

IMPORTANT NOTICE: The Borrower is advised to read and understand the terms and conditions of this Charge ("**Terms**"), and if you do not understand any of the Terms, the Borrower is advised to seek CIMB Bank Berhad's clarification on such Terms before executing this Charge.

First Party
(Individual/Company)

LAMPIRAN

I/We, the person(s) described in **Section 1** of the Schedule herein (hereinafter called "the Borrower") have this day charged the Said Land described in the Jadual or Memorandum of Charge and in **Section 2** of the Schedule herein (hereinafter called "**the Said Land**") to CIMB BANK BERHAD (Registration No. 197201001799 (13491-P)) a company incorporated in Malaysia and having its registered office at Level 13, Menara CIMB, Jalan Stesen Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur and having a place of business described in **Section 5** of the Schedule (hereinafter called "**the Bank**") upon the terms and subject to the conditions hereinafter appearing, and DO HEREBY AGREE AND UNDERTAKE with the BANK as follows:-

WHEREAS

- (a) By a Letter of Offer (as defined below) issued by the Bank to the Borrower, the Bank has agreed to grant to the Borrower the Facility upon the terms and subject to the conditions in the relevant Transaction Documents (as defined below).
- (b) It is a term of the Letter of Offer (as defined below) that the Indebtedness (as defined below) is to be secured by this Charge and this Charge shall be executed by the Borrower (as charger) in favour of the Bank in accordance with the terms and subject to the conditions hereinafter contained.

1. DEFINITIONS AND INTERPRETATION

1.1 Unless the context otherwise requires or unless otherwise defined in this Charge, words and expressions shall have the same respective meanings that are ascribed to them in the Letter of Offer, Facility Agreement and General Terms and Conditions.

1.2 Definitions

In this Charge unless the context otherwise requires: -

'BANK' means CIMB Bank Berhad (Registration No. 197201001799 (13491-P)) and shall include its successors in title, assigns, and persons deriving title thereunder.

'BASE LENDING RATE' means the rate of interest per annum prescribed by the Bank (and as varied from time to time subject to the terms of the Letter of Offer, Facility Agreement and General Terms and Conditions at the discretion of

the Bank) as an indicator rate against which rates of interest for loans made in Ringgit Malaysia to customers of the Bank or the rate (by whatever name called) that is from time to time quoted by the Bank as its base lending rate.

'BORROWER' means the person or persons described in **Section 1** of the Schedule hereto and includes his/her/their/its personal representatives, successors in title, permitted assigns and persons deriving title thereunder, as the case may be.

'CHARGE' means this legal charge and includes any instrument supplemental to or which is expressed to be collateral or entered into pursuant to or in accordance with the terms of this legal charge duly executed by the Borrower as security for the Facility and the Indebtedness.

'DEFAULT RATE' means the default rate of interest specified in the Letter of Offer, Facility Agreement and General Terms and Conditions and includes, such other rate or rates which the Bank may prescribe from time to time.

'ENCUMBRANCE' means any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, preferential right or trust arrangement or other encumbrance, security agreement or arrangement of any kind or any right conferring a priority of payment.

'EXPENSES' means all interest, commission, fees, and legal and other costs, charges and expenses, in each case on a solicitor and own client basis, which the Bank may charge or incur arising from or in relation to: -

- i. the Borrower or this Charge;
- ii. the preparation negotiation and creation of this Charge;
- iii. the Said Land; and/or
- iv. any breach of any provision of, and the protection, realisation or enforcement of, this Charge.

'EVENTS OF DEFAULT' means any of the events or state of affairs specified in Clause 9 hereof and the Transaction Documents or any other event rendering the Facility, interest thereon and/or any other moneys owing by the Borrower under or pursuant to the respective Letter of Offer, Facility Agreement and General Terms and Conditions, immediately due and payable to the Bank.

'FACILITY' means the facility or facilities stated in the Letter of Offer to be granted by the Bank to the Borrower subject to the terms and conditions of the Transaction Documents and where the context so requires or admits, references to the Facilities shall be construed as a reference to one or more of the Facilities or all the Facilities and "Facility" shall be construed accordingly.

'FACILITY AGREEMENT' means the agreement executed between the Borrower and the Bank on the date as stated in **Section 6** of the Schedule, relating to the Facility upon the terms and conditions as set out therein and shall include any variation, amendment or extension thereof or supplement thereto from time to time.

'GENERAL TERMS AND CONDITIONS' means the general terms and conditions in respect of this Facility as set out in the Bank's website at www.cimb.com.my/en/business/general-terms-conditions.html.

'INDEBTEDNESS' means the aggregate of all monies, whether principal, interest, capitalized interest, commission, commitment fees, cost, charges, fees or other monies due, outstanding or payable or agreed to be payable by the Borrower and /or any Security Party to the Bank from time to time whether solely or jointly with any other person and whether as principal or surety and includes all liabilities, obligations and indemnities whether present or future or actual or contingent for the repayment and payment of all or any monies by the Borrower and/or Security Parties in respect of or arising from the Facility or future facilities to be granted by the Bank to the Borrower, at any time and from time to time, and shall include any part thereof.

'INSURED RISKS' means fire, storm, lightning, earthquake, explosion, aircraft, riot, civil commotion, malicious damage, impact, terrorism, aircraft and other aerial devices or articles dropped therefrom, tempest, flood, bursting and overflowing of water tanks, apparatus or pipes, and damage by or resulting from vehicular impact, and such other risks as the Bank shall approve including demolition and site clearance costs and expenses, architects surveyors and other professional fees and all other incidental expenses.

'LETTER OF OFFER' means the letter of offer issued by the Bank to the Borrower on the date as stated in **Section 4** of the Schedule, and includes any supplementals, amendments, variations or additions thereto.

'PREVAILING INTEREST RATE' means the interest rate specified in the Letter of Offer, Facility Agreement and the General Terms and Conditions and which expression shall, where the context so permits, include any and such other rate which the Bank may from time to time prescribe.

'SAID LAND' means the strata title, freehold, leasehold or immovable land described in **Section 2** of the Schedule hereto and any part or parts of it, including all rights attached or appurtenant to it and all buildings, fixtures, fittings, plant and machinery from time to time situate on it pursuant to an agreement executed on the date as stated in **Section 4** of the Schedule hereto. It shall include common properties and all other structures or fixtures connected adjacent to and/or relating to the said Land and by virtue of the Land (Subsidiary Title) Enactment 1972 for land in Sabah or Strata Titles Act 1985, the Strata Management Act 2013 or Strata Title Ordinance 1995.

'SECURITY DOCUMENTS' means the agreements and documents in respect of the Security Interest.

'SECURITY INTEREST' means any guarantee, mortgage, pledge, lien, right of set-off, sale with right of retention (other than a lien, right of set-off or sale with right of retention arising by operation of law and in the normal course of business), charge (whether legal or equitable, fixed or floating), assignment, debenture, hypothecation, deposit, insurance policy and/or any security interest of any kind (including without prejudice any "hold-back" or "flawed assets" arrangement title retention, assignment or transfer by way of security, sale and lease-back, sale and repurchase on credit terms) and/or any other arrangement having substantially the same legal or economic effect as any of the foregoing, and "secured" shall be construed accordingly.

'SECURITY PARTIES' means the Borrower and any persons presently or in future executing or providing any Security Interest and/or any form of security to the Bank for payment of the Indebtedness, and any reference to the Security Party includes references to any of them.

‘TRANSACTION DOCUMENTS’ means the Letter of Offer, the Facility Agreement, the General Terms and Conditions, this Charge, the other Security Documents and such other documents and agreements as may be required by the Bank in relation to the Facility.

1.3 Interpretation

In this Charge: -

- (a) references to clauses, sections and schedules are to be construed as references to the clauses sections and schedules of and to this Charge;
- (b) references to any provisions of this Charge or to any other document or agreement are to be construed as references to those provisions or that document or agreement as is in force for the time being and as amended, varied, supplemented, substituted or novated from time to time;
- (c) words importing the singular are to include the plural and vice versa and words importing the masculine gender include the feminine and neuter genders and vice versa;
- (d) references to a person are to be construed to include references to a corporation, firm, partnership, joint venture, unincorporated body of persons, individual or any state or any agency of a state, whether or not a separate legal entity;
- (e) references to any statutory provision are to be construed as references to that statutory provision as amended, supplemented, re-enacted or replaced from time to time (whether before or after the date of this Charge) and are to include any orders regulations instruments or other subordinate legislation made under or deriving validity from that statutory provision;
- (f) the term "principal" shall include all sums and moneys whatsoever advanced or paid to or on behalf of the Borrower by the Bank or otherwise howsoever payable by the Borrower to the Bank pursuant to this Charge (whether or not the same shall form part of the Facility) and the term "interest" includes interest at the Prevailing Rate, the Default Rate or such other rate or rates as the Bank may at its discretion determine from time to time on all such sums and moneys aforesaid and accordingly the expressions "Facility", "principal" or "interest" include all such sums and moneys and interest thereon as aforesaid;
- (g) clause headings are for ease of reference only and are not to affect the interpretation of this Charge;
- (h) any liberty or power which may be exercised or any determination which may be made hereunder by the Bank may be exercised or made at the Bank's discretion;
- (i) the words "herein", "hereinafter", "hereinbefore", "hereof", "hereunder" and other words of similar import shall refer to this Charge as a whole and

not to any particular provision;

- (j) the words "moneys", "ringgit", "dollar" and the symbol "RM" shall be construed as Malaysian currency;
- (k) the words "National Land Code" means the National Land Code 1965 for land in West Malaysia, the Sarawak Land Code (Cap 81) for land in Sarawak or/and the Sabah Land Ordinance (Cap 68)) for land in Sabah;
- (l) the Schedule hereto shall form an integral part of this Charge and shall be taken, read and construed as an essential part hereof;
- (m) where the 'Borrower' consists of two or more parties: -
 - (i) such expression shall in this Charge mean and include such two or more parties and each of them or (as the case may require) any of them;
 - (ii) all charges, agreements and undertakings expressed or implied on the part of the Borrower in this Charge shall be deemed to be joint and several charges, agreements and undertakings by such parties;
 - (iii) each shall be bound even if any other of them intended or expressed to be bound by this Charge shall not be so bound; and
 - (iv) the Bank may release or discharge any one or more of them from all or any liability or obligation under this Charge or may make any arrangement or composition with any such person without thereby releasing any other or others of them or otherwise prejudicing any of its rights under this Charge or otherwise.

2. UNDERTAKING TO PAY

2.1 The Borrower undertakes with the Bank: -

- (a) that the Borrower will repay to the Bank on the date set out in a demand or notice, the Facility together with such accrued interest thereon as at the date of demand together with further interest accruing thereon from the date of demand at the Default Rate and all other moneys owing or payable under the terms of this Charge. Until such demand the Borrower will repay the Facility and interest as per the terms of the Transaction Documents.
- (b) that in the event that any one of the Borrowers is declared a bankrupt or is already a bankrupt at the time of the Facility and the Bank does not realise this Charge within six (6) months from the date of the receiving order, the other Borrower who is not bankrupt hereby agrees to pay the full interest outstanding in respect of the Facility at the Prevailing Interest Rate and/or the Default Rate (as the case may be) and the Bank is entitled to recover the same under this Charge in spite of Section 8 (2A) of the Insolvency Act 1967.
- (c) to pay all such sums and moneys as are or may become payable by the Borrower under this Charge including all costs, charges and expenses.

2.2 Despite anything contained in this Charge or in the Transaction Documents and subject to the terms of this Charge, the Facility and any moneys payable by the Borrower to the Bank under this Charge and interest thereon as herein provided shall continue for all purposes to be repayable in full on demand.

3. SECURITY

3.1 The security created under this Charge is expressly intended to be and shall be a continuing security for the repayment and payment not only of the Facility but also of the Indebtedness, in spite of the fact that the account or accounts of the Borrower with the Bank shall cease to be current or any settlement of account or accounts or other matter or thing whatsoever, and shall be in addition to and shall not prejudice or affect or be prejudiced or affected by any security relating to the Said Land or to any other land or any other security which the Bank may now or at any time in the future hold in respect of the Indebtedness or any of them, and shall continue in full force and effect as a continuing security until discharged.

3.2 The continuing nature of security hereby created shall not be determined or affected by notice to the Bank of the death or mental incapacity or the winding up of the Borrower.

3.3 The restriction of consolidation under Section 245 of the National Land Code 1965 shall not apply to this Charge. For land in Sabah and Sarawak, there is no restriction on the Bank's right of consolidation. It is expressly agreed and declared that unless the Bank otherwise agrees, this Charge shall not be discharged except on payment by the Borrower of not only all monies secured hereby but also all monies secured by any other charge created by the Borrower in favour of or vested in the Bank.

3.4 If the Bank shall determine that further or additional security is required from the Borrower to secure the Facility or Indebtedness for reasons due to any increase in the liabilities, commitment and/or obligations of the Bank under the Transaction Documents or there has occurred or is likely to occur any dilution, reduction, decrease or failure in any security interest created by the Borrower in favour of the Bank, the Borrower, shall upon receipt of prior written notice from the Bank, execute in favour of the Bank or as the Bank shall direct, such further legal or other mortgages, charges, debentures, assignments, transfers, agreements or other assurances as the Bank shall require of and on all the Borrower's rights, title and interests in any land or assets or business now belonging to or which may hereafter be acquired by or belonging to the Borrower (including any vendor's lien) and the benefit of all licences held in connection therewith, at the cost of the Borrower.

3.5 The Borrower shall at the request of the Bank, deposit with the Bank the document of title of any or all immovable properties vested in the Borrower for any tenure and all or any debentures, shares, stocks or other investments or securities registered in the name of the Borrower or otherwise belonging to the Borrower. 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 and not secured hereby.

3.6 The Bank shall have custody and possession of the issue document of title in respect of the Said Land.

3.7 Insofar as the law shall permit the application of Section 244 (2) of the National Land Code 1965 with regard to the production of any issue document of title or duplicate lease on the written request of the proprietor or lessee, at any land registry or land office, this shall be restricted to instances where the production of any document is required for purposes of any action or matter initiated or instituted by the Government or any government authority, department or officer and not where such document is required for any purpose or to effect any transaction conducted or initiated by the Borrower AND nothing contained or expressed in the said Section 244 (2) shall be deemed to give consent of the Bank (whether express or implied) to any act or transaction requiring the consent of the Bank. For land in Sabah and Sarawak any provision of such document(s) by the Bank shall be restricted to instances where the production of any document is required for purposes of any action or matter initiated or instituted by the Government of any government authority, department or officer and not where such document is required for any purpose or to effect any transaction conducted or initiated by the Borrower.

4. CAPITALISATION OF INTEREST

4.1 Without prejudice to the rights of the Bank to treat any failure to pay interest as a breach of the terms of this Charge and of the Transaction Documents, the interest on any moneys for the time being hereby secured including capitalised interest shall on the date of the same becoming due and at the end of every rest period thereafter be capitalised and added for all purposes to the principal sum then owing and shall thereafter bear interest at the Prevailing Interest Rate or as the case may be, the Default Rate and be secured and payable accordingly and all undertakings and conditions contained in or implied under this Charge and all powers and remedies conferred by law or under this Charge shall equally apply to such capitalised arrears of interest and to interest on such arrears. The rate of interest chargeable shall be as prescribed by the Bank from time to time.

4.2 The right of the Bank to charge capitalised interest shall subsist and continue to subsist: -

- i. despite the issue and/or service of a demand for payment of moneys or any of the moneys hereby secured; and/or
- ii. despite that the relationship of banker-customer between the parties hereto shall have ceased ; and/or
- iii. before as well as after any judgment entered against the Borrower and/or any order made for the sale of the Said Land.

5. DISCHARGE

If the Borrower shall pay to the Bank the Indebtedness, the Bank at the request and cost of the Borrower will duly discharge this Charge but without prejudice to the rights and remedies of the Bank against the Borrower in respect of any antecedent claim or breach of covenant.

6. RESTRICTIONS

6.1 The Borrower shall not without the prior written consent of the Bank: -

- (a) create or permit to subsist or arise any Encumbrance or any right or option on the Said Land or any part thereof or agree to do any of the foregoing;
- (b) sell, convey, assign, transfer or otherwise howsoever deal with the Said Land or any interest therein or otherwise part with or dispose of any Said Land or assign or otherwise dispose of any moneys payable to the Borrower in relation to Said Land or agree to do any of the foregoing;
- (c) grant any lease or tenancy over the Said Land or agree to do any of the foregoing;
- (d) part with or share possession or occupation of the Said Land or any part of it or grant any tenancy or licence to occupy the Said Land or agree to do any of the foregoing;

6.2 It is expressly agreed and declared that the provisions of section 251 of the National Land Code 1965 where it is stated that the Bank, as chargee will not without reasonable cause withhold its consent to the granting by the Borrower of any lease or tenancy, shall not apply to this Charge. For land in Sabah and Sarawak the Borrower will not lease, let out, grant any licence or otherwise howsoever part with the possession or make or accept the surrender of any lease whatsoever of or in respect of the said land or any building, fixture, structure, crops or plants thereon or any part thereof, to any person, firm or company without the consent in writing of the Bank first had and obtained.

7. UNDERTAKINGS BY THE BORROWER

The Borrower undertakes with the Bank at all times during the continuance of this security: -

(a) Repair

To keep the buildings, installations and structures (whether fully built or in course of construction) and all fixtures and fittings therein or thereon and other erections from time to time upon the Said Land, in good and tenantable repair and condition and fully protected from damage or deterioration as a result of weather or malicious damage or any other cause, and to replace any fixtures and fittings which have become worn out or otherwise unfit for use by others of a like nature and equal value.

(b) Insurance

- (i) to keep the Said Land and all buildings, installations and structures and all fixtures and fittings situate thereon and other erections, insured in their full replacement value for the time being against loss or damage by the Insured Risks with such insurance company as the Bank may approve or from time to time select and on such terms as the Bank shall approve and

including a specific assignment of the Policy for the benefit of the Bank and if available a Bank protection clause whereby the insurance effected will not be vitiated or avoidable as against a chargee in the event of any misrepresentation act or neglect or failure to disclose on the part of the Borrower or the insured party (if not the Borrower), with the Bank named as the sole payee of the policy proceeds. PROVIDED ALWAYS that where there is a Management Corporation Insurance Policy (with respect to flats, apartments and condominiums), the Bank may accept such insurance over the Said Land.

- (ii) to punctually pay all premiums (and other moneys) in respect of such insurances and on demand to deliver to the Bank the policy or policies of all such insurances and the receipt for every such payment, and all moneys received under any policy or policies of insurance whether maintained or effected by the Borrower, the Bank or by a third party and whether or not in pursuance of the Borrower's obligations under this Charge shall be applied, at the Bank's option, either in making good the loss or damage to the Said Land (any deficiency being made good by the Borrower) or towards the discharge of the Indebtedness and any such moneys received by the Borrower shall be held by the Borrower on trust for the Bank accordingly.
- (iii) to comply with the terms and conditions of any policy of insurance on the Said Land or in accordance with this Clause and not to do or omit to do any thing whereby any such insurance may become void or voidable wholly or in part.
- (iv) the Bank may in its discretion take one, maintain or renew any such insurance in respect of the Said Land against such of the Insured Risks as the Bank may reasonably determine and any cost and expense so incurred shall be for the account of the Borrower. The Borrower is required to advise the Bank on the amount to be insured on the Said Land and for the purposes of this Charge and Transaction Documents, the Bank will treat the property as adequately insured and shall not be liable to the Borrower in any event of inadequacy of insurance coverage. In the event of the Bank electing to exercise its powers hereunder, the Borrower will not take out, or if already taken out will forthwith discontinue, any insurance on the Said Land in respect of such of the Insured Risks as have been insured by the Bank.
- (v) The Bank may retain for its own benefit any commission or profit paid or allowed to the Bank in respect of the taking of such insurance as is mentioned above.

(c) Outgoing

To punctually pay when due all rents including quit rent, assessments, taxes, charges, duties, impositions and other outgoing whatsoever charged, assessed, levied or imposed upon the Said Land or upon the owner or occupier thereof or payable in respect of the Said Land and to produce to the Bank upon demand all receipts for such payment.

In the event that Borrower fails to pay any money herein covenanted to be paid, it shall be lawful for but not obligatory upon the Bank to pay the same or any part thereof and all monies expended by the Bank as determined by the Bank (which determination shall be conclusive and binding on the Borrower) in maintaining or carrying such monies expended from the date of demand shall be recoverable from the Borrower and shall be paid on demand being made by the Bank and until payment thereof shall form part of the Indebtedness.

(d) Undertakings, restrictions

To perform and observe all conditions, undertakings, restrictions, stipulations, provisions, and category of land use, whether express or implied, imposed upon relating to or affecting the Said Land or the use or enjoyment of it or to which the Said Land is subject.

(e) Alterations

Not without the previous written consent of the Bank to demolish, or remove any building, installation or structure for the time being on the Said Land, or erect or make on the Said Land any building, installation, structure or alteration or a change of use thereof, or cause the Said Land to be devalued or diminished in any manner whatsoever.

(f) User of the Said Land

Not to use the Said Land or any fixture or any building upon the Said Land for any purposes other than those for which the same has been intended, nor to store or bring upon the Said Land any articles of a specially combustible, inflammable or dangerous nature, nor to do or permit or suffer to be done anything by reason whereof any policy or policies of insurance referred to in herein may be rendered void or voidable. Upon receipt of a notice in writing from the Bank that it is of the opinion that any usage by the Borrower of the Said Land or any structure or fixture thereon or any part thereof whether by reason of overcrowding or is calculated to affect adversely the security of the Bank, the Borrower shall forthwith discontinue such usage.

(g) Right of entry

To permit representatives of the Bank with or without workmen or others to enter the Said Land at all reasonable times to view the state of repair and condition of the Said Land.

(h) Notices

Within four (4) calendar days of receipt to produce to the Bank a copy of any notice, order, direction, permission or proposal affecting the Said Land or its use or value and to comply immediately with the terms thereof, or if the Bank so requires or approves and at the Borrower's cost, to make such objections, representations against or in respect of such notice, order, proposal, permission or consent as aforesaid as the Bank may require.

(i) Information

To produce to or provide for the Bank such documents or information relating to the Said Land or its development as the Bank may reasonably require.

(j) Statutes

To comply with all obligations imposed under any present or future statute, regulation, order or instrument or under any bye-laws, regulations or requirements of any competent authority or approvals licences or consents relative to the Said Land or its use or enjoyment.

(k) Indemnity

To keep the Bank fully and effectively indemnified from and against all actions, proceedings, costs, charges, claims, demands, expenses and liabilities (including any taxes and/or legal and other professional fees) whatsoever in respect of any breach or non-observance or non-performance of any obligations warranties or undertakings on the part of the Borrower contained in this Charge or the making good of any such breach or non- observance or non-performance.

8. POWER TO REMEDY

8.1 If the Borrower fails to perform or observe any undertaking or condition in its part contained in this Charge, it shall be lawful for but not obligatory upon the Bank in order to make good such failure in whole or in part and at the Borrower's cost: -

- (a) to enter upon the Said Land with or without workmen and effect such repairs and other works thereon as the Bank considers necessary;
- (b) to take such steps, give such notices, execute such works and do such things as the Bank considers necessary to comply with any requirements of or any notice, order, direction, permission or proposal, given, served or made under the National Land Code or any other written law or otherwise affecting or likely to affect the Said Land or its value;
- (c) to admit, settle, liquidate, compound or contest in such manner as the Bank thinks fit any claim or liabilities in relation to the Said Land whether or not the Bank is expressly indemnified in this Charge against the same;
- (d) to make at the expense of the Borrower such payments and expend or debit in account such moneys as the Bank considers necessary.

8.2 No exercise by the Bank of the powers created herein shall make the Bank a chargee in possession.

9. EVENTS OF DEFAULT

9.1 If any of the events specified as events of default in the relevant Transaction Documents and/or any of the following events shall occur, then the whole of the Indebtedness shall become immediately due and payable at any time on demand by the Bank, and the Bank shall cease to be under any further obligations to the Borrower: -

- (a) the Borrower fails to pay any part of the Indebtedness when due;
- (b) the Borrower commits any breach of or fails to observe or perform any of the undertakings or any other provision of this Charge;
- (c) any representation or warranty made or deemed to be made or repeated by the Borrower prior to in or pursuant to this Charge is or proves to have been untrue or incorrect when made or when deemed to be repeated with reference to the facts and circumstances existing at such time;
- (d) if the Bank decides in its discretion that the continuation of the Facility or any part thereof would be likely to be detrimental to its own position or otherwise undesirable or that its security hereunder is inadequate or in jeopardy or that any event or events has/have occurred or a situation exists which could or might prejudice the Borrower's obligations hereunder in accordance with the terms hereof or any of the Transaction Documents as the case may be;
- (e) an order for compulsory acquisition requisition of the Said Land or any part thereof is made and confirmed;
- (f) the Said Land shall be so severely damaged by fire or other cause as to be unlikely in the opinion of the Bank to be tenantable;
- (g) notice shall be received by the Bank of determination or revocation of any guarantee in respect of the obligations of the Borrower to the Bank; or
- (h) if any of the Transaction Documents cannot be perfected or the Charge cannot be registered or is invalid.

9.2 The happening of any of the above events in relation to any obligations of the Borrower to the Bank under any of the Transaction Documents or this Charge shall be deemed to be an Event of Default for all the purposes of this Charge.

9.3 Despite anything contained in any other provision of this Charge or in any written document or communication between the parties or in the Transaction Documents, including any provision relating to the repayment of the Facility, it is expressly agreed that the failure by the Borrower to repay the Facility upon a demand by the Bank made pursuant to clause 2.1(a) hereof shall constitute an Event of Default.

- 9.4 In the event of any breach by the Borrower of any of the agreements, terms, stipulations and/or undertakings herein and on the part of the Borrower to be observed and performed, , the Borrower shall on receipt of a written notice from the Bank, remedy the said breach within a period of one (1) month from the date of the said notice and/or any other period allowed for by law, and service of such notice shall be effected in the same manner as a notice demanding payment of the balance due as herein provided.

10. ENFORCEMENT

- 10.1 Upon the occurrence of any Event of Default the Bank shall be entitled to exercise such rights as the Bank may have under the Charge and any of the Transaction Documents or at law including without limitation all or any of the rights and powers following: -

- (a) the right to enter and take possession of the Said Land or any part or parts thereof;
- (b) the right to let, lease or demise the Said Land or any part or parts thereof for such tenancy or term of years at such rent and generally upon such terms as the Bank in its discretion shall think fit;
- (c) the right and power to sell the Said Land by public auction or private treaty as the absolute unencumbered owner thereof at such price or prices and in such manner as the Bank shall in its discretion think fit, free from any interest of the Borrower hereunder or otherwise, and the right to bid at any such sale;
- (d) the right to sue and institute by way of civil suit or action for the recovery of the Facility, interest thereon and all other Moneys payable hereunder, whether before first realising the Said Land or otherwise or concurrently with any of the other rights and remedies of the Bank herein or at law.

AND the Borrower shall and hereby expressly agrees and undertakes to do and execute all acts, deeds, instruments and things which the Bank may require or stipulate for the purpose of effecting and/or completing anything and/or any transaction mentioned in this Clause herein but without prejudice to the powers or the rights of the Bank in its capacity as chargee herein.

- 10.2 All moneys received by the Bank from any proceedings instituted or steps taken under this Charge or any other Transaction Documents (if any) shall be applied by the Bank: -

FIRSTLY to pay for all costs, charges and expenses incurred (including court costs and solicitors' fees) and payments expended or incurred by the Bank in the enforcement of this Charge or any other Transaction Documents (if any) and any other taxes payable under any written law for the time being in force on the disposal of the Said Land.

SECONDLY to pay to the Bank all amounts payable under the Transaction Documents and/or this Charge other than principal and interest.

THIRDLY to pay to the Bank in full, the aggregate accrued but unpaid interest pursuant to the Transaction Documents under the Facility.

FOURTHLY to pay to the Bank the principal amounts due and remaining unpaid under the Transaction Documents or under the Facility.

FIFTHLY to pay to such persons entitled thereto the surplus, if any.

PROVIDED ALWAYS THAT if the Bank shall be of the opinion that the security may prove deficient payments may be made to the Bank on account of principal before interest but such alteration in the order of payment shall not prejudice the right of the Bank to receive the full amount to which it would have been entitled if the primary order had been observed or any lesser amount which the sum ultimately realised from the security may be sufficient to pay.

10.3 The Bank shall have the right to concurrently exercise all or any of the rights and remedies available to the Bank whether by this Charge or at law or otherwise including without limitation the right to pursue its remedies of sale and possession pursuant to Chapter 3 and Chapter 4, Part Sixteen, Division IV of the National Land Code relating to remedies available to chargees in respect of the sale, lease and/or possession of land and the right to recover by civil suit all moneys however due and owing by the Borrower or any other person(s) to the Bank.

10.4 Without prejudice to any other remedies available to the Bank, if the amount realised by the Bank on the sale of the said Land, whether pursuant to the provisions of this Charge or under Chapter 3, Part Sixteen, Division IV of the National Land Code relating to remedies available to chargees in respect of the sale and/or lease of land or otherwise, after deduction and payment from the proceeds of such sale of all expenses, dues, costs, rents, rates, taxes and other outgoing on the said Land and all expenses incurred in connection with the making and carrying into effect the sale, whether at such sale the Bank is the purchaser of the said Land or otherwise, is less than the amount due to the Bank hereunder, the Borrower shall pay to the Bank the difference between the amount due and the amount so realised, and until payment the Borrower will also pay interest on such balance at the Default Rate (as well after as before any Court Order or Judgment and as well after as before the sale of the Said Land).

11. BANK'S LIABILITY

The Bank shall be under no obligation to take any steps or institute any proceedings for the recovery of the several debts and moneys hereby charged.

The Bank shall not be liable to the Borrower or any other person or any costs charges, losses, damages, liabilities or expenses arising from or connected with any realisation of the Said Land unless they are caused directly by the Bank's fraud, gross negligence or willful breach of its obligations under this Charge or the Transaction Documents.

Despite anything to the contrary in this Charge, the Bank and/or any of its officers and employees shall not be liable for any indirect, incidental, consequential and/or

secondary loss or damage, including any loss of profits or income, savings, opportunity loss, expectation loss, reliance loss or pure economic loss and any exemplary or punitive damages which may be suffered or incurred by the Borrower or any third party directly or indirectly, even if the Bank has been notified of the possible damages or any claim against the Borrower or the third party.

12. PROTECTION OF THIRD PARTIES

Any purchaser or any other person dealing with the Bank or purchasing the Said Land at a public auction shall not be concerned to enquire whether the Indebtedness have become payable or whether any power which it is purporting to exercise has become exercisable or whether any money is due under this Charge or as to the application of any money paid, raised or borrowed or as to the propriety or regularity of any sale by or other dealing with the Bank or the Court.

13. POWER OF ATTORNEY

The Borrower hereby irrevocably appoints the Bank and/or Manager and/or the officer in charge for the time being of the Bank, as Attorney of the Borrower, for the Borrower and in the Borrower's own name or on the Borrower's behalf, to do and execute, seal and deliver and otherwise perfect, any deed, assurance, agreement, instrument or act which may be required or may be deemed proper by the Bank, including to sell, transfer, exchange or otherwise dispose of the Said Land by private treaty.

The Borrower undertakes at all times to ratify whatsoever the Attorney shall lawfully do or cause to be done in or concerning the Said Land by virtue of this Power of Attorney. The Power of Attorney hereby granted is irrevocable and given for value as part of the security constituted by this Charge.

14. REPRESENTATIONS AND WARRANTIES

14.1 The Borrower hereby represents and warrants to the Bank as follows: -

- (a) that this Charge and the Transaction Documents constitute the legal, valid and binding obligations of the Security Parties in accordance with the terms and conditions thereunder;
- (b) that the execution, delivery and performance of this Charge and the Transaction Documents by the Security Parties: -
 - (i) will not violate the provisions of any law or regulation or any order or decree of any governmental authority, agency or Court to which the Security Parties are subject;
 - (ii) will not violate the provisions of any mortgage, contract or other undertaking or instrument to which the Security Parties are party or which is binding upon the Security Parties;
 - (iii) will not result in the creation or imposition of, or any obligation to create or impose, any Encumbrance on any of the Security Parties' assets or revenues pursuant to the provisions of any mortgage contract, debenture or other undertaking or instrument;

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- (c) that all consents, approvals, authorisations of any relevant authority which are required on the part of the Security Parties or which are advisable for or in connection with the execution, delivery, performance, legality and enforceability of the Transaction Documents have been obtained and are in full force and any conditions contained therein or otherwise applying thereto have been complied with;
- (d) that the Security Parties are not in default under any agreement to which the Security Parties or any one of them is/are a party or by which the Security Parties or any one of them may be bound and no litigation, arbitration or administrative proceedings are presently current or pending or threatened which default litigation, arbitration or administrative proceedings as the case may be might materially affect the solvency of the Security Parties and might impair the Security Parties' ability to perform the Security Parties' obligations hereunder;
- (e) that the Borrower and the other Security Parties have the full and absolute power, right and authority to execute this Charge and the other Transaction Documents and that there is and shall be no person or party having priority over the Bank in respect of the Said Land and/or the Transaction Documents, save and except as the Bank may agree in writing in its discretion;
- (f) if the Borrower or any of the other Security Parties is/are a corporation: -
- (i) the Borrower and/or the other Security Parties are duly incorporated under the relevant law;
 - (ii) all requisite corporate shareholders or other approvals for the execution of this Charge and the other Transaction Documents have been obtained;
 - (iii) the Borrower and/or the other Security Parties are empowered to execute this Charge and/or the other Transaction Documents under their respective constitutive documents;
- (g) that all the particulars and declarations furnished, provided or made by the Borrower and/or the other Security Parties in respect of the Borrower's application for the Facility are true, accurate and correct in all respects.
- 14.2 The Borrower acknowledges that the Bank has accepted this Charge on the basis of, and in full reliance upon, the aforesaid representations and warranties, which will be correct and complied with in all material respects so long as this Charge shall remain in force and each of the above representation and warranties will be correct and complied with in all material respects so long as the Facility shall remain available.
- 14.3 The truth and correctness of all the matters stated in the representations and warranties herein contained shall form the basis of the Bank's commitment to make available or continue to make available the Facility to the Borrower. If any such representations and/or warranties made shall at any time hereafter be found to have been incorrect in any material respect then and in such event and in spite of anything to the contrary hereunder the Bank shall have the right at its discretion to review, suspend, recall or terminate the Facility or any

part thereof.

15. COSTS AND EXPENSES

15.1 The Borrower shall, on demand and on a solicitor and own client basis, pay to the Bank: -

(a) the amount of all costs and expenses (including legal and out-of-pocket expenses and any service or other taxes on such costs and expenses) which the Bank incurs in connection with: -

(i) the preparation, negotiation, execution and delivery of this Charge and any related document;

(ii) the stamping or registration of this Charge;

(iii) any actual or proposed amendment of or waiver or consent under or in connection with this Charge;

(iv) any discharge or release of this Charge;

(v) the presentation or exercise (or attempted presentation or exercise) of any rights under or in connection with, and the enforcement (or attempted enforcement) of, this Charge and any related document;

(vi) obtaining payment of the Indebtedness;

(vii) dealing with or obtaining advice about any other matter or question arising out of or in connection with this Charge and the Transaction Documents;

(b) all other moneys paid by the Bank in perfecting or otherwise in connection with this Charge or in respect of the Said Land including without limitation all moneys expended by the Bank under clause 8.

15.2 Such costs, expenses and other moneys shall be recoverable from the Borrower as a debt and may be debited to any account of the Borrower and shall bear interest accordingly at the Default Rate and shall be charged on the Said Land.

16. SET-OFF

16.1 The Bank may, upon giving the Borrower not less than seven (7) calendar days' prior written notice, apply any credit balance whether or not then due and in whatever currency which is at any time held by any office or branch of the Bank for the account of the Borrower in or towards satisfaction of the Indebtedness or any of them.

16.2 The Bank is not obliged to exercise any of its rights under this Clause, which shall be without prejudice and in addition to any rights under the general law.

16.3 In this Clause 'right under the general law' means any right of set-off, combination or consolidation of accounts, lien or similar rights which the Bank has under any applicable law.

17. SERVICE OF NOTICES AND PROCESS

17.1 Any notice required to be issued shall be in writing and shall be deemed to have been sufficiently served on the Borrower if it notified via the Bank's website, displayed on the Bank's premises, is left at the usual or last known address of the Borrower in accordance with the records kept by the Bank, or at the address abovestated of the Borrower, or sent by ordinary mail to any of such addresses or facsimile or sent by email or other electronic or internet communication including short messaging service (SMS) or such other means as the Bank may determine from time to time. Proof of posting or despatch of any notice or communication to the Borrower shall be deemed to be proof of receipt by the Borrower:

- (a) if it is personally delivered, at the time of delivery;
- (b) in the case of ordinary post, seven (7) days after date of posting (save where such notice or communication is return undelivered to the Bank);
- (c) if displayed at the Bank's premises and/ or Bank's website, and deemed effective upon such display being made;
- (d) in the case of an, email or other forms of electronic or internet communication (including short messaging system (SMS) and voice recording, at the time they are sent, or
- (e) in the case of facsimile, on the Business Day immediately after transmission, provided that the sender has received an answer back confirmation.

No change in the address for service of the Chargor howsoever brought about shall be effective or binding on the Bank unless actual notice in writing of such change has been received by the Bank.

17.2 In addition to and not in derogation of any mode of service that may be permitted or prescribed by any written law, in the event legal proceedings are instituted by the Bank against the Borrower the originating process shall be deemed to have been duly served on the Borrower: -

- (a) if the originating process is sent by hand, at the time a copy of the originating process is left at the address of the Borrower stated herein;
- (b) if the originating process is sent by prepaid registered post, on the 7th day (including the day of posting) from the date the originating process is put into post addressed to the Borrower at the address of the Borrower herein stated.

17.3 Despite the foregoing the Bank or its solicitors or agents may serve any notice or documents on the Borrower (or to any person entitled by law to accept service on behalf of the Borrower) in the manner specified under Rule 8 of Land Rules enacted under the Sabah Land Ordinance (Cap 68).

(* Not applicable in Sarawak)

18. TRANSFERS

- 18.1 The Bank may, for the purpose of facilitating its business, operations, services or such other events or such other things as the Bank may reasonably determine, assign and/or transfer the rights, benefits, interest and/or obligations under this Charge to any person by notice to the Borrower.
- 18.2 The Borrower may not assign or transfer any of its obligations under this Charge or enter into any transaction, which would result in any of those obligations passing to another person.

19. SUSPENSE ACCOUNT AND APPROPRIATION OF PAYMENTS

- 19.1 Any money received hereunder may be placed and kept to the credit of a suspense account for such period as the Bank shall deem fit pending the determination by the Bank as to how the monies are to be applied towards discharge of any money or liabilities due or incurred by the Borrower to it. Despite any such payment, in the event of any steps, application, petition, or order for any voluntary arrangement, judicial management, scheme of compromise, arrangement, reorganization, reconstruction or amalgamation has been made or presented proceedings in or analogous to bankruptcy, insolvency, winding up, liquidation, composition or arrangement, the Bank may prove for and agree to accept any dividend or composition in respect of the whole or any part of such money and liabilities in the same manner as if this security had not been created.
- 19.2 All and any monies received by the Bank towards payment or repayment or prepayment to be appropriated shall be applied by the Bank in accordance with the terms of this Charge and the Transaction Documents.

20. GOVERNMENT ACQUISITION

- 20.1 Without prejudice to the provisions of Clause 9.1(h) hereinbefore, in the event that the Said Land or any part thereof shall at any time become the subject matter of or be included in any notice, notification or declaration concerning or relating to acquisition by the government or any government authority or any enquiry or proceedings in respect thereof, the Borrower shall forthwith inform the Bank of the same and shall forward to the Bank a copy or copies of any such notice, notification or declaration as soon as the same shall be delivered to or served on the Borrower. The Bank may at the expense of the Borrower to engage such advisers and agents (including solicitors and valuers) as it may think fit for the purposes of appearing or attending at or advising upon any enquiry or proceedings affecting concerning or relating to any such acquisition. All moneys received as or by way of compensation for any such acquisition of the Said Land or any part thereof shall be applied in or towards the discharge or repayment of any moneys or liabilities secured by this Charge and the Borrower shall and hereby declares that the Borrower will hold all moneys if paid to and so received by the Borrower in trust for the Bank and the Borrower agrees and confirms that the Bank may receive and give a good discharge for all such moneys.
- 20.2 In the event of all such moneys aforesaid being less than the amount due to the Bank hereunder including interest and all moneys and other charges due and

payable by the Borrower to the Bank hereunder, the Borrower shall forthwith pay to the Bank the difference between the amount due and the amount so received and until such payment will also pay interest on such difference at the Default Rate or such other rate as the Bank may impose from time to time at its discretion, calculated in the manner then applicable to the moneys hereby or intended to be hereby secured.

21. MISCELLANEOUS

- 21.1 No delay or omission on the part of the Bank in exercising any right or remedy under this Charge shall impair that right or remedy or operate as or be taken to be a waiver of that right or remedy, nor shall any single, partial or defective exercise of any such right or remedy preclude any other or further exercise under this Charge of that or any other right or remedy.
- 21.2 The Bank's rights under this Charge are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and so often as the Bank deems expedient.
- 21.3 Any waiver by the Bank of any of the terms or provisions of this Charge, or any consent or approval given by the Bank under it, shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
- 21.4 If at any time any one or more of the provisions of this Charge is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity nor enforceability of the remaining provisions of this Charge shall be in any way affected or impaired as a result.
- 21.5 Any certificate signed by a Manager or an officer of the Bank as to the outstanding amount of the Facility or of the Indebtedness shall, in the absence of fraud or manifest error, be conclusive and binding on the Borrower as to the amount due under this Charge from the Borrower to the Bank.
- 21.6 The securities, liabilities and/or obligations created by this Charge shall continue to be valid and binding for all purposes whatsoever in spite of any change by amalgamation, reconstruction or otherwise which may be in constitution of the Bank or of any company by which the business of the Bank may for the time being be carried on and shall be available to the company carrying on that business for the time being.
- 21.7 The Bank may, by notice to the Borrower, and without in any way affecting the security hereby created: -
- (a) determine, vary or increase the amount of the Facility or any credit or other facility granted to the Borrower and may open and/or continue any account or accounts current or otherwise with the Borrower at any branch or branches of the Bank;
 - (b) vary or depart the provisions of this Charge and/or the Transaction Documents;
 - (c) grant to the Borrower or to any other person or guarantor any time or indulgence;

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- (d) renew any bills, notes or other negotiable securities;
 - (e) deal with exchange, release or modify or abstain from perfecting or enforcing any securities or other guarantees or rights it may now or at any time hereafter or from time to time have from or against the Borrower or any other person;
 - (f) compound with the Borrower or Guarantor(s) (if any) or any other person;
 - (g) vary from time to time the terms and conditions of the Facility given herein to comply with all relevant rules, decisions and rulings of Bank Negara Malaysia and/or the Association of Banks/Finance companies in Malaysia whether the same be made before or after the creation of this Charge herein;
 - (h) vary the number of and/or the amount of any Instalments to be paid by the Borrower to the Bank.
- 21.8 The provision of clause 15.4 (Disclosure of Information) of the General Terms and Conditions shall apply mutatis mutandis to this Charge
- 21.9 Despite the fact that the Bank may have accepted moneys from the Borrower after any default by him, the Bank shall not be held to have condoned or consented in such default and may at any time thereafter exercise all or any of the remedies available to it, and any delay on the part of the Bank in taking steps to enforce the remedies conferred on or available to it by this Charge, the Transaction Documents or statute, shall not be held to prejudice its right of action in respect thereof.
- 21.10 Where any moneys are owing and secured by this Charge, they shall be deemed to be so owing and so secured in spite of any legal limitation, incapacity or otherwise of the Borrower or in any illegality, irregularity, unenforceability, invalidity or defect in the provision of the Transaction Documents and/or in respect of the borrowing which might be a defence as between the Borrower and the Bank.
- 21.11 Until all moneys and liabilities due or incurred by the Borrower to the Bank shall have been paid or discharged in full, the Borrower shall not by paying off any sum recoverable hereunder or by any other means or on any other ground claim any set-off or counterclaim against the Bank in respect of any liability from the Bank to the Borrower.
- 21.12 If the Said Land is put up for sale by way of auction pursuant to the provisions herein contained or Chapter 3, Part Sixteen, Division IV of the National Land Code relating to remedies available to chargees in respect of the sale of land and/or lease or otherwise, the Bank may bid at such auction and to set off the moneys due by the Borrower to the Bank pursuant to this Charge against any moneys payable by the Bank as the purchaser at such sale.
- 21.13 Except with the consent of the Bank in writing, the Borrower shall not, so long as this Charge continues in force and remains undischarged, permit any person or party other than the Borrower to be the occupier of the Said Land and in the event of the Said Land being sold at a public auction pursuant to the provisions herein contained or an order of Court or the Land Administrator as the case may be, the Borrower shall whenever requested to do so by the Bank at the Borrower's own costs and expenses deliver vacant possession of the Said

Land to the Bank or to such other person(s) as the Bank may direct.

- 21.14 This Charge is in addition to and not in substitution for any other rights or securities which the Bank may have from or against the Borrower or any Guarantor or other person under this Charge (if any) or any Guarantee or other instruments and may be enforced in accordance with the terms hereof without first having recourse to any of such other rights or securities and without taking any steps or proceedings against any Guarantor or other person as aforesaid.
- 21.15 The remedies provided herein are cumulative and are not exclusive of any other remedies provided by law.
- 21.16 Nothing shall be construed as imputing any agency relationship between the Bank and any solicitors and/or valuers appointed and/or employed to prepare any documentation and/or report and/or to undertake and/or oversee any transaction relating to this Charge, in such matters, and the Bank shall not be liable for any acts and/or omissions of such solicitors and/or valuers.
- 21.17 It is hereby agreed that this Charge and the other Transaction Documents are instruments in one transaction to secure the repayment of the Facility, and for the purpose of Section 4(3) of the Stamp Act 1949, the Facility Agreement is the Principal Instrument and this Charge and the other Transaction Documents is the Secondary Instrument.
- 21.18 It is expressly agreed that the terms and/or conditions of the Letter of Offer, the Facility Agreement and the General Terms and Conditions are deemed to be incorporated into and form part of this Charge. In the case of any inconsistency, this Charge shall prevail.

22. LAW

This Charge is governed by and shall be construed in accordance with Malaysian law.

23. PRIVACY CLAUSE (FOR CORPORATE BORROWER) WHERE THE BORROWER IS A CORPORATION (INCLUDING BUT NOT LIMITED TO THE ENTITIES FALLING WITHIN THE DEFINITION OF "CORPORATION" DEFINED IN THE COMPANIES ACT 2016) THIS CLAUSE SHALL APPLY.

The provision of Clause 17 Privacy Clause of the General Terms and Conditions shall apply mutatis mutandis to this Charge

24. PRIVACY CLAUSE (FOR NATURAL PERSONS) WHERE THE BORROWER ARE INDIVIDUALS (INCLUDING BUT NOT LIMITED TO SOLE PROPRIETOR, PARTNERSHIPS, REGISTERED BUSINESSES AND ASSOCIATIONS)

The provision of Clause 17 Privacy Clause of the General Terms and Conditions shall apply mutatis mutandis to this Charge

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IN WITNESS WHEREOF the hands of the abovenamed Borrower and of the Attorney of the abovenamed Bank were hereunto set respectively.

SIGNED by the abovenamed)
BORROWER in the)
presence of:-)

SIGNED by)
as Attorney of the BANK)
in the presence of:-)

AUTHENTICATION CLAUSE

[Solicitors to insert the Authentication Clause (under the Power of Attorney Act 1949) for the Power of Attorney under Clause 14].

SCHEDULE (Which is to be taken, read and construed as an essential part of this Charge)		
SECTION	MATTER	PARTICULARS
1	Name, Description and Address of the Chargor	
2	Description of the Said Land	
3	The Date of the Sale and Purchase Agreement, construction contract and/ or any other agreement giving rights and/ or interest to the Said Land	
4	Date of the Letter of Offer	
5	Name, Description and Address Of The Branch	
6	Date of the Facility Agreement	

I, _____ being the Borrower named in this Charge, hereby unconditionally agree and consent to the terms herein, agree and undertake to be bound by the terms herein, and further undertake to procure the compliance of such terms.

Borrower :
(NRIC No. :)