

**Request for Consent to Assignment
of Proceeds under the below
referenced
Commercial Letter of Credit**



Date: _____

Reference: _____
(Issuing Bank's Letter of Credit Number)

To: JPMorgan Chase Bank, N.A. and/or its
subsidiaries and/or affiliates

(Advising Bank's Reference Number, if applicable)

We, the undersigned, as beneficiary (hereinafter referred to as "Beneficiary") of the above referenced letter of credit (hereinafter referred to as "Credit"), hereby irrevocably assign the proceeds of our drawing(s) payable to our order (hereinafter referred to as "Assignment") and request your consent to pay under the Credit to the Assignee of Proceeds named below (hereinafter referred to as "Assignee"). We hereby instruct you to pay the proceeds of our drawing(s) presented to you, when, as and if honored by you, or when, as and if you have received funds from the Issuing Bank, as applicable, as follows:

Print Exact Name of Assignee: _____

Print Address of Assignee: _____

Print City/State/Zip/Country: _____

Print Contact Name: _____

Telephone Number: _____

Fax Number: _____

Print Name of Assignee's Bank: _____

Print Assignee's Bank Address: _____

Assignee's Bank ABA number: _____

Assignee's account number: _____

Check only one (If not in US dollars, indicate currency type here: _____):

The sum of \$ _____ in the aggregate of the drawing(s) under the Credit until such sum has been paid.

_____% of the amount of each drawing(s) under the Credit, but not exceeding the sum of \$ _____ in the aggregate.

At the rate of \$ _____ per _____, (unit(s), weight, or other measure to be evidenced in the documents presented under the Credit), not exceeding \$ _____ in the aggregate.

In the event that more than one Assignment has or will be made under the Credit, and unless otherwise stated below, we authorize you to remit proceeds to the Assignees in the order in which you have consented to Assignments under the Credit. In the event that partial drawings or partial shipments take place under the Credit, and unless otherwise stated below, we authorize you to remit proceeds to the Assignee(s) for up to the full amount of the Assignment(s) and only thereafter to remit the balance of the proceeds, if any, to us.

The Assignee(s) are to be paid based on the sequence number hereby assigned: _____

Please advise the Assignee of your consent to the Assignment, and, in consideration thereof, we agree that this Assignment is irrevocable and cannot be cancelled or amended without the agreement of the Assignee and you.

We transmit to you herewith the original Credit (including all amendments, if any, indicating our acceptance or rejection of each) and request you to endorse thereon the foregoing Assignment and dispose of the Credit in accordance with the following method.

Check only one:

- Return it to us.
- Retain it in your files.
- Deliver it to: _____

(Print Full Name, Street Address, City, State & Zip)

This Assignment, and your consent thereto, is not a transfer or assignment of the Credit, does not give the Assignee any interest in the Credit or in any documents presented by us under the Credit, does not give any drawing rights to the Assignee, and does not affect our or your right to agree to or refuse to agree to amendments to the Credit, or to the cancellation of the Credit, or to any substitution therefor. You are nonetheless authorized, but not obligated, to notify the Assignee if the Credit expires or is cancelled or is amended in such a manner as to affect the Assignee's ability to receive proceeds, if, in your sole judgement, you decide to do so.

This Assignment shall be valid for the same period, and extended by the same extensions, as the Credit, and shall apply to all future drawings under the Credit. We represent and warrant to you that: (i) we have not and will not, without your prior written consent, present documents under the Credit to anyone but you; (ii) other than as set forth in any other assignments consented to by you under the Credit, we have not and will not by transfer or assignment of the Credit or by negotiation of draft(s) or by drawing drafts to a third party or otherwise assign the right to receive the whole or any part of the above proceeds of the Credit, or give any other authorization or direction to make payment under the Credit to any other party; (iii) our execution, delivery, and performance of this Assignment (a) are within our powers (b) have been duly authorized (c) constitute our legal, valid, binding and enforceable obligation (d) do not contravene any charter provision, by-law, resolution, contract, or other undertaking binding on or affecting us or any of our properties and (e) do not require any notice, filing or other action to, with, or by any governmental authority; and (iv) the transactions underlying the Credit (including any shipment of goods or provision of services and any related financial arrangements) and this Assignment do not violate any applicable United States or other law, rule or regulation.

We understand that you shall incur no obligation hereunder, and that the assignment reflected or embodied herein shall not be effective against you until you have expressly accepted this notice by notice to the Assignee(s) as provided below; provided, however, that in no event shall you be responsible or liable for the effectiveness, validity, enforceability or legality of the assignment for any reason whatsoever, including, but not limited to, by reason of any other agreement or by reason of any law, statutory or otherwise (including, but not limited to, Articles 5 and 9 of the Uniform Commercial Code and Title 11 of the United States Code, 11 U.S.C. Section 101 et seq.).

We represent and warrant to you that the Assignee(s) shall have no right against you for your refusal to make payment against any drawing presented under the Credit and that the Assignee(s) shall be bound by such decision. We agree to return to you, promptly upon the earlier of your request or our awareness of such payment, any funds paid to us by you under the Credit, which under the terms of the Assignment, as consented to by you hereunder, should be paid to the Assignee. We further agree to indemnify and hold harmless you and each of your directors, officers and employees (each an "Indemnitee" and collectively, "Indemnitees") from and against any losses, damages, liabilities, claims, costs and expenses (including reasonable attorneys' fees) to which any Indemnitee may be subject or which any Indemnitee may incur, directly or indirectly, arising out of or relating to (i) this assignment, (ii) the effectiveness, validity, enforceability or legality of this assignment, including, but not limited to, by reason of any other agreement or any law, statutory or otherwise (including but not limited to, Articles 5 and 9 of the Uniform Commercial Code and Title 11 of the United States Code, 11 U.S.C. Section 101 et seq.), (iii) any claim asserted against you by the Assignee(s), including without limitation, for any refusal of or delay in payment, (iv) our failure to remit to you, upon demand, funds (a) paid to us despite this assignment or (b) owed to you pursuant to this warranty and indemnity, (v) the failure by the Assignee(s) to repay to you upon demand amounts which you would have a right to recover from us had this assignment not been made and the payment made to us and/or (vi) any breach by us of the terms hereof.

We agree to pay you on demand any expense or cost you may incur in connection with the assignment of proceeds. Receipt of such shall not constitute consent by you to effect the assignment of proceeds. No portion of the Credit or any amendment thereto may be reassigned.

Payment of assignment of proceeds fee calculated at the greater of 1/4 of 1% of the amount of the assignment of proceeds or USD 125.00.

- Debit our DDA with JPMorgan Chase Bank, N.A. Account No. _____.
- Cashier check enclosed for \$ _____.
- Remitting by Fed Funds to JPMorgan Chase Bank, N.A., New York ABA No. 021000021 for Account No. 324331754 under JPMorgan Chase Bank, N.A. Reference No. _____.

WE WAIVE ANY RIGHT TO TRIAL BY JURY THAT WE MAY HAVE IN ANY ACTION OR PROCEEDING RELATING TO OR ARISING OUT OF THIS ASSIGNMENT.

This Request is made subject to the same version of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication as stipulated in the Credit (and the UCP 500 if not so stipulated) and is subject to and shall be governed by the laws of the State of New York, without regard to principles of conflict of laws. The undersigned submits to the nonexclusive jurisdiction of any state or federal court located in the Borough of Manhattan, City of New York, New York, for itself and its property and agrees that any such court shall be a proper forum for any action or suit brought by you.

Sincerely yours,

(Print Name of Beneficiary)

(Print Authorized Signers Name and Title)

(Authorized Signature)

(Print Second Authorized Signers Name and Title, if required)

(Second Authorized Signature, if required)

(Telephone Number/Fax Number)

SIGNATURE GUARANTEED
Signature(s) with title(s) conform(s) with that/those on file with us for this individual, entity or company and signer(s) is/are authorized to execute this agreement. We attest that the individual, company or entity has been identified by us in compliance with USA PATRIOT Act procedures of our bank.
_____ (Print Name of Bank)
_____ (Address of Bank)
_____ (City, State, Zip Code)
_____ (Print Name and Title of Authorized Signer)
_____ (Authorized Signature)
_____ (Telephone Number)
_____ (Date)

JPMorgan Chase Bank, N.A. consents to the foregoing Assignment on _____
(Date of Consent)

When, as, and if drawings under the Credit are honored by us or when, as and if funds are received from the issuing or paying bank, we undertake to comply with the foregoing instructions, subject to prior assignments, if any. Nonetheless, we retain against Assignee paid hereunder all rights of recoupment we would have against the Beneficiary had payment been made thereto, including, but not limited to, our rights to our fees pertaining to the Credit, and we may, without notice to the Assignee, incur obligations (in addition to those incurred under this request) that we may set off against assigned proceeds.

JPMorgan Chase Bank, N.A.

(Authorized Signature/Title)