

## Application for Prolongation

### Request for extension of the Repayment of the Amount Paid by the Bank to the Beneficiary under a Documentary Letter of Credit

Concerning: Application for an irrevocable Documentary Letter of Credit of \_\_\_\_\_ or Documentary Letter of Credit No \_\_\_\_\_ (where the Application concerns a letter of credit opened by Bank Handlowy w Warszawie S.A., hereinafter referred to as the "Bank" in the amount of \_\_\_\_\_, Beneficiary \_\_\_\_\_

1. I/we hereby request the Bank to consider an extension of the repayment of the amount of \_\_\_\_\_, to the Bank, which amount shall be paid by the Bank to the Beneficiary under the above letter of credit.
2. Should the Bank grant its consent, I/we undertake to repay the liability toward the Bank with regard to the amount(s) paid by the Bank to the Beneficiary within ..... (specify the number of days or calendar day) as from the date when the amount due to the Beneficiary was charged to the Bank's account.
3. I/We hereby acknowledge, that Bank can grant its consent under condition that in the date of payment by the Bank to the beneficiary under mentioned-above letter of credit, the amount does not exceed revolving line limit granted based on framework agreement and the period/date mentioned in point 2 above not exceed revolving line expiry date.
4. The following interest may be charged by the Bank: a margin of \_\_\_\_\_ % p.a (please enter the margin value as agreed on with your Relationship Manager) increased by the applicable reference rate for the currency of the letter of credit from the date of opening the Prolongation, however, if the reference rate reaches a negative value, the Parties assume that it is zero.

The interest rate benchmark, depending on the currency of the letter of credit is:

- a) WIBOR 1M for PLN;
- b) Term SOFR Reference Rate 1M for USD ;
- c) EURIBOR 1M for EUR;
- d) Term SONIA 1M for GBP;
- e) SARON 1M Compound Rate for CHF;
- f) TORF 1M for JPY;
- g) for different currency – the interest rate benchmark agreed between the

Applicant and the Bank.

Interest is charged over the interest period beginning on the date of debiting the Bank's account with the amounts due to the Beneficiaries and ending on the deadline indicated in point 2 („**Interest Period**”). Interest shall be calculated from the amount outstanding by the Applicant for each day of the Interest Period, and then aggregated. The amount of interest is rounded to two decimal places.

5. I/we hereby authorize the Bank to charge the following to my/our bank account at the Bank:
  - a) no \_\_\_\_\_ the interest as referred to in Section 4 above,
  - b) no \_\_\_\_\_ the amount(s) paid to the Beneficiary, to be calculated as from the first working day after the expiry of the period referred to in Section 2.

I/We undertake to ensure that funds necessary to repay the amount(s) due together with interest are available in the abovementioned accounts on the date when these are to be charged by the Bank hereunder,

c) operating fee shall be charged to my/our account at the Bank no

6. For the purpose of repayment of proceeds due to the Bank before the date specified in Section 2 above, I/we undertake to submit to the Bank, no later than 5 working days before the date of repayment as scheduled, an appropriate instruction expressing my/our consent to charging the account referred to in **Section 5** above on an earlier date. Accordingly, the interest shall be charged by the Bank until the date of such earlier repayment.

*For information contact:*

*Phone:*

\_\_\_\_\_

\_\_\_\_\_

*Place and date*

.....

*Applicant*

*stamp, name and surname,  
signature(s) of authorized representatives*

## **Attachments:**

- Attachment no 1 – regarding statement of submission to debt enforcement
- Attachment no 2 – Oświadczenie współmałżonka Zleceniodawcy.

### **Attachment no 1**

To the request for extension of the Repayment of the Amount Paid by the Bank to the Beneficiary under a Documentary Letter of Credit

- 1. I/we undertake, while taking due account of the provisions of item 2 below, to deliver to the Bank [prior to the acceptance by the Bank of this Request for extension of the Repayment of the Amount Paid by the Bank to the Beneficiary under a Documentary Letter of Credit (the “Repayment Extension Request”)] or [ by ..... ] the statement of submission to debt enforcement in the form of a notarized deed as per Article 777.1.5 of the Code of Civil Procedure act of 17 November 1964 (“CCP”) whereby I/we submit myself/ourselves to debt enforcement as regards the payment to the Bank of the amounts due arising under the contract of commissioning concerning the opening by the Bank of a documentary letter of credit concluded between the Applicant and the Bank as a result of the opening by the Bank of the aforementioned documentary letter of credit together with the Repayment Extension Request together with the Rules and Regulations for the Issuance of Bank Guarantees and Letters of Credit (the “Rules and Regulations”) which, consistently with the Application, constitutes an integral part of the agreement or another document, including the framework agreement superseding the Rules and Regulations referred to in the Application, i.e. specifically the return to the Bank of the amounts disbursed to the Beneficiary or for the benefit of the Beneficiary on account of the documentary letter of credit or payment of the interest, penalty interest, fees and commissions defined in the Table of Bank Fees and Commissions, in force at the Bank on the day of the opening of the documentary letter of credit or agreed separately with the Bank and payment of any other amounts arising from the Application, as subsequently amended, or the Repayment Extension Request or the Rules and Regulations or another document, including the framework agreement superseding the Rules and Regulations referred to in the Application, as subsequently amended, (the “Bank’s Receivables”) up to the amount of \_\_\_\_\_ (in words: \_\_\_\_\_ and the Bank may submit an application for appending of a writ of execution to that deed by \_\_\_\_\_ with the reservation that, during that period, the Bank may file such application on multiple occasions.*

*The event conditioning the discharge of the above duty shall be my/our failure to settle any of the Bank’s Receivables in spite of the lapse of the term(s) of payment specified consistently with the Application, as subsequently amended, including in the Repayment Extension Request or in the Rules and Regulations or in another document, including the framework agreement superseding the Rules and Regulations referred to in the Application.*

*The parties jointly agree that the following shall constitute a sufficient proof of occurrence of the event referred to above:*

- a) the Bank's written declaration with a notarized signature confirming that the Bank's Receivables whose settlement will be sought by the Bank once the notarized deed has been appended the writ of execution, have become due and payable and have not been settled by me/us in the amount specified in the declaration and by their maturity dates in spite of the call for payment having been served on me/us, consistently with the Rules and Regulations or with another document, including the framework agreement superseding the Rules and Regulations referred to in the Application, and the lapse of the time limit set for settlement of the Bank's Receivables; or*
  - b) an official document within the meaning of the Postal Law act, i.e. proof of posting of a registered parcel, as per of Article 3 Section 23 of the Postal Law act, to the address designated in the Application or shown at the posting date in the register of entrepreneurs or another applicable register given the legal form of the business activity conducted by me/us and comprising the call for payment of any of the Bank's Receivables in the amounts and by the dates specified in such call.*
- 2. The wording of the statement of submission to debt enforcement in the form of a notarized deed as per Article 777.1.5 of the Code of Civil Procedure needs to be approved by the Bank each time.*
  - 3. I/we undertake to incur the costs in connection with the filing of the statement of submission to debt enforcement in the form of a notarized deed as per Article 777.1.5 of the Code of Civil Procedure.*

*For information contact:*

*Phone:*

..... date .....

Applicant's signature  
stamp, name and surname,  
signature(s) of authorized representatives