



MANUFACTURERS BANK

A SUBSIDIARY OF SUMITOMO MITSUI BANKING CORPORATION

PURCHASE AGREEMENT (DRAFT/DOCUMENTS)

To: Manufacturers Bank
515 S. Figueroa Street
Los Angeles, California 90071

Letter of Credit No. _____
Issuing Bank: _____
Draft Amount: _____
Your Advice No. _____

Re: Purchase of Draft Drawn on Above-Named Issuing Bank ("Issuing Bank")

1. The undersigned ("Customer") has heretofore presented to Issuing Bank, through Manufacturers Bank ("Bank"), the above-described usance draft drawn on Issuing Bank (the "Draft"), together with all title and other documents (the "Documents") required to draw on the above-referenced letter of credit (together with all amendments thereto, the "Letter of Credit") in strict compliance with the terms thereof. Customer hereby sells, assigns and transfers to Bank (i) all of Customer's right, title and interest in and to the Draft, (ii) all of Customer's right, title and interest in and to the Documents, and (iii) all of Customer's rights to receive payment from the Issuing Bank, whether by reason of the maturity of the Draft or Customer's drawing on the Letter of Credit.

2. In consideration thereof, Bank agrees to pay Customer an amount equal to the Discounted Amount (as defined below) following: (i) Bank's determination that the Draft and Documents were in strict compliance with the terms of the Letter of Credit, and (ii) Bank's receipt of a tested telex, SWIFT message or other written communication acceptable to Bank from Issuing Bank confirming that Issuing Bank has accepted the Draft and that Issuing Bank will pay the Draft at maturity on the date specified in such telex, SWIFT message or other written communication. The Discounted Amount will be equal to the face amount of the Draft, less:

2.1. A purchase discount ("Purchase Discount") on such amount, calculated on the basis of the maturity of the Draft at an interest rate equal to _____ % per annum, computed on the basis of a 360-day year for the actual number of days elapsed; and

2.2. Bank's fees, as in effect from time to time, for negotiating the drafts/documents under the Letter of Credit, and Bank's out-of-pocket costs.

The Discounted Amount will be remitted to Customer's Account No. _____. The Purchase Discount will not be refunded to Customer in the event that Bank is reimbursed by Issuing Bank prior to the maturity of the Draft.

3. Customer will not agree to any amendments or cancellations of the Letter of Credit without Bank's prior written consent.

4. Customer represents and warrants to Bank the following:

4.1. The Letter of Credit is: (i) an irrevocable documentary letter of credit issued in favor of Customer as a payment mechanism for the sale of goods, (ii) available by negotiation by Bank, (iii) expires in California or in the United States of America, and (iv) subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision, International Chamber of Commerce Publication No. 500) or any revision thereof in effect at the date of issuance of the Letter of Credit);

4.2. The Draft and all Documents are genuine, valid, bona fide, properly authorized and executed by the relevant party or parties and strictly comply with all requirements of the Letter of Credit for a drawing in the amount requested;

4.3. The goods, specifications, quantity, quality, packing, shipping, insurance and all other terms conform with all requirements of the underlying contract relating to the Letter of Credit;

4.4. Customer or the account party have obtained all import and export licenses and other government authorization or approvals whatsoever of any jurisdiction that are required for the underlying transaction (including, sale, shipment and delivery of the goods to the account party and payment therefor), and without limiting the foregoing, the transaction does not violate the foreign assets control regulations of the United States or any other applicable law or regulation;

4.5. Immediately prior to Bank's purchase of the Draft and Documents, Customer has good and marketable title to such Draft and Documents and all rights to the proceeds of the Draft and the Letter of Credit (to the extent of the amount of the Draft) free and clear of all security interests, liens, liabilities, defenses, charges and claims of any kind whatsoever, except for Bank's rights hereunder; and

4.6. Bank will, from and after the date of Bank's purchase of the Draft and Documents, be the sole owner thereof and all rights to receive the proceeds of the Draft and the Letter of Credit (to the extent of the amount of the Draft), each free and clear of all security interests, liens, liabilities, defenses, charges and claims of others of any nature whatsoever.

The foregoing representations and warranties will survive Bank's purchase of the Draft and Documents, and Customer agrees to indemnify Bank and its employees, officers, directors, agents and representatives for any and all liabilities, claims, losses, damages, actions, judgments, suits, costs and expenses (including without limitation reasonable attorneys' fees) that may be imposed on, incurred by or asserted against Bank in any way relating to or arising out of any such representation or warranty being incorrect or incomplete in any respect.

5. This Agreement will be governed by and construed in accordance with the laws of the State of California. Both parties hereby irrevocably consent to the jurisdiction of the state and federal courts in Los Angeles County, California, and Customer hereby agrees that service of process may be effected by mailing copies thereof by United States mail or courier to Customer at its address indicated below.

Date

Name of Customer (Please Print or Type)

Signature of Authorized Signer

Signer's Name, Title and Telephone Number (Please Print or Type)

Customer's Address (Please Print or Type)

ACCEPTED AND AGREED TO BY:

MANUFACTURERS BANK

By: _____

Title: _____

Date: _____