

STRICTLY PRIVATE AND CONFIDENTIAL

To: [Borrower Name]
[Borrower Address]
[City, State, Zip Code]

Date: [Insert Date]

Re: Fee Letter - Guarantee of [Insert Loan Facility Amount] Syndicated Loan

Dear [Name of Contact Person],

This fee letter (the "Fee Letter") is delivered in connection with the Syndicated Loan Agreement dated [Insert Date] (the "Credit Agreement") among [Borrower Name] (the "Borrower"), the financial institutions party thereto as lenders (the "Lenders"), and [Guarantor Name] (the "Guarantor").

The Borrower and the Guarantor hereby agree to the following fee arrangements in consideration for the Guarantor providing a guarantee for the obligations of the Borrower under the Credit Agreement:

1. Guarantee Fee

The Borrower shall pay to the Guarantor a guarantee fee (the "Guarantee Fee") calculated at a rate of [Percentage]% per annum on the total guaranteed amount. The Guarantee Fee shall be calculated on the basis of a [360/365]-day year and the actual number of days elapsed.

2. Payment Schedule

The Guarantee Fee shall be payable [in advance / in arrears] on a [quarterly/semi-annual] basis. The first payment shall be due on [Insert Date] and subsequent payments shall be due on [Insert Recurring Dates].

3. Upfront Arrangement Fee

The Borrower shall pay to the Guarantor a one-time non-refundable arrangement fee of [Currency and Amount] on or before the first utilization of the loan facility.

4. Taxes and Expenses

All payments under this Fee Letter shall be made in full without set-off or counterclaim and free and clear of any deductions or withholdings for taxes. The Borrower agrees to reimburse the Guarantor for all reasonable out-of-pocket expenses (including legal fees) incurred in connection with the preparation and execution of this guarantee.

5. Confidentiality

The terms of this Fee Letter are confidential and may not be disclosed by the Borrower to any third party (other than its professional advisors) without the prior written consent of the Guarantor, unless required by law.

6. Governing Law

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

Please confirm your agreement to the terms of this Fee Letter by signing and returning the enclosed copy.

Yours faithfully,

For and on behalf of [Guarantor Name]

ACKNOWLEDGED AND AGREED:

For and on behalf of [Borrower Name]

Date: [Insert Date]