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LETTER OF CREDIT
COVERING OVERSIZE, OVERWEIGHT, OVERLENGTH
AND OVERNIGHT LOADS OVER FORT BEND COUNTY ROADS

Fort Bend County Judge Robert E. Hebert
or his successors in office
Richmond, Texas 77469

Irrevocable
Letter of Credit
No. 46971
Date May 25, 2010

Gentlemen:

We hereby establish our Irrevocable Letter of Credit in your favor for the account of, (Principal), Jilpetco, Inc., Texas, for a sum of sums, not to exceed in the aggregate, the amount of Fifty Thousand & no/100 Dollars (\$ 50,000.00), in U. S. Dollars, available by your draft at sight drawn on us, to be accompanied by an affidavit from Fort Bend County Judge Robert E. Hebert, or his successors in office, stating one of the following:

1. "The undersigned, Fort Bend County Judge Robert E. Hebert, or his successors in office, hereby certifies to Happy State Bank as the issuer of Letter of Credit No. 46971 dated May 25, 2010, in the amount of Fifty Thousand & no/100 (\$ 50,000.00), that Jilpetco, Inc. has failed to repair any and all damages to any of the listed roads, streets or highways, under the jurisdiction Fort Bend County's Commissioners Court, that may be caused by the applicant's oversize, overweight, overlength and overnight loads. By virtue of such failure, Beneficiary is entitled to receive funds in the amount of Fifty Thousand & no/100 Dollars (\$ 50,000.00)".

Road name: Klosterhoff
Beginning: Finney Vallet
Ending: Hartledge

2. "The undersigned, Fort Bend County Judge Robert E. Hebert, or his successors in office, hereby certifies to Happy State Bank as the issuer of Letter of Credit No. 46971 dated May 25, 2010, in the amount of Fifty Thousand &

no/100 (\$ 50,000.00), that Happy State Bank has delivered notice of intent to not automatically renew Letter of Credit No. 46971 for a period no less than one year from the present expiration date and, by virtue of said delivery and notification, beneficiary is entitled to receive funds equal in amount to the undrawn balance or this Letter of Credit, such amount being Fifty Thousand & no/100 Dollars (\$ 50,000.00)".

It is the condition of this Letter of Credit that it shall be automatically renewed for a period no less than one year from the present or each future expiration date, unless at least 30 days prior to such date we, the Issuer, shall notify Fort Bend County Judge Robert E. Hebert or his successor in office, that we elect not to renew this letter of Credit for such additional periods.

Partial drawings on this letter of Credit are permitted.

Notwithstanding any reference in this Letter of Credit to other documents, instruments or agreements, or references in such other documents, instruments or agreements to this Letter of Credit, this Letter of Credit contains the entire agreement among the account party, beneficiary and the issuer hereunder relating to the obligations of the issuer hereunder.

Any draft drawn under this Letter of Credit must be marked "Drawn under Letter of Credit No. 46971 dated May 25, 2010 , issued by Happy State Bank. All drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored by us on due presentation at our counters on or before May 25, 2011 , or on or before the expiration date of any subsequent renewal period.

Issuing Organization

By:  _____

Name: Scott Martin

Title: Vice President