

Amendment to Irrevocable Documentary Credit (DC) Application



Date of application ____/____/____

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

This is an application for the trade service(s) specified below. Please complete the required information and provide any instructions related to the trade service(s).

Applicant Name (The Customer): _____

Name of Contact Person: _____

Applicant Tel: _____ Import Account No. (If Known): _____

DC Number: _____

Present Beneficiary: _____

Details of amendments to be made to DC

DC Currency: _____ DC Amount: _____

Amend DC Amount Increase Decrease

The Amount By: _____

New Amount in words: _____

New Amount in Figures: _____

Amend Latest Shipment date: New Latest Shipment Date

Amend Expiry Date to:

Insurance Increase in insurance cover note attached

Other amendments: _____

Amendment Charges

Amendment charges to be paid by: _____

Applicant by debiting account number _____ Beneficiary's account _____

The Bank and the Applicant hereby confirm and agree that:

- The terms and conditions detailed in the Letter of Credit application shall be incorporated into this application mutatis mutandis where references to "Application Form" shall be read as references to this application for amendment of an existing letter of credit; and
- The Bank is hereby authorised to debit the Applicant's account for an amount equal to any additional margin charges from this amendment and/or expenses incurred in connection with the amendment to the above referenced Letter of Credit.
- In consideration of the Bank issuing this credit, the Applicant hereby agrees that the credit will be subject to the Uniform Customs and Practice for Documentary Credits (2007 revision) and the International Chamber of Commerce Publication No. 600, as may be amended from time to time, and the conditions on the reverse side of this application, both of which form an integral part of this application.
- The Applicant confirms that neither the Bank, nor any its correspondents, are in any circumstance responsible for the genuineness or validity of the documents under each Letter of Credit.
- This Application and Letter of Credit shall be governed by and interpreted in accordance with the laws of the Kingdom of Bahrain.

The Courts of the Kingdom of Bahrain shall have jurisdiction to hear and determine any action arising out of or in connection with this Application and any Letter of Credit issued pursuant to this Application, and, for that purpose, irrevocably submit to the jurisdiction of the Courts of the Kingdom of Bahrain. The submission to the jurisdiction of the Courts of the Kingdom of Bahrain shall not be construed so as to limit the right of the Bank to take proceedings against the Applicant in any other court of competent jurisdiction.

We, the Applicant have reviewed and accepted the Terms and Conditions set out in this Application and hereby agree to be bound by its provisions.

Signed for and on behalf of the customer:

Authorized Signatories

S.V

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



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

Date (DD-MMM-YYYY) ____/____/____

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: _____

Signature: _____

Signature: _____

Tel. No: _____ Fax No: _____

Tel. No: _____ Fax No: _____

Contact Email: _____

Contact Email: _____

Commercial Registration/ID: _____

Commercial Registration/ID: _____

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