

GUARANTEE AND INDEMNITY BY INDIVIDUALS OR COMPANY

THIS GUARANTEE AND INDEMNITY is made the day and year stated in Section 1 of the Schedule hereto between the Party/Parties whose name(s), description(s) and/or address/addresses is/are stated in Section 2 of the Schedule hereto (hereinafter referred to as "the Guarantors" which expression shall, where the context so admits, include his/her/their estate, heirs, personal representatives, permitted assigns and/or successors in title as the case may be) of the one part and CIMB BANK BERHAD (Company No. 13491-P) having its registered office at Level 13, Menara CIMB, Jalan Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur and having a place of business at the address specified in Section 3 of the Schedule hereto (hereinafter referred to as "the Bank" which expression shall include its successors in title) of the other part.

The Loan Agreement

At the request of the Guarantors, the Bank has agreed to make available a Facility in the total amount specified in Section 4 of the Schedule hereto for principal only (hereinafter called "the Facility") to the Party/Parties stated in Section 5 of the Schedule hereto (hereinafter called "the Borrower") upon the terms and/or conditions contained in the Loan Agreement/Facility Agreement and/or Letter of Offer dated the day and year stated in Section 6 of the Schedule hereto (hereinafter referred to as "the Loan Agreement").

This Guarantee and Indemnity

As security for the due performance by the Borrower of the terms and conditions of the Facility under the Loan Agreement, the Guarantor/Guarantors have agreed jointly and severally to give this Guarantee and Indemnity to the Bank.

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. DEFINITIONS AND INTERPRETATION

Definitions

In this Guarantee and Indemnity, unless expressly provided for or the context otherwise requires, the following expressions shall have the meaning set forth opposite such expressions:-

Borrower	:	The party or parties stated in Section 5 of the Schedule.
the Facility	:	The Facilities stated in Section 4 of the Schedule.

Guarantors	:	The party or parties stated in Section 2 of the Schedule, and references to the Guarantors would include reference to any one of the Guarantors.
Indebtedness	:	All monies which are owing and/or payable by the Borrower to the Bank under the Loan Agreement or such amount thereof as may be outstanding, whether certain or contingent, now or hereafter owing as incurred by the Borrower to the Bank, including all the interest, costs and charges described thereunder
Loan Agreement	:	The Loan Agreement/Facility Agreement and/or Letter of Offer stated in Section 4 of the Schedule

Interpretation

In this Guarantee and Indemnity (unless the context otherwise requires):-

- (a) words applicable to natural persons include firms, companies, corporations, states, administrative and/or governmental entities and vice versa;
- (b) references to the masculine gender include the feminine and neuter genders, and vice versa;
- (c) references to the singular number include the plural and vice versa;
- (d) All references to provisions of statutes include such provisions as modified or re-enacted;
- (e) references to clauses unless otherwise stated are to be construed as references to clauses of this Guarantee and Indemnity;
- (f) the headings of any clauses are inserted for ease of reference only and shall be not be taken, read and construed as essential parts of this Guarantee and Indemnity;
- (g) where any agreements, covenants, terms, conditions, and/or undertakings are expressed to be made by or on the part of two or more persons or parties, all such agreements, covenants, terms, conditions, and/or undertakings, shall be deemed to be made by and binding on such persons or parties jointly and severally;
- (h) where two or more persons or parties are included or comprised in any agreements, covenants, terms, and/or undertakings, such agreements, covenants, terms, and/or undertakings shall be enforceable by them jointly and severally;

- (i) words and expressions defined in the Loan Agreement shall, unless otherwise defined herein or repugnant to the content herein, have the same meanings when used or referred to in this Guarantee and indemnity.

GUARANTEE AND INDEMNITY

IN CONSIDERATION of the Bank at the Guarantors' request and desire, having made, making, continuing to make available, or otherwise giving, credit, advances, accommodation and/or any other form of banking facilities for as long as the Bank may deem fit to the Borrower upon the terms and/or conditions contained in the Loan Agreement, the Guarantors hereby AGREE TO UNDERTAKE and GUARANTEE the Bank, irrevocably and unconditionally as a continuing obligation, the following:-

1. PAYMENT ON DEMAND

The Guarantors hereby unconditionally and irrevocably guarantee as principal debtors, jointly and severally, and not merely as sureties, to pay and satisfy the Bank on demand:-

- (a) in full all monies which are owing and payable by the Borrower to the Bank under the Loan Agreement or such amount thereof as may be outstanding, whether certain or contingent now or hereafter owing as incurred to the Bank from or by the Borrower including all the interest, costs and charges described hereunder (hereinafter collectively referred to as "the Indebtedness");
- (b) the charges above-referred to include commission and/or any other bank charges which the Bank may in the course of its business charge to the Borrower, and all costs, charges, disbursements and/or legal fees on a full indemnity basis which the Bank may incur in enforcing or seeking to obtain payment of all or any part of the sum owing to the Bank by the Borrower in respect of the Facility and to make good any default by the Borrower or the Borrower's successors-in-title in payment of the Facility or any part thereof, and all other charges and disbursements in the preparation, stamping or creation of this Guarantee and Indemnity, and in the enforcement of the same against the Guarantors;
- (c) the interest payable above-referred shall include interest on outstanding sum calculated at the rate prescribed in the Loan Agreement or at such other rate as may be determined or varied by the Bank from time to time including additional interest on late payment and capitalised interest.

- (d) all monies obtained from or liabilities incurred to the Bank notwithstanding that the borrowing or incurring such liabilities may be invalid or in excess of the powers of the Borrower or any directors, attorney, agent or other person purporting to borrow or act on behalf of the Borrower and notwithstanding any other irregularity in such borrowing or incurring such liabilities.

Notwithstanding the amount stipulated in the Loan Agreement, the Guarantors' liability shall not be limited to the principal sum stipulated in the Loan Agreement but shall include all additional and/or further facilities granted to the Borrower.

The rights of the Bank to capitalise and charge interest as provided herein shall subsist and continue to subsist notwithstanding the issue and/or service of a demand for payment of any monies intended to be hereby secured and shall be applicable both before and after judgment and notwithstanding that the relationship of banker and customer between the Bank and the Borrower and/or the Guarantors as the case may be shall have ceased for any reason or cause whatsoever.

For the purposes of this Guarantee and Indemnity, any demand for the repayment of the monies due hereunder shall be deemed to be made by the Bank if the demand is made in accordance with Clauses 4.1, 4.2, 4.3 and 5 herein.

2. GUARANTORS' COVENANTS

The Guarantors hereby further agree, undertake and covenant with the Bank as follows:-

(a) Principal Liability

That to give full effect to the provisions of this Guarantee and Indemnity the Guarantors hereby waive all rights inconsistent with the provisions of this Guarantee and Indemnity and which the Guarantors might otherwise as surety be entitled to claim and enforce, and the Guarantors declare that the Bank shall be at liberty to act as though the Guarantors were the principal debtors for all sums guaranteed by the Guarantors as aforesaid;

(b) Opening Of New Account

That after the monies hereby guaranteed have been demanded from the Guarantors it shall be lawful for the Bank at any time to continue any existing account or accounts or to open any new account or accounts with the Borrower, and no money thereafter paid into such account or accounts shall be appropriated in discharge of any monies hereby guaranteed unless the Bank so decides at the Bank's sole discretion;

(c) Variation

That the Bank may at any time or times at its discretion without discharging, impairing or affecting the Guarantors or any of the Guarantors' liability under this Guarantee and Indemnity, without this Guarantee and Indemnity being avoided, released or affected in any way, without obtaining any of the Guarantors' consent, and without notifying the Guarantors or any of the Guarantors, vary, add to or alter the provisions of the Loan Agreement for the making of advances or otherwise giving credit or affording banking facilities to the Borrower by the Bank, and/or the obligations undertaken by the Borrower thereunder;

(d) Forbearance

That this Guarantee and Indemnity and the Guarantors or any of the Guarantors' liability hereunder shall not in any way be discharged, diminished or affected by any extension of time, forbearance and/or any concession given to the Borrower and/or any failure to assert any right or remedy against the Borrower by the Bank and/or any modification or implication thereof, or any failure of the Borrower to comply with any requirement of any law, regulation or order in force in Malaysia;

(e) Other Rights

(i) That the Guarantors' liability under this Guarantee and Indemnity shall subsist whether or not the Bank has a legal right to claim against the Borrower and/or any surety and/or against any security the Bank may now or any time hereafter or from time to time have from or against the Borrower or any other persons for any sums, loss and/or damage, and whether or not the Bank has availed itself of its legal remedies against the Borrower and/or any other surety and/or against any security as aforesaid;

(ii) That the Guarantors' liability under this Guarantee and Indemnity shall subsist and this Guarantee and Indemnity shall not be discharged, diminished or affected by any failure on the part of the Bank to take any form of security.

(f) Set-Off Etc.

That all sums payable by the Guarantor/ Guarantors or any of the Guarantors under this Guarantee and Indemnity shall be paid in full without set-off counter-claim condition or qualification of any nature whatsoever;

(g) Proof In Liquidation

That all compositions and moneys received by the Bank from the Borrower, person or estate capable of being applied by the Bank in reduction of the Indebtedness of the Borrower, shall be regarded for all purposes as payments in gross and the Bank shall be entitled to prove in the bankruptcy or winding up or insolvency and/or liquidation of the Borrower should the Borrower become bankrupt, wound up, insolvent or go into liquidation, in respect of the whole of the Borrower's Indebtedness to the Bank, without any right on the part of the Guarantors to be subrogated to the Bank in respect of any such proof, and the full amount hereby guaranteed shall be payable by the Guarantors until the Bank shall have received in the bankruptcy/winding up/insolvency/liquidation of the Borrower from all sources one hundred (100) sen in the Ringgit Malaysia on the ultimate outstanding sum against the Borrower;

(h) Release Of Guarantors

That the Bank may, at any time or times agree not to sue any of the Guarantors and/or release and/or discharge any of the Guarantors from his/her/their liability under this Guarantee and Indemnity without affecting the liability of the remainder of the Guarantors under this Guarantee and Indemnity, whether or not the aforesaid remainder of the Guarantors shall have notice of or assented to any such agreement, release and/or discharge, and whether or not the Bank shall have reserved its remedies against the remainder of the Guarantors;

(i) Other Guarantee

That the Guarantee and Indemnity herein and the rights of the Bank hereunder shall be in addition to and not in substitution for any other guarantee and indemnity, collateral, lien and/or other security now or hereafter held by the Bank, in respect of the payment of monies and liabilities from time to time and at any time due and owing by the Borrower to the Bank and the due performance and observance by the Borrower of the terms and/or conditions in the Loan Agreement, whether such guarantee and indemnity, collateral, lien and/or other security shall be given to the Bank by the Guarantors or otherwise, and no variation, exchange, release, renewal, modification of or other dealing with or forbearance from perfecting or enforcing any such other guarantee and indemnity, collateral, lien and/or other security held by the Bank, shall affect the liability of the Guarantor/Guarantors under this Guarantee and Indemnity, whether or not any of the Guarantors shall have notice of or given his/her/their consent to such renewal, variation, exchange, release, modification of or other dealing with or forbearance from perfecting or enforcing such other guarantee and indemnity, collateral, lien and/or other security;

(j) Other Means Of Payment

That the Bank shall be at liberty but not bound to resort to any other means of payment at any time and in any order the Bank thinks fit without thereby diminishing the liability of the Guarantors, and the Bank may enforce this Guarantee and Indemnity either for the payment of the ultimate balance after resorting to other means of payment, or for the balance due at any time notwithstanding that other means of payment have not been resorted to, and in any case without entitling the Guarantors or any of the Guarantors to any benefit from such other means of payment so long as any monies remain due from the Borrower to the Bank;

(k) Continuing Guarantee

That this Guarantee and Indemnity shall not be considered as revocable or satisfied by any intermediate payment of any part of the monies owing and payable by the Borrower but shall be a continuing Guarantee and Indemnity and shall extend to cover any sum or sums of money which shall from time to time constitute the Indebtedness due from the Borrower to the Bank under the Loan Agreement until such time when the whole of the Indebtedness shall have been fully paid;

(l) Death Insanity

That the death, insanity, disability or determination of liability of any one of the Guarantors shall not prejudice or affect the liability of the other Guarantors under this Guarantee and Indemnity but shall in all respects and for all purposes be binding and operative until discharged by performance thereof;

(m) Estates Heirs Executors Etc.

That this Guarantee and Indemnity shall be binding as a continuing security on the Guarantors, their (respective) estates, heirs, executors administrators, legal representatives, permitted assigns and/or successors in title as the case may be, and the Guarantors and their (respective) estates, heirs, executors, administrators, legal personal representatives, permitted assigns and/or successors in title as the case may be, shall remain bound by this Guarantee and Indemnity and shall pay to the Bank on demand all outstanding liabilities and obligations due from the Borrower to the Bank under the Loan Agreement;

(n) Principal Debtor(s)

That all sums of monies not recovered or recoverable from the Guarantors for any reason whatsoever under this Guarantee and Indemnity shall nevertheless be recoverable from the Guarantors as principal debtors and shall be repaid by the Guarantors upon demand on the Guarantors made by the Bank or on the Bank's behalf;

(o) Bankruptcy Of Guarantor/Guarantors

That this Guarantee and Indemnity shall not be determined or affected by the bankruptcy, winding up, insolvency and/or liquidation of the Guarantors, but shall in all respects and for all purposes be binding and operative until discharge by performance thereof;

(p) Conclusive Evidence

That a written statement from the Bank as to the amount due and owing by the Borrower shall be accepted by the Guarantors as conclusive evidence that the amount thereby appearing is due from the Borrower to the Bank and payable on demand to the Bank by the Guarantors;

(q) Liquidation Etc. Of Borrower(s)

That in the event of the Borrower becoming bankrupt, wound up, liquidated and/or making any arrangement or composition with the Borrower's creditors, the Guarantors shall not prove in competition with the Bank in any such liquidation, bankruptcy, winding up, insolvency, arrangement and/or composition in respect of the monies due from the Borrower to the Bank, but shall give the Bank the benefit of any such proof which the Guarantors shall be entitled to make, unless and until the Bank shall have received the full amount of the monies due to the Bank from the Borrower;

(r) AvoidanceOfPayment

No assurance, security or payment which may be avoided under any statutory enactment relating to bankruptcy, winding up or insolvency and/or liquidation, and no release, settlement or discharge which may have been given or made on the basis of the avoidance of any such assurance, security or payment, shall prejudice or affect the Bank's right to recover from the Guarantors to the full extent of this Guarantee and Indemnity;

(s) Adjustments

That if the Bank has received such ultimate balance in full any claim on the Guarantors' part to any excess or any security remaining in the Bank's hand should be a matter of adjustment between the Bank, the Guarantors and any other persons laying claim thereto;

(t) Counter Security

That the Guarantors shall not, unless with the Bank's prior consent in writing, take directly or indirectly in respect of the liability undertaken pursuant to this Guarantee and Indemnity, any counter security whether involving a charge on property whatsoever of the Borrower or otherwise whereby the Guarantor/Guarantors would, or might, on the insolvency of the Borrower and to the prejudice of the Bank, increase the proof in such insolvency or diminish the property distributable among the creditors of the Borrower, and as regards any such counter security taken by the Guarantors with the Bank's consent as aforesaid, the same shall be a security to the Bank for the fulfilment of the Guarantors' obligations under this Guarantee and Indemnity;

(u) Lien And Set-Off

That the Bank shall so long as any money remains owing under this Guarantee and Indemnity, have a lien on all monies now or hereinafter standing to the Guarantors' credit with the Bank, whether on current or other accounts and whether in Malaysia or elsewhere, and the Bank shall be entitled to debit and/or set-off the indebtedness against such monies standing to the credit of the said accounts, and in the event that the monies standing to the credit of the said accounts is in a currency other than Malaysian currency, the rate of exchange shall be at the Bank's prevailing buying rate for that currency at the time of such debit and/or set-off;

(v) Refusal to Grant Credit Facilities

That this Guarantee and Indemnity shall not be in any way prejudiced or affected by the Bank's absolute discretion to grant further banking and/or other credit facilities, advances, overdrafts or loans to the Borrower whether with or without notice to the Guarantors;

(w) Avoidance and Reduction

That any sums or security paid or given to the Bank by or on behalf of the Borrower and/or the Guarantors, shall not constitute a valid settlement or discharge of the liability hereunder of the Guarantors under this Guarantee and Indemnity or any part thereof, if the payment of such sums or the giving of such security shall be avoided or reduced under the provisions of any law relating to bankruptcy, winding up, insolvency and/or liquidation for the time being in force, and the Bank shall be entitled to claim against the Guarantors in the case of such avoidance and/or reduction, for the full amount or value of the aforesaid sums or security, and/or to recover from the Guarantors to the full extent of this Guarantee and Indemnity;

(x) Subordination of Debts

Any amount now or hereafter due and owing by the Borrower to the Guarantors (hereinafter referred to as "the Borrower's Debts") is hereby subordinated to the Indebtedness of the Borrower to the Bank, and the Borrower's debts to the Guarantors, if the Bank so require, shall be collected, enforced and received by the Guarantors on trust for the Bank and be paid over to the Bank on account of the Indebtedness of the Borrower to the Bank, but without reducing or affecting in any manner the liability of the Guarantors under this Guarantee and Indemnity;

(y) Omission

Nothing done or omitted by the Bank in pursuance of any authority or permission contained in this Guarantee and Indemnity shall affect or discharge the liability of the Guarantors hereunder;

(z) Waiver of Requirements for Diligence

The Bank may accelerate the maturity of any obligations of the Borrower under the Loan Agreement and/or under any credit or accommodation given to the Borrower or any other person, or exchange or deal with any collateral security, or change the terms and/or conditions of any credit or accommodation. The Guarantors hereby expressly waive all requirements for diligence, presentments, demands, protest and notice whatsoever and expressly declare that the Bank may do all or any of the above things without in any way limiting, restricting or discharging the liability of the Guarantors hereunder. The Bank may enforce and have recourse to all remedies and means for recovering the Indebtedness at such time and in such order and manner as the Bank shall think fit;

(aa) Release/Compromise With Borrower

That the Guarantors' liability hereunder shall not be in any way discharged, diminished or affected by any release of or compromise with the Borrower whether or not the Guarantors shall have any notice of such release, compromise or agreement and whether or not the Bank shall have reserved its rights against the Borrower.

(bb) Change in the Guarantors

the Guarantors' liabilities and obligations under this Guarantee and Indemnity shall not be determined or in any way prejudiced but shall continue to be valid and binding for all purposes whatsoever, notwithstanding any change by amalgamation, reconstruction or otherwise which may be made in the Guarantors' constitution or by the Guarantors' bankruptcy, winding up, insolvency and/or liquidation, voluntary or otherwise, and the Guarantors expressly agrees that no

change of any sort whatsoever affecting the Guarantors shall in any way affect the security, liabilities and/or obligations created hereunder in relation to any transaction whatsoever whether past, present or future;

3. INDEMNITY

The Guarantors hereby further agree, undertake, confirm and covenant with the Bank that, without derogation from any of the Guarantors' obligations to the Bank provided in this Guarantee and Indemnity, the Guarantors hereby further guarantee and undertake with the Bank to indemnify the Bank and keep indemnified the Bank against all losses, actions, proceedings, claims, demands, costs, damages and/or expenses (including legal costs on a full indemnity basis) which the Bank may incur, suffer or sustain by reason of any breach by the Borrower of any terms, conditions, covenants and/or stipulations contained in the Loan Agreement.

4. NOTICE OF DEMAND

Any demand for payment or any other demand or notice under this Guarantee and Indemnity, shall be deemed to be sufficiently served on the Guarantors by the Bank and/or any persons acting as solicitors for the Bank, if such demand for payment or any other demand or notice under this Guarantee and Indemnity, is left at the usual or last known address of the Guarantors in accordance with the records kept by the Bank, or at the address stated in Section 2 of the Schedule, or sent by ordinary mail to any of such addresses. Proof of posting or despatch to the Guarantors of any such demand for payment or any other demand or notice under this Guarantee and Indemnity shall be deemed to be proof of receipt by the Guarantors:-

- (a) if it is personally delivered, at the time of delivery;
- (b) in the case of a letter, on the second day after posting;
- (c) in the case of a telex or cable, on the day following the date of despatch;
- (d) in the case of facsimile, immediately after transmission, provided that the sender has received an answer back confirmation.

No change in the address for service of the Guarantors howsoever brought about shall be effective or binding on the Bank unless actual notice in writing of such change has been received by the Bank.

Alternatively the Borrower shall accept the demand for payment or any other demand or notice under this Guarantee and Indemnity from the Bank, on behalf of the Guarantors, and Clause 4.1 above shall apply to the Borrower in like manner, except that the word "Borrower" shall be substituted for the word "Guarantors", and that the address for service of the Borrower shall be as stipulated in the Loan Agreement.

The Guarantors agree that upon any demand for payment being made pursuant to Clause 4.1 or 4.2, the Guarantors shall make payment of the sum demanded within seven (7) days of the date of the notice of demand, and further agree that in the event that the Guarantors fail to make payment within the said period, the Bank shall be entitled to enforce all its legal rights and remedies and may take all such action as it may deem fit to recover the outstanding sum due to the Bank.

5. AGENT FOR SERVICE

The Guarantors hereby irrevocably appoints the Borrower as the Guarantor's agent for the service of any demand, notice, writ, summons, judgment or other legal process, and authorises the Borrower to accept service of such demand, notice, writ, summons, judgment or other legal process on behalf of the Guarantors. The Guarantors shall be deemed to have notice of such demand, notice, writ, summons, judgment or other legal process when the same is acknowledged received by the Borrower. The failure of the Borrower to give notice to any of the Guarantors of any such demand, notice, writ, summons, judgment or other legal process, will not affect or impair the validity of any proceedings and/or the judgments or orders based thereon, provided however that nothing contained in this clause shall be deemed to limit the right of the Bank to effect service of such demand, notice, writ, summons, judgment or legal process in any other manner permitted by law.

6. REPRESENTATIONS AND WARRANTIES

The Guarantors hereby represent warrant and undertake to the Bank that:-

- (a) The Guarantors have full power, authority and legal right to enter into this Guarantee and Indemnity, to engage in the transactions contemplated by this Guarantee and Indemnity, to guarantee the Indebtedness, to incur all the liabilities and other obligations for which provision is made in this Guarantee and Indemnity, and to carry out the terms and/or conditions of this Guarantee and Indemnity.
- (b) The obligations of the Guarantors under this Guarantee and Indemnity constitute the legal, valid and binding obligations of the Guarantors and are enforceable against the Guarantors in accordance with its terms and/or conditions.
- (c) The obligations of the Guarantors under this Guarantee and Indemnity are direct, unconditional, irrevocable and general obligations of the Guarantors and will rank pari passu with all other direct or contingent unsecured liabilities of the Guarantors.

- (d) Neither the execution and delivery of this Guarantee and Indemnity nor the performance or observance by the Guarantors of any of its obligations or the exercise by the Guarantors of any of its rights hereunder will:-
- (i) contravene, conflict with or result in any breach of any of the terms, conditions, covenants, undertakings or other provisions of, or constitute a default, event of default or an event which with the giving of notice and/or lapse of time and/or the fulfilment of any condition would constitute a default or a contravention of, or be in conflict with, any law or regulation, order, franchise, concession, licence, permit or authority or any agreement, undertaking, indenture, mortgage, deed or other instrument, or any arrangement, obligation or duty applicable to, or which is binding upon or affects the Guarantors or any of its assets or revenues;
 - (ii) cause any limitation on the borrowing or any other powers of the Guarantors (whether imposed by any law or regulation, order, agreement, instrument or otherwise) or any other limitation affecting the Guarantors, to be exceeded; or
 - (iii) result in, or oblige the Guarantors to create, any charge on the whole or any part of the assets or revenue of Guarantors, present or future;
- (e) The Guarantors are not in breach or contravention of or in default under any law or regulation, order, franchise, concession, licence, permit, authority, agreement, undertaking, instrument, arrangement, obligation or duty applicable to, or which is binding upon or affect, them or any of their assets or revenues, the consequences of which breach, contravention or default, could materially and adversely affect the Guarantors' assets, liabilities, or condition (financial or otherwise) or their ability to perform their obligation hereunder; no event of default or prospective event of default has occurred which, with the giving of notice and/or the lapse of time and/or the fulfilment of any other condition, would constitute a default under any other agreement, undertaking or instrument; and no event or omission has occurred which entitles, or which with the giving of notice and/or the lapse of time and/or the fulfilment of any other condition could entitle, any creditor of the Guarantors to declare any of the Guarantors' debts to the creditor due and payable prior to its specified maturity, and/or to cancel or terminate any credit facilities, or to decline to make advances thereunder;
- (f) No Guarantor is bankrupt, wound up, in liquidation, and/or has committed any act of bankruptcy and/or is insolvent, unable to pay their debts, and/or has entered into any arrangement or composition (voluntary or otherwise) with their creditors and no receiver and/or

manager has been appointed to take over the Guarantor's assets and/or business and no application is made by any person for an order for the Guarantor to be placed under judicial management and for the appointment of a judicial manager ;

- (g) No litigation, arbitration or administrative proceedings before or of any court, tribunal or regulatory authority is presently pending or, to the knowledge of the Guarantors, threatened against the Guarantors or any their assets or revenues which might materially and adversely affect the Guarantors' assets, liabilities or condition (financial or otherwise) or their ability to perform their obligations hereunder.
- (h) There has been no material adverse change in the Guarantors' business or assets since the execution of the Loan Agreement;
- (i) The Guarantors have fully disclosed in writing to the Bank all facts relating to the Borrower and the Guarantors and which the Guarantors know or ought to have known and which are material for disclosure to the Bank in the context of the banking and the credit facilities and this Guarantee and Indemnity;
- (j) The foregoing representations and warranties shall, unless the Guarantors notify the Bank in writing to the contrary, be deemed to be correct and complied with in all material respects so long as this Guarantee and Indemnity shall remain in force;
- (k) Each of the representations and warranties set forth herein shall be deemed to be repeated at the time of each disbursement of the Facility as if made at and as of such times.

7. DISCHARGE ONLY BY PERFORMANCE

The obligations of the Guarantors shall not be discharged except by performance and then only to the extent of such performance. Such obligations shall not be subject to the Bank giving any prior notice or demand to the Guarantors with regard to any default of the Borrower, and shall not be impaired by any extension of time, forbearance or concession granted to the Borrower by the Bank, or the Bank's assertion of or failure to assert any right or remedy against the Borrower, or any failure of the Borrower to comply with any requirements of any law, regulations or order in Malaysia or of any political sub-division or agency thereof.

8. WAIVER, RIGHTS CUMULATIVE

No failure or delay on the part of the Bank in exercising nor any omission to exercise any right, power, privilege or remedy accruing to the Bank upon any default on the part of the Guarantors shall impair any such right, power, privilege or remedy or be construed as a waiver thereof or an acquiescence in such default, nor shall any action by the Bank in respect of any default or any acquiescence in any such default, affect or impair any right, power,

privilege or remedy of the Bank in respect of any other or subsequent default. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law. In the event that any matter falls within the scope of more than one of the provisions of this Guarantee and Indemnity, nothing shall prevent the Bank from enforcing against the Guarantors the more (or most) stringent requirement.

9. INTEREST ON JUDGMENT SUMS

In the event a judgment is entered against the Guarantors in relation to any sums due hereunder and remaining by the Guarantors wherein it is adjudged that the Guarantors pay any sum or sums of monies to the Bank, interest shall be payable to the Bank at the rate prescribed in the Loan Agreement or at such other rate as may be determined or varied by the Bank from time to time, until the date of full payment by the Guarantors of such sum or sums of money so adjudged to be payable to the Bank.

10. PAYMENT WITHOUT DEDUCTION FOR TAXES

All payment to be made by the Guarantor/Guarantors to the Bank hereunder shall be free and clear of, and without deduction for, any taxes, levies, imposts, duties, charges, fees, deductions or withholding of any nature now or hereafter imposed by any competent governmental or other authority, unless the Guarantor/Guarantors is compelled by law to deduct any such taxes, levies, imposts, duties, charges or fees or to make any such deductions or withholdings. In the latter event the Guarantors shall make the minimum deduction or withholding permitted, and will account promptly to the relevant authority for the amount so deducted or withheld (including the amount of any deduction or withholding from any additional amount paid pursuant to this Clause), will produce evidence satisfactory to the Bank of such accounting and will pay such additional amounts as may be necessary in order that the net amounts received by the Bank after such deduction or withholding shall equal the amounts the Bank would have received had no such deduction or withholding been required to be made.

11. INCAPACITY OF GUARANTORS OR BORROWER

This Guarantee and Indemnity shall be binding and enforceable against each Guarantor who has signed hereunder notwithstanding:-

- (a) that this Guarantee and Indemnity has not been signed or given by one or more of the Guarantors named in this Guarantee and Indemnity, and/or any intended Guarantors;
- (b) the incapacity or bankruptcy or insolvency of any one or more of the Guarantors or intended Guarantors, and/or the Borrower;

- (c) that the borrowings, and/or the incurring of the Indebtedness, may have been invalid or in excess of the powers of the Borrower or of any director, attorney, agent or any other person purporting to borrow or act on behalf of the Borrower, and notwithstanding any other irregularities in such borrowings and/or incurring of such Indebtedness; and/or
- (d) any defect, informality and/or insufficiency of any power or authority, in the execution of this Guarantee and Indemnity and/or the Loan Agreement.

12. INVALIDITY OF GUARANTEE AND INDEMNITY

If, in the opinion of the Bank (which opinion shall be final and conclusive), this Guarantee and Indemnity or any part thereof, is or becomes invalid, illegal, defective and/or unenforceable in any way, the Guarantors shall execute such further guarantee and indemnity as shall be in form and content acceptable to the Bank, and the costs of such further guarantee and indemnity, including but not limited to the legal fees relating thereto, shall be borne by the Guarantors.

13. BANK'S RIGHT TO ASSIGN

The Bank shall be at liberty with or without the Guarantors' consent to assign and/or transfer any and/or all of the Bank's rights, benefits and/or interest under this Guarantee and Indemnity to any party the Bank deems fit, and all costs and expenses incidental thereto shall be paid by the Guarantors.

14. COSTS AND EXPENSES

All costs and disbursements of and incidental to this Guarantee and Indemnity herein, and the collection of any money due or to become due hereunder, including the Bank's legal costs on a full indemnity basis, shall be borne by the Guarantors.

15. INDEPENDENT LEGAL ADVICE

The Guarantors declare and confirm that they are hereby advised to seek independent legal advice on the effects and/or consequences of the Guarantors signing this Guarantee and Indemnity, and the Guarantors agree that the provisions contained herein shall be binding on the Guarantors regardless of whether the Guarantors have resorted to any such legal advice.

16. WAIVER OF ALL RIGHTS AS GUARANTOR/GUARANTORS

In order to give effect to this Guarantee and Indemnity, the Guarantors hereby waive all rights and privileges which the Guarantor/Guarantors might otherwise as sureties be entitled to claim, and waive all rights inconsistent with the provisions of this Guarantee and Indemnity.

17. ILLEGALITY

If at any time any provision hereof is or becomes illegal, invalid or unenforceable in any respect, the remaining provisions hereof shall in no way be prejudiced, affected or impaired thereby and shall remain enforceable.

18. TIME

Time wherever mentioned shall be of the essence of this Guarantee and Indemnity.

19. INCORPORATION OF THE TERMS OF THE LOAN AGREEMENT/LETTER OF OFFER/PRINCIPAL AGREEMENT

All the terms and/or conditions of the Loan Agreement shall be deemed to be incorporated into and form part of this Guarantee and Indemnity, subject to such alterations or variations where necessary to make the provisions of this document consistent with the provisions of such Loan Agreement, and in the event of any conflict or discrepancy between the provisions of the Loan Agreement and any of the provisions of this document, the provisions of the Loan Agreement shall prevail.

20. LAW AND JURISDICTION

This Guarantee and Indemnity shall be governed and construed in all respects in accordance with the Laws of Malaysia and the parties hereto submit to the jurisdiction of the Courts of Malaysia in all matters connected with or arising under this Guarantee and Indemnity.

21. SUCCESSORS BOUND

This Guarantee and Indemnity shall be binding upon the heirs, personal representatives, permitted assigns and/or successors in title of the Guarantor/Guarantors, and the respective successors-in-title and assigns of the Bank.

22. DECLARATION BY GUARANTORS

The Guarantors declare that they have read and understood this Guarantee and Indemnity, and are fully aware of their liabilities under this Guarantee and Indemnity before the execution of the same.

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<u>SCHEDULE</u> (which is to be taken, read and construed as an essential part of this Guarantee and Indemnity)		
Section	Item	Particulars
1.	Date and year of this Guarantee and Indemnity	
2.	Name, description and address of the Guarantor(s)	
3.	Address of the Branch	
4.	Description of the Facility and the maximum amount granted	
5.	Name, description and address of the Borrower(s)	
6.	Date and year of the Loan Agreement or the Letter of Offer	