



UNITED OVERSEAS BANK (MALAYSIA) BHD.
(Company No. 271809 K)

MEMORANDUM OF CHARGE ON SECURITIES

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(bearing the date stated in **Section 1** of the First Schedule)

TO : UNITED OVERSEAS BANK (MALAYSIA) BHD. (Company No. 271809 K)

In consideration of you:-

- (a) having lent, agreeing to lend or continuing to lend moneys and having made available, making available or continuing to make available banking facilities or other accommodation (referred to in this Charge as “**Banking Facilities**”); and/or
- (b) having granted, granting or continuing to grant time;

to the party whose particulars are stated in **Section 2** of the First Schedule (who is referred to in this Charge individually and collectively as “**the Borrower**”) and/or to us (whether singly or jointly or jointly and severally with any other person) at our request, in any manner and for as long as you may at your sole discretion consider fit, including in accordance with the letter of offer and/or facility agreement and/or loan agreement and/or other documents particularized and bearing the date(s) as stated in **Section 3** of the First Schedule (“**Facilities Documents**” which expression shall include any supplemental and revision thereto), we hereby agree with you as follows:-

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Charge, unless expressly provided herein or the context otherwise requires, the following expressions shall have the meanings set forth below:-

- 1.1.1 “**Authorised Persons**” means any person we authorise (either alone or collectively), and approved by you, to operate any account we may have with you, and to act on our behalf in giving instructions, to perform any acts under any agreement between you and us, or to use any facility, product or service you make available to us;
- 1.1.2 “**this Charge**” means this Memorandum of Charge on Securities;
- 1.1.3 “**Facilities Agreement**” means the facilities agreement or loan agreement or the letter of offer in relation to the Banking Facilities.
- 1.1.4 “**Liabilities**” means all moneys, obligations and liabilities in any currency whatsoever, whether actual or dependent on some event, now or at any time in the future, which are owing to you or to any of your branches in Malaysia or elsewhere by the Borrower and/or us whether on any banking or other account with you or otherwise in any manner whatsoever (whether singly or jointly or jointly and severally with any other person and in whatever style, name or form and whether as principal or surety), including all liabilities in connection with foreign exchange transactions, accepting endorsing or discounting any notes or bills or under bonds guarantees indemnities documentary or other credits or any instruments whatsoever from time to time entered into by you for or at the request of the Borrower and/or

at our request together with interest (both before and after any demand or judgment and regardless whether the banker-customer relationship between you and the Borrower and/or us has ceased or been terminated) up to the date of payment at such rates and compounded at such periodical rests as you may specify from time to time, commissions, fees and other charges and all legal and other costs charges and expenses incurred by you in relation to the Borrower and/or us on a full indemnity basis;

1.1.5 **“Securities”** means:

- (i) all our present and future shares, bonds, debentures, certificates of deposit, units in unit trusts and other securities of any kind whatsoever, whether marketable or otherwise, together with any additional or substituted securities which are now or may at any time in the future be in your possession or held in your name or to your order or deposited with you or your agents, representatives or correspondents or lodged with you or transferred to you or your nominees by us or by others in our name or for our account or at our request or with our consent, whether for safe custody, security or for any specific purpose or generally and whether in Malaysia or elsewhere; and
- (ii) all our present and future scripless securities which are now transferred or at any time and from time to time in the future may be transferred to your pledged securities account or your nominees to be held for your benefit as chargee pursuant to Section 40 of the SICDA or any other laws relating to scripless securities, whether in Malaysia or elsewhere, including other securities of any kind whatsoever the trading transactions of which are or will be cleared and settled through any book entries or similar system established or to be established for the trading, clearance and/or settlement or scripless securities in Malaysia, including the system set up by Malaysian Central Depository Sdn Bhd and its successors, if any, or elsewhere;

including all proceeds of sale or other realisation of the same, and all dividends, interest or other distributions which are in the future paid or payable or made in respect of the same and all allotments, accretions, offers, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same, and all stocks, shares, rights, moneys or properties accruing to them or offered at any time by way of conversion, redemption, bonus, preference, option or otherwise in respect of the same;

1.1.6 **“Security Interest”** means any mortgage, charge, pledge, lien, assignment, hypothecation, right of set-off or security interest or other encumbrance whatsoever or other security arrangement or agreement or any right conferring a priority of payment howsoever created or arising;

1.1.7 **“we / our / ours / us”** means and refers to the person or persons signing this Charge; if this Charge is signed by more than one person, **“we / our / ours / us”** refers to all those persons jointly and severally so that the obligations and liabilities of those persons are also joint and several;

- 1.1.8 **“you / yours”** means and refers to United Overseas Bank (Malaysia) Bhd. (Company No. 271809 K);

1.2 **Definitions in the Facilities Agreement**

Except as otherwise defined in this Charge or where the context otherwise requires, all expressions used in this Charge shall have the same meanings as those assigned to such expressions by the Facilities Agreement with such modifications as shall render the same applicable to the us.

1.3 **Interpretation**

- 1.3.1 words referring to the singular number include the plural number and vice versa and all plural nouns shall include the singular and vice versa and in particular, "we", "us", "our", "ours" and cognate expressions of those words, wherever used, mean all of us and any or each of us and includes the singular number so that if this Charge is signed by only one person, "we", "us", "our" and "ours" are to be read as "I", "me", "my" and "mine" respectively;
- 1.3.2 words importing the masculine gender include feminine and neuter genders and vice versa;
- 1.3.3 references and words applicable to natural persons include any body of persons, company, corporation, firm or partnership corporate or unincorporate and vice versa;
- 1.3.4 the headings to the Clauses of this Charge are for ease of reference only and should not be taken into account when interpreting anything in this Charge;
- 1.3.5 references to Liabilities include any part of them;
- 1.3.6 in the case of a limited company or other corporation any reference to bankruptcy shall be deemed to be a reference to liquidation or other analogous proceedings;
- 1.3.7 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 subordinated legislation made under or deriving validity from that statutory provision.

2. PAYMENT ON DEMAND

We will on demand pay to you the Liabilities and until demanded, we shall pay and/or cause to be paid the Liabilities in accordance with the terms and condition contained in the Facilities Documents.

3. SECURITIES FREE FROM CLAIMS AND ENCUMBRANCES

We represent and warrant to you that:-

- 3.1 we are the sole legal and beneficial owner of all of the Securities and that all of the Securities are and will be free from all claims and encumbrances whatsoever by any person or persons whomsoever (except by yourselves);
- 3.2 there are no moneys or liabilities outstanding or payable in respect of the Securities or any of them and that there are no facts or circumstance which would render the Securities imperfect, invalid or unenforceable and that we are lawfully entitled to create security over them in your favour;
- 3.3 every act of creating security in your favour under this Charge shall on each occasion constitute a fresh warranty by us in terms of Clauses 3.1 and 3.2 above;
- 3.4 we will sign, do and execute all such documents, acts and things to give effect to this Charge and/or as may be necessary or required by you for the performance by us of our obligations under this Charge and all costs and expenses (including but not limited to solicitors' fees and expenses on a full indemnity basis, stamp duty and registration fees) incurred or payable therefor shall be borne by us; and
- 3.5 this Charge constitutes our legal, valid and binding obligations to you in respect of the Securities and the Liabilities.

4. CHARGE OF SECURITIES

- 4.1 As a continuing security for the payment of the Liabilities, we, as the sole legal and beneficial owner of all of the Securities, hereby charge in your favour by way of a first fixed charge the Securities and all rights, interests, entitlements and benefits accruing to or arising in connection with the Securities.
- 4.2 This security is a continuing security for the payment or satisfaction of the Liabilities and is to be in addition and without prejudice to any other security that you may now or hereafter hold for the Liabilities hereby secured and this security shall not be affected by any intermediate payment or settlement or closure of accounts, or any failure by you to take any security or by any invalidity or release of any security taken or by any existing or future agreement as to the application of any advances made or to be made to the Borrower and/or to us.

5. OUR COVENANTS

- 5.1 We covenant with you that, for so long as the Liabilities have not yet been fully paid to you, we will:-
 - 5.1.1 deposit with you and allow you to hold and retain:-
 - (i) all stock and share certificates and documents of title relating to the Securities;

- (ii) all necessary instruments of transfer of the Securities duly completed, signed and witnessed in favour of you or your nominee or in blank or otherwise as you may direct; and
 - (iii) such other documents as you may from time to time require for perfecting your title to the Securities (all duly executed by or signed on behalf of the registered holder and duly witnessed) or for vesting or enabling you to vest the same in yourself or your nominee or in any purchaser with the intention that you may at any time without notice to us present them for registration;
- 5.1.2 duly and promptly pay all calls, instalments or other payments which may be made or become due in respect of any of the Securities failing which you may if you think fit make such payments on our behalf and any payments so made by you together with interest at such rate as you may prescribe shall be repayable by us to you on demand and pending such repayment shall be secured by the Securities;
- 5.1.3 not do and/or permit to be done any of the following without first having obtained your previous consent in writing:-
 - (i) create or purport to create or permit or suffer to subsist any mortgage, debenture, charge, lien or encumbrance (other than in your favour) on or over the Securities, any part of the Securities, or any interest in the Securities; or
 - (ii) sell, transfer or otherwise dispose of the Securities, any part of the Securities, or any interest in the Securities, or attempt or agree to do so;
- 5.1.4 maintain at all times the aggregate net value of the Securities (calculated at the price fixed by you or at the market price (being the closing price on the date of calculation) of the Securities, whichever may be the lower) at an aggregate sum equal to the Liabilities secured by this Charge and such margin of security as you may set from time to time at your sole discretion by doing any or both of the following within such time period as you may stipulate or require:-
 - (i) to deposit with you such additional securities as may be approved by you on the terms of this Charge; or
 - (ii) to pay to you or your nominee in cash of such amount and upon such terms as you may require.

If the aggregate net value of the Securities falls below what is needed to maintain the margin of security set by you, we irrevocably authorise you to sell at your sole discretion (without any need for notice or reference to us) the Securities or any part of the Securities without being responsible for any loss to us to reduce the Liabilities to such level as you in your sole discretion may think fit.
- 5.1.5 not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value of the Securities or any part of the Securities;

- 5.1.6 do all acts, sign all documents (including but not limited to transfers and powers of attorney) and effect all transactions to perfect or to vest the title in the Securities in you or your nominee's favour or in favour of any purchaser or in favour of a central depository or its nominee company or any securities account, to enable the Securities to be deposited into or transferred to any securities account (whether or not the securities account is a pledged securities account designated under Section 40 of the SICDA) failing which you shall be entitled but not obliged to do the same on our behalf at our cost without any or any further notice or reference to us;
- 5.1.7 execute at our cost such further legal or other charges or assignments in your or your nominee's favour in such form and substance as you may from time to time require over all or any of the Securities and all rights and interests relating to the Securities both present and future (including any substituted securities and any vendor's lien) to secure the Liabilities failing which you shall be entitled but not obliged to do the same on our behalf at our cost without any or any further notice or reference to us;
- 5.2 We further covenant with you to pay you upon demand all costs, charges and expenses (including stamp duty, registration fee and other duties) which may be incurred by you or which you may incur in or about the enforcement, preservation or attempted preservation of this Charge or of the Securities on a full indemnity basis with interest accruing thereon at the Default Rate (to be prescribed by you) with monthly or such other periodic rests, in accordance with the type of banking facility applicable, from the date of payment by you to the date of full payment by us regardless whether the relationship of banker and customer between you and the Borrower and/or us has ceased or has been terminated. Such costs, charges and expenses together with the interest thereon at the Default Rate (to be prescribed by you) shall be debited to the Borrower's or our account, as the case may be, and shall form part of the Liabilities secured by this Charge.

6. RIGHT OF SALE

- 6.1 Over and above, and without in any way affecting, any prior or other rights which you may have or are entitled to in law as bankers, you also have a continuing right at any time and from time to time at your sole discretion and without any prior notice or demand to us to sell all or any of the Securities.
- 6.2 You may exercise the right of sale described above even if you have not resorted to any remedies against us, the Borrower or any other party.
- 6.3 In addition to, and without in any way affecting any of, the other provisions of this Charge relating to your right to sell the Securities, at any time after you have demanded payment of the Liabilities or if requested by us:-
- 6.3.1 you and your nominees (wherever they may be) may without further notice or reference to us exercise all the powers or rights which may be exercised by the registered holder of the Securities, including the power to sell all or any of the Securities without being responsible for any loss to us; and

6.3.2 any dividend, interest or other payment which may be received or receivable by you or by your nominee in respect of any of the Securities may be applied by you as though they were the proceeds of sale.

6.4 In exercising any power to sell the Securities as given to you in this Charge, all or any of the Securities may be sold or disposed of at such times, in such denominations, in such manner and generally on such terms and conditions and for such consideration as you may in your sole discretion think fit without any liability to us for any loss whatsoever. No purchaser or other person shall be obliged to see or enquire whether your right to exercise any of the powers given by this Charge has arisen or not or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers and we will indemnify you and keep you indemnified against any claim or demand which may be made against you by such purchaser or person as well as any liability, loss, cost or expense which you may suffer or incur by reason of any defect in our title to the Securities or any part of the Securities.

6.5 Regardless of whatever else may be stated in this Charge, we agree that you may at your sole discretion and at any time (whether before or after demand for payment of the Liabilities has been made) pay all dividends, interest or other moneys received by you in respect of the Securities into the account of the Borrower or our account with you and, without in any way affecting the rights and obligations created by this Charge, all dividends, interest or other moneys in respect of any of the Securities which may be received by us after your power of sale under this Charge has arisen shall be held in trust by us for you and be paid over to you on demand.

7. RESTRICTIONS ON SECURITIES

7.1 Until all the Liabilities have been unconditionally and irrevocably paid and discharged in full and the Banking Facilities are no longer available for our or the Borrower's use and subject to Clause 13, we agree that we shall not be entitled to withdraw or use any of the Securities and no part of the Securities, including dividends and interest earned or to be earned on the Securities, shall be repayable to us or withdrawn or used by us in any manner except with your prior written consent which you may withhold or grant conditionally or unconditionally at your sole discretion.

7.2 We will not:-

7.2.1 assign, transfer, mortgage, charge, encumber or in any other way deal with the Securities or our rights, title or interest in the Securities;
or

7.2.2 try to assign, transfer, mortgage, charge, encumber or in any other way deal with the Securities or our rights, title or interest in the Securities;

unless it is in your favour and unless we have your prior written consent which you may withhold or grant conditionally or unconditionally at your sole discretion. We agree that any assignment, transfer, encumbrance or other dealing in respect of the Securities or our rights, title or interest in the Securities will be void and of no effect; we similarly agree that any attempt to assign, transfer, mortgage, charge, encumber or in any other way deal with the

Securities or our rights, title or interest in the Securities will be void and of no effect.

- 7.3 Subject to Clause 13 and the terms of any other agreement which we may have with you, we agree that we may withdraw or deal with the Securities only when all the Liabilities have been unconditionally and irrevocably paid and discharged in full and the Banking Facilities are no longer available for our or the Borrower's use.
- 7.4 If this security ceases to be continuing for any reason whatsoever or you receive any notice of any subsequent charge, assignment, other disposal or Security Interest (except that which is in your favour) affecting the Securities or any interest in the Securities, you may open a new account for the Borrower or us. If you do not open a new account, it will be deemed that you have in fact opened such new account at the time when you received such notice and, as from that time, all payments made by or on behalf of the Borrower or us to you will be credited or be treated as having been credited to the new account and will not operate to reduce the amount secured by this Charge at the time when you received the notice. All amounts credited or deemed to have been credited to the new account will be deemed charged in your favour in addition to the Securities as security for the Liabilities.

8. PRINCIPAL DEBTOR

Although, as between us and the Borrower, we are sureties, that is, persons who have agreed to be responsible for the Liabilities, we agree that, as between you and us, we are to be treated and deemed to be in every way as principal debtors in respect of all the Liabilities guaranteed by this Charge. We therefore also agree that our liability under this Charge shall not be discharged or affected in any way whatsoever by anything whatsoever which would not discharge our liability if we had in fact been the principal debtors.

9. NON-COMPETITION

9.1 We declare that no security has been received by us from the Borrower or any surety for the giving of this security. We undertake with you that, from the date of this Charge and until the Liabilities have fully been discharged and the Banking Facilities are no longer available for our or the Borrower's use, that:-

- 9.1.1 we shall not take or accept any Security Interest from the Borrower or from any third party without first obtaining your written consent;
- 9.1.2 we shall not, without first obtaining your written consent:-
- (i) seek to recover, whether directly or by set-off, lien, counterclaim or in any other manner;
 - (ii) accept any moneys or other property; or
 - (iii) exercise any right;

in respect of any sum which may be or become due to us for any reason whatsoever by the Borrower or from any third party; neither shall we, without first obtaining your written consent, claim, prove for or accept any payment in any composition by or any winding-up of the Borrower or any third party; and

- 9.1.3 if we do hold or receive any such Security Interest, moneys or other property despite Clauses 9.1.1 and 9.1.2 above, we shall immediately pay or transfer the same to you.

10. POWER OF ATTORNEY

- 10.1 By way of security, we hereby irrevocably appoint you, and any person nominated in writing by you, individually to be our attorney (with power to appoint substitutes and to sub-delegate) in our name and on our behalf and as our act and deed or otherwise:-

10.1.1 to prepare, execute, complete, seal and deliver in favour of you or your nominee or any purchaser any transfer or other documents which you may require for perfecting your title to or for vesting the Securities or any part of the Securities in you or your nominee or in any purchaser;

10.1.2 to make any alteration or addition to the Securities comprised in such transfer or other documents or any other alteration or addition to such transfer or other documents and to re-deliver the same after the alteration or addition and otherwise generally to sign, seal and deliver and otherwise perfect any such transfer or other documents and any such legal or other charges or assignments over the Securities as may be required by you;

10.1.3 to sign, seal and deliver all such deeds, assurances, agreements and documents and to do all such acts and things as may be required for the full exercise of all or any of the powers given to you by this Charge which may be deemed expedient on or in connection with any sale or other disposition, realisation or getting in by you or your nominee of the Securities or any part of the Securities or in connection with any other exercise of any power provided under any law or in equity or under this Charge; and

10.1.4 generally to sign seal and deliver all renunciations, proxies, mandates, assignments, deeds and documents and to do all such acts and things as if you were the legal and beneficial owner of the Securities.

11. CHARGE IN POSSESSION

You shall not be liable to account to anyone as chargee in possession in respect of all or any of the Securities. You shall also not be liable for any loss upon realisation of all or any of the Securities or for any neglect or default to present any interest coupon or any bond or stock drawn for repayment or for any failure to pay any call or instalment or to accept any offer or to notify us of any such matter or for any loss of any nature whatsoever in connection with the Securities.

12. DIVIDENDS

- 12.1 You shall not in any circumstances incur any liability whatsoever in respect of any calls, instalments, collection of any dividend, interest or other distribution or otherwise in connection with the Securities.

- 12.2 Nothing herein contained shall be deemed to render it obligatory upon you to collect any dividends and or attend to any rights, bonuses and or any other rights or interests accruing to any of the Securities and we hereby confirm that you shall not be liable for any loss arising from the late registration of any of the Securities or the exercise of any rights or interests accruing thereto for any reasons whatsoever.

13. REDEMPTION

We hereby expressly agree that we shall not be entitled to redeem any of the Securities except on payment of not only the Liabilities but also all moneys which may be due or owing to you (whether such liabilities be present, future, actual, contingent, primary, collateral, several or joint) under any loans and/or banking facilities which may be guaranteed by or granted to us from time to time whether secured by any other mortgage charge or security documents created by us or otherwise.

14. DISCHARGE OF CHARGE

- 14.1 Any discharge, settlement or arrangement which we may enter into with you shall be deemed to have been made subject to the condition that it will be void if any payment or security which you may previously have received or may after this Charge receive from any person in respect of the Liabilities is set aside under any applicable law or is not valid for any reason whatsoever. You shall be entitled to recover the value or amount of any such security or payment from us subsequently as if such discharge, settlement or arrangement had not occurred.
- 14.2 Upon the release of any of the Securities, you shall not be bound to return the identical securities which are deposited lodged held or transferred and we will accept securities of the same class and denomination or such other securities as shall then represent the Securities.

15. NON-MERGER OF SECURITY

The security created by this Charge is in addition to and shall not merge with or in any way affect any contractual or other right or remedy or any guarantee or lien to which you are by law entitled or any other security which you may now or in the future hold for or in respect of the Liabilities. you may, at your sole discretion and without in any way being affected by such contractual or other right or remedy or any guarantee or lien or by the invalidity of the same, now or in the future, deal with, exchange, release, vary or abstain from perfecting or enforcing of the same or any rights which you may now or in the future have or give time for payment or indulgence or compound with any other person liable or exercise any of your rights under this Charge at such time as you may think fit whether or not you have exercised any of your rights under such guarantee, lien or other security.

16. SUSPENSE ACCOUNT

- 16.1 All or any moneys received by you in the exercise of any of the powers given by this Charge may be kept by you in a non-interest bearing suspense account for so long and in such manner as you may think fit; if applied by you in or towards the satisfaction of any of the Liabilities, such moneys may be applied in such order and proportions as you may decide at your sole discretion.

- 16.2 If the moneys so received shall be insufficient to cover the whole of the Liabilities, we undertake to pay you immediately on demand the shortfall and until payment the shortfall shall bear interest thereon at the Default Rate (to be prescribed by you) with monthly or such other periodic rests, in accordance with the type of banking facility applicable, both before and after any demand or judgment or death, insanity or bankruptcy of the Borrower and/or us and regardless whether the banker and customer relationship between you and the Borrower and/or us has ceased or has been terminated.

17. CHANGE IN CONSTITUTION OF BORROWER OR US

The security created by this Charge will continue and will not be terminated or affected in any way by any change in the Borrower, us or the person or persons signing this Charge, whether by reason of bankruptcy, death, insanity or other disability, incorporation, amalgamation, liquidation, reconstruction or anything whatsoever in name, style, constitution or composition, or by reason of retirement, expulsion, death or admission of any partner or partners; this Charge will continue to be of full force and effect as if the resulting firm, company or entity had been the one whose obligations were originally secured by this Charge.

18. CHANGE IN YOUR CONSTITUTION

- 18.1 This Charge will not be terminated or affected in any way by any amalgamation, merger, consolidation or anything else that you may undergo with any other company or companies, any reconstruction by you involving the formation of a new company, or any transfer of all or any of your obligations and assets to a new company, or the sale or transfer of all or any of your obligations and assets to another company, whether or not the company or companies with which you amalgamate or merge or the company to which you transfer all or any of your obligations and assets (whether in connection with a reconstruction or sale or transfer as stated above) is completely different from you in terms of objects, character or constitution.
- 18.2 It is our express intention that this Charge will remain valid and effective in all respects in favour of such company or companies so that all the rights which you have under this Charge may be assigned to and enforced by any such company or companies as if such company or companies had been named in this Charge instead of or in addition to you.

19. RIGHTS CUMULATIVE

The rights, powers, privileges and remedies provided in this Charge are cumulative and not exclusive of any rights, powers, privileges or remedies provided by law.

20. EXERCISE OF AUTHORITY

Nothing done or omitted by you in accordance with any authority, discretion or permission given to you in this Charge will reduce, affect or discharge our liabilities under this Charge.

21. NOT TO AFFECT OTHER SECURITY

This Charge is in addition to and will not merge with and/or will not in any way affect any other right, remedy, guarantee, indemnity or any other form of security whatsoever which you may hold or call upon now or at any time after this in respect of the Liabilities.

22. CERTIFICATE

Any certificate or statement issued by you showing the outstanding amount due and owing to you from us or the Borrower will be conclusive proof against us as to the outstanding amount due and owing to you from us or the Borrower; this certificate or statement will be binding on us for all purposes whatsoever including for the purposes of any legal proceedings.

23. MODIFICATION AND INDULGENCE

This Charge will not be affected in any way and we will not be released or excused from any of our liabilities or obligations under this Charge by any of the following:-

- 23.1 any termination of or increase or variation to any credit to the Borrower whether or not you have given us any prior notice or obtained our prior consent;
- 23.2 any security whatsoever which you may now or at any time after this hold in respect of us or the Borrower whether or not the security is given by us or by any other person for any moneys whatsoever and whether or not the moneys are secured by this Charge;
- 23.3 any variation, exchange, renewal, release or modification of any security whatsoever which you may now or at any time after this hold in respect of us or the Borrower;
- 23.4 any refusal or neglect by you to complete, enforce or assign any judgment or security whatsoever whether or not any moneys due to you under the judgment or security have been fully paid;
- 23.5 any extension of time, concession, waiver or other indulgence given to the Borrower and/or to any other person, including ourselves and any party to any security document entered into with you whether or not you have given notice to us or obtained our consent;
- 23.6 any failure by you to enforce any of your rights, whether intentionally or unintentionally, against the Borrower and/or any other person, including ourselves and any party to any security document entered into with you whether or not you have given notice to us or obtained our consent;
- 23.7 any compromise, composition or arrangement which you may make with the Borrower and/or any other person, including ourselves and any party to any security document entered into with you whether or not you have given notice to us or obtained our consent;
- 23.8 the continuing and/or the opening and operation of any other account whatsoever with the Borrower and/or with us at any of your offices or branches;
- 23.9 compound with the Borrower and/or with us and/or any other person;

- 23.10 the granting of any other banking facility whatsoever to the Borrower and/or to us and/or the variation in any way of any Banking Facility granted to the Borrower and/or to us including, but not limited to, any variation to the terms and conditions governing such Banking Facility and the replacement, conversion, interchanging, reinstatement, adding to, increase or reduction of such Banking Facility in any way whatsoever;
- 23.11 any release or discharge given to any one or more persons giving you any security whatsoever, including one of us if this Charge is signed by more than one person, whether or not you have given notice to us or obtained our consent;
- 23.12 the renewal of any bills, notes or other negotiable securities;
- 23.13 the acceptance of any early or part-payment towards settlement of the Liabilities or payment of any moneys due or becoming due under this Charge by such increased or reduced instalments as may be agreed or as may be requested by us, the Borrower and/or any third party;
- 23.14 any agreement to suspend payments to reduce any principal sum owing; and
- 23.15 any recourse to any remedy or means for recovering the moneys secured by this Charge which may be available to you.

24. APPLICATION OF MONEYS

If any sum paid to or recovered by you in respect of the moneys and obligations owing by us and/or the Borrower is less than the amount then due, you may apply that sum to interest, fees, principal or any other amount due in such proportion and order and generally in such manner as you may in your sole discretion deem fit.

25. FUTURE LIABILITIES

- 25.1 This Charge shall be binding on us as a continuing security and may not be terminated except in respect of future Liabilities by us jointly giving you at least ninety (90) days' prior written notice to terminate this security as to Liabilities arising after the expiry of the notice.
- 25.2 Between our giving you of the notice and the expiry of the notice as stated above, you may give us and/or the Borrower any further accommodation as if you had you not received the notice.
- 25.3 The notice shall not affect the security created by this Charge in respect of Liabilities incurred or arising prior to the expiry of the notice even if the Liabilities, as at the time of the expiry of the notice, are future, contingent or conditional in nature or are in respect of any interest, commissions and/or other charges, costs, and expenses (including legal costs on a solicitor and client basis) relating to the Liabilities, whenever arising.

26. TAXES, DUTIES OR LEVIES

- 26.1 The Borrower and/or us are liable to pay for any sales and services tax or any other taxes or levies which as at the date of this Charge or at any date

subsequent to the date of this Charge, is imposed, levied or is required by law to be paid to any party or authority having jurisdiction over you, in respect of any moneys charged or incurred by you, during the continuation of the Banking Facilities so long as the Banking Facilities or any part of it remains outstanding and unpaid. Unless otherwise stated by you at any time, any fees and charges notified to us are inclusive of any applicable sales and services tax at the prevailing rate. Where you have stated otherwise, we shall be liable to pay to you the applicable sales and services tax in addition to your fees.

- 26.2 Any sales and services tax or other taxes or levies incurred by you in relation to the Banking Facilities and any other goods or services provided under the Banking Facilities shall be borne by and charged to us and in the event that you shall effect payment on our behalf, we shall be liable to reimburse you for such amounts paid.

27. RIGHT OF SET-OFF

- 27.1 You have the right, without any notice to us (before and after demand), regardless of any settlement of account or any other matter, to combine, consolidate or merge all or any of our accounts, including accounts in our name jointly with any other person (whether current, deposit, loan or of any other nature whatsoever and whether subject to notice or not and in whatever currency). You also have the right, after giving us seven (7) days' notice, to transfer or set off any sums in credit in such accounts in or towards the satisfaction of any of our liabilities to you, whether actual or contingent primary or collateral joint or several.
- 27.2 If any of our liabilities is contingent, you have the right to set-off and transfer any sum standing to the credit of any of our accounts towards satisfaction of our contingent liabilities and if our actual liabilities are less than the amount set-off by you, you will refund the surplus to us.
- 27.3 If any of our accounts in credit is maintained in a currency other than the currency of the liabilities, you may convert them into the currency of the liabilities at your own prevailing rate.
- 27.4 Upon the issuance of the notice mentioned in Clause 27.1, we agree that you have the right to earmark or to place a hold on any monies standing to the credit of all or any of our accounts with you prior to the setting-off, and we shall not be entitled to withdraw the monies without your prior written consent.

28. INDEMNITY

- 28.1 As a separate, additional and continuing obligation, we unconditionally and irrevocably undertake with you that, should the Liabilities not be recoverable from us or the Borrower for any reason whatsoever, then, even if that reason may have been known to you, we will, as a sole, original and independent obligor and upon your demand, fully indemnify you in respect of:-
- 28.1.1 the Liabilities in the currency and in the manner agreed upon for the Banking Facilities; and
- 28.1.2 all losses, costs, charges and expenses which you may suffer or incur in doing anything whatsoever under this Charge or in connection with the Banking Facilities.

- 28.2 We further unconditionally and irrevocably undertake with you to fully indemnify and hold you harmless from and against all losses, actions, claims, expenses, demands and liabilities (whether in contract, tort or anything else) which may now or in the future be incurred or suffered by you or your nominee, agent, officer or employee for anything done or not done in the exercise or purported exercise of the powers contained in this Charge or occasioned by any breach by the Borrower and/or us of any covenants or other obligations to you.

29. CURRENCY INDEMNITY

- 29.1 All moneys received or held by you under this Charge may from time to time after demand has been made be converted into such other currency as you consider necessary or desirable to cover the Liabilities in that currency at your own rate of exchange then prevailing for purchasing the currency to be acquired with the existing currency.
- 29.2 No payment to you (whether under any judgment or court order or otherwise) shall discharge the Liabilities in respect of which it was made unless and until you shall have received payment in full in the currency in which such obligation or liability was incurred and to the extent the amount of any such payment shall on actual conversion into such currency fall short of such obligation or liability expressed in that currency you shall have a further separate cause of action against the Borrower and/or us and shall be entitled to enforce the charge hereby created to recover the amount of the shortfall.

30. SEARCHES

- 30.1 You may but is not obliged to conduct insolvency or bankruptcy/winding up searches or credit related searches from any credit reference agencies, database or system on any person before and at any time after the disbursement of any of the Banking Facilities.
- 30.2 We consent, and will procure the consent of each Security Party, to you to carry out such searches on us and/or such Security Party to the extent permitted by the law.
- 30.3 All charges incurred in connection with the above searches will be borne by us.

31. NO OBLIGATION TO ADVANCE

Nothing herein contained shall be deemed to render it obligatory upon you at law or in equity to allow the Borrower and/or us to open or continue to maintain one or more accounts with you or to make or to continue to make any advance or give other accommodation to the Borrower and/or to us or to any other person.

32. BORROWING POWERS

The security hereby created and the provisions of this Charge shall remain in effect and binding on us notwithstanding that the borrowing or incurring of the Liabilities may be invalid or unenforceable or in excess of the Borrower's powers or our powers or the powers of any director attorney agent or other person purporting to borrow or act on the Borrower's behalf and/or our behalf and notwithstanding any other irregularity in such borrowing or incurring of the Liabilities.

33. TERMS AND CONDITIONS OF BANKING FACILITIES

The terms and conditions in this Charge shall be in addition to and not in derogation of any specific agreement or arrangement with regard to each banking facility now or hereafter from time to time subsisting between you and the Borrower and/or us or any terms and conditions that may be specified in any agreement or letter of offer between you and the Borrower and/or us from time to time.

34. CIRCUMSTANCES BEYOND YOUR CONTROL

If you are unable to perform any of your obligations under this Charge or any security document or to carry out your usual business operations or to provide any service due to any reason beyond your control including, but not limited to:-

- 34.1 any fire, earthquake, flood, epidemic, natural disaster, accident, riot, civil disturbance, industrial dispute, act of terrorism, embargo, war or Act of God;
- 34.2 any failure of or interruption to telecommunications, internet, electricity, water or fuel supply; or
- 34.3 any circumstance in the nature of a force majeure, that is, an unforeseeable event that prevents you from performing any of your obligations under this Charge or any security document;

you will not be in any way liable for any failure to perform or for any inconvenience, loss, injury or damage which we may directly or indirectly suffer as a result.

35. JOINT & SEVERAL LIABILITY

If this Charge is signed by two or more persons all agreements obligations warranties liabilities and pledges herein contained or implied on their part are joint and several and shall be construed accordingly and none of the undersigned shall be entitled to any of the rights or remedies legal or equitable of a surety until the Liabilities have been repaid.

36. SEVERABILITY

If any of the provisions of this Charge is or becomes invalid or unenforceable, the invalid or unenforceable provision is to be treated as not having been included in this Charge; the remainder of this Charge is to continue to be effective and in force and is not to be affected in any way by the invalid or unenforceable provision.

37. NON WAIVER

No failure or delay by you in exercising any right or remedy shall separate as a waiver or variation thereof nor shall any single or any partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy; and no act or course of conduct on your part shall in any way preclude you from exercising any such right or remedy or constitute a suspension or variation of any such right or remedy.

38. BINDING ON HEIRS

- 38.1 This Charge will be binding on our heirs, liquidator, personal and legal representatives and successors in title.
- 38.2 We may not assign our rights and obligations under this Charge.

38.3 You shall be at liberty at any time without the concurrence of the Borrower and/or us and with or without notice to the Borrower and/or us to assign or transfer all your rights and interests and obligations or any part thereof and the benefits of this Charge to such person or corporation at our cost and expense and upon such assignment or transfer the assignee or transferee shall assume and be entitled to all your rights interests and obligations comprised in this Charge as if the assignee or transferee had been a party to this Charge in place of you.

39. NOTICES, LEGAL PROCESS AND PROCESS SERVICE AGENT

39.1 Notices

39.1.1 Notice by you

- (i) Any demand, request, notice (including a notice or statement generated by your computer which need not be signed) or communication (collectively the “**Notices**”) by or on your or our behalf must be in writing in English or Bahasa Malaysia.
- (ii) Any Notices that you send to us may be delivered, sent or made in such manner as provided in Clause 32.1.2 of the Facilities Agreement to us at our address, facsimile, electronic mail or mobile phone as stated in **Section 4** of the First Schedule hereto or at our usual or last known place of business, as the case may be and shall also include such Notice being delivered, sent or made to the Borrower in the manner as stated in the Facilities Agreement.
- (iii) The Notices will be deemed to have been received by us at the time as stipulated in the Facilities Agreement.

39.1.2 Notice by us

- (i) Notices by us to you must be duly signed by us or, if permitted by you, our authorized signatories. The Notices must be served on you at the address specified by you from time to time. Notices are deemed received by you you're your actual receipt of the Notices and any additional documents or information which you may require to verify the source of the Notice. Notices from us to you may be sent by personal delivery or ordinary mail.
- (ii) We shall notify you in writing immediately on any change in our address, facsimile number, electronic mail address or mobile phone number.
- (iii) If we do not inform you of any change in our address, facsimile number, electronic mail address or mobile phone number, we agree that you may at your absolute discretion rely on:-
 - (a) any address as stated in this Charge; or

- (b) any address, facsimile number, electronic mail address or mobile phone number that you obtain from any communication purportedly issued by the Borrower to you or last known to you.

39.1.3 Your rights under this Charge are not to be affected by any failure on our part to notify you of any change in our address, facsimile number, electronic mail address or mobile phone number.

39.2 **Legal Process**

In addition to and not in substitution of any mode of service that may be permitted or prescribed by any written law in force for the time being, any service of Legal Process by or on your behalf can be effected on us: –

- 39.2.1 by leaving a copy at the address as stated in this Charge or in any communication purportedly issued by us to you or last known to you and it shall be deemed to have been duly received by us on the day it was left at the address; or
- 39.2.2 by sending a copy via prepaid registered or ordinary post to our address as stated in this Charge or in any communication purportedly issued by us to you or last known to you and it shall be deemed to have been duly received by us on the third (3rd) day (including the day of posting) from the date it is posted, even if it is undelivered or returned.

39.3 **Agent for Service of Legal Process**

- 39.3.1 If we reside outside Malaysia or does not have a permanent address in Malaysia (for individuals) or primarily conduct our business outside Malaysia or is a company incorporated outside Malaysia, we are required at all times to appoint and maintain a Process Service Agent in Malaysia to accept service of all Legal Process on our behalf arising out of or connected to this Charge. We shall not revoke, cancel or withdraw the authority of the Process Service Agent without having first appointed a new Process Service Agent and notified you in writing of such appointment and promptly delivering to you a copy of the acceptance by the new Process Service Agent of its appointment.
- 39.3.2 If for any reason whatsoever the Process Service Agent no longer serves as our Process Service Agent, we shall be required to immediately appoint another Process Service Agent and notify you in writing of such appointment and promptly delivering to you a copy of the acceptance by the new Process Service Agent of its appointment.
- 39.3.3 Service on the Process Service Agent shall be effected in the same manner specified in Clause 39.1.2.

40. **COMPLIANCE WITH COURT ORDERS**

The Group and you can act in any way the Group or you see fit, without consulting the Borrower and/or us beforehand, if you an/or they are served with a court order issued by a court of any jurisdiction. The Borrower and/or us agree not to hold you or the Group liable for any loss or damage in connection with you and/or their respective actions.

41. RETENTION OF RECORDS

We agree that you are not obligated to maintain any records of the Borrower's account, including but not limited to the Security Documents, transaction documents, statements of account, correspondences or documents provided to you by us or any other third party, exceeding any retention period as set out under your internal policies, guidelines and procedures and/or as provided under any applicable laws or regulations of any country having jurisdiction over you.

42. INCORPORATION OF THE FACILITIES DOCUMENTS

All the provisions of the Facilities Documents shall unless they are inconsistent with the provisions of this Charge are hereby incorporated into this Charge (with such modifications as are required to render the same applicable to us) by reference as though all such provisions are set out herein at length and shall apply mutatis mutandis hereto. In the event of any conflict between the provisions of the Facilities Documents and the provisions of this Charge, the provisions of this Charge shall prevail.

43. GOVERNING LAW

43.1 This Charge is to be governed by and interpreted in accordance with the laws of Malaysia and we unconditionally and irrevocably:-

43.1.1 agree that any dispute involving this Charge may be submitted to the courts of law within and outside of Malaysia;

43.1.2 agree not to raise any objection to any dispute being submitted in any particular court of law on the basis that it is not the correct or most convenient court for the dispute to be submitted to; and

43.1.3 consent to the service on us of any demand or notice from you and of any court documents by registered mail or by any other manner allowed by the relevant laws.

44. STAMP DUTY

This Charge will secure the repayment by the Borrower and/or us to you of the Banking Facilities in such sum for principal as the ad valorem stamp duty paid and endorsed from time to time on the original of the principal instruments described in **Section 5** of the First Schedule together with interest and all other monies payable by the Borrower and/or us under this Charge and we undertake to pay all fees and expenses incurred in connection with or incidental to the stamping of this Charge including your solicitors' fees (on a solicitor and client basis).

- End of Page -

NOTICE TO THIRD PARTY CHARGOR(S)

- 1. By signing this document, you may be liable instead of or as well as the Borrower for all moneys due and owing by the Borrower to the Bank from time to time.**
- 2. You are advised to seek independent legal advice before signing this document.**

Dated the _____ day of _____ 20____

*** EXECUTION BY COMPANY**

The Common Seal of _____)
_____)
_____)
was affixed to this document)
in the presence of: _____)
_____)

.....
Director

.....
Director/Secretary

* I, _____ *Magistrate, Justice
of the Peace, Land Administrator, Notary Public, Commissioner for Oaths or an advocate
and solicitor of the High Court of *Malaya/Borneo practicing at _____

_____ hereby certify that on this _____ day of _____ the common seal of _____
was duly affixed to the within written instrument in my
presence in accordance with the regulations of the said Company.

Witness my hand this _____ day of _____

.....
Name:
NRIC No.:
Designation:

* Delete where not applicable

Dated the _____ day of _____ 20____

* EXECUTION BY INDIVIDUAL(S)

* Signed by _____)
_____)
_____)
_____)
in the presence of: _____)

* I, _____ *Magistrate, Justice
of the Peace, Land Administrator, Notary Public, Commissioner for Oaths or an advocate
and solicitor of the High Court of *Malaya/Borneo practicing at _____

_____ hereby certify that the signature(s) of the donor (s) above named was/were
written in my presence on this _____ day of _____, and is, to my
own personal knowledge, the true signature(s) of _____

who has/have acknowledged to me that he/they is/are of full age and that he/they
has/have voluntarily executed this instrument

Witness my hand this _____ day of _____

.....
Name:
NRIC No.:
Designation

* Delete where not applicable

EXECUTION BY BORROWER (for 3rd Party Charge)

We hereby confirm and agree to be jointly and severally bound by all the terms, conditions, stipulations, covenants, warranties and undertakings stipulated in this Charge.

Dated the _____ day of _____ 20____

* EXECUTION BY COMPANY

The Common Seal of _____)
_____)
_____)
was affixed to this document _____)
in the presence of: _____)
_____)

.....
Director

.....
Director/Secretary

* I, _____ *Magistrate, Justice
of the Peace, Land Administrator, Notary Public, Commissioner for Oaths or an advocate
and solicitor of the High Court of *Malaya/Borneo practicing at _____

_____ hereby certify that on this _____ day of _____ the common seal of
_____ was duly affixed to the within written instrument in my
presence in accordance with the regulations of the said Company.

Witness my hand this _____ day of _____

.....
Name:
NRIC No.:
Designation:

** Delete where not applicable*

FIRST SCHEDULE

Section 1 : **Date of this Charge** (First Paragraph)

Section 2 : **Particulars of the Borrower** (First Paragraph)

Section 3 : **Particulars of the Facilities Documents** (First Paragraph)

Section 4 : **Particulars of the Chargor(s)** (Clause 39.1.1(ii))

Section 5 : **Description of the Principal Instruments** (Clause 44)