

Please issue an Irrevocable Letter of Credit in accordance
with the following instructions and transmit by:

Date _____

 Telex Airmail Brief telex advice with airmail Courier

Expiration date _____ (in the country of the Beneficiary unless otherwise stated)

 Letter of credit is transferable.

Advising Bank: _____

Accountee: _____

Beneficiary: _____

Amount: _____ (Figures) _____ (Words)

 Available by drafts at Sight _____ Days Sight _____ Days Date (Bill of Lading date)

Drawn at your option on you or your correspondent for _____ % of the invoice value.

 Partial shipments allowed not allowed.

 Transshipment allowed not allowed.

Shipment from: _____

Shipment to: _____

 FOB _____ CFR _____ CIF _____

Covering shipment of: _____

Documents required: (indicate number of copies)

_____ Commercial Invoice(s)	_____ Certificate of Origin, Form A
_____ Negotiable Insurance Policy or Certificate covering All Risks for 110% of invoice value	_____ Packing List
_____ Copy of clean railroad/truck bill of lading consigned to _____ indicating goods have been received for shipment, dispatch or carriage, showing place of shipment as _____ and destination as _____, marked "Notify _____" and <input type="checkbox"/> Freight Collect -or- <input type="checkbox"/> Freight Prepaid	
_____ Full set of <input type="checkbox"/> on board Marine/Ocean B/L indicating port of loading as _____ and port of discharge as _____ -or- <input type="checkbox"/> Multimodal Transport Document indicating final destination as _____, Consigned to order of _____ -and- marked "Notify _____" and <input type="checkbox"/> Freight Collect -or- <input type="checkbox"/> Freight Prepaid	
_____ Original for the Consignor/Shipper Air Transport Document consigned to _____ indicating actual date of dispatch and airport of departure as _____ and destination as _____ marked "Notify _____" and <input type="checkbox"/> Freight Collect -or- <input type="checkbox"/> Freight Prepaid	
_____ Beneficiary signed statement that one set of <input type="checkbox"/> Negotiable -or- <input type="checkbox"/> Non-Negotiable documents have been sent by <input type="checkbox"/> airmail -or- <input type="checkbox"/> courier to _____	
_____ Other: _____	

Special Conditions:

_____ Insurance to be effected by Sellers or Buyers (if by buyers, give name of issuing company) _____

_____ All banking charges except those of the issuing bank are for beneficiary (seller) account.

_____ All banking charges are for the account of beneficiary (seller) -or- applicant (buyer)

_____ Latest shipping date _____

_____ Transport documents issued by Freight Forwarder showing consigned to _____ and issued in accordance with UCP currently in effect are acceptable.

_____ Documents must be presented within _____ days after date of issuance of the shipping document but within the validity of the Credit.

Special Instructions: _____

In consideration of your opening the above Credit the undersigned hereby accepts and agrees to the terms, conditions and contractual provisions found on the reverse hereof.

_____, Applicant

(Bank Name)

(over)

 by _____
Please sign with Authorized Signature(s) registered with us.

"Undertaking and Agreement of Customer of Applicant"

In consideration of the making of the foregoing Application and Agreement for Commercial Letter of Credit by the Applicant and in consideration of any action which may be taken under or pursuant thereto by Commerce Bank (hereinafter called "Bank") at any time or times, the undersigned hereby agrees with the Applicant and with the Bank, as to any action taken at the request or for the account of the undersigned, to furnish to the Applicant, its successors or assigns, as and when required from time to time, any and all such funds and collateral as may be necessary to fulfill the obligations undertaken by the Applicant in said Application and Agreement for Commercial Letter of Credit and to indemnify and save harmless the Applicant, its successors or assigns, from any and all liabilities incurred by it or them under or by virtue of said Application and Agreement for Commercial Letter of Credit, also to join with the Applicant, upon the request of the Bank, in the execution and delivery of any document, security agreement or financing statement which may issue or be required from the Applicant under said Application and Agreement for Letter of Credit. Furthermore, the undersigned hereby unconditional guarantees to Bank the due, timely and punctual payment of all sums from time to time due and owing from Applicant to Bank under the Application and Agreement for Commercial Letter of Credit and unconditionally guarantees to the Bank the prompt and full performance by Applicant for each of the covenants and promises to be by the Applicant made, observed or performed by virtue of the terms of the said Application and Agreement for Commercial Letter of Credit. Notice of the acceptance of this undertaking and the promptness in making any demand or claim hereunder, are hereby waived.

Date _____

Name of Customer of Applicant

 By _____
Title _____

In consideration of your issuing as my /our agent a Letter of Credit (hereinafter referred to as the "Credit") substantially conforming with the request on the reverse side hereof, I/we hereby agree as follows:

1. As to drafts or acceptances under or purporting to be under the Credit, which are payable in United States Currency, I/we agree: (a) in the case of each sight draft, to reimburse you at your office in Kansas City, on demand in United States Currency, the amount paid on such drafts, or, if so demanded by you, to pay to you at your office in advance in such currency the amount required to pay such draft; (b) in the case of each acceptance to pay to you, at your office in Kansas City, in United States Currency, the amount thereof, on demand but in any event not later than one business day prior to maturity, or, in the case the acceptance is not payable at your office in Kansas City, then on demand but in any event in time to reach the place of payment in the course of the mails not later than one business day prior to maturity; and (c) to pay any instrument executed by us or drawn by you on us in payment of such drafts or acceptances.
2. As to drafts or acceptances under or purporting to be under the Credit, which are payable in currency other than United States Currency, I/we agree: (a) in the case of each sight draft, to reimburse you, at your office in Kansas City, on demand, the equivalent of the amount paid, in United States Currency at the rate of exchange then current in New York for cable transfers to the place of payment in the currency in which such draft is drawn; (b) in the case of each acceptance, to furnish you, at your office in Kansas City, on demand, but in any event in time to reach the place of payment in the course of the mails not later than one business day prior to maturity, with first class bankers' demand bills of exchange to be approved by you for the amount of acceptance, payable in the currency of the acceptance and bearing our endorsement, or, if you so request, to pay to you, at your office in Kansas City, on demand, the equivalent of the acceptance in United States Currency at the rate of exchange then current in New York for cable transfers to the place of payment in the currency in which the acceptance is payable; and (c) to pay any instrument executed by us or drawn by you on us in payment of such drafts or acceptances.
3. I/We also agree to pay you, on demand, your commission and all charges and expenses (including all charges for legal services) paid or incurred by you in connection with this Credit, plus correspondents' charges, if any, and interest where chargeable.
4. I/We hereby recognize and admit your ownership in and unqualified right to the possession and disposal of all property shipped under or pursuant to or in connection with the Credit or in any way relative thereto or to the drafts drawn thereunder, whether or not released to me/us on trust or bailee receipt and also in and to all shipping documents, warehouse receipts, policies or certificates of insurance and other documents accompanying or relative to drafts under the Credit, and in and to the proceeds of each and all of the foregoing, until such time as all the obligations and liabilities of mine/ours (or any of us) to you at any time existing under or with reference to the Credit or this agreement, or any other credit, or any other obligation or liability to you, have been fully paid and discharged, all as security for such obligations and liabilities; and that all or any of such property and documents, and the proceeds of any thereof, coming into the possession of you or any of your correspondents, may be held and disposed of by you as hereinafter provided; and the receipt by you, or by any of your correspondents, at any time of other security, of whatsoever nature including cash, shall not be deemed a waiver of any of your rights or powers herein recognized. Any security interest contemplated herein shall be a purchase money security interest and shall not result from this agreement but from your payments of drafts pursuant thereto.
5. Except insofar as instructions have been heretofore given you by me/us in writing expressly to the contrary, I/we agree that you and any of your correspondents may receive and accept as "Bills of Lading" under the Credit, any documents issued by or purporting to be issued by or on behalf of any carrier which acknowledge receipt of property for transportation whatever the specific provisions of such documents, and that the date of each such document shall be deemed the date of shipment of the property mentioned therein; that you and any of your correspondents may receive and accept as documents of insurance under the Credit either insurance policies or insurance certificates; and that you and any of your correspondents may receive, accept or pay as complying with the terms of the Credit any drafts or other documents, otherwise in order, which may be signed by, or issued to, the administrator or executor of, or the trustee in bankruptcy or the receiver for any of the property of, the party in whose name it is provided in the Credit that any drafts or other documents should be drawn or issued.
6. Except insofar as instructions have been given you by me/us in writing expressly to the contrary, I/we agree that part shipments or shipments in excess of the quantity called for in the Credit may be made and you may honor the relative drafts, my/our liability to reimburse you for payments made or obligations incurred on such drafts being limited to the amount of the Credit, and if the Credit specifies shipments in installments within stated periods, and the shipper fails to ship in any designated period, shipment of subsequent installments may nevertheless be made in their respective designated periods and you may honor the relative drafts.
7. I/We agree that in the event of any extension of the time of shipment or of the time for the drawing, negotiation, acceptance, presentation or of the maturity of any drafts, acceptance, or other documents, or any other modification of the terms of the Credit, or any increase in the amount of the Credit, at my/ our request, this Agreement shall be binding upon me/us with regard to the Credit so increased, extended or otherwise modified, with regard to drafts, documents and property covered thereby, and with regard to any action taken by you or any of your correspondents in accordance with such extensions, increase or other modification, and I/we further agree to hold you harmless against any and all losses suffered or obligations or liabilities incurred by following any or all of my/our instructions including my/our instructions modifying the terms or the amount of the Credit, and my/our instructions with respect to the drafts, documents or other property relative to or covered by the Credit. I/We further authorize you to surrender, from time to time, to such parties as I/we (or any of us) may designate, or their nominees, the whole or any part of any merchandise shipped under the Credit, or the bills of lading or other documents representing the same, against payments satisfactory to you or under your usual form of trust or bailee receipt, signed by any of such designated parties.
8. The users of the Credit shall be deemed my/our agents and I/we assume all risks of their acts or omissions. Neither you nor your correspondents shall be responsible: for the existence, character, quality, quantity, conditions, packing, value or delivery of the property purporting to be represented by documents, for any difference in character, quality, quantity, condition or value of the property from that expressed in documents; for the validity, sufficiency or genuineness of documents, even if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged; for the time, place manner or order in which shipment is made; for partial or incomplete shipment, or failure or omission to ship any or all of the property referred to in the Credit; for the character, adequacy, validity or genuineness of any insurance; for the solvency or responsibility of any insurer, or for any other risk connected with insurance; for any deviation from instructions, delay, default or fraud by the shipper or anyone else in connection with the property or the shipping thereof; for the solvency, responsibility or relationship to the property of any party issuing any documents in connection with the property; for delay in arrival or failure to arrive of either the property or any of the documents relating thereto; for delay in giving or failure to give notice of arrival or any other notice; for any breach of contract between the shippers or vendors and myself/ourselves (or any of us); for failure of any draft to bear any reference or adequate reference to the Credit, or failure of any person to note the amount of any draft on the reverse of the Credit or to surrender or take up the Credit or to send forward documents apart from drafts as required by the terms of the Credit, each of which provisions, if contained in the Credit itself, it is agreed may be waived by you; or for errors, omissions, interruptions or delays in transmission or delivery of any messages, by mail, cable, telegraph, wireless or otherwise, whether or not they be in cipher; nor shall you be responsible for any error, neglect, or default of any of your correspondents; and none of the above shall affect, impair or prevent the vesting of any of your rights or powers hereunder. In furtherance and extension and not in limitation of the specific provisions hereinbefore set forth, I/we agree that any action taken by you or by any correspondent of yours under or in connection with the Credit or the relative drafts, documents or property, if taken in good faith, shall be binding on me/us and shall not put you or your correspondent under any resulting liability to me/us; and I/we make like agreement as to any inaction or omission unless, in breach of good faith.
9. I/We agree to procure promptly any necessary import and export or other licenses for the import or export or shipping of the property and to comply with all foreign and domestic governmental regulations in regard to the shipment of the property or the financing thereof, and to furnish such certificates in that respect as you may at any time require, and to keep the property adequately covered by insurance satisfactory to you, in companies satisfactory to you, and to assign the policies or certificates of insurance to you, or make the loss or adjustment, if any, payable to you, at your option; and to furnish you, if demanded, with evidence of acceptance by the insurers of such assignment.
10. I/We agree at any time and from time to time, on demand, to deliver, convey, transfer or assign to you as security for any and all of our obligations and liabilities hereunder, and also for any and all other obligations and liabilities, absolute or contingent, due or to become due, which are now, or may at any time hereafter be owing by me/us to you, additional security of a value and character satisfactory to you, or to make such cash payments as you may require. I/We agree that all property belonging to me/us, or in which I/we may have an interest, of every name and nature, whatsoever, now or at any time hereafter delivered, conveyed, transferred, assigned, or paid to you, or coming into your possession or into the possession of any one for you in any manner whatsoever, whether expressly as security for any of the obligations or liabilities of mine/ours to you, or for safekeeping or otherwise, including any items received for collection or transmission and the proceeds thereof, whether or not such property is in whole or in part released to me/us on trust or bailee receipt is hereby made security for each and all such obligations and liabilities. I/We agree that upon my/our failure at all times to keep a margin of security with you satisfactory to you, or upon the making by me/us of any assignment for the benefit of creditors, or upon the filing of any voluntary or involuntary petition in bankruptcy by or against me/us or upon any application for the appointment of a receiver of any of my/our property, or upon any act of bankruptcy or state of insolvency or suspension of payment on my/our part, all of such obligations and liabilities shall become and be immediately due and payable without demand or notice notwithstanding any credit or time allowed to me/us, or any instrument evidencing any such obligation or liabilities or otherwise; and, as to property in which I/we may have any interest, I/we expressly authorize you in any such event, or upon my/our failure to pay any of such obligations or liabilities when they or any of them shall become or be made due, to sell immediately, without demand for payment, without advertisement and without notice to me/us, all of which are hereby expressly waived, any and all such property, arrived or to arrive, at private sale or at public auction or at brokers' board or otherwise, at your option, in such parcels or parcels, and at such time or times, and at such place or places and for such price or prices and upon such terms and conditions as you may deem proper, and to apply the net proceeds of such sale or sales, and any balance of deposits and any sums credited by or due from you to me/us in general account or otherwise, to the payment of any and all of my/our obligations or liabilities to you however arising. If any such sale be at brokers' board or at public auction you may yourself be a purchaser at such sale free from any right of redemption, which I/we hereby expressly waive and release.
11. You shall not be deemed to have waived any of your rights hereunder, unless you or your authorized agent shall have signed such waiver in writing. No such waiver unless expressly so stated herein, shall be effective as to any transaction which occurs subsequent to the date of such waiver nor as to any continuance of a breach after such waiver.
12. The word "property" as used in this agreement includes goods, merchandise, securities, funds, choses in action and all other forms of property, whether real, personal or mixed and any right or interest therein.
13. The obligations hereof shall continue in force, notwithstanding any change in the membership of any partnership of the undersigned, whether arising from the death or retirement of one or more partners, or from the accession of one or more new partners.
14. An irrevocable Credit may be cancelled only with the consent of all parties concerned. This Credit is to be irrevocable unless otherwise stated.
15. Credit is subject to the "International Chamber of Commerce Uniform Customs & Practice for Documentary Credits" in effect at time of issuance.

I hereby accept and agree to the terms, conditions and contractual provisions found in this document.

Applicant Initials _____ Date _____