

[Date]

To: [Name of Administrative Agent/Lead Arranger]
[Address of Agent]
(As Agent for the Lenders defined below)

RE: PARENT COMPANY GUARANTEE - [Amount] SYNDICATED CREDIT FACILITY

Dear Sirs,

1. INTRODUCTION

We, [Name of Parent Company], a company incorporated under the laws of [Jurisdiction] (the "Guarantor"), refer to the Credit Agreement dated [Date] (the "Agreement") between [Name of Subsidiary/Borrower] (the "Borrower"), the financial institutions party thereto as lenders (the "Lenders"), and [Name of Agent] as Administrative Agent.

2. GUARANTEE

In consideration of the Lenders making the Credit Facility available to the Borrower, the Guarantor hereby irrevocably and unconditionally guarantees to the Agent and the Lenders the punctual payment and performance of all present and future obligations and liabilities of the Borrower under the Agreement, including principal, interest, fees, and expenses (the "Guaranteed Obligations").

3. CONTINUING OBLIGATION

This Guarantee is a continuing guarantee and shall remain in full force and effect until all Guaranteed Obligations have been paid in full and the Credit Facility has been terminated. The liability of the Guarantor shall not be affected by any amendment, waiver, or indulgence granted to the Borrower.

4. PAYMENT ON DEMAND

If the Borrower fails to pay any amount when due under the Agreement, the Guarantor shall, immediately upon written demand by the Agent, pay that amount as if the Guarantor were the principal obligor.

5. REPRESENTATIONS AND WARRANTIES

The Guarantor represents that it has the full corporate power and legal authority to execute this Guarantee, and that this document constitutes a legal, valid, and binding obligation enforceable in accordance with its terms.

6. GOVERNING LAW

This Guarantee shall be governed by and construed in accordance with the laws of [State/Country].

Yours faithfully,

For and on behalf of
[Name of Parent Company]

(Signature)

Name: [Name of Authorized Signatory]

Title: [Title]