



# Annex 19

## FORM OF FIRST DEMAND BANK GUARANTEE

### REVISION HISTORY

Revision Level	Change Summary	Elaborated by	Approved by	Date

A handwritten signature in black ink, consisting of a stylized 'A' or 'H' shape, is written over a horizontal line.

## MODELO DE CARTA DE CRÉDITO STANDBY.

MT : 700 :

40A : Form Of Documentary Credit: **IRREVOCABLE STANDBY LETTER OF CREDIT**

20 : Documentary Credit Number: **XXXXXXXXXXXX**

31C : Date Of Issue: **XXXXXX**

40E : Applicable Rules **UCP LATEST VERSION**

31D : **Date and Place Expiration: [●] SANTIAGO, CHILE**

50 : Applicant: **TRINA SOLAR SYSTEMS (CHILE), SpA**  
**XXXXXXXXXX**

59 : Beneficiary: **[ ]**

32B : **Currency Code, Amount: USD [ ]**

41 A : Available with: **BSCHCLRMXXX**  
**BANCO SANTANDER-CHILE**  
By **PAYMENT**

43A : Partial Shipment : **ALLOWED**

45A : Description Of Goods And/Or Services:

Bank to bank instructions.

By means of this instrument Banco Santander, S.A. Shanghai Branch appreciates Banco Santander-Chile advising and adding confirmation to this Stand By.

OUR REIMBURSEMENT UNDERTAKING TO BANCO SANTANDER CHILE WILL REMAIN IN FORCE (5) BANKING DAYS AFTER THE DATE OF EXPIRATION DATE OF THE STAND-BY LETTER OF CREDIT, AS LONG AS BANCO SANTANDER CHILE CERTIFY THAT BENEFICIARY HAS PRESENTED DOCUMENTS REQUIRED WITHIN THE "VALIDITY DATE" OF THIS STANDBY LETTER OF CREDIT, AND THAT ALL TERMS AND CONDITIONS WERE COMPLIED WITH. THEREFORE WE (**Add the name of Issuing Bank (BIC CODE)**), WILL PAY AT YOUR FIRST REQUEST VIA SWIFT, THE PAYMENT WILL BE EFFECTED WITHIN 2 (TWO) WORKING DAYS IN ACCORDANCE WITH YOUR INSTRUCTIONS UP TO AN AMOUNT OF **XXXXXXXX**, AFTER RECEIPT BY US OF YOUR AUTHENTICATE SWIFT DEMAND OF PAYMENT CONFIRMING THAT BENEFICIARY HAS PRESENTED DOCUMENTS

### PARTIES

- (1) **BANCO SANTANDER-CHILE** whose principal office is located at Bandera 140, Santiago, Chile (the "**Bank**"); and
- (2) [**BENEFICIARY**], Company Number [  ] whose registered office is located at [●] (the "**Beneficiary**") which expression shall include its successors in title, transferees and assigns.

### RECITALS

- (1) By means of an engineering, procurement and construction contract (as such contract may be altered, amended or varied from time to time) (the "**EPC Contract**"), dated [●] and

entered into between (1) the Beneficiary and (2) TRINA SOLAR SYSTEMS (CHILE), SpA (the "**Contractor**"), particulars of which are set out in the EPC Contract, the Contractor has agreed with the Beneficiary to carry out and complete certain works in connection with the [Beneficiary's development] in Chile (the "**Works**") upon and subject to the terms and conditions in the Contract.

- (A) The Contractor has agreed, under the EPC Contract, to procure for the benefit of the Beneficiary an on-demand Standby Letter of Credit in the form of this Standby Letter of Credit.
- (B) The Bank has agreed, at the request of the Contractor, to enter into this irrevocable on-demand Standby Letter of Credit in favour of the Beneficiary.

#### **OPERATIVE PROVISIONS**

1. In this Standby Letter of Credit words and expressions, if not otherwise defined, shall have the meanings (if any) given to them in the Contract and:

"**Standby Letter of Credit Amount** " means the amount specified in field 32B .

"**Business Day**" means a day other than Saturday or Sunday or a public holiday on which banks generally are open for inter-bank business in Santiago, Chile ,.

"**Expiry Date**" means the expiry date specified in field 31D

2. The Bank hereby irrevocably and unconditionally (except for a expressly set forth herein) undertakes to pay to the Beneficiary upon five (5) Business Days immediately following the Business Day on which it receives a written demand from the Beneficiary in accordance with clause 4 below an amount equal to the lesser of:
  - (a) the amount specified in such demand; and
  - (b) the Standby Letter of Credit Amount less the aggregate of all previous payments made under this Standby Letter of Credit.
3. The Bank's obligation to make payments under this Standby Letter of Credit shall arise on receipt of a demand made in accordance with provisions of this Standby Letter of Credit without any further proof or condition and without any right of deduction, set-off or counterclaim, and the Bank shall not be required or permitted to make any other investigation or enquiry for the purposes hereof.
4. The Beneficiary may make one or more demands hereunder. Each demand shall be:
  - (a) substantially in the form set out in Annex 1 of this Standby Letter of Credit; and
  - (b) delivered to the Bank on a Business Day and during normal banking hours at its offices specified in clause 8 below (or such other office of the Bank in *Santiago, Chile* as the Bank may from time to time give notice to the Beneficiary).
5. In the event that the Beneficiary requests a partial payment, the amount of this Standby Letter of Credit will be reduced automatically in the sum paid according to the partial claim. The maximum aggregate liability of the Bank under this Standby Letter of Credit shall not exceed the Standby Letter of Credit Amount.
6. This Standby Letter of Credit is irrevocable. It will take effect on the date hereof and (unless previously cancelled by the written agreement of the Bank and the Beneficiary) will expire on the earliest of:
  - (a) the Expiry Date; and

- (b) the date on which all payments made under this Standby Letter of Credit shall equal the Standby Letter of Credit Amount.

The expiry of the Standby Letter of Credit under clause 6(a) above shall not affect or discharge the liability of the Bank to make payment of any demand made or any potential demand serviced of process in accordance with the provisions of clauses 2 and 4 herein, on or before the Expiry Date.

7. All payments to be made by the Bank under this Standby Letter of Credit shall be made to the account specified in the relevant demand and within five (5) Business Days immediately following the date of each demand becoming effective in accordance with clause 4 above.
8. The Beneficiary may assign, charge or transfer its rights and benefits under this Standby Letter of Credit in favor of Banco Santander-Chile and/or TMF Group New York, LLC, without the consent of the Bank. Any other assignment should be pre-approved by the Bank, which approval may not be unreasonably withheld.

The Bank shall be given notice of any such assignment or transfer in writing.

The Bank may not assign, charge or transfer its rights or benefits under this Standby Letter of Credit.

The Confirming Bank will not be liable for any claims, losses, damages, costs or expenses suffered by any party in connection with any action or inaction we take in compliance with this Standby Letter of Credit.

Sanctions authorities may require the disclosure of information related to this Standby Letter of Credit and such disclosure will not be deemed as a breach of any duty of confidentiality owed by the Bank to any party hereunder.

9. Subject to this Standby Letter of Credit, a notice under or in connection with this Standby Letter of Credit (a "**Notice**") (other than demands made under clauses 2 and 4):
- (a) shall be in writing, with the signatures thereon duly authorised by Notary Public of Chile
- (b) shall be in the English language; and
- (c) shall be delivered personally, by first class mail or by fax to the party due to receive the notice to the address specified in clause 11 or to another address specified by that party by not less than seven (7) days' written notice to the other party received before the Notice was despatched.
10. The address referred to in clause 9 is:
- (a) In the case of the Bank:

Mail: [●]

Address: #237 Bandera St. 3er Floor, Santiago Centro, Santiago

Marked for the attention of [Marco Tolosa]

[and a copy to

Address:

Marked for the attention of [insert person's name/title]

(b) In the case of the Beneficiary:

Mail: [●]

Address: Nueva Tajamar #555, Oficina 1501, Las Condes, Santiago, Chile

[Fax:]

Marked for the attention of [insert person's name/title].

11. All payments under this Standby Letter of Credit shall be made free and clear of any withholding or deduction on account of tax or otherwise unless required by law
12. All payments under this Standby Letter of Credit shall be made in [USD].
13. Any waiver by the Beneficiary of the terms of this Standby Letter of Credit or any consent or approval given by the Beneficiary shall only be effective if given in writing and then only for the purpose and upon the terms and conditions (if any) on which it is given.
14. This Standby Letter of Credit is binding on the successors of the Bank.
15. This Standby Letter of Credit and all non-contractual obligations arising from or connected with it are governed by the laws of Chile.<sup>1</sup>
16. The ordinary civil courts sitting on the commune and city of Santiago, Chile have exclusive jurisdiction to settle any dispute arising from or connected with this Standby Letter of Credit (a "**Dispute**") (including a dispute regarding the existence, validity or termination of this Standby Letter of Credit or the consequences of its nullity).
17. The parties agree that the courts of Chile are the most appropriate and convenient courts to settle any Dispute and that they will not argue to the contrary.

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<sup>1</sup> **Note to draft:** to be updated to reflect the governing law of the Bond (which will typically be the local law for each Project).

**ANNEX 1  
FORM OF DEMAND**

To: [insert details of the Bank]

Dear Sirs

**Re:** the Standby Letter of Credit dated [ ] issued by **Banco Santander, S.A., Shanghai Branch and confirmed by Banco Santander-Chile** in favour of [the Beneficiary]  
(the "Standby Letter of Credit")

[ ] We [ ] hereby demand the amount of [insert currency]

[ ] under the Standby Letter of Credit.

Payment should be made to Account Number [ ] Sort Code [ ], designated or  
named [ ] at [ ] Bank [address].  
Yours faithfully

for and on behalf of

[the Beneficiary]

  
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