IRREVOCABLE STANDBY LETTER OF CREDIT REIMBURSEMENT AGREEMENT

BANK OF NORTH DAKOTA
INVESTMENTS
SFN 60280 (10-2013)

This Irrevocable Standby Letter of Credit Reimbursement Agreement (Reimbursement Agreement) is made and entered into by:

Name of Customer	Date

and the State of North Dakota, doing business as the Bank of North Dakota (Bank).

WHEREAS, Customer may from time to time request the Bank to issue a Standby Letter of Credit for the benefit of a third party under the Standby Letter of Credit Program of the Bank in accordance with the Banks investment policies, whereby the Bank would agree to honor requests from the beneficiary under a standby letter of credit of up to a specified amount;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound, the Bank and Customer agree as follows:

STANDBY LETTER OF CREDIT

SECTION 1.1 APPLICATION. Customer will apply to the Bank for issuance of credits under this Reimbursement Agreement and agrees to be bound by the terms and conditions herein and any confirmation of an irrevocable standby letter of credit. The Bank shall be under no obligation to issue any letter of credit, and the Bank may in its sole discretion accept or reject any application of the Customer for a letter of credit. Prior to the Banks issuance of any letter of credit, Customer shall make application to the Bank upon forms provided by the Bank. Bank will notify Customer of its acceptance of the application pursuant to the Banks credit policy.

SECTION 1.2 PAYMENT AND REIMBURSEMENT. Customer agrees that any amount paid by the Bank under a credit shall constitute a loan and shall be immediately due and payable without demand and shall bear interest from the date of such payment at a rate equal to the Banks base rate as in effect and adjusted from time to time. Customer hereby authorizes the Bank to debit the Customers Demand Account(s) with the Bank for any and all amounts due on such loans for all interest, fees, charges, and other amounts payable in connection with the credit. If the balance in Customers demand account(s) is insufficient to pay the amounts due, the Bank may without notice to Customer apply any other deposits, credits, or moneys in possession of the Bank to the payment of such due and payable amounts.

SECTION 1.3 COLLATERAL AND SECURITY INTEREST. All letters of credit issued and outstanding shall be secured by the security interest in the collateral described in Attachment A to this agreement granted by Customer to the Bank pursuant to N.D.C.C. 21-04-09.1. The Customer shall fully collateralize all credits issued and outstanding in the aggregate maximum amount that may be advanced and shall maintain the level of collateral required in accordance with the Banks collateral policy. All outstanding letters of credit shall be included for purposes of Customers collateral maintenance level calculation. Customer agrees that at any time after execution of this Agreement Bank may take any action necessary to perfect and maintain Banks security interest and priority in the collateral. Customer agrees to execute all necessary documents required by Bank to allow Bank to perfect and maintain Banks security interest and priority in the collateral. Customer agrees not to execute any documents or agreements or take any action which would cause Bank to lose its priority with regard to the collateral.

SECTION 1.4 ACCEPTANCE AND HONOR OF CREDIT. The Bank may: a) accept and pay certificates or other documents requesting payment under each credit drawn without recourse; b) honor certificates or other documents requesting payment drawn under each credit for less than the maximum aggregate amount of such credit; c) accept or pay, as complying with the terms of each credit, any loans, certificates, or other documents requesting payment signed or issued by an administrator, executor, trustee in bankruptcy, debtor in possession, assignee for benefit of creditors, liquidators, receiver, agent, attorney in fact or other representative of any beneficiary or of any successor or assignee approved in writing by the Bank; d) accept or pay any certificates before the expiration of any credit; e) accept certificates of any character which comply with terms of any credit; and f) at the Banks sole and exclusive option exercise any right of the Bank under the credit.

SECTION 1.5 FEES AND OTHER CHARGES. Customer agrees to pay the Bank on demand any and all fees, charges, and expenses incurred by the Bank in connection with the issuance of or performance under each credit or in connection with the enforcement of this Reimbursement Agreement. In addition the Customer agrees to pay the Bank fees from time to time as follows: one-eighth of one percent annually (Actual/360) on the letter of credit amount with a minimum of $125 minimum per letter of credit. Customer also agrees to pay any lien search fees. The payments are payable in advance and are non-refundable.

SECTION 2.1 CUSTOMERS WARRANTIES AND REPRESENTATIONS. Customer represents, warrants, and covenants to the Bank that the following are and shall remain true, complete and correct:

a. This Reimbursement Agreement has been duly and validly executed and delivered by the Customer and its execution, delivery, and performance have been authorized by all necessary corporate actions;

b. Neither this Reimbursement Agreement nor any credit or transaction to which this Reimbursement Agreement or any credit relates will violate any law or regulation applicable to the Customer;

c. The Customer is not in default under the terms of any application or agreement between the Bank and the Customer, and is in compliance with the Banks Investment Policy and any other existing credit policies;

d. The Customer agrees to maintain one or more Demand Accounts with the Bank at all times during which credit issued hereunder remains outstanding;

e. The Customer agrees to use any credit issued hereunder only for the purposes set forth in the Letter of Credit in effect as of the date of the acceptance of the Customers application for such credit;

f. The Customer is not subject to any supervisory or consent agreement with any regulatory body that has authority over it that would affect the ability to enter into this Agreement;

g. The Customer maintains sufficient qualifying collateral to fully secure outstanding letters of credit.

BANK OBLIGATIONS

SECTION 3.1 LIABILITIES AND RESPONSIBILITIES OF THE BANK. It is agreed that the Bank shall not be responsible for and no obligation of the Bank shall be affected by:

a. The use which may be made of any credit or any act or omission of any beneficiary or permitted assignee of any credit;

b. Any act, omission, insolvency, or failure in business or any confirming or advising bank or any of the Banks correspondents, agents, or sub-agents.

c. The validity, sufficiency, genuineness or collectability of any drafts, certificates, instruments, notices of default or other documents including endorsements or signatures thereon;

d. Any breach of contract between the Customer and any third party;

e. Compliance with or circumstances resulting from the existence or exercise of applicable laws, regulations or restrictions by any government or any groups asserting or exercising de facto or de jour governmental powers;

f. Any failure of drafts, certificates or other evidences to bear adequate references to any credit, failure of negotiating banks to comply with the directions of the Customer or failure of any person to surrender or take up or forward any credit or to note thereon any withdrawal thereunder, each of which requirements the Bank may waive;

g. Any errors, omissions, interruptions or delays in transmission or delivery of any messages however sent and whether plain or in code or cipher or errors in translation or interpretation of technical or other terms;

h. Any event, factor, or condition beyond the control of the Bank; and

i. Without limiting the foregoing, any act or omission of the Bank in confirming or advising the Bank or any of the Banks correspondents, agents or sub-agents, which is done or admitted in good faith. The Bank is expressly authorized and directed to honor any draft, certificate or other request for payment which is made under and in compliance with any credit without regard to or any duty to inquire into the existence of any disputes or controversies between the Customer, any beneficiary, or any person or firm of their respective rights, duties, or liabilities or whether any fact or event referred to in any notice of default or other document presented under the credit is true and correct.

The sole obligation of the Bank to the Customer is limited to honoring requests for payment made under and prepared in compliance with any letter of credit even though the Bank may have prepared the letter of credit or any other document required to be presented thereunder and even though the Bank may otherwise be aware of facts concerning the transaction which gives rise to the credit.

DEFAULT; REMEDIES

SECTION 4.1 EVENTS OF DEFAULT. The following occurrences shall be events of default.

a. The attempt through court proceedings by any other creditor of the Customer to collect any debt owed by the Customer to the creditor;

b. The failure of the Customer to pay any amount due hereunder;

c. The breach by the Customer or the failure of any covenant, agreement, term or condition under or in connection with the Reimbursement Agreement;

d. The acceleration of any indebtedness of the Customer;

e. Any failure at any time of any representation or warranty or information, furnished by the Customer in any context to be and remain true, correct and complete;

f. Any failure to furnish the Bank such information and such access to all its books and records and copies thereof as the Bank may reasonably require;

g. Any event, circumstance, fact or condition whether or not directly related to the Customer which increases the Banks credit risk or causes it to deem itself insecure;

h. The Customer becomes insolvent;

i. The Customer makes an assignment for the benefit of creditors.

SECTION 4.2 REMEDIES. Upon the occurrence of an event of default the Bank shall have all the rights and remedies as follows:

a. Bank may demand immediate payment of all amounts the Customer owes under any obligation subject to this agreement;

b. Bank may set off any obligation Customer has against any right Customer has to the payment of money from Bank;

c. Bank may demand more security or new parties obligated to pay any debt Customer owes Bank as a condition of giving up any other remedy;

d. Bank may use any remedy it has under state or federal law;

e. If Customer defaults by failing to pay taxes or other charges, Bank may pay them (but is not required to do so). If Bank does, Customer will repay to Bank the amount Bank paid plus interest at the rate of 12% per annum;

f. Bank may require Customer to gather the property and make it available to Bank in a reasonable fashion;

g. Bank may repossess any collateral and sell it as provided by law, and apply the proceeds from the sale to Bank's expenses and attorney and legal fees, and any debt owed by Customer to Bank. If Bank receives an amount from the sale of the collateral that does not satisfy the debt(s), Bank may take Customer to court to recover the difference. Customer agrees that 10 days written notice sent to Customer by first class mail will be reasonable notice to Customer under the Uniform Commercial Code. If any items not otherwise subject to this agreement are contained in the property when Bank takes possession, Bank may hold those items for Customer at Customer's risk and Bank will not be liable for taking possession of them;

h. Bank may keep the collateral to satisfy the debt.

i. By choosing one or more of the above remedies, Bank does not waive its right to later use any other remedy. Bank does not waive a default if Bank chooses not to use any remedy, and, by electing not to use any remedy, Bank does not waive its right to later consider the event a default and to immediately use any remedies if it continues or occurs again.

MISCELLANEOUS

SECTION 5.1 CUMULATIVE REMEDIES. In addition to the terms and conditions specifically set forth herein and in any application between the Bank and the Customer, this Reimbursement Agreement and all credits issued under this Reimbursement Agreement are governed by the Banks investment and credit policies and by the laws of the State of North Dakota.

SECTION 5.2 INDEMNIFICATION. Customer agrees to defend, indemnify, and hold harmless the Bank and the Banks employees, correspondents, agents, and subagents, assignees and participants from and against any and all demand, actions, claims, losses, perils, liabilities, and expenses including attorneys fees and expenses (not involving the Banks bad faith) resulting from or incurred, suffered, or paid by any of them in connection with this Reimbursement Agreement and each credit issued hereunder or any breach or failure of any representation, warranty, covenant, agreement, term or condition of this Reimbursement Agreement.

SECTION 5.3 WAIVER OF AMENDMENT, SEVERABILITY. No delay on the part of the Bank in exercising any right, power or privilege shall operate as a waiver thereof nor shall any single or partial exercise of any such right, power or privilege which precludes other or further exercise thereof or the exercise of any other right, power or privilege be or be construed to be a waiver of any event of default. No waiver by the Bank of any event of default shall be in effect unless in writing, and signed by an authorized officer of the Bank, and no such waiver shall be deemed a waiver of any subsequent event of default or be deemed to be a continuing waiver. No course of dealing between Customer and the Bank or its agents or employees shall be effective to change, modify or discharge any provision of this Reimbursement Agreement or to constitute a waiver of any default. The Bank shall not under any circumstances or in any event whatsoever have any liability for any error or omission or delay of any kind occurring in the liquidation of any collateral including the settlement, collection, or payment of any collateral or for any damage resulting therefrom. If any provision of this Reimbursement Agreement is held invalid or unenforceable to any extent or in any application, the remainder of this Reimbursement Agreement or the application of such provision to different persons or circumstances or in different jurisdictions shall not be effected thereby.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligation hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

IN WITNESS WHEREOF, Customer and the Bank have caused this Reimbursement Agreement to be signed in their names by duly authorized representatives as of the date first above mentioned.

BANK OF NORTH DAKOTA

Signature
Typed Name
Title

Signature
Typed Name
Title

Customer (Full Corporate Name of Customer)
Signature
Typed Name
Title

Signature
Typed Name
Title