

APPENDIX XX

Form of Performance Bond

THIS PERFORMANCE BOND is issued the _____ day of _____, 20

By(Company No.: _____)
(hereinafter referred to as the "**Guarantor**") in favour of **RAILWAY ASSETS CORPORATION** (hereinafter referred to as "**RAC**").

WHERE

AS:

- (A) By an agreement in writing dated, (hereinafter referred to as the "said Agreement"), made between **RAILWAY ASSETS CORPORATION** (Perbadanan Aset Keretapi) a body corporate established under the Railways Act 1991 (Act 436) ("**RAC**") with its office at Tingkat 16, IOI City Tower 2, Lebuhr IRC IOI Resort City, 62502 Putrajaya, Sepang, Selangor Darul Ehsan and(**Company No.**) ("**the Company**"), a company incorporated in Malaysia under the Companies Act 1965 having a business address at (hereinafter referred to as the "**Company**"), the Company has agreed inter alia, to(as defined therein) in accordance with the terms and conditions of the said Agreement.
- (B) By virtue of Clause.....of the said Agreement, the Company has agreed to provide a Performance Bond to RAC to the value and in the manner as hereinafter appearing as security for the due performance of the said Agreement and to cause the Guarantor, to issue the Performance Bond (hereinafter referred to as the "**Guarantee**"), on its behalf.
- (C) Terms defined in the said Agreement shall have the same meanings when used herein.

NOW IT IS HEREBY AGREED as follows:

Now the Guarantor irrevocably and unconditionally undertakes to guarantee as follows:

1. Upon RAC's first written demand, the Guarantor shall within five (5) business day from the date of receipt of RAC's demand in writing forthwith pay to RAC the amount specified in such demands notwithstanding any contestation or protest by the Company or Guarantor or any third party and without proof or conditions. PROVIDED ALWAYS that the total of all demands so made shall not exceed the sum equivalent to five per centum (5%) of the Contract Sum Analysis and the total amount recoverable against the Guarantor under this Guarantee shall not exceed the said sum.

2. The Guarantor shall not be discharged or released from this Guarantee by any arrangement between the Company and RAC with or without the consent of the Guarantor by any alteration in the obligations undertaken by the Company or by any forbearance, whether as to payment, time, performance or otherwise.

3. The Guarantee is a continuing guarantee and shall be irrevocable and shall remain valid and in full force and effect until the date of issuance of the Certificate of Practical Completion for theand the issuance of the CCC of the.....and the submission of the Maintenance Bond by the Company to RAC, following which this Guarantee shall be returned to the Guarantor for cancellation.

4. All whatsoever obligations and liabilities of the Guarantor under this Guarantee shall cease upon the determination of this Guarantee on the expiry date save to the extent that RAC shall previously have called upon the Guarantor in writing to pay specified moneys payable under the Guarantee then remaining outstanding.

5. All claims, if any, in respect of this Guarantee must be received by the Guarantor during the validity period of this Guarantee or within four (4) weeks from the expiry date of this Guarantee, whichever is the later.

6. This Guarantee shall be governed by and construed in accordance with the laws of Malaysia and the Guarantor hereby agrees to submit to the jurisdiction of the Courts of Malaysia over any claim arising out of this Guarantee.

Given under our hand and seal theday of20

SIGNED for and on behalf on)
 the Guarantor in the presence of)

Name:
 Designation:
 Banker's Stamp:

.....
 (Witness)

Name:
 Designation:

