

UTILISATION REQUEST NO.		DATED : / /	
<input type="checkbox"/> FACILITY AGREEMENT – BANK LETTERS OF GUARANTEE NO:			
<input type="checkbox"/> FACILITY AGREEMENT – MULTIPRODUCT NO.:			
FOR <input type="checkbox"/>ISSUANCE <input type="checkbox"/> MODIFICATION OF A BANK GUARANTEE INSTRUMENT			
1. BORROWER / INSTRUCTING PARTY			
Name of the company:			
Unique Registration Code:			
Trade Registry Number:			
Str.	No.	Bl.	Sc. Ap.
Address: County/District	PC	Locality	Country:
Contact person:	E-mail address:		Tel:
2. GUARANTEE INSTRUMENT DETAILS ¹			
Under our full responsibility,			
<input type="checkbox"/> for our account and on our behalf			
<input type="checkbox"/> for our account and on behalf of the Applicant ² , as below identified:			
Name of the Applicant:			
Unique Registration Code:			
Trade Registry Number:			
Str.	No.	Bl.	Sc. Ap.
Address: County/District	PC:	Locality	Country:
Contact person:	E-mail address:		Tel:
we request you to:	<input type="checkbox"/> issue	<input type="checkbox"/> a bank letter of guarantee	number ³ : /
	<input type="checkbox"/> modify	<input type="checkbox"/> a bank letter of counter guarantee	
		<input type="checkbox"/> a stand-by letter of credit subject to ISP98	
hereinafter called “Guarantee Instrument” according to the following instructions:			
3. BENEFICIARY:			
Name of the company:			
Unique Registration Code:			
Trade Registry Number:			
Str.	No.	Bl.	Sc. Ap.
Address: County/District	PC	Locality	Country:
Contact person:	E-mail address:		Tel:
4. VALUE:			
Value of the letter of guarantee/credit:	Amount	Currency	Value of the counter guarantee:
			<input type="checkbox"/> Same as the value of the Letter of guarantee/credit, or (if otherwise):
<input type="checkbox"/> Increase by:			<input type="checkbox"/> Increase by:
<input type="checkbox"/> Decrease by:			<input type="checkbox"/> Decrease by:
new value to read:			new value to read:
<input type="checkbox"/> Payment under the letter of guarantee/credit in other currency:			<input type="checkbox"/> Payment under the counter guarantee in other currency:
Currency at exchange rate ⁴ :			Currency at exchange rate ⁴ :
The letter of counter guarantee will guarantee the Letter of guarantee/credit mentioned at point 7 to be issued by the Second Issuing Bank in favor of the Beneficiary mentioned at point 3.			
5. VALIDITY:			
Letter of bank guarantee/stand-by letter of credit		Letter of counter guarantee	
<input type="checkbox"/> Until the date of: / /		<input type="checkbox"/> Until the date of: / / ⁵	

¹ If there is more than one letter of guarantee issued/modified please fill in an utilization request for each letter of guarantee.

² To be filled in only if it is different from the Borrower/Instructing Party; The Applicant: third party indicated in the guarantee having the obligation under the underlying relationship with the beneficiary referred below; in case of a joint venture all parties to be detailed.

³To be filled in only in case of a modification of an existing Guarantee.

⁴ To be filled with the institution whose exchange rate is applicable (eg: NBR) for LG currency/currency used for payment of the LG.

⁵ Usually it is the **letter of bank guarantee validity + 15 calendaristic days**.

6. DETAILS REGARDING THE WORDING OF THE LETTER:

BCR standard template in Romanian or English accepted by us, Borrower/Instructing Party/Applicant according to General Conditions for Credit Facilities

other, as attached hereto and signed for acceptance by us, Instructing Party/Applicant

the wording of the Guarantee Instrument to be modified as follows:

We request the issuance/modification based on the copies of the documents attached hereto and certify that such copies are true to the originals:

documents of tender commercial contract other documents with similar force

The guarantee/counter guarantee is subject to the Law applicable and /or ICC Paris- Uniform Rules for Demand Guarantees, as mentioned on the first page of the guarantee/counter guarantee.

7. TYPE OF GUARANTEE INSTRUMENT:

for participation to the Bid with closing date for submitting applications: / / payment retention/for warranty period
LOT:

good performance advance payment custom duties/fiscal obligations other:

8. INSTRUCTIONS FOR DELIVERY/HANDLING TO BENEFICIARY / ADVISE/ ADD CONFIRMATION :

through Instructing Party special courier (by the bank)

through SWIFT message to partner bank: SWIFT code: _____

and instruct the partner bank to:

advise the Guarantee Instrument/modification of the Guarantee Instrument to the Beneficiary (Advising bank)

issue the Guarantee Instrument /modification the Guarantee Instrument under the letter of counter guarantee/stand by letter of credit (Second Issuing Bank)

to add their confirmation to Stand By letter of credit/modification to Stand By letter of credit (Confirming Bank)

9. FEES AND CHARGES RELATED TO GUARANTEE INSTRUMENT

Fees and charges shall be paid according to the provisions of the Facility Agreement and shall be debited from the account IBAN no. _____

a) issuance/increase and/or validity prolongation fee to be paid⁶:

Up front, at the issuance date of the Guarantee Instrument anniversary (calculated from the issuance date)
 In installments, starting with the issuance date of the Guarantee Instrument, with _____ periodicity: calendar year

b) fees and charges demanded by other banks involved in transaction are for the account of:

Borrower/Instructing party, by debiting:

the same account IBAN as above

account IBAN no. _____

Beneficiary; in case of refusal from the Beneficiary, the Borrower/Instructing Party expressly authorize BCR to debit the account IBAN mentioned at point b)

10. Other terms and conditions

By signing this request, the Applicant and the Instructing party mandates the Bank and gives it full authority to undertake, in the name and on behalf of the Applicant and /or the Instructing party, any action, at the discretion of the Bank, considered necessary and/or advisable to fulfill the terms and conditions of this request.

The applicant expressly declare that he has acknowledged that the commitment to be assumed by BCR under the Letter is independent of the underlying transaction and that he understands that the payment in the execution of the Letter will be made by BCR upon receipt of the first written request from the Beneficiary according to the text of the Letter and to the law which governs it and knowing that BCR can not oppose payment in execution, in accordance with the terms and conditions of the Letter. The Applicant instructs the Bank to make the payment in accordance with the terms of the Letter and declares that any issues/discrepancies that arise will be resolved subsequently by the Applicant, directly with the Beneficiary, without involving the Bank in any way. **Also, the applicant undertakes to require the Recipient of the Letter to return the original and/or confirmation of cancellation.** The applicant understands that by issuing /modifying the counter guarantee letter, this request has been fulfilled. The applicant expressly declares that BCR is relieved of any liability in the event of the bank correspondent's refusal to approve/issue/ modify (as the case may be) the guarantee in accordance with these instructions.

The letter represents a Guarantee Instrument within the meaning of the General Conditions for Credit Facilities.

The Applicant and the Instructing party expressly accept the limitation of the bank's liability for (i) the authenticity of the documents, (ii) the transmission and translation of the documents (iii) the restrictions imposed by commercial, economic, financial or legal penalties as specified in this request.

The Bank reserves the right not to issue the Letter, not to make the payment of the Letter, and not to implement any Letter related instructions if the issuance of the Letter and/or the payment and/or the implementation of that instruction could lead to any violation by the Bank of any commercial, economic or financial sanction arising from any laws, regulations, embargoes or restrictive measures imposed, enacted or enforced by the Security Council of the United Nations, the European Union, Romania or any government or institution or official agency.

⁶ In case of LG increase or prolongation will be kept the type of payment chosen at the issuance of the guarantee instrument.

By signing this request, the Applicant and the Instructing party declare that they have acknowledged and accepted all the terms and conditions established in this request.

This utilisation request is an integral part of the Facility Agreement mentioned above.

	Last name	First name	Position	Signature
Borrower/Instructing party:				
Applicant⁷:				

Date : / /

⁷ In case of a joint venture, the request is signed by the Association Leader.