

LETTER OF GUARANTEE AND INDEMNITY

To:



LIEN SOON MARKETING SDN BHD

聯 順 建 材 貿 易 有 限 公 司

(Co. Reg. No: 494614-V)

(Formerly known as LIEN SOON ENGINEERING SDN BHD)

Lot 4395, KM 3, Jalan Kota Tinggi-Desaru,
81900 Kota Tinggi, Johor, West Malaysia.

Tel: 07-883 1199 / 883 1542 / 883 1790 Fax: 07-883 9911

("the Creditor", which expression shall if the context so admits include its successors and assigns)

1. **IN CONSIDERATION** of the creditor at my/our request having supplied or agreeing to supply or continue to supply goods and/or having given or agreeing to give or continue to give credit, for so long as the Creditor deems fit, to

.....
of.....
("the Customer"). I/We the undersigned (hereinafter collectively referred to as "the Guarantor") hereby irrevocably and unconditionally, jointly and severally:

- a) guarantee to pay and satisfy the Creditor on demand as principal debtor and not merely as surety all sums of monies owing to the Creditor and the discharge of all liabilities incurred to the Creditor by the Customer (whether alone or with any other body(ies) or persons); and
 - b) to indemnify the Creditor on a full indemnity basis against all losses damages liabilities claims costs and expenses whatsoever which the Creditor may sustain or incur in consequence of or arising from the Creditor's supply of goods and granting of credit terms to the Customer together with all legal costs between solicitor and client and other costs and disbursements incurred for or in connection with demanding and enforcing payment of all monies guaranteed hereunder or otherwise howsoever in enforcing this Guarantee and Indemnity and/or the covenants agreements undertakings stipulations terms and conditions of this Guarantee and Indemnity (hereinafter referred to as "the Guarantee").
2. Interest at the rate of 1.5% per month shall be charged on any arrears in payment from the due date to the date of full settlement before as well as after judgement.
 3. This Guarantee shall be a continuing security for all monies whatsoever now or hereafter owing to the Creditor by the Customer whether alone or jointly and severally with another or others and whether as principal or surety notwithstanding that the Customer may at anytime or times cease to be indebted to the Creditor for period or periods and notwithstanding any settlement of account or account or otherwise.
 4. The Creditor may at any time, without affecting its rights against the Guarantor determine enlarge or vary any credit or refuse any further supplies of the goods to the Customer. The Creditor shall have full power at its discretion to give time for payment or to make any other arrangement with such other person or persons without prejudice to this Guarantee or the Guarantor's liability hereunder.
 5. 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 the Creditor for all or any part of the monies hereby guaranteed nor shall such collateral or other security or lien to which the Creditor may be otherwise entitled or the liability of any person or persons not parties hereto for all or any part of the monies hereby guaranteed be in any way prejudiced by this Guarantee. This Guarantee shall not be affected by nor shall the Guarantor be released or exonerated by any variation, exchange, renewal, release or modification of any securities, negotiable or otherwise including other guarantees which the Creditor may now or at any time hereafter hold from the Customer or any other person or persons in respect of any monies hereby guaranteed or the refusal or neglect to complete enforce or assign any judgement specialty or other security or instrument negotiable or otherwise and whether satisfied by payment or not.
 6. Where the Guarantee is executed by two or more parties, the Creditor shall be at liberty to release or discharge any of the Guarantor from the obligations of this Guarantee or to accept any composition from or make any other arrangements with any of the Guarantor, without thereby prejudicing or affecting the Creditor's rights and remedies against the other or others of the Guarantor, whether or not the remaining of the Guarantor shall have notice of or assented to such release, discharge composition or other arrangements and whether or not the Creditor has reserved its' remedies against the other or others of the Guarantor, and the insolvency, bankruptcy, death, insanity or incapacity of any one of the Guarantor shall not affect the liability of the other or others of the Guarantor. Including (but not limited to) all sums owing to the creditor by the Guarantor as at the date hereof.

7. No disposition assurance security or payment which may be avoided under any law relating to bankruptcy or any statutory modification thereof or under any other applicable laws or is otherwise avoided in any manner and no release settlement or discharge which may have been given or made on the faith of any such disposition assurance security or payment shall prejudice or affect the Creditor's right to recover from the Guarantor monies to the full extent of this Guarantee as if such disposition assurance security payment release settlement or discharge had never been granted given or made.
8. All payments by the Guarantor hereunder shall be made in full, free of any restriction or condition, without any set-off or counterclaim and without any deduction or withholding including for or on account of any taxes. In the event the Guarantor is required to make any payment hereunder subject to the deduction or withholding from any payment for or on account of any taxes, then the Guarantor shall increase the sum payable by him to the extent necessary to ensure that after making the required deduction or withholding. The Creditor receives and retains (free from any liability in respect of any such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or is required to be made. Any monies received hereunder may be placed and kept to the credit of a suspense account or accounts for so long as the Creditor thinks fit without any obligation in the meantime to apply the same or any part thereof in or towards discharge of any monies or liabilities due or incurred by the Customer.
9. If any monies shall be paid by the Guarantor to the Creditor under this Guarantee, the Guarantor shall not in respect of the amount so paid seek to enforce repayment or to exercise any other rights or legal remedies of whatsoever kind which may accrue howsoever to the Guarantor in respect of the amount so paid until all monies owing from the Customer to the Creditor been fully repaid. The Guarantor will not prove in competition with the Creditor for any monies owing by the Customer to the Guarantor and/or in respect of any monies due or owing from the Customer to the Creditor but will give to the Creditor the full benefit of any proof which the Guarantor may be able to make in the bankruptcy or winding up or liquidation of the Customer or in any arrangement or composition with creditors until the Creditor shall have received in full all monies guaranteed hereunder outstanding and remaining unpaid by the Customer to the Creditor. No monies or dividend received by the Creditor in the bankruptcy, insolvency or winding-up of the Customer shall be treated as received in respect of this Guarantee or otherwise in relation to the Guarantor but the full amount shall be payable by the Guarantor until the Creditor has recovered from all sources the ultimate balance outstanding against the Customer.
10. Any indebtedness of the Customer now or hereafter held by the Guarantor shall be fully subordinated to the indebtedness of the Customer to the Creditor and such indebtedness of the Customer to the Guarantor if the Creditor so requires shall be collected enforced and received by the Guarantor as trustee for the Creditor and shall be paid over to the Creditor on account of the indebtedness of the Customer to the Creditor but without reducing or affecting in any manner the liability of the Guarantor under this Guarantee until all the monies hereby guaranteed has been fully paid to the Creditor.
11. The Guarantor agrees and acknowledges that the obligations and liabilities of the Guarantor hereunder shall be absolute and unconditional and shall not be abrogated, prejudiced affected or discharged by the Creditor granting explicitly, by conduct or otherwise, whether directly or indirectly to the Customer, any of the Guarantor or any other person of any time, forbearance, concession, credit compounding, compromise, composition or arrangement, waiver, variation or other advantage or indulgence, or by any act or omission, negligence or other conduct or failure on the part of the Creditor or any other person in connection therewith.
12. A statement signed by an authorised officer of the Creditor as to the sum of monies for the time due and owing by the Customer to the Creditor shall, save for manifest error, be final and conclusive proof of the amount of indebtedness and be binding on the Guarantor or its executor, administrators, and legal representatives.
13. This Guarantee shall not be prejudiced and shall continue to bind the Guarantor notwithstanding any death insanity incapacity bankruptcy or any other disability or the winding-up, liquidation or dissolution of the Customer and/or the Guarantor and notwithstanding any change by amalgamation, reconstruction or otherwise which may be made in the Creditor's constitution, the Guarantor's constitution and/or in the constitution of the Customer.
14. The Guarantor shall immediately, upon becoming aware of the presentation of a bankruptcy/winding-up petition against the Guarantor notify the Creditor in writing of the same within twenty-four (24) hours.
15. The Guarantor shall not be entitled to determine or revoke this Guarantee unless all monies hereby guaranteed is paid to the Creditor in full. The Guarantor shall not assign its rights or transfer its obligations or any part thereof under this Guarantee.

16. Any demand for payment of monies or any other demand or notice under this Guarantee shall be deemed to be served and received on the day such demand or notice is left at the Guarantor's address as herein provided or its's last known address or on the 3rd day from the date of the same is sent by prepaid post as the case may be. In the case of the death of the Guarantor or any of the Guarantor and until the Creditor receives in written notice of the grant of probate or letters of administration as the case may be, any notice or demand served by the Creditor in the manner as aforesaid addressed to the Guarantor or the personal representative or administrator at the Guarantor's address as herein provided or its' last known address shall for all purposes of this Guarantee be deemed a sufficient notice or demand to the Guarantor or the personal representative or administrator and shall be as effectual as if the Guarantor is still living.
17. The Guarantor hereby declares that no security has been received from the Customer in respect of the giving of this Guarantee and the Guarantor agrees that it will not as long as any monies due and payable by the Customer remain outstanding take any security from the Customer in respect of its' liabilities hereunder and the Guarantor agrees, that in the event of the taking of such, security the same shall be held in trust for the Creditor and forthwith be deposited with the Creditor.
18. The Creditor shall have the right to set off against any obligation which is due and payable or any contingent liability under this Guarantee all monies now or hereafter standing to the credit of any of the Guarantor's account(s) with the Creditor or any company within the Creditor's Group of Companies and for this purpose, the Guarantor hereby irrevocably authorise the Creditor to collect on the Guarantor's behalf and give a valid receipt and discharge thereof all monies due and owing to the Guarantor by any such company with the Creditor Group of Companies.
19. The Guarantor's liabilities hereunder shall subsist whether or not the Creditor has a legal right or claim against the Customer and/or any other surety and/or against any security the Creditor may now or any any time hereafter or from time to time have from or against the Customer or any other person for any sum, loss or damage and whether or not the Creditor has availed itself of its' legal rights against the Customer and/or any other surety and/or against any security as aforesaid.
20. No failure or delay by the Creditor in exercising any right, power, privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege exclude any further exercise thereof or the exercise of any other right, power or privilege.
21. Any term, condition, stipulation, provision, covenant or undertaking of this Guarantee which is illegal, prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions hereof and any such illegality, voidness, prohibition or unenforceability in any jurisdiction shall not invalidate or render illegal, void or unenforceable any such term, condition, stipulation, provision, covenant or undertaking in any other jurisdiction.
22. Notwithstanding anything hereinbefore contained this Guarantee shall not be avoided by the failure or neglect of any of the Guarantor to execute the same or any guarantee, but shall be binding on those Guarantor who have actually executed.
23. The Guarantor hereby confirms that the contents and the effects of this Guarantee have been explained to the Guarantor and the Guarantor have fully understood the same before executing this Guarantee.
24. This Guarantee shall be binding upon the Guarantor's respective heirs, personal representatives, administrators, successors in title and permitted assigns and the Creditor's successors in title and assigns.
25. This Guarantee shall governed by and construed in all respect in accordance with the laws of Malaysia and shall be subject to the non-exclusive jurisdiction of the courts of Malaysia. The Guarantor hereby agrees that where any actions or proceedings are initiated in Malaysia, the Guarantor shall submit to the jurisdiction of the courts of Malaysia and the Guarantor further agrees that the service of any writ or summons or any legal process in respect of any action arising out of or connected with this Guarantee may be effected by forwarding a copy of the writ of summons and statement of claim or other legal process by prepaid post to the address herein provided or at the last known address.
26. In this Guarantee where the context so admits:
 - a) words in the singular include the plural and words in the plural include the singular.
 - b) the expression "the Customer" shall include its successors in title and permitted assigns;
 - c) the expression "the Guarantor" refers to companies and natural persons as the case may be and where two or more parties execute this Guarantee and constitute the expression "the Guarantor", the liability of each Guarantor shall be joint and several and all covenants agreements undertakings indemnities stipulations terms conditions and other provisions hereof shall be deemed to be made by and be binding on the Guarantors jointly and severally.

IN WITNESS WHEREOF the parties hereto have set their hands this _____ day of _____

The Witnesses

The Guarantors

Signature

Signature

Name

Name

I/C or Passport No

I/C or Passport No

Signature

Signature

Name

Name

I/C or Passport No

I/C or Passport No

Signature

Signature

Name

Name

I/C or Passport No

I/C or Passport No

Signature

Signature

Name

Name

I/C or Passport No

I/C or Passport No

To:

APPLICATION FOR CREDIT ACCOUNT

I/We wish to apply for a credit account with your Company;

CREDIT FACILITIES REQUIRED :

Credit Level Applied : RM.....

Terms of Payment :

I/We have the pleasure to submit herewith the following particulars and information pertaining to myself/ourselves in support of my/our application for your consideration and approval.

1. PARTICULARS OF APPLICATION

1.1 Name of Company :

1.2 Registered Address :

TEL No:

1.3 Business Address :

(If Different from above)

TEL No: FAX No:

EMAIL :

1.4 Type of Business :

- | | | | |
|--------------------------|--------------------------|--------------------------|---------------------|
| <input type="checkbox"/> | Sole Proprietorship | <input type="checkbox"/> | Partnership |
| <input type="checkbox"/> | Private Ltd Co (Sdn Bhd) | <input type="checkbox"/> | Public Ltd Co (Bhd) |
| <input type="checkbox"/> | Others (Please specify) | <input type="checkbox"/> | Public Listed Co. |

Please furnish M & A, form 9, and form 49

1.5 Nature of Business

- | | | | |
|--------------------------|--------------|--------------------------|-------------|
| <input type="checkbox"/> | Construction | <input type="checkbox"/> | Trading |
| <input type="checkbox"/> | Industrial | <input type="checkbox"/> | Property |
| <input type="checkbox"/> | Mining | <input type="checkbox"/> | Development |

Others (Please specify).....

1.6 Subsidiary/Associated Co/Branch of (Delete where applicable)

A. (Name).....
(Address).....

B. (Name).....
(Address).....

C. (Name).....

(Address).....

D. (Name).....

(Address).....

1.7 Date of Incorporation :

1.8 Registration Number :

1.9 Authorized Capital :

1.10 Paid-up Capital :

2. **PARTICULARS OF SHAREHOLDERS/PARTNERS**

Name	NRIC/Passport No	No. of Shares Held	%

3. **PROPRIETOR/PARTNERS/DIRECTORS**

Name	Address	NRIC No	Nationality

4. **BANKERS**

Name & Address	A/C No.	Type of Facility	Amount Granted	Security

Please furnish 3 months bank statement

5. **GUARANTORS**

Name	Address	Occupation

6. **TRADE REFERENCES**

Name of Company & Address	Tel No:	Credit Limit	Person to Contact

7. **REGISTRATION WITH GOVERNMENT/PRIVATE BODIES AS CONTRACTOR**

Name	Class/Category

8. **MAJOR CURRENT PROJECT AND/OR PROJECTS COMPLETED**

Name of Project :

Location :

Contract Number :

Value : RM.....Expiry Date :

Status : Developer/Main Contractor/Sub-Contractor*

Name of Main Contractor :

8.1 Name of Project :
 Location :
 Contract Number :
 Value : RM..... Expiry Date :
 Status : Developer/Main Contractor/Sub-Contractor*
 Name of Main Contractor :

8.2 Name of Project :
 Location :
 Contract Number :
 Value : RM..... Expiry Date :
 Status : Developer/Main Contractor/Sub-Contractor*
 Name of Main Contractor :

9. **DECLARATION**

I NRIC No..... being
 Proprietor/Director/Partner of
 (hereinafter to be known as the Customer) hereby declare that the information given is true
 and will undertake to inform
 of any changes in the Financial Structure and management of the Company at any future date.

Name:..... Signature :.....
 Designation :..... Date :.....
 Company's Chop :

SUPPORTING DOCUMENTS REQUIRED :

	A. PRIVATE/PUBLIC LTD CO:	B. SOLE PROPRIETOR/PARTNERSHIP
1	Form 9 & 13	Latest Cert. Of Registration (Borang D)
2	Form 24 & 49	Business Information form (Borang A/B)
3	M & A	Financial accounts for last 2 years
4	Financial accounts for last 2 years	Latest 3 months bank statements
5	Latest 3 months bank statements	Photocopy of Guarantor's IC
6	Photocopy of Guarantor's IC	Photocopy of Witness's IC
7	Photocopy of Witness's IC	Business card of key personnel
8	Business card of key personnel	