

Please print or type all information.

1. Credit Application			
LEGAL NAME OF APPLICANT (Individual or business entity that is requesting credit)		DATE OF APPLICATION (MM/DD/YYYY)	
DBA (if applicable)		TAX ID NUMBER	
ADDRESS (Street, City, State & Zip Code--No P.O. Boxes)			
MAILING ADDRESS (if different)			
FAX NUMBER	E-MAIL ADDRESS		BANK CUSTOMER SINCE (MM/YYYY)
KEY CONTACT NAME			APPLICANT'S TELEPHONE NUMBER
DATE BUSINESS ESTABLISHED (MM/YYYY)	ORGANIZED UNDER THE LAWS OF:	BUSINESS OWNED SINCE (MM/YYYY)	NUMBER OF EMPLOYEES
DESCRIBE APPLICANT'S PRODUCT/SERVICE			SIC Code (if available) _____
APPLICANT'S LEGAL ENTITY TYPE (Check one)			
<input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> S Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Other _____			
Union Bank of California Business Checking Account Number (for payment of fees) _____			

2. Credit Request	
Letter of Credit \$ _____ ("Face Amount")	
<p>Applicant requests Union Bank of California, N.A. ("Bank") to issue a letter of credit ("Letter of Credit") in the amount listed above and as provided in Applicant's separately completed and executed Application and Agreement for Commercial Letter of Credit or Application and Agreement for Standby Letter of Credit (select one only to complete, "L/C Application") the forms of which are included with this credit application ("Credit Application"), and the terms of which are incorporated by this reference into this Credit Application and shall</p>	<p>govern Applicant's obligations and liabilities to Bank in respect to the Letter of Credit; in the event of any conflict between the terms of the Credit Application and the L/C Application, the terms of the L/C Application shall control. Should the form of the Letter of Credit requested not be acceptable to Bank, Bank will advise Applicant of reasons and, as appropriate, Applicant may submit an amended L/C Application or a specific direction or approval for a change to the Letter of Credit requested to be issued.</p>

3. Agreement	
<p>1. Security Agreement. To induce Bank to issue or amend the Letter of Credit now or in the future, Applicant gives to Bank a security interest in, and pledges to Bank, all right, title and interest, in all sums now or hereafter on deposit in Union Bank of California's Savings Account No. _____ ("Collateral Account"), and all extensions, renewals, substitutions, and replacements of such account in which Applicant agrees to maintain on deposit sums at least equal to 105% of Bank's maximum liability under the Letter of Credit to pay and to secure all of Applicant's liabilities and obligations to Bank, whether now existing or hereafter arising, direct or indirect, absolute, or contingent, under the L/C Application (or under any request Bank may be given by Applicant from time to time to request Bank: (a) to issue an amendment to the Letter of Credit, (b) to waive or pay despite, or consent to, a discrepancy, (c) to issue an indemnity, or (d) to provide any other letter of credit service), or in respect to the Letter of Credit as issued and as amended from time to time, or this Credit Application, (collectively, "Indebtedness"). Applicant constitutes and appoints Bank Applicant's true</p>	<p>and lawful attorney, with full power of substitution, to ask, demand, collect, receive or receipt for any and all amounts which may be or become due and payable under the Collateral Account, in Bank's discretion to file any claim or take any other action or proceeding, either in Bank's name or in the name of Applicant or otherwise, which Bank may deem necessary or appropriate to protect and preserve Bank's security interest in the Collateral Account. Applicant represents and warrants it has complete ownership of the funds it has deposited or shall deposit in the Collateral Account and that such funds and the Collateral Account are free and clear of all liens and encumbrances of any nature whatsoever except Bank's security interest. Once Indebtedness has been fully and finally satisfied, Bank's security interest in the Collateral Account shall be deemed terminated. Release of funds to Applicant from the Collateral Account may occur at Bank's discretion prior to Indebtedness being fully and finally satisfied; Applicant shall remain liable for any remaining Indebtedness.</p>

3. Agreement (continued)	
<p>All advances, charges, costs and expenses, including reasonable attorneys' fees, incurred or paid by Bank in exercising any right, power or remedy conferred by this Credit Application or in the enforcement thereof, shall become a part of the Indebtedness secured hereunder and shall be paid by Applicant to Bank immediately and without demand. Such costs and attorneys' fees shall include, without limitation, the allocated cost of in-house counsel.</p> <p>2. Governing Law. This Credit Application shall be governed by the laws of the State of California ("Applicable State Law").</p> <p>3. Commitment. Bank shall have no obligation hereunder to Applicant to issue any Letter of Credit or amendment thereto or to extend any expiration thereof or otherwise extend any financial accommodations to Applicant.</p> <p>4. ALTERNATIVE DISPUTE RESOLUTION AGREEMENT. This paragraph concerns the resolution of any claim, cause of action, dispute or controversy, whether based on contract, tort or other legal principles, between Bank and Applicant (sometimes individually "Party" and collectively "Parties") (individually "Claim" and collectively "Claims"), which arises out of or is related to: (a) this Credit Application or the L/C Application (sometimes, collectively, the "Agreement"); (b) any document, instrument, agreement or procedure related to or delivered in connection with the Agreement or the subject matter thereof, whether previously, concurrently or hereafter (collectively, together with any renewals, extensions, modifications, substitutions or replacements, the "Subject Documents"); (c) any negotiations, correspondence or communications relating to any of the Subject Documents, whether or not incorporated into the Subject Documents; (d) any alleged agreements, promises, representations or transactions in connection with the Subject Documents; or (e) any violation of the Subject Documents.</p> <p>All Claims, including any and all questions of law or fact relating thereto, shall, at the written request of either Party be determined by a judicial reference conducted pursuant to the Agreement in accordance with Applicable State Law, as in effect at the time the referee is selected pursuant to the Agreement ("Reference"). The Parties shall select a single neutral referee, who shall be a retired state or federal court judge with at least five years of judicial experience in civil matters. In the event that the Parties cannot agree upon a referee, the referee shall be appointed by the court. The Parties shall equally bear the fees and</p>	<p>expenses of the referee unless the referee otherwise provides in the statement of decision.</p> <p>WAIVER OF JURY TRIAL. In connection with a Reference or any other action or proceeding, whether brought in state or federal court, the Parties hereby expressly, intentionally and deliberately waive any right they may otherwise have to trial by jury of any Claim.</p> <p>The Reference shall be conducted pursuant to Applicable State Law. The referee shall determine all issues relating to the applicability, interpretation, legality and enforceability of the Agreement.</p> <p>No provision of the Agreement shall limit the right of any Party to (a) exercise self-help remedies including, without limitation, set-off, (b) foreclose against or sell any collateral, by power of sale or otherwise or (c) obtain or oppose provisional or ancillary remedies from a court of competent jurisdiction before, after or during the pendency of the Reference. The exercise of, or opposition to, any such remedy does not</p> <p>In the event that punitive damages are permitted under Applicable State Law, the amount thereof shall not exceed a sum equal to three times the amount of actual damages as determined by the referee.</p> <p>In the event that any provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement shall remain in full force and effect.</p> <p>In the event that multiple claims are asserted, some of which are found not subject to the Agreement, the Parties agree to stay the proceedings of the claims not subject to the Agreement until all other claims are resolved in accordance with the Agreement. In the event that claims are asserted against multiple parties, some of whom are not subject to the Agreement, the Parties agree to sever the claims subject to this Agreement and resolve them in accordance with the Agreement. In the event of any challenge to the legality or enforceability of the Agreement, the prevailing Party shall be entitled to recover the costs and expenses, including reasonable attorneys' fees, incurred by it in connection therewith. Applicable State Law shall govern the interpretation of the Agreement. This Agreement fully states all of the terms and conditions of the Parties' agreement regarding the matters mentioned in, or incidental to, the Agreement. The Agreement supersedes all oral negotiations and prior writings concerning the subject matter hereof.</p>
4. Certification of Applicant	
<p>Applicant certifies that the information provided on, and with this Credit Application is complete and correct. Applicant authorizes Bank to obtain credit reports (including personal credit reports), copies of tax returns, and other information from the IRS and other taxing authorities, and to take such other steps as Bank deems appropriate to verify (and from time to time re-verify) the information provided with this Credit Application. Applicant further agrees to execute and deliver to Bank such other forms, and take such other action, as Bank requests in furtherance</p>	<p>of the foregoing. Applicant authorizes Bank to release credit information concerning Applicant to other creditors, credit bureaus, credit reporters, and to Bank's agents and subsidiaries. Applicant agrees to promptly notify Bank in writing of any change in name, business structure, state of organization, principal place of business (if a general partnership or other</p> <p>Applicant agrees that the Letter of Credit will only be used for business purposes.</p>
5. Authorization and Authorized Signers	
<p>RESOLVED: That UNION BANK OF CALIFORNIA, N.A., ("Bank") is hereby irrevocably authorized to issue, advise, amend letters of credit and waive or approve or pay despite discrepancies in presentations made under letters of credit, or issue indemnities or bonds to third parties of whatsoever kind, or authorize payment (whether by debit to any of the Applicant's accounts at Bank or otherwise) for the account of the Applicant and otherwise provide letter of credit services to the Applicant, based upon any application, security agreement covering any assets of Applicant, instrument, agreement or other document (collectively, "Instruments"), in whatever amount(s) as are specified in such Instruments, submitted to Bank on the Applicant's behalf by personal delivery, United States mail, telecopy, rapidfax or other telecommunication method ("Writing") other than by telephonic or oral advice, in each case, bearing or purporting to bear the signature or</p>	<p>facsimile signature of (signatures need not appear in any form on any e-mail, merely the name(s) of the relevant person(s)) any _____ (____) (assumed to be one (1) only if this blank is left unfilled) of the following officers, representatives, trustees, or members of the Applicant (the applicable number of Authorized Signers, regardless of the number necessary to obligate the Applicant, the "Authorized Signers"). Resolved further: Bank is authorized to provide these services, to charge the Applicant its fees for such services and otherwise to act upon all such Writings to the same extent as though such Writings were executed in original form by the Authorized Signers of the Applicant authorized to do so pursuant to other resolutions previously or hereafter furnished by the Applicant to Bank, regardless of by whom or by what means the actual or purported signature(s) or facsimile signature(s) have been applied, if</p>

5. Authorization and Authorized Signers (continued)

time submitted to Bank by the Applicant, or in the case of an e-mail Writing, if the name(s) of the Authorized Signers appear to be its sender(s) regardless of by whom or by what means such e-mail was actually sent; and since the Applicant agrees that it is in the best interest of the Applicant that Bank act in response thereto, the Applicant assumes all risks regarding the actual validity, authenticity and due authorization of all such Writings submitted to Bank; should in any instance Bank wish, in its sole and absolute discretion and without ever any obligation to the Applicant to do so, to confirm the giving of a Writing it may do so by telephonically contacting any one (including one of the person(s) who has evidently given such Writing on behalf of the Applicant) of the person(s) identified herein as Authorized Signers for the Applicant irrespective of the number of persons required to sign Writings of the Applicant. Bank may in its sole and absolute discretion use any telephone number for such purpose either from its existing records on the Applicant or from such Writing or other Writings from the Applicant and takes no responsibility for verifying the actual identity of the person who purports to Bank that he or she is an authorized person named hereunder. Additionally nothing said by Bank or such person in any such telephone call shall be deemed to be itself a Writing or an amendment of a Writing or any other basis for Bank taking, or not taking, any action; provided however, in the event in any such confirmation telephone call it appears to Bank that the Writing in question was not given by the Applicant, Bank shall suspend initiating the activity requested in such Writing and seek the involvement of other Authorized Signers of the Applicant for clarification and appropriate explanatory Writing(s).

Resolved further: Any such Writing is to be in such form and contain such terms and conditions as may be required by Bank, and the execution or purported execution of such Writing, or the purported sending of such Writing by e-mail, by the Authorized Signers shall be conclusive evidence of the Applicant's approval of its terms, and the Writing shall be binding upon and enforceable against the Applicant;

Resolved further: In the event the Applicant sends Bank a manually-

Corporate Applicant only: WITH THEIR (HIS) (HER) BELOW INSCRIBED SIGNATURE(S), THE "AUTHORIZED SIGNERS" CONSTITUTE APPLICANT'S AGREEMENT WITH BANK TO THE TERMS AND CONDITIONS OF THE CREDIT APPLICATION IN WHICH THIS AUTHORIZATION APPEARS.

Name: _____
 Title: _____
 Signature: X

Name: _____
 Title: _____
 Signature: X

Name: _____
 Title: _____
 Signature: X

Name: _____
 Title: _____
 Signature: X

I certify that I am the secretary or assistant secretary of the Applicant; the foregoing resolution was duly adopted by the Applicant's Board of Directors, is currently in effect, and has not been revoked or amended; and the signatures and titles set forth above are the genuine signatures and titles of the persons indicated and that the Applicant has validly entered into the Credit Application as above indicated.

X
 SIGNATURE OF SECRETARY OR ASSISTANT SECRETARY DATE

X
 SIGNATURE OF PRESIDENT DATE
 (Required when Secretary or Assistant Secretary is among Authorized Signers.)

Sole Proprietor Applicant only: I (We) certify that I am (we are) the sole proprietor of the Applicant and there are no others who are required to sign for the Applicant or any of its assets and the Signatures and Titles set forth below are the genuine signatures and titles of the persons indicated and the Applicant has validly entered into the Credit Application.
 WITH MY (OUR) BELOW INSCRIBED SIGNATURE(S), THE "AUTHORIZED SIGNERS" CONSTITUTE APPLICANT'S AGREEMENT WITH BANK TO THE TERMS AND CONDITIONS OF THE CREDIT APPLICATION IN WHICH THIS AUTHORIZATION APPEARS.

Name: _____
 Title: _____
 Signature: X

Name: _____
 Title: _____
 Signature: X

signed original or confirmation of a previously given Writing, Bank shall have no duty to compare it against the previous Writing received by Bank, nor shall Bank have any responsibility should the contents of the manually-signed original or confirmation differ from the Writing acted upon by Bank;

Resolved further: The Applicant unconditionally agrees to pay and protect, defend and indemnify Bank and Bank's employees, officers, directors, shareholders, affiliates, correspondents, agents and representatives against, and hold Bank and each such other party harmless from, all claims, actions, proceedings, liabilities, damages, losses, expenses (including without limitation attorneys' fees and costs) and other amounts incurred by Bank and each such other party, arising from the reliance by any such party on this Authorization;

Resolved further: That Authorized Signers may by Writing(s) direct the disposition of the proceeds of any credit extended by Bank, and deliver to Bank and accept from Bank delivery of any property of the Applicant at any time held by Bank;

Resolved further: In the event two or more resolutions of this Applicant are concurrently in effect, the provisions of each shall be cumulative, unless the later(est) shall specifically provide otherwise. Nothing contained in this Authorization shall limit or modify the authority of any person to act on behalf of the Applicant as provided by law, any agreement or authorization relating to the Applicant or otherwise; and

Resolved further: Notwithstanding anything that may be contained in this Authorization to the contrary, Bank is authorized and requested to rely and act upon any prior resolutions given by the Applicant to Bank regarding the matters discussed in this Authorization, and on this Authorization, until ten (10) days after Bank has actually received, at its Bank's International Operations Center at 1980 Saturn Drive, Monterey Park, CA 91755-7417, copies of resolution(s) that specifically modify, amend or terminate any such previous resolutions or this Authorization.

5. Authorization and Authorized Signers (continued)

Partnership, Limited Liability Company, or Trust Applicants only: WITH THEIR (HIS) (HER) BELOW INSCRIBED SIGNATURE(S), THE "AUTHORIZED SIGNERS" CONSTITUTE APPLICANTS' AGREEMENT WITH BANK TO THE TERMS AND CONDITIONS OF THE CREDIT APPLICATION IN WHICH THIS AUTHORIZATION APPEARS.

Name: _____
 Title: _____
 Signature: X

Name: _____
 Title: _____
 Signature: X

Name: _____
 Title: _____
 Signature: X

Name: _____
 Title: _____
 Signature: X

We certify that the undersigned are all of the _____ [General Partners][Members][Managers][Trustees] of the Applicant; the foregoing resolution was duly adopted by the Applicant's governing body, is currently in effect, and has not been revoked or amended; and the signatures and titles set forth above are the genuine signatures and titles of the persons indicated and that the Applicant has validly entered into the Credit Application as above indicated.

Signature: X

Date: _____

Signature: X

Date: _____

FAIR CREDIT NOTICE

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applications on the basis of race, color, religion, national origin, sex, marital status, age (provided the Applicant has the capacity to enter into a binding contract); because all or part of the Applicant's income derives from any public assistance program; or because the Applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning Union Bank of California, N.A. is the Office of the Comptroller of the Currency, Customer Assistance Unit, 1301 McKinney Avenue, Suite 3710, Houston, TX 77010.

NOTICE TO APPLICANT

Whether married, unmarried, or separated, Applicant may request individual credit by applying alone. If Applicant intends to rely on the Applicant's spouse's future earnings to qualify for this credit, please apply for joint credit. Persons married to each other may request joint credit by applying together in one application. Persons not married to each

NOTICE TO OREGON RESIDENTS:

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY BANK AFTER OCTOBER 3, 1989 CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE, MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY BANK TO BE ENFORCEABLE.

NOTICE TO WASHINGTON RESIDENTS:

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

FOR UBOC BRANCH USE ONLY	
BRANCH EMPLOYEE NAME	
BRANCH EMPLOYEE NUMBER	
OFFICE NUMBER	
TELEPHONE NUMBER	
DATE	
<input type="checkbox"/> Priority	<input type="checkbox"/> Private
<input type="checkbox"/> BRO	

FOR UBOC BCC USE ONLY	
APPROVING OFFICER NAME	
APPROVING OFFICER NUMBER	
APPROVING OFFICER SIGNATURE	
DATE APPROVED	
AMOUNT APPROVED	
COMMITMENT EXPIRY DATE	LTV %
ONEPATH NUMBER	
APPLICANT NAME	