

CREDIT ENHANCEMENT AGREEMENT

This Credit Enhancement Agreement ("Agreement") is made and entered into as of [Date], by and between:

The Enhancer: [Enhancer Name], having its principal place of business at [Address];

AND

The Beneficiary: [Beneficiary Name], having its principal place of business at [Address].

1. Purpose

The purpose of this Agreement is to set forth the terms under which the Enhancer agrees to provide credit enhancement for the benefit of the Beneficiary in connection with [Description of Underlying Transaction or Security] (the "Transaction").

2. Credit Enhancement Mechanism

The credit enhancement shall be provided in the following manner:

- Description of mechanism (e.g., cash collateral, letter of credit, guarantee, subordination, etc.)
- Amount or percentage covered: [Coverage Details]
- Description of trigger events and conditions for use

3. Representations and Warranties

Each party represents and warrants that:

- It is duly organized, validly existing, and in good standing under the laws of its jurisdiction.
- It has the legal power and authority to enter into this Agreement.
- Execution of this Agreement will not violate any other agreement or law.

4. Covenants

The parties agree to comply with the covenants specified in [Covenant Details].

5. Events of Default

The following events shall constitute an event of default under this Agreement:

- Failure by either party to perform obligations as agreed herein
- Insolvency or bankruptcy of either party
- Any material misrepresentation made by a party

6. Remedies

Upon the occurrence of an event of default, the non-defaulting party shall have the right to take actions as outlined in [Remedies Section].

7. Term and Termination

This Agreement shall commence on the Effective Date and continue in effect until [Termination Criteria or Date], unless sooner terminated in accordance with Section 5 herein.

8. Miscellaneous

- **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction] .
- **Entire Agreement:** This Agreement constitutes the entire understanding and supersedes all prior agreements between the parties relating to the subject matter herein.
- **Amendments:** No amendment or modification shall be effective unless made in writing and signed by both parties.
- **Notices:** All notices shall be sent to the addresses stated above or as otherwise designated.

[Enhancer Name]
Authorized Signatory

[Beneficiary Name]
Authorized Signatory

Date: _____