



## **WARRANTY FIRST APPLICATION**

(Repayment of loans granted by a third party bank)

We refer to the Loan signed between CAPF, capital of , Whose headquarters address - - , acting as lender and the hereafter "beneficiary" and ENTITY, capital of , whose headquarters CBLR CBLR1 CBLR2, hereinafter referred to as the "borrower", by which the Beneficiary has opened to the Borrower a loan

In order ENTITY us, Misys Bank, unconditionally and irrevocably guarantee payment to the Beneficiary first application thereof an amount not to exceed a maximum of USD 984,375.00

This warranty constitutes an independent and autonomous obligation with respect to obligations of the Borrower under the loan referred to above and, notwithstanding the reference is made##, we renounce to raise any exception or because of any nature whatsoever to deny or to defer payment hereunder.

Accordingly, we will pay the Beneficiary, at the first request on his part and the maximum amount above, any amount we could claim by registered letter with acknowledgment of receipt (recorded delivery) stating:

Any claim under this warranty must be made to the Bank at the following address:

demobank street 1 new city

This guarantee will be called one or more times. Any payment made under this decrease due to competition the maximum amount payable under this warranty.

This warranty shall not validly be invoked by recorded delivery received by Misys Bank to his seat at the latest. Otherwise, this warranty will be automatically void and full right even if we are not restored.

This warranty is governed by French law and any dispute relating in particular to its validity, interpretation or performance shall be within the exclusive jurisdiction of the Commercial Court of Paris.

Done at Paris,			
Misys Bank			