

Private and Confidential

Our reference : FP/Apr22/0168 (Post)
Date : **31 MAY 2022**

Agricon Enterprise
1123A, Jalan Jambu Batu 5
Taman Muhibah, Saleng
81400 Senai
Johor

(Attention: En. Shah Riman Bin Md Shafei (Manager))

Dear Sir / Madam,

Letter of Offer for Islamic Factoring

SA Puncak Management Sdn. Bhd. (Company No.: 200301015868 / 618288-H) is pleased to provide you an Islamic Factoring under the Shariah contract of 'Tawarruq and Hawalah' for your acceptance, subject to the terms and conditions as stated hereunder:

Client : **Agricon Enterprise** (hereinafter referred to as **Agricon**) (200403172276 / JM0417637-M)

Factor : SA Puncak Management Sdn. Bhd. (hereinafter referred to as **SA Puncak**)

Customer : KEMENTERIAN PELAJARAN MALAYSIA (KPM)

Contract Details : TENDER PERKHIDMATAN KEBERSIHAN BANGUNAN DAN KAWASAN (KBK) KE SEKOLAH / INSTITUSI PENDIDIKAN DI BAWAH JABATAN PENDIDIKAN NEGERI JOHOR, KEMENTERIAN PENDIDIKAN MALAYSIA BAGI TEMPOH KONTRAK MULAI 1 APRIL 2022 HINGGA 31 OGOS 2024 (29 BULAN) – ZON KULAI 5

Zone : Kulai 5
Contract No. : QT210000000040278
Contract Amount : RM 1,811,485.00

Limit : Up to RM 300,000

Underlying Shariah Principles : Under the Shariah concept of **Tawarruq** and pursuant to the Factor's factoring procedure, the Client will purchase the Commodity from the Factor on a deferred payment basis and then sell the Commodity to a third party in the following manner:

1. Appointment of Agency

The Client shall appoint the Factor as its agent to perform the following tasks:

a. Appointment 1:

As agent to purchase Commodity on Murabahah basis from the Factor on behalf of the Client and to execute the Commodity Sale on behalf of Client.

SA PUNCAK MANAGEMENT SDN. BHD. (Registration Number: 200301015868)

Formerly known as El Nuwr Capital Sdn. Bhd.

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A member of the Luminor Capital Group

www.elnuwr.com



KERAJAAN MALAYSIA

IBU PEJABAT
LEMBAGA HASIL DALAM NEGERI MALAYSIA
 MENARA HASIL
 PERSIARAN RIMBA PERMAI
 CYBER 8, 63000 CYBERJAYA
 SELANGOR DARUL EHSAN

**SIJIL SETEM**

ASAL

STAMP CERTIFICATE

(Sila lekatkan sijil setem ini ke atas surat cara sebagai bukti penyeteman)
 Please attach this stamp certificate to the instrument as evidence of stamping

Cara Bayaran *Payment Method* FPX TRANSACTIONS
No. Adjudikasi *Adjudication No.* T01C62F225XB028
Jenis Surat Cara *Type Of Instrument* SURAT TAWARAN (POST)
 BUKAN SURAT CARA UTAMA
Tarikh Surat Cara *Date Of Instrument* 31/05/2022
Balasan *Consideration* RM 300,000.00
Duti Setem Dibayar Ke atas Surat Cara Utama
Stamps Duty paid on Principal Instrument RM 0.00
Maklumat Pihak Pertama / Penjual / Pemberi *First Party / Vendor / Transferor / Assignor*
 SA PUNCAK MANAGEMENT SDN. BHD., NO SYARIKAT 200301015868
Maklumat Pihak Kedua / Pembeli / Penerima *Second Party / Purchaser / Transferee / Assignee*
 AGRICON ENTERPRISE, NO SYARIKAT 200403172276
Butiran Harta / Suratcara *Property / Instrument Description*
 TIDAK BERKENAAN



Dengan ini disahkan surat cara ini disetem dan diindors seperti maklumat di bawah:
 This is to certify this instrument is stamped and indorsed as below:

No. Sijil Setem <i>Stamp Certificate No.</i>	B0280A221784575
Tarikh Penyeteman <i>Date of Stamping</i>	17/06/2022
Duti Setem Dikenakan <i>Amount of Stamp Duty</i>	RM 10.00
Penalti <i>Penalty</i>	RM 0.00
Pelarasan <i>Adjustment</i>	RM 0.00
Jumlah Dibayar <i>Total Amount Paid</i>	RM 10.00
Indorsemen <i>Indorsement (Akta Setem 1949)</i>	Seksyen 11

20220603 T01C62F225XB028 09/20/22
 LEMBAGA HASIL DALAM NEGERI
 LHDN MALAYSIA
 Agent: Anjuri Bina Restoran 220000300000

Pemungut Duti Setem

No. Kelulusan Perbendaharaan *Treasury Approval No.* : KK/BSKK/10/600-2/1/2(60)Tarikh Cetak *Printed Date* : 20/06/2022 09:20:28

Pengesahan ketulenan Sijil Setem ini boleh dipastikan di stamps.hasil.gov.my atau melalui aplikasi telefon pintar
 The authenticity of this Stamp Certificate can be verified at stamps.hasil.gov.my or by mobile app

Ini adalah cetakan komputer dan tidak perlu ditandatangani
 This is a computer generated printout and no signature is required

--- tamat/end ---

b. Appointment 2:

As agent to sell Commodity to the Purchasing Broker on behalf of the Client.

The format for the Appointment of Agency shall be in the form as set out in the Third Schedule.

2. Purchase of the Commodity by the Factor from the Commodity Trader

Pursuant to the Purchase Request issued by the Client in notifying us of your intention to enter into a Commodity Sale whereby the Client agrees to purchase the Commodity from the Factor at the Factor's Sale Price, the Factor will purchase the Commodity from the Commodity Trader at the Factor's Purchase Price.

3. Purchase of the Commodity by the Client from the Factor

Upon confirmation that the Factor's purchase of the Commodity from the Commodity Trader has been concluded, the Factor, under the concept of **Wa'ad Mulzim**, shall execute the Acceptance of Purchase Request in the form as prescribed in the Third Schedule to sell the Commodity to the Client on Murabahah basis at the Factor's Sale Price which is payable by the Client on deferred terms. The Factor acting as the Client's agent will purchase the Commodity from the Factor and execute the Commodity Sale on behalf of the Client.

4. Sale of the Commodity by the Client through the Factor as its agent

Pursuant to the Appointment of Agency, the Factor acting as the Client's agent shall sell the Commodity to the Purchasing Broker on a cash basis. The Proceeds which that amount shall later be deducted with others payable fee due by the client to the factor that shall be known as Net Advance Amount. The Net Advance Amount shall be credited into the account of the Client with the Factor or in any other manner as agreed between the parties.

5. Confirmation of Transactions

Upon the conclusion of the sale of the Commodity to the Purchasing Broker as set out in Clause 4 herein, the Factor will issue to the Client the Confirmation of Transactions as per the Fourth Schedule.

Security and Credit Support : 1. Islamic Factoring Agreement between SA Puncak Management and Agricon.

2. Guarantee and indemnity by:

No.	Name	NRIC No.
a.	Shah Riman Bin Md Shafei	740626-01-6113
b.	Zainudin Bin Ja'afar	690416-01-5857
c.	Lokman Bin Mohd Zain	740210-01-6099

3. Assignment of Agricon's invoices to SA Puncak Management duly endorsed with a legend as per Attachment 1.

Processing Fee : RM3,000 (non-refundable)

LO/hs



Credit Period : Not exceeding 60 days from date of invoice(s).

We reserve the right to suspend utilisation of any undrawn balance if any advance made under your account remains unpaid beyond the credit period.

Grace Period : Maximum of 120 days after expiry of the credit period.

The grace period will be subjected to our sole discretion.

We reserve the right to suspend utilisation of any undrawn balance if any advance made under your account remains unpaid beyond the grace period.

Total Factoring Period : Not exceeding 180 days from the date of invoice(s).

Administrative Charge : 3% flat of the Factored Debt.

Profit Rate Tier 1 : 1% per month calculated on a daily basis or such other rate as may be prescribed by us from time to time at our sole discretion.

Profit Rate Tier 2* : For any outstanding amount remains unpaid after the expiry of credit period, the profit rate shall apply as below:-

Period	Profit Rate
61 – 90 days	1.5%
91 – 120 days	2.0%
121 days onwards	3.0%

**For any advance amount factored more than 60 days, Profit Rate Tier 2 will be triggered. Profit Rate Tier 2 is calculated in addition to Profit Rate Tier 1.*

Late Payment Charge : Compensation (*Ta'widh*) at rate of 1% per annum calculated on a daily basis of the outstanding amount due which remains unpaid after the grace period.

Penalty (*Gharamah*) at rate of 10% per annum calculated on a daily basis of the outstanding amount due which remains unpaid after the grace period.

Late Payment Charge ("LPC") is applicable to Term Financing and Factoring. LPC will be calculated in addition to the Profit Rate Tier 1 and/or Profit Rate Tier 2, whichever applicable

Advances : Up to 80% of the Factored Debts.

The margin stipulated above is subject to changes at our absolute discretion.

We reserve the absolute right to withhold any advances at our absolute discretion.

Retention Amount : The amount is to be retained by us and subtracted from the invoice sum with respect to the approved Factor Sale Price.

lbra' : In the event of early settlement of the Factor's Sale Price, the Company shall grant the Client a waiver (*lbra'*).

Disbursement Conditions : 1. All dealings with your Customers shall be done through us for whom they shall be properly notified. Such notification of the factoring relationship in particular to your Customers making direct payment to us shall be effected via a formal notification to be arranged for all Customers.

LO/hs

All copies of your invoice(s) are to bear our Notice of Assignment endorsement (as per **Attachment 1**) herein directing that the proceeds of each invoice is to be paid to us.

2. We reserve the right to accept Customers who would agree to the factoring arrangement and to reject those whom persistently continue to make payments to you instead of us.
3. Every invoice and delivery order must be duly affixed and signed by the Customer, accompanied by a copy of Purchase Order (if any).
4. Invoice(s) to be factored must be current (invoice date should not be more than 30 days from the date of submission) and does not exceed the credit term given to the Customers.

Verification : We will from time to time verify the validity of your invoices factored to us. Such verification shall include direct confirmation from your Customers either verbally or in writing, visits or such other method as we deem necessary.

- Other Conditions :
1. In a case where there is a debenture incorporating a fixed and floating charge over your book debts, we would require your company to obtain a written consent from the debenture holder(s) for a waiver over the said book debts.
 2. Any debt remaining outstanding after the expiry of the Credit Period is to be settled by your company if the Grace Period is not approved by us, failing which we shall not allow any new funding. Profit Rate Tier 2 shall be imposed, in addition to the Profit Rate Tier 1, until such time where full settlement of the Assigned Debt, together with all other incidental charges, are paid.
 3. A formal notification shall be arranged for the factored Customers and all copies of invoice(s) are to bear our Notice of Assignment endorsement as per **Attachment 1** attached herein.
 4. A copy of the monthly statement raised on your factored Customers must be submitted to us for verification.
 5. We reserve the right to conduct an audit on your company's financial records prior to the utilization of facility, if necessary.
 6. We may at any time whatsoever, upon giving notice to the company, vary or amend any term or condition in the Letter of Offer or the Islamic Factoring Agreement with effect from the date specified in the said notice.
 7. Where the amount payable in respect of a Factored Debt is disputed by any Customer for any reason whatsoever, we shall be entitled either to withhold and retain the Advance until payment made in respect of such outstanding invoices are received in full or to utilize the Advance to set-off against such outstanding invoices or outstanding amount(s) from any of your accounts or to treat as set-off such outstanding charges due and owing to any of SA Puncak's holding company, subsidiary company or related or associated company, and treat such set-off as deemed payment of the Advance to the Client.
 8. The amount to be advanced shall be subject to review by us from time to time based on the merits of each case.



9. All Debts to be factored must be undisputed and not subject to the followings:
 - a. Consignment / Cash Sales.
 - b. Payments Terms exceeding 3 months.
 - c. Inter Company Sales.
 - d. Sales involving contra items.
 - e. Sales to companies controlled by the same key personnel as your company.
 - f. Other conditional sales arrangement.
10. Any dispute of factored invoice shall be immediately chargeable against the reserve in your current account with us. You are to reimburse us for any returns, adjustments and modifications which may reduce the value of your factored invoice(s).
11. During collection from your Customers, we will endeavor to maintain the good relationship between your company and the Customers at all times. However, the right to enforce payment under the stipulated terms of sales is our absolute right and we will not hesitate to enforce it where our interest in the debt is in jeopardy.
12. A sum of not less than RM300 shall be chargeable on any application for changes and/or variations approved by us.
13. A sum of RM250 shall be chargeable for any application supported by letter in support of Financial Status / Standing.
14. The facility shall be subject to periodic review from us from the date of our approval or the date of our amended Offer Letter (whichever is applicable).

We reserve the right to immediately amend, cancel or terminate the facility as deems fit at the discretion of SA Puncak Management. A sum of minimum of RM500 shall be chargeable.

Additional
Conditions

1. This offer is subject to further terms and conditions as may be provided in:
 - a. the Drawdown Letter issued by us;
 - b. the respective Islamic Factoring Agreement duly executed by both parties;
 - c. Acceptance Letter duly executed by both parties;
 - d. your requisition of Advance; and
 - e. any other documents that we or our solicitors may require you to execute.



2. In the event of any conflict or inconsistency between the provisions of this Letter of Offer and the respective Islamic Factoring Agreement, that of the respective Islamic Factoring Agreement shall prevail.
3. You shall allow our authorized representative at all reasonable times to inspect such books and records, or any other documents deem necessary.
4. While this facility is in force, you will submit your audited accounts to us for our review not later than 3 months after the end of each accounting year.
5. We further reserve the right to immediately cancel the facility granted herein if any of your other indebtedness to us or to any third party or parties becomes capable in accordance with the relevant terms thereof of being declared due and payable for whatsoever reason or your failure to make any payment in respect thereof on the date for each payment or if due on demand when demanded or the security for such indebtedness become enforceable.
6. You agree herewith not to perform the following throughout the period of the above facilities without prior written consent from us:
 - a. Change in its control, ownership, shareholders, directors or corporate structure and/or undertake a scheme of reconstruction or merger, which would affect the client's business, assets and/or condition.
 - b. Execute further legal charge and debenture in relating to borrowing obtained from financial institution for borrowings obtained by its subsidiary/associate company or by any third party.

Other Matters : The following shall constitute events of default if the Client fails to inform us:

1. on the death or resignation or bankruptcy of any of your Directors/ Guarantors.
2. change in your principal activities.
3. change in composition of your Directors or Management or shareholders.

Notices : 1. Any notice or communication may be in writing and may be delivered personally, by post, telex, cable or facsimile to you at the address herein stated. Proof of posting or dispatch of any notice or communication to you shall be deemed to be proof of receipt:

- a. If personally delivered, at time of delivery; or
- b. If posted, on the second business day after posting; or
- c. In the case of telex or cable, on the business day immediately after transmission; or
- d. In the case of a facsimile or email, on the business day immediately after transmission provided that we have received a confirmation.

2. No change in your address herein stated howsoever brought about shall be effective or binding on us unless actual notice of the change of address has been given to us.
- Service of Legal Process : 1. The service of any legal process may be given by prepaid registered or ordinary post sent to you at the address herein stated and such legal process shall be deemed to have duly served after the expiration of three (3) days from the date it is posted.
2. No change in your address herein stated howsoever brought about shall be effective or binding on us unless actual notice of the change of address has been given to us.
- Personal Data Protection Act 2010 : 1. The Client hereby gives consent to SA Puncak Management and credit reporting agency of its choice to process the data of the Client and its authorized signatories and its directors, partners, proprietors, guarantors of the company or business and in this respect we may:
- a. Conduct credit checks on the Client, its authorized signatories and its directors, partners, proprietors and/ or guarantors with any business entity for bona fide trade checking and/or any credit reporting agencies not or at any future time for any one or more of the legitimate purposes;
 - b. Use the monitoring applications and obtain the new information and updates on the Client and its directors, partners, proprietors and/or guarantors as long as any of the legitimate interest exists;
 - c. Contact the Client with regards to any new offerings of any related products/services by SA Puncak Management and its related Group of Companies;
 - d. Use the Client's data for the purpose of statistical and marketing analysis on the related range of product/services by us.
2. The Client hereby irrevocably agrees and acknowledges that we shall have the unconditional right to suspend, terminate or cancel this facility in the event the required consent from the Client, the directors, partners, proprietors, and guarantors of the company or business cannot be secured by us to enable due diligence processes to be conducted by us.
- Conditions Precedent : 1. Execution and completion of all security and legal documentation.
2. Payment of processing and legal fees including the commodity trading brokerage fee.
3. Payment of costs, charges and expenses including any Late Payment Charges (if any) relating to the facility(ies).
4. Your acceptance of this facility and your undertaking to factor the said contract(s) to us.
5. Notice of Assignment duly acknowledged by the Customers.
6. Such other conditions precedent as we deem fit to impose.



- Documentation Required :
1. A certified copy of your Director's Resolution accepting all the terms and conditions stated in this offer as per the sample in Attachment 2 attached herein.
 2. Specimen signature forms duly completed.
 3. The respectively Islamic Factoring Agreement and Guarantee & Indemnity Agreement executed in the presence of a solicitor in our panel.
 4. Any other documents that SA Puncak or their solicitors may require you to execute.

Kindly indicate your understanding and acceptance of the foregoing by signing the original copy of this letter within seven (7) days from the date thereof, failing which we shall reserve the right to withdraw this offer.

If you have any queries, please do not hesitate to call upon the undersigned for any clarification.

With best regards.

For and on behalf of

SA Puncak Management Sdn. Bhd.


Authorised Signatory
IVANNA LOH
Chief Executive Officer
& Executive Director


Authorised Signatory
RICHARD LIM
Executive Director

We hereby have read all the terms and conditions stipulated in this Letter of Offer and agree to accept the terms and conditions as stated above.

For Agricon Enterprise



Authorised Signatory & Affix Company Stamp

Name : Shah Riman Bin Md Shafei
NRIC No. : 740626-01-6113

AGRICON ENTERPRISE
(JM0417637-M)
1123-A, Jalan Jambu Batu 5,
Taman Muhibah, Saleng
81400 Senai, Johor.
Tel/Fax: 07-5994411 H/P: 019-7158414



Invois ini telah dijual dan pindahmilik kepada
SA PUNCAK MANAGEMENT SDN. BHD.
Sila bayar terus kepada:

SA PUNCAK MANAGEMENT SDN. BHD.
CIMB ISLAMIC BANK BERHAD. AKAUN NO. 86-0412926-4
Cawangan Megamall Mid-Valley, Kuala Lumpur

A/c No: 86-0412926-4



Company Name:
Company Registration No:

BOARD RESOLUTION

Certified Extract of Board Resolution passed on _____ in accordance with the company's *constitution / Articles of Association.

SA PUNCAK MANAGEMENT SDN. BHD. – ISLAMIC PRE-FACTORING AGREEMENT & ISLAMIC FACTORING AGREEMENT ("AGREEMENTS")

- i) That the Company accepts the terms and conditions as stated in SA Puncak Management Sdn. Bhd.'s Letters of Offer dated _____ in relation to the Agreements.
- ii) That the Company accepts any variations of terms and conditions as stated in SA Puncak Management Sdn. Bhd.'s subsequent letter(s) of offer in relation to the Agreements.
- iii) That any One director be and is hereby authorised to sign the Letters of Offer and execute all other relevant documents pertaining thereto for and on behalf of the Company in accordance with the Articles of Association of the company.
- iv) That the Company so execute the Agreements incorporating a power of attorney between the Company and SA Puncak Management Sdn. Bhd.
- v) That authority be and is hereby given for the execution of the Agreements and affixation of the Company's Seal to the Agreements in accordance with the provisions of the Company's Articles of Association.
- vi) That any One (1) Director or any person appointed by the Company be hereby authorised to sign the Schedule of Debts offered for sale to SA Puncak Management Sdn. Bhd.

Director : _____
Name : _____

Company Secretary : _____
Name : _____

Date : _____

