

**Guarantee**  
**(to be issued by a bank acceptable to Sembcorp Power)**

Date: [     ]

Sembcorp Power Pte Ltd  
30 Hill St, #05-04  
Singapore 179360

Dear Sirs,

1. Pursuant to the Supply Agreement dated [     ] (Contract No.: \_\_\_\_\_) ("Supply Agreement") entered into between Sembcorp Power Pte Ltd and \_\_\_\_\_ ("Principal"), we, [name of bank], having our registered office at [ address                     ], guarantee and undertake unconditionally and irrevocably to you the due payment of any and all sum or sums payable under the Supply Agreement by \_\_\_\_\_ and will pay to you no later than two (2) Business Days on your first written demand or respective written first demands in respect of each sum demanded provided that our total liability under this Guarantee shall not exceed the aggregate of SINGAPORE DOLLARS \_\_\_\_\_ ONLY (SGD \$\_\_\_\_\_ ) ("Maximum Sum"). For the purposes of this Guarantee, "**Business Day**" means any day on which commercial banks are open for business in Singapore, excluding Saturdays and Sundays.
  
2. Every such of your written demand shall be accompanied by your signed statement reading as follows:-  
  

"We, Sembcorp Power Pte Ltd, hereby certify to you that the amount of SGD \_\_\_\_\_ represents and covers the current outstanding obligations due and payable to us by \_\_\_\_\_ pursuant to the Supply Agreement."

This Guarantee shall not be affected by any time, arrangement or other indulgence which you may grant to the Principal or with any other person which might operate to diminish or discharge the liability of or otherwise provide a defence to a surety.
  
3. You shall have the right to demand payment at any time under this Guarantee to be made in Singapore Dollars subject to the Maximum Sum as set out in clause 1 above. Subject to Clause 4 below, this Guarantee shall remain in full force until all sums whatsoever payable by the Principal under the Supply Agreement are fully paid.
  
4. We agree that any written demand furnished by you to us under clause 2 shall be conclusive evidence that the said sum or sums referred to therein is/are due and payable to you by the Principal. We further agree that this Guarantee shall be effective from \_\_\_\_\_ to \_\_\_\_\_ (hereinafter called the "expiry date"). Demands, if any must be made in writing and received by us at our Banker's Guarantee Section at [ address     ], no later than 2 calendar months from the expiry date of this Guarantee. Thereafter, this Guarantee shall automatically cease to have any effect whatsoever whether or not it is returned to us for cancellation.
  
5. You may make more than one claim under this Guarantee so long as the claims are made in accordance with the terms set out herein and that the total claims do not exceed the maximum sum set out under clause 1 hereof.
  
6. This Guarantee may be assigned with our written consent, such consent not to be unreasonably withheld or delayed.
  
7. This Guarantee shall be governed by and construed in all respects in accordance with laws of the Republic of Singapore and all parties hereby agree to submit to the exclusive jurisdiction of the Courts of Singapore.

SIGNED, SEALED AND DELIVERED on behalf of the GUARANTOR

By its Attorney:

in the presence of :

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Name of witness