

(Must Be on Letterhead of Bank)

CLEAN IRREVOCABLE LETTER OF CREDIT NO. _____

Date: _____

American Contractors Indemnity Company
and/or U. S. Specialty Insurance Company
HCC Surety Group
9841 Airport Blvd., 9th Floor
Los Angeles, CA 90045

Ladies and Gentlemen:

At the request of _____ (account name arranging credit) (the "Applicant"), we hereby open our CLEAN IRREVOCABLE LETTER OF CREDIT in your favor up to an aggregate of _____ (amount) U.S. Dollars (US\$ _____) available for payment at sight by your drafts on us at _____ (name and address of bank) on or before the expiration date or on or before any automatically extended date as set forth below. Our obligation under this Letter of Credit is our individual obligation, in no way contingent upon reimbursement with respect thereto, or upon our ability to perfect any lien or security interest. Partial drawings are permitted. All banking charges, including any advising bank charges, are for the account of the Applicant.

This CLEAN IRREVOCABLE LETTER OF CREDIT expires on _____ (expiration date) but will be automatically extended for additional consecutive one-year terms unless you and IndemCo L.P. each have received by Registered Mail notification of our intention not to renew 30 days prior to the original expiry date and each subsequent expiry date. Such notification shall be to the attention of the President at the above address and also to IndemCo L.P. at 777 Post Oak Boulevard, Suite 330, Houston, Texas 77056 or to such other address as the intended recipient may have notified us in writing by Registered Mail to our address above at least ten days before our transmittal of notification to you and to IndemCo L.P.

We hereby engage with you and each drawer, endorser and bona fide holder of any draft drawn under and in compliance with the terms of this CLEAN IRREVOCABLE LETTER OF CREDIT that such draft will be duly honored upon presentation as specified herein. This CLEAN IRREVOCABLE LETTER OF CREDIT sets forth in full the terms of our undertaking, and such undertaking shall not be modified, amended or amplified by reference to any document in which this CLEAN IRREVOCABLE LETTER OF CREDIT is referred to or to which this CLEAN IRREVOCABLE LETTER OF CREDIT relates and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.

THIS CLEAN IRREVOCABLE LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDIT (1993 REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500; provided, however, that notwithstanding Article 17 of such publication, if this CLEAN IRREVOCABLE LETTER OF CREDIT expires while we are closed as a result of a cause beyond our control, we will honor a presentation under this CLEAN IRREVOCABLE LETTER OF CREDIT when such honor would otherwise be due provided that the presentation is made within 30 days following the resumption of our business.

(Authorized Signature)

(Title)

(Copy of Resolution and/or Board Minutes authorizing signatory is to be attached.)