

LETTER OF GUARANTEE

TO: **AmBank (M) Berhad (8515-D)**
22nd Floor, Bangunan AmBank Group
No.55, Jalan Raja Chulan
50200 Kuala Lumpur.

In consideration of AmBank (M) Berhad (8515-D), a licensed bank with limited liability incorporated in Malaysia and having its registered office at the address above stated (hereinafter called "AmBank") agreeing or having agreed at my/our request whose name and particulars are as described in Section 2 of the Schedule (hereinafter referred to as "the Guarantor(s)") to grant and to continue to grant to or on behalf of the Borrower(s) whose name and particulars are as stated in Section 3 of the Schedule hereto the facility in the total amount as stated in Section 4 of the Schedule hereto (hereinafter referred to as "the Facility") upon the terms and conditions more particularly set out in AmBank's Letter of Offer as stated in Section 5 of the Schedule hereto (hereinafter referred to as the Letter of Offer) duly accepted by the Borrower(s) for such period as AmBank may at its absolute discretion stipulate, I/We **THE GUARANTOR(S) HEREBY AGREE WITH UNDERTAKE AND GUARANTEE TO YOU** as follows:

1. I/We shall pay and satisfy to AmBank on demand all every and any part of the Facility together with interest thereon and at such rate or rates as may now or from time to time be agreed between the Borrower(s) and AmBank or stipulated by AmBank at its absolute discretion (hereinafter referred to as "the Prescribed Rate") and any other moneys which are now or shall at any time hereafter be owing or remaining due and unpaid to AmBank from the Borrower(s) in respect of the Facility and all such costs, charges and expenses which AmBank may incur in enforcing or seeking to enforce such security for or obtaining or seeking to obtain payment of all or any part of the moneys hereby guaranteed and to make good any default by the Borrower(s) or his estate in payment of the Facility or any part thereof and any other moneys due and unpaid as aforesaid.
2. I/We hereby agree and confirm that all sums of moneys which may not be recoverable from me or by reason of any legal limitation, disability or incapacity on or of the Borrower(s) which might be a defence between the Borrower(s) and AmBank shall nevertheless be recoverable from me as principal debtor(s).
3. This Guarantee is in addition to and not in substitution for any other rights which AmBank may have under or by virtue of the terms of any security or other documents executed by the Borrower(s) or any other person or persons in favour of AmBank and AmBank may enforce this Guarantee against me/us without taking any steps or proceedings against the Borrower(s) or any other person(s).
4. This Guarantee shall be without prejudice to and shall not be affected nor shall I/We be released or exonerated by any of the matters following: -
 - i) Any negotiable securities including other guarantees which AmBank may now or at any time hereafter hold from the Borrower(s) or any other person(s) in respect of any money hereby guaranteed.
 - ii) The variation exchange renewal release or modification of any securities or the refusal or neglect to complete enforce or assign any judgment speciality or other security or instrument negotiable or otherwise and whether satisfied by payment or not.

- iii) Any time given or extended to the Borrower(s) and/or any other person or persons including myself/ourselves and the parties to any negotiable or other security instrument guarantee or contract or any other indulgence granted to or compromise composition or arrangement made with the Borrower(s) and/or any other person or persons whether with or without consent or notice to me/us.
5. All moneys received from or on an account of the Borrower(s) or from any other person or estate or from the realisation of any security or otherwise for the purpose of being applied in reduction of the money in Clause 1 abovementioned shall be treated for all purposes in gross and not as appropriated or attributable to any specific part or items of the said money even if appropriated thereto by the person otherwise entitled so to appropriate. All securities now or at any time held by AmBank shall be treated as securities for the said general balance. I/We will make no claim to such securities or any part thereof or any interest therein unless and until I/We have paid all money due from me/us under this Guarantee and AmBank shall receive the full amount of such general balance.
6. Should the Borrower(s) become bankrupt or insolvent AmBank may prove in the bankruptcy or insolvency of the Borrower(s) for the whole amount outstanding against the Borrower(s) on such general balance and no money or dividend so received by AmBank shall be treated as received in respect of this Guarantee or otherwise in relation to me/us and the full amount hereby guaranteed shall be payable by me/us until AmBank shall have received from all sources one hundred sen in the Ringgit on the ultimate balance outstanding against the Borrower(s). After AmBank have received such ultimate balance in full any claim on my/our part to any excess or any securities remaining in the hands of AmBank shall be a matter of adjustment between AmBank and me/us and any other person or persons laying claim thereto.
7. My/our liability hereunder shall be continuing and shall not be affected by reason of the Facility being granted by AmBank to the Borrower(s) on an unsecured basis or by any failure on the part of AmBank to take any security or by any invalidity of any security taken or by any existing or future agreement by AmBank as to the application of the Facility or any part thereof made or to be made to the Borrower(s).
8. AmBank shall so long as any moneys shall remain owing hereunder have a lien therefor on any stock, share certificates, title deeds or other securities belonging to me/us or under my/our control or which have been deposited with AmBank for any purposes other than simply for safe-keeping.
9. Any moneys received hereunder may be placed and kept to the credit of a suspense account for so long as AmBank may think fit without any obligation in the meantime to apply the same or any part hereof in or towards the discharge of any moneys or liabilities due or incurred by the Borrower(s). Notwithstanding any such payment in the event of any proceedings in or analogous to bankruptcy composition or arrangement, AmBank may prove for and agree to accept any dividend or composition in respect of the whole or any part of such moneys and liabilities in the same manner as if this Guarantee had not been given.
10. AmBank shall be under no obligation or liability to marshal in its favour any securities or any of the funds or assets which AmBank may be entitled to receive or upon which AmBank may have a claim.

11. I/We hereby declare that I/we have not taken in respect of the liability hereby undertaken by me/us on behalf of the Borrower(s) and I/we will not take from the Borrower(s) either directly or indirectly without the prior written consent of AmBank any promissory note bill of exchange mortgage charge or other counter-security whether merely personal or involving a charge on any property whatsoever of the Borrower(s) whereby I/we may by endorsement assignment or otherwise would or might on the bankruptcy or insolvency of the Borrower(s) and to AmBank's prejudice increase the proofs in such bankruptcy or insolvency or diminish the property distributable amongst the creditors of the Borrower(s). And as regards any such counter-security as aforesaid which I/We have taken or may take with the consent of AmBank as the fulfillment of my/our obligations hereunder declare that the same shall be held by me/us in trust for AmBank and shall forthwith be deposited by me/us with AmBank for that purpose.
12. Any accounts settled or stated by or between AmBank and the Borrower(s) or admitted by or on behalf of the Borrower(s) may be adduced by AmBank and shall in that case be accepted by me/us and my/our representatives as conclusive evidence that the balance or amount thereby appearing is due from the Borrower(s) to AmBank.
13. Any notice may be served on me/us or on my/our legal personal representatives either personally or by sending the same through the post in an envelope addressed to the abovementioned address or the last known place of address of the persons to be served and a notice so sent shall be deemed to be served on the day following that on which it is posted.
14. This Guarantee shall not be determined or in any way prejudiced by my/our death, insanity or bankruptcy or by any absorption reconstruction or reorganisation of or by AmBank or the Borrower(s) or any amalgamation thereof or therewith but shall enure and be available for and by the absorbing reconstructed reorganised or amalgamated company or concern.
15. This Guarantee shall be in addition to and shall not be in any way prejudiced or affected by any collateral or other security now or hereafter held by AmBank for all or any part of the moneys hereby guaranteed nor shall such collateral or other security or lien to which AmBank may be otherwise entitled or the liability of any person or persons or corporation not parties hereto for all or any part of the moneys hereby secured be in any way prejudiced or affected by this present Guarantee.
16. AmBank may enforce this Guarantee against me/us at any time notwithstanding that any bills or other instruments covered by it may be in circulation or outstanding and include the amount of the same or any of them in the said general balance or not at AmBank's option and this Guarantee shall not be determinable by me/us except on the terms of my making full provision up to the limit of my/our guarantee for any then outstanding liabilities or obligations on my/our part and on the Borrower(s)'s account .
17. I/We am/are aware that the Borrower(s) is/are allowed to withdraw the excess repayment at anytime hereinafter subject to terms and conditions as stated in the Letter of Offer. I/We hereby declare and agree that this Guarantee is expressly intended and shall be a continuing guarantee for all moneys whatsoever now or from time to time owing to AmBank by the Borrower(s) as aforesaid together with interest thereon at the Prescribed Rate as well as before and/or after judgment notwithstanding that the Borrower(s) may at any time cease to be indebted to AmBank for any period or periods and notwithstanding any settlement of account or accounts.

18. Where this Guarantee is given or executed by two (2) or more persons, the agreements, covenants, guarantees, stipulations and undertakings expressed to be made by and on our parts shall be and are binding on us jointly and severally notwithstanding the fact that one (1) or more of the persons may not have executed this Guarantee.
19. In this Guarantee unless there is something in the subject or context inconsistent with such construction or unless it is otherwise expressly provided:
 - i) words importing the masculine gender include the feminine and neuter genders and vice versa;
 - ii) words in the singular include the plural and words in the plural include the singular.
20. This Guarantee shall be binding upon my/our heirs, personal representatives and successors in title.
21. I/We hereby declare that the contents of this Guarantee have been explained to me/us and I/we have perfectly understood the same before signing it.

[END OF PAGE]

IN WITNESS WHEREOF the parties hereto set their respective hands the day and year set out in Section 1 of the Schedule hereto.

SIGNED By)
)
)
(the Guarantor))
In the presence of:-) -----

Witness:

SIGNED By)
)
)
(the Guarantor))
In the presence of:-) -----

Witness:

SIGNED By)
)
)
(the Guarantor))
In the presence of:-) -----

Witness:

THE SCHEDULE

(To be read and construed as an essential part of this Guarantee)

SECTION NO	ITEM	PARTICULARS
1	The date of this Guarantee	
2	The name, NRIC and address of the Guarantor(s)	
3	The name, NRIC and address of the Borrower(s)	
4	The Facility	Ringgit Malaysia (RM)
5	Date of the Letter of Offer (Includes the Supplemental Letter of Offer issued by AmBank from time to time in connection to the Facility)	