

APPLICATION FOR COMMERCIAL LETTER OF CREDIT

We request you to establish an irrevocable Letter of Credit on the following terms and conditions:

(1) ADVISING BANK _____		SWIFT _____	
(2) APPLICANT'S NAME AND ADDRESS _____		(3) BENEFICIARY'S NAME AND ADDRESS _____	
(4) AMOUNT USD _____	(5) TOLERANCE, if any (+/-) _____ / _____ %	(6) EXPIRY DATE _____	(6) EXPIRY PLACE <input type="checkbox"/> HANMI BANK <input type="checkbox"/> OTHER _____
(7) <input type="checkbox"/> L/C is TRANSFERABLE at Advising Bank			
(8) TENOR: <input type="checkbox"/> at sight <input type="checkbox"/> usance _____ days			
(9) TRANSPORT DOCUMENT TYPE: <input type="checkbox"/> Ocean B/L (Bill of Lading) <input type="checkbox"/> Air Waybill <input type="checkbox"/> Railroad / Truck Bill of Lading <input type="checkbox"/> Other _____			
(10a) CONSIGNEE: OCEAN SHIPMENT : <input type="checkbox"/> To the order of Hanmi Bank <input type="checkbox"/> To the order of shipper, blank endorsed <input type="checkbox"/> Other _____ AIR & OTHER SHIPMENT: <input type="checkbox"/> Consigned to Hanmi Bank <input type="checkbox"/> Consigned to _____			
(10b) FREIGHT CHARGES: <input type="checkbox"/> PREPAID <input type="checkbox"/> COLLECT <input type="checkbox"/> Insurance will be covered by Applicant, and I/we agree to furnish upon request, such policy or certificate.			
(10c) NOTIFY PARTY: <input type="checkbox"/> Applicant <input type="checkbox"/> Other: _____			
(11) INSURANCE POLICY or CERTIFICATE: <input type="checkbox"/> Full set of Insurance Policy or Certificate, blank endorsed for 110% of the invoice value, stipulating that claims are payable in the currency of the draft and also indicating a claim settling agent in U.S.A. Insurance must include Institute Cargo Clauses covering (All Risks) institute war clause and institute SRCC clause.			
(12) COMMERCIAL INVOICE: <input type="checkbox"/> Signed Commercial Invoice in _____ Original and _____ Copies <input type="checkbox"/> Must contain shipper's signed certification that goods are in accordance with P.O. # _____ and/or Proforma Invoice # _____			
(13) <input type="checkbox"/> Packing List in _____ Original and _____ Copies			
(14) <input type="checkbox"/> Certificate of Origin _____ Original and _____ Copies			
(15) <input type="checkbox"/> Inspection Certificate _____ Original and _____ Copies			
(16) <input type="checkbox"/> Other Document(s): _____			
(17) COVERING (Description of Goods) : ATTACH ADDITIONAL PAGE(S), IF NECESSARY _____			
(18) Shipping Terms: <input type="checkbox"/> EXW <input type="checkbox"/> FCA <input type="checkbox"/> CPT <input type="checkbox"/> CIP <input type="checkbox"/> DAT <input type="checkbox"/> DAP <input type="checkbox"/> DDP (Incoterms 2010) <input type="checkbox"/> FAS <input type="checkbox"/> FOB <input type="checkbox"/> FOB Plus Insurance <input type="checkbox"/> CFR <input type="checkbox"/> CIF			
(19) Place of Taking in Charge/Receipt: _____		(20) Port of Loading: _____	
(21) Port of Discharge: _____		(22) Final Destination: _____	
(23) Latest Shipment Date: _____	(24) Partial Shipment : <input type="checkbox"/> Allowed <input type="checkbox"/> Prohibited	(25) Transshipment : <input type="checkbox"/> Allowed <input type="checkbox"/> Prohibited	
(26) Presentation Period: Documents must be presented within _____ days after the shipment date but within the validity of the credit.			
(27) Banking Charges: All banking charges other than those of issuing bank are for account of <input type="checkbox"/> Beneficiary <input type="checkbox"/> Applicant			
(28) Other Special Conditions : _____			
FOR BANK USE ONLY		Except so far as otherwise expressly stated, this Documentary Credit is subject to the "Uniform Customs and Practice for Documentary Credits", published by the International Chamber of Commerce, in effect as of the date hereof. The opening on this credit is subject to terms and conditions as set forth in the Security Agreement (Commercial Letter of Credit) to which I/we agree. I/We further agree that the credit as issued shall include such revisions and changes of the language set forth above as you deem necessary.	
Port # _____			
Exception(s), if any _____			
Approved By _____			
Applicant's Name/Company : _____		Date _____	
Authorized Signature: X _____		/ /	
Title : _____		Tel : _____	

LETTER OF CREDIT AGREEMENT

IN CONSIDERATION OF HANMI BANK (“Bank”) issuing the letter of credit (“Letter of Credit”) for the account of the undersigned (“Applicant”) in the amount and on terms set forth in the Letter of Credit Application (“Application”) to which this agreement (“Agreement”) is attached, and in favor of the party named as beneficiary in the Application (“Beneficiary”), Applicant hereby agrees as follows:

1. APPLICANT PAYMENT OBLIGATIONS

1.1 Applicant shall pay Bank all amounts paid by Bank or its agent, or any party on Bank’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. Regardless of the expiration date of the Letter of Credit, Applicant shall remain liable hereunder until Bank has no liability to any person, firm, corporation or other entity which is entitled to draw or demand payment under the Letter of Credit.

1.2 On each fee payment date, so long as any undrawn amount of the Letter of Credit remains available, Applicant shall pay Bank a Letter of Credit fee. The fee payment date(s) shall be the date(s) as Applicant and Bank may agree, or in the absence of such agreement, the fee payment date shall be the date on which the Bank issues the Letter of Credit. The fee shall be at such rate per annum as Applicant and Bank may agree or, in the absence of such agreement, at the rate customarily charged by Bank at the time such fee is payable, based upon Applicant’s creditworthiness, as determined by Bank 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 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.

1.3 Applicant shall pay Bank, 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 may agree or, in the absence of such agreement, in the amounts customarily charged by Bank on the date of Bank’s demand.

1.4 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 may designate from time to time. Bank shall have no obligation to pay Applicant interest on any such payment, prepayment or deposit made by Applicant under this Application and Agreement.

1.5 If the amount drawn under the Letter of Credit is in non-United States currency (“foreign currency”), Applicant shall pay the United States dollar equivalent of the amount computed at

Bank’s selling rate, as of the date of Applicant’s payment, for cable transfers of such foreign currency to the place of payment; provided, further that, if for any reason, Bank has no selling rate for cable transfers of that currency to such place on the payment date, Applicant shall pay Bank an amount in United States currency equivalent to Bank’s actual cost of settlement of its obligation. 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, 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’s latest demand.

1.6 Applicant shall reimburse or compensate Bank, on demand, for all costs incurred, losses suffered and payments made by Bank which are applied or allocated by Bank to the Letter of Credit (as determined by Bank) 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.

1.7 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 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 based on various factors, including Bank’s costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some credits. Bank may price credit at, above or below the prime rate. Any change in Bank’s prime rate shall take effect at the opening of business on the day specified in Bank’s public announcement of a change in Bank’s prime rate. Interest will be computed on the basis of a 360-day year and actual days elapsed.

2. DOCUMENTATION.

2.1 Unless specified to the contrary in the Application, or any amendment to the Letter of Credit, Customer agrees that Bank 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 7 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.

2.2 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 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 on demand the amount of any claim made against Bank by reason thereof and authorizes Bank 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's issuance of a steamship indemnity or airway release for its account, Bank is authorized to retain original bills of lading for delivery to the shipping company to secure the release of Bank's indemnity.

2.3 Subject to the provisions of this Section 2, in the event that any Item presented to Bank 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 may send notice thereof to Applicant. In that event, Applicant will promptly review such notice and will notify Bank within seven (7) 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 within such seven (7) business day period, Applicant will conclusively be deemed to have waived such non-compliance or inconsistency.

3. COLLATERAL

3.1 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 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 a lien upon and a security interest for Bank's benefit in, and recognizes and admits Bank'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's possession, control, or in transit to, or the pledge of which is at any time registered to, Bank or Bank's agent or bailee for any reason or purpose or (B)

in which, now or hereafter, Bank may have a security interest, securing any of the Liabilities, (iv) all balances, credits, deposits, accounts or moneys, held by Bank, 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, and either assign the policies and certificates of insurance to Bank or make the loss or adjustment payable to Bank, and hold as Bank's agent in trust for Bank any proceeds received by Applicant under such policies and promptly deliver the same to Bank, (ii) that, if Bank at any time deems such insurance inadequate for any reason, Bank may procure such insurance as Bank deems necessary, at Applicant's expense, and (iii) to furnish to Bank such certificates or other evidence with respect to the foregoing as Bank may request. "Property" includes any rights or interests in goods, merchandise, documents, securities, funds, choses-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.

3.2 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's request, (i) to deliver to Bank 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 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), 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 information concerning its financial condition, the Collateral, and any obligors on the Collateral as Bank may reasonably request, and (iv) to deliver and assign to Bank additional Collateral (including, but not limited to, cash Collateral) of a value and condition satisfactory to Bank in Bank's sole judgment as additional security for the Liabilities if Bank feels insecure for any reason.

3.3 Bank shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Bank takes such action as Applicant shall request in writing, but Bank'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'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.

3.4 Bank may, whether before or after the occurrence of any Event of Deposit referred to in Section 4 hereof, at Bank'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's name or the name of Bank'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 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.

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

4. EVENT OF DEPOSIT.

4.1 Upon the occurrence of any of the following events, Applicant shall deposit with Bank, on demand (except that such demand shall not be required in the event of an occurrence described in 4.1.2 below) and as cash security for Applicant's obligations to Bank under this Application and Agreement, an amount equal to the undrawn amount of the Letter of Credit:

4.1.1 Applicant defaults under any provision of this Application and Agreement;

4.1.2 Any bankruptcy or similar proceeding is commenced with respect to Applicant;

4.1.3 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;

4.1.4 Applicant or any of its affiliates defaults on any other obligation to Bank;

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

4.1.6 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 4.1.2 through 4.1.5 above occur with respect to the guarantor; or

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

5. REPRESENTATIONS AND WARRANTIES OF APPLICANT.

5.1 Authority. Applicant has all requisite power and authority to enter into this Agreement and, if applicable, to grant to Bank a security interest in the collateral that secures Applicant's obligations hereunder.

5.2 Compliance With Laws. The transaction(s)

contemplated by the Letter of Credit comply in all respects with all applicable domestic and foreign laws, rules and regulations.

5.3 Binding Obligation. This Agreement constitutes a legally valid and binding obligation of Applicant, enforceable against Applicant in accordance with its terms, except as limited by applicable bankruptcy, insolvency, or reorganization or similar laws affecting the enforcement of creditors' rights generally.

5.4 No Action or Proceeding. There is no action or proceeding pending by or against Applicant or any guarantor of Applicant before any court or administrative agency, and Applicant has no knowledge of any pending, threatened or imminent litigation, governmental investigation or claim, complaint, action or prosecution involving Applicant, or any guarantor of applicant, in which the amount in controversy exceeds Twenty-Five Thousand Dollars (\$25,000.00), except as heretofore disclosed in writing to Bank. If any of the foregoing arises during the term of this Agreement, Applicant shall immediately notify Bank in writing.

6. WAIVERS

6.1 Exculpation. In addition to the exculpatory provisions contained in the UCP, Bank or Bank's correspondents shall not be responsible for and Applicant's obligation to reimburse Bank shall not be affected by: (i) 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, (ii) compliance with any laws, customs or regulations in effect in countries of negotiation or payment of the Letter of Credit, (iii) 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, (iv) 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, (v) any refusal by Bank 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, (vi) acts or the failure to act of Bank'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 (vii) the identity of any transferee of the Letter of Credit or the sufficiency of the transfer if the Letter of Credit is transferable.

6.2 Notice of Acceptance. Applicant hereby waives any notice of acceptance by Bank of this Agreement.

6.3 Notice, Presentation, Demand and Protest. Applicant hereby waives any right to notice, presentation, demand of payment or protest,

6.4 Risks. Applicant agrees that any action or omission by Bank 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 under any resulting liability to Applicant; and Applicant will indemnify Bank and hold Bank 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 may be subjected or which Bank 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 be liable for incidental, consequential or special damages.

7. INDEMNITIES.

7.1 Applicant will indemnify and hold Bank (such term to include for purposes of this Section 7 affiliates of Bank 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, 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 the Letter of Credit or incident to the collection of amounts owed by Applicant hereunder or the enforcement of the rights of Bank hereunder, including, without limitation, legal proceedings related to any court order, injunction, or other process or decree restraining or seeking to restrain Bank from paying any amount under the Letter of Credit. Additionally, Applicant will indemnify and hold Bank 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'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.

7.2 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 against and hold Bank harmless from all loss and damage incurred by Bank 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.

7.3 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 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.

8. GENERAL PROVISIONS

8.1 Time of the Essence. Time is hereby declared to be of the essence of this Agreement and of every part hereof.

8.2 Notices. Except as otherwise provided herein, any notice or other communication required or permitted to be given under this Agreement in writing shall be personally served by messenger, or sent by a reputable, commercial overnight delivery service (such as Federal Express), or by certified mail, return receipt requested, and shall be deemed given on the date actually received if served by messenger, or on the next business day after deposit with an reputable, commercial overnight delivery service, or on the date of receipt as shown on the receipt if sent by certified mail. Applicant or Bank may change its address for giving notices or demands hereunder by written notice of such change to the other party in accordance with the provisions hereof. Applicant shall promptly notify Bank of any change of its principal place of business or mailing address in the manner prescribed by this Section.

8.3 Bank Assumes No Liability for Delay. Bank 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.

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

8.5 Entire Agreement; Amendment. This Agreement and any agreements, instruments and documents referred to herein constitute the entire agreement between Bank and Applicant regarding the subject matter hereof, and all prior and/or contemporaneous communications, verbal or written, between Bank and Applicant regarding the subject matter hereof shall be of no further effect or evidentiary value. No course of prior dealing between the parties hereto, no usage of trade, and no parole or extrinsic evidence of any nature shall be used to supplement or modify any term or condition of this Agreement. This Agreement can be amended only by a written agreement executed by duly authorized representatives of Bank and Applicant.

8.6 Definitions. Terms used in this Agreement, if not defined herein, shall have the meaning given or defined in the provisions of the California Uniform Commercial Code, as it may be amended, modified or replaced from time to time ("UCC"). If a term is not defined herein or by the UCC, then such term shall be construed in a manner that is consistent with the general intent of this Agreement and with the general practices of the banking industry in California.

8.7 Construction of Agreement. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Bank or Applicant, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used to fairly accomplish the purposes and intentions of the parties hereto.

8.8 Severability. Each provision of this Agreement shall be severable from every other provision of this Agreement for determining the legal enforceability of any specific provision.

8.9 Headings. All section headings and section numbers have been set forth herein for convenience of reference only, and shall not limit or affect the meaning or interpretation of any section hereof.

8.10 Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties.

8.11 Governing Law. This Agreement and all other agreements and instruments required by Bank in connection herewith shall be governed by and construed in accordance with the laws of the State of California. Notwithstanding the foregoing to the contrary, Applicant acknowledges and agrees that the terms of the Letter of Credit and the rights and duties of the parties shall be governed by the Uniform Customs and Practice for Documentary Credits most recently published by the International Chamber of Commerce (UCP 600).

8.12 Jurisdiction; Waiver of Jury Trial. Applicant submits to the jurisdiction of the State and Federal Courts located in Los Angeles, California, which shall be the only forum for any disputes arising out of or in connection with this Agreement. Service of process in any legal proceeding may be made upon Applicant by mailing a copy of the summons to the address set forth in the Application or at Applicant's last address appearing in Bank's records. **APPLICANT WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LEGAL ACTION OR PROCEEDING IN WHICH BANK AND APPLICANT ARE PARTIES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ANY INSTRUCTION OR THE LETTER OF CREDIT.**

8.13 Attorneys' Fees. In the event any party to this Agreement shall be required to commence any action or proceeding against any other party by reason of any breach or claimed breach of any provision of this Agreement, to commence any action in any way connected with this Agreement, or to seek a judicial declaration of rights under this Agreement, the party prevailing in such action or proceeding shall be entitled to recover from the other party, or parties, the prevailing party's reasonable attorneys' fees and costs including, without limitation, all witness fees and associated expenses, including matters on appeal whether or not the proceeding or action proceeds to judgment.

8.14 Continuing Agreement. This Agreement is a continuing agreement and may not be terminated by Applicant

except upon (i) payment of all obligations to Bank and (ii) the expiration or cancellation of the Letter of Credit.

THE UNDERSIGNED HEREBY AGREES TO ALL THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT, ALL OF WHICH HAVE BEEN READ AND UNDERSTOOD BY THE UNDERSIGNED.

DATE: _____

APPLICANT:

By _____

Name _____

Title _____