

**Application and Agreement
for Commercial Letter of Credit (Easy LC)**

<p>Letter of Credit Department Please issue an Irrevocable Letter of Credit in favor of the Beneficiary substantially as shown below (the "Credit") and deliver the Credit by Teletransmission, if possible.</p>	<p>Letter of Credit No. <i>(For Bank of America N.A. Use Only)</i> _____</p>	<p>Date _____</p>
<p>Applicant (full name and address) _____ _____ _____ Applicant Tax ID # _____ Applicant SIC Code _____</p>	<p>Beneficiary (full name and address) _____ _____ _____ _____ _____</p>	
<p>Individual(s) Authorized to Act on Applicant's Behalf: Name: _____ Phone: (____) _____ Fax: (____) _____ Name: _____ Phone: (____) _____ Fax: (____) _____</p>	<p>Advising Bank (Not Required to be filled in; Bank of America N.A. will select prime correspondent)</p>	
<p>Amount of Credit in U.S. dollars: _____</p>	<p>Credit Expiry Date: _____ at the counters of Bank of America N.A. (mm,dd,yyyy) (Maximum Credit Expiry Date is 90 days from date of issuance)</p>	
<p>Available by sight draft drawn on Bank of America N.A. for _____ % (100% applies when left blank) of the invoice value when accompanied by the following documents: <i>(Please check only the desired documents and fill in the blanks below as applicable):</i></p> <p><input type="checkbox"/> Commercial Invoice in _____ copies covering merchandise described briefly below: _____</p> <p><input type="checkbox"/> Certificate of Origin</p> <p><input type="checkbox"/> Insurance Policy or Certificate for 110% of invoice value covering <input type="checkbox"/> all risks, <input type="checkbox"/> warehouse to warehouse, <input type="checkbox"/> plus any other specific risks as follows: _____</p> <p><input type="checkbox"/> Packing List</p>		
<p>Transport Document (select the appropriate transport document, as applicable)</p> <p><input type="checkbox"/> Multimodal Transport Document <input type="checkbox"/> Marine/Ocean Bill of Lading (Seaport to Seaport only) <input type="checkbox"/> Air Transport Document</p> <p><input type="checkbox"/> Other Transport Document as follows: _____</p>		
<p>Shipping Terms: _____ Latest Shipping Date: _____ Transshipment (Not applicable to Air Shipments or Multimodal Transport Shipments) <input type="checkbox"/> Permitted <input type="checkbox"/> Not Permitted</p>		
<p>Transport Document will evidence shipment from: _____ to: _____ consigned to the order of shipper and blank endorsed (if negotiable) or consigned to the applicant (if non-negotiable) and should be marked notify _____ (Applicant's name inserted if left blank).</p> <p>All complying documents must be presented to Bank of America N.A. no later than _____ days after the date of shipment but before the Credit Expiry Date above (if left blank 21 days will apply). Partial drawings are not allowed. All bank fees and charges other than those charged by Bank of America N.A. are for the account of the Beneficiary.</p>		
<p>The Applicant hereby authorizes Bank of America N.A. to debit its account number _____ prior to the issuance of the Credit for the full amount of the Credit as stated above (the "Purchase Price") plus an administration fee of \$250.00.</p> <p>Completion and submittal of this Application by Applicant does not obligate Bank of America N.A. to issue the requested Credit. The Applicant hereby acknowledges and agrees that the Application shall not be deemed to have been accepted by Bank of America N.A. nor shall it be binding on Bank of America N.A. or the Applicant until the requested Credit is issued by Bank of America N.A. Applicant acknowledges that Applicant has read the attached Terms and Conditions for Commercial Letter of Credit (Easy LC) and agrees to be bound by them.</p>		
<p>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.</p>		
<p>APPLICANT</p>		
<p>Name of Company or Individual _____ By, Authorized by (signature) _____ Title _____ Telephone (____) _____ Fax (____) _____</p>		

FOR OFFICE USE ONLY05-35-0984NSBW: Trade Operations

Mail Code# _____

COMMISSION Per Standard Fee Schedule Other _____ Charge Banking Center Charge Directly Commissions and Charges only 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

TERMS AND CONDITIONS FOR COMMERCIAL LETTER OF CREDIT (EASY LC)**1. Definitions.**

- (1) "Agreement" means the Application, the terms and conditions set out above and below, and the Credit, together with any and all modifications, amendments and extensions of any thereof.
 - (2) "Applicant" means the person or entity who has executed the Application as Applicant.
 - (3) "Application" means the foregoing application of Applicant relating to the Credit as such application may be amended or modified from time to time in accordance herewith.
 - (4) "Business Day" means a day which is not a Saturday, Sunday or a day on which Bank of America N.A. is not open for business in the ordinary course.
 - (5) "Credit" or "Letter of Credit" means the letter of credit issued in U.S. Dollars only pursuant to the Application as it may be amended or modified from time to time in accordance herewith.
- "Bank of America N.A." means the banking subsidiary of Bank of America Corporation that issues the Credit in the sole discretion of Bank of America N.A.

2. Credit Expiry Date.

If the Credit Expiry Date is not a Business Day, then the Credit Expiry Date shall be the first Business Day following the Expiry Date.

3. Purchase of the Credit; Fees

In consideration of the issuance of the Credit, Applicant agrees to purchase the Credit by paying the Purchase Price as set forth in the Application plus a \$250 administration fee. Applicant hereby relinquishes any and all right, title and interest in the Purchase Price and acknowledges that such is fully non-refundable and will not accrue interest or earnings credits for the account of Applicant. If the words "about," "approximately," or similar expressions are used in connection with the amount of the Credit, then the Applicant will pay an additional administration fee equal to an 10% of the stated amount of the Credit. The administration fee covers Bank of America N.A.'s fees and charges for issuance and transmission of the Credit, examination and payment of one drawing under the Credit, and transmission of the relevant documents. Other services, including without limitation, any amendments or special handling will be subject to additional fees and charges in effect at the time. The administration fee and any other fees charged by Bank of America N.A. are fully earned when paid and non-refundable.

4. Obligation of Bank of America N.A.

Bank of America N.A. shall pay to Applicant an amount of Bank of America N.A. funds equal to the undrawn amount of the Credit only under the following circumstances: (i) prior to the issuance of the Credit; (ii) within 30 Business Days following proper cancellation or termination of the Credit by the beneficiary; or (iii) within 30 Business Days following the Credit Expiry Date. In any event, no amount will be paid by Bank of America N.A. if any claims are outstanding and in no event shall the amount required to be paid by Bank of America N.A. exceed the amount of the Credit. In the event that a Credit is terminated, canceled or expires after having been issued and when no drawings have been made thereunder, Applicant agrees to pay a \$100 cancellation fee which fee may be deducted by Bank of America N.A. from any amount payable by it hereunder.

5. Uniform Customs and Practice.

The Uniform Customs and Practice for Documentary Credits, as published as of the date of issue of the Credit by the International Chamber of Commerce (the "UCP 500") shall in all respects be deemed a part hereof as fully as if incorporated herein and the Credit shall be subject to the UCP. Unless expressly provided otherwise in the Credit, in the event any provision of the UCP is or is construed to vary from or be in conflict with the laws of the United States of America, any State thereof, as from time to time amended and in force, the UCP shall prevail, provided, however, that this Section shall not be interpreted to require Bank of America N.A. to take any action or fail to take action if such would cause Bank of America N.A. to violate applicable law or regulation.

6. Licenses and Compliance.

Applicant shall (i) procure promptly any necessary licenses for import, export or shipping of the property shipped under or pursuant to or in connection with the Credit, and (ii) comply with all foreign and domestic governmental regulations in regard to the shipment of such property.

7. Indemnity.

Applicant will indemnify and hold Bank of America N.A. (such term to include for purposes of this paragraph affiliates of Bank of America N.A. and its affiliates' officers, directors, employees and agents) harmless from and against (i) all loss or damage arising out of the issuance by Bank of America N.A. or any other action taken by any such indemnified party in connection with the Credit other than 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 legal expenses) of all claims or legal proceedings arising out of the issuance by Bank of America N.A. of the Credit or incident to the collection of amounts owed by Applicant hereunder or the enforcement of the rights of Bank of America N.A. 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 N.A. from paying any amount under the Credit. Additionally, Applicant will indemnify and hold Bank of America N.A. harmless from and against all claims, losses, damages, suits, costs or expenses arising out of 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 Credit.