DEED OF DEBENTURE

THIS DEED OF DEBENTURE is made the day of , 200 .

BETWEEN

(1) The Party as stated in Section 1 of Schedule 1 with an address as stated in Section 2 of Schedule 1 (hereinafter referred to as "Customer") which expression shall, where the context so admit, include their permitted assigns and/or successors in title as the case may be) of the one part;

AND

(2) **CIMB ISLAMIC BANK BERHAD** (Company No. 671380-H) a company incorporated in Malaysia having its registered address at Level 13, Menara CIMB, Jalan Stesen Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur with place of business as stated in Section 3 of Schedule 1 (hereinafter referred to as "**Bank**") of the other part.

WHEREAS :-

(A) By a General Facility Agreement (as hereinafter defined) between the Bank of the one part and the Customer of the other part, the Bank agreed, on the terms and conditions contained in the General Facility Agreement, to participate in making available to the Customer the Facilities (as defined in the General Facility Agreement).

(B) The granting of the Facilities under the General Facility Agreement is expressly subject to the condition, inter alia, that the due and punctual payment, discharge and satisfaction by the Customer of the Indebtedness (as defined in the General Facility Agreement) and/or the Bank's Selling Price (as defined in the General Facility Agreement) in accordance with the provisions of the General Facility Agreement and the due performance and observance by the Customer of all its other obligations under and in relation to the Facilities and the General Facility Agreement shall be secured by this Debenture.

IT IS HEREBY AGREED as follows:-

1. INTERPRETATION

1.1 Definitions

Except as otherwise provided in this Debenture, all terms and references used in this Debenture and which are defined or construed in the General Facility Agreement but which are not defined or construed in this Debenture, shall have the same meaning and construction in this Debenture. This Debenture includes any document which is supplemental hereto or which is expressed to be collateral herewith or which is entered into pursuant to or in accordance with the terms hereof. Any liberty or power which may be exercised or any determination which may be made hereunder by the

Bank may be exercised or made in the Bank's absolute and unfettered discretion and the Bank shall not be under any obligation to give any reasons to the Customer.

1.2 Subject to Clause 1.1 above, in this Debenture, except to the extent that the context requires otherwise:-

"**CHARGED ASSETS**" means all the undertakings, goodwill, property, assets, and rights of the Customer both present and future described in Clause 2;

"GENERAL FACILITY AGREEMENT" means the general facility agreement dated the year and date as stated in Section 6 of Schedule 1 or where there is no general facility agreement, the expression "General Facility Agreement" shall mean the Letter of Offer dated the year and dated as stated in Section 6 of Schedule 1;

"LAND CODE" means the National Land Code 1965 (Act 56 of 1965) or Sarawak Land Code (Cap 81) or Sabah Land Ordinance (Cap 68) or any other relevant statute, rule and regulation in respect of land and other related matter and shall include any amendment thereof;

"**RECEIVERS AND/OR MANAGERS"** means any competent person or persons as may be appointed by the Bank from time to time who are not precluded under the provisions of Section 182 of the Companies Act, 1965 to be a receiver and/or manager;

1.3 Headings and Clauses

Save where otherwise indicated references in this Debenture to "Clauses" are to be construed as references to clauses of this Debenture. The headings and subheadings in this Debenture are inserted for convenience only and shall be ignored in construing this Debenture.

1.4 Recital

The Recitals to this Debenture shall have effect and be construed as an integral part of this Debenture, but in the event of any conflict or discrepancy with any of the provisions of this Debenture such conflict or discrepancy shall, for the purposes of the interpretation and enforcement of this Debenture, be resolved by giving the provisions contained in the clauses of this Debenture priority and precedence over the provisions contained in the Recitals to this Debenture.

1.5 Schedules

The Schedules shall be taken, read and construed as essential parts of this Debenture.

2. CHARGES

2.1 For better securing the due and punctual payment, discharge and satisfaction by the Customer of the Indebtedness and/or the Bank's Selling Price or any part thereof in accordance with the provisions of the General Facility Agreement and the due performance and observance by the Customer of all its obligations under and in

relation to the Facilities and the General Facility Agreement, the Customer hereby charges to the Bank so that the charges hereby created shall be continuing security:-

(a) by way of a _____ [1] FIXED CHARGE, all and singular the fixed assets of the Customer movable and immovable, whatsoever and wheresoever situate, both present and future, including but without limiting the generality of the foregoing all buildings, fixtures, structures and erections on its properties and all of the Customer's plant, equipment, machinery, motor vehicles and tools together with all accessories and parts pertaining to such aforesaid fixed assets including Assets belonging to the Customer;

(b) by way of a _____[1] FIXED CHARGE, all stocks, shares, bonds, collective investments and other corporate securities of any kind whatsoever, whether marketable or otherwise and all other interests (including but not limited to the loan capital of the Customer, both present and future) of the Customer in any company, firm, consortium or entity whatsoever and wheresoever incorporated or established and all allotments, accretions, offers, rights, benefits and advantages whatsoever now or at any time and from time to time hereafter attaching thereto or accruing thereon or arising in respect thereof or deriving therefrom including all stocks, shares, bonds, rights, moneys or other property whatsoever accruing thereon or offered by way of conversion, redemption, bonus, preference, option or otherwise but excluding short-term marketable securities acquired solely so as to utilise such funds of the Customer as are not immediately required by the Customer for its business or businesses;

(c) by way of a _____[1] FLOATING CHARGE, the whole of the undertaking of the Customer and all other assets and rights of the Customer whatsoever and wheresoever situate, both present and future, including but without limiting the generality of the foregoing, the Customer's stocks-in-trade, raw materials, work-in-progress, finished and semi-finished products, uncalled capital, goodwill, book debts, accounts receivable, bank balances, cash, all short-term marketable securities acquired solely so as to utilise such funds of the Customer as are not immediately required for the Customer's business or businesses together with all allotments, accretions, offers, rights, benefits and advantages whatsoever now or from time to time and at any time hereafter accruing thereon or attaching thereto or arising in respect thereof or deriving therefrom, all forms of intellectual property and rights, all the rights, title and interests of the Customer arising out of any and all arrangements and transactions which the Customer engages in from time to time in the ordinary course of the Customer's business, and all the assets described in Clauses 2.1(a) and 2.1(b) if and in so far as the fixed charges thereof shall for any reason be ineffective as first fixed charges.

3. PERFECTION AS LEGAL CHARGES

3.1 The Customer shall immediately as and when so required by the Bank from time to time and at any time (but without prejudice to the security created by or under this Debenture and the other provisions hereof):-

[1] To insert whether first, second, third etc. charge

(a) create a first legal charge(s) under the Land Code over the Customer's immovable properties, whether freehold or leasehold, (or any of them, as the Bank may require) from time to time vested in or belonging to the Customer and comprised in the fixed assets referred to in Clause 2.1(a), and for such purpose shall execute the Charge in such form as is required by the Bank with such modifications thereto as the Bank may reasonably require, and shall permit and cause the same to be registered with the relevant authorities as a first legal charge(s) under the Land Code in favour of the Bank. Clause 2.1(a) shall constitute a first equitable fixed charge on all those immovable properties, both freehold and leasehold, which are now vested in or from time to time and at any time hereafter acquired by the Customer until the Customer shall have created pursuant to this Clause 3.1 a first legal charge(s) thereof under the Land Code in favour of the Bank; and

(b) create a first legal charge(s) over the Customer's assets (or any part thereof, as the Bank may require) referred to in Clause 2.1(b), and for such purpose shall execute such further or other document(s) and/or instrument(s) in such form and on such terms and subject to such conditions as may be required by the Bank at its absolute discretion and shall sign, do and execute all documents, acts and things for the creation and perfection of such first legal charge(s). Clause 2.1(b) shall constitute a first equitable fixed charge on all those assets now or hereafter from time to time or at any time held or acquired by the Customer until the Customer shall have created a first legal charge(s) thereof in favour of the Bank as aforesaid.

4. CONVERSION OF FLOATING CHARGE TO FIXED CHARGE AND VICE VERSA

4.1 The Bank may at any time by notice in writing to the Customer, forthwith convert the floating charge over the assets referred to in Clause 2.1(c) which the Bank may in its absolute discretion consider to be in jeopardy or in danger of being seized or sold under any form of distress or execution levied or threatened and/or may appoint a receiver thereof.

4.2 In addition to and without prejudice to the foregoing provisions and the rights, powers and remedies conferred on the Bank by law, if any of the following events occur, the floating charge created over the Customer's assets under Clause 2.1(c) shall, immediately without any further notice to or demand on the Customer, be deemed converted into a fixed charge over the Customer's assets referred to in Clause 2.1(c):-

(a) upon a written notice being given to the Customer pursuant to or under Section 9.01 (or such other relevant provisions) of the General Facility Agreement declaring that the Facilities be cancelled and the Indebtedness and/or the Bank's Selling Price together with any other sum then payable by the Customer under the Transaction Documents and the Security Documents to be immediately due and payable;

(b) upon the seizure of the Customer's assets referred to in Clause 2.1(c) above (or any part thereof) under any form of distress or execution levied in respect thereof;

(c) upon any receiver and/or manager(s) being appointed by the Bank or any other person or the court, whether in respect of the whole or any part of the Customer 's assets;

(d) upon any meeting being convened for the purpose of considering a resolution for the winding-up of the Customer or a petition being presented for the winding-up of the Customer; or

(e) upon the Customer being in breach of the terms of this Debenture; or

(f) if the Customer charges, pledges or otherwise encumbers in favour of any third party, whether by way of a fixed or floating security any of the Charged Assets described in Clause 2.1(c) or attempts to do so without the prior consent in writing of the Bank.

4.3 The Bank may at any time and from time to time, agree with the Customer that the whole or any part of the assets for the time being subject to a fixed charge under this Debenture whether by virtue of Clauses 2.1(a), 2.1(b), 4.1 or 4.2 or otherwise shall in the future be subject to a floating charge within Clause 2.1(c) until such time such floating charge crystallises or until such time such floating charge is converted into a fixed charge pursuant to Clause 4.1 or Clause 4.2.

5. COVENANTS RELATING TO PAYMENT

5.1 Payment on Demand

The Customer hereby covenants with the Bank that the Customer shall upon demand by the Bank pay to the Bank the whole of the Indebtedness and/or the Bank's Selling Price (provided always that no such demand shall be made by the Bank unless an Event of Default (as defined in the General Facility Agreement) occurs or has occurred (whether within or beyond the control of the Customer or any other person, and whether such Events of Default after it occurs, shall continue or subsist) and provided further that a notice given by the Bank to the Customer under or pursuant to Section 9.03(a) (or such other relevant provisions) of the General Facility Agreement shall be treated as a demand by the Bank under this Clause and until such a demand, the Customer shall pay discharge and satisfy each and every part of the Indebtedness and/or the Bank's Selling Price when due (or upon demand, as the case may be) and in accordance with the General Facility Agreement .

5.2 Suspense Accounts

Any amount received or recovered by the Bank pursuant to this Debenture and/or any of the powers hereby conferred, may be placed and kept in a suspense account(s) and kept there for so long as the Bank deems fit without any obligation in the meantime to apply the same or any part thereof in or towards discharge of the Indebtedness and/or the Bank's Selling Price (or any part thereof).

5.3 Continuation/Opening of Accounts

In the event of the commencement of the winding up of the Customer or of this Debenture ceasing for any reason to be binding on the Customer, or if the Bank shall at any time receive notice (either actual or otherwise) of any subsequent mortgage, charge, assignment, hypothecation, pledge, lien, security or other like interest,

matter, event or transaction affecting the Charged Assets (or any part thereof), the Bank may open a new account for the Customer. If the Bank does not in fact open such new accounts then, unless the Bank give express written notice to the Customer to the contrary, the Bank shall be treated as if it had in fact opened such new accounts at the time when the Bank received such notice (whichever shall be the earlier). As from that time and unless such express written notice shall be given to the Customer by the Bank, all payments by or on behalf of the Customer to the Bank shall be credited, or treated as having been credited, to such new accounts and not as having been applied in reduction of the Indebtedness and/or the Bank's Selling Price (or any part thereof) at the time when such notice was received.

5.4 Set-Off

It is hereby expressly agreed that unless the Bank otherwise agrees, the property hereby charged shall not be discharged except on payment by the Borrower of not only of the Indebtedness but also all monies secured by any other charge created by the Customer in favour of the Bank as security for all monies and liabilities owing and incurred by the Customer to the Bank.

In addition, the Bank shall be entitled but not obligated to withhold combine, consolidate or merge any of the accounts of the Customer and/or indebtedness of the Customer's related and or associated companies and/or any of the Security Parties and/or any of the guarantors (collectively, "Obligors") (whether current, deposit , financing, loan or accounts of any other nature whatsoever and whether in Ringgit or in any other currency) including accounts held jointly with others wheresoever situate and set-off or transfer any sum or sums standing to the credit of such accounts in or towards the satisfaction of any of the Customer's and or Obligors' liabilities to the Bank howsoever incurred .Where such combination, set off or transfer requires the conversion of one currency into another, such conversion shall be calculated at the then prevailing spot rate of exchange of the Bank . Such spot rate of exchange shall be determined at the Bank's sole discretion.

6. COVENANTS RELATING TO CHARGED ASSETS

6.1 Disposition in ordinary course of business

Until the crystallisation of the floating charge created under Clause 2.1(c), the Customer shall be at liberty to dispose of any of the assets subject to such floating charge by sale in the ordinary course of its business and on terms usual in a business of that kind provided that the entering into of factoring agreements, receivables discounting agreements, invoice discounting agreements and any other agreements relating to a sale of book debts and/or trade debts and/or stocks shall not be deemed to be a disposition in the ordinary course of business of the Customer.

6.2 Restriction against sale

The Customer shall not sell, assign, transfer or otherwise dispose of, deal with or part with possession of the assets charged under or otherwise referred to or contemplated in Clauses 2.1(a) and 2.1(b), save with the Bank's prior written consent which may be given or withheld at the Bank 's absolute discretion.

6.3 Restriction against dealings and other security

The Customer hereby represents, warrants and declares that there is no mortgage, charge, lien, debenture or other security over or against or in respect of the Charged Assets (or any part thereof) executed or created in favour of any party other than the Bank and the Customer hereby agrees, covenants and undertakes that until the Indebtedness and/or the Bank's Selling Price has been fully paid by the Customer under the General Facility Agreement and the Bank have irrevocably received and recovered all sums payable to them under or in connection with the General Facility Agreement and/or so long as this Debenture shall subsist or continue in force, the Customer shall not without the prior written consent of the Bank (a) execute or create or purport or attempt to execute or create or suffer or permit to be executed or created any charge mortgage debenture (whether legal or equitable, fixed or floating) pledge, lien or other security whatsoever over or against or in respect of the Charged Assets (or any part thereof), or (b) execute or purport or attempt to execute any factoring agreement, receivables discounting agreement, invoice discounting agreement or any other agreements relating to its sale of book debts and/or trade debts and/or stocks.

6.4 Information of matters affecting security

The Customer shall (a) inform the Bank forthwith upon its receipt of any notice or knowledge of the issue, publication, service or occurrence (time being of the essence in this respect) of any application, demand, notice, order, proposal or transaction in any way affecting, concerning or touching the Charged Assets (or any part thereof) and produce the same to the Bank immediately, and (b) do all acts and take all steps necessary or expedient to safeguard and preserve its assets and each part thereof or the title or ownership thereto. The Bank may, if it thinks fit, and on behalf or in the name and the expense of the Customer, do all such acts and employ all such persons as the Bank deems necessary or expedient, for the purpose of safeguarding and preserving the Charged Assets (or part thereof, as the case may be) or the Bank's rights and interest therein.

6.5 Notification of acquisition

The Customer shall inform the Bank in writing forthwith if it acquires or agrees to acquire any fixed assets (in particular but without limiting the generality of the foregoing, any land (whether freehold or leasehold), building, fixture or structure).

6.6 Deposit of title deeds

The Customer shall deposit with the Bank (which the Bank shall be entitled to retain so long as the Indebtedness and/or the Bank's Selling Price (or any part thereof) remains unpaid or may be or become payable) all documents of title relating to any land (whether freehold or leasehold), buildings, fixtures or structures, all log-books of any motor vehicles and any documents or indicia of title to shares, stock, plant and machinery owned by the Customer from time to time.

6.7 Condition of assets

The Customer will keep in good state of repair and in proper working order, and renew and replace when necessary, all buildings, structures, fixtures, plant, machinery and equipment belonging to or used by the Customer.

6.8 Inspection

The Customer shall permit the Bank (and any persons appointed in writing by the Bank) full access to the property and assets subject to this Debenture wherever situated to inspect or survey the same.

6.9 Rent, royalties etc

The Customer shall pay all rents, hires, royalties and other sums reserved by, and comply with all other obligations under, any lease, hiring or licence under which the Customer has the use or possession of any assets and shall also punctually pay all governmental, municipal and other taxes, duties, rates and outgoings assessed upon or payable with reference to any assets subject to this Debenture.

7. INSURANCE / TAKAFUL

7.1 Insurance / Takaful

The Customer shall at all times throughout the continuance of this Debenture, at its own cost and expense, insure and keep insured or cause to be insured and kept insured the Charged Assets as are of an insurable nature against loss or damage by fire, lightning, tempest, flood, riot, civil commotion, strike, malicious acts and against such other comprehensive risks as the Bank may require, with such reputable insurance / takaful company or companies and for such amount as shall be acceptable to the Bank. The Customer shall further in respect of any development of or construction of buildings, fixtures or structures on the Customer's properties, throughout such development or construction take out and maintain, or cause to be taken out and maintained, with such insurance / takaful company or companies which is/are acceptable to the Bank from time to time, such public liability insurance / takaful and workmen's compensation or employer's liability and other insurance / takaful as may be necessary to cover the liability of the Customer, its servants, agents and contractors in respect of personal injuries and deaths arising out of any works or operations carried out by or on behalf of the Customer in connection with such development or construction and in respect of any expenses, liability, loss, claim or proceedings which the Customer, its servants, agents or contractors may incur or sustain by reason of damage to any property arising out of or in the course of or by reason of the carrying out of any such works. The Customer shall (a) cause the Bank to be duly named as chargee/loss payee in all policies of insurance / takaful so taken out as aforesaid and the Bank 's interests to be duly endorsed on all such policies of insurance / takaful and (b) cause and ensure that there shall be endorsed on all such insurance / takaful policies a stipulation that the cancellation of such insurance / takaful policies shall not be effected without the Bank's prior written consent.

7.2 Default

If default is made in effecting, maintaining or renewing any such insurance / takaful as aforesaid, it shall be lawful for (but not obligatory upon) the Bank at the cost and expense of the Customer to effect, maintain or renew any such insurance / takaful as aforesaid as the Bank in its absolute discretion think fit, the costs and expenses whereof incurred, paid or payable by the Bank as aforesaid to be paid or reimbursed (as the case may be) by the Customer to the Bank on demand in accordance with the provisions hereinafter appearing.

7.3 Additional Insurance / takaful

In addition to and without prejudice to the other provisions of this Clause 7 and whether or not the Customer shall be in default of any of the other provisions of this Clause 7, the Bank shall be entitled, in its absolute discretion if it considers desirable or expedient and is hereby expressly authorised by the Customer to effect, maintain or renew at the cost and expense of the Customer and with such insurance / takaful company or companies acceptable to the Bank any insurance / takaful and for such amount as the Bank deems fit and with the Bank duly named as chargee/loss payee in such policy or policies of insurance / takaful so taken out as aforesaid and such interests of the Bank duly endorsed in such policy or policies of insurance / takaful and with a stipulation endorsed in such insurance / takaful policies that such insurance / takaful policies may not be cancelled without the Bank's prior written consent provided always that the Bank in respect of effecting by it of any insurance / takaful against any risks in respect of which no insurance / takaful was previously taken out by the Customer or the Bank against such risk, shall first give to the Customer prior written notice thereof of at least seven (7) days before the Bank effects such insurance / takaful. The costs and expenses incurred, paid or payable or as may be incurred, paid or payable by the Bank as aforesaid shall be paid or reimbursed (as the case may be) by the Customer to the Bank in accordance with the provisions hereinafter appearing.

7.4 Restriction against additional Insurance / Takaful

Except at the request or with the prior written approval of the Bank, the Customer shall not effect or maintain any insurance / takaful against any risk in respect of its properties and assets when the Bank has effected or maintained such insurance / takaful.

7.5 Custody of Insurance / Takaful Policies

The Bank shall be entitled to have the custody of all the original copies of the insurance / takaful policies effected and maintained or caused by the Customer to be effected and maintained pursuant to the foregoing provisions and the receipts or other evidence of payment of premium / contribution or any premium / contribution paid by the Customer and will, when required, deliver or produce the same to the Bank or to such persons as it may direct.

7.6 Punctual Payment of Premium / Contribution

The Customer hereby agrees that it will duly and punctually pay or cause to be paid all premia/contributions for all insurance / takaful taken out or caused to be taken out as aforesaid.

7.7 Application of Insurance / Takaful moneys

(a) The Bank may require any money received on any insurance / takaful taken out or maintained as hereinbefore provided whether effected by the Bank or the Customer to be applied in or towards making good the loss or damage in respect of which the money is received or receivable or in or towards reduction of the Indebtedness and/or the Bank's Selling Price; and

(b) The Bank may receive and give a good discharge for all such insurance / takaful moneys received by it and the Customer shall hold all moneys

received by the Customer on or from such insurance / takaful in trust for the Bank and pay over the same to the Bank immediately.

8. SECURITY ENFORCEABLE

8.1 Enforcement

The security constituted by this Debenture shall become immediately enforceable, and all the powers conferred on the Bank by this Debenture or by law shall be immediately exercisable, upon or at any time after (a) upon a written notice being given to the Customer pursuant to or under Section 9.01 (or such other relevant provisions) of the General Facility Agreement declaring that the Facilities be cancelled and the Indebtedness and/or the Bank's Selling Price together with any other sum then payable by the Customer under the Transaction Documents and the Security Documents to be immediately due and payable, or (b) any breach by the Customer of any of its obligations under or in relation to this Debenture (notwithstanding that no notice shall have been given by the Bank to the Customer). The Bank may enforce this Debenture and exercise its rights and powers hereby conferred (i) concurrently or simultaneously with, or before, or after, any other step, action or proceeding by the Bank in respect of or in connection with any other right, remedy, security or guarantee, and (ii) independently of, and without first having recourse to or exhausted, any other right, remedy, power, security or guarantor.

8.2 Continuing Security

This Debenture is and will remain in full force and effect by way of continuing security until the Indebtedness and/or the Bank's Selling Price has been paid by the Customer under the General Facility Agreement and the Bank have irrevocably received and recovered all sums payable to them under or in connection with the General Facility Agreement, and notwithstanding any partial or intermediate settlement of account or reduction or payment of any part of the Indebtedness and/or the Bank's Selling Price or any other matter or thing whatsoever but shall be continuing security for, and extend to cover, all sums of any kind or nature whatsoever which are now and from time to time and at any time hereafter may be or become due from or payable by the Customer under or in relation to the Facilities and/or the General Facility Agreement. Furthermore, this Debenture is additional to, and not instead of, any other security, guarantee or indemnity at any time existing in favour of any person, whether from the Customer or otherwise, and may be enforced without first having recourse to any guarantee, surety or other person or any other security, guarantee or indemnity.

8.3 Unconditionality of Security

The security constituted by this Debenture shall not be discharged or affected by (a) any time, indulgence, waiver or consent at any time given to the Customer , or any surety, guarantor or other person, (b) any amendment to the General Facility Agreement or any of the other Security Documents or any other security, guarantee or indemnity, (c) the making or absence of any demand on the Customer or any surety, guarantor or other person for payment, (d) the enforcement or absence of enforcement of the General Facility Agreement or any of the other Security Documents or any other security, guarantee or indemnity, (e) the release of any of the Security Documents or any other security, guarantee or indemnity, or of any person who is a party thereto or of any obligations of any of such parties thereunder

or in relation thereto, (f) the winding-up, insolvency, dissolution, amalgamation, reconstruction or reorganisation of the Bank, the Customer or any surety, guarantor or other person (or the commencement of any of the foregoing), (g) the illegality, invalidity or unenforceability of or any defect or irregularity in, any provision of the General Facility Agreement or any of the other Security Documents or any other security, guarantee or indemnity or any of the obligations thereunder or in relation thereto, (h) the exchange of any security, guarantee or indemnity for any other security, guarantee or indemnity, (i) the making or effecting or accepting of any compromise, composition or arrangement with the Customer or any surety, guarantor or other person, or (j) any other matter or thing whatsoever.

8.4 Further Assurance

The Customer shall from time to time and at any time hereafter, whether before or after the security constituted by this Debenture shall have become immediately enforceable, upon the Bank's request, execute all such transfers, assignments, assurances, charges, instruments and documents and do all such acts and things as the Bank may reasonably require for perfecting the security constituted or intended to be created or constituted by this Debenture or for facilitating the enforcement of this Debenture or the exercise by the Bank of all or any of the powers, authorities and discretions conferred on the Bank by this Debenture or the Land Code and shall also give all notices, orders and directions which the Bank may think expedient. [

8.5 Avoidance of payments

No assurance, security or payment which may be avoided under law relating to bankruptcy or insolvency, and no release, settlement or discharge given or made by the Bank on the faith of any such assurance, security or payment, shall prejudice or affect the right of the Bank to enforce the security created by this Debenture in respect of the full extent of the moneys hereby secured. Any such release, settlement or discharge shall be deemed to be made subject to the condition that it will be void if any payment or security which the Bank may previously have received or may thereafter receive from any person in respect of the Indebtedness and/or the Bank's Selling Price is set aside under any applicable law or proves to have been for any reason invalid.

8.6 Consolidation

Notwithstanding anything to the contrary herein contained, the Customer hereby agrees that the security hereby created shall not be discharged except on payment of not only the Indebtedness and/or the Bank's Selling Price but also all amounts secured by any other charge over the Charged Assets (or any part thereof) created in favour of the Bank.

8.7 Covenant to Provide Further Security

(a) The Customer shall at any time if and when required by the Bank to do so, provide and/or execute in favour of the Bank or as the Bank shall direct, any further Security Interest, including but not limited to any charges, mortgages, assignments, transfers or agreements as the Bank shall require, to secure all moneys and liabilities hereby agreed to be paid or intended to be hereby secured, such Security Interest to be prepared by or on behalf of the Bank at

the cost of the Customer and to contain all such terms and conditions for the benefit of the Bank as the Bank may require.

(b) The Customer shall at any time if and when required by the Bank so to do, deposit with the Bank the documents of title of any or all immovable properties vested in the Customer for any tenure and all or any debentures shares stocks or other investments or securities to the Customer . Such deposit may be by way of collateral security for the repayment of moneys and liabilities hereby secured and may also or otherwise be for the purpose of securing any other moneys owing to the Bank by the Customer and not secured hereunder.

9. POWERS OF THE BANK

9.1 Appointment of Receiver(s) and Manager(s) and other powers

The Bank shall be entitled, upon or at any time after the security constituted by this Debenture shall have become immediately enforceable, to exercise at its absolute discretion all or any of the following powers:-

(a) by itself or its servant(s) and/or agent(s) and/or any person(s) authorised by the Bank, at any time and without prior notice to the Customer, to enter into and upon the Customer's immovable properties, lands or premises or any lands or premises occupied by the Customer and to inspect and/or take possession and control of the Charged Assets, all documents or other indicia of title therefor or relating thereto and all other documents and records thereof or relating thereto, to take or make inventories thereof and to inspect all books, records and documents or other indicia of title at any other office, branch of place of business or elsewhere of or by any authorities or persons so far as such books, records and documents or other indicia of title relate to or affect the Charged Assets or any part thereof. Any expenses incurred by the Bank and/or its servant(s) and/or agent(s) and/or other person(s) authorised by the Bank shall be borne by the Customer and until such payment, shall be and form part of the sums secured by this Debenture; and/or

(b) to give any notice which may be deemed necessary by the Bank to any person or persons owing money to the Customer that all such moneys be paid to the Bank alone, to demand sue for and take all appropriate legal proceedings to recover such moneys and to give a good receipt for the same and to give such notices to the debtors of the Customer and take all necessary steps to complete the assignment of such moneys to the Bank as may be necessary; and/or

(c) to appoint in writing under the hand of any attorney or officer of the Bank any person or persons to be Receiver(s) and/or Manager(s) of the Charged Assets (or any part thereof) and may in like manner from time to time remove any such Receiver(s) and/or Manager(s) so appointed and appoint another or others in his or their stead.

9.2 Powers of Receiver(s) and/or Manager(s)

The Receiver(s) and/or Manager(s) so appointed as aforesaid shall be the agent or agents for the Customer and the Customer shall be solely responsible for his or their acts, omission and default and for his or their remuneration. Such Receiver(s) and/or Manager(s) shall have power:-

(a) to enter upon or into any land and premises of the Customer or any part thereof and take possession of and get in all or any of the Charged Assets and for that purpose, to take any proceedings in respect of or relating to or affecting the Charged Assets in the name of the Customer or otherwise as may seem expedient to the Receiver(s) and/or Manager(s);

(b) to sell or agree or concur in selling (whether by public auction or private treaty or otherwise and obtaining only when and where necessary, the leave of the Court) the Charged Assets (or any part thereof) at such price and upon such terms and conditions but subject to such conditions in respect of the title or evidence of title thereto as the Receiver(s) and/or Manager(s) shall think fit and to vary any contract for such sale and to resell without being answerable for any loss thereby occasioned. In exercising the power of sale hereby conferred, the Receiver(s) and/or Manager(s) may have regard to the views and desires of the Bank. The Receiver(s) and/or Manager(s) shall not be accountable for any loss or damage which may be suffered by the Customer by reason of the exercise of such aforesaid discretion or power of sale;

(c) to lease, let out, hire or license or concur in leasing, letting out, hiring or licensing all or any part of the Charged Assets and to accept or concur in accepting any surrender of any leases, tenancies or licences upon such terms and conditions as the Receiver(s) and/or Manager(s) deem(s) fit;

(d) to make any arrangement or compromise which he or they shall think expedient in respect of all or any part of the Charged Assets;

(e) to make and effect all repairs renewals and any improvements of or to the Charged Assets and to maintain or renew or increase or decrease all or any insurance / takaful in respect of the Charged Assets (or any part thereof) against such risks and on such terms as the Receiver(s) and/or Manager(s) deems appropriate;

(f) to appoint managers agents officers servants and workmen for any of the purposes set out under this Clause 9.2 at such salaries for such periods and upon such terms and conditions as he or they may determine and to dismiss them;

(g) to bring take defend prosecute discontinue or compromise any actions suits or proceedings whatsoever civil or criminal in relation to the Charged Assets or any part thereof;

(h) to carry on manage or concur in carrying on and managing and to continue the business of the Customer or any part thereof as agent or agents for the Customer and for any of those purposes to raise and borrow any money that may be required upon the security of the whole or any part of the assets hereby charged and to apply or petition for, seek and otherwise howsoever certificates consents licences leases permission and title convenient, expedient or necessary for all or any such purposes;

(i) to allow time for payment of any debts either with or without security;

(j) for such consideration and on such terms as he or they may think fit, to purchase outright or acquire by leasing, hiring, licensing or otherwise, any land, buildings, plant, equipment, vehicles or materials or any other property, assets or rights of any description which he or they consider(s) necessary or desirable for the carrying on, improvement or realisation of any business of the Customer or otherwise for the benefit of the assets subject to this Debenture;

(k) in connection with the exercise or the proposed exercise, of any of his or their powers or in order to obtain payment of his or their remuneration (whether or not it is already due) to borrow or raise money from any person without security or on the security of all or any part of the assets of the Customer whether subject to this Debenture or not, and generally in such manner and on such terms as he or they may think fit;

(l) to transfer all or any of the property or assets of the Customer and/or any of the liabilities of the Customer to any other company or body corporate, whether or not formed or acquired for the purpose;

(m) to call up all or any portion of the uncalled capital for the time being (if any) of the Customer;

(n) to apply in the name of the Customer for any certificate licence permission or consent required under any Act Ordinance other regulations or by-law made by any competent authority for or in connection with the Charged Assets (or any part thereof) or any business or operations of the Customer;

(o) to give valid receipts, releases and other proper and sufficient discharge and acquiescences for all moneys received and execute all assurance which may be proper or desirable for realising the Charged Assets (or any part thereof);

(p) generally to carry out, or cause or authorise to be carried out, any transaction, scheme or arrangement whatsoever, whether similar or not to any of the foregoing, in relation to the property and assets of the Customer which he or they may consider expedient as effectually as if he or they were solely and absolutely entitled to the property and assets of the Customer;

(q) generally to do and cause to be done such acts and things which the Customer may have done in the ordinary conduct of its business as well as for the protection and/or the improvement of the property hereby charged;

(r) to execute and do all such other acts deeds and things as to him or them or the Bank may appear necessary or proper for or in relation to any of the purposes aforesaid and which he or they lawfully may or can do as agent or agents for the Customer; and

(s) to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he or they may or can lawfully do as agent for the Customer.

The powers of appointment of a Receiver(s) and/or Manager(s) by the Bank hereunder shall be in addition to and not in derogation of any statutory powers

conferred on the Receiver(s) and/or Manager(s) or any other powers of the Bank conferred by or under the General Facility Agreement, this Debenture and the other Security Documents notwithstanding that an appointment under the provisions hereof shall have subsisted and been withdrawn in respect of all or any part of the Charged Assets or shall be subsisting in respect of all or any part of the Charged Assets.

9.3 Manager

Notwithstanding the provisions hereinbefore contained the Bank shall have the full right and power at its absolute discretion to appoint a Receiver or Receivers who is or are not also to be Manager or Managers and such Receiver or Receivers shall have all the powers enumerated in Clause 9.2 hereof save and excluding the power to carry or manage or continue the business of the Customer or such other powers applicable to Managers only.

10. ADDITIONAL POWERS OF THE BANK

10.1 To the extent permitted by law, the terms of the statutory powers of sale and leasing available to a chargee are hereby extended to permit and authorise the Bank at its absolute discretion:-

(a) to sell all the title to and interest in any assets subject to this Debenture or any interest in the same, and to do so in consideration of shares, debentures or any other securities whatsoever, or of an agreement to pay all or part of the purchase price at a later date or dates, or an agreement to make periodical payments, whether or not the agreement is secured by any security or guarantee, or for such other consideration whatsoever as the Bank may think fit, and also to grant any option to purchase, and to effect exchange;

(b) with a view to selling any assets subject to this Debenture (or offering it for sale) to repair, replace and develop such property or assets and to apply for any appropriate permission, licence or approval;

(c) to sever any fixtures and to sell them apart from the land or buildings on or to which they are affixed, and also to apportion any rent affecting the property sold, to charge such rent upon the property sold or retained and to agree to indemnify any purchaser in respect of such rent or any covenants by the limitation of a new rent, by granting powers of entry or otherwise, or to reserve any such indemnity or powers of entry;

(d) with a view to, or in connection with, the sale of any assets subject to this Debenture, to carry out any transaction, scheme or arrangement which the Bank may, in its absolute discretion, consider appropriate.

11. POWER OF ATTORNEY

11.1 In consideration of the premises the Customer hereby irrevocably appoints the Bank and any attorney(s) or officer(s) of the Bank (from time to time duly appointed or designated by the Bank for such purpose, the certificate of the Bank of such appointment or designation shall be final and conclusive) and any and every Receiver(s) and/or Manager(s) appointed pursuant to this Debenture and his or their substitute or substitutes as the Attorney or Attorneys of the Customer for the

Customer and jointly and severally in his or their own name or names or in the name of the Customer and on the Customer's behalf and as the Customer's acts and deeds to sign, do, execute, seal and deliver and otherwise perfect any deed assurance agreement instrument or act, permitted by this Debenture or which may be required or may be deemed by him or them proper for any of the purposes set out in this Debenture (including but not limited to the purposes set out in Clauses 9 and 10 hereof) and with power for such Attorney or Attorneys to appoint or remove any substitute or substitutes.

11.2 The Customer hereby declares that any and all acts, deeds and things executed or carried out on behalf of the Customer by the Attorney(s) aforesaid by virtue of the provisions hereof shall be as good valid and effectual to all intents and purposes whatsoever as if the same has been duly and properly done and executed by the Customer itself and the Customer shall and hereby ratifies and confirms all such acts, deeds, instructions and documents executed or carried out by virtue of the power and authority hereby conferred.

12. PROTECTION OF THIRD PARTIES

12.1 Protection of Third Parties

No purchaser from, or other person dealing with, the Bank and/or the Receiver(s) and/or Manager(s) appointed pursuant to this Debenture shall be concerned to enquire whether any of the powers which they have exercised or purported to exercise has arisen or become exercisable, or whether the whole or any part of the Indebtedness and/or the Bank's Selling Price are or remain outstanding, or whether any event has happened to authorise the Receiver(s) and Manager(s) to act or as to the propriety or validity of the exercise or purported exercise of any such power, and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters. The receipt of the Bank or such Receiver(s) and/or Manager(s) shall be an absolute and conclusive discharge to a purchaser and shall relieve him of any obligation to see the application of any moneys paid to or by the direction of the Bank or the Receiver(s) and/or Manager(s). In this Clause 12.1, "purchaser" includes any person acquiring, for money or money's worth, any lease of, or security over, or any other interest or right whatsoever in relation to, any of the assets subject to this Debenture.

12.2 Protection of the Bank and Receiver(s) and/or Manager(s)

Neither the Bank nor the Receiver(s) and/or Manager(s) appointed pursuant to this Debenture shall be liable in respect of any loss or damage which arises out of the exercise, or the attempted or purported exercise of, or the failure to exercise any of their respective powers, unless such loss or damage is caused by its or his gross negligence or wilful default. Without prejudice to the generality of this Clause 12.2, the entry into possession of any assets subject to this Debenture shall not render the Bank or such Receiver(s) and/or Manager(s) liable to account as mortgagee in possession and if and whenever the Bank enters into possession of any such assets, it shall be entitled at any time at its pleasure to go out of such possession.

12.3 Involuntary loss

Without prejudice to any other provisions of this Debenture, neither the Bank nor the Receiver(s) and/or Manager(s) appointed pursuant to this Debenture, shall be liable

for any involuntary loss caused by or as a result of or in any manner whatsoever arising from, the exercise by the Bank or such Receiver(s) and/or Manager(s) of the powers conferred by this Debenture, law or custom.

13. INDEMNITY

13.1 The Customer further covenants with the Bank that it will fully indemnify the Bank and the Receiver(s) and/or Manager(s) appointed pursuant to this Debenture against all demands, claims, actions, proceedings, costs, charges, expenses, damages and liabilities whatsoever which the Bank or the Receiver and/or the Manager may pay, incur or suffer at any time: -

(a) in consequence of anything done or purported to be done by the Bank or such Receiver(s) and/or Manager(s) under the Security Documents or any other document relating thereto or of any failure by the Customer to comply with its obligations to the Bank thereunder or otherwise in connection therewith; or

(b) in consequence of any payment in respect of the Indebtedness and/or the Bank's Selling Price (whether made by the Customer or a third person) being impeached or declared void for any reason whatsoever.

14. COSTS AND EXPENSES

14.1 The Customer shall, whether or not the Facilities are utilised under or pursuant to the General Facility Agreement, pay (a) on demand, all costs and expenses (including legal fees) incurred by the Bank in connection with the preparation, negotiation or entry into of this Debenture and/or any amendment of, supplement to or waiver in respect of this Debenture, (b) on demand, all costs and expenses (including legal fees on a full indemnity basis and the remuneration and expenses of such Receiver(s) and/or Manager(s) appointed pursuant to this Debenture) incurred, payable or paid by the Bank in exercising, preserving, protecting or enforcing any rights in or under this Debenture and/or any such amendment, supplement or waiver, and (c) promptly, and in any event before any penalty becomes payable, any stamp, documentary, registration or similar duty or tax payable in connection with the entry into, performance, enforcement or admissibility in evidence of this Debenture and/or any such amendment, supplement or waiver, and shall indemnify the Bank against any liability with respect to or resulting from any delay in paying or omission to pay any such duty or tax.

15. PROCEEDS OF SALE

15.1 All moneys received by the Bank pursuant to this Debenture or on enforcement of this Debenture or in the exercise of its rights or powers conferred by this Debenture shall be applied in or towards discharge of the Indebtedness and/or the Bank's Selling Price as follows:-

(a) firstly, in payment of all costs, charges and expenses and liabilities incurred by the Bank or, as the case may be, the Receiver and/or the Manager in connection with the exercise of its or his powers including the costs, charges

and expenses of and incidental to the appointment of and the remuneration of the Receiver and/or Manager and/or the persons mentioned in Clause 9.2(f);

(b) secondly, in or towards payment to the Bank of all monies due by the Customer to the Bank pursuant to the Transaction Documents and/or Security Documents; and

(d) thirdly, in payment of all amounts due and remaining unpaid under this Debenture or any other Security Documents.

(e) fourthly, in payment of the Indebtedness including but not limited to all monies due and payable under any other loan or facility granted by the Bank to the Customer;

(f) Fifthly, the surplus, if any, shall be paid to the Customer or other person or persons entitled to the same.

15.2 the Bank and the Receiver and/or Manager, attorney and other person appointed by the Bank and the Receiver and/or Manager pursuant to this Debenture shall be entitled to be indemnified out of the Charged Assets in respect of all liabilities, costs, charges and expenses incurred directly or indirectly by them or any of them in the exercise or purported exercise of any of the powers, authorities or discretions conferred upon them or any of them and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted to be done relating to the Charged Assets and they or any of them may retain and pay all sums in respect of the same out of any monies received in the exercise of the powers, authorities or discretions conferred upon them or any of them. Save as aforesaid the Bank shall be under no liability whatsoever to the Receiver and/or Manager for his remuneration, costs, charges, expenses or otherwise.

15.3 the Bank shall not be answerable for any involuntary loss happening in or about the exercise or execution of the powers or trusts, which may be vested in the Bank by virtue of this Debenture or by law for the time being in force.

16. COMMUNICATIONS

16.1 Addresses

Each demand, notice or other communication under this Debenture shall be in writing. Each demand, notice, communication or document to be delivered to either party under this Debenture shall be sent to that party by post or personal delivery to the address from time to time designated by that party for the purpose of this Debenture. The initial addresses so designated by each party are set out in Sections 2 and 3 of Schedule 1 of this Debenture.

16.2 Deemed Delivery

Any communication from the Customer shall be irrevocable, and shall not be effective until received by the Bank. Any other communication from the Bank to the Customer shall be deemed to be received by the Customer if sent by personal delivery, when left at the address required by Clause 16.1 and if sent by post, on the third Business Day after being put in the post, postage prepaid and addressed to it at that address.

16.3 Language

Each notice, demand, certificate or other communication under this Debenture shall be in the English Language. Any other document to be delivered under this Debenture shall either be in the English Language or accompanied by a certified translation into English by a translator acceptable to the Bank. If there is a conflict, the English translation shall prevail over the original language version.

17. ASSIGNMENT

17.1 Benefit and Burden

This Debenture shall benefit and be binding on the parties and their respective successors and in the case of the Bank its assignees and transferees. Any reference in this Debenture to the Customer and the Bank shall be construed accordingly.

17.2 The Customer

The Customer may not assign or transfer all or part of its rights or obligations under this Debenture.

17.3 The Bank

The Bank may assign all or part of its rights or transfer all or part of its obligations under this Debenture to any person and all costs and expenses incidental thereto shall be paid by the Customer. Any such assignee or transferee shall be entitled to the full benefit of this Agreement to the same extent as if it were an original party in respect of the rights or obligations assigned or transferred to it.

18. REMEDIES, WAIVERS, AMENDMENTS AND CONSENTS

18.1 No Implied Waivers

No failure on the part of the Bank to exercise, and no delay on its part in exercising, any right or remedy under this Debenture will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Debenture are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).

18.2 Amendments, Waivers and Consents

Any provision of this Debenture may be amended or supplemented only if the Customer and the Bank so agree in writing and any provision or breach of any provision of this Debenture may be waived before or after it occurs only if the Bank so agrees in writing. Any consent by the Bank under any provision of this Debenture must also be in writing. Any such waiver or consent may be given subject to any conditions thought fit by the Bank and shall be effective only in the instance and for the purpose for which it is given.

19. TIME

19.1 Notwithstanding anything to the contrary express or implied in this Agreement, time shall be of the essence of this Debenture.

20. INCORPORATION OF VARIOUS PROVISIONS OF THE GENERAL FACILITY AGREEMENT

20.1 The terms and conditions of the General Facility Agreement with the necessary modifications, shall, where not inconsistent to the context thereof, be deemed incorporated in this Debenture.

21. STAMP DUTY DECLARATION

21.1 It is hereby agreed and declared that this Debenture constitutes one(1) of the several instruments employed in one transaction within the meaning of Section 4(3) of the Stamp Act, 1949 of Malaysia whereupon the ad valorem stamp duty has been paid on the General Facility Agreement and for the purpose of the said Section 4(3), this Debenture shall be deemed to be the secondary or ancillary instrument.

22. GOVERNING LAWS

22.1 This Debenture shall be governed by and construed in all respects in accordance with the laws of Malaysia but in enforcing this Debenture, the Bank shall be at liberty to initiate and take actions or proceedings or otherwise against the Customer(s) in Malaysia and/or elsewhere as the Bank may deem fit and the parties hereto hereby agree that where any actions or proceedings are initiated and taken in Malaysia they shall submit to the non-exclusive jurisdiction of the Courts of the States of Malaya or Sabah and Sarawak as the case may be in all matters connected with the obligations and liabilities of the parties hereto under or arising out of this Debenture.

23. SEVERABILITY

23.1 Any term, condition, stipulation, provision, covenant or undertaking in this Debenture which is or may become illegal, void, prohibited or unenforceable in any respect under any law shall 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 shall not invalidate or render illegal, void or unenforceable any other term, condition, stipulation, provision, covenant or undertaking contained in this Debenture.

SCHEDULE 1 (which is to be taken, read and construed as an essential part of this Debenture)		
Section	**Item**	**Particulars**
1.	Name of the Customer	
2.	Address of the Customer	
3.	Business Address of the Bank	
4.	Name of the Customer	
5.	Address of the Customer	
6.	Date and year of the General Facility Agreement or the Letter of Offer (as applicable)	

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK
EXECUTION PAGE FOLLOWS IMMEDIATELY

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seal the day and year first above written.

EXECUTION BY CUSTOMER

THE COMMON SEAL of)
)
)
was hereunto affixed in the presence of:-)

DIRECTOR **DIRECTOR/SECRETARY**

EXECUTION BY CUSTOMER

THE COMMON SEAL of)
)
)
was hereunto affixed in the presence of:-)

DIRECTOR **DIRECTOR/SECRETARY**

EXECUTION BY BANK

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

FORM OF AUTHENTICATION IN CASE OF A POWER OF ATTORNEY
EXECUTED BY A COMPANY OR CORPORATION

I,

an Advocate and Solicitor of the High Court of *Malaya / Borneo practising at

hereby certify that on this day of , the

Common Seal of **(COMPANY NO.)**

was affixed to this instrument in my presence in accordance with the regulations of the said company.

Witness my hand,

* Delete wherever inappropriate