

To: The Manager

The Hongkong and Shanghai Banking Corporation Limited

Singapore Office

Date (dd/mmm/yyyy) _____

AMENDMENT OF GUARANTEE/BOND

INFORMATION for Bank Guarantee/Bond ("the Guarantee")

Applicant Name		
Guarantee Number		
Contact Person	Telephone Number	Fax Number/Email Address
Please debit all charges (commission, SWIFT, etc) to Account number:		

AMENDMENT

<input type="checkbox"/> Please revise the Guarantee amount to _____ (in the same currency as the Guarantee) with effect from _____
<input type="checkbox"/> Please extend the expiry date to _____ (dd/mmm/yyyy)
<input type="checkbox"/> Please extend the claim period to: <input type="checkbox"/> Same as expiry date <input type="checkbox"/> _____ after expiry date
<input type="checkbox"/> Please revise the content of the Guarantee format as attached (<i>authorised signatory to initial on the attached format</i>)
<input type="checkbox"/> Others:

DELIVERY METHOD

To be collected by the following authorised person:	
Name:	IC No:
Address:	
Tel No:	Email:

<input type="checkbox"/> Where Guarantee is Supported by Marginal Payment
In consideration of your agreeing to amend the Guarantee in accordance with this application, *I/we agree to the following:
1. *I/We irrevocably and unconditionally authorise(s) you to debit account number _____ (the "Account") for the amount of _____ as additional cash cover / cash margin ("the Margin Payment") upon receipt of this application.
2. The Margin Payment shall be transferred to and held by you for *my/our obligations to you in relation to the Guarantee, and for all monies and liabilities (whether actual or contingent) owing by *me/us to you from time to time.
3. In the event the monies in the Account are denominated in a currency that is different from the currency of denomination of the Guarantee, *I/we hereby authorise you to convert such amount in the Account at your prevailing rate of exchange on the date of transfer of the Margin Payment.

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4. *I/We: -
- (a) shall not be entitled to withdraw the Margin Payment (and you have no obligation to release or repay the same) and shall not do or omit to do any act or thing which may in any way delay or prejudice your right to retain the Margin Payment or apply all or any part of the same in or towards such payment, discharge or satisfaction of its obligations or liabilities to you; and
 - (b) shall not mortgage, charge, pledge or otherwise encumber or assign, transfer or otherwise deal with or grant or suffer to arise any third party rights over or against the whole or any part of the Margin Payment or purport to do so, except in your favour. You are authorised to notify *my/our creditors of the terms and *my/our undertakings herein at any time.
5. *I/We acknowledge that no interest shall accrue on the Margin Payment.
6. You shall be at liberty to apply any part or all of the Margin Payment to satisfy *my/our liabilities to you at any time without notice. Any unutilised amount of the Margin Payment remaining one calendar month after the Guarantee is returned to you for cancellation, or in the event the Guarantee has been destroyed or lost or if otherwise not available for return to you, expiry of one calendar month after receipt of written notice from the beneficiary of the Guarantee that you are released from all liability thereunder, shall be credited to the Account.

☐ **Where Guarantee is Secured by Charge Over Deposits**

In consideration of your agreeing to amend the Guarantee in accordance with this application, *I/we agree to place term deposits of such amount required by you, and such term deposits shall be subject to:



- ☐ the existing Security Over Deposit (old form) executed by *me/us in favour of you dated _____
- ☐ the existing Charge Over All Term Deposit Accounts executed by *me/us in favour of you dated _____
- ☐ a fresh Charge Over All Term Deposits to be executed by *me/us
- ☐ a fresh Charge Over Specified Term Deposit Account(s) executed by *me/us in favour of you dated _____

Where *I am/we are required to execute fresh security documents in your favour, we further agree to:

- (a) deliver the duly executed security document to you; and
- (b) if we are a company, to deliver the relevant board resolution supporting the execution of the security document referred to above, and register the charge with the Accounting and Corporate Regulatory Authority ("ACRA") or such other relevant authority within the relevant statutory time limit for such registration. In this regard, we agree that you will arrange for registration of the charge with ACRA or such relevant authority upon receipt of all duly executed documents and all charges shall be debited from our account number _____.

DECLARATION AND AUTHORISED SIGNATURE

*I/We, as the Applicant, request the Bank to amend the above Guarantee in accordance with the above instructions. *I/We acknowledge that this request is subject to, and *I/we confirm that *I am/we are bound by the *Counter Indemnity/Blanket Counter Indemnity/terms and conditions of the GuaranteeDirect Application and other relevant agreements (including without limitation any facility agreement) in force from time to time between the Bank and *me/us. This application shall be governed by and construed in accordance with the laws of Singapore.

For Payment of Charges (if debiting account belongs to another entity)	For Guarantee/Bond Amendment
 _____ Authorised Signature(s) and Company Stamp	 _____ Authorised Signature(s) and Company Stamp

* please delete accordingly