

Standby Letter of Credit Letter of Indemnity
(For Instruments Subject to ISP98)

Date: _____

TO: MUFG Bank, Ltd.

FROM: _____ (the "Obligor")

The Obligor hereby acknowledges and agrees that the provisions of this Letter of Indemnity ("this Indemnity") shall apply in relation to any Standby Letter of Credit or Standby Letter of Guarantee (each a "Letter") subject to the International Standby Practices of the International Chamber of Commerce (ICC) Publication No. 590, 1998 Edition ("ISP98") including, but not limited to, instruments commonly known as "Counter Standbys" requesting a beneficiary thereof to issue a Letter, issued by MUFG Bank, Ltd. (the "Bank") at the request of the Obligor from time to time pursuant to the Bank's General Security Agreement relating to the Import and Export of Goods, Agreement on Guarantee of Payment and/or any other agreements which is/are applicable to issuance of a Letter (each an "Agreement" which expression shall include any supplement and amendment to an Agreement and any substitute of an Agreement). The Obligor agrees that the provisions of this Indemnity will be in addition to the provisions of those Agreements and in the case of inconsistency in relation to any Letter, the provisions of this Indemnity shall prevail in relation to such Letter.

1. If a beneficiary of a Letter has presented to Bank a draft and other documents (each a "Document") associated with the Letter for an honor (i.e., acceptance of a draft, payment at sight, payment at maturity after accepting a draft or incurring a deferred payment obligation) (each a "Presentation"), the Bank may, without prior notice to the Obligor, (a) determine that the Documents comply with the Letter and honor the Presentation by payment, acceptance or otherwise or (b) determine that the Documents do not comply with the Letter and dishonor the Presentation.
2. The Obligor will: (a) promptly respond to the Bank's inquiries about a Presentation if Bank determines that a Document does not comply with a Letter issued by Bank and, waive any objection to the Bank's honor or dishonor of a Presentation if no such response is promptly forthcoming; and (b) indemnify the Bank against any loss, cost or damage of any nature which the Bank determines, in its sole discretion, to be associated with the Presentation. The Bank is authorized to dishonor a Presentation on its reasonable belief that dishonor is appropriate despite the Obligor's timely response instructing Bank to honor it, and this Indemnity remains in effect in any such event.
3. If the last day for Presentation under a Letter is automatically extended by ISP98 Sub-Rule 3.14, the Bank is authorized to honor the Presentation made after the last day for Presentation originally stated in the Letter but during such extension, and the Obligor will pay immediately upon Bank's reimbursement request.
4. The Obligor will reimburse the Bank immediately upon its request after the Bank honors a Presentation despite the provisions of ISP98 Sub-Rule 5.09 and regardless of any defect in the Presentation. Reimbursement obligations will include the original amount for payment as well as interest due to any delay in payment for a period after the payment date, expenses associated with honoring a Presentation and all other costs and

expenses which the Bank incurs in exercising its rights against the Obligor.

5. If a Letter which is issued against a Counter Standby is not subject to ISP98, the corresponding Counter Standby will continue to be valid even after the last day for Presentation under the Letter until Bank confirms that the Letter has been cancelled. The Obligor's reimbursement obligation to Bank will continue in effect and include the amount of any Bank guarantee fees.
6. If a Letter is subject to automatic amendment providing for an increase or decrease in the available amount or an expiration extension or similar act in accordance with ISP98 Sub-Rule 2.06, the Obligor will promptly deliver to the Bank an Application for Amendment of Standby at a time before every such automatic amendment. However, failure of the Obligor to deliver such Application for Amendment of Standby will not affect the Obligor's reimbursement and other obligations in relation to the Letter under this Indemnity and the Agreement.
7. The Obligor agrees that the Bank is authorized to refuse a request consistent with ISP98 Sub-Rule 3.09 to extend a Letter's expiry or payment date of any amount available under the Letter even if the Obligor has agreed to it.
8. The Obligor will not object to the fulfillment by the Bank of its payment obligations under a Letter in compliance with; (a) ISP98 Sub-Rule 6.05 for payment made to the transferee of the Letter; (b) ISP98 Sub-Rule 6.10 for payment made to the assignee of the Letter; or (c) ISP98 Sub-Rule 6.14 for payment made to the successor of the Letter by operation of law. The Obligor's reimbursement obligations arising from the Agreement shall continue in effect.
9. All other ISP98 Rules will apply in relation to each Letter to the extent not inconsistent with any provision of this Indemnity or any Agreement.
10. This Indemnity shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong"). The Obligor hereby submits to the jurisdiction of the courts of Hong Kong but it shall be open to the Bank to enforce this Indemnity in the courts of any other competent jurisdiction. The Obligor shall, upon request, nominate an agent with an address in Hong Kong to accept service of any legal process in Hong Kong on its behalf.

Yours faithfully,

Obligor's Authorised Signature