

HSBC GTS Services

Booklet of Standard Wordings for
Guarantees and Standby Letters of Credit

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Introduction

This brochure contains a wide selection of guarantees (for guarantee read guarantee and standby letter of credit) wordings covering the most common types of guarantee. It's by no means exhaustive and isn't intended to be so, but it highlights the diversity of terms used in common guarantee situations.

A guarantee is, by its nature, a separate transaction from the underlying commercial contract on which it may be based, and the Guarantor (the Bank) is in no way connected with or bound by this contract, despite the inclusion of a reference to it in the guarantee itself.

Once issued, the guarantee constitutes an independent contractual obligation, and the Guarantor is bound to pay the sum or sums mentioned in the guarantee on the presentation of a demand, and any other specified documentation, which appears to conform to the terms thereof.

Banks will not become involved in any underlying contractual dispute and wish to issue guarantees which provide for certainty as regards amount, duration and the terms of payment.

The wording of a guarantee is a matter for negotiation between the Applicant and the Beneficiary and many of the guarantee wordings are structured in a manner that will allow you to 'cut and paste' terms to meet your specific requirements. Additional conditions can always be incorporated, where necessary, to minimise the risk of unfair calls or abuse.

Within each section of this brochure, you'll find a brief description of each type of guarantee to help you select the most appropriate form for a particular situation. An overview of the guarantee variations offered highlight the key differences.

This brochure is issued by the HSBC GTS Services department on behalf of HSBC Bank plc. It's intended for reference and illustrative purposes only. It does not constitute an offer or advice for you to enter into a transaction with HSBC or any of its subsidiaries or affiliates.

You're responsible for making your own evaluation about the wordings referred to in this brochure. HSBC makes no representation to you about the suitability of such wording and does not accept any liability for any direct, indirect or consequential losses arising from the use of or reliance on such wording by any person and such liability is excluded to the maximum extent permitted by law.

HSBC recommends that you take independent legal advice before using or relying on any of the wording contained in this brochure.

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Tender Guarantee Standard

Dear Sirs,

GUARANTEE NO. TEB _____

We are informed by _____ (the "Tenderer") that they are submitting an offer to you for the supply of _____ under Tender No. _____ and in this regard they have requested us to issue our Guarantee.

At the request of the Tenderer, we, HSBC Bank plc, GTS Services, 51 De Montfort Street, Leicester, LE1 7BB, irrevocably undertake to pay to you an amount not exceeding _____ (_____), despite any objection by the Tenderer, upon receipt by us of your first demand made in accordance with the claim procedure detailed below.

Your demand must be received by us on or before _____ and must be accompanied by or incorporate your declaration as follows:

"We certify that the amount claimed is due by reason of _____ not fulfilling his obligations in accordance with the terms and conditions of the Tender No. _____."

Any demand under this Guarantee must be submitted in the following manner:

- (i) by original signed letter, or
- (ii) by your banker's authenticated SWIFT.

Any demand and declaration made in accordance with the above claim procedure shall be accepted as conclusive evidence that the amount claimed is due to you under this Guarantee.

ALWAYS PROVIDED THAT:

1. Our liability under this Guarantee is limited to an amount not exceeding in aggregate _____ (_____).
2. This Guarantee will expire on _____ and any demand and declaration hereunder must be received by us at this office in accordance with the above claim procedure on or before that date, after which it will become of no effect whatsoever whether returned to us or not.

This Guarantee is subject to the Uniform Rules for Demand Guarantees (2010 revision) International Chamber of Commerce Publication no. 758 and it shall be governed by and construed in accordance with the Laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.

Yours faithfully,

Authorised Signatory

Tender Guarantee World Bank Tender

Bid Security (Bank Guarantee)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated]

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____
 _____ [Name and Address of Purchaser]

Date: _____

BID GUARANTEE No. _____

We have been informed that _____ [name of the Bidder] (hereinafter called "the Bidder") has submitted to you its bid, numbered _____ (hereinafter called the "Bid") for the execution of _____ [_____].

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we, HSBC Bank plc, GTS Services, 51 De Montfort Street, Leicester, LE1 7BB, irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ [amount in figures] (_____) [amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before [_____].

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication no. 758.

[Signature(s)]

Advance Payment Guarantee Standard

Dear Sirs,

GUARANTEE NO. APG _____

We are informed by _____ (the "Seller") that they have entered into

Contract No. _____ with you for the supply of----- and in this connection they are required to furnish an Advance Payment Guarantee.

We, HSBC Bank plc, GTS Services, 51 De Montfort Street, Leicester, LE1 7BB, irrevocably undertake to pay an amount up to the maximum aggregate amount of [] to you, despite any objection by the Seller, upon receipt by us of your first demand made in accordance with the claim procedure detailed below.

Your demand must be received by us on or before _____ and must be accompanied by or incorporate: (a) your declaration stating "We certify that the amount claimed is due by reason of the Seller having failed to fulfil their obligations in accordance with the terms and conditions of Contract No. _____;" and (b) a copy of the bank payment order showing payment of the Guarantee amount having been remitted to the Seller and citing the Seller's name and quoting this Guarantee reference number.

Any demand under this Guarantee must be submitted in the following manner:

- (i) by original signed letter, or
- (ii) by your banker's authenticated SWIFT message.

Any demand and declaration made in accordance with the above shall be accepted as conclusive evidence that the amount claimed is due to you under this Guarantee.

ALWAYS PROVIDED THAT:

1. Our liability under this Guarantee is limited to an amount not exceeding in aggregate (_____).
2. This Guarantee will expire on _____. Any demand and declaration hereunder must be received by us at this office in accordance with the above claim procedure on or before that date, after which this Guarantee will become of no effect whatsoever whether returned to us or not.

A person who is not a party to this Guarantee has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Guarantee. This does not affect any right or remedy of a third party that exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

This Guarantee is subject to the Uniform Rules for Demand Guarantees (2010 revision) International Chamber of Commerce Publication no. 758 and it shall be governed by and construed in accordance with the Laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.

Yours faithfully,

Authorised Signatory
Guarantee

Advance Payment Guarantee Arbitration/Mutual Agreement

Dear Sirs,

GUARANTEE NO. APG _____

We are informed by _____ (the "Seller") that they have received Order No. _____ from you for the supply of _____ and in this connection they are required to furnish an Advance Payment Guarantee.

We, HSBC Bank plc, GTS Services, 51 De Montfort Street, Leicester, LE1 7BB, irrevocably undertake to pay an amount up to _____ to you, despite any objection by the Seller, upon receipt by us of your original signed letter of demand, or by your banker's authenticated SWIFT accompanied by a copy of the bank payment order showing payment of the Guarantee amount having been remitted to the Seller and citing the Seller's name and quoting this Guarantee reference number and either:

(a) A certified copy of a final award of an arbitrator made in your favour under the Rules of Conciliation and Arbitration of the International Chamber of Commerce stating that the Seller has failed to comply with the terms and conditions of Order No. _____ ; or

(b) A copy of an agreement signed by or on behalf of both yourselves and the Seller stating that the Seller has failed to comply with the terms and conditions of Order No. _____ .

ALWAYS PROVIDED THAT:

1. Our liability under this Guarantee is limited to an amount not exceeding in aggregate _____ (_____).

2. This Guarantee will expire on _____. Any demand hereunder accompanied by either of the documents called for in clauses (a) and (b) above must be received by us at this office on or before that date after which this Guarantee will become of no effect whatsoever whether returned to us or not.

A person who is not a party to this Guarantee has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Guarantee. This does not affect any right or remedy of a third party that exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

This Guarantee is subject to the Uniform Rules for Demand Guarantees (2010 revision), International Chamber of Commerce Publication no. 758 and it shall be governed by and construed in accordance with the Laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.

Yours faithfully,

Authorised Signatory
Guarantee

Performance Guarantee Standard

Dear Sirs,

GUARANTEE NO. PEB _____

We are informed by _____ (the "Seller") that they have entered into Contract No. _____ with you for the supply of _____ and we have been requested to issue a Performance Guarantee.

Therefore, we, HSBC Bank plc, GTS Services, 51 De Montfort Street, Leicester, LE1 7BB, irrevocably undertake to pay to you any amount or amounts not exceeding in aggregate _____, despite any objection by the Seller, upon receipt by us of your first demand made in accordance with the claim procedure detailed below.

Your demand must be received by us on or before _____ and must be accompanied by or incorporate your declaration as follows:

"We certify that the amount claimed is due by reason of _____ having failed to fulfil their obligations under Contract No. _____."

Any demand under this Guarantee must be submitted in the following manner:

- (i) by original signed letter, or
- (ii) by your banker's authenticated SWIFT.

Any demand and declaration made in accordance with the above claim procedure shall be accepted as conclusive evidence that the amount claimed is due to you under this Guarantee.

ALWAYS PROVIDED THAT:

1. Our liability under this Guarantee is limited to an amount or amounts not exceeding in aggregate _____ (_____).
2. This Guarantee will expire on _____ and any demand and declaration hereunder must be received by us at this office in accordance with the above claim procedure on or before that date, after which this Guarantee will become of no effect whatsoever whether returned to us or not.

A person who is not a party to this Guarantee has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Guarantee. This does not affect any right or remedy of a third party that exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

This Guarantee is subject to the Uniform Rules for Demand Guarantees (2010 revision) International Chamber of Commerce Publication no. 758 and it shall be governed by and construed in accordance with the Laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.

Yours faithfully,

Authorised Signatory

Performance Guarantee Arbitration/Mutual Agreement

Dear Sirs,

GUARANTEE NO. PEB _____

We are informed by _____ (the "Seller") that they have entered into Contract No. _____ with you for the supply of _____ and in this regard we have been requested to issue a Performance Guarantee.

Therefore, we, HSBC Bank plc, GTS Services, 51 De Montfort Street, Leicester, LE1 7BB, irrevocably undertake to pay to you an amount up to but not exceeding _____, despite any objection by the Seller, upon receipt by us of your original signed letter of demand, or by your banker's authenticated SWIFT, accompanied by either:

(a) A certified copy of a final award of an arbitrator made in your favour under the Rules of Conciliation and Arbitration of the International Chamber of Commerce stating that the Seller has failed to comply with the terms and conditions of Contract No. _____ ; or

_____ ; or

(b) A copy of an agreement signed by or on behalf of both yourselves and the Seller stating that the Seller has failed to comply with the terms and conditions of Contract No. _____ .

ALWAYS PROVIDED THAT:

1. Our liability under this Guarantee is limited to an amount not exceeding in aggregate _____ (_____).

2. This Guarantee will expire on _____ and any demand hereunder accompanied by either of the documents called for in clauses (a) and (b) above must be received by us at this office on or before that date after which this Guarantee will become of no effect whatsoever whether returned to us or not.

A person who is not a party to this Guarantee has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Guarantee. This does not affect any right or remedy of a third party that exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

This Guarantee is subject to the Uniform Rules for Demand Guarantees (2010 revision) International Chamber of Commerce Publication no. 758 and it shall be governed by and construed in accordance with the Laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.

Yours faithfully,

Authorised Signatory
Guarantees

Performance Guarantee Construction Contract

Dear Sirs,

GUARANTEE BOND NO. PEB _____

THIS GUARANTEE BOND is made as a deed BETWEEN the following parties whose names and registered office addresses are set out in the Schedule to this Bond (the "Schedule"):

- (1) The "Contractor" as principal
- (2) The "Guarantor" as guarantor, and
- (3) The "Employer"

WHEREAS

- (1) By a Contract (the "Contract") entered into or to be entered into between the Employer and the Contractor particulars of which are set out in the Schedule the Contractor has agreed with the Employer to execute works (the "Works") upon and subject to the terms and conditions therein set out.
- (2) The Guarantor has agreed with the Employer at the request of the Contractor to issue this guarantee in respect of the performance of the obligations of the Contractor under the Contract upon the terms and conditions of this Guarantee Bond subject to the limitation set out in clause 2.

NOW THIS DEED WITNESSES as follows:

1. The Guarantor guarantees to the Employer that in the event of a breach of the Contract by the Contractor and subject to the provisions of this Guarantee Bond to pay to the Employer any amount or amounts not exceeding in aggregate the Bond Amount upon receipt of a written demand from the Employer stating that the amount due is to satisfy and discharge the damages which the Employer states in the demand are sustained by the Employer due to any breach of the Contract by the Contractor.
2. The maximum aggregate liability of the Guarantor and the Contractor under this Guarantee Bond shall not exceed the sum set out in the Schedule (the "Bond Amount").
3. The Guarantor shall not be discharged or released by any alteration of any of the terms, conditions and provisions of the Contract or in the extent or nature of the Works and no allowance of time by the Employer under or in respect of the Contract or the Works shall in any way release, reduce or affect the liability of the Guarantor under this Guarantee Bond.
4. Whether or not this Guarantee Bond shall be returned to the Guarantor the obligations of the Guarantor under this Guarantee Bond shall be released and discharged absolutely upon Expiry (as defined in the Schedule) save in respect of any breach of the Contract which has occurred and in respect of which a claim in writing containing particulars of such breach has been received by the Guarantor on or before Expiry.
5. The Contractor having requested the execution of this Guarantee Bond by the Guarantor undertakes to the Guarantor (without limitation of any other rights and remedies of the Employer or the Guarantor against the Contractor) to perform and discharge the obligations on its part set out in the Contract.

6. A person who is not a party to this Guarantee has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Guarantee. This does not affect any right or remedy of a third party that exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

7. This Guarantee is subject to the Uniform Rules for Demand Guarantees (2010 revision) International Chamber of Commerce Publication no. 758 ("URDG758") and it shall be governed by and construed in accordance with the Laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.

THE SCHEDULE

The Contractor: _____ whose registered office address is at

The Guarantor: ~~_____ HSBC Bank plc, whose registered office is at 8 Canada Square, London, E14 5HQ, and whose office for service is located at GTS Services, 51 De Montfort Street, Leicester, LE1 7BB.~~

The Employer: _____ whose registered office address is at

The Contract: A Contract dated the _____ day of
_____ made between the Employer and the Contractor for the construction of works at
_____.

The Bond Amount: The sum of _____ (_____).

Expiry: This Guarantee Bond shall expire and become null and void upon the date of issue of the Certificate of making good defects, or 18 months from the date of issue of the Certificate of practical completion, or on _____ whichever first occurs. The presentation to the Guarantor by the Contractor or the Employer of a copy of either certificate mentioned above shall act as conclusive evidence for the purpose of determining expiry under the respective provision.

IN WITNESS whereof the Guarantor has executed and delivered this Guarantee Bond as a Deed this
day of

EXECUTED AND DELIVERED as a deed by the Guarantor.

SIGNED AND DELIVERED)

)

BY

)

)

Attorney of

)

HSBC Bank plc

in the presence of:

Witness:

Warranty Guarantee

Dear Sirs,

GUARANTEE NO. REBLDI _____

We are informed by _____ (the "Seller") that they have entered into Contract No. _____ dated _____ with you for the supply of _____ and we have been requested to issue a Warranty Guarantee.

Therefore, at the request of the Seller, we, HSBC Bank plc, GTS Services, 51 De Montfort Street, Leicester, LE1 7BB, irrevocably undertake to pay to you any amount or amounts not exceeding the amount of our liability under this Guarantee specified below, despite any objection by the Seller, upon receipt by us of your first demand made in accordance with the claim procedure detailed below.

Your demand must be received by us on or before _____ and must be accompanied by or incorporate your declaration as follows:

"We certify that the amount claimed is due by reason of _____ having failed to fulfil their warranty obligations under Contract No. _____."

Any demand under this Guarantee must be submitted in the following manner:

- (i) by original signed letter, or
- (ii) by your banker's authenticated SWIFT.

Any demand and declaration made in accordance with the above claim procedure shall be accepted as conclusive evidence that the amount claimed is due to you under this Guarantee.

ALWAYS PROVIDED THAT:

1. Our liability under this Guarantee is limited to an amount or amounts not exceeding in aggregate _____ (_____).
2. This Guarantee will expire on _____ and any demand and declaration hereunder must be received by us at this office in accordance with the above claim procedure on or before that date, after which this Guarantee will become of no effect whatsoever whether returned to us or not.

A person who is not a party to this Guarantee has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Guarantee. This does not affect any right or remedy of a third party that exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

This Guarantee is subject to the Uniform Rules for Demand Guarantees (2010 revision) International Chamber of Commerce Publication no. 758 and it shall be governed by and construed in accordance with the Laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.

Yours faithfully,

Authorised Signatory
Guarantees

Retention Monies Guarantee

Dear Sirs,

GUARANTEE NO. REB _____

We are informed by _____ (the "Seller") that they have entered into Contract No. _____ dated _____ with you for the supply of _____ to the value of _____

(_____). We understand that under the terms of the Contract _____ % of the value thereof is to be withheld. However, as an alternative you have agreed to pay the full Contract price provided that the Seller furnishes a Bank Guarantee for an amount equal to _____ % [*the percentage as aforesaid*] of the Contract value.

At the request of the Seller, we, HSBC Bank plc, GTS Services, 51 De Montfort Street, Leicester, LE1 7BB, irrevocably undertake to pay to you an amount up to but not exceeding _____ (_____), despite any objection by the Seller, upon receipt by us of your first demand made in accordance with the claim procedure detailed below.

Your demand must be received by us on or before _____ and must be accompanied by or incorporate your declaration as follows:

"We certify that the amount claimed is due by reason of the Seller having failed to fulfil their obligations in accordance with the terms and conditions of Contract No. _____ "

Any demand under this Guarantee must be submitted in the following manner:

- (i) by original signed letter, or
- (ii) by your banker's authenticated SWIFT.

Any demand under this Guarantee must be accompanied by cop(y/ies) of bank payment order(s) showing payment(s) of the full contract amount having been remitted to the Seller and citing the Seller's name.

Any demand and declaration made in accordance with the above claim procedure shall be accepted as conclusive evidence that the amount claimed is due to you under this Guarantee.

ALWAYS PROVIDED THAT:

1. Our liability is limited to an amount not exceeding _____ (_____).
2. Our Guarantee will expire on _____ and any demand and declaration hereunder must be received by us at this office in accordance with the above claim procedure on or before that date, after which it will become of no effect whatsoever whether returned to us or not.

A person who is not a party to this Guarantee has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Guarantee. This does not affect any right or remedy of a third party that exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

This Guarantee is subject to the Uniform Rules for Demand Guarantees (2010 revision) International Chamber of Commerce Publication no. 758 and it shall be governed by and construed in accordance with the Laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.

Yours faithfully,

Authorised signature

Trade Debt Guarantee/Payment Guarantee

Dear Sirs,

GUARANTEE NO. PEB _____

We are informed by _____ (the "Buyer") that they have placed an Order with you for the supply of _____ and in this regard we have been requested to issue a Guarantee to secure the payment for goods supplied by you to the Buyer.

Therefore, we, HSBC Bank plc, GTS Services, 51 De Montfort Street, Leicester, LE1 7BB, irrevocably undertake to pay to you an amount not exceeding _____ (_____), despite any objection by the Buyer, upon receipt by us of your first demand in writing made in accordance with the claim procedure detailed below.

Your demand must be received by us on or before _____ and must be accompanied by the following:

1. Your signed certification stating:

- (a) we have supplied goods to the Buyer in accordance with the terms of the Order; and
- (b) we have requested the Buyer to effect payment in accordance with the terms of the Order; and
- (c) the Buyer has failed to effect payment for the goods and payment has not been received from any other party.

2. A copy of the unpaid invoice

Any demand under this Guarantee must be submitted in the following manner:

- (i) by original signed letter, or
- (ii) by your banker's authenticated SWIFT.

Any demand and declaration made in accordance with the above claim procedure shall be accepted as conclusive evidence that the amount claimed is due to you under this Guarantee.

ALWAYS PROVIDED THAT:

- 1. Our liability under this Guarantee is limited to an amount not exceeding in aggregate _____ (_____).
- 2. This Guarantee will expire on _____ and any demand and declaration hereunder must be received by us at this office in accordance with the above claim procedure on or before that date, after which this Guarantee will become of no effect whatsoever whether returned to us or not.

A person who is not a party to this Guarantee has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Guarantee. This does not affect any right or remedy of a third party that exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

This Guarantee is subject to the Uniform Rules for Demand Guarantees (2010 revision) International Chamber of Commerce Publication no. 758 and it shall be governed by and construed in accordance with the Laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.

Yours faithfully,

Authorised Signatory

Facility Guarantee

Dear Sirs,

GUARANTEE NO. _____

In connection with certain facilities being granted by you to _____ (the "Borrower") we, HSBC Bank plc, GTS Services, 51 De Montfort Street, Leicester, LE1 7BB, irrevocably undertake to pay to you any amount upon receipt by us of your first demand, by original signed letter, or by your banker's authenticated SWIFT, stating merely that the Borrower has failed to repay the amount so claimed.

The facilities covered by this guarantee are as follows:

| Type | Amount |
|-------|--------|
| _____ | _____ |

Our liability under this Guarantee is limited to an amount not exceeding _____
(_____).

This Guarantee will expire on _____ and any claims hereunder must be received by us at this office on or before that date after which this Guarantee will become of no effect whatsoever whether returned to us or not.

A person who is not a party to this Guarantee has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Guarantee. This does not affect any right or remedy of a third party that exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

This Guarantee is subject to the Uniform Rules for Demand Guarantees (2010 revision) International Chamber of Commerce Publication no. 758 and it shall be governed by and construed in accordance with the Laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.

Yours faithfully,

Authorised Signatory

Takeover Guarantee for Switching Bank Accounts

To: _____

In respect of _____ (Company Number _____)
(the "Company")

GUARANTEE NO. FNG _____

In connection with your agreement to release the Company from liability to you in respect of the indemnity in your favour relating to the instrument(s) listed below (the "Undertaking(s)") we, HSBC Bank plc, hereby:

- (a) Unconditionally and irrevocably agree to guarantee and indemnify you or your successors or assigns against all actions, proceedings, liabilities, claims, damages, costs and expenses of whatever nature in relation to or arising out of the Undertaking(s) and to pay to you on demand all payments, losses, costs and expenses suffered or arising therefrom in the currency in which the same are incurred or if you so specify the Sterling equivalent calculated at your spot selling rate; and
- (b) Irrevocably authorise you to make any payments and comply with any demands which appear on their face to constitute a complying presentation upon you under the Undertaking(s) without any further authority or reference and agree that any payment made shall be binding on us and shall be accepted as conclusive evidence between us as to your liability to make such payment or comply with such demand; and
- (c) Unconditionally and irrevocably undertake to provide you with funds on demand to meet such payments and your expenses, commission and charges, including any charges payable to any third party in connection with the Undertaking; and
- (d) Agree that our liability hereunder shall apply to any extension or renewal (whether in the same terms or not) of the Undertaking or any other amendment and this indemnity shall remain valid until notification by you that you are satisfied that you have no further liability under the Undertaking or any extension or renewal thereof;

Provided always that our aggregate maximum liability under this indemnity shall not at any time exceed
GBP .

Our liability hereunder shall have effect from the date hereof and shall expire upon your receipt of a cancellation notice in respect of the Undertaking.

A person who is not a party to this Guarantee has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Guarantee. This does not affect any right or remedy of a third party that exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

This Guarantee is subject to the Uniform Rules for Demand Guarantees (2010 revision) International Chamber of Commerce Publication no. 758 and it shall be governed by and construed in accordance with the Laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.

Details of Undertaking

| Date | To Whom Given | Details | Amount |
|-------|---------------|---------|--------|
| _____ | _____ | _____ | _____ |

Dated this _____ day of _____

Signed by

For and on behalf of HSBC Bank plc

Lease Guarantee

Dear Sirs,

GUARANTEE NO. PEB _____

We are informed that you, as Lessor, have entered into a Lease (the "Lease") with _____
as Lessee of the premises situated at _____ (the "Premises").

At the request of the Lessee, we, HSBC Bank plc, GTS Services, 51 De Montfort Street, Leicester, LE1 7BB, irrevocably and unconditionally undertake to pay you upon receipt by us of your first demand, by original signed letter or by your banker's authenticated SWIFT, stating the amount due to you by the Lessee under the Lease.

ALWAYS PROVIDED THAT:

1. Our total aggregate liability is limited to an amount not exceeding _____
(_____).
2. Our Guarantee will expire on _____ and any claims must be received by us in writing at this office on or before that date after which this Guarantee will become of no effect whatsoever whether returned to us or not except in relation to any such claims duly received by us on or before that date.
3. Any demand hereunder must be accompanied by your statement declaring that the amount demanded is an amount of rent properly due to you according to the terms of the Lease relating to the Premises and that you have not received payment from the Lessee or from any other party.
4. A person who is not a party to this Guarantee has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Guarantee. This does not affect any right or remedy of a third party that exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.
5. This Guarantee is subject to the Uniform Rules for Demand Guarantees (2010 revision) International Chamber of Commerce Publication no. 758 and it shall be governed by and construed in accordance with the Laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.

PROVIDED ALWAYS THAT:

(a) This Guarantee may be assigned or transferred to any person deriving title under the Lease provided that we have: (i) received confirmation from you in writing that the assignee or transferee is the person for the time being entitled to the reversion of the Lease; and (ii) given our consent to the assignment or transfer of this Guarantee to that person, such consent not to be unreasonably withheld or delayed.

(b) If the proposed assignee or transferee referred to in paragraph (a) above is someone that, in accordance with our internal policies at the relevant time, we would not wish to open a bank account with us, our refusal to give our consent will be reasonable, and we will only be obliged to give reasons for our refusal (beyond confirming that for internal policy reasons we refuse to give consent), to the extent that we would be obliged to give reasons to someone from which we had rejected a request to open a bank account with us.

Yours faithfully,

Authorised Signatory

Loan Note Guarantee

Dear Sirs,

We are informed by _____ that they have entered into an Agreement with _____, for the sale and purchase of the entire issued share capital of _____. We understand that in this regard a series of unsecured Loan Notes has been issued and we have been requested to issue a Guarantee in your favour as a holder of an unsecured Loan Note to secure payment thereof.

Therefore, we, HSBC Bank plc, GTS Services, 51 De Montfort Street, Leicester, LE1 7BB, irrevocably undertake to pay to you an amount not exceeding _____ (_____), despite any objection by _____, upon receipt by us of your first demand by either original signed letter or by your banker's authenticated SWIFT.

Your demand must be accompanied by a copy of the Loan Note(s) and your declaration stating that:

- (a) you are the bona fide holder of the Loan Note(s); and
- (b) _____ have failed to pay the amount claimed by you under this Guarantee pursuant to the Loan Note(s) on the due date(s); and
- (c) payment of the amount claimed has not been received from any other party.

Your demand and declaration shall be accepted as conclusive evidence that the amount claimed is due to you under this Guarantee.

ALWAYS PROVIDED THAT:

1. Our liability under this Guarantee is limited to an amount not exceeding _____ (_____) in aggregate.
2. Our Guarantee will expire on _____ and any claims must be received by us at this office on or before that date after which this Guarantee will become of no effect whatsoever whether returned to us or not.

A person who is not a party to this Guarantee has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Guarantee. This does not affect any right or remedy of a third party that exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

This Guarantee is subject to the Uniform Rules for Demand Guarantees (2010 revision) International Chamber of Commerce Publication no. 758 and it shall be governed by and construed in accordance with the Laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.

Yours faithfully,

Authorised Signatory
Guarantees

Letter of Intent

Dear Sirs,

BANK REFERENCE NO: _____

We, HSBC Bank plc (the **Bank**), have been approached by [_____] (the **Applicant**), in connection with a proposed [tender bond] (the **Bond**) to be issued in favour of [_____] (the **Beneficiary**) in connection with _____ *[insert description of project]*.

The Applicant has requested that we provide the Bond to the Beneficiary to support _____ *[insert description]* in a form acceptable to the Bank and in a maximum amount of _____ (_____) *[amount in words]* from (and including) the _____ *[date]* and expiring on _____ *[date]*.

Subject to the conditions set out in this letter, we can confirm that as of today's date we intend to provide the Bond to the Beneficiary as requested.

Our intention to do so is subject to, without limitation: (1) satisfaction by the Bank with prevailing market conditions; (2) satisfaction by the Bank in its sole discretion with the terms of the proposed Bond; and (3) all necessary internal approvals being obtained including, if applicable, approvals from the Bank's credit, legal and compliance departments.

This letter of intent is not a guarantee or representation as to the Applicant's financial status or capacity.

This letter of intent does not constitute an offer of financing, an offer to arrange financing or an underwriting commitment by the Bank, nor is it intended, in any way, to create legal relations between the Bank and the Applicant or between the Bank and any other party, or to impose on the Bank any legal obligation or duty. We make no representation upon which the Applicant or any other person may rely on in this letter and we shall not incur any liability to any person as a result of this letter.

Our intention as stated in this letter is provided as of today's date. We are not responsible for providing the Applicant or Beneficiary with updated status or changes to our intention beyond this date.

This letter is for the information of the Beneficiary only and the Beneficiary must not, without our prior written consent, disclose the contents of this letter or its existence to any person except, on a confidential and non-reliance basis to: (i) the Applicant; and (ii) the Beneficiary's professional advisors, in each case, who have a need to know this information and who are made aware of the contents of this paragraph prior to such information being disclosed to them. The Beneficiary may make any disclosure required under applicable law or regulation.

Please note we consider that the Applicant is acting for its own account and is not relying on us for investment advice and/or a recommendation as to the commercial reasonableness of its participation in the transaction with the Beneficiary.

Yours faithfully,

_____ *[Name]*

_____ *[Title]*

for and on behalf of HSBC Bank plc

Standby Letter of Credit – Advance Payment Guarantee

We are informed by _____ (the "Seller") that they have entered into Contract No. _____ with you for the supply of _____ to the value of _____ and in this regard they are required to provide an Advance Payment Standby Letter of Credit.

In connection with the above, we, HSBC Bank plc, 51 De Montfort Street, Leicester, LE1 7BB, irrevocably undertake to pay an amount up to any amount or amounts not exceeding ----- to you despite any objection by the Seller, upon receipt by us of your first demand made in accordance with the claim procedure detailed below.

Your demand must be received by us on or before _____, must be accompanied by a copy of your bank statement showing the advance payment having been remitted to the Seller and citing the Seller's name and quoting this Standby Letter of Credit number and must be accompanied by or incorporate your declaration as follows:

"We certify that the amount claimed is due by reason of the Seller having failed to deliver the goods in accordance with the terms and conditions of Contract No. _____."

Any demand under this Standby Letter of Credit must be submitted in the following manner:

- (i) by original signed letter, or
- (ii) by your banker's authenticated SWIFT.

Any demand and declaration made in accordance with the above claim procedure shall be accepted as conclusive evidence that the amount claimed is due to you under this Standby Letter of Credit.

ALWAYS PROVIDED THAT:

1. Our liability under this Standby Letter of Credit is limited to an amount not exceeding in aggregate (_____).
2. This Standby Letter of Credit will expire on _____. Any demand and declaration hereunder must be received by us at this office in accordance with the above claim procedure on or before that date, after which this Standby Letter of Credit will become of no effect whatsoever whether returned to us or not.

A person who is not a party to this Standby Letter of Credit has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Standby Letter of Credit. This does not affect any right or remedy of a third party that exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

This Standby Letter of Credit is subject to the International Standby Practices International Chamber of Commerce Publication no. 590 ("ISP98"). As to matters not covered by ISP98, this Standby Letter of Credit is subject to the laws of England and Wales and the jurisdiction of the Courts of England.

Standby Letter of Credit – Performance

We are informed by _____ (the “Seller”) that they have entered into Contract No. _____ with you for the supply of _____ and we have been requested to issue a Performance Standby Letter of Credit.

Therefore, we, HSBC Bank plc, 51 De Montfort Street, Leicester, LE1 7BB, irrevocably undertake to pay to you any amount or amounts not exceeding in aggregate _____, despite any objection by the Seller, upon receipt by us of your first demand made in accordance with the claim procedure detailed below.

Your demand must be received by us on or before _____ and must be accompanied by or incorporate your declaration as follows:

“We certify that the amount claimed is due by reason of _____ having failed to fulfil their obligations under Contract No. _____.”

Any demand under this Standby Letter of Credit must be submitted in the following manner:

- (i) by original signed letter, or
- (ii) by your banker’s authenticated SWIFT.

Any demand and declaration made in accordance with the above claim procedure shall be accepted as conclusive evidence that the amount claimed is due to you under this Standby Letter of Credit.

ALWAYS PROVIDED THAT:

1. Our liability under this Standby Letter of Credit is limited to an amount not exceeding in aggregate (_____).
2. This Standby Letter of Credit will expire on _____ and any demand and declaration hereunder must be received by us at this office in accordance with the above claim procedure on or before that date, after which this Standby Letter of Credit will become of no effect whatsoever whether returned to us or not.

A person who is not a party to this Standby Letter of Credit has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Standby Letter of Credit. This does not affect any right or remedy of a third party that exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

This Standby Letter of Credit is subject to the International Standby Practices International Chamber of Commerce Publication no. 590 (“ISP98”). As to matters not covered by ISP98, this Standby Letter of Credit is subject to the laws of England and Wales and the jurisdiction of the Courts of England.

Standby Letter of Credit – Trade Debt/Payment

Applicant: _____
 Beneficiary: _____
 Amount: _____
 Expiry date: _____

We, HSBC Bank plc, GTS Services, 51 De Montfort Street, Leicester, LE1 7BB, issue our irrevocable Standby Letter of Credit No: _____ for an amount of GBP _____ (_____) with respect to the purchase of _____.

This Standby Letter of Credit is available upon receipt by us of your first written demand either by original signed letter or by your banker's authenticated SWIFT accompanied by the following:

1. Your signed certificate stating that:
 - a) we have supplied goods to the Buyer in accordance with the terms of the Order; and
 - b) we have requested the Buyer to effect payment in accordance with the terms of the Order; and
 - c) the Buyer has failed to effect payment for the goods and payment has not been received from any other party.
2. A copy of the unpaid invoice.

This Standby Letter of Credit will expire on _____ and any demand must be received by us in accordance with the above claim procedure on or before that date, after which this Standby Letter of Credit will become of no effect whatsoever whether returned to us or not.

Partial drawings are allowed, provided they do not exceed in aggregate the total amount of this Standby Letter of Credit.

Except so far as otherwise expressly stated, this Irrevocable Standby Letter of Credit is subject to the International Standby Practices ICC Publication no. 590 ("ISP98"). As to matters not covered by ISP98, this Standby Letter of Credit is subject to the laws of England and Wales and the jurisdiction of the Courts of England.

Upon receipt of documents the presenting bank (where applicable) must advise us by authenticated message of the value of the presentation and the date documents were forwarded to us. This condition does not apply when documents are presented direct to us by the beneficiary.

This Standby Letter of Credit is only available for payment at our counters, HSBC Bank plc, GTS Services, 51 De Montfort Street, Leicester, LE1 7BB.

Standby Letter of Credit – Financial

To: _____ (the **Beneficiary**)

Date:

Irrevocable Standby Letter of Credit No. _____

At the request of _____, we, HSBC Bank plc, issue this irrevocable standby Letter of Credit (**Letter of Credit**) in your favour on the following terms and conditions:

1. Definitions

In this Letter of Credit:

Business Day means a day (other than a Saturday or a Sunday) on which banks are open for general business in London.

Demand means your demand for payment under this Letter of Credit in the form set out in the schedule to this Letter of Credit.

Expiry means 15:00 (London Time) on the _____

Total L/C Amount means _____

Subject to the terms of this Letter of Credit, we unconditionally and irrevocably agree with you as follows:

(a) You may request a drawing or drawings under this Letter of Credit by giving us your duly completed Demand before the Expiry of this Letter of Credit.

(b) Within _____ Business Days of receipt by us of your Demand, we shall pay you the amount requested in that Demand.

(c) We will not be obliged to make a payment under this Letter of Credit if, as a result, the aggregate of all payments made by us under this Letter of Credit would exceed the Total L/C Amount.

2. Expiry

Our obligations under this Letter of Credit will cease on Expiry with no further liability on our part except for any Demand validly presented under this Letter of Credit before Expiry, that remains unpaid.

3. Payments

All payments under this Letter of Credit shall be made in _____ and for value to the account you specify in the Demand.

4. Delivery of Demand

Any Demand must be by your original signed letter or by your banker's authenticated swift.

5. Governing Law, Jurisdiction and ICC Rules

This Letter of Credit is subject to the International Standby Practices International Chamber of Commerce Publication no. 590 ("ISP98"). As to matters not covered by ISP98, this Letter of Credit is subject to the laws of England and Wales and the jurisdiction of the Courts of England.

Yours faithfully

HSBC Bank plc

By: _____

Schedule

Form of Demand

To: HSBC Bank plc, GTS Services, 51 De Montfort Street, Leicester, LE1 7BB. SWIFT address: MIDLGB22

Date: _____

Dear Sirs

Standby Letter of Credit No. _____ **issued in favour of**
_____ **[name of beneficiary] (the Letter of Credit)**

We refer to the Letter of Credit. Terms defined in the Letter of Credit have the same meaning when used in this Demand.

1. We certify that the sum of _____ is due [and has remained unpaid for at least
_____ Business Days] [under [set out underlying contract or agreement]]. We therefore demand
payment of the sum of _____.

2. Payment should be made to the following account:

Name:

Account Number: _____

Bank: _____

Yours faithfully,

(Authorised Signatory)

(Authorised Signatory)

For

[BENEFICIARY]