

To: UNITI BANK

In consideration of your opening at our request a standby letter of credit ("Credit") the terms of which appear on the reverse side hereof, we hereby agree with you as follows:

1. We shall pay you upon demand in United States currency all moneys paid by you or your correspondents or for which you or your correspondents become liable under or pursuant to said Credit, including under drafts paid by you or your correspondents, together with interest, commission and all customary charges thereon, we also authorize you to charge any of our accounts with you for all such moneys so paid or for which you or your correspondents become liable we agree at least one day before same is due to provide you with funds to meet all disbursements or payments of any kind or character, together with commission interest and charges, which you or your correspondents become liable or to which you or your correspondents are entitled under or in relation to said Credit: provided, however, that, if any amounts paid or payable under or in respect of said Credit are in any currency other than United States currency, the amounts payable or provided by us to you or chargeable by you hereunder may be, at your election, either in such other currency computed at the rate you would at the time sell such other currency for United States currency.

2. We hereby convey, and grant to you a security interest in all goods, documents, instruments, general intangibles and other property, including without limitation certificates of deposit, passbooks, deposit accounts, stocks, bonds, and other securities which shall come into your control or possession or that of any of your correspondents as a result of the opening of, or in connection with any transactions under, said Credit as security for any and all of our obligations hereunder. Upon default by us in any of the undertakings set forth in this agreement, you are authorized to sell or otherwise turn to account, under the provisions of the Uniform Commercial Code of the State of California and other applicable laws, any or all of said collateral, in the event of deficiency, we will pay the same to you immediately, in the event of any surplus you shall pay the same to us or to the persons entitled thereto. In the event such collateral should suffer any decline in value we shall upon demand deliver to you additional collateral to your satisfaction. In event of commencement of suit by you to enforce payment of our obligations hereunder, we shall pay to you such attorney's fees as the Court may adjudge reasonable.

3. In the event of default in respect of any payment due under this Agreement, or in the event of the death, insolvency, dissolution or termination of the existence of any of us, or should any bankruptcy or similar proceeding be filed by or against any of us, the amount of said Credit, as well as any and all other amounts then or to become payable to you hereunder ("Other Amounts"), together with interest thereon, shall, to the extent not theretofore paid to you become immediately due and payable, and if at the time of any such event said Credit is still in effect and not completely drawn against or Other Amounts are not paid, we shall upon demand, pay to you, for application to drawings under said Credit or payment of such Other Amounts the entire amount which has not been drawn or paid Any amount so paid shall be repaid to us without interest when it is finally determined by you that we have fully discharged our obligations hereunder.

4. Neither you nor your correspondents shall be in any way responsible for performance by any beneficiary of its obligations to us, nor for the form, sufficiency, correctness, genuineness, authority of persons signing, falsification or legal effect of any documents called for under said Credit if such documents on their face appear to be in order, and advice of a

drawing under said Credit from the pay or shall be sufficient evidence of a drawing under said Credit to be binding upon us for the purpose of this Agreement.

5. Subject to the law and customs and practices of the trade, existing in the area where the beneficiary is located, said Credit shall be subject to, and performance by you. Your correspondent and the beneficiary thereunder shall be governed by the "Uniform Customs and Practice for Documentary Credits (2007 Revision). International Chamber of Commerce Publication No. 600" or by subsequent Uniform Customs and Practice fixed by subsequent congresses of the International Chamber of Commerce.

6. All directions and correspondence relating to said Credit are to be sent at our risk and you do not assume any responsibility for any inaccuracy, interruption, error or delay in transmission or delivery by post, telegraph or cable, or for any inaccuracy of translation.

7. In the event of any extension of the maturity or time for presentation of drafts, acceptance of documents, or any other modification of the terms of said Credit, at the request of any of us with or without notification to the others, or in the event of any increase in the amount of said Credit at our request, this Agreement shall be binding upon us with regard to said Credit so increased or otherwise modified, to drafts, documents and property covered thereby, and to any action by you or any of your correspondents in accordance with such extension, increase or other modification.

8. You may, in your discretion, arrange for the direct or indirect participation by other financial institutions in the insurance of said Credit or provide for the assignment or transfer to and assumption by other financial institutions of all or some portion of your liability under said Credit; and you may assign or transfer this Agreement or all or any portion of your rights hereunder, and any instrument(s) evidencing all or any portion of your liability under said Credit, and you may deliver all or any of the property then held as security for our obligations hereunder, to the assignee(s) or transferee(s) who shall thereupon become vested with all the powers and rights in respect thereto given you herein or in the instrument(s) assigned or transferred, and you shall thereafter be forever relieved and fully discharged from any liability or responsibility with respect thereto, but you shall retain all rights and powers hereby given with respect to any and all instrument(s), rights, or property not so assigned or transferred.

9. If the application and Agreement (Standby Letter of Credit) is signed by one party, terms in the plural shall be read in the singular, as appropriate, if signed by two or more parties, this Agreement shall be the joint and several agreements of such parties.

10. This Agreement shall become effective upon its receipt and acceptance by you, shall be governed by the laws of the State of California. United States of America, in all respects including (without limitation) matters of title, construction, validity, performance and discharge, and shall be binding upon us and our successors, assigns, and legal representatives and shall not be waived, altered, modified or amended as to any of its terms or provisions, except as you may consent thereto in writing, and, no assignment, or other transfer of all or any of our or the beneficiary's rights hereunder or under said Credit, whether with regard to any property or otherwise, may be made without your prior consent in writing.