

**ASSIGNMENT OF PROCEEDS REQUEST FORM**

To: Bank One, NA

Date \_\_\_\_\_

Re: Letter of Credit \_\_\_\_\_ issued by you or advised/confirmed by you  
from \_\_\_\_\_

Advice no. \_\_\_\_\_

In the event of multiple assignments, we authorize you to pay in order of your receipt of or consent to such assignments. Or

The Designated Payee(s) are to be paid based on the sequence number hereby assigned: \_\_\_\_\_

We hereby authorize and direct you to pay the proceeds of each draft drawn by us, payable to your order, payable to our order and blank endorsed, under and in compliance with the above described letter of credit (herein called the "credit"), if and when such draft is honored by you or if and when you have received funds from issuing bank, as applicable, to be paid as follows:

All drawings under the Credit, without limit.

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

\_\_\_\_\_% of the amount of each of the next drawing(s) under the Credit, but not exceeding: \_\_\_\_\_ in the aggregate.

At the rate of \_\_\_\_\_ per (insert applicable unit) \_\_\_\_\_ shipped (as evidenced in the documents presented to you under the Credit), but not exceeding \_\_\_\_\_ in the aggregate.

To: \_\_\_\_\_ (herein called the "Designated Payee") whose address is \_\_\_\_\_, contact name \_\_\_\_\_

phone number \_\_\_\_\_, fax number \_\_\_\_\_ and to pay the balance, if any, of such proceeds to us. The Designated Payee's payment instructions are as follows:

Bank Name: \_\_\_\_\_ ABA number: \_\_\_\_\_

Account number: \_\_\_\_\_.

This instrument, and your acceptance thereof, is not a transfer of the credit, does not give to the Designated Payee any interest therein and does not affect our or your right to agree to amendments thereto, the cancellation thereof, or any substitution thereof.

We warrant to you that we have not, and will not, by negotiation of draft or otherwise, assign the right to receive the whole or any part of such proceeds or give any other authorization or direction to make any payment thereof to any third party.

We agree that you shall not be liable to us or any party on account of any payment made by you to the Designated Payee (Assignee) in accordance with our authorization and directions hereunder. We further agree to indemnify you and hold you harmless against any loss, cost, damage, expense, (including reasonable attorney fees) and/or liability whatsoever which you may sustain or incur on account of any payment made by you to the Designated Payee in accordance with our authorization and directions hereunder and we shall pay you on demand for any such liability or expense.

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We agree to immediately return to you any assigned proceeds of the Credit inadvertently paid to us.

Please advise the Designated Payee of your acceptance of this instrument and in consideration thereof, we agree that this instrument is irrevocable. Please send us a copy of your acceptance.

We transmit to you herewith the original credit and all amendments, if any, (if not already in your possession) and request you to note thereon the foregoing authorization and direction, and also enclose our cashiers check for \$\_\_\_\_\_ or authorize you to debit our account number: \_\_\_\_\_ with you to cover your charges.

Very truly yours,

\_\_\_\_\_  
(BENEFICIARY'S NAME)

\_\_\_\_\_  
(Authorized Signature(s) of Beneficiary)

\_\_\_\_\_  
(Printed Name(s)/Title(s))

The signature(s) of \_\_\_\_\_ with title(s) as stated conforms to those on file with us; are authorized for the execution of such instrument; and the beneficiary has been approved under our bank's Customer Identification Program. Further, pursuant to Section 326 of the USA Patriot Act and the applicable regulations promulgated thereunder, we represent and warrant that the undersigned bank: (i) is subject to a rule implementing the anti-money laundering compliance program requirements of 31 U.S.C. section 5318(h); (ii) is regulated by a Federal functional regulator [as such term is defined in 31 C.F.R. section 103.120(a)(2)]; and (iii) has a Customer Identification Program that fully complies with the requirements of the regulations.

\_\_\_\_\_  
(Signature of Authenticating Bank)

\_\_\_\_\_  
(Name of Bank)

\_\_\_\_\_  
(Printed Name/Title)

\_\_\_\_\_  
(Date)

Special conditions related to this assignment of proceeds, if any, are as follows:

We accept the foregoing instrument \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Authorized Signature of Bank One, N.A.