**Non-profit organization "Fund for the Development of Economics and Direct Investments of the Chukotka Autonomous Region"**

|  |
| --- |
| **APPROVED**  by the Fund Council Minutes  of the meeting No. 3  dated February 20, 2017 |

**The order of performance of obligations under the given guarantee**

Anadyr

2017

1. GENERAL PROVISIONS

1.1. This Procedure determines the procedure for the Fund to fulfill its obligations under the concluded guarantee agreements.

The procedure is formed in accordance with the Civil Code of the Russian Federation, Federal Law No. 209-FZ of July 24, 2007 "On the Development of Small and Medium-Sized Enterprises in the Russian Federation", Order No. 763 of the Ministry of Economic Development of the Russian Federation of November 28, 2016 " On Approving Fund Requirements Lending assistance (guarantee funds, guarantee funds) and their activities ".

1.2. The following terms are used in this Procedure:

Financing agreement - loan agreement, loan or leasing agreement concluded between a borrower and a financial institution;

The Borrower is an SME entity or an SME support infrastructure organization that has entered into a loan agreement with a financial institution with a partner of the Fund, a loan or leasing agreement with the Fund's guarantee;

Support infrastructure organizations - commercial and non-commercial organizations, whose activities are aimed at providing conditions for the creation and development of small and medium-sized businesses and supporting them;

Suretyship is a written commitment of the Fund that ensures the fulfillment of obligations under a loan agreement, a lease agreement for a SME entity or the organization of an infrastructure for supporting SME entities at the expense of a guarantee fund, formalized by a contract of suretyship;

The Board of the Foundation is the supreme collegiate governing body of the Fund;

The subject of SMEs are legal entities, peasant (farm) households and individual entrepreneurs, referred to small and medium-sized businesses in accordance with the conditions established by Federal Law No. 209-FZ of July 24, 2007 "On the Development of Small and Medium-Sized Enterprises in the Russian Federation";

Requirement is a requirement of a financial organization to fulfill obligations under agreements on provision of guarantees signed between a financial institution and the Fund;

A financial institution is a credit organization, a leasing company or a microfinance organization that participates in competitive selection;

Foundation - Non-profit organization "Fund for the Development of Economics and Direct Investments of the Chukotka Autonomous Region".

Other concepts and terms used in this Procedure are applied in the values determined by federal legislation and regulatory legal acts of the Chukotka Autonomous Region.

1.3. This procedure applies to the activities of the Fund as a regional guarantee organization.

2. PROCEDURE OF PERFORMANCE OF OBLIGATIONS UNDER THE EXISTING PRIVILEGES

2.1. Within a period of not more than 5 (Five) working days from the date of the Borrower's failure to fulfill its obligations under the financing agreement to repay the principal and / or interest on it, the financial institution shall notify the Fund in writing of this with an indication of the type and amount of the Borrower's outstanding Liabilities and the calculation of the debt of the Borrower to the financial institution.

2.2. Within the timeframe established by the financial institution, but no more than 10 (ten) business days from the date of the Borrower's non-fulfillment / improper performance of obligations under the financing agreement, the financial institution presents a written claim (claim) to the Borrower, which specifies: the amount of the outstanding debt, the account number for which are subject to enrollment of funds aimed at paying off existing debts, as well as the deadline for the fulfillment of the requirements of the financial institution.

The financial institution sends a copy of the above requirement (claim) within the same period to the Fund.

2.3. The Borrower shall take all reasonable and available measures in the circumstances to properly discharge its obligations within the time limit specified in the claim (s) of the financial institution.

2.4. The Borrower shall, in full or in part, fulfill the claim (claim) of the financial institution, as well as the impossibility of fully or partially meeting the claim (claim) claimed by the financial institution (claim) in writing, in writing, to notify the financial organization and the Fund with reasons.

2.5. During no less than 90 (ninety) calendar days from the date of the Borrower's failure to fulfill its obligations under the financing agreement, the financial institution is obliged to take all reasonable and accessible measures in the current situation (including by writing off the funds from the account of the Borrower on the basis of a prior acceptance, Foreclosure on the subject of a pledge, presentation of a demand for a bank guarantee, guarantees of third parties (with the exception of the Fund), bringing an action against the Borrower, etc.) in order to obtain from the Borrower non-refundable Of the principal amount of debt, payment of interest on it, and fulfillment of other obligations stipulated by the financing agreement.

2.6. The Fund accepts the request of the financial institution to fulfill its obligations under the guarantee agreements (hereinafter referred to as the demand) after 90 (ninety) calendar days from the date of failure by the SME entity and / or the organization to support its obligations under loan agreements, financial leasing contracts, And other contracts, and non-repayment to the financial institution of the amount of debt under the contract, in the event that the financial institution takes all measures to claim the unreturned amount, the obligor The subject of the SME and (or) the organization of the support infrastructure that the financial institution had to undertake in accordance with the contract of guarantee.

Under default of obligations by the Borrower under the Loan Agreement (upon repayment of the amount of the principal debt (loan amount)), the following cases are understood:

- default on the repayment of the entire loan amount (principal) in the term established in the Loan Agreement as the final repayment period of the loan amount;

- default on the repayment of the entire amount of the loan (principal debt) within the period set by the Bank in the claim (claim) to the Borrower for early loan demand.

The maximum liability of the Fund to financial organizations can not exceed 70% of the amount of the non-executed SME entity, the organization of the infrastructure supporting the obligations under the concluded financing agreement, at the time of presentation of the claim by the financial institution under such a contract secured by the Fund's guarantee.

2.7. The Fund accepts the request in the presence of the following documents:

1) confirming the right of the financial organization to receive the amount of debt under the contract:

a) copies of the guarantee agreement and security agreements (with all amendments and additions);

b) a copy of the document confirming the person's authority to sign the demand;

c) calculation of the current amount of the obligation, confirming that the amount of the claims of the financial organization is not exceeded to the debt of the SME entity and (or) the organization of the support infrastructure;

d) calculating the amount claimed for payment, compiled as of the date of presentation of the claim to the Fund, as a separate document;

e) information on the details of the bank account of the financial institution for the transfer of funds of the Fund.

2) confirming the intended use of credit (loan) (on credits (loans) provided to supplement working capital and other operational expenditure):

a) statements of loan account of the subject of SMEs and (or) the organization of an infrastructure of support confirming the fact of issuing cash ( Parts of cash);

b) copies of payment documents, credit and cash orders, confirming the use of the subject of SMEs and (or) the organization of an infrastructure of support of cash acquired for the purposes stipulated in the documents sent to the Fund for consideration of the application for a guarantee; c) copies of contracts, confirming the use of the subject of SMEs and (or) an organization's infrastructure support funds received for the purposes stipulated in the documents sent to the Fund for consideration of the application for a guarantee, and payment (full or partial) which was carried out at the expense of funds contracts . On the acquisition of fixed assets in the ownership or long-term lease, contracts for construction and repair work, and so on (depending on the purpose of the loan) with an annex (acceptance certificates, fixed assets conveyancing). (depending on loan purpose);

d) invoices for payment, on which the payments due to the funds raised under the contracts secured by the guarantee fund, if agreements are not concluded.

3) supporting the implementation of a financial institution of measures to obtain the sum of the outstanding obligations, including:

a) the information in any form (as a separate document) confirming:

- the presentation of the requirements of SMEs and (or) the organization of an infrastructure to support the performance of the violated obligations;

- withdrawal of funds on the terms of advance acceptance from the accounts of the SME entity and (or) the organization of the support infrastructure and its guarantors (with the exception of the Fund) opened in the financial institution, as well as from accounts opened with other financial organizations;

- pre-judicial enforcement of the pledge on the subject of pledge;

- satisfaction of claims by offsetting against the requirement of an SME entity and (or) organization of a support infrastructure, if the demand of a financial institution can be satisfied by offsetting;

- presentation of claims under the guarantee and (or) an independent guarantee of third parties (with the exception of the Fund);

- filling a lawsuit against the court for forcing the amount of debt from the SME entity and (or) the organization of the support infrastructure, guarantors (with the exception of the Fund), about foreclosure on the subject of pledge;

- the implementation of other measures and the results achieved.

b) an extract from the accounts for the account of the enforcement of obligations of the SME entity and (or) the organization of the support infrastructure;

c) a copy of the claims of financial institutions to SMEs and (or) organization supporting infrastructure on the performance of the violated obligations (with confirmation of its communication to SMEs, and (or) the organization of an infrastructure to support SMEs, and, if available, a copy of the subject SME response and (or) the organization of the support infrastructure, to the specified requirement of the financial institution;

d) copies of documents confirming the measures taken by the financial institution to recover the SME's overdue debt and / or the organization of the support infrastructure under the main contract by making a demand for writing off money from the bank account of the SME entity and (or) organizing the support infrastructure, of this acceptance, namely a copy of the payment request / collection order (with notification of the placement in the card file, in case of failure to fulfill these documents) and (or) the bank warrant (with account statement filing, in the event of default);

e) copies of documents confirming the measures taken by the financial institution to apply for the pledge (if a pledge was made as collateral for the fulfillment of the obligations of the SME subject and / or the organization of the support infrastructure), namely a copy of the notification of the beginning of the Russian legislation on pledge foreclosure on the subject of a pledge with evidence of its direction to the pledge (in the case of extrajudicial procedure for foreclosure) and (or) with a request to apply for foreclosure with evidence of its receipt by the court (in the case of a judicial order for foreclosure), in the case of filling documents in court electronically through an automated filing system, a copy of the electronic confirmation of the relevant electronic system on the receipt of documents In court, and also in the presence of information on the amount of claims of the financial organization, satisfied by selling the mortgaged property;

f) copies of documents confirming the measures taken by the financial institution to present a claim under an independent guarantee and (or) guarantees of third parties (if an independent guarantee or third-party guarantees are provided as security for the fulfillment of obligations of an SME subject and / or organization of the support infrastructure). With the exception of the Fund, namely a copy of the relevant claim (s) to the guarantor (guarantors) with proof of its direction to the guarantor (guarantors), and also in the presence of - information the amount of claims of financial institutions, are satisfied at the expense of independent guarantees (warranties from third parties);

g) copies of claims for recovery of debts from an SME entity and (or) organization of a support infrastructure, guarantors (third parties) (if third party guarantees are issued as security for the performance of obligations of an SME subject and / or organization of support infrastructure), on foreclosure on collateral.

2.8. All documents submitted with a request by a financial institution to the Fund must be signed by an authorized person and sealed with a seal of the financial institution (if any).

2.9. The Guarantor shall notify the Borrower in writing not later than two (2) working days from the date of receipt of the request of the Financial Organization, but in any case until the satisfaction of the request of the Financial Organization, about the presentation of the claim by the Financial Institution.

2.10. The Fund is obliged to review them and notify the financial institution of the decision taken within a period not exceeding 15 (Fifteen) working days from the receipt of the request of the financial institution and the documents specified in clause of this procedure, and in case of objections, the Fund sends a letter to the financial institution showing all available objections.

2.11. In the absence of objections, the Fund shall transfer funds to the specified bank accounts within 30 (thirty) calendar days from the date of presentation of the request by the financial institution.

2.12. The Fund's liabilities are deemed to be duly executed from the moment of transfer of funds to the account of the financial institution.

3. PROCEDURE OF TRANSITION OF RIGHTS OF REQUIREMENTS TO THE FUND AFTER THE EXECUTION OF OBLIGATIONS UNDER THE EXISTING PRIORITY

3.1. To the Fund that fulfilled the obligations under the suretyship agreement (obligations for the Borrower under the loan agreement) the rights of claim are transferred to the same extent, in which the Fund actually satisfied the requirements of the financial organization.

3.2. After the performance of obligations under the guarantee agreement, the Fund shall, within a period of not less than 5 (Five) working days from the date of transfer of funds, present a request to the financial organization to provide documents and information certifying the rights of claims of the financial organization to the Borrower and the transfer of rights providing these claims. 3.3. The financial organization shall within a period of 5 (Five) working days from the receipt of the request from the Fund transfer to the Fund all documents and information certifying the rights of claims of the financial organization to the Borrower, as well as the rights providing these claims. Documents are transferred by the financial organization to the Fund in originals, and in case of impossibility to do so - in the form of notarized copies.

3.4. The transfer of documents from a financial institution to the Fund is carried out with the preparation of an act of acceptance and transfer of documents.

3.5. The Fund is obliged to exercise its right of claim arising from the fact of payment under the guarantee agreement by filing a corresponding claim in recourse to the Borrower, its guarantors or by foreclosing on the subject of the pledge in the part in which the Fund has satisfied the claim of the financial institution.

3.6. In the event that the Fund makes payment on demand of the financial institution after the decision of the bailiff on the completion of the enforcement proceedings (due to liquidation, bankruptcy, death of the borrower or impossibility to establish the borrower's address or location of the borrower's property), the director of the Fund does not file a demand for recourse to the Borrower.

3.7. After the transfer of the claim from the financial institution to the Fund and the implementation by the Fund of all the necessary actions to claim the debt in accordance with the legislation of the Russian Federation and the internal regulatory documentation of the Fund, the director of the Fund submits to the Council of the Fund the question of writing off bad debts when determining the impossibility of collecting the debt. Based on the decision of the Board of the Fund, the debt that is impossible to repay is written off.