

[Bank/Lender Name]
[Address Line 1]
[Address Line 2]
[Date]

To: [Borrower Name]
[Borrower Address]
(The "Borrower")

Attention: [Contact Name/Board of Directors]

Subject: Facility Letter for Syndicated Loan Guarantee

Dear Sir/Madam,

We, [Lead Arranger/Agent Bank Name], acting on behalf of the syndicate of financial institutions (the "Lors"), are pleased to set out the terms and conditions upon which the Lenders agree to make available a Guarantee Facility (the "Facility") to [Borrower Name].

1. The Facility

The Lenders provide a multi-currency guarantee facility up to a maximum aggregate amount of [Currency and Amount] ([Amount in words]).

2. Purpose

The Facility shall be used exclusively for [e.g., securing performance bonds, commercial obligations, or project financing] in connection with [Project Name/Reference].

3. Availability Period

The Facility is available for utilization from [Start Date] to [End Date], subject to the terms of the Syndicated Loan Agreement.

4. Interest and Fees

- **Guarantee Fee:** [Percentage]% per annum, payable [quarterly/annually] in arrears.
- **Arrangement Fee:** [Amount] payable on the date of execution.
- **Commitment Fee:** [Percentage]% on the undrawn portion of the Facility.

5. Repayment and Reimbursement

The Borrower irrevocably agrees to reimburse the Agent Bank immediately upon demand for any amounts paid out by the Lenders under any guarantee issued pursuant to this Facility.

6. Security and Collateral

The Facility will be secured by [Description of Security, e.g., Fixed and Floating Charges, Corporate Guarantee, or Cash Collateral].

7. Covenants

The Borrower shall maintain the following financial ratios: [List Ratios, e.g., Debt-to-Equity]. The Borrower shall provide audited financial statements within [Number] days of the fiscal year-end.

8. Conditions Precedent

Utilization of the Facility is subject to the delivery of:

- Certified copies of Constitutional Documents.
- Board Resolutions authorizing the acceptance of this Facility.
- Legal opinions satisfactory to the Agent Bank.

9. Governing Law

This Facility Letter and any non-contractual obligations arising out of it shall be governed by and construed in accordance with the laws of [Jurisdiction].

Please confirm your acceptance of the terms of this Facility Letter by signing and returning the enclosed copy by [Expiry Date].

Yours faithfully,

For and on behalf of
[Lead Arranger/Agent Bank Name]

Acknowledgment

We hereby accept the terms and conditions set out in this Facility Letter.

For and on behalf of
[Borrower Name]
Date: [Date of Signing]