

ULSTER BANK LIMITED GUARANTEE REFERENCE NO.: TFPBEG800005

THIS GUARANTEE BOND IS MADE AS A DEED BETWEEN THE FOLLOWING PARTIES WHOSE NAMES AND REGISTERED OFFICE ADDRESSES ARE SET OUT IN THE SCHEDULE TO THIS BOND (THE SCHEDULE)

- (1) THE SUBCONTRACTOR AS PRINCIPAL
- (2) THE GUARANTOR AS GUARANTOR, AND
- (3) THE CONTRACTOR

WHEREAS

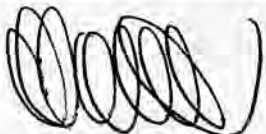
(A) BY A SUBCONTRACT (THE SUBCONTRACT) ENTERED INTO OR TO BE ENTERED INTO BETWEEN THE CONTRACTOR AND SUBCONTRACTOR PARTICULARS OF WHICH ARE SET OUT IN THE SCHEDULE THE SUBCONTRACTOR HAS AGREED WITH THE CONTRACTOR TO EXECUTE SUBCONTRACT WORKS (THE SUBCONTRACT WORKS) UPON AND SUBJECT TO THE TERMS AND CONDITIONS THEREIN SET OUT.

(B) THE GUARANTOR HAS AGREED WITH THE CONTRACTOR AT THE REQUEST OF THE SUBCONTRACTOR TO GUARANTEE THE PERFORMANCE OF THE OBLIGATIONS OF THE SUBCONTRACTOR UNDER THE SUBCONTRACT UPON THE TERMS AND CONDITIONS OF THIS GUARANTEE BOND SUBJECT TO THE LIMITATION SET OUT IN CLAUSE 4.

NOW IN CONSIDERATION OF USD10 (RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED BY THE CONTRACTOR AND THE GUARANTOR) THIS DEED WITNESSES AS FOLLOWS:-

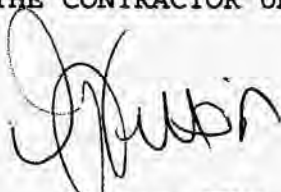
1 THE GUARANTOR GUARANTEES TO THE CONTRACTOR THAT IN THE EVENT ANY OF THE CIRCUMSTANCES LISTED IN CLAUSES 2.2(A)-(D) OF THE SUBCONTRACT ARISE, THE GUARANTOR SHALL SUBJECT TO THE PROVISIONS OF THIS GUARANTEE BOND SATISFY AND DISCHARGE THE LOSSES AND/OR DAMAGES SUSTAINED BY THE CONTRACTOR TOGETHER WITH ANY OTHER SUMS OWED TO THE CONTRACTOR ARISING FROM SUCH CIRCUMSTANCES AND TAKING INTO ACCOUNT ALL SUMS DUE OR TO BECOME DUE TO THE SUBCONTRACTOR.

2 IF THE SUBCONTRACT IS TERMINATED BY THE CONTRACTOR PURSUANT TO CLAUSE 18.1 OF THE SUBCONTRACT THE CONTRACTOR MAY AT ANY TIME GIVE NOTICE THEREOF TO THE GUARANTOR AND FROM TIME TO TIME THERAFTER MAY MAKE AN INTERIM CLAIM OR CLAIMS TO THE GUARANTOR (PROVIDING TO THE GUARANTOR SUCH DETAILS OF THE CONTRACTORS INTERIM CLAIM OR CLAIMS AS SHALL BE IN THE CONTRACTORS POSSESSION AT THE RELEVANT TIME AND WHICH IT IS REASONABLY ABLE TO PROVIDE) ON ACCOUNT OF THE GUARANTORS ULTIMATE OBLIGATIONS AND LIABILITIES UNDER THIS GUARANTEE BOND IN RESPECT OF SUMS DUE OR TO BECOME DUE FROM THE SUBCONTRACTOR TO THE CONTRACTOR UNDER THE CONTRACT.




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Trade Services Birmingham



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3 IN THE EVENT THAT ANY OF THE CIRCUMSTANCES LISTED IN CLAUSES 2.2 (A) - (D) OF THE SUBCONTRACT ARISE, OR THE SUBCONTRACT IS TERMINATED, AND THE CONTRACTOR MAKES A CLAIM TO THE GUARANTOR UNDER THIS GUARANTEE BOND, THE AMOUNT PAYABLE BY THE GUARANTOR SHALL BE:-

3.1.1 THE AMOUNT CLAIMED BY THE CONTRACTOR; OR

3.1.2 (IF THE GUARANTOR SHALL NOTIFY THE CONTRACTOR IN WRITING OF ITS OBJECTION TO THE AMOUNT SO CLAIMED BY THE CONTRACTOR WITHIN 10 WORKING DAYS OF RECEIPT OF THE CONTRACTORS CLAIM) AN AMOUNT DETERMINED BY AN ADJUDICATOR WHO SHALL BE APPOINTED AND SHALL ACT IN ACCORDANCE WITH THE BOND DISPUTE RESOLUTION PROCEDURE IN ANNEX 1 TO THIS BOND (THE ADJUDICATOR).

PROVIDED THAT THE AMOUNT OR AMOUNTS PAYABLE BY THE GUARANTOR UNDER THIS CLAUSE SHALL BE SUBJECT TO CLAUSE 4 HEREOF. SUCH AMOUNT SHALL BE PAID BY THE GUARANTOR TO THE CONTRACTOR WITHIN 10 WORKING DAYS OF RECEIPT OF THE CONTRACTORS CLAIM OR THE DETERMINATION MADE BY THE ADJUDICATOR (AS THE CASE MAY BE).

3.2 IF THE GUARANTOR FAILS TO OBJECT TO THE AMOUNT CLAIMED BY THE CONTRACTOR IN ACCORDANCE WITH CLAUSE 3.1.2, THEN IT SHALL BE DEEMED TO HAVE AGREED TO THE AMOUNT CLAIMED UNDER CLAUSE 3.1.1.

3.3 SUMS PAYABLE UNDER THIS GUARANTEE BOND SHALL BE PAID TO THE CONTRACTOR IN FULL, FREE OF ANY PRESENT OR FUTURE TAXES, LEVIES, DUTIES, CHARGES, FEES OR WITHHOLDINGS AND WITHOUT ANY DEDUCTION, RESTRICTION, CONDITIONS, WITHHOLDING, SETOFF OR COUNTERCLAIM WHATSOEVER. IF THE GUARANTOR IS COMPELLED BY LAW TO MAKE ANY DEDUCTION OR WITHHOLDING, THE GUARANTOR WILL GROSS UP THE PAYMENT SO THAT THE NET SUM RECEIVED BY THE EMPLOYER WILL BE EQUAL TO THE FULL AMOUNT WHICH THE CONTRACTOR WOULD HAVE RECEIVED HAD NO SUCH DEDUCTION OR WITHHOLDING BEEN MADE.

3.4 THE GUARANTOR SHALL BE ENTITLED IN ANY PROCEEDINGS UNDER THIS GUARANTEE BOND TO RELY ON ANY LIMITATION IN THE SUBCONTRACT AND TO RAISE EQUIVALENT DEFENCES OR CLAIMS WHICH MAY BE AVAILABLE TO THE SUBCONTRACTOR UNDER THE SUBCONTRACT (BUT EXCLUDING SET-OFFS OR COUNTERCLAIMS).


3.5 THE GUARANTOR SHALL OWE NO GREATER OBLIGATIONS TO THE CONTRACTOR UNDER THIS GUARANTEE BOND THAN IT WOULD OWE HAD IT BEEN NAMED AS A JOINT SUBCONTRACTOR WITH THE SUBCONTRACTOR UNDER THE SUBCONTRACT.

3.6 SUBJECT ALWAYS TO CLAUSE 4, ON THE FINAL DETERMINATION OF THE LIABILITY OF THE SUBCONTRACTOR TO THE CONTRACTOR UNDER THE SUBCONTRACT:-



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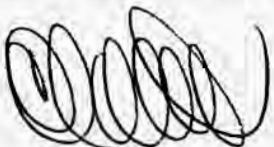
3.6.1 IF THE AMOUNT OF SUCH LIABILITY SHALL EXCEED THE AMOUNT OR AMOUNTS PREVIOUSLY PAID BY THE GUARANTOR TO THE CONTRACTOR UNDER CLAUSE 3.1 HEREOF, THE CONTRACTOR SHALL BE ENTITLED TO SUBMIT A FURTHER CLAIM TO THE GUARANTOR IN RESPECT OF THE BALANCE DUE FROM THE SUBCONTRACTOR, AND THE GUARANTOR SHALL WITHIN 10 DAYS OF RECEIPT OF THE CONTRACTORS CLAIM PAY THE AMOUNT OF SUCH FURTHER CLAIM: OR

3.6.2 IF THE AMOUNT OF SUCH LIABILITY SHALL BE LESS THAN THE AMOUNT OR AMOUNTS PREVIOUSLY PAID BY THE GUARANTOR TO THE CONTRACTOR UNDER CLAUSE 3.1 HEREOF, THE CONTRACTOR SHALL REPAY THE DIFFERENCE BETWEEN THE TWO AMOUNTS TO THE GUARANTOR.

4 THE MAXIMUM AGGREGATE LIABILITY OF THE GUARANTOR AND THE SUBCONTRACTOR UNDER THIS GUARANTEE BOND SHALL NOT EXCEED THE SUM SET OUT IN THE SCHEDULE (THE BOND AMOUNT).

5 THE GUARANTOR SHALL NOT BE DISCHARGED OR RELEASED BY ANY ALTERATION TO THE EXTENT OR NATURE OF THE WORKS OR BY ANY ALTERATION OF ANY OF THE TERMS CONDITIONS AND PROVISIONS OF THE SUBCONTRACT OR BY ANY INVALIDITY, ILLEGALITY, UNENFORCEABILITY OR IRREGULARITY OF ANY TERMS CONDITIONS AND PROVISIONS OF THE SUBCONTRACT TO THE EXTENT THAT SUCH INVALIDITY, ILLEGALITY, UNENFORCEABILITY OR IRREGULARITY HAS ARISEN AS A RESULT OF SOME ACT OR OMISSION ON THE PART OF THE CONTRACTOR, OR BY ANY WINDING-UP, LIQUIDATION, RECEIVERSHIP, ADMINISTRATION, VOLUNTARY ARRANGEMENT OR OTHER COMPOSITION WITH CREDITORS (OR ANY EVENT ANALOGOUS TO ANY OF THEM) OF THE SUBCONTRACTOR, OR BY ANY ALLOWANCE OF TIME, WAIVER, FORBEARANCE OR COMPROMISE BY THE EMPLOYER FOR ALL OR ANY PART OF THE CONTRACTORS OBLIGATIONS UNDER THE SUBCONTRACT AND NO OTHER BOND, SECURITY OR GUARANTEE HELD BY THE EMPLOYER OR ANY RELEASE OR WAIVER OF ANY SUCH BOND, SECURITY OR GUARANTEE UNDER OR IN RESPECT OF THE SUBCONTRACT OR THE SUBCONTRACT WORKS OR ANY OTHER ACT OR OMISSION WHICH (BUT FOR THIS PROVISION) MIGHT HAVE OPERATED TO RELEASE, REDUCE OR AFFECT THE GUARANTORS LIABILITY SHALL IN ANY WAY RELEASE, REDUCE OR AFFECT THE LIABILITY OF THE GUARANTOR UNDER THIS GUARANTEE BOND.

6 THE OBLIGATIONS OF THE GUARANTOR UNDER THIS GUARANTEE BOND SHALL BE CONTINUING AND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE EXPIRY DATE OR UNTIL ALL SUMS DUE UNDER THIS GUARANTEE BOND SHALL HAVE BEEN PAID IN FULL, WHICHEVER SHALL FIRST OCCUR, AT WHICH POINT THE OBLIGATIONS OF THE GUARANTOR UNDER THIS GUARANTEE BOND WILL CEASE WITH NO FURTHER LIABILITY ON THE PART OF THE GUARANTOR EXCEPT FOR ANY CLAIM VALIDLY MADE UNDER THIS GUARANTEE BOND THAT REMAINS UNPAID. NO CLAIM MAY BE MADE BY THE CONTRACTOR UNDER THIS GUARANTEE BOND AT ANY TIME AFTER THE EXPIRY DATE (AS DEFINED IN THE SCHEDULE).




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7 THE GUARANTOR WILL BE RELEASED FROM ITS OBLIGATIONS UNDER THIS GUARANTEE BOND ON THE DATE PRIOR TO THE EXPIRY DATE (IF ANY) NOTIFIED BY THE CONTRACTOR TO THE GUARANTOR AS THE DATE UPON WHICH THE OBLIGATIONS OF THE GUARANTOR UNDER THIS GUARANTEE BOND ARE RELEASED.

8 WHEN THE GUARANTOR IS NO LONGER UNDER ANY OBLIGATION UNDER THIS GUARANTEE BOND, THE CONTRACTOR MUST RETURN THE ORIGINAL OF THIS GUARANTEE BOND TO THE GUARANTOR.

9 THE SUBCONTRACTOR HAVING REQUESTED THE EXECUTION OF THIS GUARANTEE BOND BY THE GUARANTOR UNDERTAKES TO THE GUARANTOR (WITHOUT LIMITATION OF ANY OTHER RIGHTS AND REMEDIES OF THE CONTRACTOR OR THE GUARANTOR AGAINST THE SUBCONTRACTOR) TO PERFORM AND DISCHARGE THE OBLIGATIONS ON ITS PART SET OUT IN THE SUBCONTRACT.

10 THE CONTRACTOR SHALL BE ENTITLED TO ASSIGN (INCLUDING BY WAY OF SECURITY) ITS RIGHTS, INTERESTS AND BENEFITS UNDER AND PURSUANT TO THIS GUARANTEE BOND TO ANY OTHER PARTY WITH THE CONSENT OF THE SUBCONTRACTOR AND THE GUARANTOR SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD OR DELAYED.


11 ANY CLAIMS OR OTHER NOTICES TO BE SERVED UPON THE GUARANTOR HEREUNDER SHALL BE IN WRITING AND SHALL BE SERVED:

11.1.1 PERSONALLY BY HAND TO THE GUARANTOR AT THE ADDRESS STATED BELOW; OR

11.1.2 BY FIRST CLASS PRE-PAID POST OR BY COURIER TO BIRMINGHAM TRADE SERVICES, PO BOX 11139, 6TH FLOOR, 6 BRINDLEYPLACE, BIRMINGHAM B1 2XB

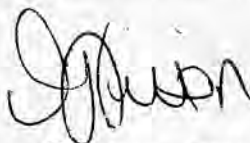
OR SUCH OTHER ADDRESS AS THE GUARANTOR MAY HAVE PREVIOUSLY NOTIFIED IN WRITING TO THE CONTRACTOR. ANY CLAIMS OR OTHER NOTICES, IF DELIVERED PERSONALLY OR BY COURIER, SHALL BE DEEMED TO HAVE BEEN SERVED AT THE TIME OF DELIVERY OR, IF SENT BY FIRST CLASS POST, SHALL BE DEEMED TO HAVE BEEN SERVED UPON THE EARLIER OF ACTUAL RECEIPT OR THREE DAYS AFTER MAILING.

12 THIS GUARANTEE BOND SHALL BE GOVERNED BY THE LAW OF TURKS AND CAICOS ISLANDS. ANY ACTION, SUIT, PROCEEDING OR DISPUTE IN CONNECTION WITH THIS GUARANTEE BOND SHALL BE FINALLY SETTLED UNDER THE ICC ARBITRATION RULES BY A 3- MEMBER TRIBUNAL PANEL IN ACCORDANCE WITH THE ICC ARBITRATION RULES. THE PLACE OF THE ARBITRATION SHALL BE DEEMED TO BE PARIS, NOTWITHSTANDING THAT HEARINGS MAY BE CONDUCTED IN TCI OR OTHER LOCATIONS IN ACCORDANCE WITH THE ICC ARBITRATION RULES. THE LANGUAGE OF THE ARBITRATION SHALL BE ENGLISH.




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13 THIS DEED MAY BE EXECUTED IN ONE OR MORE COUNTERPARTS. ANY SINGLE COUNTERPART OR A SET OF COUNTERPARTS EXECUTED, IN EITHER CASE, BY ALL THE PARTIES SHALL CONSTITUTE A FULL ORIGINAL OF THIS DEED FOR ALL PURPOSES.

THE SCHEDULE

THE CONTRACTOR: JOHNSTON INTERNATIONAL LIMITED
(COMPANY NO 2418) A COMPANY DULY
FORMED AND SUBSISTING UNDER THE LAWS
OF THE TURKS AND CAICOS ISLANDS WITH
REGISTERED OFFICE AT GOVERNORS ROAD,
LEEWARD, PROVIDENCIALES, TURKS AND
CAICOS ISLANDS, BRITISH WEST INDIES

THE GUARANTOR: ULSTER BANK LIMITED OF 11-16 DONEGALL
SQUARE EAST, BELFAST BT1 5UB

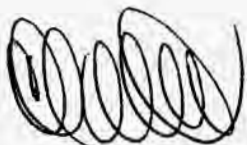
THE SUBCONTRACTOR: ROTARY (INTERNATIONAL) LIMITED (COMPANY
NUMBER NI012244) OF 5 TRENCH ROAD,
MALLUSK INDUSTRIAL ESTATE, NEWTON
ABBEY, CO ANTRIM, NORTHERN IRELAND BT36 4XA

THE EMPLOYER: INTERHEALTH CANADA CONSTRUCTION &
SERVICES (TCI) LIMITED (REGISTERED NO
11320) A COMPANY INCORPORATED IN THE
TURKS AND CAICOS ISLANDS AND HAVING
ITS REGISTERED OFFICE AT RICHMOND
HOUSE, PO BOX 127, LEEWARD HIGHWAY,
PROVIDENCIALES, TURKS AND CAICOS
ISLANDS, BRITISH WEST INDIES

THE MAIN CONTRACT: THE CONTRACT BETWEEN THE EMPLOYER
AND THE CONTRACTOR DATED ON. *11 January 2008*
FOR THE CONSTRUCTION OF HOSPITAL FACILITIES
ON GRAND TURK AND PROVIDENCIALES, TURKS AND
CAICOS ISLANDS.

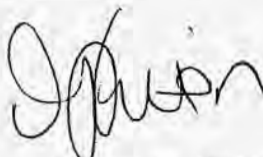
THE SUBCONTRACT: THE SUBCONTRACT DATED THE *..11...* DAY OF *January 2008*
MADE BETWEEN THE CONTRACTOR AND THE
SUBCONTRACTOR FOR THE DESIGN , PROCUREMENT,
INSTALLATION, TESTING AND COMMISSIONING OF
MECHANICAL, ELECTRICAL, PLUMBING, LIFT AND
MEDICAL GAS INSTALLATIONS IN CONNECTION WITH
THE MAIN CONTRACT.

THE BOND AMOUNT: THE SUM OF USD 2,326,989.20 (SAY UNITED
STATES DOLLARS TWO MILLION THREE HUNDRED AND
TWENTY SIX THOUSAND, NINE HUNDRED AND EIGHTY
NINE 20/100) (BEING AN AMOUNT EQUIVALENT TO
TEN PER CENT OF THE SUBCONTRACT PRICE).



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GUARANTEE No. *300005*

THE EXPIRY DATE: THE DATE FALLING 28 DAYS AFTER ISSUE OF THE TAKING-OVER CERTIFICATE PURSUANT TO AND AS DEFINED IN THE MAIN CONTRACT.

IN WITNESS WHEREOF THE GUARANTOR AND THE CONTRACTOR HAVE EXECUTED AND DELIVERED, THIS GUARANTEE BOND AS A DEED THIS 18TH DAY OF DECEMBER, 2007

EXECUTED AS A DEED BY JOHNSTON INTERNATIONAL LIMITED ACTING BY:)

)
DIRECTOR

)
DIRECTOR/~~SECRETARY~~

EXECUTED AS A DEED BY ROTARY (INTERNATIONAL) LIMITED ACTING BY:)

)
DIRECTOR

)
DIRECTOR/~~SECRETARY~~

SIGNED AS A DEED BY

Johnston
AS THE ATTORNEY AND ON BEHALF OF ULSTER BANK LIMITED

Dawn Fitton
Team Manager
Trade Services Birmingham

IN THE PRESENCE OF

[Signature]
BANK OFFICIAL
ULSTER BANK LIMITED
RBS TRADE SERVICES
ULSTER BANK TEAM
C/O THE ROYAL BANK OF SCOTLAND PLC
P O BOX 11139
6TH FLOOR, 6 BRINDLEYPLACE
BIRMINGHAM B1 2XB

David Cotter
Technical Specialist
Trade Services Birmingham

ANNEX 1

BOND ADJUDICATION PROCEDURE

1 Referral to Bond Adjudication

1.1 Either party (the "**Referring Party**") may refer a Bond Dispute to Bond Adjudication by serving notice (a "**Bond Adjudication Notice**") on the other party (the "**Non-Referring Party**"). The Bond Adjudication Notice shall include in relation to the Bond Dispute:

1.1.1 a concise summary of the nature and background of the Bond dispute and the issues arising;

1.1.2 statement of the relief claimed;

1.1.3 a reference to any documents in which the subject matter of the Bond dispute was raised;

1.1.4 a statement of any matters which the parties have already agreed in relation to the Bond Dispute or the procedure for determination of the Bond dispute; and

1.1.5 copies of all documents which have an important and direct bearing on the issues and on which the Referring Party intends to rely (or a list of such documents to the extent that they are already in the possession of the Non-Referring Party).

1.2 The provisions of paragraph 3 of this Annex 1 shall apply to the appointment of the Bond Adjudicator to determine the Bond Date. It is the intention of the parties that the Bond Adjudicator be appointed and the Bond Date be referred to him within 7 days of the service of the Bond Adjudication Notice.

1.3 On the appointment of the Bond Adjudicator, the Referring Party shall forthwith deliver a copy of the Bond Adjudication Notice to the Bond Adjudicator, thereby referring the Bond dispute to him.

1.4 The scope of the Bond Adjudication shall be the matters identified in the Bond Adjudication Notice, together with:

1.4.1 any further matters which the Beneficiary and the Guarantor agree should be within the scope of the Bond Adjudication; and

- 2.6 No party shall be entitled to issue Court proceedings in relation to the Bond Dispute and the decision of the Bond Adjudicator in relation to the Bond Dispute will be binding and enforceable on the parties (save for manifest error).
- 2.7 The time periods set out in paragraphs 2.1, 2.2 and 2.4 above may be extended by the agreement of the parties after the Bond dispute has been referred to Bond Adjudication.
- 2.8 The Bond Adjudicator shall be entitled to extend the time period set out in paragraph 2.4 above by up to 14 days with the consent of the party by whom the Bond Dispute was referred.
- 2.9 The Bond Adjudicator shall act as an expert and not as an arbitrator. Apart from the rules set out in this Annex 1 and his duty to act fairly and impartially the Bond Adjudicator shall not be bound by any other rules or procedures and shall conduct the Bond Adjudication as he thinks fit. He shall take the initiative in ascertaining the facts and the law necessary to determine the Bond Dispute provided always that he shall (unless constraints of time render this impracticable) give the parties a reasonable opportunity to comment upon any matters not included in the evidence or submissions of the parties which he considers relevant to his decision. The Bond Adjudication shall continue notwithstanding any failure by either party to take part.
- 2.10 The Bond Adjudicator will make all decisions in accordance with the express and implied terms of the agreements relevant to the Bond dispute and the governing law. Where it is not possible for the Bond Adjudicator to make a decision by reference to the express and implied terms of the agreements relevant to the Dispute and the governing law in the time available to him, the Bond Adjudicator shall use his best endeavours to reach such decision as seems to him fair and reasonable in so far as he has been able (using his best endeavours in the time available) to ascertain the facts and the law relevant to the Bond Dispute.
- 2.11 For the purposes of reaching his decision, the Bond Adjudicator shall have power to open up, review and revise any opinion, decision, certificate, account, requirement or notice given pursuant to this Adjudication Bond and/or any of the documents entered into between the parties pursuant to it (except pursuant to any agreements between the parties settling a Bond Dispute) unless expressed in this Adjudication Bond to be final and binding and to determine all matters in dispute as he sees fit. The Bond Adjudicator shall also have power to assess and award damages.
- 2.12 The Bond Adjudicator may if he thinks fit:

- 2.15 Each party shall bear its own costs in connection with the Bond Adjudication. The costs of the Bond Adjudicator shall be borne as the Bond Adjudicator shall specify, or, in default, equally by both parties.
- 2.16 In every case in which a written communication, including without prejudice to the generality of the foregoing, any notice, letter, fax, e-mail or document is sent to the Bond Adjudicator by one party, a copy thereof and any documents referred to in or accompanying that written communication shall be sent simultaneously to the other party.
- 2.17 The Bond Adjudicator shall not be liable to either party for anything done or omitted in the discharge or purported discharge of his functions as Bond Adjudicator unless the act or omission is in bad faith, and any employee or agent of the Bond Adjudicator is similarly protected from liability.
- 2.18 The Bond Adjudication and all matters arising in the course thereof are and will be kept confidential by the Beneficiary and the Guarantor except insofar as necessary to implement or enforce any decision of the Bond Adjudicator or as may be required for the purpose of any subsequent proceedings.
- 2.19 Every decision of the Bond Adjudicator shall be implemented without delay. The Beneficiary and the Guarantor shall be entitled to such relief and remedies as are set out in the decision, and shall be entitled to summary enforcement, regardless of whether such decision is, or is to be, the subject of any challenge or review.
- 2.20 The Bond Adjudicator (or prospective Bond Adjudicator) shall not decline jurisdiction by reason of the occurrence of any insolvency event in relation to nor take into account any such insolvency event (nor any such consequences) if ruling on his own jurisdiction.

3 Selection of the Bond Adjudicator

- 3.1 Where the parties have agreed upon the identity of a Bond Adjudicator who confirms his readiness and willingness to act within 7 days of service of the Bond Adjudication Notice, then that person shall be the Bond Adjudicator.
- 3.2 Where the parties have not so agreed upon a Bond Adjudicator within 2 days of service of the Adjudication Notice or where such person has not so confirmed his willingness to act within 2 days of receiving a request to act, then the parties shall use their reasonable endeavours to agree to jointly request the most appropriate of the following bodies to select a person to act as Bond Adjudicator: