

IRREVOCABLE STANDBY LETTER OF CREDIT

Letter of Credit No: _____

Date: _____

Date of Expiry: _____

Beneficiary:

Account Party:

5400 Westheimer Court
Houston, TX 77056

Attn: Credit Director

_____ (“Issuing Bank”) hereby establishes this Irrevocable and Transferable Standby Letter of Credit No. _____ in favor of _____ (“Beneficiary”) for the account of _____ (“Account Party”) for the aggregate amount of up to \$_____ available to Beneficiary by presenting sight draft(s) to Issuing Bank when accompanied by a signed and dated statement by an authorized representative of Beneficiary certifying one or more of the following, as applicable:

1. “The amount drawn herein is to satisfy obligations of Account Party between Beneficiary and Account Party. Wherefore, the undersigned Beneficiary does hereby demand payment of \$_____. Beneficiary further certifies that supporting documents when required were presented to Account Party and that Account Party has not satisfied its obligations.” And / or
2. “This Letter of Credit will expire in less than thirty (30) days and Beneficiary has not received an extension of said Letter of Credit or other acceptable replacement collateral from Account Party. Wherefore, the undersigned Beneficiary does hereby demand payment of \$_____. Upon timely receipt of an amendment extending this Letter of Credit, this drawing is to be considered automatically rescinded.” And / or
3. “Issuing Bank no longer has one of the following: a long-term senior unsecured debt rating of at least “A-” by Standard & Poor’s Rating Group, or a long-term senior unsecured debt rating of at least “A3” by Moody’s Investor Services, Inc., and Account Party has not caused a replacement Letter of Credit from an alternate financial institution acceptable to Beneficiary to be issued to Beneficiary. Wherefore, the undersigned Beneficiary does hereby demand payment of \$_____.”

SPECIAL TERMS AND CONDITIONS

1. Partial and multiple drawings are allowed hereunder. The amount that may be drawn by Beneficiary under this Letter of Credit shall be automatically reduced by the amount of any payments made through Issuing Bank referencing this Letter of Credit.
 2. This Letter of Credit shall automatically extend without amendment for periods of one year each from the present or any future expiry date unless Issuing Bank notifies Beneficiary in writing at least sixty (60) days prior to such present or future expiry date, as applicable, that Issuing Bank elects not to further extend this Letter of Credit.
 3. This Letter of Credit is transferable without charge any number of times, but only in the amount of the full unutilized balance hereof and not in part and with the approval of Account Party which consent shall not be unreasonably withheld, conditioned or delayed.
 4. The term "Beneficiary" includes any successor by operation of law of the named beneficiary to this Letter of Credit, including, without limitation, any liquidator, any rehabilitator, receiver or conservator.
 5. Presentations for drawing may be delivered in person, by mail, by express delivery, or by facsimile.
 6. All Bank charges are for the account of Account Party.
 7. Article 36 under UCP 600 is modified as follows: If the Letter of Credit expires while the place for presentation is closed due to events described in said Article, the expiry date of this Letter of Credit shall be automatically extended without amendment to a date thirty (30) calendar days after the place for presentation reopens for business.
 8. Typographical errors are acceptable in all documents presented by the Beneficiary so long as the typographical errors do not affect the value of the credit.
 9. Issuing Bank hereby agrees with Beneficiary that documents presented for drawing in compliance with the terms of this Letter of Credit will be duly honored upon presentation at Issuing Bank's counters if presented on or before the expiry date.
 10. Unless otherwise expressly stated herein, this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits ("UCP"), 2007 Revision, International Chamber of Commerce Publication No. 600. Matters not covered by the UCP shall be governed and construed in accordance with the laws of the state of New York.
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ISSUING BANK SIGNATURE