

FOREIGN-TRADE ZONE
USER BOND

KNOWN ALL MEN BY THESE PRESENTS:

That we _____, ("Principal"),
and _____
_____ a corporation, authorized

to do business under the laws of the State of Texas ("Surety"), are held and firmly bound unto the city of El Paso in the sum of One Hundred Twenty-five Thousand and No/100 Dollars (\$125,000.00) for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, pursuant to the Foreign-Trade Zone Act of June 18, 1934, as amended (19 U.S.C. 81a - 81u) relating to the establishment, operation and maintenance of foreign-trade zones and the regulations promulgated thereunder to activate and operate and maintain Foreign-Trade Zone No. 68 (the "Zone");

WHEREAS, the Grantee has executed a Foreign-Trade Zone Operator's Bond obligating Grantee to pay to the District Director of Customs the full amount of any duties, fines, penalties, liquidated damages or taxes due or estimated to be due on merchandise found to be missing from the Zone or removed from the Zone without proper permit or violations of the foreign-trade zone regulations;

WHEREAS, the Principal, sometimes herein referred to as "User", has entered into a duly executed Foreign-Trade Zone User Agreement, (the "User Agreement"), with the City of El Paso to conduct business in an area owned or leased by Principal as a foreign-trade zone designated area; and

WHEREAS, pursuant to the User Agreement, User agrees to indemnify and hold harmless the Grantee from any and all Customs duties, charges, fines, penalties, liquidated damages, interest, attorney fees or costs levied against Grantee and arising out of User's operations or activities at its respective site(s) within the Zone and further agrees to reimburse Grantee for any and all duties, charges, fines, penalties, interest, attorney fees, costs or liquidated damages assessed against the Grantee and/or the Grantee's Foreign-Trade Zone Operator's Bond and resulting, directly or indirectly, from the User's operations or activities within Foreign-Trade Zone No. 68.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT the above-bound Principal, in consideration of the above-mentioned User Agreement, undertakes and agrees that it shall adhere to all regulations governing foreign-trade zone activity and safely keep all merchandise taken into its site(s) and shall not remove nor permit it to be removed from the Zone without proper authority or, in default thereof, shall pay to the Grantee the full amount of any and all penalties and fines assessed against the Grantee by the Government of the United States resulting, directly or indirectly, from the Principal's activities within Foreign-Trade Zone No. 68.

Liability under this bond begins on the _____ day of _____, _____, and shall apply to any merchandise received prior thereto and remaining in Foreign-Trade Zone No. 68 on that date as shown by the records of the District Director of Customs or the Principal named on this bond. Liability hereunder shall continue until terminated by any of the parties of the obligations on the giving of a written notice to the other of not less than thirty (30) days. Provided, however, that the maximum liability of the Surety shall in no event be cumulative nor exceed the sum named herein regardless of the number of years the bond may be continued in force or the number of premiums that may be payable or paid.

SIGNED, SEALED and dated the _____ day of _____, _____.

PRINCIPAL:

By: _____
(Print Name)

(Title)

SURETY:

By: _____
(Print Name) Attorney-in-Fact

(SEAL)