicant owns or in which Applicant may have an interest, and (v) all dividends, distributions and other rights in or with respect to, and substitutions for and products and proceeds of, any of the foregoing being referred to collectively as the "Collateral". In addition, Applicant agrees: (i) that Applicant shall keep all Collateral that is customarily insured against loss, damage, theft and other risks, insured in amounts and by companies satisfactory to Bank of America, and either assign the policies and certificates of insurance to Bank of America or make the loss or adjustment payable to Bank of America, and hold as Bank of America's agent in trust for Bank of America any proceeds received by Applicant under such policies and promptly deliver the same to Bank of America, (ii) that, if Bank of America at any time deems such insurance inadequate for any reason, Bank of America may procure such insurance as Bank of America deems necessary, at Applicant's expense, and (iii) to furnish to Bank of America such certificates or other evidence with respect to the foregoing as Bank of America may request. "Property" includes any rights or interests in goods, merchandise, documents, securities, funds, chooses-in-action and any and all other forms of property, whether tangible or intangible, real, personal or mixed, and proceeds thereof, which are owned by Applicant.

(b) Applicant agrees to keep the Collateral free and clear of all other interests and claims and, at any time and from time to time, upon Bank of America's request, (i) to deliver to Bank of America any of the Collateral that may then be in or may hereafter come into its possession or control, (ii) to execute and deliver to Bank of America such further security agreements, financing statements and other documents (and to pay the cost of filing or recording the same in all public offices deemed necessary by Bank of America), and to do such other acts or things required to perfect and maintain a valid security interest in the Collateral to secure the payment of the Liabilities (and any reproductions of this Agreement or of any such other security agreement or financing statement shall be sufficient for filing as a financing statement), (iii) to furnish to Bank of America information concerning its financial condition, the Collateral, and any obligors on the Collateral as Bank of America may reasonably request, and (iv) to deliver and assign to Bank of America additional Collateral (including, but not limited to, cash Collateral) of a value and condition satisfactory to Bank of America in Bank of America's sole judgment as additional security for the Liabilities if Bank of America feels insecure for any reason.

(c) Bank of America shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Bank of America takes such action as Applicant shall request in writing, but Bank of America's failure to comply with any such request shall not be a failure to exercise reasonable care. If Applicant does not make a request in writing, Bank of America's failure to preserve or protect any rights to the Collateral shall not be a failure to exercise reasonable care in the custody and preservation of the Collateral.

(d) Bank of America may, whether before or after the occurrence of any Deposit Event referred to in Section 3 hereof, at Bank of America's sole discretion and without notice to Applicant, take any or all of the following actions: (i) transfer all or any part of the Collateral into Bank of America's name or the name of Bank of America's nominee, with or without disclosing that such Collateral is subject to the security interest under this Agreement, (ii) notify any obligors of any of the Collateral to make payment to Bank of America of any amounts due or to become due, (iii) enforce collection of any of the Collateral by suit or otherwise, or surrender, release or exchange all or any part of the Collateral, (iv) take control of any proceeds (including insurance proceeds) of any of the Collateral, and (v) extend or renew any obligation of any obligor to the Collateral, or grant releases, compromises or indulgences for any obligation of any obligor to the Collateral.

The security interest granted by this Section shall continue until such time as all Liabilities have been paid in full and discharged.

**7. Risks.** Applicant agrees that any action or omission by Bank of America under or in connection with the Letter of Credit or any Items, documents or Property shall, unless in breach of good faith, be binding on Applicant and shall not put Bank of America under any resulting liability to Applicant; and Applicant will indemnify Bank of America and hold Bank of America harmless from and against each and every claim, demand, liability, loss, cost or expense (including, but not limited to, reasonable attorneys' fees and allocated costs of in-house counsel, and legal costs) to which Bank of America may be subjected or which Bank of America may incur by reason of any such action or omission, or by reason of any action taken pursuant to this Application and Agreement, unless in breach of good faith. In no event shall Bank of America be liable for incidental, consequential or special damages.

**8. Exculpation.** In addition to the exculpatory provisions contained in the UCP, Bank of America or Bank of America's correspondents shall not be responsible for and Applicant's obligation to reimburse Bank of America shall not be affected by: (a) the time, place, manner, or order in which shipment is made, or partial or incomplete shipment or insurance of any property or any risk connected with insurance, delay in arrival or failure to arrive of any property or any relative documents, delay in giving or failure to give notice of arrival of goods or any other notice, (b) compliance with any laws, customs or regulations in effect in countries of negotiation or payment of the Letter of Credit, (c) failure of any Item to refer adequately to the Letter of Credit, or failure of documents to accompany any Item at negotiation/ payment/acceptance, or failure of any person to note the amount of any Item on the reverse of the Letter of Credit or to surrender or to take up the Letter of Credit or to forward required documents with Items, each of which provisions, if contained in the Letter of Credit itself, it is agreed may be waived by Bank of America, (d) any irregularity in connection with shipment, including any default, oversight or fraud by the shipper and/or any others in connection with the Property or documents or the shipment, non-shipment or transmittal thereof, (e) any refusal by Bank of America to honor Items because of an applicable law, regulation or ruling of any governmental agency whether valid or invalid, or now or hereafter in effect, (f) acts or the failure to act of Bank of America's agents or correspondents including, but not limited to, their failure to pay Items because of any law,

decree, regulation, ruling, or interpretation of any governmental agency (domestic or foreign), or (g) the identity of any transferee of the Letter of Credit or the sufficiency of the transfer if the Letter of Credit is transferable.

**9. Indemnities.**

(a) Applicant will indemnify and hold Bank of America (such term to include for purposes of this Section 9 affiliates of Bank of America and its affiliates' officers, directors, employees and agents) harmless from and against (i) all loss, claim, expense or damage arising out of the issuance by Bank of America, or any other action taken by any such indemnified party in connection with the Letter of Credit including any loss or damage arising in whole or in part from the negligence of the party seeking indemnification, but excluding any loss or damage resulting from the gross negligence or willful misconduct of the party seeking indemnification, and (ii) all costs and expenses (including reasonable attorneys' fees and allocated costs of in-house counsel and legal expenses) of all claims or legal proceedings arising out of the issuance by Bank of America of the Letter of Credit or incident to the collection of amounts owed by Applicant hereunder or the enforcement of the rights of Bank of America hereunder, including, without limitation, legal proceedings related to any court order, injunction, or other process or decree restraining or seeking to restrain Bank of America from paying any amount under the Letter of Credit. Additionally, Applicant will indemnify and hold Bank of America harmless from and against all claims, losses, damages, suits, costs or expenses (including reasonable attorneys' fees and allocated costs of in-house counsel, and legal expenses) arising out of (i) Bank of America's acceptance of telecommunication instructions in connection with the Letter of Credit, including but not limited to, telephonic instructions in connection with any waiver of discrepancies, or (ii) Applicant's failure to timely procure licenses or comply with applicable laws, regulations or rules, or any other conduct or failure of Applicant relating to or affecting the Letter of Credit.

(b) If any award, judgment or order is given or made for the payment of any amount due under this Application and Agreement and such award, judgment or order is expressed in a currency other than the currency required under this Application and Agreement, Applicant shall indemnify Bank of America against and hold Bank of America harmless from all loss and damage incurred by Bank of America as a result of any variation in rates of exchange between the date of such award, judgment or order and the date of payment (or, in the case of partial payments, the date of each partial payment thereof) in the required currency.

(c) Each of these indemnities shall constitute an obligation separate and independent from the other obligations contained in this Application and Agreement, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by Bank of America from time to time, and shall continue in full force and effect notwithstanding any award, judgment or order for a liquidated sum in respect of an amount due under this Application and Agreement.

**10. Governing Law and Rules.** The Letter of Credit will be subject to, and performance under the Letter of Credit by Bank of America, its correspondents, and the beneficiary will be governed by, the terms of the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication No. 500, or such later revision as may be adopted by the International Chamber of Commerce and be in effect on the date the Letter of Credit is issued ("UCP"). The Letter of Credit and this Application and Agreement shall be governed by and construed under the laws of the state in the United States where Bank of America issues the Letter of Credit, without reference to that state's provisions regarding conflicts of laws, to the jurisdiction of which the parties hereto submit. If the Letter of Credit is not issued in any state, the law of the State of California will govern.

**11. Applicant Status.** The word "Applicant" in this Application and Agreement refers to each signer (other than Bank of America) of this Application and Agreement. If this Application and Agreement is signed by more than one Applicant, their obligations under this Application and Agreement shall be joint and several. If there is more than one Applicant, the Letter of Credit will be issued in the name of the Account party listed on the Application, or if no such party is listed, the first Applicant named on the Application (the "Designated Party"). Applicant further agrees that the Designated Party shall have the exclusive right to issue all instructions relating to the Letter of Credit including (without limitation) instructions as to the disposition of documents and any unutilized funds, waiver of discrepancies, and to agree with the Bank upon any amendments, modifications, extensions, renewals, or increases in the Letter of Credit or the further financing or refinancing of any transaction effected thereunder, irrespective of whether the same may now or hereafter affect its rights or those of its legal representatives, heirs, successors or assigns. The Designated Party shall have specimen signatures on file with the Bank and the Bank may give any notices to the Designated Party without notice to any other person listed as an Applicant on the Application.

**12. Representations and Warranties.**

(a) Applicant represents and warrants to Bank of America that it has the authority to enter into this Application and Agreement and that such agreement will not violate or conflict with any of the provisions of its constituent documents or any other agreement or undertaking to which it is a party or to which it is bound.

(b) Applicant represents and warrants to Bank of America that Applicant has obtained all licenses and other governmental approvals required for the import, export, shipping, storage of, financing of or payment for goods and the documents described in the Letter of Credit. Applicant also represents and warrants to Bank of America that it has paid all applicable levies, duties or other taxes imposed in connection with the Letter of Credit (other than net income taxes payable by the Bank). Without limiting the generality of the foregoing, Applicant further expressly represents and warrants to Bank of America that the transactions underlying the Letter

of Credit are not prohibited under the Foreign Assets Control Regulations of the United States Treasury Department and any importation covered by the Letter of Credit conforms in every respect with all existing applicable U.S. and state laws.

**13. Miscellaneous.**

(a) No delay, extension of time, renewal, compromise or other indulgence which may occur or be granted by Bank of America shall impair the rights and powers of Bank of America hereunder. Bank of America shall not be deemed to have waived any of its rights hereunder, unless Bank of America shall have signed such waiver in writing.

(b) Any notice from Bank of America to Applicant shall be sent to the address of Applicant set forth on the Application and shall be effective upon receipt by Applicant. Any notice from Applicant to Bank of America shall be sent to the address of Bank of America specified by Bank of America to Applicant and shall be effective upon receipt by Bank of America.

(c) Each provision of this Application and Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Application and Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Application and Agreement.

(d) Any and all payments made to Bank of America hereunder shall be made free and clear of and without deduction for any present or future taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto, excluding income or franchise taxes imposed by the United States and any political subdivisions thereof (such nonexcluded taxes being herein called "Taxes"). If Applicant shall be required by law to deduct any Taxes from or in respect of any sum payable hereunder, (i) the sum payable shall be increased as may be necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 13(d)), Bank of America shall receive an amount equal to the sum Bank of America would have received had no such deductions been made, (ii) Applicant shall make such deductions, and (iii) Applicant shall pay the full amount deducted to the relevant authority in accordance with applicable law. Applicant will indemnify Bank of America for the full amount of Taxes (including, without limitation, any Taxes imposed by any jurisdiction on amounts payable under this Section 13(d)) paid by Bank of America and any liability (including penalties, interest and expenses) arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally asserted. This indemnification shall be made within 30 days from the date Bank of America makes written demand therefor. Within 30 days after the date of any payment of Taxes, Applicant will furnish to Bank of America the original or a certified copy of a receipt evidencing payment thereof.

(e) This Application and Agreement shall be binding upon Applicant, its successors and assigns, and shall insure to the benefit of Bank of America, its successors, transferees and assigns; provided that any assignment by Applicant of any of its rights or obligations under this Application and Agreement without the prior written consent of Bank of America shall be void.

(f) If the Applicant requests Bank of America to increase the amount of the Letter of Credit, extend or renew the Letter of Credit, otherwise modify the terms of the Letter of Credit, or finance or refinance any transaction effected under the Letter of Credit, Applicant agrees that this Agreement shall continue to bind it with respect to any action taken by Bank of America or any of Bank of America's correspondents in accordance with such increase, extension, renewal or other modification and as to any transaction so financed or refinanced.

(g) Applicant understands that the final form of the Letter of Credit may vary from the wording specified in the Application, and Applicant authorizes Bank of America to make such changes, not materially inconsistent with the Application, which Bank of America deems necessary or appropriate. Applicant agrees that Bank may in its sole discretion request any entity, including any banking center or office of Bank of America located in a country different than the location where the Letter of Credit was issued, to act as advising bank with regard to the Letter of Credit and any Items.

(h) Applicant shall pay Bank of America for reasonable attorneys' fees and allocated costs of in-house counsel, and legal costs paid or incurred by Bank of America in connection with this Agreement or the Letter of Credit (including, without limitation, the defense by Bank of America of any proceeding initiated by the Applicant to enjoin or restrain any drawing, payment or negotiation of the Letter of Credit by Bank of America, even if the Applicant is awarded such relief, provided only that Bank of America has acted in good faith in defending such action).

(i) In the event of any change or modification, with the consent of Applicant, which consent may be given by any means of submission acceptable to Bank of America, including, without limitation, computer, facsimile, telephone or telex, relative to the Letter of Credit or any instrument called for hereunder, including any waiver made or in good faith believed by Bank of America to have been made by Applicant of any term hereof or the noncompliance of any such instruments with the terms of the Letter of Credit, this Application and Agreement shall be binding upon Applicant with regard to the Letter of Credit as so changed or modified, and to any action taken by Bank of America or any of its correspondents relative thereto. No term or provision of this Application and Agreement can be changed orally, but only in a writing and signed by Applicant and Bank of America.

(j) Bank of America assumes no liability or responsibility for the consequences arising out of delay and/or loss in transit of any message, letter or documentation, or for delay, mutilation or other error arising in the transmission of any teletransmission.

(k) If Applicant includes in the Application any language describing events or conditions that would not be possible for Bank of America to verify solely from the documents required to be presented under the Letter of Credit, Applicant acknowledges and agrees that Bank of America has no obligation to verify compliance with such requirements.

**NOTICE OF FINAL AGREEMENT. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

<b>APPLICANT</b>		
Name of Company or Individual _____		
By, Authorized by (signature) _____		
Title _____		
Telephone (        ) _____		Fax (        ) _____
<b>FOR OFFICE USE ONLY</b>		
<input type="checkbox"/> Trade Operations _____		Mail Code# _____
<b>COMMISSION</b>	<input type="checkbox"/> Per Standard Fee Schedule	<input type="checkbox"/> Other _____
	<input type="checkbox"/> Charge Directly	<input type="checkbox"/> Charge Banking Center
	<input type="checkbox"/> Commissions and Charges only	<input type="checkbox"/> Drawings, Commissions and Charges
APPLICANT'S DDA ACCOUNT NUMBER:	T/R #	
REFERRING OFFICER (PRINTED NAME)	PHONE NUMBER	
REFERRING OFFICER NUMBER	REFERRING OFFICER BANK NUMBER	REFERRING OFFICER COST CENTER NUMBER
REFERRING OFFICER SOCIAL SECURITY NUMBER		
APPROVING OFFICER (PRINTED NAME)	PHONE NUMBER	
APPROVING OFFICER NUMBER	APPROVING OFFICER BANK NUMBER	APPROVING OFFICER COST CENTER NUMBER
APPROVING OFFICER SOCIAL SECURITY NUMBER	APPROVING OFFICER SIGNATURE	
APPROVING OFFICER INTEROFFICE ADDRESS		