



CONTINUING REIMBURSEMENT AGREEMENT FOR LETTERS OF CREDIT

This Continuing Reimbursement Agreement for Letters of Credit is made effective this _____ day of _____, _____ by and between **U.S. BANK NATIONAL ASSOCIATION** ("Bank") and _____ ("Applicant").

In consideration of the issuance by Bank or an affiliate of Bank (each such affiliated issuer, an "Other Issuer") of one or more Credits (as defined below), Applicant agrees that the following terms shall apply to each Application (as defined below) and each Credit issued by Bank or any Other Issuer. With respect to Credits issued by any Other Issuer, such Other Issuer shall have the same rights and obligations under this agreement as Bank.

1. Credits.

(a) From time to time, Applicant may request Bank to issue (or request one of its subsidiaries or affiliates to issue) one or more letters of credit (each, a "Credit") substantially in accordance with the terms of any application (each, an "Application") submitted to Bank by Applicant. All Credits will be deemed irrevocable unless otherwise stated in an Application. Bank may issue any Credit or request any Other Issuer to issue any Credit. Each Credit shall be issued in the sole discretion and at the sole option of Bank. Bank may sell, assign or participate all or any part of its rights and obligations under this Agreement, the Application and any Credit without the consent of Applicant. Without limiting the foregoing, any Other Issuer may sell a participation in all or any part of its rights and obligations under this Agreement and any Credit to Bank.

(b) Bank is hereby authorized to set forth in each Credit the terms appearing in the Application, with such modifications as Bank in its discretion may determine are appropriate or necessary and are not materially different from the terms appearing in the Application.

(c) All communications from Applicant relating to any Credit will be sent at Applicant's risk. Bank shall have no responsibility for any inaccuracy of translation, or any error or delay in transmission or delivery by mail, telecommunication or any other method outside of Bank's reasonable control, including all communications made through a correspondent.

(d) Neither Bank nor its correspondents shall be in any way responsible for the performance of any beneficiary's obligations to Applicant or for the form, sufficiency, accuracy, genuineness, authority of person signing, falsification or legal effect of any documents required by any Credit if such documents appear in order on their face. Whether documents conform to the terms of any Credit and whether any demand is timely and in proper form shall be independently determined by Bank in its sole discretion, which determination shall be final and binding on Applicant.

(e) Subject to Section 7(b), Bank may in its discretion honor Applicant's request to increase the amount of any Credit, extend the time for making and honoring of demands under any Credit and otherwise modify the terms and conditions governing any Credit. In the event of any modification of a Credit at the request or with the consent of Applicant, this Agreement shall be binding upon Applicant with regard to (i) the Credit as modified, (ii) drafts, documents and property covered thereby, (iii) any action taken by Bank or Bank's correspondents in accordance with such modification, and (iv) any draft paid by Bank or any of Bank's correspondents which is dated on or before the expiration of any time limit expressed in the Credit, regardless of when drawn or presented for payment and when or whether negotiated, provided the required documents are presented in accordance with the terms of the Credit as amended.

(f) If any Credit provides for automatic extension without amendment, Applicant agrees that it will notify Bank in writing at least thirty (30) days prior to the last day specified in the Credit by which Bank must give notice of non-extension, if Applicant wishes the Credit to not be extended. Notwithstanding the foregoing, Bank may, in its sole discretion, decide not to extend any credit at any time consistent with the terms of the Credit. Applicant hereby acknowledges that in the event Bank notifies the beneficiary of the Credit that it has elected not to extend the Credit and the beneficiary draws on the Credit after receiving the notice of non-extension, Applicant shall have no claim or cause of action against Bank or defense against payment under this Agreement for Bank's discretionary decision to extend or not extend the Credit and to provide notice to the beneficiary of its decision.

(g) If any Credit's terms and conditions provide that Bank give the beneficiary a notice of pending expiration, Applicant agrees that it will notify Bank in writing at least thirty (30) days prior to the last day specified in the Credit by which Bank must give such notice of the pending expiration date. In the event Applicant fails to so notify Bank and the Credit is extended, Applicant's obligations under this Agreement shall continue in effect and be binding upon Applicant with regard to the Credit as so extended.

(h) Applicant shall promptly review all information, documents and instruments delivered to Applicant from time to time by Bank, including all Credits upon issuance, any amendments, and all related presentations and negotiations, and shall notify Bank within ten banking days after receipt if Applicant claims that Bank has failed to comply with Applicant's instructions or Bank's obligations with respect to any Credit, has wrongfully honored or dishonored any presentation under any Credit or claims any other irregularity. If Applicant does not so notify Bank within such time period, Applicant shall be conclusively deemed to have waived and shall be precluded from asserting such claim(s).

2. Reimbursement Obligations.

Applicant promises to pay Bank on demand, at the address specified in the Application or as otherwise directed by Bank, the following amounts:

(a) The amount of each draft or other request for payment (hereinafter called a "draft") drawn under any Credit in accordance with the terms of such Credit. For amounts payable in United States currency, Applicant agrees to reimburse Bank in United States currency. For amounts payable in other currencies, Applicant agrees to reimburse Bank an equivalent amount in (i) United States currency at Bank's then current selling rate for such foreign currencies, (ii) in such other currency by sending the foreign currency amount due Bank by wire transfer to the account and location designated by Bank, or (iii) in any other currency, place, form and manner agreed to by Bank and Applicant. Upon request, Applicant will pay Bank in advance, in United States currency, all sums necessary for Bank to pay all such drafts upon presentation whether payable in United States currency or otherwise. If the draft is a time draft, Applicant shall make payment without demand sufficiently in advance of its maturity to enable Bank to arrange for funds to reach the place of payment when due.

(b) Applicant shall pay Bank a commitment fee with respect to each Credit in an amount equal to 2.00% per annum which, shall be payable as Bank may require and shall be nonrefundable, whether or not any Credit is drawn upon, reduced in time or amount or otherwise modified. Applicant also agrees to pay all of Bank's other standard fees and charges related to Credits.

(c) Subject to Section 6, all taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever paid or incurred by Bank in connection with this Agreement, any Credit or any related transactions, and any liability with respect thereto (including but not limited to interest, penalties and expenses).

(d) Interest on all amounts drawn under any Credit (to the extent not reimbursed on the date of drawing) and on all other amounts due under this Agreement from the applicable due date until paid will accrue at a rate equal to five percent plus the prime rate announced by Bank from time to time. The interest rate hereunder will be adjusted each time the prime rate changes. Interest shall be calculated on the basis of a 360-day year and the actual number of days elapsed. Interest accrued hereunder shall be due and payable on the first day of each calendar month.

(e) Without limiting Applicant's obligations to any Other Issuer, but without duplication, Applicant promises to pay Bank on demand, at the location designated by Bank, an amount equal to all amounts which Bank pays or becomes obligated to pay to any Other Issuer with respect to any Credit, whether as a participant in the Credit or otherwise.

(f) Notwithstanding any other provision of this Agreement, Applicant's obligation to make any payment hereunder to any Other Issuer shall, to the extent of such payment, be satisfied by payment to Bank as set forth in this Agreement.

(g) Applicant instructs and authorizes Bank to automatically deduct from the account set forth in Schedule I hereto all amounts which become due under this Agreement. Should there be insufficient funds in this account to reimburse Bank, Bank is authorized to deduct any remaining amounts due from any of Applicant's accounts with Bank, excluding any accounts for which Bank is holding such account as trustee. Applicant will pay all fees on the account which result from the automatic deductions, including any overdraft/NSF charges. If for any reason Bank does not charge the account for any amount due, or if an automatic deduction is reversed, the amount due is still owing to Bank as set forth herein.

3. Security and Insurance.

(a) As security for payment of any and all of Applicant's obligations to Bank and any Other Issuer under this Agreement, or any Credit, Applicant hereby grants Bank a continuous and continuing security interest in the personal property of Applicant described in that certain Possessory Collateral Pledge Agreement of even date herewith between Applicant and Bank, -as the same may be amended from time to time. In addition to all other rights which Bank may have, Applicant hereby authorizes Bank to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by Bank to or for the credit or the account of Applicant against any and all of the obligations of Applicant now or hereafter existing under this Agreement, irrespective of whether Bank shall have made any demand under this Agreement and although such deposits, indebtedness or obligations may be unmatured or contingent.

(b) If at any time Bank requires collateral (or additional collateral), Applicant will, on demand, assign and deliver to Bank as security for any and all obligations of Applicant now or hereafter existing under this Agreement collateral of a type and value satisfactory to Bank or make such cash payment as Bank may require and execute, and shall deliver to Bank such security agreements, pledge agreements, or other documents requested by Bank covering such collateral.

(c) Bank is authorized to file any financing statements and other documents as Bank may require to perfect the security interests granted or contemplated hereunder. At Bank's request, Applicant will execute or endorse and deliver to Bank such documents, agreements and instruments, and will take or cause to be taken such further actions as may be required by law or which Bank may reasonably request to carry out the terms and conditions of this Agreement and to ensure the perfection and priority of the security interest created or intended hereby, all in form and substance reasonably satisfactory to Bank, and all at the expense of Applicant.

(d) For commercial credits, Applicant shall keep any property described in the Credit adequately covered by insurance satisfactory to Bank, issued by companies satisfactory to Bank, and at Bank's request will furnish certificates or evidence thereof and will assign insurance policies or certificates to Bank and make losses, adjustments or proceeds payable to Bank. If any such policy procured by Applicant fails to provide for payment of the loss thereunder, Applicant hereby makes the loss payable to Bank under such policy and assigns to Bank all proceeds of such policy and agrees to accept proceeds of all insurance as Bank's agent and to hold same in trust for Bank, and forthwith to deliver the same to Bank, with Applicant's endorsement where necessary, and Bank or any of Bank's officers are hereby irrevocably empowered, with power of substitution, to endorse any check in the name of Applicant received in payment of any loss or adjustment.

(e) Bank shall not be liable for any failure to collect or demand payment of, or to protest or give any notice of non-payment of, any collateral or any part thereof or for any delay in so doing, nor shall Bank be under any obligation to take any action whatsoever with respect to the collateral or any part thereof. Bank shall use reasonable care in the custody and preservation of the collateral in Bank's possession but need not take any steps to preserve rights against prior parties or to keep the collateral identifiable. Bank shall have no obligation to comply with any recording, re-recording, filing, re-filing or other legal requirement necessary to establish or maintain the validity, priority or enforceability of, or Bank's right in and to, the collateral, or any part thereof. Bank may exercise any right of Applicant with respect to any collateral. Bank may endorse Applicant's name on any and all notes, checks, drafts, bills of exchange, money orders or commercial paper included in the collateral or representing the proceeds thereof.

4. Default and Remedies.

(a) Time is of the essence in this Agreement. The occurrence of any of the following shall be an event of default hereunder:

(i) Default in payment or performance of any of Applicant's obligations hereunder or under any promissory note or other agreement between Bank and Applicant;

(ii) Default under any security documents securing Applicant's obligations hereunder, whether executed by Applicant or any other person;

(iii) Levy or proceeding against any property of Applicant or any guarantor of Applicant's obligations hereunder ("Guarantor");

(iv) Death, dissolution, termination of existence, insolvency or business failure of, appointment of a receiver for any part of the property of, assignment for the benefit of creditors by, commencement of any proceeding under any bankruptcy or insolvency laws by or against, or entry of judgment against, Applicant or any Guarantor;

(v) Any warranty, representation or statement made or furnished to Bank by Applicant or any Guarantor proves to have been false in any material respect when made or furnished;

(vi) Any event which gives the holder of any debt obligation of Applicant or any Guarantor the right to accelerate its maturity, whether or not such right is exercised;

(vii) Any guaranty of Applicant's obligations hereunder ceases to be, or is asserted by any person not to be, in full force and effect;

(viii) The minimum ratio of Collateral pledged to secure Applicant's obligations hereunder to the aggregate amount of Credit issued by the Bank is less than 105%;

(ix) Any material adverse change in the financial condition or management of Applicant or any Guarantor, or if Bank for any reason in good faith, deems itself insecure.

(b) Upon the occurrence of any event of default under Section 4(a)(iv), (i) the amount for which all Credits were issued and any other amounts owing hereunder shall immediately become due and payable without any election or action on the part of Bank and (ii) Applicant will be and becomes thereby unconditionally obligated, without any further notice, act or demand, to pay to Bank an amount in immediately available funds equal to 105% of the amount available to be drawn on all Credits then outstanding, which funds shall be held in a special collateral account pursuant to arrangements satisfactory to Bank (the "LC Collateral Account"), in the name of Applicant but under the sole dominion and control of Bank and in which such Applicant shall have no interest.

Upon the occurrence of any other event of default and at any time thereafter, Bank at its option and in addition to all other rights of Bank under this Agreement, any related agreement and applicable law, may (i) without notice or demand declare the amount for which all Credits were issued and any other amounts owing hereunder immediately due and payable; and (ii) make demand on Applicant to pay, and Applicant will, forthwith upon such demand and without any further notice or act pay to Bank an amount in immediately available funds equal to 105% of the amount available to be drawn on all Credits then outstanding, which funds shall be held in the LC Collateral Account.

Bank may at any time or from time to time after funds are deposited in the LC Collateral Account apply such funds to the payment of any amounts owing to Bank hereunder. At any time while any event of default is continuing, neither Applicant nor any person claiming on behalf of or through Applicant shall have any right to withdraw any of the funds held in the LC Collateral Account. After all of the obligations of Applicant under this Agreement have been indefeasibly paid in full, any funds remaining in the LC Collateral Account shall be returned by Bank to Applicant or paid to whomever may be legally entitled thereto at such time. In addition, to the extent Applicant has pledged collateral securing its obligations hereunder, upon the occurrence of any event of default Bank may exercise any and all rights and remedies of a secured party under the Uniform Commercial Code and other applicable law.

(c) Upon the occurrence of an Event of Default, Applicant shall immediately pay Bank the sum of 5% of the aggregate amount of Credit issued by Bank hereunder.

5. Representations and Warranties.

Applicant represents and warrants to Bank the following:

(a) All information, certificates or statements given to Bank in connection with or pursuant to this Agreement are and will be true and complete when given.

(b) This Agreement is the legal, valid and binding obligation of Applicant, enforceable against Applicant in accordance with its terms. The execution, delivery and performance of the Agreement and any Application (i) are within Applicant's power; (ii) have been duly authorized by all appropriate entity action; (iii) do not require the approval of any governmental agency; and (iv) will not violate any law, agreement or restriction by which Applicant is bound. If Applicant is not an individual, Applicant is an entity duly and properly incorporated or formed, validly existing and (to the extent such concept applies to such entity) in good standing under the laws of its jurisdiction of incorporation or organization, and has all requisite authority to conduct its business in each jurisdiction in which its business is conducted. There is no litigation or administrative proceeding threatened or pending against Applicant which would, if adversely determined, have a material adverse effect on Applicant's ability or authority to perform its obligations hereunder.

(c) Any Credit, and transactions related thereto, shall be in compliance with any federal, state, local and foreign laws, regulations, treaties or customs applicable to Bank or Applicant.

(d) Applicant will procure promptly all necessary licenses for the export, import, shipping or warehousing of, or payment for property covered by any Credit and will comply with all foreign and U.S. laws, rules and regulations (including exchange control regulations) now or hereafter applicable to the transaction related to any Credit or applicable to the execution, delivery and performance by Applicant of this Agreement.

(e) Applicant and each and all entities 50% or more owned, directly or indirectly, by Applicant ("Subsidiaries"), and their respective officers, employees, directors and agents are and at all times will be in compliance with the following: (A) all laws, rules, and regulations of any jurisdiction applicable to Applicant or its Subsidiaries from time to time concerning or relating to bribery or corruption ("Anti-corruption Laws"), (B) economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government ("Sanctions"), including those administered by the U.S. Department of Treasury's Office of Foreign Assets Control or successor ("OFAC") and the U.S. Department of State or successor, and (C) the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Trading with the Enemy Act, as amended, or any of the foreign assets control regulations of the United States Treasury Department (31 C.F.R., Subtitle B, Chapter V) and any enabling legislation or executive order relating thereto or successor statute thereto ("Anti-terrorism Laws"), all as may be amended from time to time.

(f) The Credits issued hereunder comply with, and neither the Credits issued nor the use of the proceeds of such Credits will violate, any Anti-corruption Laws, Sanctions or Anti-terrorism Laws.

(g) None of Applicant, any Subsidiary or any of their respective directors, officers or employees is (A) listed in any Sanctions-related list of designated persons maintained by OFAC or the U.S. Department of State, (B) operating, organized or resident in a country or territory which is itself the subject or target of any comprehensive Sanctions ("Sanctioned Country"), (C) an agency, political subdivision or instrumentality of the government of a Sanctioned Country, or (D) 50% or more owned, directly or indirectly, by any of the above

(h) Applicant shall, and shall cause each Subsidiary to, provide such information and take such actions as are reasonably requested by Bank in order to assist Bank in maintaining compliance with Anti-corruption Laws, Sanctions and the PATRIOT Act.

6. Changes to Regulations.

If there shall occur any adoption or implementation of, or change to, any Regulation, or interpretation or administration thereof, which shall have the effect of imposing on Bank (or Bank's holding company) any increase or expansion of or any new: tax (excluding taxes on its overall income and franchise taxes), charge, fee, assessment or deduction of any kind whatsoever, or reserve, capital adequacy, special deposits or similar requirements against credit extended by, and/or against Credits issued by, assets of, deposits with or for the account of Bank or other conditions affecting the extensions of credit and/or issuance of Credits under this Agreement, then Applicant shall pay to Bank such additional amount as Bank deems necessary to compensate Bank for any increased cost to Bank attributable to the extension(s) of credit and/or issuance of Credits under this Agreement and/or for any reduction in the rate of return on Bank's capital and/or Bank's revenue attributable to such extension(s) of credit and/or issuance of Credits. As used above, the term "Regulation" shall include any federal, state or international law, governmental or quasi-governmental rule, regulation, policy, guideline or directive (including but not limited to the Dodd-Frank Wall Street Reform and Consumer Protection Act and enactments, issuances or similar pronouncements by the Bank for International Settlements, the Basel Committee on Banking Regulations and Supervisory Practices or any similar authority and any successor thereto) that applies to Bank. Bank's determination of the additional amount(s) due under this paragraph shall be binding in the absence of manifest error, and such amount(s) shall be payable within 15 days of demand and, if recurring, as otherwise billed by Bank.

7. General Terms and Conditions.

(a) Each Application shall be subject to all terms and conditions of this Agreement. In addition, this Agreement shall apply to each Credit issued by Bank at the request of Applicant, including, without limitation, all Credits (if any) previously opened and outstanding on the date hereof. Notwithstanding the foregoing, if any Credit is issued pursuant to a loan agreement or other separate agreement, then, to the extent of any conflict between such other agreement and this Agreement, the terms of such other agreement shall control.

(b) Notwithstanding any other term hereof, Applicant understands and agrees that any Credit can be revoked or amended only with the consent of the beneficiary of the Credit, Bank and any confirming bank.

(c) If Applicant requests Bank to issue a Credit for the account of a third party, whether affiliated with Applicant or otherwise (the "Account Party"), the Account Party shall have no rights against Bank. Bank may deal with Applicant as if Applicant were the named Account Party.

(d) Applicant shall give Bank prior written notice of any change of name, address, place of business or state of incorporation or organization. Any notice of any nature by Applicant to Bank must be given at the place for notification provided by Bank.

(e) The singular includes the plural. If Applicant consists of more than one person, the obligations of Applicant hereunder are joint and several and are binding upon any marital community of which any Applicant is a member. This Agreement shall be binding on Applicant, its successors and assigns, and shall inure to the benefit of Bank or Bank's successors, transferees and assigns. Notwithstanding the foregoing, Applicant may not assign its rights under this agreement without Bank's prior written consent. Any change of control of Applicant shall require Bank's prior written consent.

(f) Notwithstanding the title appearing on any Credit, the rights and obligations of Bank and Applicant with respect to the Credit shall be as set forth herein.

(g) Any Application or Credit will set forth which rules or customs apply to the corresponding Credit. Such rules and customs may include, but are not limited to, the International Standby Practices, as published by the International Chamber of Commerce ("ISP") or the Uniform Customs and Practice for Documentary Credits, as published by the International Chamber of Commerce ("UCP"). In any event, the rules or practices set forth in the Credit are incorporated herein and shall govern the Credit. Each Credit shall be governed by the internal laws of the State in the United States of America in which the Credit is issued without regard to such State's conflict of laws principles (the "Governing Laws") and the federal laws of the United States of America, except to the extent such laws are inconsistent with the rules adopted in the Application as set forth above. This Agreement shall be governed in accordance with the laws governing the Credit(s) in conjunction with which it is being interpreted. If it is being interpreted independently of any Credit, it shall be governed by the laws of the location of the Bank to which it was delivered.

(h) When possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

(i) Applicant hereby indemnifies and agrees to defend and hold harmless Bank, its officers, directors, agents, successors and assigns, from and against any and all liabilities, claims, demands, losses and expenses, arising from or in connection with this Agreement, any Credit or any related transaction. Applicant agrees to pay all reasonable attorney fees and other costs and expenses incurred by Bank in collecting overdue amounts or construing or enforcing any provision of this Agreement or any Credit, including but not limited to reasonable attorney fees at trial, in any arbitration, appellate proceeding, proceeding under the bankruptcy code or receivership and post-judgment attorney fees incurred in enforcing any judgment.

(j) Any action, inaction or omission taken or suffered by Bank or by any of Bank's correspondents under or in connection with any Credit or any related drafts, documents or property, if in good faith and in conformity with foreign or United States laws, regulations or customs applicable thereto, shall be binding upon Applicant and shall not place Bank or any of Bank's correspondents under any resulting liability to Applicant. Without limiting the generality of the foregoing, Bank and Bank's correspondents may act in reliance upon any oral, telephonic, telegraphic, electronic or written request or notice believed in good faith to have been authorized by Applicant, whether or not in fact given or signed by an authorized person.

(k) Bank's waiver of any right on any occasion shall not be construed as a bar or waiver of such right on any other occasion, or of any other right. Applicant hereby waives and agrees not to assert any defense under any applicable statute of limitations, to the fullest extent permitted by law.

(l) Without notice to any Applicant and without affecting Bank's rights or Applicant's obligations, Bank may deal in any manner with any person who at any time is liable for, or provides any collateral for, any obligations of Applicant to Bank. Without limiting the foregoing, Bank may impair, release (with or without substitution of new collateral) and fail to perfect a security interest in, any collateral provided by any person; and sue, fail to sue, agree not to sue, release, and settle or compromise with, any person.

(m) Except as otherwise provided herein or in any Credit, all notices and other communications required or permitted to be given to any party hereto shall be in writing or an electronic medium that is retrievable in a perceivable form and shall be deemed given when delivered by hand, electronically, by overnight courier, or when deposited in the United States mail, postage prepaid, addressed as set forth in the Application.

(n) This Agreement is a continuing agreement and shall remain in effect until terminated, amended or replaced. This Agreement may be terminated by Applicant or Bank by giving notice of termination to the other party and may be amended or replaced by a written agreement signed by Applicant and accepted by Bank. No termination shall alter or affect the undertaking of Applicant or Bank with respect to any Credit already issued, or committed to, prior to such termination. Any amendment or replacement shall supersede this Agreement with respect to Credits already issued or committed to, unless such amendment or replacement states otherwise.

(o) This Agreement, as supplemented by the laws, rules and customs incorporated herein by subpart (g) to this part, and as supplemented by the terms of any Application, constitutes the entire understanding between Bank and Applicant with respect to the matters treated herein, and specifically supersedes any prior or contemporaneous oral agreements.

(p) Bank is authorized, but not obligated, to record electronically or otherwise any telephone and other oral communications between Bank and Applicant. Any phone number Applicant provides may be used to contact Applicant. By providing a mobile number, Applicant consents to receiving communications at that number that may include prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Bank and our affiliates and agents. These calls and messages may incur access fees from your cellular provider.

(q) All terms and conditions on the attached Schedule 1, and any replacement Schedule 1 are hereby incorporated herein. Applicant may change the provisions of Schedule 1 by executing and delivering a new Schedule 1 to Bank.

(r) In the event Applicant submits an Application or other instruction by facsimile transmission, or by email or other electronic transmission (each, an "Imaged Document"), Applicant agrees: (i) each Imaged Document shall be deemed to be an original document and shall be effective for all purposes as if it were an original; (ii) Applicant shall retain the original of any Imaged Document and shall deliver it to Bank upon request; (iii) if Applicant sends Bank a manually signed confirmation of an Imaged Document, Bank shall have no duty to compare it to the previously received Imaged Document nor shall it have any liability or duty to act should the contents of the written confirmation differ therefrom; (iv) any manually signed confirmation of an Imaged Document must be conspicuously marked "Previously transmitted", and Bank will not be liable for issuance of duplicate Credits or amendments thereto that result from Bank's receipt of confirmations not so marked; and (v) because Bank cannot always determine whether a particular facsimile email or electronic request is valid, Applicant shall have sole responsibility for the security of using facsimile, email or electronic transmissions and for any authorized or unauthorized Imaged Document received by Bank, purportedly on behalf of Applicant. Notwithstanding the above, Bank is under no obligation to accept any Application or instruction sent by facsimile, email or other electronic transmission,

(s) If Applicant elects to send or receive instructions or reports to or from Bank via unsecured electronic means, including, without limitation, facsimile transmission, voicemail, unsecured e-mail or other unsecured electronic or telephonic methods ("Electronic Transmission"), Applicant acknowledges that such Electronic Transmissions are an inherently insecure communication method due to the possibility of error, delay and observation or receipt by unauthorized personnel. Bank may rely in good faith on Applicant's instructions regarding how and to what number or e-mail address Electronic Transmissions from Bank should be sent and may rely on any Electronic Transmission that it reasonably believes to have been initiated by the Applicant. Should Applicant elect to send or receive unsecured Electronic Transmissions to or from Bank, Applicant assumes all risks, and Bank shall not be liable for any loss that results from the non-receipt, disclosure, alteration or unauthorized access of any such unsecured Electronic Transmission.

(t) To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account, Bank will ask each person in a financial transaction their name, address and other information that will allow Bank to identify such person. Bank may also ask to see other documents that substantiate a person's identity.

(u) This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or portable document format (.pdf) shall be effective as delivery of a manually executed counterpart of this Agreement.

(v) Applicant shall deliver to the Bank, no later than 180 days after its fiscal year end, annual audited financial statements, in form and substance reasonably satisfactory to the Bank.

8. Jury Trial Waiver.

To the fullest extent permitted by law, Bank and Applicant hereby waive trial by jury in any judicial proceeding involving, directly or indirectly, any matter (whether in tort, contract or otherwise) in any way arising out of, related to or connected with any Credit or this Agreement. Bank and Applicant represent and warrant to each other that this jury trial waiver is knowingly, willingly and voluntarily given.

9. **IMPORTANT NOTICE.**

ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING PREPAYMENT OF A DEBT INCLUDING VERBAL PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE.

Applicant acknowledges receipt of a completed copy of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the day and year first above written.

APPLICANT:

BANK:

U.S. BANK NATIONAL ASSOCIATION

By:_____

By:_____

Name:

Name:

Title:

Title:

SCHEDULE 1

**AUTHORIZATION
CONTINUING REIMBURSEMENT AGREEMENT FOR
LETTERS OF CREDIT**

The provisions of this Schedule 1 are hereby incorporated into and made a part of the Continuing Reimbursement Agreement for Letters of Credit ("Agreement") executed by and between **U.S. BANK NATIONAL ASSOCIATION**, ("Bank") and ("Applicant"), dated _____. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Agreement.

1. In addition to those authorized through U.S. Bank Global Trade or other electronic letter of credit application system offered by Bank, if applicable, any one of the persons whose name, title and signature appears below is authorized to give instructions to Bank and to execute and/or transmit Applications, requests for amendments, requests for extensions and other communications of any nature regarding any Credit issued by Bank for Applicant.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. In addition to those authorized through U.S. Bank Global Trade or other electronic letter of credit application system offered by Bank, if applicable, the following persons are entitled to waive discrepancies contained in documents presented under a Credit. (Applicant understands that upon any such waiver, Applicant is obligated to reimburse Bank to the same extent as if the documents fully complied with the terms of the Credit.):

NAME	TITLE	TELEPHONE NUMBER
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. Bank is instructed to automatically deduct from Account No. _____ all amounts which become due under the Agreement.

4. This Schedule 1 shall be effective upon receipt by Bank. Bank may rely on this Schedule I until it has been revoked in writing by Applicant and Bank has a reasonable opportunity to act on any such revocation.

APPLICANT:**BANK:****U.S. BANK NATIONAL ASSOCIATION**

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date: