

Dated the day of 20

Between



CIMB ISLAMIC BANK BERHAD (671380-H)

And

[NAME OF PARTY]

GUARANTEE AND INDEMNITY BY INDIVIDUALS

THIS GUARANTEE AND INDEMNITY is made the day and year stated in Item 1 of the Schedule hereto between:

- (1) the Party/Parties whose name(s), description(s) and/or address/addresses is/are stated in Item 2 of the Schedule hereto (hereinafter referred to as “**the Guarantor(s)**”, which expression shall, where the context so admits, include his/her/their estate, heirs, personal representatives and/or successors in title and permitted assigns as the case may be), and reference to a “Guarantor” shall mean reference to any one of the Guarantor(s) of the one part;

AND

- (2) (CIMB ISLAMIC BANK BERHAD (Company No. 671380-H) a company incorporated under the laws of Malaysia and 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 Item 3 of the Schedule hereto (hereinafter referred to as “**the Bank**” which expression shall include its successors in title) of the other part.

Recitals

- (A) At the request of the Guarantor(s), the Bank has agreed to make available the property financing-i facility under the Shariah concept of Commodity Murabahah in the total amount specified in Item 4 of the Schedule (hereinafter called “**the Facility**”) to the party(ies) stated in Item 5 of the Schedule (hereinafter called “**the Customer(s)**”) upon the terms and/or conditions contained in the Murabahah Facility Agreement and/or Letter of Offer dated the day and year stated in Item 6 of the Schedule (hereinafter referred to as “**the Murabahah Facility Agreement**”).
- (B) As security for the due performance by the Customer(s) of the terms and conditions of the Facility under the Murabahah Facility Agreement, the Guarantor(s) have agreed jointly and severally to give this Guarantee and Indemnity to the Bank.

Now it is hereby agreed as follows:

1 DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

- (a) Subject to Clause 1.1(b) below, the expressions used in this Guarantee and Indemnity have, unless repugnant to the context, the same meanings as defined in the Murabahah Facility Agreement.
- (b) In addition to Clause 1.1(a) above, in this Guarantee and Indemnity, each of the following expressions has, except where the context otherwise requires, the meaning shown opposite it:

Customer(s)	means the person or persons stated in Item 5 of the Schedule;
Event of Default	means any of the events as set out in Clause 11 of the Murabahah Facility Agreement;
Secured Amounts	<p>means the aggregate of payments due and payable by the Chargor(s) to the Bank pursuant to the Transaction Documents and any of the followings:</p> <ul style="list-style-type: none"> (i) the payments due and payable by the Chargor(s) to the Bank upon any occurrence of Event of Default; or (ii) the payments due and payable by the Chargor(s) to the Bank upon early settlement of the Facility or expiry of the Tenure, as the case may be; <p>and all or any money(ies), obligations and liabilities whatsoever whether for principal, profit, commission, expenses, ta'widh (compensation) or otherwise which may now or at any time in the future be due, owing or incurred by the Chargor(s) to the Bank whether present or future, actual or contingent and whether alone, severally or jointly as principal guarantor, surety or otherwise and in whatever name or form and whether on any current or other account or in any other manner whatsoever and including but without limitation to all monies due in respect of the Transaction Document;</p>
Security Documents	means the security documents in favour of the Bank in relation to the Facility as set out and required in the Letter of Offer;
Transaction Documents	<p>means collectively the following documents:</p> <ul style="list-style-type: none"> (a) Letter of Offer; (b) Murabahah Facility Agreement; (c) documents evidencing the Tawarruq Transactions (as defined in Clause 1.1. of the Murabahah Facility Agreement); (d) the Security Documents; <p>and such other documents designated as such by the Bank.</p>

1.2 Interpretations

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

- (a) words applicable to natural persons include body, person, companies, corporations, firm or partnership, corporate or otherwise, 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) any and all references to provisions of any legislation include such provisions as modified or re-enacted;
- (e) references to Clauses and Schedule unless otherwise stated are to be construed as references to Clauses and Schedule 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 Murabahah Facility 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.
- (j) the words "herein", "hereinafter", "hereinbefore", "hereof", "hereunder", and other words of similar import shall refer to this Guarantee and Indemnity as a whole and not to any particular provision;
- (k) the words "monies", "Ringgit Malaysia" and the symbol "RM" shall construed as the Malaysian currency; and
- (l) the Schedule hereto shall form an integral part of this Guarantee and Indemnity and shall be taken, read and construed as an essential part thereof.

NOW THIS GUARANTEE AND INDEMNITY witness as follows:

IN CONSIDERATION of the Bank at the Guarantor(s)' request and desire, making available or continuing to grant or continuing to afford the Facility or any other financing or banking facilities hereafter or from time to time granted or agreed to be granted by the Bank for as long as the Bank may deem fit to the Customer(s) upon the terms and/or conditions contained in the Murabahah Facility Agreement, the Guarantor(s) hereby **JOINTLY AND**

SEVERALLY UNCONDITIONALLY AND IRREVOCABLY AGREE TO UNDERTAKE and GUARANTEE the Bank, as a continuing obligation, the following:

2 PAYMENT ON DEMAND

2.1 The Guarantor(s) as principal debtors

The Guarantor(s) 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, the Secured Amounts;
- (b) the fees, charges, damages and expenses above-referred under the Secured Amounts to include:
 - (i) commission, ta'widh (compensation) and/or any other bank charges which the Bank may in the ordinary course of its business charge to the Customer(s); and
 - (ii) all costs, charges, disbursements and/or legal fees on a full indemnity basis which the Bank may incur in enforcing or seeking to recover payment of all or any part of the sum owing to the Bank by the Customer(s) in respect of the Facility and to make good any default by the Customer(s) or the Customer(s)' successors-in-title in payment of the Facility or any part thereof;
 - (iii) 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 Guarantor(s);
- (c) the profit, commission and ta'widh (compensation) payable above-referred shall include Profit Margin, commission and ta'widh (compensation) at the rate prescribed in the Murabahah Facility Agreement; and
- (d) all monies obtained from or liabilities incurred by the Bank notwithstanding that the financing or incurring of such liabilities may be invalid or in excess of the powers of the Customer(s) or any directors, attorney, agent or other person purporting to obtain financing or act on behalf of the Customer(s) and notwithstanding any other irregularity in such financing or incurring of such liabilities.

Notwithstanding the amounts stipulated in the Murabahah Facility Agreement, the Guarantor(s)' liability shall not be limited to the principal sum stipulated in the Murabahah Facility Agreement but shall include all additional and/or further facilities granted to the Customer(s).

2.2 The rights of the Bank to charge late payment charges

The rights of the Bank to charge late payment charges 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 Customer(s) and/or the Guarantor(s) as the case may be shall have ceased for any reason or cause whatsoever.

2.3 Demand for the payment of the monies

For the purposes of this Guarantee and Indemnity, any demand for the payment of the monies due hereunder shall be deemed to be made by the Bank if the demand is made in accordance with Clauses 5.1, 5.2, 5.3 and 6 herein.

3 GUARANTOR(S)' COVENANTS

The Guarantor(s) 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 Guarantor(s) hereby waive all rights inconsistent with the provisions of this Guarantee and Indemnity and which the Guarantor(s) might otherwise as surety be entitled to claim and enforce. The Guarantor(s) declare that the Bank shall be at liberty to act as though the Guarantor(s) were the principal debtors for all sums guaranteed by the Guarantor(s) in favour of the Bank as aforesaid;

(b) Opening of New Account

That after the monies hereby guaranteed have been demanded from the Guarantor(s), 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 Customer(s), 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 Guarantor(s) or any of the Guarantor(s)' liability under this Guarantee and Indemnity;

- (i) without this Guarantee and Indemnity being avoided, released or affected in any way;
- (ii) without obtaining any of the Guarantor(s)' consent; and
- (iii) upon sending a seven (7) calendar days' notice to the Guarantor(s) or any of the Guarantor(s),

vary, add to or alter the provisions of the Murabahah Facility Agreement for the giving of financing or affording banking facilities to the Customer(s) by the Bank, and/or the obligations undertaken by the Customer(s) thereunder;

(d) Forbearance

That this Guarantee and Indemnity and the Guarantor(s) or any of the Guarantor(s)' 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 Customer(s) and/or any failure to assert any right or remedy against the Customer(s) by the Bank and/or any modification or implication thereof, or any failure of the Customer(s) to comply with any requirement of any law, regulation or order in force in Malaysia;

(e) Other Rights

(i) That the Guarantor(s)' liability under this Guarantee and Indemnity shall subsist whether or not the Bank has a legal right to claim against the Customer(s) 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 Customer(s) 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 Customer(s) and/or any other surety and/or against any security as aforesaid;

(ii) That the Guarantor(s)' 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) Payment must be made in full

That all sums payable by the Guarantor(s) or any of the Guarantor(s) 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 Bankruptcy

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

(h) Release of Guarantor(s)

That the Bank may, at any time or times agree not to sue any of the Guarantor(s) and/or release and/or discharge any of the Guarantor(s) from his/her/their liability under this Guarantee and Indemnity without affecting the liability of the remainder of the Guarantor(s) under this Guarantee and Indemnity, whether or not the aforesaid remainder of the Guarantor(s) 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 Guarantor(s);

(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 Customer(s) to the Bank and the due performance and observance by the Customer(s) of the terms and/or conditions in the Transaction Documents, whether such guarantee and indemnity, collateral, lien and/or other security shall be given to the Bank by the Guarantor(s) 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(s) under this Guarantee and Indemnity, whether or not any of the Guarantor(s) 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 Guarantor(s), 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 Guarantor(s) or any of the Guarantor(s) to any benefit from such other means of payment so long as any monies remain due from the Customer(s) 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 Customer(s) 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 Secured Amounts due from the Customer(s) to the Bank until such time when the whole of the Secured Amounts shall have been fully paid;

(l) Death Insanity

That the death, insanity, disability or determination of liability of any one of the Guarantor(s) shall not prejudice or affect the liability of the other Guarantor(s) 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 Guarantor(s), their (respective) estates, heirs, executors administrators, legal representatives and/or successors in title as the case may be, and the Guarantor(s) and their (respective) estates, heirs, executors, administrators, legal personal representatives 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 Customer(s) to the Bank under the Transaction Documents;

(n) Principal Debtor(s)

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

(o) Bankruptcy of Guarantor(s)

That this Guarantee and Indemnity shall not be determined or affected by the bankruptcy of the Guarantor(s), 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 Customer(s) shall be accepted by the Guarantor(s) as conclusive evidence that the amount thereby appearing is due from the Customer(s) to the Bank and payable on demand to the Bank by the Guarantor(s);

(q) Bankruptcy etc. of Customer(s)

That in the event of the Customer(s) becoming bankrupt and/or making any arrangement with the Customer(s)' creditors, the Guarantor(s) shall not prove in competition with the Bank in any such bankruptcy arrangement in respect of the monies due from the Customer(s) to the Bank, but shall give the Bank the benefit of any such proof which the Guarantor(s) 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 Customer(s);

(r) Avoidance of Payment

No assurance (including any guarantee issued in substitution of this Guarantee), security or payment which may be avoided under Bankruptcy Act 1967 or any statutory enactment relating to bankruptcy, 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 Guarantor(s) 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 Guarantor(s)' part to any excess or any security remaining in the Bank's hand should be a matter of adjustment between the Bank, the Guarantor(s) and any other persons laying claim thereto;

(t) Counter Security

That the Guarantor(s) 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 Customer(s) or otherwise whereby the Guarantor(s) would, or might, on the insolvency of the Customer(s) and to the prejudice of the Bank, increase the proof in such insolvency or diminish the property distributable among the creditors of the Customer(s), and as regards any such counter security taken by the Guarantor(s) with the Bank's consent as aforesaid, the same shall be a security to the Bank for the fulfilment of the Guarantor(s)' 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 Guarantor(s)' 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 Secured Amounts 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) Discretion to Grant Further Financing 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 financing facilities to the Customer(s) with adequate notice to the Guarantor(s);

(w) Avoidance and Reduction

That any sums or security paid or given to the Bank by or on behalf of the Customer(s) and/or the Guarantor(s), shall not constitute a valid settlement or discharge of the liability hereunder of the Guarantor(s) 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 for the time being in force, and the Bank shall be entitled to claim against the Guarantor(s) 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 Guarantor(s) to the full extent of this Guarantee and Indemnity;

(x) Subordination of Debts

Any amount now or hereafter due and owing by the Customer(s) to the Guarantor(s) (hereinafter referred to as “**the Customer(s) Debts**”) is hereby subordinated to the Secured Amounts to the Bank, and the Customer(s) Debts to the Guarantor(s), if the Bank so require, shall be collected, enforced and received by the Guarantor(s) on trust for the Bank and be paid over to the Bank on account of the Secured Amounts to the Bank, but without reducing or affecting in any manner the liability of the Guarantor(s) 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 Guarantor(s) hereunder;

(z) Waiver of Requirements for Diligence

The Bank may accelerate the maturity of any obligations of the Customer(s) under the Transaction Documents and/or under any credit or accommodation given to the Customer(s) 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 Guarantor(s) hereby expressly waive all requirements for diligence, presentments, demands, and protest 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 Guarantor(s) hereunder. The Bank may enforce and have recourse to all remedies and means for recovering the Secured Amounts at such time and in such order and manner as the Bank shall think fit;

(i) Release/Compromise with Customer(s)

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

(ii) Change in the Guarantor(s)

The Guarantor(s) 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 which may be made in respect of the Guarantor(s) or by the Guarantor(s) bankruptcy, voluntary or otherwise, and the Guarantor(s) expressly agrees that no change of any sort whatsoever affecting the Guarantor(s) shall in any way affect the security, liabilities and/or obligations created hereunder in relation to any transaction whatsoever whether past, present or future.

4 Indemnity

For the consideration of aforesaid, and as a separate and independent stipulation in addition to and not in derogation from any of the Guarantor(s)' obligations to the Bank provided in this Guarantee and Indemnity, the Guarantor(s) hereby further guarantee, agree, confirm, undertake and covenant 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 Customer(s) of any terms, conditions, covenants and/or stipulations contained in the Transaction Documents.

5 Notice of Demand

5.1 Service 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 Guarantor(s) 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 Guarantor(s) in accordance with the records kept by the Bank, or at the address stated in Item 2 of the Schedule, or sent by ordinary mail to any of such addresses. Proof of posting or despatch to the Guarantor(s) 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 Guarantor(s):

- (a) if it is personally delivered, at the time of delivery
- (b) in the case of a letter, on the second (2nd) 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 Guarantor(s) 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.

5.2 Customer(s) accepting demand for payment

Alternatively the Customer(s) shall accept the demand for payment or any other demand or notice under this Guarantee and Indemnity from the Bank, on behalf of the Guarantor(s), and Clause 5.1 above shall apply to the Customer(s) in like manner, except that the word "**Customer(s)**" shall be substituted for the word "**Guarantor(s)**", and that the address for service of the Customer(s) shall be as stipulated in the Murabahah Facility Agreement.

5.3 Demand for payment

The Guarantor(s) agree that upon any demand for payment being made pursuant to Clauses 5.1 or 5.2 herein, the Guarantor(s) 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 Guarantor(s) 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.

6 Agent for Service

The Guarantor(s) hereby irrevocably appoints the Customer(s) as the Guarantor's agent for the service of any demand, notice, writ, summons, judgment or other legal process, and authorises the Customer(s) to accept service of such demand, notice, writ, summons, judgment or other legal process on behalf of the Guarantor(s). The Guarantor(s) 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 Customer(s). The failure of the Customer(s) to give notice to any of the Guarantor(s) 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 6 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.

7 Representations and Warranties

The Guarantor(s) hereby represent warrant and undertake to the Bank that:

- (a) The Guarantor(s) 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 Secured Amounts, 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 Guarantor(s) under this Guarantee and Indemnity constitute the legal, valid and binding obligations of the Guarantor(s) and are enforceable against the Guarantor(s) in accordance with its terms and/or conditions.
- (c) The obligations of the Guarantor(s) under this Guarantee and Indemnity are direct, unconditional, irrevocable and general obligations of the Guarantor(s) and will rank pari passu with all other direct or contingent unsecured liabilities of the Guarantor(s).
- (d) Neither the execution nor delivery of this Guarantee and Indemnity nor the performance or observance by the Guarantor(s) of any of its obligations or the exercise by the Guarantor(s) 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 Guarantor(s) or any of its assets or revenues;
 - (ii) cause any limitation on the financing or any other powers of the Guarantor(s) (whether imposed by any law or regulation, order, agreement, instrument or otherwise) or any other limitation affecting the Guarantor(s), to be exceeded; or
 - (iii) result in, or oblige the Guarantor(s) to create, any charge on the whole or any part of the assets or revenue of Guarantor(s), present or future;
- (e) The Guarantor(s) 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 Guarantor(s)' 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 Guarantor(s) to declare any of the Guarantor(s)' 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, and/or has committed any act of bankruptcy, unable to pay their debts, and/or has entered into any arrangement with their creditors;
- (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 Guarantor(s), threatened against the Guarantor(s) or any their assets or revenues which might materially and adversely affect the Guarantor(s)' 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 Guarantor(s)' business or assets since the execution of the Murabahah Facility Agreement;

- (i) The Guarantor(s) have fully disclosed in writing to the Bank all facts relating to the Customer(s) and the Guarantor(s) and which the Guarantor(s) 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 Guarantor(s) 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 Murabahah Facility Agreement as if made at and as of such times.

8 Discharge only by Performance

The obligations of the Guarantor(s) 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 Guarantor(s) with regard to any default of the Customer(s), and shall not be impaired by any extension of time, forbearance or concession granted to the Customer(s) by the Bank, or the Bank's assertion of or failure to assert any right or remedy against the Customer(s), or any failure of the Customer(s) to comply with any requirements of any law, regulations or order in Malaysia or of any political sub-division or agency thereof.

9 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 Guarantor(s) 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 Guarantor(s) the more (or most) stringent requirement.

10 Payment without Deduction for Taxes

All payment to be made by the Guarantor(s) 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(s) 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 Guarantor(s) 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 Guarantor(s) or Customer(s)

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 Guarantor(s) named in this Guarantee and Indemnity, and/or any intended Guarantor(s);
- (b) the incapacity or bankruptcy of any one or more of the Guarantor(s) or intended Guarantor(s), and/or the Customer(s);
- (c) that the owing, and/or the incurring of the Secured Amounts, may have been invalid or in excess of the powers of the Customer(s) or of any director, attorney, agent or any other person purporting to borrow or act on behalf of the Customer(s), and notwithstanding any other irregularities in such owing and/or incurring of such Secured Amounts; 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 Murabahah Facility Agreement.

12 Illegality

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, (including due to the interpretation or application of Shariah and/or relevant Shariah concepts by any governmental or other authority charged with that administration thereof, including, where applicable, the Shariah Advisory Council of Bank Negara Malaysia and Shariah Committee of the Bank respectively), the Guarantor(s) 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 Guarantor(s).

13. Bank's Right to Assignor Transfer

The Bank shall be at liberty with or without the Guarantor(s)' 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 Guarantor(s).

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 Guarantor(s).

15 Independent Legal Advice

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

16 Waiver of all Rights as Guarantor(s)

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

17 Severability

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 Murabahah Facility Agreement

All the terms and/or conditions of the Murabahah Facility 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 Guarantee and Indemnity consistent with the provisions of such Murabahah Facility Agreement, and in the event of any conflict or discrepancy between the provisions of the Murabahah Facility Agreement and any of the provisions of this document, the provisions of the Murabahah Facility 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 and/or successors in title of the Guarantor(s), and the respective successors-in-title and assigns of the Bank.

22 Declaration by Guarantor(s)

The Guarantor(s) 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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Execution

IN WITNESS WHEREOF the hand of the Attorney of the Bank and the hand(s) of the Guarantor(s) were hereunto set respectively on the day and year, first abovewritten

Signed by

(NRIC No. •)
in the presence of:

Signed by

(NRIC No. •)
in the presence of:

.....
Witness

Name:
NRIC No:

.....
Witness

Name:
NRIC No:

Signed by

As Attorney for and on behalf of **CIMB
ISLAMIC BANK BERHAD**
(Company No. 671380-H) in the
presence of:



.....
Witness

Name:
NRIC No:

.....
Signatory

Name:
Designation:
NRIC No:

THE SCHEDULE

(which is to be taken read and construed as an integral part of this Guarantee and Indemnity)

Item	Description	Particulars
1.	Date of this Guarantee and Indemnity	
2.	Name, description and address of the Guarantor(s)	
3.	Address of the Bank's Branch	
4.	Description of the Facility and the maximum amount granted	
5.	Name, description and address of the Customer(s)	
6.	Date of the Murabahah Facility Agreement and/or Date of the Letter of Offer	