Financial Support Agreement Regarding Guaranty of Obligation

This document is a Financial Support Agreement Regarding Guaranty of Obligation (the “Agreement”) and is effective [DATE],

**BETWEEN: [GUARANTY ISSUER NAME]** (the "Guarantor"), a company organised and existing under the laws of the [Country] of [COUNTRY], with its head office located at:

 [COMPLETE ADDRESS]

**AND: [YOUR COMPANY NAME]** (the "Receiver"), a company organised and existing under the laws of the [Country] of [COUNTRY], with its head office located at:

 [YOUR COMPLETE ADDRESS]

**RECITALS**

1. Guarantor has issued or will continue to maintain the guaranty attached as Annexure A hereto (the "Guaranty") following the transfer of Guarantor's controlling interest *in Re*ceiver.
2. Receiver agrees to pay Guarantor a fee pursuant to the following terms and conditions.
3. **GUARANTY FEE**

Guaranty Fee shall be [%] per [ANNUM/MONTH], calculated [MONTHLY/DAILY], charged on the month-end outstanding balance of the Guaranty, as evidenced by the amortisation schedule attached hereto as Annexure B, and will be payable [SEMI-ANNUALLY] on [JUNE 30th] and [DECEMBER 31st] of each calendar year. If the Guaranty is outstanding for less than a full calendar month, Guaranty Fee shall be computed based on the outstanding balance of the Guaranty on each calendar day of such month that the Guaranty shall remain in effect.

1. **ADJUSTMENT TO GUARANTY FEE**

The Guaranty Fee set forth above was determined based on the assumption that the Receiver's credit rating post-Separation would be equivalent to the average of the ratings of [BBB/Baa2 and BBB-/Baa3]. Guarantor shall have a one-time right to increase, effective prospectively, the Guaranty Fee (the "Adjusted Guaranty Fee") if either one of the following events occurs:

* 1. Standard & Poor's issues a credit rating for Receiver of [BB+] or less; or
	2. Moody's issues a credit rating for Receiver of [Ba1] or less.

Such right may be exercised at any time by written notice to Receiver.

If either of the events described above occurs, the Adjusted Guaranty Fee shall be determined by Guarantor by averaging the rates quoted to Guarantor by three nationally recognised banking institutions for credit equivalent to the published credit ratings of Receiver. The Adjusted Guaranty Fee shall become the Guaranty Fee payable under this Agreement from and after the date on which Guarantor provides Receiver written notice of the Adjusted Guaranty Fee.

1. **PAYMENT OF FEE**

Guaranty Fee is due not later than [NUMBER] business days following the end of each [SEMI-ANNUAL] payment period as defined in Section 1 and shall be delivered by [PAYMENT METHOD, e.g. bank wire] or such other bank account as shall be provided to Receiver by Guarantor in writing at least 5 business days prior to the payment due date.

In the event the Guaranty is terminated, replaced by Receiver or expires prior to the end of the [SEMI-ANNUAL] payment period, Guaranty Fee will be due not later than [NUMBER] business days following the termination of all obligations of Guarantor under the Guaranty.

1. **LATE PAYMENT FEE**

A Late Payment Fee in the amount of prime rate plus [PERCENTAGE, e.g. 1.00%] per annum, calculated daily, commencing on the day immediately following the due date and based upon the number of days elapsed prior to payment of all amounts due shall be included with any overdue payment of Guaranty Fee.

1. **DUTY OF INQUIRY**

Guarantor shall have no obligation to consult with Receiver or make any independent investigation prior to any decision to honour or dishonour any payment request under the Guaranty.

1. **IMMEDIATE REPAYMENT**

If Guarantor makes any payment under the Guaranty, Guarantor agrees to notify Receiver in writing, at the address set forth below or at such other address as shall be subsequently provided to Guarantor by Receiver in writing, within [NUMBER] business days of the amount of such payment, and Receiver agrees to pay such amount to Guarantor within [NUMBER] business day following the date of such written notice. A Late Payment Fee shall be applied to any amounts not received when due.

1. **RETURN OF DOCUMENTS**

The receiver shall present the Guaranty to Guarantor for cancellation at the address of Guarantor set forth below, or such other address as shall be provided to Receiver by Guarantor in writing, following the termination of all obligations of Guarantor under the Guaranty.

1. **INDEMNIFICATION**

Receiver will reimburse, indemnify and hold harmless Guarantor from and against any and all payments, losses, damages, costs and expenses (including attorneys' fees and court costs) paid or incurred by Guarantor, its officers, directors, agents, and employees, as a result of any claim made under this Agreement or the Guaranty.

1. **NOTICE**

Any written notice or other information required to be provided in writing hereunder shall be made in writing by overnight delivery service, facsimile transmission or electronic mail, that provides for evidence of receipt:

**To Guarantor:**

ATTN. [NAME], [COMPANY NAME], [COMPLETE ADDRESS], [FAX NUMBER].

**To Receiver:**

ATTN. [NAME], [YOUR COMPANY NAME], [YOUR COMPLETE ADDRESS], [YOUR FAX NUMBER].

1. **WAIVER**

No waiver hereunder shall be effective unless evidenced in writing and shall be effective only under the circumstances specifically described in such waiver.

1. **UNDERLYING DOCUMENTS**

Receiver agrees to provide Guarantor with an executed copy of each document entered into by Receiver as of the date first above written and from time to time which creates an obligation of Receiver that is guaranteed by the Guaranty, at the address of Guarantor set forth herein, or at such other address as shall be provided to Receiver by Guarantor in writing.

1. **UNDERLYING OBLIGATION**

Nothing herein shall modify any term of the Guaranty unless specifically provided herein.

1. **GOVERNING LAW**

This Agreement shall be governed by and construed under the laws of the [Country] of [COUNTRY].

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [PLACE OF EXECUTION] on the date indicated above.

**[GUARANTY ISSUER NAME]** **[YOUR COMPANY NAME]**

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title

**ANNEXURE A**

**THE GUARANTY**

**ANNEXURE B**

**THE AMORTISATION SCHEDULE**