

**Application for Issuance of a Letter of Guarantee
or Amendment of Letter of Guarantee**



<input type="checkbox"/> Application for a bank Guarantee		<input type="checkbox"/> Amendment (provide new details only) of a Bank Guarantee No. _____		Date: _____	
<p>This is an application for the Letter of Guarantee Facility made available to us by the National Bank of Kuwait S.A.K.P. - Bahrain Branch (the "Bank") and/or pursuant to Credit Facility Agreement between us and the Bank (as amended, amended and restated, replaced or supplemented from time to time) (collectively referred to hereinafter as the "Credit Facility Agreement"), I/we hereby request the Bank to issue or amend a Letter of Guarantee (the "Guarantee") as follows:</p>					
Full name and address of Applicant (the "Borrower")			Full name and address of Applicant in the Guarantee		
			(to be specified in the Guarantee if other than the Borrower)		
			Effective Date: _____		Expiry Date: _____
Full name and address of Beneficiary			Fixed Expiry <input type="checkbox"/>	Auto renewable <input type="checkbox"/>	Open Ended <input type="checkbox"/>
			Form of Guarantee		
			Bank Standard Format <input type="checkbox"/>		Attachment Provided <input type="checkbox"/>
			(Format must be stamped and signed by the authorized signatory, if attached)		
Guarantee Currency & Amount			Guarantee Type		
Currency		Amount		Bid/Tender Bond <input type="checkbox"/>	Performance Bond <input type="checkbox"/>
Amount (in word)			Advance Payment <input type="checkbox"/>	Financial <input type="checkbox"/>	
			Retention <input type="checkbox"/>	Corporate/Bank <input type="checkbox"/>	
			Payment <input type="checkbox"/>	Others (specify) <input type="checkbox"/>	
Issuance Manner			Guarantee Purpose and Contract Information		
Direct Letter <input type="checkbox"/>	Re-issue <input type="checkbox"/>	Counter Guarantee <input type="checkbox"/>			
Advising Bank Full Name & Address:					
SWIFT Code:					
Counter-guarantee or guarantee advised through the Correspondent Bank but for the purposes of the account undertakings and indemnities in this Application will be treated as the Guarantee.					
Applicable Rules and/or Law		Subject to URDG 758 <input type="checkbox"/>	Other <input type="checkbox"/> (specify)		
Cash Collateral			Charges		
Against Guarantee Margin	Yes <input type="checkbox"/>	No <input type="checkbox"/>	All fees, commissions, charges to be debited to our account		
Cash Collateral Account			Debit Account for Charges		
Specific Request					
I/We hereby confirm and agree that the Guarantee once issued by the Bank can be collected by/delivered to:					
We request you to issue the Guarantee in accordance with the above instructions and subject to the conditions printed overleaf.					
Signature and stamp of Applicant/Borrower			Acknowledged and agreed by the Cash Collateral Account Holder (if different from the Applicant)		
Name: _____			Name: _____		
Signature: _____			Signature: _____		
Tel. No.: _____		Fax No.: _____	Tel. No.: _____		Fax No.: _____
Contact Email: _____			Contact Email: _____		
Commercial Registration/ID: _____			Commercial Registration/ID: _____		

APPLICATION FOR ISSUANCE OF A LETTER OF GUARANTEE AGREEMENT AND INDEMNITY

In consideration of your issuing a Guarantee as detailed above, we hereby undertake to pay immediately on you or your correspondent's first demand any payment you or your correspondents may have made or are called upon to pay and to indemnify you and reimburse you for any or all expenses you or your correspondent may have or ought to have sustained as a result of your doing so. We also hereby authorize you to debit our Account stated above or any other accounts with you whether in or outside Bahrain for any amounts due to you or to your correspondents in connection with your guarantee including charges, interest and expenses.

We hereby, irrevocably and irreversibly authorize you and your correspondent to automatically extend the validity of your Guarantee referred to herein, at your own discretions, without referring to us, for any period/periods whenever the Beneficiary requests. We also authorize you, at the time of issuing the guarantee or at any time convenient to you at your sole discretion during the validity to debit our account(s) with the provision which represents the Cash Collateral of the Guarantee. If our account(s) have insufficient amounts for the cash collateral, you may not issue the letter of guarantee as requested.

In case of insufficient balance in our account(s), we hereby undertake to pay you this provision immediately on your first demand without the need for any legal proceeding. We confer upon you the right to reimburse yourself directly by way of set-off from the provision held by you an amount or amounts you are required to pay plus all charges, interest and expenses incurred as a result of your issuing the guarantee, without referring to us.

As regard to the foreign letters of guarantees, we hereby authorize you to issue a counter guarantee in favor of your correspondents according to its requirements but subject to your approval so that your correspondents in turn issue their letter of guarantee in favor of the beneficiary. We agree that your underlying counter-guarantee would always constructed to be valid 30 days beyond the guarantee's expiration date for lodgment of claim by the correspondent bank.

In the event, laws and regulations in the country where the letter if guarantee is to be issued warrants that release of the letter of guarantee is subject to its return to the issuing bank, our indemnity and liability towards you and your correspondent bank will deemed to valid until the beneficiary return the original guarantee notwithstanding the expiry dates mentioned in the Guarantee or in your counter guarantee issued in favor of your correspondents.

In any event, we irrevocably and irreversibly undertake not to interfere in any action, legal or otherwise, which would or might impede any payment by you or your correspondents under this Guarantee to the beneficiary or to the correspondent bank or to the counter guarantee bank and we agree and accept your effecting payment of the amount irrespective of any contrary judgment or order issued by any court. We also undertake to pay you the amount of the guarantee plus charges, interest and expenses and to reimburse you of any losses you or your correspondent bank may sustain as a result of issuing this Guarantee.

The content of this Application Form shall be subject to the Bahraini law, and any dispute that may arise as a result of thereof, shall be subject to the jurisdiction of the Bahraini courts, however, I/ we acknowledges that the bank has the right to choose any other place for litigation against me/ us, where the I/ we have money or a domicile at.

Signature and stamp of Applicant/Borrower	Acknowledged and agreed by the Cash Collateral Account Holder (if different from the Applicant)
Name: _____	Name: _____
Signature: _____	Signature: _____
Tel. No.: _____ Fax No.: _____	Tel. No.: _____ Fax No.: _____
Contact Email: _____	Contact Email: _____
Commercial Registration/ID: _____	Commercial Registration/ID: _____

Application for Issuance of a Letter of Guarantee or Amendment of Letter of Guarantee



Pledge Letter/ Placing Lien Over Deposit (Saving / Deposit)

To: **National Bank of Kuwait S.A.K.P – Bahrain Branch**

Date: _____

Pledged (Cash Collateral) Account Number: _____ **Currency:** _____

Please take delivery of the above-mentioned account standing in my/our name(s) and hold the same as a security together with subsequent renewals of the above-mentioned pledged account, whether for the same amount, an increased amount, or a reduced amount in any currency as a form or security for payment and discharge of all monies and liabilities arising as a result of all the credit facilities, its interest, commissions, and expenses granted now, or to be granted in the future to the Borrower.

I/ we hereby agree that all obligations arising as a results of the Credit Facility Agreements entered into between the Bank and the Borrower(s) related to the granted credits and facilities or those which will be granted by the Bank the future, and whether or not such facilities are represented as a whole or in part by an indebted current account.

I/ we also hereby agree, to that Bank's record books, its registers and statements extracted from thereof which are sent to the Borrower(s), shall be considered as conclusive evidence in proving the Borrower(s) obligations, and the Borrower(s) shall not have the right to allege not being aware of thereof or the correctness of it, by any means, unless the Borrower(s) proves otherwise with considerable legal evidence.

I/ we also acknowledge that I/ we shall not have the right to withdraw any amount from the principal pledge account and shall not have the right to give any transfer order, as long as any of the obligations which are due on the Borrower(s) have not been completely executed and a written and comprehensive discharge has not been obtained from the Bank in this regard, and my account shall remain frozen with the Bank, till that execution and the discharge takes place.

As for the interest due on the pledge account, I/ we hereby agree that it shall be deposited in the pledge account and shall be added to the capital to be considered as a part of the original pledged balance, and to be subject to this pledge.

I also acknowledge that the current the pledge, the subject of this agreement, has been made in favor of the Bank exclusively, and no one else. In the event where the Borrower(s) fail to pay the amounts due by him/them in favor of the Bank, for any reason whatsoever, I/ we shall thus unconditionally and irrevocably authorize the Bank without the need to serve any prior notices, to apply the pledge and to dispose of the proceeds of the accounts and its interest and to pay all the amounts and obligations which are due on the Borrower(s), and to convert the pledged amounts, to the facility's currency, as per the circulation rate applied by the Bank on the transfer date, without giving me the right to object through the set-off method, till the full payment of the balance has been made, without the Bank been obliged to execute only on the pledged account firstly, as it shall have the right to execute on the other monies of the Borrower(s).

I/ we also agree to that this pledge remains in effect so long as the Borrower(s) has not paid his debts towards the Bank and acknowledge throughout this period, not to take any action that may affect the rights of the Bank in the securities or reduce any of thereof, and acknowledge the Bank's right to maintain such pledge in the event of renewing the facilities to the Borrower(s) by the Bank without the need to obtaining my/our approval To such.

I/ we also agree to the Bank's right to request from the Borrower(s), whenever it wishes, to be presented with additional guarantees, or to increase the present guarantees against all the Borrower(s) obligations towards the Bank, even if such obligations were conditional or not yet due, whenever the Bank perceives that the value of the pledge is not enough to cover the amounts due on the Borrower(s), and in the event where the Borrower(s) fail comply with the Bank's request within the grace period to be specified by the Bank for any reason whatsoever, the debit become due immediately and the Bank shall be entitled to execute the above mentioned pledge, without any responsibility arising on it if it doesn't use such right.

Accordingly I/ we hereby declare that I/We and the Borrower(s) are jointly and severally obliged for the payment of all due loans at present or in future and that my/our guarantees to the Borrower(s) is indivisible before the Bank and that my/our guarantees to Borrower(s) is a general grantee for all the Borrower(s) accounts and debits towards the Bank and that the Bank shall have the right to execute against me for the collection of the Borrower(s) debit towards the Bank, either on the account subject of this pledge or on any/all of my moveable or other fixed assets.

I/ we also declare that this pledge is binding to me and my private and general successors and valid before me, and I/ we shall have no right to violate any of its terms. This Application Form shall be considered an irrevocable document, and that my signature on it has been made with my sole consent without any legal obstacles.

The content of this Application Form shall be subject to the Bahraini law, and any dispute that may arise as a result of thereof, shall be subject to the jurisdiction of the Bahraini courts, however, I/ we acknowledges that the bank has the right to choose any other place for litigation against me/ us, where the I/ we have money or a domicile at.

Signature and stamp of Applicant/Borrower	Acknowledged and agreed by the Cash Collateral Account Holder (if different from the Applicant)
Name: _____	Name: _____
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