

Letters of Credit Department (904)
PO Box 362708
San Juan, PR 00936-2708
Swift Address: BPPRRSX
Tel. (787) 751-9800, Ext. 313187; Fax (787) 281-4158

Irrevocable Documentary Credit Application

Letter of Credit Department (904) Loan ID. _____
Señorial Center
Ave. Lomas Verdes, PR177 int. PR52
San Juan, PR 00926

Unit _____ Mailing Code _____ Cost Center _____ Application Date _____

Employer Tax ID _____ Account Number _____ Unit Contact Person & Extension No. _____

We authorize you to debit our account upon presentation of documents or at maturity of acceptance including commission charges and/or any expenses incurred by the Bank.

Applicant: Address: Telephone: _____ Fax: _____ Email address: _____	Beneficiary: Address: Telephone: _____ Fax: _____ Beneficiary Advising Bank: (If any) Physical Address:
Amount in figures and words (Use ISO Currency Code.) _____	Shipment (as defined in UCP 600 Article 3) From: For transportation to: Latest date of shipment:
Credit available with Nominated Bank: _____ <input type="checkbox"/> by payment at sight <input type="checkbox"/> by deferred payment at: _____ <input type="checkbox"/> by acceptance of drafts at: _____ <input type="checkbox"/> by negotiation: for 100% or _____ Commercial Invoice Value	Expiry Date and Place for Presentation of Documents Expiry Date: Place for presentation:
<input type="checkbox"/> issue by (air) mail <input type="checkbox"/> issue by courier <input type="checkbox"/> issue by teletransmission (see UCP 600 Article 11)	Partial shipments <input type="checkbox"/> allowed <input type="checkbox"/> not allowed Transshipments <input type="checkbox"/> allowed <input type="checkbox"/> not allowed Please refer to UCP 600 transport Articles for exceptions.
Type of Credit: <input type="checkbox"/> Transferable Credit (as per UCP 600 Article 38)	Shipping Terms (as per ICC Incoterms 2010): <input type="checkbox"/> EXW <input type="checkbox"/> CIP <input type="checkbox"/> DDP <input type="checkbox"/> CFR <input type="checkbox"/> FCA <input type="checkbox"/> DAT <input type="checkbox"/> FAS <input type="checkbox"/> CIF <input type="checkbox"/> CPT <input type="checkbox"/> DAP <input type="checkbox"/> FOB
Confirmation of the Credit: <input type="checkbox"/> requested <input type="checkbox"/> not requested	

Document to be presented within _____ days after the date of shipment but within the validity of the Credit.

All banking charges other than issuing bank charges are for Beneficiary Applicant

Goods (Brief description of merchandise without excessive details): _____

Documents Required:

<input type="checkbox"/> Beneficiary's draft(s) drawn on: _____	<input type="checkbox"/> Commercial invoice <input type="checkbox"/> signed, original and _____ copies
Transport Document: <input type="checkbox"/> Multimodal Transport Document, covering at least two different modes of transport	<input type="checkbox"/> to the order of BPPR for Account of _____
<input type="checkbox"/> Marine / Ocean Bill of Lading covering a port-to-port shipment	<input type="checkbox"/> Endorsed in blank
<input type="checkbox"/> Air Waybill, original for the consignor	Marked freight: <input type="checkbox"/> Prepaid <input type="checkbox"/> Collect
<input type="checkbox"/> Delivery receipt duly signed by: _____	Notify: _____
<input type="checkbox"/> Other transport documents _____	

Insurance: To be effected by:

<input type="checkbox"/> Applicant <input type="checkbox"/> through Popular Insurance Ocean Cargo Policy Program Policy or Certificate No. _____	<input type="checkbox"/> through applicant's own agent: Insurance Company _____
<input type="checkbox"/> to be obtained by Beneficiary	
<input type="checkbox"/> Declaration under an open cover. Covering the following risks: <input type="checkbox"/> All Risks & War <input type="checkbox"/> Riots, Civil Commotions & Strikes and for _____% or 110% CIF Value	

Certificates:

Origin Health Analysis Inspection Packing List Customs Invoice Weight List Other: _____

I authorize you to provide the above information to Popular Insurance for the purpose of determining premiums and to issue certificate of insurance.

Special Instructions:**Other Documents:**

We request you to issue on our behalf, for our account, and at our risk your Irrevocable Credit in accordance with the above instructions (marked [X] where appropriate), subject to the terms at the reverse hereof. This Credit will be subject to the last revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, insofar as are applicable. Name and Signature of Applicant _____

In consideration of the issuance of our Letters of Credit (Credit) request, substantially according to the foregoing instructions, the undersigned, intending to be legally bound, agrees as follows:

1. To pay you in United States currency on demand, or, in any event, prior to the presentation of any sight draft or the maturity of any time draft drawn or purporting to be drawn under or in connection with the Credit, the value of the Credit or of each draft purporting to be drawn thereunder, together with your commission and all expenses paid or incurred by you in connection with the Credit, and interest, at a rate to be determined by you, from the date of any payment by you to the date of reimbursement by us. As to draft payable in currency other than United States currency, the undersigned agrees to pay you an amount in United States currency equivalent to the actual cost to you of settlement of your obligations under each such draft.
2. Bank may select any intermediary bank and any means for the transmission of operative letter of credits which it considers suitable, including but not limited to Bank's own internal systems, Fedwire, SWIFT, or Telex. The Bank must operate in accordance with the policies and procedures of each respective network.

Unless otherwise directed in writing by Customer, Bank may execute requests in any order and select means and routes which Bank considers appropriate under the circumstances. If Customer instructs the Bank to use a specific intermediary bank or specific means of execution, which related to the Customer assumes all risk of failure or of non-execution by the intermediary bank and all risks of loss by the means directed.

Bank is not responsible for performance failure as a result of an interruption in transfer facilities, labor disputes, power failures, equipment malfunctions, suspension of payment by another bank, refusal or delay by another bank to accept the letters of credit transactions, war, emergency conditions, fire, earthquake, or other circumstances not within Bank's control.
3. The undersigned acknowledges your, and grants to you an absolute security interest in and unqualified, right to the possession and disposal of all property shipped under or in connection with the Credit, whether released to us under security agreements or otherwise, and also in and to all shipping documents, documents of title, or drafts drawn under the Credit and in and to all other property owned by us, or any one of us, in or coming into your possession or custody, together with the proceeds of each and all of the foregoing, until such time as all the obligations and liabilities of us, or any of us, to you under or with reference to the Credit or any other obligations or liabilities of us, or any of us, to you, now or hereafter incurred, have been fully paid and discharged. The undersigned agrees to deliver and assign to you, upon demand, security of a value and character satisfactory to you, or to make such cash deposits with you as you may require to further secure our obligation hereunder. The undersigned hereby agrees to execute and deliver, at your request, any and all documents necessary or required in order to perfect the security interest heretofore created and acknowledged.
4. To procure or to cause the Beneficiaries of the Credit to procure promptly any necessary import and export or other licenses for import or export or shipping of any goods referred to in or pursuant to the Credit and to comply and to cause the Beneficiaries to comply with all foreign and domestic governmental regulations in regard to the shipment and warehousing of such goods or otherwise relating to or affecting the Credit, including governmental regulations pertaining to transactions involving designated foreign countries or their nationals, and to furnish such certificates in that respect as you may at any time require, and to keep such goods adequately covered by insurance in amounts, with carriers and for such risks as shall be satisfactory to you, and to cause your interest to be endorsed thereon, and to furnish you on demand with evidence thereof. Should the insurance upon said goods for any reason be unsatisfactory to you, you may, at our expense, obtain insurance satisfactory to you, and the undersigned shall reimburse to you, on demand, any and all costs related thereto. Always that you choose to cover the merchandise on your own you must submit, at the time of signing this application, a certificate of insurance or other satisfactory evidence that the current policy meets the requirements of the Bank accordingly.

5. The undersigned certifies hereby that transactions in the merchandise covered by the application and or credit are not prohibited under the Foreign Assets Control Regulations, other regulations of a similar nature in effect from time to time with regard to specified foreign countries or the Transaction Control Regulations of the United States Treasury Department and that any importation or exportation covered by this application conforms in every respect to all existing United States Government Regulations. Neither the undersigned nor the Beneficiaries are "designated nationals" or "specially designated nationals" under such Regulations.
6. To indemnify, defend, and save you and your correspondents harmless from and against all losses, damages, claims, liabilities, or costs or expenses, including reasonable counsel fees, in any way arising from or in connection with the Credit. The Beneficiaries of the Credit shall be deemed our agents and we assume all risks of their acts or omissions. The provisions of this paragraph 6 shall survive termination of this agreement.
7. You shall not be deemed to have waived any of your rights hereunder, unless you or your authorized agent shall have signed a written waiver. No such waiver, unless it expressly so states, shall be effective as to any transaction which occurs subsequent to the date of such waiver, nor as to any continuation of a breach after such waiver.
8. If the undersigned consists of more than one person (including any individual, bank, business corporation, partnership, or other form of legal entity), such persons shall be jointly and severally liable under this Agreement and, notwithstanding the fact that one or more of such persons may have executed this Agreement as a sponsor, a guarantor or in some other capacity, each such person makes each and all of these promises, pledges, covenants, and agreements and shall be directly, unconditionally and fully liable to you.
9. The Credit and this Agreement shall be subject to the last revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, the terms of which are known to us, and the same shall be considered as incorporated herein in a manner not inconsistent with the terms hereof, and the Credit and this Agreement shall be construed in accordance with the laws of the Commonwealth of Puerto Rico.
10. Charges refused by beneficiary, should be paid by applicant, as per UCP 600 Article 37.

Executed this _____ day of _____, _____
Month Year

Company Name

Applicant Signature

Printed Name / Title

BANCO POPULAR DE PUERTO RICO

- We certify the existence of an insurance coverage that comply with requirements described in operational instructions and credit policy.

Bank Officer Signature

Printed Name / Title