

BRANCH

PLEDGE OF DEPOSIT AS SECURITY FOR FACILITIES

1. In consideration of Bank Dhofar (SAOG) (the Bank) granting or continuing to grant facilities amounting to _____
(Currency and amount in figures)

(the Facilities) to _____ (the Borrower),

I/we _____ (the Pledgor)

herby irrevocably pledge to the Bank funds amounting to _____ (Currency and amount in figures) (_____ (Currency and amount in words)

_____) held as a
[] time deposit [] call deposit [] savings deposit (the Deposit) in Account No. _____ as continuing security
for any indebtedness of the Borrower that may be outstanding from time to time under the Facilities made available by the Bank.

2. For the avoidance of doubt, it is hereby accepted that:

- indebtedness of the Borrower will cover principal, interest, commissions, fees, charges, expenses and any other costs whether actual or contingent, outstanding under the Facilities and all costs including but not limited to legal fees and court fees incurred by the Bank in obtaining or attempting to obtain payment of such outstanding from the Borrower.
- the Pledge will cover the Deposit as well as all interest that accrues thereon.
- where the Deposit is in the form of a time deposit, the Pledge will also cover all roll-overs of the principle and interest and will not be affected by any changes in the composition of the account number of such deposit that takes place at each roll-over as an in-built feature of the Bank's operating system.

3. The Pledgor represents and warrants that:

- (i) the Pledgor holds unfettered title to the Deposit and that no charge, lien, pledge or other security, interest or encumbrance of any type other than this Pledge exists over the Deposit.
- (ii) the Pledgor has the capacity to execute this Pledge and that this Pledge is valid and legally binding on the Pledgor.
- (iii) the execution of this Pledge does not conflict with or result in the breach of any terms of or constitute a default under any agreement to which the Pledgor is a party to or is subject to or by which it or any of its property is bound.
- (iv) no litigation, arbitration or administrative proceedings are presently pending or, to the best of its knowledge, threatened against the Pledgor or the Deposit which might prejudice in any way the rights of the Bank under this Pledge.
- (v) as at the date of this Pledge, the Pledgor is solvent and has not ceased to make payment of any of its debts.
- (vi) the Deposit has been placed with the Bank not for the benefit of or in the interest of the Pledgor but as security for the benefit of the Bank against the Facilities made available to the Borrower.

4. The Pledgor hereby confirms that:

- (i) the Bank is irrevocably authorised to transfer at any time at its absolute discretion all or part of the Deposit and the interest accrued thereon towards settlement of the Borrower's indebtedness without any notification to the Pledgor.
- (ii) the terms of the Pledge shall be binding on the Pledgor notwithstanding any merger, reconstruction or change in the constitution, ownership, management or status of the Pledgor.
- (iii) this Pledge is in addition to and independent of all other obligations of the Pledgor.
- (iv) the Bank's rights under this Pledge are assignable by the Bank without the need for any consent from the Pledgor.
- (v) the Pledgor's obligation and liabilities under this Pledge are not assignable by the Pledgor except with the prior written consent of the Bank.
- (vi) where the Deposit is in the form of a time deposit the Bank is hereby authorised to roll-over the deposit at maturity together with accrued interest on existing terms at the interest rate prevailing on the date of roll-over.
- (vii) the Bank's rights under this Pledge will be unaffected by any variation of the Facilities or its terms or by any other security held in respect of the Facilities.
- (viii) no delay on the part of the Bank in exercising any of its rights or privileges under this Pledge shall operate as a waiver thereof, nor shall any partial exercise of such rights or privileges affect or prevent the further exercise of the other rights or privileges.
- (ix) each of the clauses and provisions of this Pledge is severable and the invalidity or unenforceability of any one or more such clauses shall not affect the remaining clauses.
- (x) This Pledge shall be governed by and construed in accordance with the laws of the Sultanate of Oman and the Pledgor hereby submits to the jurisdiction of the Commercial Court or any successor body thereto provided always that the Bank reserves the right to take proceedings in the courts of any other country or jurisdiction of its choice in which event the Borrower hereby agrees to submit to such other court or jurisdiction.