Hatton National Bank PLC - Trade Services Centralized Trade Processing Dept. City Office, 2<sup>nd</sup> Floor 16, Janadhipathi Mw, Colombo 01. Dear Sir,

## REQUEST FOR A TRANSFER OF A DOCUMENTARY CREDIT

We acknowledge receipt of following Transferable Letter of Credit in our favor.

Issuing Bank	
LC No.	
Amount	
Expiry date	
HNB Reference	

We kindly request you to effect a transfer with the same terms and conditions of the original Letter of Credit except the changes made as follows.

2 <sup>nd</sup> Beneficiary			
1st Beneficiary	 	 	
Advising Bank	 		
Amount			
Unit Price		 	
Expiry date		 	<u></u>
Period for Presentation		 	
Quantity of Goods (Only if			
partial shipments permitted)		 	
Latest date of shipment		 	

Our request is irrevocable and we are in agreement that you will transfer the Letter of Credit subject to the following conditions duly marked ( )

1.	All	commission	and	charges	in	respect	of 1	he tr	ansfer
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(	) Our account
(	) 2 <sup>nd</sup> Beneficiary's account

## 2. Substitution of documents

( ) We intend forwarding drafts (if any required under the original Letter of Credit) and invoices issued in accordance with the original Letter of Credit to substitute those of the transferred Letter of Credit presented by the second Beneficiary (ies) and any other documents required to fulfill the terms and conditions of the original Credit. (In the event the above documents are not presented to you within the period allowed under the original Letter of Credit or presented after the expiry date, the sub article 38(i) of UCP 60 will apply.)

- ( ) We do not intend substituting our invoices and drafts (if any required under the original Letter of Credit) for those of the second Beneficiary (ies)
- 3. Advising of amendments

- ( ) We retain the right to refuse or to allow advising of amendments to the second Beneficiary (ies). As soon as we decide not to have advised and amendment to the second beneficiary (ies), we irrevocably agree not to accept amendments to the original Letter of Credit unless agreed thereto in writing by Hatton National Bank PLC. Hatton National Bank is entitled to refuse to accept any amendment without giving any reasons.
- ( ) Any amendment received to the original Letter of Credit may be advised to the second Beneficiary (ies) without our consent.

We hereby irrevocably confirm that we are ultimately liable for the payment of commission and charges, which are for the second Beneficiary (ies) account if the latter refuses to pay them after the expiry date of the unutilized transferred Letter of Credit.

I/We do hereby agree at all times on my behalf and my heirs executors, administrators nominee/s and assigns to hold the Bank and its successors and assigns harmless and indemnified against all actions proceeding claims and/or demands which may be brought or made against the Bank and also against all losses, damages, costs, charges and expenses which the Bank may suffer or incur or be put to by reason or in consequence of executing the transfer request, including and not limited to the:

- a) Disclosure of confidential information by virtue of transfer
- b) Dispatch of documents directly by the 2<sup>nd</sup> beneficiary's bank to the Issuing bank
- c) Submission of documents which may indicate sanctioned countries, vessels or entities.

I/We hereby confirm that Hatton National Bank reserves the right to present the documents as received from the 2<sup>nd</sup> beneficiary to the issuing bank in the event we fail to substitute invoices and drafts, if any on your first demand or if the documents presented by us create discrepancies that did not exist in the presentation made by the 2<sup>nd</sup> beneficiary and we fail to correct them on your first demand.

The relevant Letter of Credit together with the advising bank's cover letter is enclosed.
Yours faithfully,