

APPLICATION FOR AMENDMENT OF LETTER OF GUARANTEE

To: **Mizuho Bank, Ltd.**
Singapore Branch

L/G No _____

Date _____

Customer	Third Party Applicant <small>(On behalf of the Customer or utilising the Customer's facility)</small>	Beneficiary
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Expiry Date of Guarantee	Amount (in figures)
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We, a Customer and/or a Third Party Applicant (acting on behalf of a Customer or utilising the Customer's facility), hereby request you to amend the above mentioned Letter of Guarantee as follows :

Advise the beneficiary of the amendment of the Guarantee through your correspondents _____

Ask your correspondents _____

To amend their Guarantee under your Counter Guarantee

teletransmission

 By _____

airmail

Deliver the original to us, so that we may forward it directly to the beneficiary

Validity is extended to _____

Guarantee amount is increased by _____

 making a total amount of _____ with effect from _____

Subject to the beneficiary's consent

 Guarantee amount is decreased by _____

 making a total amount of _____ with effect from _____

 Please inform us the result by teletransmission airmail

Other amendments :

All other terms and conditions remain unchanged

(Party to whom credit facilities are granted by Bank (the "Customer"))

In consideration of your or your correspondent bank (at your sole discretion, where applicable) agreeing, at our request herein, to issue an amendment ("Amendment") to the abovementioned guarantee ("Guarantee") as indicated in this application, we hereby agree to all the terms and conditions set out in this application, the terms and conditions governing the application of the original Guarantee (including the terms and conditions overleaf of such application) and any applicable agreement(s) (collectively, "Credit Agreement") made between you and us. Without prejudice to any term in the Credit Agreement, we hereby agree that we shall indemnify and hold you harmless from and against all claims, demands, actions, damages, costs, losses, expenses and other sums which you may incur or pay by reason of, or in connection with, the Guarantee and the amendment and we shall pay to you upon demand all such sums. We do not require you to obtain confirmation from the beneficiary under the Guarantee of its acceptance of the terms of the Amendment and will not hold you liable for any loss, damage and/or cost suffered or incurred by us arising or in relation hereto. Our liability to indemnify you as aforesaid up to the full amount claimed by the beneficiary under the terms of the Guarantee shall not be reduced or affected whatsoever in the event that the beneficiary claims that the Amendment is not effective at law or if the beneficiary otherwise makes a claim under the Guarantee without taking into account the terms of the Amendment. Where the Guarantee allows for automatic extension of the expiry date, and the Amendment is made in relation to our request to amend or terminate the expiry date of the Guarantee contrary to the terms of the Guarantee, we are fully aware that the beneficiary has the right to insist that the original expiry date stated in the Guarantee applies, and that the requisite notice for termination is to be given in accordance with the original terms of the Guarantee. We are fully aware that this may lead to the Guarantee being extended for a longer period than we have instructed you or intended, and undertake to pay all applicable charges and fees in relation to the Guarantee for such extended period. We further agree that whenever you pay any sum to the beneficiary pursuant to a claim, you shall have the right, by notice to us, to be immediately reimbursed in an amount equal to, and in the currency of, the sum so paid. All the terms and conditions, including any indemnity given in your favour, governing the application of the original Guarantee issued by you shall apply in full force and effect to the amended Guarantee and to this Application to amend the Guarantee.

FOR BANK'S USE

Guarantee Type (pls circle)

Security Deposit / MOM / Other LG

Bond : Performance / Bid / Advance Payment / Retention

Effective Date

Final Expiry (incl**)

**Claim / Mailing

days/months

Closed/Open-ended/Auto-renewal

Comm Rate

P.A./Flat/Min Apply

Comm Charge on Issuance/Effective/

Credit Line No

App

Contact Person (Name and Telephone):
(Authorised to give instructions for issuance of guarantees)

YOURS FAITHFULLY

Authorised Signatory

(This is to be completed if a third party applicant is acting on behalf of the Customer or utilising the Customer's facility)

If the application for an amendment ("Amendment") is made at our request and on our behalf or on behalf of the Customer, we shall by our signature(s) below be bound to indemnify you as a joint obligor for all claims, demands, actions, damages, costs, losses, expenses and other sums which you may incur or pay by reason of, or in connection with, the Guarantee and the amendment and we shall pay to you upon demand all such sums. We further agree to all the terms and conditions set out in this application and the terms and conditions governing the application of the original Guarantee (including the terms and conditions overleaf of such application) made between you and us. We do not require you to obtain confirmation from the beneficiary under the Guarantee of its acceptance of the terms of the Amendment and will not hold you liable for any loss, damage and/or cost suffered or incurred by us arising or in relation hereto. Our liability to indemnify you as aforesaid up to the full amount claimed by the beneficiary under the terms of the Guarantee shall not be reduced or affected whatsoever in the event that the beneficiary claims that the Amendment is not effective at law or the beneficiary otherwise makes a claim under the Guarantee without taking into account the terms of the Amendment. Where the Guarantee allows for automatic extension of the expiry date, and the Amendment is made in relation to our request to amend or terminate the expiry date of the Guarantee contrary to the terms of the Guarantee, we are fully aware that the beneficiary has the right to insist that the original expiry date stated in the Guarantee applies, and that the requisite notice for termination is to be given in accordance with the original terms of the Guarantee. We are fully aware that this may lead to the Guarantee being extended for a longer period than we have instructed you or intended, and undertake to pay all applicable charges and fees in relation to the Guarantee for such extended period. We further agree that whenever you pay any sum to the beneficiary pursuant to a claim, you shall have the right, by notice to us, to be immediately reimbursed in an amount equal to, and in the currency of, the sum so paid. All the terms and conditions, including any indemnity given in your favour, governing the application of the original Guarantee issued by you shall apply in full force and effect to the amended Guarantee and to this Application to amend the Guarantee.

YOURS FAITHFULLY

Authorised Signatory
(Name and Designation)
(For third party counter signature)