GL LX250638LDN

SWIFT LC:

```
{1:F01RABONL2UUXXX9163818673}{2:O7002011140115AKBKTRISAXXX90872603161401151
911N}{4:
27:
       [Sequence of Total]
       1/1
       [Form of Documentary Credit]
40A:
       IRREVOCABLE
20.
       [Bank Reference Number]
       0865M14SA0000093
       [Date of Issue]
31C:
       140115
       :40E:UCPURR LATEST VERSION
31D:
       [Date and Place of Expiry]
       140214AT YOUR COUNTERS
50:
       [Applicant/First Beneficiary]
       ER-BAKIR ELEKTROLITIK BAKIR
       MAMULLERI A.S.//BOZBURUN MAHALLESI
       A. NURI ERIKOGLU CAD. NO:29 20085
       GUMUSLER DENIZLI TURKEY
       [(Second) Beneficiary]
59:
       GLENCORE INTERNATIONAL AG
       BAARERMATTSTRASSE 3 P.O. BOX 777,
       CII 6341 BAAR, SWITZERLAND
       [Currency Code, Amount/Increase of LC Amount]
32B:
       USD5271239,35
41A:
       [Available with ... By ...]
       RABONL2U
       BY PAYMENT
      [Partial Shipments]
43P:
       ALLOWED
      [Transhipment]
43T:
       NOT ALLOWED
       :44E:NOVOROSSISYK RUSSIA
       :44F:NEMRUT BAY ALIAGA TURKEY
44C:
       [Latest Date of Shipment]
       131231
45A:
       [Description of Goods and/or Services]
       ELECTROLYTIC COPPER CATHODES
       DELIVERY TERM: CIF FO NEMRUT BAY ALIAGA TURKEY (INCOTERMS 2010)
46A:
       [Documents Required]
       1. HANDSIGNED COMMERCIAL INVOICE IN 2 ORIGINALS AND 1 COPY
       SHOWING CIF FO NEMRUT BAY ALIAGA TURKEY (INCOTERMS 2010)
       2. COPY OF CLEAN ON BOARD CHARTER PARTY B/L ISSUED OR ENDORSED TO
       ORDER NOTIFY GLENCORE INTERNATIONAL AG, SWITZERLAND.
       3. COPY OF INSURANCE CERTIFICATE OR POLICY ISSUED OR ENDORSED TO
       THE ORDER OF 'ER-BAKIR ELEKTROLITIK BAKIR MAMULLERI A.S.' FOR AN
       AMOUNT EQUAL TO THE CIF FO VALUE OF THE COMMERCIAL INVOICE PLUS
       10 PCT SUBJECT TO INSTITUTE CARGO CLAUSES (A), INSTITUTE STRIKE
       CLAUSES (CARGO), INSTITUTE WAR CLAUSES (CARGO), CIVIL COMMOTION,
       RIOTS, FROM WAREHOUSE TO WAREHOUSE.
       + INSURANCE DOCUMENT MUST BE MARKED PREMIUM PAID.
       + INSURANCE DOCUMENT SHOWING A FRANCHISE OR EXCESS DEDUCTIBLE OR
       PERCENTAGE IS NOT ACCEPTABLE, THEREFORE ARTICLE 28-J OF UCP 600
       IS NOT APPLICABLE TO THIS L/C.
```

.

- 4. BENEFICIARY'S WRITTEN DECLARATION STATING THAT 2/3 ORIGINAL B/L HAS BEEN SENT TO GLENCORE ISTANBUL AND 1/3 ORIGINAL B/L HAS BEEN SENT WITH THE GOODS.
- 47A: [Additional Conditions]

UNLESS OTHERWISE STIPULATED IN THE CREDIT

- 1. ALL DOCUMENTS EXCEPT B/L AND INSURANCE POLICY OR CERTIFICATE SHOULD BEAR OUR L/C REF 0865M14SA0000093.
- 2. ALL DOCUMENTS MUST BE ISSUED IN ENGLISH HOWEVER PRE-PRINTED FORMS, SEALS, STAMPS IN LANGUAGES OTHER THAN ENGLISH ARE ACCEPTABLE
- 3. DOCUMENTS DATED PRIOR TO ISSUANCE DATE OF THIS CREDIT ARE ACCEPTABLE.
- 4. A DISCREPANCY FEE OF USD 50.-WILL BE DEDUCTED PER SET OF DISCREPANT DOCUMENTS.
- 5. THE PRESENTATION OF DOCUMENTS IS STRICTLY RESTRICTED TO THE NOMINATED BANK. DESPITE THIS FACT IF THE BENEFICIARY, AT HIS OWN RISK AND RESPONSIBILITY, ELECTS TO PRESENT DOCUMENTS DIRECTLY TO US OR VIA A THIRD BANK INSTEAD OF PRESENTING VIA NOMINATED BANK, THEN WE SHALL KEEP THE RIGHT NOT TO EFFECT PAYMENT TO THE PRESENTER AND NOT TO RELEASE THE COMPLIANT DOCUMENTS UNTIL WE ARE SATISFIED THAT NO PRESENTATION WAS MADE TO THE NOMINATED BANK. OUR BANK SHALL NOT BEAR ANY RESPONSIBILITY TO THE NOMINATED BANK, IF THE NOMINATED BANK TAKES UP ANY FURTHER DOCUMENTS PRESENTED AFTER HAVING RECEIPT OF OUR INQUIRY MESSAGE.
- 6. IT IS A CONDITION OF THIS L/C THAT IF THE APPLICANT ELECTS TO REMIT THE FUNDS BEFORE THE PRESENTATION OF DOCUMENTS TO THE ISSUING BANK, WE THE ISSUING BANK SHALL BE RELEASED PRO-RATA FROM OUR LIABILITIES UNDER THIS L/C BY AUTHORISING THE CONFIRMING BANK TO CLAIM REIMBURSEMENT FROM THE REIMBURSING BANK. THE CONFIRMING BANK SHALL BE ENTITLED TO AVOID DUPLICATION ON REIMBURSEMENT. IF THE BENEFICIARY PRESENTS THE DOCUMENTS TO A THIRD BANK OTHER THAN STATED HEREABOVE, THEN IT IS THE RESPONSIBILITY OF THIS BANK TO CHECK FROM THE ISSUING BANK THE STATUS OF PAYMENT. IF THE ISSUING BANK HAS ALREADY PAID THE PRESENTATION AMOUNT, THEN IT WILL NOT BE RESPONSIBLE FOR THE CHARGES OF THE THIRD BANK. THE ISSUING BANK KEEPS THE RIGHT TO DELIVER THE DOCUMENTS TO THE APPLICANT ON THE CONDITION THAT IT HAS ALREADY MADE THE RELEVANT REIMBURSEMENT AUTHORISATION.
- 7. L/C CAN BE NEGOTIATED AGAINST PHOTOCOPY DOCUMENTS WHICH ARE ACCEPTABLE AS PRESENTED DESPITE OF ANY POSSIBLE DISCREPANCIES, AS LONG AS THE L/C IS NOT OVERDRAWN, ALL REQUIRED DOCUMENTS ARE PRESENTED AND AS LONG AS THEY ARE ISSUED AND PRESENTED WITHIN PRESENTATION PERIOD OF THE L/C.
- 8. CHARGES:

ALL BANKING CHARGES AND COMMISSIONS OUTSIDE OF TURKEY INCLUDING REIMBURSEMENT CHARGES ARE FOR APPLICANT'S ACCOUNT. CHARGES AND COMMISSIONS APPLIED TO THIS L/C WILL BE AS FOLLOWS:

CONFIRMATION CHARGES: 0.70 PCT P.A.

HANDLING CHARGES: USD 1000 FLAT

71B: [Details of Charges]

PLS SEE FIELD 47A

48: [Period for Presentation]
WITHIN CREDIT VALIDITY.

49: [Confirmation Instructions]
CONFIRM

53A: [Reimbursing Bank/Sender's correspondent] /2000090700088 PNBPUS33PHL

78: [Inst Paying/Accepting/Negotiating Bank]
AGAINST STRICTLY COMPLYING DOCUMENTS YOU ARE AUTHORIZED TO
REIMBURSE YOURSELVES VIA TELETRANSMISSION ON OUR H/O INT. DIV.

ACC. NO 2000090700088 WITH WELLS FARGO BANK NA TWO ISSUING AND REIMBURSING BANK BANKING DAYS AFTER YOUR SWIFT ADVICE TO US QUOTING OUR L/C REF:0865M14SA0000093.

ALL DOCUMENTS WILL BE SENT BY EXPRESS COURIER TO OUR ADDRESS AKBANK T.A.S. FOREIGN TRADE DEPARTMENT AKBANK BANKACILIK MERKEZI CUMHURIYET MAH. PLEVNE CAD. DERELI SK.

NO:1 SEKERPINAR 41420 KOCAELI TURKEY
[Sender to Receiver Information]

72: [Sender to Receiver Information] PLS ACKNOWLEDGE RECEIPT.

-}{5:{CHK:235159F9387A}}