



Instruction to Pay Proceeds

BANK OF AMERICA, N.A. UNIT NAME AND NUMBER

ADDRESS

Letter of Credit No.: _____

Issued By: _____

Your Advice No.: _____

TO: Bank of America, N.A.

We hereby authorize you to pay _____*
(herein called the "Designated Payee") the proceeds of any drawing(s) by us, under and in compliance with the above described Letter of Credit (herein called the "Credit"), if and when payment of the proceeds is made by you, as follows:

- 1. \$ _____, or
- 2. _____ percent of the proceeds of each drawing, but not exceeding the aggregate amount of \$ _____ for all such drawings, or
- 3. At the rate of \$ _____ for each _____ (unit), but not exceeding the aggregate amount of \$ _____ for all drawings, and to pay the balance, if any, of such proceeds to us.

Please advise the Designated Payee of your acceptance of this Instruction, and in consideration thereof, we agree that this Instruction is irrevocable and cannot be canceled or amended without the agreement of the Designated Payee and yourselves. However, this Instruction and your acceptance thereof does not constitute an assignment of the Credit, does not give to the Designated Payee any interest therein, or in any documents presented by us under the Credit and does not affect our or your right to agree to amendments of the Credit, the cancellation thereof, or any substitution therefor, or any settlement outside the Credit. We undertake to advise the Designated Payee and you immediately upon any such amendment, cancellation, substitution or settlement outside the Credit.

We warrant to you that we have not, and will not, by negotiation of drafts or otherwise, assign the right to receive the whole or any part of the proceeds instructed to be paid to the Designated Payee hereunder, or give any other authorization or direction to make any payment of the proceeds of the Credit to any other third party.

We transmit to you herewith the original of the Credit, including amendments, if any. The Credit and its amendments may be held by you until all payments authorized hereunder have been made. We hereby request that you note thereon the foregoing authorization and direction.

We agree to immediately return to you any funds inadvertently paid to us. We further agree to indemnify you against, and hold you harmless from all losses, damages, liabilities, claims, demands, obligations, penalties, actions, suits, judgments, costs and expenses paid, suffered or incurred by you, or imposed on you, directly or indirectly, as a result of, or in any way connected with, this Instruction or your compliance with this Instruction.

We represent and warrant that this Instruction has been duly and validly executed and delivered and that the transaction covered by the Credit and this Instruction will not violate United States Treasury Department Foreign Asset Control Regulations or any other laws, rules or regulations of the United States or any other government having jurisdiction over the transaction.

To cover your charges:

- You may debit my/our account No.: _____
- Enclosed is a check for: \$ _____

The signature and title at the right conform with those shown in our files as authorized to sign for the beneficiary. Policies governing signature authorization as required for withdrawals from customer accounts shall also be applied to the authorization of signatures on this form.

NAME OF BANK

AUTHORIZED SIGNATURE AND TITLE

Date: / /

LETTER OF CREDIT BENEFICIARY (Please Print or Type)

X

AUTHORIZED SIGNATURE

SIGNER'S NAME AND TELEPHONE NUMBER (Please Print or Type)

TITLE

We accept the foregoing instruction

Bank of America, N.A.

PLACE

DATE

By: **X** _____
AUTHORIZED SIGNATURE

* Name and Address