

To be transcribed on eligible debtor's letterhead

<DATE>

Corporate Debt Restructuring Committee
11th Floor, Bangunan Setia 1,
15 Lorong Dungun,
Bukit Damansara
50490 Kuala Lumpur

Dear Sirs,

LETTER OF UNDERTAKING AND INDEMNITY

We refer to the above matter.

1. In consideration of the admission of < COMPANY NAME (Company No: XXXX> ("Company") to the Corporate Debt Restructuring Committee ("CDRC") and your agreement to mediate the debt restructuring scheme of the Company we hereby agree and undertake as follows:-
 - a. We shall adhere to the Corporate Debt Restructuring Committee Participants' Code of Conduct dated <date> including any other amendments from time to time ("Code") in particular but not limited to the sections applicable to the "eligible debtor" as defined therein;
 - b. We agree and confirm that all information furnished by us and our advisors to the CDRC from time to time is correct, accurate and complete in all material respects and does not contain any untrue or misleading information or omissions of material facts which would render the information to be misleading or false;
 - c. We agree and confirm that any financial, budget and other projections generated by us and CDRC were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair and reasonable in light of conditions existing at the time of delivery of such financial, budget or other projections;
 - d. We shall pay an amount equivalent to zero point zero five per cent (0.05%) calculated on the total debt mediated by CDRC, being the administrative fee for mediating the negotiations of the debt restructuring scheme;
 - e. We shall reimburse you for whatever sums, costs, charges and expenses incurred by the CDRC in relation to the debt restructuring scheme;
 - f. We shall effect the payment due by us hereunder forthwith in full and without any deductions upon your first written demand;

- g. Our failure and/or refusal to remit the abovementioned payment to you for whatever reason shall be deemed as a non-compliance to Paragraph 12 of the Code, wherein CDRC shall have the absolute discretion to take whatever steps necessary under the said paragraph including discharging us from its purview; and
 - h. We shall indemnify and keep the CDRC, its officers, members, servants, agents and advisers of CDRC fully indemnified from and against any and all consequences, losses, damages, liabilities, costs and expenses of whatsoever nature or description (including, without limitation to the generality of the foregoing, legal costs on a full indemnity basis) which may be sustained or incurred by reason of or arising from or howsoever related to us or caused by anything which is done, omitted or intended to be done in good faith in furtherance of the workout exercise in accordance with the Code, including but not limited to any failure or default on our part hereunder or our failure to adhere to the Code including without limitation your legal costs (on a full indemnity basis) in seeking to enforce or enforcing this Letter of Undertaking.
- 2. This Letter of Undertaking shall not be determined or be in any way prejudiced by the liquidation, winding up or insolvency or any absorption, reconstruction, reorganisation or amalgamation of the Company.
 - 3. We further agree that the undertakings provided herein shall survive the expiration or termination of this letter with respect to matters arising out of facts or circumstance occurring during the period prior to such expiration or termination.
 - 4. The CDRC's rights and remedies in relation to any breach of terms of this Letter of Undertaking shall not be prejudiced by any investigation by or on your behalf into my affairs or by the execution or the performance of this Letter of Undertaking or by any other act or thing which may be done by or on your behalf in connection with this Letter of Undertaking which might, apart from this paragraph, prejudice such rights or remedies.
 - 5. This Letter of Undertaking shall be binding on us and on our successors-in-title and assigns for all purposes and no change whatsoever in the constitution of us whether by amalgamation, reconstruction or otherwise shall affect or impair our liability under this Letter of Undertaking.
 - 6. We, shall not be entitled to assign or transfer any of our rights or obligations hereunder without your written consent.
 - 7. The illegality, invalidity or unenforceability of any provision of this Letter of Undertaking under the laws of any jurisdiction shall not affect its legality, validity or enforceability under the laws of any other jurisdiction nor the legality, validity or enforceability of any other provision.
 - 8. No failure to exercise and no delay in exercising on your part of any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law.

9. This Letter of Undertaking shall be governed by and construed in accordance with the laws of Malaysia and we shall submit to the exclusive jurisdiction of the courts of Malaysia.
10. Time wherever mentioned shall be of the essence of this Letter of Undertaking.

Signed by]
For and on behalf of]
XXXXXX]
[Registration No. XXXXX]]
In the presence of	