

**WARRANTY FIRST APPLICATION***(Repayment granted by another bank)*

We refer to the Loan signed between CAPF, capital of , whose registered office is located address - - , acting as lender and hereinafter referred to as the "*beneficiary*" and ENTITY, capital of , whose registered office is located CBLR CBLR1 CBLR2, hereinafter referred to as the "*borrower*", by which the Beneficiary open to the Borrower a loan

On instructions from ENTITY us, Misys Bank, unconditionally and irrevocably guarantee payment to the Beneficiary first demand of it an amount not to exceed a maximum amount of USD 3,232,242.00

This warranty constitutes an independent and autonomous obligation with respect to the obligations of the Borrower under the aforementioned loan and, notwithstanding the reference made to it, we renounce raise any exception or because of some kind to refuse or to postpone payment hereunder.

Therefore, we will pay the Beneficiary, at first request from him and up to the maximum amount mentioned above, any money 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 once or several times. Any payment made in that capacity will decrease by this amount the maximum amount payable under this warranty.

This warranty shall not validly be invoked by recorded delivery received by Misys Bank at its headquarters at the latest. Otherwise, the warranty will be void automatically and by law even if it is not returned to us.

This guarantee is governed by French law and any dispute relating in particular to its validity, interpretation or its execution, will be the exclusive jurisdiction of the Commercial Court of Paris.

Done at Paris,

**Misys Bank**