

SPECIMEN OF BANKER'S GUARANTEE/ INSURANCE PERFORMANCE BOND

To: Building and Construction Authority, located at 52 Jurong Gateway Road, #11-01, Singapore 608550, and his successors in office for and on behalf of the Government of the Republic of Singapore (hereinafter called the "Government")

Whereas on the _____ day of _____ an Agreement (hereinafter called "the Licence Agreement") was made between _____ (name of insert name of licensee) of _____ (address) (hereinafter called "the Licensee") of the one part and the Government of the Republic of Singapore c/o Building and Construction Authority (hereinafter called "the Licensor") of the other part whereby the Licensor agreed to issue a Licence to the Licensee for the Construction, Management and Operation of Ready-Mix Concrete Batching Plant at the Ready-Mix Concrete Plot <insert plot number> situated at _____ ("Premises") for the:

- (i) Monthly Fee of Singapore Dollars _____ (S\$ _____) (excluding GST); and

And Whereas the Licensee is required under the Licence Agreement to pay **Three (3)** months of the Monthly Fee as a Security Deposit for the performance of his obligations under the Agreement.

Now in consideration of the Licensor not insisting on the Licensee paying **Three (3)** months of the Monthly Fee as a security deposit for the said Agreement, **we (at the request of the Licensee) hereby agree** as follows:

1 In the event of the Licensee failing to fulfil any of the terms and conditions of the said agreement, we shall indemnify the Licensor against all losses, damages, costs, expenses or otherwise sustained by the Licensor thereby up to the sum of Singapore Dollars _____ (S\$ _____) ("the Guaranteed Sum") upon receiving your written notice of claim for payment made pursuant to Clause 4 hereof.

2 We shall not be discharged or released from this guarantee by any arrangement between yourself and the Licensee with or without our consent or by any alteration in the obligations undertaken by the Licensee or by any forbearance whether as to payment, time, performance or otherwise.

3 Our liability under this guarantee shall continue and this guarantee shall remain in full force and effect from [*insert effective date:* _____] until [*insert expiry date:* _____].

4 This guarantee is conditional upon a claim as specified herein being made by you by way of a notice in writing addressed to us and the same being received by us at [*insert address of Bank's notification office:* _____] within 90

days from the expiry of this guarantee. Thereafter this guarantee shall become null and void notwithstanding that this guarantee is not returned us for cancellation except for any claim(s) or direction submitted to us in writing not later than 90 days from the expiry of this guarantee.

5 We shall be obliged to effect the payment required under such a claim within 30 business days of our receipt thereof. We shall be under no duty to inquire into the reasons, circumstances or authenticity of the grounds for such claim or direction and shall be entitled to rely upon any written notice thereof received by us (within the period specified in Clause 4 hereof) as final and conclusive.

6 The Licensor may make more than one claim on, or direction under, this guarantee so long as the claims or directions are made pursuant to Clause 4 hereof and within the period specified therein and the aggregate amount specified in all such claims and directions does not exceed the Guaranteed Sum.

7 This guarantee is issued subject to the laws of the Republic of Singapore and the jurisdiction of the Singapore courts.

Dated this _____ day of _____

AS WITNESS our hand

Signed by: _____
(Name and designation of officer)

for and on behalf of the

(Name of Bank)

(Signature)

in the presence of:

Name _____

Designation _____

(Signature of Witness)