

To: Trade Finance Expertise Desk
500 Place d'Armes, 26th Floor, Montreal, Quebec H2Y 2W3
Telephone: 1-800-269-1350 / Fax: 514-394-8966 / import.export@bnc.ca

Date : _____
YYYY MM DD

Re : Letter of credit no. _____ dated _____
AAAA MM DD

for an amount of _____
Currency Amount

issued by _____ (the "Credit")

National Bank of Canada reference no: _____

Request for:

- Partial Transfer WITH document substitution Partial Transfer WITHOUT document substitution
 Total Transfer

Name of Transferee: _____
(hereinafter the "Second Beneficiary")

Address of Transferee: _____
(hereinafter the "Second Beneficiary")

APPLICABLE FOR PARTIAL TRANSFER ONLY

Transfer Amount (in same currency of Credit): _____ (the "Transferred Amount")

Variable Conditions (may only be reduced or curtailed):

Quantity of Merchandise _____ Unit Price _____

Expiry Date _____ Latest Shipment Date _____
YYYY MM DD YYYY MM DD

Presentation Period _____ Percentage of Insurance Coverage *(if applicable) _____

* may be increased

TERMS AND CONDITIONS FOR TRANSFER UNDER A DOCUMENTARY CREDIT

1. The undersigned (the "Beneficiary"), as sole beneficiary of the Credit, hereby irrevocably requests National Bank of Canada (the "Bank") to effect the transfer of the Credit to the Second Beneficiary subject to the terms hereof. The Bank shall not be bound to transfer the Credit except in the manner expressly consented to by the Bank (and notified to the Beneficiary)

- Advice of the transfer to be made to the Second Beneficiary through the following financial institution:

Name: _____

Address: _____

2. The Beneficiary agrees to pay to the Bank on demand any loss and/or expenses that may be incurred by the Bank in connection with this transfer.

3. This transfer is subject to the transferable credits' article of the International Chamber of Commerce's Uniform Customs and Practice for Documentary Credits revision applicable to the Credit ("Rules"). The undersigned acknowledges and declares being aware of the content of such rules.

4. The Beneficiary requests the Bank to notify the Second Beneficiary in such form deemed advisable by the Bank of the terms and conditions of the Credit as transferred and to provide the Beneficiary with a copy of notification to the Second Beneficiary.

5. For Full Transfers and Partial Transfers WITHOUT Document Substitution

By this transfer, all rights of the Beneficiary in the Credit are transferred to the Second Beneficiary (up to the Transferred Amount*) and the Second Beneficiary shall (up to the Transferred Amount*) have the sole rights as beneficiary thereof, including any rights relating to any amendments. Any amendments made after the date hereof are to be advised directly to the Second Beneficiary without the consent or notice to the First Beneficiary with the exception of amendments involving increase in value and change in the quantity of goods.

* in the case of a partial transfer

6. For Partial Transfers WITH Document Substitution

By this transfer, all rights of the Beneficiary in the Credit are transferred to the Second Beneficiary (up to the Transferred Amount) and the Second Beneficiary shall (up to the Transferred Amount) have the sole rights as beneficiary thereof, provided however:

- that any amendment hereafter made shall only be advised to the Second Beneficiary upon consent of and subject to conditions of the First Beneficiary (the Second Beneficiary to be advised of such restriction at time of transfer):
- that any amendment hereafter made must be advised directly to the Second Beneficiary.

The Beneficiary agrees to deliver to the Bank on or before the date on which the Second Beneficiary's documents are presented to the Bank for payment its commercial invoice(s) and draft(s) to be attached to the shipping documents in substitution of the commercial invoice(s) and draft(s) presented by the Second Beneficiary. The delivery of such documents to the Bank shall constitute the Beneficiary's drawing under the Credit for the difference, if any, between its invoice and the invoice presented by the Second Beneficiary. Should the Beneficiary i) fail to deliver to the Bank its draft(s) (if required) and commercial invoice(s) as provided above or ii) present invoices that create discrepancies (that did not exist in Second Beneficiary's presentation) and fail to correct them on first demand, then the Bank is authorized to forward the documents presented by the Second Beneficiary to the issuing, confirming or nominated bank (or, where applicable, to honour Second Beneficiary's presentation) without regard or further responsibility to the Beneficiary.

In payment of your transfer commission and charges (to be reimbursed if you do not consent to this request):

We enclose our cheque for _____
Currency Amount

We authorize you to debit our account for an amount of _____
Currency Amount

Name of Beneficiary

X

Authorized Signature

First and last name of authorized signatory

BENEFICIARY'S SIGNATURE CONFIRMED

Name of Bank

X

Authorized Signature

First and last name of authorized signatory