

TO BENEFICIARY BANK		eDraft Purchase Agreement Under Usance Letter of Credit	
FROM BENEFICIARY COMPANY			
DRAFT PURCHASE AGREEMENT (DPA). The DPA defines the terms agreed to for the purchase (and discount) of usance Drafts. (DC)		DRAFT PURCHASE AGREEMENT NO	DPA DATE
Data Source Files: BOAx + TxxLDNx = Data Save File: TxxDPAx		DOCUMENTS FOR NEGOTIATION NO	TRANS NO
NEGOTIATING BANK DOCS URL	NEG BANK TEL	BENEFICIARY NAME (CONTACT)	BENEFICIARY TEL
NEGOTIATING BANK DOCS EMAIL	NEG BANK FAX	BENEFICIARY EMAIL	BENEFICIARY FAX
TO NEGOTIATING BANK NAME ADDRESS		FROM BENEFICIARY (SELLER) ADDRESS	
NEG BANK ABA/TR NO	NEG BANK SWIFT NO	BENE BANK ABA/TR NO	BENE BANK SWIFT NO
LETTER OF CREDIT NO	LC ADVISE NO	BENEFICIARY BANK NAME	
ISSUING BANK		BENE BANK ACCT NAME	BENE BANK ACCT NO
ISSUING BANK ABA/TR NO	ISSUING BANK SWIFT NO	DC	DC

PURCHASE OF DRAFTS / DOCUMENTS UNDER USANCE LETTER OF CREDIT.

Dear Sir:

In consideration of your agreeing to purchase from us (i) all of our rights, title and interest in and to any and all drafts, title and other documents that are presented for payment in conformity with Letters of Credit of which we are the beneficiary and (ii) all of our rights to receive payment from the issuing bank by reason of such presentation, we agree to the following terms and conditions:

1. We undertake to present to you the following:

- (a) the original Letter of Credit, including all amendments thereto (the "Credit"); and
- (b) all documents (including multiple sets conforming to the requirements of the Letter of Credit.

If more than one drawing is permitted under the Credit, we shall deliver the Credit to you prior to your first purchase hereunder. The Credit may be held by you until all payments hereunder have been made by the issuing bank.

2. We will not agree to any amendments or cancellation of the Letter of Credit without your written consent.

3. Upon your determination that our presentation of documents at your office at the above address is in compliance with the terms of the Letter of Credit and this Agreement, your receipt of a tested telex or authenticated SWIFT message from the issuing bank confirming that the issuing bank has accepted the draft presented by us under the Credit and that the issuing bank will pay the draft at maturity on the date specified in the telex or SWIFT message and the representations and warranties set forth herein remain true and correct as of the purchase date, you will pay us an amount equal to the face amount of each purchased draft, less;

(a) a purchase discount on such amount, calculated on the basis of a discount period of (to be determined from the date of financing to the accepted maturity date) and the rate of LIBOR (Libor rate shall mean a rate determined by the bank as the prevailing rate per annum at which deposits in USD dollars are offered to the bank by first-class banks in the London inter-bank euro dollar market in which it regularly participates for the requested loan (draft) amount and interest period, adjusted for capital, reserves, taxes and similar assessments against the bank in connection with offering such a pricing option) plus a percent % per annum, computed on the basis of a 360 day year and actual days elapsed; and

(b) your charges and out-of-pocket expenses that are in effect at the time of your purchase discount.

The net amount is to be remitted to our account at the above account to us, the Beneficiary.

In the event of delayed payment of any draft amount(s) beyond the respective maturity date(s), we agree to pay you delayed payment interest upon receipt of your billing for such delayed period at your then prevailing prime rate. No purchase discount amount will be refunded to us in the event that you are reimbursed by the issuing bank prior to the expiration of the discount period.

4. As of the respective dates of your purchase of each draft and each presentation by you of the documents to the issuing bank, we represent and warrant the following:

(a) the Letter of Credit (i) is an irrevocable documentary Letter of Credit duly issued by the issuing bank in our favor as a payment mechanism for the sale of goods, (ii) is available by negotiation with you and (iii) is subject to the 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 Credit) and the Supplement to the UCP for Electronic Presentation (eUCP);

(b) all drafts, title and other documents presented in connection with any purchase are genuine, valid, bona fide, properly authorized and executed by the relevant party or parties and conform with all requirements of the Letter of Credit for a drawing in the amount requested;

(c) 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;

(d) immediately prior to your purchase of our draft/documents, we have good and marketable title to any and all such drafts and the other documents related thereto and all rights to the proceeds of the Letter of Credit free and clear of all security interests, liens, liabilities, defenses, charges and claims of any kind whatsoever, except for your rights hereunder and the applicable draft has not been dishonored and has been duly endorsed by us to you and validly accepted by the issuing bank; and

(e) you will, from and after the date of your purchase of any and drafts and documents, be the sole owner thereof and all rights to receive the proceeds of 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 your purchase of each draft and costs and expenses (including without limitation reasonable attorney's fees) that may be imposed on, incurred by or asserted against you in any way relating to or arising out of any such representation or warranty being incorrect or incomplete in any material respect when made or deemed to made by us. We will also indemnify you for 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 you in any way relating to or arising out of the failure by us or any other person to obtain and maintain 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 therefore), or to comply with the foreign asset control regulations.

5. This Agreement shall be governed by and construed in accordance with the laws of the Beneficiary's country and may not be amended other than by an amendment in writing executed by each of us. Both parties hereby irrevocably consent to the non-exclusive jurisdiction of the Beneficiary's country, and we hereby agree that service of process in such jurisdictions may be affected by mailing copies thereof by mail or courier to us at our address above.

BENEFICIARY NAME	BANK NAME 1	BANK NAME 2
BENEFICIARY TITLE	BANK NAME TITLE 1	BANK NAME TITLE 2
BENEFICIARY AUTHENTICATION	BANK AUTHENTICATION 1	BANK AUTHENTICATON 2