



APPLICATION FOR AN IRREVOCABLE LETTER OF CREDIT

Under attached Letter of Credit Agreement appearing on page three herein, which is incorporated and made a part hereof.

To: First International Bank

Please issue for our account an irrevocable letter of credit with the requirements indicated below.

[] Additional requirements are attached and are to be considered a part of this application.

Please issue by [] Telex/SWIFT [] Courier Date: _____

Advising Bank Name and Address	Applicant Name: Address:
Beneficiary Name and Address	<hr/> <p style="text-align: center;">Authorized Signature</p> <hr/> Expiry Date: _____ Amount:

DRAFT AND MERCHANDISE DESCRIPTION

Drafts at [] sight or [] Days after _____
Drawn on you or your designated correspondent bank covering _____
(Full invoice value unless otherwise specified)
percent of invoice value of merchandise to be described in invoice as:

(Omit unnecessary details)

DOCUMENTS

[] Signed Original Commercial Invoice and ___ Copies.
[] Packing List, Original and ___ Copies.
[] Certificate of Origin.
[] Insurance Policy Covering [] Marine Risks [] Air Risks [] War Risks [] All Risks
[] Special U.S. Customs Invoice in Duplicate.
[] Inspection Certificate signed by an authorized official of _____
[] Beneficiary's Certificate certifying that one non-negotiable set of documents was mailed to applicant ___ days after shipment.

SHIPPING DOCUMENTS AND INSTRUCTIONS

Bills of Lading Full Set (3/3) Clean On Board Ocean Bills of Lading plus Copies
 Original Air Waybill plus Copies
 Truck Bill of Lading or Freight Forwarders Cargo Receipt
 Consigned to the order of First International Bank (shipments must be consigned to the Bank unless special approval is received)
Consigned to _____
 Marked "Notify _____"
(Name and Address)

Showing "Freight prepaid collect"
Trade Terms: C.I. F. C.F.R. F.O.B Ex-Factory Other _____
Shipment From: _____ To: _____
Latest Shipment Date: _____
Partial Shipments: Permitted Prohibited Transshipment: Permitted Prohibited

SPECIAL INSTRUCTIONS

Insurance to be effected by Applicant
 Documents must be presented to the Negotiating or Paying Bank no later than _____ days after shipment documents but within validity of the credit. For ocean and/or air shipments, on board validation stamp will determine date.
 Letter of Credit is transferable
 All bank charges other than those of the issuing bank are for the account of the Beneficiary.
 Other Special Instructions

STANDBY DOCUMENTS

Beneficiary's signed statement reading as follows: (Please insert language or attach additional requirements.)

Special Instructions

FIRST INTERNATIONAL USE ONLY-APPROVAL

Authorized Signature _____ Date _____

Authorized Signature _____ Date _____

LETTER OF CREDIT AGREEMENT

The undersigned party (the "Customer," jointly or severally, if more than one) requests First International Bank, 280 Trumbull Street, Hartford, Connecticut 06103 USA ("Bank") to issue Letters of Credit ("Credits") substantially according to the terms indicated and to accept drafts ("Acceptances") drawn on it under Credits or drawn to finance customer's obligations under this Agreement. Bank may reasonably alter such terms as provided in paragraph 9. Customer agrees:

1. To reimburse Bank the amount paid on any demand or draft presented against a Credit by the close of business on the day of such payment. Customer will pay Bank the amount to be paid on Acceptances by the close of business on the day before their maturity. Customer agrees to prepay on demand where Bank reasonably deems itself to be insecure. All payments by the Customer are to be made in immediately available funds in United States currency at Bank's main office.
2. Where Bank is called upon to pay in non-United States currency, Customer agrees to pay:
 - (a) the United States currency of the equivalent of the amount paid at the rate of exchange then current in Hartford for cable transfers to the place of payment in the currency in which any sight draft is drawn; and
 - (b) in the case of any Acceptance rather than United States currency, Bank may demand that Customer furnish first class banker's demand bills of exchange, to be approved by Bank and bear Customer's endorsement, payable in the currency and amount expressed in the Acceptance. These bills must be provided in time to reach the place in the course of the mails not later than one day prior to the Acceptance's maturity. If for any reason effective cable transfers are not feasible, Customer agrees to pay the equivalent of the actual cost to the Bank of settlement of its obligations under the Credit or Acceptance.
3. Bank and its correspondents and agents may receive and accept any drafts or demands or receive any documents purporting to relate to any Credit or Acceptance. Bank will facially examine such documents as are presented, but will not be liable for any good faith act, delay or omission in any way connected with this Contract, or with Credits or Acceptances hereunder, by Bank. Bank is not obliged to examine documents concerning goods shipped under air waybills directly consigned to Bank, or concerning goods released under letters of indemnity or similarly released to Customer. Customer waives all discrepancies, including absence of necessary documents, in such cases. Bank is liable for no act, delay or omission whatsoever by its agents or correspondents. Customer will remain fully liable for all obligations it owes to Bank despite any such act, delay or omission. Customer assumes responsibility for the acts, delays, and omissions of the beneficiary of any Credit, or the drawer of any draft presented

for acceptance, and their assigns. Bank is not liable to Customer for consequential damages for wrongfully refusing to pay against Credits or to accept any drafts presented. Documents signed by or issued to an executor, administrator, trustee in bankruptcy, receiver, or similar representative may be deemed by Bank to comply with the terms herein. Drafts will be discounted at the then going market discount rate as determined by Bank, plus commission.

4. Customer hereby grants to Bank a security interest, as security for all obligations arising under this Contract, in the following property ("Collateral"):
 - (a) all property in any way connected with any Credit or Acceptance, including, but not limited to, all drafts or evidence of demand, and all documents mentioned in each Application, and all goods and property referenced in such mentioned documents; and
 - (b) all property, including the balances in any deposit, trust or agency account, of the Customer now or hereafter in the possession or control of Bank, its agents or correspondents, or subject to a security interest or mortgage in favor of Bank, and proceeds (including insurance proceeds) thereof, additions thereto and substitutions thereof. If Collateral is at any time unsatisfactory to Bank, Customer will on demand furnish satisfactory additional security. Customer warrants that no Collateral is or will be encumbered, assigned, liened or made subject to other security interest, except in favor of Bank. Bank will have all rights available to a Secured Party provided in the Uniform Commercial Code as effective in Connecticut with amendments.
5. Customer grants to the Bank the right to set off any obligation Bank has or owes to Customer or to its heirs, assigns, affiliates or similar related entity or person, against obligations of Customer arising hereunder. This right of set off shall be in addition to all rights, statutory or other, which Bank may have.
6. Customer agrees that all tangible Collateral must be insured to the Bank's benefit and satisfaction. Customer agrees to comply with all domestic and foreign governmental regulations. Customer will produce satisfactory evidence of conformance with these obligations upon request.
7. All obligations of Customer shall be immediately due and payable upon the happening of any of the following:
 - (a) the death, insolvency or dissolution of the Customer;
 - (b) the filing of an application for, or appointment of, a receiver of Customer;
 - (c) the filing of a petition under any chapter of Title 11 of the United States Code, or under any similar reorganization or insolvency statute, by or against the Customer.
8. Notice to Customer is sufficient if sent by mail to the first address set forth herein. Each Customer hereby assents to any modification of the terms of this

Agreement, the Credits or the Acceptances thereunder, including extensions of time, without notice. Modifications of this Contract will not bind Bank without its signed, written consent. Failure by Bank to exercise any right hereunder waives no rights whatsoever.

9. In issuing Credits, Bank may deviate reasonably from terms requested; however, Credits must not be materially inconsistent with such terms.
10. Customer promises to obtain possession of property that is subject to warehouse receipts or similar documents of title that are referenced herein within twenty one days of receiving such documents, including documents that the Customer receives directly and from sources other than Bank. If for any reason it cannot obtain possession on time, Customer must notify Bank not later than the close of business on the eighteenth day after receipt.
11. Customer will also reimburse, in addition to commissions and amounts mentioned in paragraphs 1 and 2 hereof, the costs of insurance for Collateral, which Bank may itself obtain if it deems appropriate; filing of financing statements; all other out-of-pocket Bank expenses, including Bank's attorney's fees concerning in any respect the subject matter of this Contract, the Credits or the Acceptances or any connected transaction including claims made by Customer, by beneficiaries of Credits, by others claiming an interest in Collateral, or by any other entity.
12. Customer will hold harmless and indemnify Bank for any loss or liability connected with this Contract, the Credits or the Acceptances or any related transaction.
13. This Contract and the Acceptances hereunder shall be governed by the laws of Connecticut and, except as otherwise expressly agreed, the Credits issued hereunder shall be subject to the usages and customs described under the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication No. 500, or revisions thereof.
14. Every individual signing represents the he or she is duly authorized to do so. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns.

Authorized Signature

Date

Printed Name, Title

Business Name