

[Date]

[Borrower Name]

[Address Line 1]

[Address Line 2]

**Re: Engagement of Joint Lead Arrangers for [Project/Transaction Name]**

Dear [Contact Person Name],

This letter (the "Engagement Letter") confirms the agreement between [Borrower Name] (the "Borrower") and [Bank A] and [Bank B] (collectively, the "Joint Lead Arrangers") regarding the arrangement and syndication of a [Amount] credit facility (the "Facility").

**1. Appointment**

The Borrower hereby appoints the Joint Lead Arrangers to act as exclusive joint lead arrangers and joint bookrunners for the Facility. The Joint Lead Arrangers agree to use their "best efforts" to assemble a syndicate of financial institutions to provide the Facility, subject to the terms set forth herein.

**2. Roles and Responsibilities**

The Joint Lead Arrangers will:

- Assist in the preparation of an Information Memorandum.
- Manage the syndication process and communication with potential lenders.
- Assist in negotiating the definitive loan documentation.
- Coordinate the closing and funding process.

**3. Fees and Expenses**

The Borrower agrees to pay the fees set forth in the Fee Letter of even date herewith. Additionally, the Borrower shall reimburse the Joint Lead Arrangers for all reasonable out-of-pocket expenses (including legal fees) incurred in connection with this engagement, whether or not the Facility closes.

**4. Exclusivity**

During the term of this engagement, the Borrower shall not appoint any other person or institution to provide similar services for the Facility without the prior written consent of the Joint Lead Arrangers.

**5. Indemnity and Confidentiality**

The Borrower agrees to indemnify the Joint Lead Arrangers against certain liabilities as detailed in the attached Annex. Both parties agree to maintain the confidentiality of all non-public information exchanged during this process.

## 6. Termination

This engagement may be terminated by either party upon [Number] days' written notice. Provisions regarding fees, expenses, and indemnity shall survive such termination.

## 7. Governing Law

This Engagement Letter shall be governed by and construed in accordance with the laws of [Jurisdiction].

Please confirm your agreement by signing and returning the enclosed copy of this letter.

Sincerely,

[Signature]

[Bank A Name]

[Signature]

[Bank B Name]

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## Accepted and Agreed:

For and on behalf of [Borrower Name]:

Signature: \_\_\_\_\_

Name: [Name]

Title: [Title]

Date: [Date]