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

**APPROVED**

by the Fund Council Minutes

of the meeting No.3

of February 20, 2017.

Changed: by the decision

of the Fund Council,

Protocol No. 5

of March 27, 2017.

**The procedure and conditions for providing guarantees to SMEs and organizations that form the infrastructure for the support of SME entities (edition of 27.03.2017).**

Anadyr

2017

1. GENERAL PROVISIONS

1.1. This "Procedure and conditions for providing guarantees to SME entities and organizations that form the infrastructure for supporting SME entities" (hereinafter - the Procedure) determines the procedure and conditions for granting guarantees to SME entities and organizations that form the infrastructure for supporting SME entities, as well as the monitoring procedure for guarantees issued by the Fund.

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 infrastructure organization supporting SME entities that have concluded or intend to conclude a loan agreement with a financial institution, an agreement on the provision of a bank guarantee, under the guarantee of the Fund;

The organizations of the infrastructure for supporting small and medium-sized businesses (hereinafter referred to as infrastructure organizations, the borrower) are 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;

The total limit of the Fund's guarantees (hereinafter referred to as the total limit) is the Fund's guarantee limit established for all Financial Institutions and for all types of secured financial obligations in aggregate.

The official website of the Foundation is the official website of the Foundation in the information and telecommunication network "Internet" [www.fond87.ru](http://www.fond87.ru);

A loan agreement is an agreement under which a bank or other credit organization (creditor) undertakes to provide monetary funds (credit) to a borrower in the amount and on terms stipulated in the contract, and the borrower undertakes to return the received money and pay interest on it. The provision of a loan may be in the form of a lump sum or within a certain period of time within the agreed limit by opening a credit line.

Loan agreement is a contract under which one party (the creditor) transfers money to the other party (the borrower) and the borrower undertakes to return to the creditor the same amount of money (loan amount) and pay interest on the loan amount in the amounts and in the order determined by the contract If the loan agreement does not provide that the loan is interest-free).

Limit of guarantees of the Fund for a specific type of secured obligation (hereinafter - the limit on the type) - the maximum amount (amount) of guarantees of the Fund, established for all Financial Organizations for a specific type of secured financial obligations.

The guarantee limit established for a specific financial institution (hereinafter - the limit for a financial institution) is the maximum amount (amount) of guarantees specified by the Fund for a particular Financial Organization for a specific type of secured financial liabilities.

The limit of guarantees for one borrower is the maximum amount of a one-time guarantee issued in respect of one SME entity, the organization of a support infrastructure, as well as the maximum liability of the Fund to a financial institution per borrower.

Guarantee – a written obligation of the Fund, providing execution of obligations under the loan from the contract, the contract on granting Bank guarantees for SMEs or organizations of infrastructure of support of SMEs at the expense of the guarantee Fund furnished a guarantee agreement;

The Fund Board is the highest collegial body of management of the Fund;

The subject of small and medium-sized business (hereinafter referred to as the SME entity, the Borrower) are legal entities, peasant (farm) enterprises and individual entrepreneurs, referred to small and medium-sized business entities in accordance with the conditions established by Federal Law No. 209-FZ of July 24, 2007 "On the development of small and medium-sized business in the Russian Federation";

Financial organization, the Lender is a credit institution, a microfinance or leasing company that has concluded an agreement with the Fund on cooperation in providing guarantees from the funds of the guarantee fund (hereinafter referred to as the Cooperation Agreement);

Fund, Guarantor - Non-Profit Organization "Fund for Development of Economics and Direct Investments of the Chukotka Autonomous Region".

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

1.3. In accordance with this Procedure, the Fund provides guarantees for financial obligations of SMEs and / or infrastructure organizations, arising from the following types of contracts:

1.3.1. Loan agreement, revolving credit line, non-revolving credit line;

1.3.2. A contract for the provision of a bank guarantee;

1.3.3. Leasing agreement;

1.3.4. Loan and microloan agreement.

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

2. TERMS OF PROVISION OF GUARANTEES

2.1. The Fund, under the terms of subsidiary liability, provides guarantees for the obligations of SMEs and / or organizations of the infrastructure for supporting SME entities, under contracts on the basis of applications received from financial organizations, with the attachment of documents the list of which is established by this Procedure.

2.2. The Fund provides guarantees on terms of payment and urgency.

2.3. Guarantees of the Fund are provided to SMEs and / or infrastructure organizations that have a sound financial position, but do not have sufficient collateral, upon the conclusion of the Financial Institution.

2.4. As part of the guarantee issued, the Fund is responsible to the Financial Institution for the performance by the Borrower of its obligations under the financing agreement in terms of the loan amount (principal debt under the loan agreement), loan amount (principal debt under the loan agreement), leasing payments in terms of the value of the leased asset under financial Lease (leasing), the amount of money to be paid to the guarantor under the bank guarantee.

Within the framework of the issued guarantee, the Fund is not liable to the Financial Organization for the performance by the Borrower of its obligations under the financing agreement in respect of payment of interest for the use of the loan / loan, commissions, interest for the use of other people's money (art.395 of the Civil Code of the Russian Federation), penalties (fine, fines) Reimbursement of legal costs for debt collection and other losses caused by the Borrower's failure to perform (improperly execute) its obligations to the Financial Institution.

2.5. The guarantee of the Fund is represented by the conclusion of a tripartite guarantee agreement between the Financial organization, the SME entity and (or) the infrastructure organization (Borrower) and the Fund (Surety).

2.6. The Fund provides guarantees to ensure the obligations of SMEs and infrastructure organizations registered and operating in the Chukotka Autonomous Region.

2.7. The maximum amount of a one-time guarantee issued in respect of one SME entity, the organization of a support infrastructure may not exceed 10% of the Fund's guarantee capital.

2.8. 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.

2.9. The guarantee limit on the borrower, that is, the maximum amount of the Fund's obligations under surety agreements that can simultaneously act in relation to one SME entity and / or the organization of the support infrastructure, can not exceed 15% of the Fund's guarantee capital.

3. PROCEDURE OF PROVIDING GUARANTEES

3.1. The Borrower independently applies to the financial institution with which the Fund has concluded a cooperation agreement with an application for the provision of cash in the form of a loan, a revolving credit line, an unrevolving credit line, a guarantee, a loan, a lease.

3.2. The creditor independently, in accordance with the procedure established by its internal regulatory documents, reviews the application of the Borrower, analyzes the documents submitted to it, the financial condition of the Borrower, decides whether it can be lent / loaned / banked / leased, and determines the amount of necessary collateral this financing agreement.

3.3. If the security provided by the Borrower and / or third parties for it is not sufficient, the Lender determines the compliance of the Borrower with the requirements set by the Fund as reflected in the "Procedure for selecting SME entities, organizations that form the infrastructure for supporting SMEs, as well as the requirements and conditions for cooperation Fund with them when providing guarantees ", approved by the Council of the Fund, Minutes No. 3 of 20.02.2017.

If the Borrower complies with the requirements of the Fund, the Financial Institution shall inform the Borrower of the possibility of attracting the guarantee of the Fund to ensure fulfillment of obligations to the Financial Institution and the main conditions for providing such a guarantee.

3.4. If the Borrower agrees to use the Guarantee of the Fund, the Lender shall, within 3 (three) business days from the moment of such withdrawal, forward it to the application for the guarantee and the package of documents listed in Section 4 of this Procedure.

3.5. The Fund has the right to request from the Lender or the Borrower any additional documents necessary for making a decision on the provision of a guarantee.

3.6. Within three (3) working days from the date of receipt of the complete set of documents referred to Section 4 of this Order, the Fund shall audit the Borrower for compliance with the requirements specified in section 3 of this Order, shall evaluate the legal capacity of the Borrower, whether goodwill, Risk Assessment in losses to the Fund as a result of non-fulfillment, not timely or complete fulfillment of the Borrower's obligations, and shall make a package of documents for consideration by the Fund Council, which decides in ability or inability to provide guarantees on credit obligations of the Borrower to financial institutions.

With a negative result of the application by the Board of the Foundation to SMEs and (or) the organization of infrastructure, as well as financial institution sent an official response to the reasons for rejection in accordance with section 5 of this Procedure.

3.7. The decision of the Foundation Board may provide for additional conditions for the provision of a suretyship for a specific loan / loan project, which must be taken into account in the contract of guarantee.

3.8. The Fund shall inform the Lender in writing about the decision taken within 3 (Three) business days from the date of the decision.

3.9. With a positive decision of the Board of the Foundation and the credit committee (another collegial body that takes a decision to grant a loan, a revolving credit line, a non-revolving credit line, a loan, a leasing in a financial institution, hereinafter - the "credit committee") of the Lender, the Fund enters into a suretyship agreement The recommended form \* - Appendix No. 3) with the Lender and the Borrower.

The validity period of the decision to grant a guarantee is no more than 90 (Ninety) calendar days from the date of this decision.

3.10. Surety agreement comes into legal force after signing it by all parties and only after 100 (one hundred) percent payment of commission by the Borrower to the Fund.

3.11. The fee for the provided guarantee is calculated in accordance with the "Procedure for calculating the fee for the provision of guarantees by the Fund" approved by the Council of the Fund, Minutes No. 3 of February 20, 2017.

3.12. The financial organization has the right to withdraw the Application at any stage of its consideration, until the conclusion of the contract of guarantee and payment by the Borrower of the fee for the provided guarantee.

3.13. After the conclusion of a loan agreement with the Borrower, the Financial Organization shall, within 5 (Five) working days, forward the following to the Fund:

3.13.1. A copy of the financing agreement certified by the financial institution, in order to secure the obligations under which the guarantee of the Fund was issued;

3.13.2. A copy of a contract certified by the financial institution confirming the availability of collateral of the Borrower in the amount of at least 30% (Thirty) percent of the amount of the collateral required;

3.13.3. Certified by the Financial Organization a copy of the document confirming the actual receipt by the Borrower of credit resources.

3.14. The Fund ensures the record-keeping and storage of the concluded guarantee agreements, the documents attached to them, including the documents that served as the basis for the decision to grant (deny) the guarantee of the Fund.

3.15. The Fund conducts the analytical reporting under contracts of guarantees, payments under contracts of guarantees, on recovered means from the Borrower for execution of its obligations to the Financial organization.

3.16. The financial organization monitors the performance by the Borrower of obligations under financing agreements concluded under the guarantee of the Fund in accordance with the rules of work of the Financial Organization and notifies in writing the Fund about the early and timely performance by the Borrower of all obligations under financing agreements.

3.17. The Bank shall provide the Fund with documents confirming the intended use by the Debtor of the monetary (credit) funds received by the Debtor under the loan agreement secured by the Fund's guarantee, within 15 (fifteen) working days from the date of receipt of the relevant documents from the Obligor.

4. LIST OF DOCUMENTS APPLICABLE TO THE APPLICATION FOR THE PROVISION OF THE FUND'S ASSISTANCE

4.1. In order to consider the issue of guarantee for the obligations of the Borrower - an individual entrepreneur without the formation of a legal entity (SME entity), the Creditor sends the following package of documents to the Fund:

1) Inventory of documents with page numbering;

2) Application for the provision of suretyship (Appendix No. 2);

\* The recommended form of the guarantee agreement is the form of the guarantee agreement recommended by the Fund to the conclusion between the Fund, the Borrower and the Financial Organization. The final form of the guarantee agreement with each financial institution - the partner of the Fund is agreed upon individually and may differ from the recommended one.

3) A copy of the power of attorney of the representative of the Lender who signed the Suretyship Application, certified by the Lender;

4) A copy of the application, or a loan application form for the borrower, certified by the Lender;

5) Consent to the processing of the Borrower's personal data in favor of the Fund (Appendix No.1);

6) A copy of the decision of the creditor's credit committee or an extract from the said decision to provide credit resources indicating the loan / loan parameters, certified by the Lender;

7) The conclusion of the Lender's specialist who conducted the analysis of the Borrower's activity submitted for consideration by the Lender's credit committee, on the financial status of the Borrower;

8) A document confirming the availability of the borrower's security in the amount of not less than 30% (Thirty) percent of the amount of necessary collateral in respect of the return of the actually received loan amount and the composition of said security (copies certified by the Lender);

9) A copy of the passport of a citizen registered as an individual entrepreneur and being a Borrower certified by the Lender;

10) A copy of the certificate of state registration of the Borrower as an individual entrepreneur, certified by the Lender;

11) A copy of the certificate of the Borrower's tax registration, certified by the Lender;

12) The original or a copy of the certificate from the tax authority certified by the Lender confirming that the Borrower does not have any tax arrears to the budgets of all levels for the last reporting date preceding the date of the application for the guarantee;

13) Certificate of the Creditor on the absence of the Borrower's breach of credit agreements previously concluded with the Creditor, agreements on a revolving or non-renewable credit line, loan agreements, financial leasing (leasing), agreements on provision of a bank guarantee;

14) A copy of the business plan and feasibility study for attracting credit resources in the form of the Lender, certified by the Lender (if any);

15) Copy (s) of the license (s) for the Borrower to perform activities (if the principal or additional activities of the Borrower are licensed), certified by the Lender;

16) Extract from the unified state register of individual entrepreneurs (original, copy or generated by the use of specialized electronic programs, certified by the Lender) for a date not earlier than 30 calendar days preceding the date of filing an application for the provision of security services;

17) Copies of financial and accounting statements for the previous year with a note of acceptance by the tax authority, certified by the Lender (the composition of the accounts is determined depending on the applicable form of taxation);

18) Guarantee letter from the Borrower on the absence of violations of the terms of earlier concluded loan agreements, renewable or non-renewable credit line agreements, loan agreements, financial leasing, contracts for provision of bank guarantees for 3 (Three) months preceding the date of request for suretyship;

19) A letter of guarantee from the Borrower regarding the absence of the application of an insolvency (bankruptcy) procedure, including supervision, financial recovery, external management, bankruptcy proceedings, or sanctions in the form of cancellation or suspension of a license (if the borrower's activities are licensed) for two Years (or a shorter period, depending on the term of economic activity), preceding the date of application for obtaining the guarantee of the Fund.

4.2. To consider the issue of providing a guarantee for the obligations of the Borrower - a legal entity, the Creditor sends the following package of documents to the Fund:

1) The list of documents (in order of priority) with page numbering;

2) Application for the provision of a guarantee (Appendix No. 2);

3) A copy of the power of attorney of the representative of the Lender who signed the Suretyship Application, certified by the Lender;

4) A copy of the application, or a borrower's questionnaire for obtaining a loan / loan / leasing;

5) A copy of the decision of the creditor's credit committee or an extract from the said decision on the provision of credit resources with indication of the loan parameters, certified by the Lender;

6) The conclusion of the Lender's specialist who conducted an analysis of the Borrower's activity submitted for consideration by the Lender's credit committee, on the financial status of the Borrower;

7) A document confirming the availability of the borrower's security in the amount of at least 30% (Thirty) percent of the amount of necessary collateral in terms of the return of the actually received amount of credit resources and the composition of said security (copies certified by the Lender);

8) Copies of constituent documents of the Borrower certified by the Lender;

9) A copy of the certificate of state registration of a legal entity - the Borrower, certified by the Lender;

10) A copy of the certificate on the statement of the Borrower for tax accounting, certified by the Lender;

11) The original or a copy of the certificate from the tax authority certified by the Lender confirming that the Borrower does not have any tax arrears to the budgets of all levels for the last reporting date preceding the date of the application for the guarantee;

12) Copies of passports of the founders and the head of the legal entity - the Borrower certified by the Lender;

13) A copy of the main document containing an indication of the citizenship of the head and founder (s) of the legal entity. In the event that among the founders of the Borrower there are legal entities, foreign entities or authorities, it is necessary to indicate the appropriate allocation of shares in the capital;

14) Certificate of the Creditor on the absence of the Borrower's breaches of credit agreements previously concluded with the Creditor, agreements on a revolving or non-renewable credit line, loan agreements, financial leasing (leasing), agreements on provision of a bank guarantee;

15) A copy of the business plan and feasibility study for attracting credit / borrowed resources provided by the Borrower in the form of the Lender, certified by the Lender (if any);

16) Copy (s) of the license (s) for the Borrower's right to carry out activities (if the principal or additional activities of the Borrower are licensed) certified by the Lender;

17) Extract from the unified state register of legal entities (original, copy or generated by the use of specialized electronic programs, certified by a financial institution) on a date not earlier than 30 calendar days preceding the date of filing an application for the provision of security services;

18) Copies of financial and accounting statements for the previous year with a note on the acceptance of the tax authority, certified by the Lender;

19) Guarantee letter from the Borrower on the absence of violations of the terms of the previously concluded loan agreements, loan agreements, financial leases (leasing), contracts for the provision of a bank guarantee for 3 (Three) months preceding the date of application for the guarantee;

20) A letter of guarantee from the Borrower regarding the absence of an insolvency (bankruptcy) procedure, including supervision, financial recovery, external management, bankruptcy proceedings, or sanctions in the form of cancellation or suspension of a license (in the event the borrower's activities are licensed) for two years (or a shorter period, depending on the term of economic activity), preceding the date of application for obtaining the guarantee of the Fund.

4.3. To consider the issue of providing a guarantee for the obligations of the Borrower - the organization of the infrastructure for supporting SME entities, the Creditor submits the following package of documents to the Fund:

1) Inventory of documents (in order of priority) with page numbering;

2) Application for the provision of a guarantee (Appendix No. 2);

3) A copy of the power of attorney of the representative of the Lender who signed the Suretyship Application, certified by the Lender;

4) A copy of the application, or a loan application form for the borrower, certified by the Lender;

5) A copy of the decision of the creditor's credit committee or an extract from the said decision to grant a loan specifying the loan parameters, certified by the Lender;

6) The conclusion of the Lender's specialist who conducted an analysis of the Borrower's activity submitted for consideration by the Lender's credit committee, on the financial status of the Borrower;

7) A document confirming the availability of the borrower's security in the amount of at least 30% (Thirty) percent of the amount of necessary collateral in respect of the return of the actually received amount of loan funds and the composition of the said security (copies certified by the Lender);

8) Copies of constituent documents of the Borrower certified by the Lender;

9) A copy of the certificate of state registration of the infrastructure organization - the Borrower as a legal entity, certified by the Lender;

10) A copy of the certificate on the statement of the Borrower for tax accounting, certified by the Lender;

11) The original or a copy of the certificate from the tax authority certified by the Lender confirming that the Borrower does not have any tax arrears to the budgets of all levels for the last reporting date preceding the date of the application for the guarantee;

12) Copies of passports of the founders and the head of the infrastructure organization - the Borrower, certified by the Lender;

13) A copy of the main document containing an indication of the citizenship of the head and founder (s) of the legal entity. In the event that among the founders of the Borrower there are legal entities, foreign entities or authorities, it is necessary to indicate the appropriate allocation of shares in the capital;

14) Copies of the financial and accounting statements for the previous year with a note on the acceptance of the tax authority, certified by the Lender;

15) Certificate of the Creditor on the absence of the Borrower's breach of previously concluded agreements with the Lender - that have not breached the terms of the previously concluded loan agreements, contracts for a revolving or non-renewable credit line, loan agreements, financial Lease (leasing), contracts for the provision of bank guarantees, government contracts;

16) A copy of the business plan and a feasibility study for attracting credit / borrowed resources provided by the Borrower in the form of the Lender, certified by the Lender (if any);

17) Copy (s) of the license (s) for the Borrower's right to carry out activities (if the principal or additional activities of the Borrower are licensed), certified by the Lender;

18) Extract from the unified state register of legal entities (original, copy or generated by the use of specialized electronic programs, certified by a financial institution) on a date not earlier than 30 calendar days preceding the date of filing an application for receiving services for the provision of a guarantee;

19) Letter of guarantee from the Borrower that credit / borrowed funds will be directed to activities to support and develop small and medium-sized businesses;

20) Guarantee letter from the Borrower on the absence of violations of the terms of the previously concluded loan agreements, loan agreements, financial leases, contracts for the provision of bank guarantees, government contracts for 3 (Three) months preceding the date of application for the guarantee;

21) A letter of guarantee from the Borrower regarding the absence of an insolvency (bankruptcy) procedure, including supervision, financial recovery, external management, bankruptcy proceedings, or sanctions in the form of cancellation or suspension of a license (in the event the borrower's activities are licensed) within two Years (or a shorter period, depending on the term of economic activity), preceding the date of application for obtaining the guarantee of the Fund.

4.4. In the course of work with the application for the provision of services for the provision of guarantees, the Fund may request additional documents and information from the Borrower necessary for making a decision to provide a guarantee.

4.5. The Fund Order may approve a more detailed list of documents for making a decision to provide a guarantee with an indication of the requirements for these documents. An up-to-date list of documents for making a decision to provide a guarantee with an indication of the requirements for these documents is posted on the Fund's official website.

5. REASONS FOR REFUSAL IN THE PROVISION OF FUND'S ASSISTANCE

The borrower may not be permitted to provide guarantees to the Obligee if:

1) borrower does not satisfy the requirements of the Fund specified in the "Procedure for the selection of SMEs of the organizations forming infrastructure of support of SMEs, as well as requirements and conditions for the Fund at the time of provision of guarantees" approved by the Board of the Foundation, minutes No. 3 dated 20.02.2017;

2) the documents provided by the Lender or the Borrower contains incomplete or inaccurate information;

3) the size of the limit the Creditor is not sufficient to provide surety;

4) the requested amount of guarantee exceeds 70% the size of the provided credit/loan resources;

5) the requested amount of guarantee exceeds 10% of the size of the guarantee capital of the Fund;

6) The total volume of guarantees, simultaneously acting in respect of the Borrower, taking into account the requested amount of surety, will exceed 15% of the Fund's guarantee capital;

7) During the Borrower's audit, information was revealed that could have a significant impact on the risk of the Borrower's performance of its obligations to the Lender and / or the Fund;

8) The availability of information on the violation of Russian legislation in the sphere of combating the legalization (laundering) of proceeds from crime and financing of terrorism;

9) The presence of facts of violations of the terms of financing contracts previously secured by the Fund's guarantee;

10) The Fund has information that allows it to conclude that the potential Borrower hides (conceals) its own collateral base, which could be used as collateral for concluded financing contracts;

11) The Fund has information to conclude that a potential Borrower, due to subjective or objective reasons, is not able to properly fulfill its obligations under the financing agreement;

12) The Fund has information to make it possible to conclude that the potential Borrower, for reasons of subjective or objective reasons, does not intend to properly fulfill its obligations under the financing agreement;

13) The application for the provision of a guarantee for this Borrower does not have a priority when forming the sectoral structure of the Fund's guarantee portfolio.

6. MONITORING PROCEDURE OF FUNDS

6.1. The lender is obliged to provide the Fund with information on the results of monitoring the financial condition and collateral during the validity of the loan agreement / loan agreement secured by the Fund's guarantee.

6.2. Information on monitoring should be presented in the form of copies of acts or other reporting documents of the Lender, certified by the signature of the authorized person of the Lender and the seal.

6.3. Information on monitoring under existing financing agreements issued under the guarantee of the Fund must be provided quarterly not later than the 20th (20th) day of the month following the reporting quarter.

6.4. The creditor is obliged to submit to the Fund, on or before the 10th (10th) day following the reporting month, an act of reconciling the liability limit in the form set out in Appendix No. 4 to this Procedure.

Appendix №1 to the Order and conditions

of providing guarantees to SMEs and the organizations

forming infrastructure of support of SMEs,

approved. 20 Feb 2017with the Protocol No.3 of the Fund Board,

as amended March 27, 2017, Protocol of the Board №5

to Directir of the "Development Fund of the Chukotka AO"

Plotnikova Olga Sergeevna

the Guarantor / Borrower / Pledgor

(choose the right one)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Full Name)

Passport:\_\_\_\_№\_\_\_\_\_\_\_\_issued\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_date of issue \_\_\_\_\_\_\_\_\_\_\_

Registration address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of the actual residence: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Consent to the processing of personal data**

Anadyr " "\_\_\_\_\_\_\_\_ 20\_\_

I hereby give my consent to the Non-Profit Organization "Fund for the Development of Economics and Direct Investments of the Chukotka Autonomous Region" (location: Chukotka Autonomous Region, Anadyr, Otke Street, 2) for processing, including automated, my personal data in accordance with the Federal Law "On Personal Data" No. 152-FZ of 27.07.2006.

Personal data are subject to processing for the purpose of concluding, amending, terminating, executing a suretyship agreement, as well as for forming a credit history.

This consent is valid until the expiry of the time limits for the storage of personal data, determined in accordance with the federal legislation and the legislation of the Chukotka Autonomous Region.

I reserve the right to revoke this consent on my written application.

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Appendix №2 to the Order and conditions

of providing guarantees to SMEs and the organizations

forming infrastructure of support of SMEs,

approved. 20 Feb 2017with the Protocol No.3 of the Fund Board,

as amended March 27, 2017, Protocol of the Board №5

to Directir of the "Development Fund of the Chukotka AO"

Plotnikova Olga Sergeevna

the Guarantor / Borrower / Pledgor

(choose the right one)

**Surety application**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of the Financial organization)

asks you to consider the possibility of providing a guarantee for the project offered by our client.

Information about the Borrower:

|  |  |
| --- | --- |
| Full name of the Organization |  |
| Full name, phone number of the Head |  |
| Full name, phone number of the Chief Accountant |  |
| Legal address |  |
| Postal address (actual) address |  |
| OGRN |  |
| INN\KPP |  |
| Phone / fax / e-mail |  |
| Shareholders (participants) having more than 5% in the authorized capital, and their shares in the authorized capital of the Borrower |  |
| Main type of activity (OKVED) |  |
| Additional Activities (OKVED) (at least three, if available) |  |
| Number of employees |  |

Information on the loan:

|  |  |
| --- | --- |
| Brief description of the project, purpose of financing |  |
| Amount of financing provided |  |
| The estimated maturity and schedule of repayment of the loan obligation |  |
| Loan terms and conditions: |  |
| - amount of remuneration for the use of credit resources (commission) |  |
| - the maximum interest rate on a loan obligation |  |
| - the procedure and terms for payment of the principal amount (loan amount), interest for using the loan obligation, etc. |  |
| The amount of collateral required at the request of the Financial Institution, total |  |
| The amount of collateral provided by the Borrower, indicating the types of collateral, collateral value and a brief description of the collateral object |  |
| The amount of the required guarantee of the Fund |  |
| Full name, phone number of the expert of the Financial Organization |  |

We hereby confirm that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of the Borrower) complies with the criteria and conditions of the "Procedure for selecting subjects of SMEs, organizations that form the infrastructure for supporting SMEs, as well as the requirements for them and conditions for the Fund's interaction with them when providing guarantees" approved by the Fund Council, Minutes No. 3 from 20.02.2012;

The \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of the Borrower) hereby expresses its consent to provide the Fund with information (including financial status) necessary to resolve the issue of the guarantee of the Fund.

Hereby \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the name of the Borrower) expresses its consent to the collection, processing, use, placement of personal data, information about the borrower and the terms of the loan, including consent to the placement of information about the borrower in the register of small and medium-sized businesses - recipients of support.

Hereby \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of the Financial Organization) expresses its consent to provide the Fund with additional information necessary for resolving the issue of granting the guarantee of the Fund.

The application shall be accompanied by documents established by the requirements of the "Procedure and conditions for providing guarantees to SME entities and organizations that form the infrastructure for supporting SME entities" approved by the Foundation Council, Minutes No.3 of February 20, 2017.

From the Financial Organization:

Head \_\_\_\_\_\_\_\_\_\_\_\_\_ signature, stamp, \_\_\_\_\_\_\_\_\_\_\_\_\_ Full name

From the borrower:

Head \_\_\_\_\_\_\_\_\_\_\_\_\_ signature, stamp,\_\_\_\_\_\_\_\_\_\_\_\_\_ Full name

Chief accountant \_\_\_\_\_\_\_\_\_ signature, stamp,\_\_\_\_\_\_\_\_\_\_\_\_\_ Full name

Appendix №3 to the Order and conditions

of providing guarantees to SMEs and the organizations

forming infrastructure of support of SMEs,

approved. 20 Feb 2017with the Protocol No.3 of the Fund Board,

as amended March 27, 2017, Protocol of the Board №5

**RECOMMENDED FORM \***

**CONTRACT OF GUARANTEE № \_\_\_\_\_**

*(under a loan agreement, a revolving credit line, a non-revolving line of credit)*

Anadyr «\_\_\_» \_\_\_\_\_\_\_\_\_ 20\_\_

*Full name of the subject of small and medium-sized business or organization of infrastructure for supporting small and medium-sized businesses*,in the person *of the post, surname, name, patronymic of the head*, acting on the basis of *the Charter, position, power of attorney (requisites of the power of attorney) or the like*, further "Borrower" on the one hand,

and *full name of the financial organization*, in the person *of the post, surname, name, patronymic of the head*, acting on the basis of *the Charter, position, power of attorney (requisites of the power of attorney) or the like*, hereinafter referred to as the "Financial Organization, the Bank", on the other hand,

and the non-profit organization "Fund for the Development of Economics and Direct Investments of the Chukotka Autonomous Region" represented by Director Olga Sergeevn Plotnikova acting on the basis of the Charter, hereinafter referred to as the "Guarantor, the Fund", from a third party,

together and individually referred to as the "Parties", have concluded this Agreement as follows:

**1. THE SUBJECT OF THE AGREEMENT**

1.1. The guarantor for the payment stipulated by the agreement undertakes to answer to the Bank for the performance by the Borrower of the obligations under the loan agreement / contract for the provision of a revolving credit line / non-revolving credit line agreement (hereinafter - the "Credit agreement"):

|  |  |
| --- | --- |
| *№* |  |
| *Date of conclusion* | «\_\_\_»\_\_\_\_\_\_\_\_\_\_\_\_\_201\_\_г. |
| *The maximum amount of interest for using the loan* | \_\_\_% annual |
| *Loan repayment period: (indicated in accordance with the terms of the Loan Agreement)* | \_\_\_.\_\_.20\_\_г. |
| *The amount of the loan (principal)* | \_\_\_\_\_\_\_\_ rubles |
| *Penalty for late payment of principal amount, interest for using the loan* | \_\_\_\_ % for each day of delay |
| *Targeted use of credit* |  |

\* The recommended form of the guarantee agreement is the form of the guarantee agreement recommended by the Fund to the conclusion between the Fund, the Borrower and the Financial Organization. The final form of the guarantee agreement with each financial institution - the partner of the Fund is agreed upon individually and may differ from the recommended one.

Concluded between the Bank and the Borrower, regarding the repayment of the loan amount (principal debt) on terms and in the manner specified in this Agreement.

As collateral under the Loan Agreement, in addition to the guarantee of the Fund under this Agreement, it is granted:

- Pledge \_\_\_\_\_\_\_\_\_ according to the pledge (mortgage) agreement No. \_\_\_ of \_\_\_\_\_\_, concluded between \_\_\_\_ and \_\_\_\_\_\_\_\_ the collateral value \_\_\_\_\_ rub.;

- Surety\_\_\_\_\_ according to the surety agreement No. \_\_\_\_ from \_\_\_\_\_\_\_, concluded between \_\_\_\_ and \_\_\_\_\_\_\_ for the amount of \_\_\_\_\_\_\_\_ rub. (Or all obligations under the Loan Agreement).

*(all contracts that ensure the fulfillment of the obligations of the Borrower under the Loan Agreement are listed)*

1.2. The Surety's liability to the Bank under this Agreement is subsidiary and limited by a liability limit of \_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_) rubles \_\_ kopecks, which is \_\_\_\_\_\_\_% of the loan amount. The amount of guarantee is reduced in proportion to the reduction of the principal amount of the debt of the Borrower as the debt is repaid. The reduction in the amount of liability is confirmed by drawing up an act of reconciling the limit of liability between the Bank and the Guarantor without drawing up an additional agreement to this contract.

1.3. Under this Agreement, the Surety is liable to the Bank only for the Borrower's obligation to repay the loan amount (principal debt amount).

1.4. The Fund is not liable to the Bank for the performance of the Borrower's obligations under the Loan Agreement regarding the payment of interest on the loan (loan interest), interest on borrowed funds (Article 395 Civil Code), interest on the amount due for the period of utilization of the funds (Article 317.1 of the Civil Code), the timely and full payment of commission to the bank to extend credit, legal and (or) a contractual penalty (fine, penalty), reimbursement of legal costs to collect the debt and other losses caused by default (improperly execution) by the Borrower of its obligations to the Bank, as well as for the payment of any other interest, fees and expenses under the Loan Agreement. The performance by the Borrower of these obligations is secured by the Borrower independently and / or by third parties on the basis of separately concluded contracts between them and the Bank.

1.5. The responsibility of the Guarantor comes after the Bank's judicial proceedings against the Borrower, guarantors (other than the Fund).

1.6. The property and (or) property rights granted by the Borrower or third parties under the Loan Agreement may not be collateral under other loan agreements concluded between the Borrower and the Bank without the prior written consent of the Guarantor.

**2. THE GUARANTEE'S REMUNERATION**

2.1. The Borrower shall pay to the Guarantor a remuneration in the amount of \_\_\_\_% (\_\_\_\_\_\_\_) percent of the amount of the original suretyship.

In case of conclusion of a guarantee agreement for a period of more than 12 (Twelve) months, the commission is paid by the Borrower annually in the form of an advance payment for the next year of using the guarantee in equal parts according to the schedule:

For \_\_\_ period - \_\_\_\_ rubles until \_\_.\_\_.\_\_\_\_\_\_\_

In case of the conclusion of a guarantee agreement for a period of less than or equal to 12 (Twelve) months, the commission shall be paid by the Borrower at a time.

2.2. The remuneration for the first year of using the guarantee is paid by the Borrower within 3 (three) working days from the date of this Agreement by transferring funds to the settlement account of the Guarantor.

The remuneration for subsequent periods of using the guarantee is paid by the Borrower, in accordance with the schedule specified in clause 2.1. of this Agreement by transferring funds to the account of the Guarantor.

2.3. The moment of payment of remuneration is the date of receipt of funds to the settlement account of the Guarantor.

2.4. In case that the borrower has fulfilled its financial obligations under the Financing Agreement ahead of schedule (the contract is fully executed) secured by this agreement, the Guarantor has the right to repay some of the compensation received for the period (for each month following the date of execution of the Financing Agreement) in Which guarantee was not used, but in any case no more than 10% (Ten) percent of the amount of remuneration under this contract.

**3. ENTRY INTO FORCE OF THE CONTRACT**

3.1. This Suretyship Agreement is considered concluded from the moment of signing by the Parties and comes into force from the moment of payment by the Borrower of the remuneration to the Guarantor in the amount specified in clause 2.1. of actual agreement.

3.2. In case of non-payment or incomplete payment by the Borrower to the Guarantor of the remuneration provided for in clause 2.1. of the Contractor has the right to terminate the Agreement unilaterally by notifying the parties about this within three (3) days prior to the termination date.

**4. RIGHTS AND OBLIGATIONS OF THE PARTIES**

4.1. The Guarantor is obliged:

4.1.1. Bear subsidiary responsibility for the performance by the Borrower of the obligations under the Loan Agreement in respect of the repayment of the principal (loan amount) within the limit of liability established in clause 1.2. Of the Treaty.

4.1.2. In case of making changes in the constituent / registration documents of the Guarantor, provide the Financial Organization with copies of the relevant documents within 5 (Five) working days from the date of state registration of the changes.

4.1.3. Promptly notify the Financial Institution in writing of any material fact (event, action) which, in the opinion of the Guarantor, can significantly worsen its financial position, affect its solvency, and also report on the measures it is taking to eliminate the consequences of those events, actions .

4.1.4. Within five (5) business days from the date of one of the following events, notify the Financial Institution of the occurrence of such an event occurring during the validity of this Agreement:

4.1.4.1. Changes in the address or address of the Surety, or any of the Surety's payment details specified in this Agreement;

4.1.4.2. Changes in the personal composition of the executive bodies of the Guarantor;

4.1.4.3. The Insolvency (bankruptcy) case has been instituted against the Guarantor.

4.2. The Guarantor has the right:

4.2.1. Require the Borrower and the Financial Organization within 5 (Five) working days from the date of receipt of the request from the Guarantor to provide information on the performance by the Borrower of obligations under the Financing Agreement, including violations of the terms of the concluded Financing Agreement.

4.2.2. Require the Financial Institution, in the event of performance of obligations for the Borrower under the Financing Agreement, to provide documents and information certifying the right of claim of the Financial organization to the Borrower, and to transfer the right that secures these claims.

4.2.3. To demand from the Borrower, in the order of regress, compensation of expenses related to the performance of obligations for the Borrower under this Agreement: 4.2.3.1. Repayment of the principal amount of the loan, actually paid to the Financial organization in fulfillment of the Guarantor's obligation under this Agreement;

4.2.3.2. To demand payment of interest on the amount paid to the Bank for each day from the moment of presenting a recourse claim to the Borrower in the amount of 1/300 of the refinancing rate established by the Bank of Russia;

4.2.3.3. Request compensation for other losses incurred in connection with the responsibility for the Borrower.

4.2.3.4. To submit a corresponding claim in recourse also to guarantors (with the exception of the Fund) or to foreclose on the subject of pledge in the part in which the Fund has satisfied the requirements of the Bank.

4.2.4.To obtain unimpeded access to information on the financial and economic activities of the Borrower, as well as access to the administrative, production and other purposes of the Borrower to verify its financial condition and collateral objects.

4.2.5. To raise objections to the Bank's claims that the Borrower could provide, even if the Borrower acknowledges the debt and (or) rejects the Borrower from raising his objections to the Bank.

4.2.6. Set the Borrower a fee for reviewing documents on changing the terms of the suretyship agreement, debt restructuring, prolongation of the suretyship agreement, changes in collateral, withdrawal from bail, etc.

4.3. The Borrower shall:

4.3.1. Immediately, but in any case not later than 3 (Three) working days following the day of violation of the terms of the Financing Agreement, notify the Guarantor in writing of all violations of the Financing Agreement, including the delay in payment (return) of the principal and interest for use (Loan, loan), as well as all other circumstances affecting the performance by the Borrower of its obligations under the Financing Agreement.

4.3.2. In the event that the Financial Institution submits a requirement to fulfill obligations under the Financing Agreement, to take all reasonable measures available in the current situation to properly fulfill its obligations.

4.3.3. In the event that the Guarantor fulfills the Borrower's obligations under the Financing Agreement within the framework of this Agreement, pay the Guarantor:

4.3.3.1. Amounts actually paid to the Financial Organization in fulfillment of the Guarantor's obligation under this Agreement;

3.3.3.2. Interest on the amount paid to the Bank for each day from the moment of presentation of a recourse claim to the Borrower;

4.3.3.3. Losses incurred by the Guarantor in connection with the responsibility for the Borrower.

4.3.4. Upon receipt of a written request from the Guarantor to provide information on the performance of obligations under the Financing Agreement, not later than 5 (Five) business days from the date of receipt thereof, to provide the Guarantor in writing with the information specified in the request.

4.3.5. If the bank details are changed, the location within 3 (Three) business days, inform the Financial Institution and the Guarantor thereof.

4.3.6. Pay compensation to the Guarantor for the provision of surety in the manner, terms and amount established by this Agreement. The Borrower is also obliged to pay the Guarantor a fee for reviewing documents on changing the terms of the suretyship agreement, restructuring the debt, prolonging the guarantee agreement, changing the collateral, withdrawing the collateral, etc. In time not later than 5 working days from the date of invoice for payment.

4.3.7. Provide the Guarantor with property security (collateral) under a loan agreement for a primary and quarterly inspection to verify the actual availability, quantity, condition and storage conditions. Provide access of the Surety to the territory of the enterprise, access to the pledged property.

4.4. The Borrower has the right:

4.4.1. If the term of the Financing Agreement is prolonged, apply in writing to the Financial Institution requesting the Guarantor to extend the validity of the Suretyship Agreement.

4.5. The financial organization is obliged:

4.5.1. After the conclusion of the Financing Agreement, not later than 5 (Five) working days, provide the Guarantor with:

4.5.1.1. A copy of the Loan Agreement and the payment schedule (if any) certified by the financial institution in which the guarantee of the Fund was issued to secure the obligations;

4.4. The Borrower has the right:

4.5.1.2. A copy of the contract certified by the Financial Organization confirming the availability of collateral of the Borrower in the amount of \_\_ (\_\_\_) percent of the total amount of the collateral required;

4.5.1.3. Certified by the Financial Organization a copy of the document confirming the actual receipt by the Borrower of a loan.

4.5.2. If the terms of the Financing Agreement are changed, no later than 3 (Three) business days following the day of introducing amendments to the Financing Agreement, notify in writing about the specified changes of the Guarantor with the attachment of copies of documents.

4.5.3. When making changes to any material terms of the Loan Agreement, as well as to the terms of the Loan Agreement, involving an increase in the liability of the Guarantor or other adverse consequences for the Guarantor, obtain prior written consent from the Guarantor for the introduction of these changes and conclude an additional agreement to this Surety Agreement (if necessary).

In case of making changes to the Loan Agreement specified in the previous paragraph without the prior written consent of the Guarantor, the guarantee remains in effect on previously agreed terms.

4.5.4. Within 5 (Five) working days after the Borrower violates the terms of the Financing Agreement, notify the Guarantor in writing of any violations of the Financing Agreement committed by the Borrower, including the delay in repayment (repayment) of the principal and interest for use (loan, loan), as well as all other circumstances affecting the performance by the Borrower of its obligations under the Financing Agreement.

4.5.5. To provide documents and information certifying the rights of the Bank's claim to the Borrower within a period of not less than 5 (Five) working days from the moment of fulfillment of obligations under this Agreement by the Guarantor and transfer the rights providing these claims.

Documents of the Bank are transferred to the Guarantor in the originals, and in case of impossibility to do so - in the form of notarized copies.

The transfer of documents from the Bank to the Surety is carried out with the preparation of an act of acceptance and transfer of documents and relevant rights.

4.5.6. Within 5 (five) working days in writing, notify the Guarantor in writing about the fulfillment by the Borrower of its obligations under the Financing Agreement in full, including in case of early fulfillment of obligations.

4.5.7. In order to ensure the fulfillment of the obligations of the Borrower under the Loan Agreement, take measures to replace the subject of the pledge of property in case of its damage (damage), destruction, loss, etc.

4.5.8. After satisfying its requirements under the Loan Agreement, including from the value of the pledged property, and provided that the amount received in the sale of the pledged property exceeded the amount of the debt under the Loan Agreement, having obtained the consent of the Pledgor, transfer the difference (between the amount of the loan debt and The value of the pledge) to the Guarantor for the reimbursement of the amount paid by the Guarantor for the Obligor, by transfer of funds to the settlement account of the Guarantor no later than 5 (Five) business days from the date of full satisfaction of the Bank's claims under the Loan Agreement (repayment of the loan debt).

4.5.9. The Bank is obliged to submit to the Foundation, on or before the 10th (10th) day following the reporting month, an act of reconciling the liability limit in the form set out in Appendix No. 4 to the "Procedure and Terms for Providing Guarantees to SMEs and Organizations Forming an SME Support Infrastructure" approved The Council of the Foundation, Minutes No. 3 of February 20, 2017.

4.5.10. The bank is obliged to provide the Fund with information on the results of monitoring the financial condition and collateral security on a quarterly basis until the 20th day of the second month following the reporting quarter, during the validity of the loan agreement secured by the Fund's guarantee.

4.5.11. Information on monitoring should be presented in the form of copies of acts or other reporting documents of the Bank certified by the signature of the authorized person of the Bank and the seal.

4.6. The financial organization has the right:

4.6.1. In case that the Borrower fails to perform or improperly fulfills its obligations under the Financing Agreement, submit a claim to the Guarantor on the performance of obligations for the Borrower in the manner and within the time limits specified in this Agreement.

4.7. The Borrower hereby grants the Bank the right to provide the Guarantor with documents and information provided for in this Agreement, including statements of cash balances on the accounts of the Borrower opened with the Bank.

**5. PROCEDURE OF EXECUTION OF THE CONTRACT**

5.1. 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.

5.2. 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.

5.4. 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.

5.5. 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;

- failure to fulfill obligations to return the entire amount of the loan (principal debt) within the period established by the Bank in the claim (claim) to the Borrower for full early loan demand.

5.6. 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 Foundation with reasons.

5.7. 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 shall take the following measures in order to obtain from the Borrower the unreturned principal amount, payment of interest on it and fulfillment of other obligations stipulated in the Financing Agreement:

5.7.1. If there is an appropriate agreement, to apply for recovery of property pledged to ensure the performance of the Borrower's obligations under the Financing Agreement (in the presence of this type of security), out of court, and its implementation in accordance with Articles 348, 349, 350.1 of the Civil Code of the Russian Federation and the conditions of the relevant A pledge agreement;

5.7.2. To demand in court the demand for recovery of debts to the Borrower and guarantors, with the exception of the Fund (if any), as well as the demand for foreclosure of property pledged to secure the performance of the Borrower's obligations under the Financing Agreement (if such a security is available);

5.7.3. To ensure the safety of property pledged to ensure the performance of the obligations of the Borrower under the Financing Agreement, incl. By monitoring its actual availability or carrying out a search in its absence, application of a judicial application for the application of interim measures in the form of arrest / prohibition of registration actions, etc., in the event that this obligation is not assigned to the Borrower under the terms of the financing agreement.

5.8. After expiration of the terms, performance of duties and procedures specified in Section 5 of this agreement, if the amount of the principal debt has not been returned to the Financial organization, the Financial organization receives the right to present a claim (claim) to the Guarantor, which states:

5.8.1. Requisites of the guarantee agreement;

5.8.2. Requisites of the Financing Agreement;

5.8.3. Name of the Borrower;

5.8.4. The amount of claims with the allocation for the amount of principal, interest, penalties / interest and other liabilities;

5.8.5. Calculation of the responsibility of the Guarantor under this agreement, based on the actual amount of the Surety's liability on the amount of obligations not covered by the Borrower under the Financing Agreement (not returned in the order established by the Financing Agreement and the amount of the principal debt);

5.8.6. The numbers of the accounts of the Financial Institution, to which funds are to be credited, indicating the payment details and the purpose of payment (s) for each amount claimed. The claim (claim) must be signed by an authorized person and sealed with the seal of the Financial Organization.

5.9. To the requirement specified in clause 4.5. The following documents are attached:

5.9.1. Confirming the right of a financial institution 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.

5.9.2. (Loans) providing for the purpose of replenishing current assets or other current expenses):

a) statements on the loan account of an SME entity and (or) the organization of a support infrastructure that confirms the fact of the issuance of monetary funds (parts of cash means);

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 Foundation 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 to support money received for the purposes specified in the documents sent to the Fund for consideration of the application for the provision of a guarantee, and payment (full or partial) which was carried out at the expense of funds (contracts for the acquisition of fixed assets in the ownership or long-term lease contracts for the implementation of construction and repair work, etc. (depending on the purpose of credit) with the application (in a uchae available) acceptance certificates, fixed assets conveyancing (depending on the purpose of credit);

D) invoices for payment, for which payments were made from funds attracted under contracts secured by the Fund's guarantee, if no contracts are concluded.

5.9.3. Confirming the fulfillment by the financial organization of measures aimed at obtaining an unreturned amount of obligations, including: a) information in an arbitrary form (in a separate document) confirming:

- presentation of a claim to an SME entity and / or the organization of a support infrastructure for the performance of 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);

- filing 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 request of the financial institution to the SME entity and / or the organization of the support infrastructure, on the performance of the breached obligations (with confirmation of its direction to the SME entity and / or the organization of the SME support infrastructure), and, if available, a copy of the SME entity's 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 An extract from the card index, in the event of its non-fulfillment);

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 pledgor (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 filing 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 undertaken financial institution on presentation of steps requirements on independent guarantees and (or) guarantees from third parties (unless in as collateral to SMEs and (or) the organization of an infrastructure of support, provided an independent guarantee or granted a guarantee of third parties) except for the Fund, namely a copy of the relevant claim (claim) to the guarantor (guarantors) with proof of his directions to the guarantor (guarantors), and if available - 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 The subject of the pledge.

All documents submitted with a claim (claim) by the Financial Organization to the Guarantor must be signed by an authorized person and sealed.

5.10. As part of the measures taken to obtain from the Borrower the unreturned amount of the principal debt, the Bank is obliged to inform the Guarantor of the progress of their conduct monthly, no later than the 10th day of the month following the month of the commission of actions.

5.11. The Guarantor shall notify the Borrower in writing not later than two (2) business 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.

5.12. 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 5.6 of this Treaty, and in case of objections, the Fund sends a letter to the financial institution Indicating all the existing objections.

5.13. 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.

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

5.15. To the Guarantor, who has fulfilled the obligations under the guarantee agreement (obligations for the Borrower under the Financing Agreement), the claims are transferred to the same extent in which the Guarantor actually satisfied the requirements of the Financial Organization.

5.16. After the performance of obligations under the guarantee agreement, the Guarantor shall, not later than 5 (Five) business days from the date of transfer of funds, present to the Financial Institution the requirement to provide documents or certified copies and information certifying the right of claim of the Financial organization to the Borrower and transfer of rights providing these requirements.

5.17. Documents are transferred by the Financial Organization to the Guarantor in originals, and in case of impossibility to do so - in the form of notarized copies.

5.18. The financial organization within 5 (five) working days from the receipt of the demand from the Guarantor shall transfer to the Guarantor all documents or certified copies and information certifying the right of claim of the Financial organization to the Borrower, as well as the rights providing these requirements.

5.15. The Guarantor is obliged to realize its right of claim arising from the fact of payment under the guarantee agreement, by submitting a corresponding demand in recourse to the Borrower, its guarantors and (or) applying for the pledge in the part in which the Guarantor has satisfied the request of the Financial Organization.

5.19. In the case of Fund payments financial institution after providing the resolution of the judicial police officer-executor about the termination of enforcement proceedings (because of liquidation, bankruptcy, death of borrower or of the inability to set the address of the borrower or location of property of the borrower) by the decision of the Director of the Fund requirement as recourse to the Borrower is not presented.

5.20. Transfer documents from Financial institutions to the Guarantor effected by the act of transfer and acceptance documents.

**6. THE VALIDITY OF OF THE GUARANTEE**

6.1. The Guarantee ceases to be effective:

6.1.1. With the termination of the obligation of the Borrower secured by the suretyship under the Loan Agreement in the event of proper performance by the Borrower of its obligations.

6.1.2. If the Guarantor fulfills its obligations under the Agreement.

6.1.3. At the expiration of the validity of the guarantee.

6.1.4. In case of the Bank's refusal to properly fulfill the obligations proposed by the Borrower or the Guarantor;

6.1.5. In case of assignment by the Bank of the rights of claim (assignment) under the Loan Agreement without the consent of the Guarantor;

6.1.6. If the debt is transferred to another (than the Debtor (Borrower)) the person under the suretyship obligation (the Loan Agreement), if the Guarantor did not give the Bank written consent to be responsible for the new Obligor (except for the transfer of debt to the heir, in the event of the debtor's death);

6.1.7. Termination or invalidation or invalidation of other security transactions concluded by the Financial Institution to ensure the performance of the obligations of the Borrower under the Financing Agreement, as well as the impossibility of recourse to the property pledged for the performance of the Borrower's obligations in connection with its loss (damage) (Article 157 Civil Code of the Russian Federation).

6.1.8. In case of acceptance by the Bank of compensation.

6.1.9. In other cases provided for by law.

6.2. The guarantee is terminated upon expiration of 120 (one hundred and twenty) calendar days as of the date set forth in the Loan agreement as the final date of loan repayment, i.e."\_\_\_" \_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_.

**7. FINAL PROVISIONS**

7.1. All amendments and additions to the Agreement must be in writing, signed by authorized representatives of the Parties and sealed with the seals of the Parties.

7.2. Any notice or other communication sent by the parties to each other under the Treaty must be made in writing. For an operative exchange of information between the Fund, the Borrower and the Financial Organization, an electronic document circulation with obligatory subsequent dispatch of originals is allowed. Section 8 of this Agreement specifies e-mail addresses (mailboxes) of the parties, information received or sent from which is considered official.

7.3. All disputes and disagreements related to the amendment, termination and execution of the Treaty, the Parties will try to resolve through negotiations. In the event that these disputes and disagreements can not be resolved through negotiations between the Parties, the dispute shall be resolved in the Arbitration Court of the city of Anadyr.

7.4. The Agreement is made in 3 (Three) copies having equal legal force: one for the Financial Institution, one for the Guarantor, one for the Borrower.

7.5. In all the rest that is not regulated by this Treaty, the Parties are guided by the legislation of the Russian Federation and the Chukotka Autonomous Region.

**8. АДРЕСА, РЕКВИЗИТЫ И ПОДПИСИ СТОРОН**

|  |  |  |
| --- | --- | --- |
| **BORROWER:** | **BANK:** | **GUARANTOR:** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  INN/KPP \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Mailing address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Checking account: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  INN/KPP \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Mailing address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Correspondent account: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Non-profit organization "Fund for Development of Economics and Direct Investments of the Chukotka Autonomous Region"**  OGRN  INN/KPP  Location:  689000, Anadyr, Chukotka АО, Otke 2  Checking account №  in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  corres.acc. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  BIK \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Appendix №4 to the Order and conditions

of providing guarantees to SMEs and the organizations

forming infrastructure of support of SMEs*,*

approved. 20 Feb 2017with the Protocol No.3 of the Fund Board*,*

as amended March 27, 2017, Protocol of the Board №5

**Act of verification of liability limit**

«\_\_»\_\_\_\_\_\_\_\_\_\_\_\_ Abadyr

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in the person of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting on the basis of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the "Bank" on the one hand, and the Non-Profit Organization "Fund for the Development of Economics and Direct Investments of the Chukotka Autonomous Region" represented by Director Olga Sergeevna Plotnikova acting on the basis of the Charter, hereinafter referred to as the "Fund", on the other hand, signed this Act of reconciliation of the liability limit as of" 01 "\_\_\_\_\_\_\_\_ 20\_\_ on the following:

1. Guarantees provided by the Fund:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **№ п/п** | **Name of borrower** | **№ and Date of suretyship agreement** | **Date of receipt of guarantee for accounting** | **Scope of guarantees, rubles** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| TOTAL | | |  |  |

2. The balance of loan debt on guarantees:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **№ п/п** | **Name of borrower** | **№ and Date of suretyship agreement** | **The balance of loan debts total, rubles** | **Including overdue loan debts, rubles** | **The balance of the Fund`s guarantee, rubles** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| TOTAL | | |  |  |  |

3. The Fund's liability to the Bank as of "01" \_\_\_\_\_\_\_\_ 20\_\_ is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_) rubles.

This act is made in two copies, one for each party.

SIGNATURES OF THE PARTIES

Bank: Fund: