

TO : Land and Houses Bank Public Company Limited (the "Bank") We, hereinafter referred to as the "Applicant", hereby request you to issue or procure the issuance of ☐ LETTER OF GUARANTEE ("LG") or ☐ STANDBY LETTER OF CREDIT ("SBLC") on the following terms and conditions for our account and or / at our own risk according to details & instructions mentioned on this application form.		DATE :
Name and Address of the Applicant: (hereinafter collectively referred to as the "debtor") 	Name and Address of other person: (to be specified in the LG/SBLC in case the Bank guarantee the other person (if any)) (hereinafter collectively referred to as the "debtor") 	
Name and Address of Beneficiary (ies) (to be specified in the LG/SBLC) : In case of multiple beneficiaries please specify 		
Type of LG/SBLC:		
Details of Underlying documents (In brief) :		
Issuance Request to the BANK For Direct Guarantee : ☐ Please issue the LG or SBLC (the "Undertaking") in favor of the Beneficiary by ☐ SWIFT ☐ LETTER For Indirect Guarantee : ☐ Please request and/or procure another branch of the Bank or another bank selected by the Bank to issue the undertaking in favor of the beneficiary (against a counter guarantee to be issued by the bank) ☐ Please request and/or procure the following issuing bank to issue the undertaking in favor of the beneficiary (against a counter-guarantee to be issued by the Bank), name, address and SWIFT code of the issuing bank: ☐ Please request and/or procure another branch of the Bank or another bank selected by the bank to issue counter-undertaking in favor of the beneficiary name, address and SWIFT code of the issuing		
Amount in figure & Words: Currency: Guarantee Amount (Undertaking amount):	Tolerance of guarantee amount in percentage : ☐ Plus/Minus (+/-)% ☐ Plus (+)% ☐ Minus (-) %	Additional related pricing i.e. Interest Rate if any : %
Effective Date: ☐ Issuance Date ☐ If other than Issuance Date please specify	Expiry Date: ☐ Conditional (please see further details as stated LG/SBLC) ☐ Fixed Expiry Date..... ☐ With automatic extension (further details as per stated on LG/SBLC) or ☐ Without automatic extension ☐ Latest Date of Claim..... (if other than Fixed Expiry Date) Which is equal toDays (Claim Period) ☐ Open Ended	

Format of Instrument to be issued :

☐ Please issue the LG or SBLC or Couter-Guarantee according to the Bank's standard format

☐ Please issue the LG or SBLC or Couter-Guarantee according to the form as attached (subject to any amendment as appropriate by the Bank discretion)

☐ Please issue the LG or SBLC or Couter-Guarantee according to the context which we provided in this form.

Governing Rules and Governing Laws to be applied for the instrument to be issued : *If the applicable governing rules/law as listed above were not selected by the applicant, the Bank shall reserve the right to exclude this part in the context of the LG/SBLC*

LG

☐ Uniform Rules for Demand Guarantee (ICC Publication No.758) or any subsequent modification or replacement.
☐ The Laws of _____

SBLC

☐ The Uniform Customs and Practice for Documentary Credits (ICC Publication No.600) or any subsequent modification or replacement.
☐ International Standby Practices 1998 (ISP98) (ICC Publication No.590) or any subsequent modification or replacement.
☐ The Laws of _____

Other Instructions : (Please specify, otherwise it will be deemed as "Not Permitted")

Multiple demands are: ☐ Permitted ☐ Not Permitted

Partial demands are : ☐ Permitted ☐ Not Permitted

Transferrable & Assignable:

☐ Non-Transferrable and Non-Assignable
☐ Transferrable and Assignable (with prior consent by the Bank in written)

Confirmation Instructions of Standby Letter of Credit: (Please specify)

Request to ☐ Add ☐ Without **May add** confirmation to this credit,

Commission charges under Standby Letter of Credit are for the account of **Applicant** **Beneficiary**

The Requested confirmation party under the standby letter of credit is ☐ Advising bank ☐ Other bank as selected by the bank

Method of Delivery :

☐ For Direct Guarantee : After the Letter of Guarantee or the Standby Letter of Credit has been issued, it shall be Delivery by SWIFT to..... (in case LG/SBLC issued by SWIFT)
☐ Collected by us (in case LG/SBLC issued by LETTER)
☐ For Indirect Guarantee : After being issued, the original of LG/SBLC shall be delivered to following address :

Special Instructions:

Charges:

All charges, commission and expenses outside Thailand are for the account of the ☐ Applicant ☐ Beneficiary

☐ Please debit relevant (If any) interest, fee, charges, commissions and expenses from our account no.
☐ Other charges (please specify)

By signing this application, the Applicant

➢ Irrevocably requests the Bank to provide the above-mentioned transaction in accordance with the instructions in this application, including any attachments ; and

➢ Confirms that it has read and understood all Terms and Conditions set out overleaf, and agrees that this application, including any attachments incorporates all Terms and Conditions set out overleaf.

For Bank use only

LG/SBLC No.:

Verified by :

Yours Faithfully,

Authorized Signature (s) with company seal of the Applicant

Terms and Conditions:

- 1.) The Debtor agrees to pay LG fee or SBLC fee (the "Guarantee Fee") for the issuance or extend the LG or SBLC (the "Letter of Guarantee") in advance at the rate announced by the Bank at the Bank's premises or through Bank's website without prior notice or the consent of the Debtor has to be obtained. The Debtor shall pay the Guarantee Fee for a period commencing from the Bank issuing or extending the Letter of Guarantee until the Bank's obligation under the Letter of Guarantee has been discharged in full and/or the original of the Letter of Guarantee has been returned to the Bank and/or the Beneficiary has confirmed in writing or by electronics information in case of issuance of Letter of Guarantee for Electronics Guarantee that the Bank's obligation under the Letter of Guarantee has been discharged in full. The Bank shall be entitled to make a set off over the deposit account owed by the Debtor as prescribed in Clause 5 to settle the Guarantee Fee/expenses of the information notification and/or communication for issuance of Letter of Guarantee. The Debtor acknowledged that the Bank reserves the right to terminate the utilization of the Letter of Guarantee under this Agreement and/or the Letter of Guarantee credit facility granted by the Bank whether in whole or in part (for undrawn amount) including other credit facilities without stating any reason or prior notice to the Debtor is required. Under this circumstance the Debtor shall not make any claim against the Bank.
- 2.) It is an obligation of the Debtor to inform the Bank in writing together with copies of all evidence covering a period that the Debtor has fulfilled its obligation secured by the Letter of Guarantee so that the Bank is able to realize its obligations under the Letter of Guarantee. In the case of issuance of Letter of Guarantee for Electronics Guarantee, obligations under the Letter of Guarantee shall be according to the electronics information sent by the Beneficiary to the Bank.
- 3.) In case the Beneficiary has informed the Bank in writing or by electronics information in case of issuance of Letter of Guarantee for Electronics Guarantee that the Debtor is in default of payment or breaches any obligation to pay damages or penalty, the Bank shall be entitled to pay to the Beneficiary within the Letter of Guarantee amount without notifying the Debtor in advance and without considering any dispute or the notice from the Debtor not allowing the Bank to pay to the Beneficiary even though the Debtor has any arguments or challenge the Bank's payment under the Letter of Guarantee or the Debtor claims that the Debtor has not breached any agreement with the Beneficiary, the Debtor shall directly file a claim against the Beneficiary. Under this circumstance the Debtor shall not refuse to reimburse the Bank for any payment or assign or delegate power to any person to receive the payment under the agreement secured by the Letter of Guarantee whether in whole or in part unless the Bank's consent has been obtained. In case the Debtor breaches this provision, it shall be considered that the Bank is at a disadvantage. Then, the Bank shall be entitled to withdraw such Debtor's actions and claim for damages in full amount.
- 4.) In case the Bank neglects to set up against the Beneficiary any defense whether the Bank knows such defense or not or the Bank receives Instruction from the Debtor not to make payment under the Letter of Guarantee, the right of recourse of the Bank remains valid.
- 5.) When the Bank has made the payment to the Beneficiary, the Debtor shall reimburse the Bank for the payment made by the Bank together with the interest to the extent permitted by law, Ministry of Finance or Bank of Thailand, at the maximum interest rate prescribed by the Bank from the due date to the date of actual payment. The Debtor acknowledges that such maximum interest rate may be changed from time to time by the Bank without informing the Debtor in advance or the Debtor's consent has to be obtained. The Debtor shall be also liable to all fees, costs and expenses in respect of enforcement of the Debtor's obligations hereunder. In the case that the Debtor has any deposit accounts with the Bank (regardless of type of deposit, home branch, and amount and whether such deposit has reached its stated maturity or not) including joint account the Debtor jointly has with other persons (set-off is to be made against only portion belonging to the Debtor) when the Debtor is in default under this Agreement or other agreements the Debtor has with the Bank if the Bank, under its discretion, consider it appropriate to prevent any loss or to relieve the damage to be occurred to the Bank or the Debtor and even if the Debtor has not yet in default or the debt is not yet become due and payable, the Debtor agrees and consents to the Bank to deduct the deposit account to repay any expenses, insurance premium, fees, penalty, interest, principal of all indebtedness immediately without advance notice to the Debtor nor additional consent from the Debtor. This consent is irrevocable until all indebtedness owed to the Bank by the Debtor is repaid in full. In case a credit balance in the Debtor's current account is insufficient, this Agreement shall be considered as the overdraft facility agreement. Then, the Debtor shall be liable to the payment of such overdraft facility in full amount together with a compound interest payable on monthly basis until all indebtedness owned for the Bank hereunder has been discharged in full. Any repayment of the indebtedness made by the Debtor shall be applied to settle all expenses, insurance premium, penalty, interest and principal sums respectively. All moneys payable by the Debtor hereunder shall be made in full without set-off or counterclaim of any kind and free and clear of, and without any deduction or withholding of any kind, without limitation, of any tax. If the Debtor is required by law to make any deduction or withholding from any payment to the Bank, the Debtor shall pay an additional amount so that, after all applicable deductions or withholding, the Bank actually receives the full amount which it would have received if no such deductions or withholdings have been required. The Debtor shall issue a certificate or evidence for the tax withheld and/or other expenses to the Bank.
- 6.) Upon the Bank's request the Debtor shall maintain credit balance or deposit money in its account opened with the Bank or provides additional security to secure its obligations under this Agreement. The Bank shall be entitled to suspend a withdrawal made over such an account or seize any money in the account at any time until the original letter of guarantee has been returned to the Bank and/or until all Bank's obligations under the Letter of Guarantee has been released completely.
- 7.) All obligations of the Debtor hereunder shall not be affected or distinguished by a reason of the right to claim damages, insurance, guarantee, security, payment or any rights under this Agreement whether in whole or in part is void.
- 8.) The Debtor agrees that even though the Bank has accepted any request to release or compromise with any person or in case the Bank changes, reduce facility amount or extend a period of the Letter of Guarantee with or without a notice to the Debtor, the Debtor's obligations under this Agreement shall not be released.
- 9.) Each of the following events shall be an event of default under the Agreement and other agreements the Debtor made with the Bank whereby the Bank may, without prior notice, demand the Debtor to repay all of the Indebtedness whether matured or not or temporary or permanently suspend the credit facilities. (i) the Debtor fails to repay the principal interest fee or any money due and payable including the repayment on the date which is not scheduled repayment date or repay in the amount less than the due and payable amount; (ii) the Debtor breaches any representations and warranties, covenants, undertakings, terms and conditions stipulated herein; (iii) the Debtor is in default with other creditors including breach of any representations and warranties, covenants, undertakings, terms and conditions under other agreements the Debtor has with the Bank or other creditors or other creditors demand repayment prior to the stated maturity; (iv) any persons referred to, documents or information given by the Debtor prove to have been incorrect or misleading when made; (v) the Debtor, the Guarantor, the Mortgagor, the Pledgor or the Depositor has passed away or is under the asset investigation by authorities or there is any order that has effect on the asset, business operation, liabilities, property, financial status of the Debtor, the Guarantor, the Mortgagor, the Pledgor or the Depositor; (vi) legal proceeding, litigation is commenced or seizer/garnishment is ordered (whether civil, criminal or bankruptcy cases) against the Debtor, the Guarantor, the Mortgagor, the Pledgor or the Depositor; (vii) the Debtor, the Guarantor, the Mortgagor or the Depositor becomes quasi-incompetent, incompetent, insolvent or is loss or unable to located or the official receiver is appointed whether temporary or permanently or is sued in bankruptcy case or any rehabilitation case is initiated or under the winding up, liquidation process or the registered name is removed or any official has taken control or seize the asset either in all or in part; (viii) any situation where the Bank may not receive repayment in full or there is a reason to believe that the business operation of the Debtor, the Guarantor, the Mortgagor, the Pledgor or the Depositor may cease or there will be a merger, disposition or discontinue to operate the normal business for more than 30 days; or (ix) the Debtor, the Guarantor, the Mortgagor, the Pledgor or the Depositor is suspended or dismissed from work or; (x) the Guarantor cancels or revokes the guarantee given hereunder, the security given to the Bank has been devalued or destroyed or substituted security is not provided within the stipulated timeframe.
- 10.) In case the Debtor is a juristic person, the Debtor shall supply to the Bank certified copies of audit financial statement for such financial year (including a profit and loss account and balance sheet) within 180 days after the end of each financial year and promptly on request or in the case of any changes of company registration, status, operation, business plan/policy, such additional financial information or other information relating to the Debtor as the Bank may request from time to time.
- 11.) The Debtor hereby irrevocably agrees and consents that the Bank may assign, transfer and otherwise grant participations in all or any part of this Agreement, any security document or guarantee without any further consent of the Debtor.

- 12.) The Debtor acknowledges and agrees that the Bank or any person shall send communications, demand notices, receipts, letters and any documents to the Debtor or any person as prescribed in the application for credit facility, service agreement or any document provided to the Bank at the address prescribed in this Agreement, place of business, or other address, or any person appointed by the Bank provides other address to the Bank or other address to be informed by the Debtor through telephone banking, internet or other channels, whether sent by hand or prepaid post (registered or not registered). In case there is no recipient, or the recipient does not accept, or the Bank is unable to send such communications or notices since the Debtor has moved without informing new address to the Bank or the Debtor's address cannot be located. Under such circumstances the Debtor agrees that notices and communications shall be deemed to be duly received by the Debtor or relevant persons of the Debtor. This provision shall also apply to the notices or communications sent to the Debtor through electronic e-mail (within reasonable time and frequency), answering machine, pager and/or internet at the address, place of business or contact address as prescribed above to be valid. All notices, correspondences or communication sent to any Debtor shall be deemed to be received by other Debtors.
- 13.) Interest calculation is on a 365 day basis for Thai Baht currency. The Debtor has read and understood the contents of this Agreement thoroughly and thereby affixed their respective signatures and seals (if any).
- 14.) In the event that liabilities arising under this application and this Agreement are denominated in a foreign currency, the Debtor hereby consents that the Bank shall have the right to convert such liabilities into Thai Baht at the Bank's applicable selling rate published on the Bank's official website on the payment date , which shall be the date on which the Bank makes payment on behalf of Debtor and/or the maturity date.
- 15.) For the purposes of this application, this Agreement including all applicable terms and conditions, the following definitions shall apply:
- a) "Correspondent Bank" means any bank (including any branch of the bank) which issues the Undertaking Instrument at the request or instruction of the Bank.
 - b) "Counter-guarantee" means the counter-guarantee, counter-SBLC, counter-indemnity, indemnity or undertaking, however named or described, issued by the Bank in favor of a correspondent bank for the purpose of procuring, facilitating or securing the correspondent's issuance of an undertaking instrument; and
 - c) "Instruction" means any instruction provided by the Debtor, including the Debtor's authorized person, which the Bank receives via any system, medium or electronic channel (including but not limited to email, fax or SWIFT) relating to the issuance of LG or SBLC.
 - d) "ISP98" means the International Standby Practices published by the International Chamber of Commerce (ICC Publication No.590, as amended or modified from time to time.
 - e) "Undertaking Instrument" means the undertaking (whether issued, confirmed, or provided by the Bank or the correspondent bank) and/or the counter-guarantee, or similar-independent payment obligation (including any extension, renewal or amendment thereof).
 - f) "UCP" means The Uniform Customs and Practice for Documentary Credit, published by the International Chamber of Commerce (ICC Publication No.600) as amended or modified from time to time.
 - g) "URDG" means The Uniform Rules for Demand Guarantee, as published by the International Chamber of Commerce (ICC Publication No.758) as amended or modified from time to time.
- 16.) The Debtor agrees and acknowledges, in cases where LG or SBLC is subjected to overseas law, to be bound by overseas laws, regulations, and/or practices, . Moreover, the Debtor agrees to waive any rights and/or defenses granted under applicable laws that limit or mitigate to any liabilities of the Debtor to the Bank, particularly in the event of whereby any dispute arising from this application and this Agreement.
- 17.) The Debtor agrees and acknowledges that this application and this Agreement shall be governed, and construed in accordance with, the laws of Thailand. The Debtor further agrees to submit to the non-exclusive jurisdiction of the Thailand's courts.
- 18.) The Debtor hereby confirms that that the Debtor has read, understood ,and acknowledged the content of the Bank's privacy notice, available on the Bank's website at www.lhbank.co.th under the topic "Other/Personal Data Protection". The Debtor acknowledges that the Bank may collect, use and/or disclose personal data under or in connection with this application and Agreement for the purposes set out in the Bank's privacy notice.

Name and Address of the Applicant :	DATE :
Name and Address of the Debtor:	
Attachment:	