

LETTER OF CREDIT FOR WORKERS' COMPENSATION DEPOSIT

BANK:

ADDRESS:

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| For internal identification purposes only. | |
| Letter of Credit No: | Issue Date: |
| Beneficiary: | Amount: |
| Applicant: | Expiration Date: |

Letter of Credit No. _____ Issue Date: _____

To Beneficiary: Insurance Commissioner, State of California
c/o Chief, Securities Transaction Unit
300 Capitol Mall, Suite 14th Floor
Sacramento, CA 95814

We have established this clean, irrevocable, and unconditional Letter of Credit in your favor as beneficiary for drawings up to an aggregate of U.S. \$ _____, effective immediately. This Letter of Credit is for the account of _____. This Letter of Credit is issued, presentable and payable at our office at _____, and expires with our close of business on _____. Except when the amount is increased, this Letter of Credit cannot be modified or revoked without your written consent.

We will promptly honor your sight draft(s) drawn on us, indicating our Credit Number _____, for all or any part of this Letter of Credit, upon presentation at our office at the address given above, or such other office as we may advise, on or before the expiration date hereof or any automatically extended date. Other than your sight draft, no other document need be presented.

This Letter of Credit expires on _____, but shall automatically extend without amendment for a period of one year from the expiration date, or any future expiration date, unless at least sixty (60) days prior to any expiration date the Insurance Commissioner (at the above address), and the Chief of the Financial Analysis Division (whose address is California Department of Insurance, 300 South Spring Street, Los Angeles, CA 90013), are notified by registered or certified mail, return receipt requested, or by overnight courier, signature upon delivery required, that we elect not to renew.

Our obligation under this Letter of Credit is unconditional and is not dependent upon our ability to perfect a lien, or obtain a security interest or any other form of reimbursement.

WCD-001 (05/2010)

This Letter of Credit is subject to and shall be governed by and construed in accordance with the laws of the State of California (excluding the choice of law provisions), and the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce, Publication No. 500, or any successor publication, except where that publication is in conflict with California law. Notwithstanding Article 17 of said publication, if this Letter of Credit expires during an interruption of your business or our business, caused by Acts of God, riot, civil commotion, insurrection, war, terrorism, or any other cause beyond control, we hereby specifically agree to pay as provided herein if this Letter of Credit is drawn against within 30 days after the resumption of business.

BANK

AUTHORIZED SIGNATURE

WCD-1 (05/06/2010)