

ADDITIONAL TERMS AND CONDITIONS:

1. ALL COMMISSIONS, FEES, COSTS, AND OTHER BANKING CHARGES WILL BE BORNE BY THE APPLICANT.
2. THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS, 2007 REVISION - ICC PUBLICATION NO. 600, [AS SUPPLEMENTED BY THE eUCP VERSION 2.0](#), OR ANY SUCCESSOR PUBLICATION THERETO (THE “eUCP”). AS TO MATTERS NOT GOVERNED BY THE eUCP, THIS LETTER OF CREDIT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE [COMMONWEALTH OF PENNSYLVANIA; STATE OF NEW YORK], INCLUDING, TO THE EXTENT NOT INCONSISTENT WITH THE eUCP, THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN THE [COMMONWEALTH OF PENNSYLVANIA; STATE OF NEW YORK].
3. ARTICLE 36 OF THE eUCP AS IT APPLIES TO THIS LETTER OF CREDIT IS MODIFIED AS FOLLOWS: IF, ON THE LAST BUSINESS DAY FOR PRESENTATION THE PLACE FOR PRESENTATION STATED IN THIS LETTER OF CREDIT IS CLOSED FOR ANY REASON, THEN THE LAST DAY FOR PRESENTATION IS AUTOMATICALLY EXTENDED TO THE DAY THAT IS TEN (10) CALENDAR DAYS AFTER THE PLACE FOR PRESENTATION RE-OPENS OR THE ISSUER NOTIFIES THE BENEFICIARY OF AN ALTERNATIVE PLACE FOR PRESENTATION, WHICH ALTERNATIVE MUST BE IN THE UNITED STATES.
4. THIS LETTER OF CREDIT MAY NOT BE AMENDED, CHANGED OR MODIFIED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE BENEFICIARY AND THE ISSUER.
5. THE BENEFICIARY SHALL NOT BE DEEMED TO HAVE WAIVED ANY RIGHTS UNDER THIS LETTER OF CREDIT, UNLESS, AND THEN ONLY TO THE EXTENT THAT, THE BENEFICIARY OR AN AUTHORIZED AGENT OF THE BENEFICIARY SHALL HAVE SIGNED A DATED WRITTEN WAIVER EXPRESSLY WAIVING SUCH RIGHT OR RIGHTS. NO SUCH WAIVER, UNLESS EXPRESSLY SO STATED THEREIN, SHALL BE EFFECTIVE AS TO ANY TRANSACTION THAT OCCURS SUBSEQUENT TO THE DATE OF THE WAIVER, NOR AS TO ANY CONTINUANCE OF ANY BREACH OR NON-COMPLIANCE AFTER THE WAIVER.
6. A FAILURE TO MAKE ANY DRAWINGS AT ANY TIME SHALL NOT IMPAIR OR REDUCE THE AVAILABILITY OF THIS LETTER OF CREDIT IN ANY SUBSEQUENT PERIOD OR OUR OBLIGATION TO HONOR ANY

SUBSEQUENT DEMAND OR DEMANDS FOR PAYMENT MADE IN
ACCORDANCE WITH THE TERMS OF THIS LETTER OF CREDIT.

AUTHORIZED SIGNATURE: _____

TITLE: _____

PLEASE DIRECT ANY CORRESPONDENCE (OTHER THAN DRAFTS,
DOCUMENTS OR OTHER COMMUNICATIONS REGARDING PRESENTMENT
OR NOTICES REGARDING REJECTION OR NON-RENEWAL) TO:

[BANK NAME, EMAIL ADDRESS AND PHONE NUMBER]