

[Date]

To: [Name of Facility Agent]
As Facility Agent for the Finance Parties
[Address of Facility Agent]

Re: Letter of Guarantee for Syndicated Facility Agreement dated [Date]

Dear Sirs,

1. We refer to the syndicated facility agreement dated [Date] (as amended, supplemented, or restated from time to time, the "Agreement") entered into between, among others, [Name of Borrower] (the "Borrower"), the financial institutions party thereto as lenders (the "Lenders"), and [Name of Facility Agent] as facility agent (the "Facility Agent").
2. In consideration of the Lenders making available the facility in the aggregate principal amount of [Amount/Currency] to the Borrower under the Agreement, [Name of Guarantor] (the "Guarantor") hereby irrevocably and unconditionally guarantees to the Facility Agent (for the benefit of the Finance Parties) the punctual performance by the Borrower of all its payment obligations under the Agreement and related Finance Documents.
3. The Guarantor undertakes that if the Borrower does not pay any sum payable by it under or in connection with any Finance Document when due, the Guarantor shall immediately on demand pay that sum as if it were the principal obligor.
4. This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by the Borrower under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.
5. The obligations of the Guarantor under this letter will not be affected by any act, omission, matter, or thing which, but for this provision, might operate to release or otherwise exonerate the Guarantor from its obligations (including any time or indulgence granted, or any amendment to the Finance Documents).
6. This letter and any non-contractual obligations arising out of or in connection with it are governed by the laws of [Jurisdiction].

Yours faithfully,

For and on behalf of
[Name of Guarantor]

Authorized Signatory

Name: [Name]
Title: [Title]