



CANCELLATION AND INDEMNITY AGREEMENT
CONCERNING LOST LETTER OF CREDIT

This Cancellation and Indemnity Agreement Concerning Lost Letter of Credit (the "Cancellation Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the Federal Home Loan Bank of Atlanta ("Bank"), \_\_\_\_\_ ("Beneficiary"), and \_\_\_\_\_ ("Member").

RECITALS

WHEREAS, The Bank issued Irrevocable Letter of Credit # \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_\_ to the Beneficiary in the amount of \_\_\_\_\_ U.S. Dollars (\$) on behalf of Member (the "Letter of Credit"); and

WHEREAS, the Beneficiary and the Member have delivered affidavits swearing that the Letter of Credit has been lost, copies of said affidavits being attached hereto as Exhibit A and Exhibit B, respectively, and incorporated herein by this reference.

WHEREAS Bank, Member, and Beneficiary all desire to cancel the Letter of Credit.

NOW, THEREFORE, in consideration of the above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank, Member and Beneficiary agree as follows:

- 1. Member and Beneficiary hereby request that the Letter of Credit be cancelled. The Bank, Member, and Beneficiary hereby agree that, upon the complete execution of this Cancellation Agreement, the Letter of Credit shall be cancelled and the Bank shall bear no further obligation to Member or Beneficiary or their respective successors or assigns in connection with said Letter of Credit.
2. The Member and Beneficiary shall at all times indemnify, protect, and save harmless the Bank from and against any and all claims, actions, and suits whether groundless or otherwise, and from and against any and all liabilities, losses, damages, costs, charges, counsel fees and other expenses of every nature and character by reason of this Cancellation Agreement or the presentment for payment of the Letter of Credit together with a demand for any sum of money not to exceed the amount of the Letter of Credit.
3. This Cancellation Agreement may be executed and delivered in counterparts, each of which shall be deemed an original, but all such counterparts shall constitute one agreement or instrument. This Cancellation Agreement represents the entire agreement between the parties regarding cancellation of the Letter of Credit. This Cancellation Agreement is subject to the International Standby Practices (1998), International Chamber of Commerce Publication No. 590, and also shall be governed by the statutory and common law of the United States and, to the extent federal law incorporates or defers to state law, the laws, exclusive of the choice of law provisions, of the State of Georgia. In the event that any portion of this Cancellation Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Cancellation Agreement, which can be given effect without the conflicting provision, and to this end the provisions of this Cancellation Agreement are declared to be severable.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Cancellation Agreement, which shall not be effective until it is executed by the Bank, Beneficiary, and Member.

**FEDERAL HOME LOAN BANK OF ATLANTA**

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**[INSERT MEMBER NAME]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**[INSERT BENEFICIARY NAME]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**Affidavit  
Concerning Lost Letter of Credit  
(Beneficiary)**

I (hereinafter referred to as "**Deponent**"), as \_\_\_\_\_ [*insert title*] of \_\_\_\_\_ [*insert name of Beneficiary*], am authorized to make this Affidavit on behalf of \_\_\_\_\_ [*insert name of Beneficiary*] ("**Beneficiary**"), being duly sworn, depose and say that:

- 1 The Federal Home Loan Bank of Atlanta ("**Bank**") issued Irrevocable Letter of Credit # \_\_\_\_\_ (the "**Letter of Credit**") dated \_\_\_\_\_, 20\_\_\_\_, to the Beneficiary in the amount of \_\_\_\_\_ U.S. Dollars (\$) \_\_\_\_\_ ) on behalf of \_\_\_\_\_ ("**Member**")
- 2 If available, attached hereto as Schedule A is a true and correct copy of the Letter of Credit;
- 3 The Letter of Credit has been lost;
- 4 The Beneficiary held the Letter of Credit at the time of the loss of the Letter of Credit;
- 5 Deponent has made or has caused to be made a diligent search for the Letter of Credit and has been unable to find or recover same; and
- 6 Deponent agrees that if the Letter of Credit should ever come into the possession of Beneficiary, or under its custody or power, Beneficiary will immediately and without consideration surrender the Letter of Credit to the Bank.
- 7 This Affidavit may be relied upon by the Bank and by Member, and their successors and assigns, and Deponent represents and warrants that he/she has the authority to give this Affidavit on behalf of Beneficiary.

EXECUTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ on behalf of Member by:

\_\_\_\_\_ (*SEAL*)

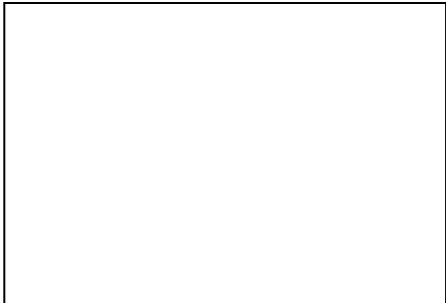
Name: \_\_\_\_\_

Title: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_ before me appeared \_\_\_\_\_, to me personally known, who being duly sworn did say that she/he is the \_\_\_\_\_ of \_\_\_\_\_, and that the foregoing affidavit was signed and sealed on behalf of \_\_\_\_\_ and said \_\_\_\_\_ acknowledged this instrument to be the free act and deed of \_\_\_\_\_.

Notary Public in and for the State of \_\_\_\_\_ Notarial Seal:

My commission expires \_\_\_\_\_



**SCHEDULE A TO BENEFICIARY AFFIDAVIT**

**COPY OF LETTER OF CREDIT WITH ALL AMENDMENTS AND ENDORSEMENTS**

**EXHIBIT B**

**Affidavit  
Concerning Lost Letter of Credit  
(Member)**

I (hereinafter referred to as "**Deponent**"), as \_\_\_\_\_ of the \_\_\_\_\_ ("**Member**"), am authorized to make this Affidavit on behalf of the Member, and being duly sworn, depose and say that:

- 1 The Federal Home Loan Bank of Atlanta ("**Bank**") issued Irrevocable Letter of Credit # \_\_\_\_\_ (the "**Letter of Credit**") dated \_\_\_\_\_, 20\_\_\_\_\_, to \_\_\_\_\_ ("**Beneficiary**") in the amount of \_\_\_\_\_ U.S. Dollars (\$ \_\_\_\_\_) on behalf of Member;
- 2 If available, attached as Schedule A is a true and correct copy of the Letter of Credit;
- 3 The Letter of Credit has been lost;
- 4 The Beneficiary held the Letter of Credit at the time of the loss of the Letter of Credit;
- 5 Deponent agrees that if the Letter of Credit should ever come into the possession of Member, or under its custody or power, Member will immediately and without consideration surrender the Letter of Credit to the Bank.
- 6 This Affidavit may be relied upon by the Bank, and its successors and assigns, and Deponent represents and warrants that he/she has the authority to give this Affidavit on behalf of the Member.

EXECUTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ on behalf of Member by:

\_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_ before me appeared \_\_\_\_\_, to me personally known, who being duly sworn did say that she/he is the \_\_\_\_\_ of \_\_\_\_\_, and that the foregoing affidavit was signed and sealed on behalf of \_\_\_\_\_ and said \_\_\_\_\_ acknowledged this instrument to be the free act and deed of \_\_\_\_\_.

Notary Public in and for the State of \_\_\_\_\_

Notarial Seal:



**SCHEDULE A TO MEMBER AFFIDAVIT**

**COPY OF LETTER OF CREDIT WITH ALL AMENDMENTS AND ENDORSEMENTS**