

TERMS AND CONDITIONS PERTAINING TO APPLICATION FOR COMMERCIAL CREDIT

1. Payments to You: (a) Drafts or Acceptances Payable in U.S. Funds. We will pay you, in lawful U.S. Funds at your office, the amount of (i) sight drafts, on demand or, at your request, in advance, and (ii) acceptances, on demand, but in any event at maturity or in time to reach the place of payment, if no said office, in the ordinary course of mail, at maturity.

(b) Drafts or Acceptances Payable in Foreign Currency. We will pay you at said office (i) the equivalent in lawful U.S. funds of the amount of sight drafts, on demand, at your then selling rate of exchange for cable transfers to the place of payment in the currency of the draft, (ii) the amount of acceptances, on demand, but at least in time for cover to reach the place of payment in the ordinary course of mail at maturity, either in lawful U.S. funds on the basis provided in (i) above or, at your request, in first class banker's demand bills of exchange satisfactory to you payable in the currency of the acceptance and endorsed by it. In the absence of such current exchange rate, we will pay you, on demand, lawful U.S. funds sufficient, in your sole judgment, to meet your obligations, to be applied thereto or, at your option, held as security therefor, and also any additional amount necessary for settlement thereof, however and whenever made, including interest where chargeable.

(c) Documents Without Drafts. If the Credit provides for presentation of documents without drafts, references herein to drafts, acceptances, documents relative thereto or payments or acceptances thereof shall refer to documents presented for payment without drafts, documents relative thereto and payment against or acceptances of the same, and all rights and obligations hereunder shall be the same as though drafts had accompanied such documents.

(d) Commissions, Interest and Other Charges. We will pay to you, on demand, your commissions, all charges and expenses paid or incurred by you (including expenses of collection, or of exercise of your rights hereunder as to security or otherwise, and legal fees), any correspondents' charges, and interest where chargeable. Telegraphic or mail advice from your correspondents of payments, acceptances or other action effected under the Credit shall be presumptive evidence of the facts therein stated and of our liability to reimburse you in the above manner.

2. Administrative Agreements: (a) Applicable Standards. This agreement, the Credit and all transactions thereunder are subject to the "Uniforms Customs and Practice for Documentary Credits" of the International Chamber of Commerce, as adopted from time to time. Except as otherwise expressly provided, you and/or your correspondents may, to the extent that you or they deem appropriate:

(i) consider applicable to the Credit and any or all transactions thereunder any laws, regulations, customs, or usages, foreign or domestic, deemed appropriate and not inconsistent with said "Uniform Customs and Practice for Documentary Credits";

(ii) accept as "bill of lading" documents acknowledging receipt of property, for transportation by or on behalf of carriers, and, as "steamer bills of lading," such documents of carriers whether or not the entire transportation is by water;

(iii) accept bills of lading not marked notify the account party named in the Credit or not indicating the letter of credit number notwithstanding anything herein specified to the contrary.

(b) Discrepancies. We will inform you promptly whether or not discrepancies reported by you to us are waived.

(c) Insurance. We will cause the property covered by the Credit to be adequately insured in amounts, against risks and by companies satisfactory to you, assign the policies or certificates thereof to you or make loss payable to you, at your option, and furnish you upon request evidence of compliance with the foregoing. If you at any time deem such insurance inadequate for any reason, you may procure such insurance as you deem necessary, at our expense.

(d) Compliance with Regulations. We will procure promptly necessary import, export or shipping licenses for the property covered by the Credit, comply with all governmental regulations, foreign or domestic (including exchange regulations) with regard thereto or the financing thereof, and furnish to you, at your request, certificates evidencing the foregoing, and on demand, pay to you, any amount(s) you may be required to expend in respect thereto.

(e) Release of Property or Documents-Trust Receipts. If you deliver to us or upon our order any of the property, documents or instruments relative to the Credit, or held by you as security hereunder, prior to payment in full or all of our obligations secured thereby, we will deliver to you trust receipts therefor, or other security agreements and statements of trust receipt financing, or other financing statements, complying with applicable law and in such form as you may request, and pay all necessary filing fees, it being understood that any such delivery is made in reliance upon this agreement and that your rights specified herein shall be in addition to your rights under any such applicable law, trust receipt or security agreement. Upon any transfer, sale, delivery, surrender or endorsement of any document or instrument at any time held by you, or for your account by any of your correspondents, relative to the Credit, on trust receipt or otherwise, we will indemnify and hold you, and any such correspondent, harmless from and against each and every claim, demand, action or suit asserted by reason thereof.

(f) Responsibility of You and Your Correspondents. Neither you nor any of your correspondents shall be responsible for:

(i) any acts or omissions of any beneficiary of the Credit or transferee of the Credit, if transferable;

(ii) the existence, nature, amount, condition, or delivery of the property purporting to be represented by documents or any variance from descriptions therein;

(iii) the nature, validity, form, sufficiency, genuineness or collectibility of any documents (including insurance), or instruments, or of any endorsement thereon, or the relationship of any issuer thereof to the property;

(iv) any irregularity in connection with shipment, including any default, oversight or fraud by the shipper and/or any others in connection with the property or documents or the shipment, non-shipment or transmittal thereof, or delay in arrival thereof, failure to arrive, or failure to give notice of shipment or arrival thereof, or goods going into General Order;

(v) failure of any draft to bear any reference or adequate reference to the Credit, or failure of documents to accompany any draft at negotiation, or failure of any person to surrender or to 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;

(vi) errors, omissions, interruptions or delays in transmission or delivery of any messages, however sent and whether or not in code or cipher;

(vii) any act or omission or insolvency or failure in business of any other person (including any correspondent); and

(viii) without limiting the foregoing, any act or omission in good faith. We will indemnify and hold you harmless from all loss, damage, liability or expense by reason of any act or omission pursuant to our instructions or otherwise arising from or in connection with the Credit and the occurrence of any one or more of the above contingencies shall not affect or impair your rights and powers hereunder of our obligation to reimburse you hereunder.

3. Security Agreements: (a) Nature of Security and Obligations Secured. As security for the performance of all our obligations of every kind to you, present or future, due or to become due, absolute and contingent, arising hereunder or otherwise (hereinafter called "our obligation"), we hereby assign, pledge and give you a lien upon, and the right of possession and disposal of:

(i) all documents or instruments accompanying or relative to drafts under the Credit and all property shipped, stored or otherwise disposed of in connection with the Credit or in any way relating thereto and all proceeds of the foregoing;

(ii) all our rights and causes of action against all parties arising from or in connection with the contract of sale or purchase of the property covered by the Credit, or any guarantees, agreements or other undertakings (including those in effect between us and any account party named in the Credit), credits, policies of insurance or other assurances in connection therewith; and

(iii) all property, rights, choses in action, claims and demands of every kind (including deposit balances) now or hereafter belonging to us and which may now or hereafter be in the possession, custody or control of, or in transit to or set apart for, you, your agents or correspondents for any purpose. We agree at any time or from time to time, upon your demand, to furnish you with additional security to your satisfaction. We further agree to execute such financing statements and other writings as shall be necessary to perfect and maintain your security interest

the aforesaid property and to pay all costs of filing financing, continuation and termination statements with respect to such security interest, and where the applicable law permits, we hereby authorize you to file any such financing statements.

(b) *Dealing With Security.* You may at any time or times into your or your nominee's name all or any part of such security, before or after maturity of any of our obligations and without any notice to us or any other person. Whenever you deem it necessary for your or our protection, or after an Event of Default specified in Section 4, or other default, you shall thereupon have, in addition to all other rights and remedies under applicable law, the rights and remedies of a secured party under Uniform Commercial Code of Florida, and may, without regard to such maturity, realize upon (by sale, assignment, setoff, application or otherwise) all or any part of such security, in each case without advertisement, notice to, tender, demand or call of any kind upon us or any other person, except that, unless such security is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, you shall give us five days' prior written notice of the time and place of any public sale thereof or of the time after which any private sale or other intended disposition thereof is to be made. Any such sale or assignment may be public, private or upon any broker's board or exchange, for cash, on credit or for future delivery, and at such price and upon such terms and conditions as you deem appropriate. For this purpose, you may, so far as we can give authority therefor, enter upon any premises on which such security or any proceeds thereof may be situated and remove the same therefrom, or require that such security or proceeds be made available to you at a place or places reasonably convenient to us both. You may acquire all or any part of such security and any purchaser shall hold same free from any equity of redemption or other claim or right on our part, which are hereby specifically waived and released. You may discount, settle, compromise, or extend any obligations constituting such security, and sue thereon in your or our name. However, you shall not be liable for failure to collect or demand payment of, or protest or give notice of non-payment of, any obligation(s) included in such security or part thereof, of for any delay in so doing, nor shall you be under any obligation to take any action whatever in respect to such security or any part thereof. Any demands, tenders, calls, or notices to us shall be deemed duly made or given as of the time left at our last known address, or mailed, telegraphed, telephoned, or otherwise sent to such address. No advertising, notice, tender, demand, or call at any time given or made shall be a waiver of your right to proceed in the same or other instances without any further action.

(c) *Application of Proceeds.* Proceeds of any such security shall be applied, without any marshalling of assets, but after deducting the reasonable expenses of retaking, holding, preparing for sale, selling and the like and the reasonable attorney's fees and legal expenses incurred by you, in such manner or order as you may deem proper, to any one or more of our obligations, whether or not due, and you may retain any amounts necessary, in your sole judgment, to meet any contingent obligations, future maturing obligations or, where appropriate, to finance future transactions on a revolving or non-revolving basis.

(d) *Preservation of Other Rights.* No receipt of, realization upon, release or substitution of, or other dealing with, any such security shall affect your rights or liens hereunder.

4. *Acceleration in Event of Default.* On the non-performance of any of the promises herein contained or contained in any security document or other agreement delivered by us to you (and your opinion as to the existence of such non-performance shall be conclusive and binding upon us), or if default shall occur in the punctual payment of any sum payable hereunder, or if we, or any obligor, maker, endorser, acceptor, surety or guarantor of, or any other party to, any obligation to you, or such security (each and all of whom, including us, are included in the word "them" as hereinafter used in this paragraph) shall default in respect to any obligation (present or future, absolute or contingent, secured or unsecured, matured or unmatured, several or joint, original or acquired) of any of them to you, or upon the failure of any of them to furnish additional security to your satisfaction as provided in any pertinent security agreement, or in the event any of them (being an individual) shall die or (being a partnership or corporation) shall be dissolved, or in the event of the death or suspension of the usual business activities of any member of any partnership included in the word "them" or if insolvency be imminent or threatened in respect to any of them, or in the event any of them shall become insolvent, commit an act of bankruptcy, make an assignment for the benefit of creditors, or upon the institution by or against any of them of proceedings under any state insolvency laws, or if any of them shall call a meeting of creditors, appoint a committee of any creditors, or a liquidating agent, or offer to, or receive from, any creditors a composition or extension of any of their indebtedness, or make, or send notice of a intended bulk sale, or assign, pledge or mortgage any account receivable or other property or suspend payment, or wholly or partly suspend or liquidate their usual business, or be expelled or suspended from any exchange, or fail after demand, to furnish any financial information or to permit inspection of books or records of account, or make any misrepresentation to you for the purpose of obtaining credit or any extension of credit, or fail to pay any tax, or fail to withhold, collect or remit any tax or tax deficiency when assessed or due, or fail to pay any obligations whether in writing or not, or if any proceedings in bankruptcy, or any proceeding, suit or action (at law, in equity, or under any of the provisions of the Bankruptcy Act or amendments thereto) for adjudication as a bankrupt, reorganization, composition, extension, arrangement, wage-earners' plans, receivership, liquidation or dissolution shall be begun by or against any of them, or in the event of the application for the appointment, or the appointment, in any jurisdiction, at law or in equity, of any receiver, conservator, rehabilitator, or similar officer, or committee of, or of any of the property of, any of them, or if any tax assessment is made by the United States or any state, or a judgment shall be recovered, or a warrant of attachment, or an injunction shall be issued against, or against any of the property of, any of them, or if, at any time, in your sole opinion, the financial responsibility of any of them shall become impaired or unsatisfactory to you, or if the condition or affairs (financial, business or otherwise) of any of them shall so change as in your sole opinion (which shall be conclusive in the matter) shall impair your security or increase your credit risk, then, in any such event (herein called an "Event of Default") all of the obligations of us and each of them to you shall immediately mature and become forthwith due and payable without demand or notice and notwithstanding any time or credit allowed under any instruments evidencing such obligations.

5. *Construction and Interpretation.* This application shall be governed by and construed in accordance with Florida law, except as otherwise herein provided or left to your discretion. Headings are for convenience and shall not influence such construction or interpretation. The words "we", "our," and "us" shall be read, it the undersigned be an individual, as "I", "my," and "me," as the case may be.

6. *No Waiver; Remedies Cumulative.* Failure to exercise and/or delay in exercising on your part, any right, power or privilege hereunder or under any trust receipt or security agreement (including the right to accounting) shall not constitute a waiver thereof, nor shall any single or partial exercise of any thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No provision hereof shall be deemed to have been waived unless you or your authorized agent shall have signed such waiver in writing, nor shall any such waiver, unless otherwise expressly stated therein, be applicable to any matters occurring subsequent to the date thereof or to any continuance of the matters waived after such date. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

7. *Modification of Credit and/or Refinancing of Transactions Effected Thereunder.* In case of any extension or renewal of the Credit, increase or other modification of its terms, or the further financing or refinancing for us of any transaction effected under the Credit as, for example, on a temporary advance, banker's acceptance, loan or other financing basis, with or without further documentation or agreement, this agreement shall continue to be binding upon us in all respects with regard to the Credit as so extended, renewed, increased, or modified and to any transaction so financed or refinanced.

8. *Binding Effect; Waiver of Trial by Jury, Defense, Offsets or Counterclaims.* This agreement shall be binding upon the undersigned, the heirs, executors, administrators, successors and assigns of the undersigned, and shall inure to the benefit of, and be enforceable by you, your successors, transferees and assigns. If this agreement should be terminated or revoked by operation of law, the undersigned will indemnify and save you harmless from any loss which may be suffered or incurred by you in acting hereunder prior to or subsequent to the receipt by you, your successors, transferees or assigns, of notice of such termination or revocation. In any party hereto shall be a partnership, this agreement shall remain in force and applicable notwithstanding any change in the individuals comprising the partnership and shall include any altered or successor partnership, but the predecessor partnership and their partners shall not thereby be released from any liability.

We hereby waive the right to trial by jury in any action or proceeding between us and further waive the right in any such action or proceeding any defenses, offsets or counterclaims which we may have.

JOINT SIGNATURE AGREEMENT

In consideration of your establishment of the Credit substantially as applied for herein, it is further agreed that this application shall be joint and several application of the undersigned and all property referred to in this application as belonging to the applicant shall be understood to refer to the joint property of any or all of the several applicants as well as to the individual property of each of them. The happening of any Event of Default as specified in Section 4 of this application with respect to any one of the applicants shall mature the obligations of all applicants. A demand made on any applicant pursuant to Section 1(b) of this application shall fix the exchange rate to all applicants.

It is agreed that _____ shall appear in the Credit as account party and that _____ has the exclusive right to issue all instructions on any and all matters relating to the Credit, including, without limitation, instructions as to disposition of documents and any unutilized funds, waiver of discrepancies, and to agree with you upon any amendments, modifications, extensions, renewals, or increases in the Credit or the further financing or refinancing of any transaction effected thereunder or any other matter. You may release on trust receipt to _____ any or all of the documents or merchandise received by you in respect to any drafts drawn or shipments made under the Credit for such purposes as you, in your sole

JOINT APPLICANT:

JOINT APPLICANT:

BY: _____

BY: _____

JOINT APPLICANT:

JOINT APPLICANT:

BY: _____

BY: _____



AUTHORIZATION AND AGREEMENT OF A CCOUNT PARTY.



Gentlemen:

We hereby joint in the request of the applicant to issue the Credit described on page 1 with our name appearing as account party.

In consideration of your issuing the Credit in this form it is agreed that the applicant has exclusive right to issue all instructions relating to the Credit including, without limitation, instructions as to disposition of documents and any unutilized funds, waiver of discrepancies, and to agree with you upon any amendments, modifications, extensions, renewals, or increases in the Credit or the further financing or refinancing of any transaction effected thereunder or any other matters irrespective of whether the same may now or hereafter affect our rights or those of our successors or assigns.

ACCOUNT PARTY:

ACCOUNT PARTY:

BY: _____

BY: _____

ACCOUNT PARTY:

ACCOUNT PARTY:

BY: _____

BY: _____

(Where specimen signatures of the above Account Party are not on file with Pacific National Bank the following signature verification is required.)

The above signature of an officer, partner or agent of the Account Party indicated above conforms to that on file with us and such officer, partner or agent is fully authorized to sign for such Account Party.

Bank

BY: _____