



LETTER OF BANK GUARANTEE

Date: July 28, 2021

To: **Mr. SIVA PRABHA P. KRISHNAN**

NO. 24 LOROND 2-B, JABAN ABDUL

SAMAD, 80100 MALAYSIA

Whereas **Fields Fehn and Sherwin and**, having Registered Office at **15Th Floor, 11755 Wilshire Boulevard., Los Angeles, California 90025, United States** hereinafter called the "Company", in behalf of **Mr. SIVA PRABHA P. KRISHNAN**, called herein as the "Claimant" from MALAYSIA, as a non US resident for a claim on the terms and conditions contained in the Fiduciary Release as order by Central District Court Of California, by the which inter alia are subject matter of the Fiduciary Release Order, agrees to furnish this bank guarantee for an amount of **\$ 4,989.10 (USD) Four Thousand Nine Hundred Eighty Nine and 02/100 US dollars**, equivalent to the applicable performance bond

We, **Capital One Bank**, located at **801 S Grand Avenue, Los Angeles, CA 90017, United States** hereinafter called "the Bank" in consideration of the premises, at the request of the Company, do hereby guarantee and undertake to pay without demur to the "Claimant" forthwith on demand at any time up to **August 06, 2021** (at least three months from date of Letter of assurance to be renewed, till exhausted or rated capacity reached) any money or monies not exceeding a total sum of **\$49,891.01 (USD) Forty Nine Thousand Eight Hundred Ninety One and 01/100 US dollars** only as may be claimed by the "Claimant" to be due from the Company by way of shortfall in remittance of proceed from the sale agreement due to failure by the Company in the observance and performance.

It is hereby agreed and acknowledged that the decision of the "Claimant" as to whether any money is payable by the Company to the "Claimant" or whether the Company has made any such default or defaults as aforesaid and the amount or amounts to which the "Claimant" is entitled to by reason thereof will be binding on the Bank and the Bank shall not be entitled to ask the "Claimant" to establish its claim or claims under this Guarantee or to claim any such amount from the company in the first instance but shall pay the same to the "Claimant" forthwith on demand without any demur, reservation, recourse, contest or protest and/or without any reference to the Company. Any such demand made by the "Claimant" on the Bank shall be conclusive and binding notwithstanding any difference between the "Claimant" and the Company or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

The Bank further undertake not to revoke this Guarantee during its currency except with the previous consent of the "Claimant" in writing and this Guarantee shall continue to be enforceable till the aforesaid date of its expiry or the last date of the extended period agreed upon as the case may be unless during the currency of the Guarantee all the dues of the "Claimant" under or by virtue of Court Order have been

801 S Grand Avenue, Los Angeles, CA 90017

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duly paid and its claims satisfied or discharge or the "Claimant" certifies that the Attorney- Client agreement have been fully carried out by the company and accordingly discharged the Guarantee.

Subject to the maximum limit of the Bank's liability as aforesaid, this Guarantee shall cover all claim or claims of the "Claimant" against the Company from time to time arising out of or under condition in respect of which the "Claimant" demand or notice in writing be served on the Bank before the date of expiry of this Guarantee mentioned above or of further extended period agreed upon, as the case may be.

The Guarantee shall not be affected by any change in the constitution of the Company or any extension or forbearance to the company by the "Claimant" and the Bank will ensure for and be available to and guarantee enforceable by the "Claimant".

Notwithstanding anything contained herein:

- i. Our liability under this Bank Guarantee shall not exceed **\$49,891.02 (USD) Forty-Nine Thousand Eight Hundred Ninety-One and 02/100 US dollars only.**
- ii. This Bank Guarantee shall be valid till **August 06, 2021.**
- iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before **July 17, 2021.**

The Bank has power to issue this Guarantee under the statute and the undersigned has full power to sign this Guarantee on behalf of the Bank.

Bank Representative Signature

MICHAEL C. SLOCUM

Bank Representative Name

BANK MANAGER

Bank Representative Duty

801 S Grand Avenue, Los Angeles, CA 90017

Bank Address

Witness Signature

Atty. S. A Hampton FFASLAW

Witness Name

BANK STAMP

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