

CHARGE (ANNEXURE)

I/We, the person(s) described as the Chargor in Section 1 of the Schedule (“Chargor”) has/have this day charged the land described in the Jadual/Memorandum of Charge to **UNITED OVERSEAS BANK (MALAYSIA) BHD.** (Company No. 271809 K) a company incorporated in Malaysia with a place of business as stated in Section 2 of the Schedule (“Chargee”) on the terms and conditions in this Charge.

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Charge, the following expressions have the meanings given below, unless expressly provided otherwise:-

<u>Words</u>	<u>Meaning</u>
Associated Party	Any of the following:- <ul style="list-style-type: none">(a) The Borrower’s director.(b) The Borrower’s shareholder.(c) A company in which any of the Borrower’s directors is a director or shareholder.(d) A company in which any of the Borrower’s shareholders is a shareholder or director.(e) The Borrower’s holding company.(f) The Borrower’s subsidiary company.(g) A company in which the Borrower is directly or indirectly a shareholder.(h) A partnership in which the Borrower is a partner.(i) A sole-proprietorship in which the Borrower is a proprietor.(j) A company in which the Borrower is a director.
Bank Negara Malaysia	The Central Bank of Malaysia established under the Central Bank of Malaysia Act 1958 and 2009.
Banking Facilities	All of the advances or banking or credit facilities made available or agreed to be made available or which will continue to be made available by the Chargee to the Borrower now or from time to time. Where relevant, “Banking Facilities” will include any part of such banking facilities and the outstanding balance from time to time. “Banking Facility” means any one of the Banking Facilities.
Base Lending Rate	The rate of interest fixed by the Chargee from time to time based on guidelines issued by Bank Negara Malaysia which is reflective of the total cost to the Chargee for maintaining the Banking Facilities, together with such allowance, profit margin, or such substituted rate by whatever name fixed by the Chargee from time to time

pursuant to any subsequent guidelines issued by Bank Negara Malaysia or any other relevant authority.

Borrower	The person named in Section 3 of the Schedule. Where the Borrower and the Chargor are the same person, “the Borrower” will be used interchangeably with “the Chargor”.
Chargor	The person named in Section 1 of the Schedule. Where the Borrower and the Chargor are the same person, “the Borrower” will be used interchangeably with “the Chargor”.
Code	The Internal Revenue Code of 1986 issued by the US.
Commitment	The commitment of the Chargee to the Borrower to make available the Banking Facilities upon the terms and conditions of this Charge, and the terms and conditions referred to in Section 17.14.
Event of Default	Any of the events or matters specified in Section 10.
FATCA	Sections 1471 through 1474 of the Code and the regulations and other guidance issued under the Code, each as amended from time to time (commonly known as the Foreign Account Tax Compliance Act) (“FATCA”) or any other agreement entered into with or between authorities for the implementation of FATCA.
Group	The Chargee’s branches, agencies, representative offices, affiliated, associated or related corporations, and their respective officers, servants or agents, whether situated in or out of Malaysia, and includes the Chargee.
Indebtedness	<p>The aggregate of all monies whether principal, interest, capitalised interest, commission, fees, costs or charges outstanding or payable or agreed to be payable by the Borrower, Chargor and/or any other Security Party to the Chargee from time to time in respect of the Banking Facilities or any account and includes all liabilities incurred by the Borrower to the Chargee in respect of –</p> <ul style="list-style-type: none">(a) cheques, bills, notes, drafts or other negotiable or non-negotiable instruments accepted, paid or discounted for and on behalf of the Borrower; or(b) any other payments, loans, credit or advances made to or for the use or accommodation or on behalf of the Borrower; or(c) any bond, guarantee, indemnity, or letter of credit given, established or opened by the Chargee for or at the Borrower’s request; or

- (d) foreign exchange transactions, and any contracts for the forward delivery of goods, bills, or specie; or
- (e) any other banking facilities, trust receipts, or any other security,

whether present or future, actual or contingent, alone or jointly with any other person and in whatever style or name, and whether as principal or surety.

Land	The land described in the Memorandum of Charge attached, and shall have the meaning assigned to "land" under the Land Code, or "parcel" under the Strata Titles Act, as the case may be.
Land Code	The National Land Code 1965, including the Sabah Land Ordinance (Cap. 68) or Sarawak Land Code (Cap. 81), as the case may be.
Letter of Offer	The letter(s) of offer or facility letter(s) issued by the Chargee and accepted by the Borrower from time to time by which the Chargee agreed to grant and the Borrower agreed to accept the Banking Facilities, including any amendments, additions, supplements, or substitutions.
Personal Data	may include, but is not limited to, the Borrower and/or the Chargor's name, address, occupation, contact details, information captured on security systems (including a recording of the Borrower and/or the Chargor's image on Closed Circuit Television (CCTV)), the information contained in any of the Borrower and/or the Chargor's account(s) the Borrower and/or the Chargor may have with the Chargee either singly or jointly with any other person, the type of products and/or services that the Borrower and/or the Chargor has subscribed to with the Chargee and such other necessary data regarding the Borrower and/or Chargor and the Borrower and/or Chargor's transaction(s) with the Chargee.
Prescribed Rate	Such rate fixed by the Chargee from time to time having regard to, amongst others, the nature of each Banking Facility, including the rate as changed from time to time.
Security Documents	This Charge, the Letter of Offer, and any other guarantee, charge, indemnity, debenture, and any other security documents that have been or will be executed by the Borrower and/or the Chargor and/or any Security Party to secure the payment or repayment of the Indebtedness.
Security Party	Any party which provides or from time to time provides any guarantee or security to secure the payment of all or part of the Indebtedness.

Strata Titles Act	The Strata Titles Act, 1985 or the Sabah Land Ordinance (Cap. 68) and Land (Subsidiary Title) Enactment, 1972 (Sabah) or the Strata Titles Ordinance, 1974, as the case may be.
US	United States of America.
US Person(s)	a US citizen or resident individual, a partnership or corporation organised in the US or under the laws of the US or any state of the US, a trust if (i) a court within the US would have authority under applicable law to render orders or judgments concerning substantially all issues regarding administration of trust, and (ii) one or more US Person(s) have the authority to control all substantial decisions of the trust, or an estate of a decedent that is a citizen or resident of the US. This definition shall be interpreted in accordance with the Code. Please note that persons who have lost their US citizenship and who live outside US may nonetheless in some circumstances be treated as a US Person(s).

1.2 Interpretation

- (a) In this Charge, unless the context requires otherwise –
- (i) words referring to the singular include the plural (and vice versa);
 - (ii) words referring to a gender include all genders;
 - (iii) a reference to a person includes its personal representatives, successors-in-title, assigns, and transferees;
 - (iv) words applicable to natural persons include any body or persons, company, corporation, firm, or incorporated or unincorporated partnership;
 - (v) a reference to “this Charge” or other similar reference refers to this Charge as a whole, and not to any particular provision of this Charge; and
 - (vi) a reference to Sections is a reference to Sections of this Charge unless otherwise specified.
- (b) The headings and sub-headings of this Charge are inserted for convenience only, and are to be ignored when interpreting the provisions of this Charge.
- (c) The expressions “month” and “year” mean a calendar month and a period of 365 days respectively.
- (d) Where an act is required to be done within a specified number of days after or from a specified date, the period excludes the specified date. Similarly, a period from the occurrence of an event or the doing of an act

excludes the day on which the event happens or the act is done or required to be done.

- (e) References to any statute, rules or regulations made under the statute are references to the statute, rules or regulations as amended or re-enacted from time to time.
- (f) Where the Borrower and/or the Chargor is a company, any references relating to insolvency will be read as references relating to the winding-up, liquidation, amalgamation or reconstruction of the Borrower and/or the Chargor.
- (g) Where there are two or more persons or parties included in the expressions “the Borrower” and/or “the Chargor”, agreements and other matters expressed to be made by or on the part of the Borrower and/or the Chargor are deemed to be made by or binding upon such persons jointly and severally.
- (h) Where the expression “the Borrower and/or the Chargor” is used, agreements and other matters expressed to be made by or on the part of the Borrower and/or the Chargor are deemed to be made by or binding upon such persons jointly and severally.
- (i) The expressions “including” or “for example” (or other similar words) when introducing an example does not limit the meaning of words to those examples.
- (j) A reference to “payment” includes repayment, as the case may be.
- (k) A reference to costs or fees “on a solicitor and client basis” means the expenses that a client has to pay his lawyer.
- (l) A reference to “principal” includes all sums and monies advanced or paid to or on behalf of the Borrower and/or the Chargor by the Chargee or otherwise howsoever payable by the Borrower and/or the Chargor to the Chargee under this Charge (whether or not it forms part of the Banking Facilities), and “interest” includes interest at the relevant Prescribed Rate or at such other rates fixed by the Chargee from time to time on all such sums and monies.

Accordingly “principal and interest” includes all such sums and monies and interest.

2. CHARGE AS SECURITY FOR INDEBTEDNESS

2.1 Charge as security

- (a) In consideration of the Chargee, at the request of the Borrower and/or the Chargor, agreeing to grant, or continuing to grant or make available to and for the benefit of the Borrower, Banking Facilities as the Chargee thinks fit, and as security for the repayment of the Indebtedness, the Chargor charges the Land to the Chargee by way of a fixed charge under the provisions of the Land Code.

- (b) This security is created upon the terms and conditions in this Charge.

2.2 Covenant to pay

- (a) The Borrower and/or the Chargor covenants and undertakes that it will on demand pay the Chargee the Indebtedness.
- (b) The Borrower and/or the Chargor's covenant and undertaking above is up to the aggregate principal sum stated in Section 4 of the Schedule, with interest accruing on the principal (as well after as before any demand or judgment, and regardless of whether or not the banker-customer relationship between the Chargee and the Borrower has ceased or been terminated) to the date of full payment at the Prescribed Rate, together with commission, discount, other banking charges, and all costs, charges, and other expenses the Chargee may charge in respect of the Banking Facilities or any of the matters under this Charge, or which the Chargee may pay or incur under this Charge.

2.3 Continuing security

The security created by this Charge is and will be a continuing security for the Indebtedness, and will continue to be held by the Chargee until –

- (a) all amounts outstanding under the Banking Facilities, including contingent liabilities, have been fully settled by the Borrower and/or the Chargor; and
- (b) the Chargee has been fully released from all its obligations or contingent liabilities under the Banking Facilities or under any other instrument issued by the Chargee for the account of the Borrower,

even if the Borrower and/or the Chargor ceases to be indebted to the Chargee for any period(s), and regardless of –

- (c) any account(s) ceasing to be current or any settlement or closure of account(s) or otherwise;
- (d) the death, insanity or insolvency of the Borrower and/or the Chargor;
- (e) the voluntary or compulsory liquidation of the Borrower and/or the Chargor;
- (f) any change by amalgamation, consolidation or otherwise which may be made in the constitution of the company by which the business of the Borrower and/or the Chargor is currently being carried on; or
- (g) any change in the constitution or composition of the firm by which the Borrower's business is currently being carried on, whether by death, retirement, admission of partners, or any other reason.

2.4 Restriction against other charges

- (a) The Chargor declares that there is no mortgage, charge, pledge, lien, security assignment, right of set-off, caveats, or other security interests

or any other similar agreement or arrangement having priority over, or ranked equal, to this Charge.

- (b) The Chargor agrees not to sell, charge, mortgage, assign, execute any form of debenture (whether fixed or floating), pledge or lien, lease, agree to lease, let, or part with possession of all or part of the Land, or raise money on the security of the Chargor's rights in the Land, or deal with the Land in any manner without the Chargee's prior written consent. The Chargee's consent can be given or withheld at the Chargee's absolute discretion.
- (c) This Charge will not affect any collateral security now or in future given to the Chargee, whether the same is to secure full payment of the Indebtedness, and whether the security is taken as additional or collateral security or otherwise.

2.5 Liens and other security not affected

- (a) Nothing in this Charge will affect any lien to which the Chargee is entitled, or any other security which the Chargee may from time to time hold for or on account of the Indebtedness.
- (b) Nothing in this Charge will operate to merge or otherwise affect any bill, note, guarantee, mortgage, or other security which the Chargee may for the time being have for any Indebtedness, or any right or remedy of the Chargee.

2.6 Procedure on notice of further charge

- (a) If the Chargor (or any one or more of them) executes or creates any further or subsequent charge, mortgage, or encumbrance over all or any part of the Land in favour of any other corporation or persons, and the Chargee receives actual or constructive notice of this, the Chargee can immediately open a new or separate account with the Chargor in its books.
- (b) If the Chargee does not open such new or separate account, the Chargee will nevertheless be deemed to have done so at the time when the Chargee received or was deemed to have received such notice ("the time of notice").
- (c) From the time of notice, all payments in account made by the Borrower and/or the Chargor and/or any party to the Chargee will (regardless of any legal or equitable rule of presumption to the contrary) be placed or deemed to have been placed to the credit of the new or separate account so opened or deemed to have been opened. Such payments will not go towards reducing the amount due by the Borrower and/or the Chargor to the Chargee at the time of notice.
- (d) Nothing in this Section will affect the security which the Chargee otherwise would have had under this Charge for the payment of the Indebtedness, even though it may become due or owing or be incurred after the time of notice.

2.7 Covenant to perfect and provide further security

- (a) The Borrower and/or the Chargor will, whenever required by the Chargee, execute in favour of the Chargee (or as the Chargee may direct) legal or other mortgages, charges, assignments, transfers, or agreements as required by the Chargee of and on the Borrower's and/or the Chargor's estate, assets, or business, which now or in future will belong to the Borrower and/or the Chargor (including any vendor's lien) and the benefit of all licences held in connection with such estate, assets, or business to secure the Indebtedness.
- (b) Such mortgages, charges, assignments, transfers, or agreements will be prepared by or on behalf of the Chargee at the Borrower's and/or the Chargor's cost, and will contain all terms and conditions required by the Chargee to protect its interest.

3. BANKING FACILITY

3.1 Progressive release

- (a) The Chargee can, and is expressly authorised by the Borrower and/or the Chargor to, advance or pay (where applicable) all or part of the Banking Facilities to the builder, developer, contractor, architect or such other persons responsible for or concerned with the construction of any building ("the said building") or the vendor of the said building at such times, on such terms, in such manner, by such amounts, and upon such contingencies and conditions, as the Chargee decides in its absolute discretion.
- (b) The authorisation given by the Borrower and/or the Chargor is irrevocable. All advances and payments to the said person(s) will be deemed to be part of the monies secured by and owing under this Charge.
- (c) The acknowledgement or receipt of such person(s) will be as good and sufficient and effective as if it had been made or given by the Borrower and/or the Chargor.
- (d) The Borrower and/or the Chargor irrevocably agrees and confirms that the Borrower and/or the Chargor cannot object to or to restrain such payment by the Chargee.
- (e) If the Chargee has given or agreed to give on the Borrower's and/or the Chargor's authority (which authority is hereby confirmed by the Borrower and/or the Chargor) its express or implied undertaking, guarantee, or covenant to –
 - (i) any of the persons mentioned in Section 3.1(a) ("the Vendor") or its solicitors or firm of solicitors purporting to act for the Vendor to pay; or
 - (ii) pay the Chargee's solicitors to enable the Chargee's solicitors to give the Vendor or the Vendor's solicitors their solicitor's undertaking to pay,

the balance purchase price payable by the Borrower and/or the Chargor under the agreement of sale of the said building progressively in accordance with the terms in the said agreement, the Borrower and/or the Chargor agrees (in addition the Land being charged to secure the Indebtedness) that –

- (iii) the payment of all monies undertaken, guaranteed, or covenanted to be paid by the Chargee to the Vendor, the Vendor's solicitors, or the Chargee's solicitors (as the case may be) will be secured under this Charge; and
- (iv) the Borrower and/or the Chargor will at all times indemnify and keep the Chargee indemnified against all actions, proceedings, costs, expenses, claims, and demands which may be taken, incurred, or suffered by the Chargee arising from the Chargee's aforesaid undertaking given to the Vendor, the Vendor's solicitors, or the Chargee's solicitors (as the case may be).

3.2 No obligation to make further advances

- (a) The Banking Facilities granted or to be granted to the Borrower will be reviewed by the Chargee from time to time and at any time.
- (b) Nothing in this Charge will be deemed to impose an obligation on the Chargee to make or continue to make any advances or to afford any other accommodation or facility to the Borrower.

3.3 Prepayment

- (a) Regardless of any provision for payment of the loan by instalments, the Borrower and/or the Chargor can –
 - (i) upon payment of all accrued interest up to the date of prepayment of all or any part of the outstanding sum of the loan; and
 - (ii) after giving to the Chargee at least 3 months' notice in writing (or such other notice period fixed by the Chargee from time to time), or upon payment in lieu of such notice; and
 - (iii) upon payment of a premium calculated at such rates fixed by the Chargee from time to time; and
 - (iv) upon paying compensation for the funding loss suffered by the Chargee as a result of prepayment, the amount of which will be determined by the Chargee at its absolute discretion,

prepay the whole of the loan or such lesser amount as the Chargee may in its absolute discretion accept.

- (b) However, the acceptance of such lesser amount by the Chargee will in no way entitle the Borrower and/or the Chargor to a reduction in the amount of any instalments, but only to a reduction in the number of instalments.

- (c) The amount to be prepaid will be applied in repaying the instalment in the inverse order of maturity.
- (d) Such right to prepay will not be exercisable by the Borrower and/or the Chargor until the whole of the loan has been lent to or advanced to the Borrower.
- (e) Where the Borrower is required under the Letter of Offer to give the Chargee a prepayment notice, the Borrower is not allowed to make any prepayments under any prepayment notice which has lapsed or expired.

3.4 Further advances

- (a) The Chargee can at its discretion from time to time and if requested by the Borrower, advance to the Borrower without any reference to the Chargor further sums of money beyond the limit approved by the Chargee.
- (b) The Borrower must pay interest at such rate(s) prescribed by the Chargee over and above the Prescribed Rate on such sums advanced.
- (c) All interest and such sums advanced will form part of the monies secured by this Charge.

4. INTEREST

4.1 Calculation of interest

- (a) Interest will be calculated in accordance with the Chargee's usual practice, having regard to, amongst others, the nature of each Banking Facility, up to the date of full payment.
- (b) Interest will be charged on all amounts outstanding under the Banking Facilities.

4.2 Capitalisation

- (a) Subject always to Section 4.2(c), the interest on any principal monies for the time being secured by this Charge including capitalised interest will, at the end of each calendar month or such other periods as fixed by the Chargee be capitalised and added to the principal sum then owing.
- (b) The interest will then bear interest at the relevant Prescribed Rate and/or at any increased rate and be secured and payable accordingly, all the covenants and conditions contained in or implied by this Charge, all powers and remedies conferred by law or by this Charge, and all rules of law or equity in relation to the said principal sum and interest will equally apply to such capitalised arrears of interest and to interest on such arrears.
- (c) To determine whether the limit of the principal intended to be secured by this Charge has been exceeded or not, all accumulated and capitalised interest will be deemed to be interest and not principal sum.

4.3 Change of interest rate

- (a) Regardless of the other provisions relating to the rate of interest in this Charge, the Chargee can, from time to time at its absolute discretion, change the rate of interest by notifying the Borrower in writing of such intention.
- (b) The amended rate of interest will be effective from the date specified in the notice. Such notice will be binding on the Borrower and/or the Chargor, and can be served in the manner provided in Section 14.
- (c) The Borrower and the Chargor hereby agree to irrevocably waive the requirement of the service of the notice if the change of interest rate relates only to the change in the Chargee's Base Lending Rate.
- (d) If the rate of interest changes at any time, the amount of interest due will be recalculated such that –
 - (i) the interest at the former rate will be charged from the date on which the Banking Facility was advanced or paid, or the first day the former rate of interest takes effect, as case may be, up to the day preceding the date when the new rate of interest takes effect; and
 - (ii) interest at the new rate will be calculated from the date the new rate of interest takes effect up to the day prior to a subsequent change in the interest rate. Interest at the new rate will be deemed to be due as at the date when the variation takes effect.
- (e) No part of any payments to be made by the Borrower and/or the Chargor to the Chargee will be deemed to be a repayment of principal until all interest due or deemed to be due to the Chargee has been paid.
- (f) Where repayment is by instalment, if and whenever the rate of interest payable by the Borrower or the mode of computation of interest is changed, the Chargee may at its absolute discretion make the necessary adjustment, consequent upon any change required by the Chargee.
- (g) The Chargee also may (without affecting the above) –
 - (i) change the amount of any instalment payments; and/or
 - (ii) change the number of any instalment payments.

4.4 Interest rates in other security

- (a) When the payment of any monies secured or intended to be secured by this Charge is further secured to the Chargee by any bill of exchange, promissory note, draft, trust receipt, or other instrument reserving a higher rate of interest to be paid than that covenanted to be paid in this Charge, the higher rate of interest will be payable in respect of such monies.

- (b) Nothing contained in or to be implied from this Charge will affect the Chargee's right to enforce and recover payment of the higher rate of interest or the difference between the higher rate and the rate payable pursuant to this Charge.

4.5 Commitment fee

- (a) The Borrower and the Chargor agree and undertake to pay in addition to the interest payable, a commitment fee of 1% per annum (or at such other rate fixed by the Chargee from time to time) on any portion of any banking facilities unutilised by the Borrower.
- (b) The commitment fee will be debited to the Borrower's account at the end of each calendar month, or such other periods decided by the Chargee, and it will be capitalised and added to the principal sum then owing, and after that will bear interest at the relevant Prescribed Rate and be secured and payable accordingly.
- (c) All covenants and conditions contained in or implied by this Charge, and all powers and remedies conferred by law or by the terms and conditions of this Charge, and all rules of law or equity in relation to the said principal sum and interest will apply equally to the commitment fee, capitalised arrears of the commitment fee, and to interest on such arrears.
- (d) To ascertain whether the limit of the principal intended to be secured by this Charge has been exceeded or not, all accumulated and capitalised commitment fee will be deemed to be interest and not the principal sum.

4.6 Additional interest and default rate

- (a) Regardless of the other terms and conditions in this Charge, if the agreed limit on any Banking Facility fixed by the Chargee is exceeded, the Chargee can at any time levy or impose interest at such rates fixed by the Chargee at its sole and absolute discretion at any time on any such excess amount in the respective Banking Facility calculated on a daily basis with monthly or other periodic rests in accordance with the type of Banking Facility applicable.
- (b) In addition to and without affecting the powers, rights, and remedies granted under this Charge, if the Borrower and/or the Chargor defaults in the payment on the due date of any money payable by the Borrower and/or the Chargor to the Chargee, the Borrower and/or the Chargor will pay the Chargee interest at the rate fixed by the Chargee at its absolute discretion from time to time.
- (c) This interest will be calculated from the date of such default until the date of full payment of the said amount with monthly or other periodic rests, in accordance with the type of Banking Facility applicable, as well after as before any demand or judgment, and regardless of whether or not the banker-customer relationship between the Chargee and the Borrower has ceased or been terminated.

4.7 Interest where Banking Facilities are withdrawn or revoked

- (a) If the Banking Facilities are withdrawn or revoked and/or the said account(s) (current or otherwise) are closed either by demand or by the death of the Borrower and/or the Chargor (or where the Borrower and/or the Chargor consists of more than one person, by the death of any one of them) or liquidation of the Borrower and/or the Chargor, and a balance is owing to the Chargee by the Borrower, the Borrower and/or the Chargor or the personal representative or successors-in-title of the Borrower and/or the Chargor will, so long as all or any part of the same remains owing, pay to the Chargee interest on the sums owing at the rate specified in Section 4.6(b), or such higher rate prescribed by the Chargee from time to time.
- (b) The interest will be calculated on a daily basis with monthly or such other periodic rests in accordance with the type of Banking Facility applicable, both after as well as before any demand or judgment, and regardless of whether or not the banker-customer relationship between the Chargee and the Borrower has ceased or been terminated, when such balance has been ascertained until full payment is received by the Chargee.
- (c) The statement of the manager, acting manager, or any other officer of the Chargee as to the amount of such balance will be final and conclusive against the Borrower and/or the Chargor, its estate executor, administrator, legal representative, or successor-in-title for all purposes, including legal proceedings.

5. THE LAND

5.1 Custody of documents

The Chargee will have custody or possession of the issue document of title in respect of the Land.

5.2 Restriction on production of documents

- (a) To the extent permitted by law, the production of any documents will be restricted to instances where the production of any document is required for any action or matter initiated or instituted by the government or any governmental authority, department, agency, or officer, and not where such document is required for any purpose or to effect any transaction conducted or initiated by the Chargor.
- (b) Nothing contained or expressed in the Land Code or any other applicable law or statute will be construed as or deemed to be consent by the Chargee (whether express or implied) to any act or transaction requiring the consent of the Chargee.

5.3 Payment of outgoings

- (a) The Chargor will punctually pay all quit rents, assessment, rates, taxes, service charges, maintenance fees, and all other outgoings payable from time to time in connection with the Land.

- (b) The Chargor must produce to the Chargee the receipts for all such payments. If the Chargor fails to pay any of the said monies, the Chargee can (but is not obliged to) pay all or any part of the said monies.

5.4 Repairs

- (a) The Chargor will –
 - (i) keep the Land, including all fixture and additions, in good and substantial repair and condition to the satisfaction of the Chargee;
 - (ii) permit the Chargee or its agent with or without workmen and others at any time at convenient daytime hours to enter into or upon the Land and examine its state and condition; and
 - (iii) immediately repair and make good all defects and want of repair which are notified in writing by the Chargee to the Chargor.
- (b) If the Chargor fails to do so –
 - (i) the Chargor will permit the Chargee to enter the Land and effect such repairs as the Chargee considers necessary; and
 - (ii) the Chargor shall bear the cost and expense of such repairs.
- (c) Nothing in this Section and no act of the Chargee its servants or agents done pursuant to the provisions of this Section will render the Chargee liable as chargee in possession.

5.5 Maintenance

- (a) The Chargor will not –
 - (i) pull down or remove any building or fixture now or in future erected on or affixed to the Land or any part of the Land; or
 - (ii) make any alterations or erect any addition, or execute any improvement to the Land without the prior written consent of the Chargee.
- (b) The Chargor will immediately replace and make good the same if such alteration, pulling down or removal, or any alteration or erection of any additional improvement occurs. If the Chargor fails to do so, the Chargee can (but is not obliged to) replace and make good the same, and the Chargor shall bear the cost and expense of such replacement or action.
- (c) Nothing in this Section and no act of the Chargee its servants or agents done pursuant to the provisions of this Section will render the Chargee liable as chargee in possession.

5.6 Compliance with land title conditions

- (a) The Chargor will observe and comply with any express or implied conditions, covenants, restrictions, and category of land use binding on

the Land, and will not do, omit to do, or suffer to be done or omitted, any act, matter, or thing in or in respect of the Land, which will contravene the provisions of any law.

- (b) The Chargor will at all times indemnify and keep the Chargee indemnified against all claims, demands, actions, proceedings, costs, and expenses in respect of any such act, matter, or thing done or omitted to be done which contravenes such provisions.

5.7 Information on matters affecting security

- (a) The Chargor must inform the Chargee of any application, demand, notice, order or any other document or transaction which in any way affects, concerns, or touches the Land or any part of the Land immediately upon the issuance, publication, service, or occurrence of the same, and produce the same to the Chargee if requested.
- (b) The Chargor must do all acts and take all steps to safeguard and preserve all or any part of the Land, or the title or ownership of the Land.
- (c) The Chargor agrees that the Chargee may at the Chargee's absolute discretion, on behalf or in the name and at the expense of the Chargor, do any acts and employ any persons as the Chargee deems fit for the purpose of safeguarding and preserving the Land and every part of the Land.

5.8 User of building and land

- (a) The Chargor will not –
 - (i) use, or allow to be used, any building on the Land for purposes other than those for which it was built;
 - (ii) store or bring any articles of a combustible, inflammable, or dangerous nature into the Land; or
 - (iii) do or allow to be done anything which may cause any insurance policies to be void or voidable.
- (b) If required by the Chargee via a written notice, the Chargor will discontinue any use of the Land or part of the Land, or any building on it, that in the Chargee's opinion affects the Chargee's security.

5.9 Dealings with security

The Chargor will not, without the Chargee's prior written consent –

- (a) sell, transfer, charge or otherwise deal in any way with all or any part of the Land or any interest in the Land; or
- (b) make the same subject to any burden, charge, encumbrance, liability, or lien; or
- (c) make any application for the alteration of the category of land use or for the imposition of any fresh category of land use in respect of the Land, or

for rescission removal or amendment of any condition or restriction affecting the Land.

5.10 Leasing and possession

- (a) The Chargor will not lease, let out, or grant any licence or otherwise in any manner part with the possession or make or accept the surrender of any lease of or in respect of the Land or any part of the Land to any person, firms, or companies without the prior written consent of the Chargee.
- (b) The Chargee's consent may be given or refused at the Chargee's absolute discretion, and the decision of the Chargee will be final and conclusive.
- (c) The Chargor assigns and covenants to assign absolutely to the Chargee all the present and future rent, licence fees, rights and benefits accruing to the Chargor under any lease, tenancy, grant or licence in respect of the Land.

5.11 Cultivation

- (a) During the term of this security, the Chargor will continue to maintain the Land in a proper and workmanlike manner. Until this Charge is fully satisfied and discharged, the Chargee can at all reasonable times enter the Land to view and inspect the state of the Land.
- (b) The Chargee can employ visiting agents or any other persons from time to time to inspect the Land, and to produce a report at the Chargor's cost and expense.
- (c) During the term of this security, the Chargor will keep the Land clean, weeded, and free from lallang and other undergrowths.
- (d) If the Chargor fails to do the above, the Chargee can (but is not obliged to) employ, at the Chargor's cost and expense, labourers or workmen to keep the Land clean, weeded, and free from lallang and other undergrowths.
- (e) Nothing in this Section and no act of the Chargee its servants or agents done pursuant to the provisions of this Section will render the Chargee liable as chargee in possession.

5.12 Right of inspection

- (a) The Chargee and its agents and workmen can, at all reasonable times of the day, enter the Land and access and inspect any fixture on the Land.
- (b) Such access and inspection will not deem the Chargee liable as chargee in possession.

5.13 Valuation

- (a) The Chargor authorises the Chargee to value the Land at such interval as the Chargee decides by any valuer or qualified person chosen by the Chargee, at the Chargor's sole cost and expense.

- (b) If the valuation reveals that the sale value of the Land is lower than that at the date of this Charge, the Chargee can at its absolute discretion terminate the Banking Facilities or require the Borrower and/or the Chargor to provide further security within 14 days from the date of the Chargee's written notice.

6 INSURANCE

6.1 Insurance on the Land

- (a) The Chargor will at all times that this security continues to exist keep any building, fixture, or structure now or in future erected on or affixed to the Land properly insured against loss or damage by fire and such other risks as the Chargee requires. The policy will be on a full reinstatement value basis up to its full insurable value. The policy will be taken up in the Chargor's name with the insurance company appointed by the Chargee from time to time. The Chargee's interest as chargee and loss payee will be endorsed on the policies.
- (b) The Chargor will deposit the insurance policies with the Chargee as chargee, and will from time to time pay the premium and deliver the relevant receipts to the Chargee.
- (c) In addition to, and without affecting the agreements and stipulations implied, the obligations imposed, and the rights created, by law, custom and this Charge, the Chargor will, if required by the Chargee, keep insured the whole or any parts of the Land and effects included in this Charge of an insurable nature against loss or damage by fire and all other such risks and contingencies.
- (d) The above insurance will be for such amount, in such names, with such insurers, and through such agencies as the Chargee requires from time to time.
- (e) The cost and expense of taking up the above insurance will be borne by the Borrower and/or the Chargor.
- (f) If the Chargor does not effect, maintain or renew any such insurance stated above, the Chargee can (but is not obliged to), at the Borrower's and/or the Chargor's cost and expense, effect, maintain, or renew any such insurance as the Chargee may think fit.
- (g) Without affecting the earlier provisions of this Section (and whether or not the Chargor is in default) it is agreed that, if the Chargee in its absolute discretion considers it necessary, the Chargee can and is hereby expressly authorised by the Chargor to, effect, maintain, or renew any such insurance as the Chargee may think fit at the Chargor's cost and expense.
- (h) The Chargor agrees that the Chargor will not hold the Chargee liable for any negligence as a result of any action taken or omission to effect, take out, maintain, renew or increase any such insurance or otherwise. The

Chargee can retain for its own use and benefit any commission paid or allowed to it as agent to such insurers.

- (i) The Chargor will allow all insurance policies and receipts or other evidence of payment paid by the Chargor to remain in the custody of the Chargee. When required, the Chargor will deliver or produce to the Chargee or to such persons directed by the Chargee, any policy of insurance effected by the Chargor and the receipt or other evidence of payment of the current premium.

6.2 Conflicting insurance

Unless requested or consented to by the Chargee, the Chargor will not effect or keep on foot any insurance against any risk in respect of the Land, fixture, structures, premises, and effects where the Chargee or the Chargor has effected or kept on foot any such insurance.

6.3 Application of insurance money

- (a) The Chargee can at its discretion require all monies received on any insurance of the Land and effects, whether effected by the Chargee or by the Chargor, to be applied –
 - (i) in or towards making good the loss or damage in respect of which the money is received; or
 - (ii) at the option of the Chargee, in or towards the discharge of any Indebtedness.
- (b) The Chargor will hold all monies so received on such insurance in trust for the Chargee, and the Chargee may receive and give a good discharge for all such monies.

6.4 Other policy

- (a) The Chargee can at any time at its absolute discretion require the Borrower and/or the Chargor to take up and maintain a life assurance policy and/or any other policy guaranteeing the repayment of the Indebtedness, whether absolute and/or on the happening of a contingency, and to assign the policy and all connected benefits and advantages to the Chargee as further security for the Indebtedness.
- (b) If the Borrower and/or the Chargor fails to take up and maintain the said policy and assigning the same when required, the Chargee can at its absolute discretion take up and maintain a policy guaranteeing the repayment of the Indebtedness on such terms the Chargee thinks fit. In this case, all costs and expenses incurred by the Chargee in taking out and maintaining the policies will be payable by the Borrower and/or the Chargor to the Chargee with interest payable at the rate specified in Section 4.6(b), and until payment will form part of the Indebtedness.
- (c) The Borrower and/or the Chargor will allow all insurance policies and the receipts or other evidence of payment paid by the Borrower and/or the Chargor to be kept by the Chargee. The Borrower and/or the Chargor will when required deliver or produce to the Chargee or to such persons

designated by the Chargee, any insurance policy effected by the Borrower and/or the Chargor and the receipt or other evidence of payment of the current premium for the policy.

7. GOVERNMENT ACQUISITION

- (a) If –
- (i) all or any part of the Land at any time becomes the subject matter of, or is included in any notice, notification, or declaration concerning or relating to an acquisition by the government or any governmental authority, or any enquiry or proceedings in respect of the same; or
 - (ii) any government or governmental authority condemns, nationalises, seizes, or otherwise expropriates all or any part of the Land or assumes custody or control of all or part of the Land,
- the Chargor must immediately inform the Chargee, and send the Chargee copies of any such notice, notification, or declaration as soon as it is delivered to or served on the Chargor.
- (b) The Chargee can, at the Borrower's and/or the Chargor's expense, engage such advisors and agents (including solicitors and valuers) as it thinks fit to appear at, attend, or advise on any enquiry or proceedings relating to any acquisition, expropriation, or any of the matters in paragraph (a) above.
- (c) All monies received as or by way of compensation in respect of any of the matters in paragraph (a) above will be applied in or towards the discharge or payment of any monies or liability secured by this Charge, and the Chargor will and hereby declares that it will hold all such monies so received in trust for the Chargee, and the Chargor agrees and confirms that the Chargee may receive and give a good discharge for all such monies.
- (d) If all such monies are less than the amount due to the Chargee under this Charge, including interest and all monies and other charges due and payable by the Borrower and/or the Chargor to the Chargee under this Charge, the Chargor will immediately pay the Chargee the difference between the amount due and the amount received, and until such payment will pay interest on such balance at the rate in Section 4.6(b) with monthly or other periodic rests in accordance with the type of Banking Facility applicable, as well after as before any demand or judgment and regardless of whether or not the banker-customer relationship between the Chargee and the Borrower has ceased or been terminated.

8. REPRESENTATIONS AND WARRANTIES

The Borrower and the Chargor represent and warrant to and undertake with the Chargee as follows:-

- (a) **Capacity.** The Borrower and the Chargor have the power or capacity to execute, deliver and perform the terms of this Charge, and that all necessary action has been taken to authorise the execution, delivery and performance of this Charge.
- (b) **Contractual obligations.** This Charge constitutes, or when executed will constitute, the legal, valid and binding obligations of the Borrower and the Chargor in accordance with its terms.
- (c) **Authorisations and consents.** All consents, licences, approvals, authorisations, orders, and exemptions of any Ministry, agency, department, or authority in Malaysia and elsewhere which may be required or advisable for or in connection with the Banking Facilities, the execution, delivery, performance, legality, or enforceability of this Charge, have been obtained, and are in full force and effect.
- (d) **Proceedings.** Neither the Borrower, the Chargor nor any Security Party is in default under any agreement to which it is a party, or by which it is bound, and no litigation, arbitration, or administration proceedings are presently current, pending, or threatened, which might materially affect its solvency or its ability to perform its obligations.
- (e) **Material adverse change.** There has been no material adverse change in the financial condition or operations of the Borrower, the Chargor and/or any Security Party since the Borrower first applied for the Banking Facilities.
- (f) **Registered owner.** The Chargor is the registered owner of the Land, and the Chargor's interests in the Land are free from all defects and encumbrances.
- (g) **Compliance with laws.** The financing by the Chargee under this Charge, and the Chargee's agreement to make and continue to make available the Banking Facilities to the Borrower will not contravene or breach of any Act of Parliament, Ordinance, enactment, rule or law, regulation, order, or other statutory provision in force now or in future, including the provisions of the Financial Services Act, 2013, the Companies Act 2016, any lending limit or restriction imposed on the Chargee, guidelines, directives, or policies introduced from time to time by Bank Negara Malaysia or such other authority having jurisdiction over the Chargee.
- (h) **No default.** No Event of Default has occurred, is continuing, or will occur as a result of the Chargee making any advance or continuing to make the Banking Facilities available to the Borrower.
- (i) **Information.** All information furnished by the Borrower and/or the Chargor and/or any Security Party in connection with the application for the Banking Facilities do not contain any untrue statement, or omit to state any fact (the omission of which makes any statement made in those circumstances misleading), and the Borrower and/or the Chargor and/or any Security Party are not aware of any material facts or circumstances that have not been disclosed to the Chargee which might, if disclosed, adversely affect the Chargee's decision to grant the Banking Facilities (or part of the same), or to take the security.

- (j) **Incorporation.** Where the Borrower and/or the Chargor and/or any Security Party is a corporation, that the Borrower and/or the Chargor and/or the Security Party is duly incorporated and validly existing under the laws of the country of its incorporation, and has full power and authority to own its assets and carry on its business.
- (k) **No conflict or limitation.** Where the Borrower and/or the Chargor and/or and Security Party is a corporation, that neither –
 - (i) the execution and delivery of this Charge by the Chargor;
 - (ii) the performance or observance of any of the Chargor's obligations under this Charge or of the Borrower's obligations under the Banking Facilities;
 - (iii) the execution and delivery of the Security Document by the Security Party; nor
 - (iv) the performance or observance of any of the Chargor's or the Security Party's obligations under any security document,will –
 - (v) conflict with, or result in a breach of its Memorandum and Articles of Association, any law, statute, regulation, judgment, order, mortgage, contract, agreement, trust deed, or other instrument, arrangement, obligation, or duty by which it is bound; or
 - (vi) cause any limitation on any of its powers, howsoever imposed, or on the right or ability of its directors to exercise such powers, to be exceeded.
- (l) **Accounts.** Where the Borrower is a corporation, that the Borrower's accounts provided to the Chargee –
 - (i) were prepared in accordance with accounting principles and practices generally accepted in Malaysia, and consistently applied, and have been prepared, examined, reported on, and approved in accordance with all procedures required by law and the Memorandum and Articles of Association of the Borrower;
 - (ii) together with the notes to the accounts, give a true and fair view of the financial condition and operations of the Borrower as at the date of such accounts and for the period then ended; and
 - (iii) together with those notes, disclose or reserve against the liabilities (contingent or otherwise) of the Borrower as at the date of the said accounts and all material unrealised or anticipated losses from any commitment entered into by it and which existed on such date.
- (m) **Repeated at utilisation.** Prior to and on each of the dates of the utilisation of the Banking Facilities, the above representations and warranties are true and accurate in all respects as if made on each such

date, and as if repeated by reference to the then existing circumstances, except that each reference to accounts in paragraph (l) above will be construed as a reference to the then latest available annual accounts of the Borrower.

9. **BORROWER'S COVENANTS**

9.1 **Affirmative covenants**

The Borrower agrees and undertakes with the Chargee that, as long as the Banking Facilities remain available, or as long as Indebtedness remains payable, the Borrower will do the following:-

- (a) **Conduct of business.** Carry out and operate its business and affairs with due diligence and efficiency, and in accordance with sound financial and industrial standards and practices and in accordance with its Memorandum and Articles of Association.
- (b) **Licence.** Punctually obtain all necessary licences, and comply with all regulations and pay all outgoings relating to the carrying on of the Borrower's business.
- (c) **Information.** Furnish to the Chargee all such information reasonably requested by the Chargee concerning the use of the Banking Facilities and on any factors materially affecting the Borrower's business, operations, and financial condition.
- (d) **Maintenance of accounts.** Keep full and particular accounts of the carrying on of its business, keeping the said accounts up to date, and delivering to the Chargee within 30 days from the end of each half year of each financial year such number of copies requested by the Chargee of complete financial statements of the Borrower certified by its officers in such form as the Chargee may from time to time determine.

Also, as soon as available after the end of each financial year of the Borrower (but in any event within 90 days, unless extended by the Chargee) forward to the Chargee two copies each of the balance sheet, profit and loss accounts and reports of the Borrower audited and certified by qualified independent auditors, stating accurately, in accordance with generally accepted accounting standards, the Borrower's financial condition.

- (e) **Inspection.**
 - (i) Maintain or cause to be maintained records adequate to reflect, in accordance with consistently maintained sound accounting practices, the Borrower's operations and financial condition, and allow the Chargee or its agents and servants to inspect all records at any office, branch, or place of business of the Borrower or elsewhere and all records kept by any other authorities or persons so far as such records relate to or affect the Borrower's properties, assets, and business.

- (ii) Also, to give to the Chargee or any person authorised by the Chargee to inspect such record all required written authorities to enable the Chargee to inspect the said records.
- (f) **Cessation of rights.** Immediately inform the Chargee if the Borrower's power, authority and legal right to borrow under this Charge and to observe the terms and conditions of this Charge cease in any respect, or any of the Borrower's authorised signatories are no longer authorised to act on the Borrower's behalf.
- (g) **Share capital.** Ensure that its paid up share capital remains the same or more than its present paid up share capital. The Borrower can increase its paid up share capital, but after increasing it, cannot decrease it.
- (h) **Auditors.** Appoint from time to time such auditor or firm of auditors acceptable to the Chargee, and authorise such auditor or firm of auditors to supply the Chargee with a certified copy of any communication sent by such auditor to the Borrower, to communicate directly with the Chargee at any time in respect of any matter connected with the accounts and operations of the Borrower.
- (i) **Default.** Immediately inform the Chargee of the occurrence of any Events of Default or of any event of default in relation to any other indebtedness of the Borrower, or of any other occurrence of which it becomes aware and which in its reasonable opinion might adversely affect its ability to fully perform its obligations under this Charge.

9.2 Negative covenants

The Borrower further covenants and undertakes that, so long as the Banking Facilities remain available, or so long as any Indebtedness remains payable, the Borrower will not without the Chargee's prior written consent do any of the following:-

- (a) **Transactions.** Enter into any transaction with any person, firm, or company except in the ordinary course of business on ordinary commercial terms and on the basis of arm's length arrangements.
- (b) **Agency.** Establish any exclusive purchasing or sales agency.
- (c) **Purchase transactions.** Enter into any transaction whereby the Borrower might pay more than the ordinary commercial price for any purchase.
- (d) **Income or profit sharing.** Enter into any partnership profit-sharing or royalty agreement or other similar arrangement whereby the income or profits of the Borrower are or might be shared with any other person firm or company.
- (e) **Management contract.** Enter into any management contract or similar arrangement whereby the business or operations of the Borrower are managed by any other person firm or company other than a company deemed to be related to the Borrower under the Companies Act 2016.

- (f) **Memorandum & Articles of Association.** Add to, delete, vary or amend its Memorandum and Articles of Association in any manner inconsistent with this Charge.
- (g) **Financial year.** Change its financial year or the nature of its business.
- (h) **Asset disposal.** Sell, transfer, lease, or otherwise dispose of all or a substantial part of its business or assets.
- (i) **Restructuring.** Undertake or permit any merger, consolidation, or reorganisation.
- (j) **Authorised capital.** Decrease its authorised capital.
- (k) **Advances.** Repay or prepay any existing or future loan advanced or to be advanced to the Borrower by any corporation deemed to be related to the Borrower under the Companies Act 2016 and/or the Borrower's shareholders and/or its directors.

10. **DEFAULT**

10.1 **Events of default**

- (a) The Chargee can at its absolute discretion at any time suspend or cancel its Commitment, and demand for the immediate repayment of the Banking Facilities.
- (b) If any of the events of default in paragraph (e) occur, without affecting paragraph (a), the Chargee can (but is not obliged to) by written notice to the Borrower declare that the Banking Facilities are cancelled.
- (c) Following such a notice, the Chargee's Commitment will cease, and the total aggregate principal amounts outstanding under the Banking Facilities together with interest and all other sums payable under this Charge will immediately become due and payable on demand.
- (d) Also, the Borrower and/or the Chargor will provide cash cover on demand for all contingent liabilities of the Borrower to the Chargee, and for all notes or bills accepted, endorsed, or discounted, and all bonds, guarantees, indemnities, documentary or other credits, or any instruments whatsoever from time to time entered into by the Chargee for or at the request of the Borrower.
- (e) The Events of Default are the following:-
 - (i) **Non-payment or non-compliance.** The Borrower and/or the Chargor fails to pay on the due date any money or discharge any obligation or liability payable by the Borrower and/or the Chargor from time to time due to the Chargee, or fails to comply with any term or condition of any Banking Facility from the Chargee.
 - (ii) **Representation, warranty or undertaking.** If any representation, warranty or undertaking made to the Chargee by

the Borrower and/or the Chargor and/or any Security Party is or will become incorrect or misleading in a material respect.

- (iii) **Non-observance or non-performance.** The Borrower and/or the Chargor and/or any Security Party fails to observe or perform any of the agreements, covenants, stipulations, terms and conditions on the part of the Borrower and/or the Chargor and/or any Security Party contained in this Charge, or under any other charge or Security Documents.
- (iv) **Cessation of business.** The Borrower and/or the Chargor and/or any Security Party ceases or threatens to cease to carry on its business.
- (v) **Death or winding-up.** The Borrower and/or the Chargor and/or any Security Party dies, or a petition is presented, an order is made, or a resolution is passed for the winding-up of the Borrower and/or the Chargor and/or any Security Party.
- (vi) **Receiver and Manager appointed.** A Receiver and/or Manager is appointed to receive and/or manage all or part of the assets, undertaking or property of the Borrower and/or the Chargor and/or any Security Party pursuant to any charge, debenture, security document or otherwise.
- (vii) **Insolvency.** The Borrower and/or the Chargor and/or any Security Party becomes insolvent or allows any judgment against the Borrower and/or the Chargor and/or any Security Party to remain unsatisfied for 21 days.
- (viii) **Inability to pay debts.** The Borrower and/or the Chargor and/or any Security Party commits an act of insolvency, is unable to pay its debts, or suspends the payment of its debts, or enters into any composition or arrangement with or for the benefit of the creditors of the Borrower and/or the Chargor and/or any Security Party.
- (ix) **Compulsory acquisition.** A notice, proposal, or intention for compulsory acquisition of all or part of the Land is issued or made under or by virtue of an Act of Parliament, Ordinance, enactment, or rule of law, regulation, order, or other statutory provision in force now or in future.
- (x) **Chargee's discretion.** The Chargee decides in its sole and absolute discretion that the continuation of the Banking Facilities would be likely to be detrimental to its own position, or is otherwise undesirable, or that its security under this Charge or under any other Security Documents is in jeopardy. The Chargee's opinion will be final and binding on the Borrower and/or the Chargor and/or the Security Party.
- (xi) **Illegality.** Because of –
 - (A) any change after the date of this Charge in applicable law, regulation, or regulatory requirement; or

- (B) in the way any applicable law, regulation, or regulatory requirement is interpreted or applied by any relevant governmental or other authority,

it becomes unlawful for the Chargee to comply with its obligations under this Charge, or to continue to make available the Banking Facilities granted to the Borrower.

- (xii) **Other indebtedness.** Any indebtedness of the Borrower and/or the Chargor and/or any Security Party becomes capable, in accordance with its terms, of being declared due prematurely because –
 - (A) of a default by the Borrower and/or the Chargor and/or any Security Party in its respective obligations;
 - (B) the Borrower and/or the Chargor and/or any Security Party fails to make any relevant payment on its due date, or if due on demand when demanded; or
 - (C) the security for any such indebtedness becomes enforceable.
- (xiii) **Security.** The security created under this Charge, or any guarantee, indemnity, or other security for all or part of the Banking Facilities –
 - (A) fails or ceases to have full force and effect or to be continuing;
 - (B) is terminated or disputed or jeopardised or invalidated; or
 - (C) is unenforceable.
- (xiv) **Other events.** Any other event or series of events whether related or not (including any adverse change in the financial condition of the Borrower and/or the Chargor and/or any Security Party) could or might affect the ability or willingness of the Borrower and/or the Chargor and/or any Security Party to comply with all or any of its obligations under this Charge, or under any other security documents.
- (xv) **Cross default.** The Borrower and/or the Chargor and/or any Security Party and/or any Associated Party fails to discharge any obligation or liability with the Chargee or any other party, or default in the payment of any monies to the Chargee or any other financial institution or other party.
- (xvi) **Enforcement by creditor.** The Borrower and/or the Chargor and/or any Security Party and/or any Associated Party defaults under any loan, facility or accommodation granted to them (whether by the Chargee or any other party) which gives the right to the creditor concerned or the holder of the obligation

concerned the right to accelerate repayment of, withdraw; and/or enforce security for, such loan, facility or accommodation.

- (xvii) **Default in other accounts.** There is a default in the payment of any monies under the accounts of any other party for which the Borrower and/or the Chargor and/or any Security Party and/or any Associated Party are providing security or guarantee.

10.2 Discontinuance of progressive release

Regardless of anything in this Charge, the Chargee can, at its absolute discretion and without having to give any reason, and without discharging or affecting the security created by this Charge, refuse and/or discontinue the progressive release of all or any part of the Banking Facilities for the Borrower's and/or the Chargor's use or benefit if –

- (a) the Borrower and/or the Chargor fails and/or refuses and/or neglects to promptly pay the interest due on any of the progressive releases in accordance with the terms and conditions in any other security document, or any other charges, expenses, or outgoings due by the Borrower and/or the Chargor under this Charge; or
- (b) the Borrower and/or the Chargor breaches any of the express or implied terms and conditions in this Charge.

11 REMEDIES

11.1 Remedies of the Chargee

- (a) Upon demand or upon the occurrence of an Event of Default, the Chargee can exercise all or any of the following rights and powers:-
- (i) To enter and take possession of all or part of the Land, and to terminate summarily the Chargor's licence to occupy the Land.
- (ii) To let or lease all or part of the Land for such term of years, at such rent, and generally on such terms the Chargee decides at its absolute discretion.
- (iii) To receive rents and profits of the Land.
- (iv) To sell the Land by public auction or private treaty at such price, in such manner, and generally on such terms the Chargee decides at its absolute discretion. The Chargee can bid at any such sale.
- (v) To sue and bring a civil action to recover the Indebtedness.
- (b) The Borrower and/or the Chargor must do all things and execute all documents required by the Chargee in respect of the above.
- (c) No person dealing with the Chargee will be required to check whether the power exercised by the Chargee in enforcing this Charge has become exercisable.

11.2 Statutory notice

- (a) If the Chargor breaches any of the agreements, covenants, terms, stipulation, and undertakings in this Charge which the Chargor is required to observe and perform which has continued for more than one month, the Chargee can give a statutory notice pursuant to the provisions of the Land Code requiring the Chargor to remedy the breach within 7 days from the service of the statutory notice [or 30 days where the Sabah Land Ordinance (Cap. 68) applies].
- (b) Service of such notice will be effected in the same manner as specified in Section 14, or as prescribed by the Land Code.
- (c) If the Chargor does not remedy the breach mentioned in the statutory notice within the specified timeframe, the Chargee can apply for an order for sale of the Land under the Land Code.

11.3 Demands

- (a) Any demand for payment of the Indebtedness required or permitted to be given or made under this Charge to the Borrower and/or the Chargor may be made by a notice in writing requiring payment within 7 days from the date of demand.
- (b) The said demand by the Chargee may be signed on behalf of the Chargee by the manager, acting manager, or any other officer of the Chargee or by any solicitor or firm of solicitors purporting to act for the Chargee.
- (c) Such demand will be deemed to have been sufficiently served on the Borrower and/or the Chargor if it is served in accordance with Section 14.

11.4 Proceeds of sale

- (a) All monies received by the Chargee from any proceedings instituted or steps taken under this Charge will be applied in the following order:-
 - (i) Firstly, to pay the quit rent, rates, taxes, assessments and other outgoings due to the relevant authorities.
 - (ii) Secondly, to pay all costs (including the Chargee's solicitors costs on a solicitor and client basis), charges, expenses, and liabilities incurred by the Chargee in realising the Land, and to pay all other parties appointed in respect of such realization.
 - (iii) Thirdly, to pay the Chargee all interests, costs, charges, commission and other monies which are outstanding in connection with the Banking Facilities.
 - (iv) Fourthly, to pay all principal monies owing to the Chargee in connection with the Banking Facilities.

- (v) Fifthly, to pay the Chargee all other monies due and remaining unpaid under any of the Security Documents.
 - (vi) Sixthly, to pay the Chargee any of the Borrower's and/or the Chargor's liabilities to the Chargee (whether present, future, contingent, primary, secondary, collateral, secured or unsecured, several or joint) under any account, agreement, or contract with the Chargee.
 - (vii) Seventhly, towards settlement of any monies owing by any other company in the Borrower's and/or the Chargor's group of companies (including holding, subsidiary, and associated companies) to the Chargee (if any).
 - (viii) Eighthly, to the Borrower and/or the Chargor or any other entitled persons.
- (b) The Chargee can at its sole and absolute discretion change the order of payment above, or keep such amounts in a non-interest bearing suspense account. However, the change in the order of payment will not affect the Chargee's right to receive the full amount to which the Chargee would have been entitled to receive if the primary order of payment had been observed, or any lesser amount which the sum ultimately realised from the security may be sufficient to pay.

11.5 Insufficiency in proceeds of sale

- (a) If the amount realised by the Chargee in a sale of the Land under the provisions of this Charge after deduction and payment from the proceeds of such sale of all fees, dues, costs, rents, rates, taxes, and other outgoings on the Land, is less than the amount due to the Chargee (and whether at such sale the Chargee is the purchaser or otherwise) the Borrower and/or the Chargor must pay the Chargee the difference between the amount due and the amount so realised.
- (b) Until the payment in the preceding paragraph is made, the Borrower and/or the Chargor will also pay interest on such balance at the rate specified in Section 4.6(b) with monthly or other periodic rests (as the case may be) in accordance with the type of Banking Facility applicable, both after as well as before any demand or judgment, and regardless of whether or not the banker-customer relationship between the Chargee and the Borrower has ceased or been terminated.

11.6 Vacant possession

When the powers of sale under the Land Code becomes exercisable by the Chargee, the Chargor will deliver vacant possession of the Land to the Chargee, or any person authorised by it, immediately on receiving the Chargee's written demand.

11.7 Indemnity

In addition and without affecting the powers, rights, and remedies granted under this Charge, the Borrower and/or the Chargor will indemnify the Chargee against any loss or expenses (including legal expenses on a solicitor and client basis)

which the Chargee sustains or incurs because of any default in payment by the Borrower and/or the Chargor of any sum due under this Charge, including any interest or fees paid or payable on account of, or in respect of, any funds borrowed or deposits from third parties in order to maintain the amount in default, or in liquidating or re-employing such funds or deposits.

11.8 Rights to concurrent remedies

- (a) Regardless of Section 11.5, and any contrary provision in this Charge, it is agreed that, upon the occurrence of an Event of Default or breach of any of the provisions in this Charge or other Security Documents by the Borrower and/or the Chargor and/or any Security Party, the Chargee can concurrently exercise all or any of the remedies available under this Charge or other Security Documents, or by statute or otherwise.
- (b) The remedies referred to in the previous paragraph include pursuing all remedies of sale or possession pursuant to this Charge or other Security Documents, and a civil suit to recover all Indebtedness.

11.9 Involuntary loss

- (a) In exercising or executing any of the Chargee's powers under this Charge or by law, the Chargee will not be liable to the Borrower and/or the Chargor for any loss or damage incurred, or alleged to be incurred, by the Borrower and/or the Chargor.
- (b) The Chargee is not obliged to obtain the true or best market value of the Land.

12 CONSOLIDATION

Unless the Chargee agrees otherwise, this Charge will not be discharged except on full payment by the Borrower and/or the Chargor of not only all monies secured under the Charge, but also all monies which may become due or owing to the Chargee under any other loans and/or banking facilities granted to the Borrower and/or the Chargor; and/or any third parties from time to time (whether such liabilities be present, future, actual, contingent, primary, collateral, several, or joint) and whether secured by any other charge or security created now or in future or from time to time secured by the Chargor (or by any person through whom the Chargor claims in favour of or vested in the Chargee) or otherwise, and the Chargee's right of consolidation will apply to this security.

13 MODIFICATION AND INDULGENCE

The Borrower and/or the Chargor expressly consents and agrees that the Chargee may at any time and without in any way affecting the validity of the security, liabilities, and obligations created under this Charge –

- (a) determine, change, or increase the Banking Facilities granted to the Borrower, and open and/or continue any account or accounts current or otherwise with the Borrower and/or the Chargor and/or any Security Party at any branch or branches of the Chargee;

- (b) grant to the Borrower and/or the Chargor and/or any Security Party any time or indulgence;
- (c) renew any bills, notes, or other negotiable securities;
- (d) deal with, exchange, release, modify, or abstain from perfecting or enforcing any securities or other guarantees or rights it may now or in future have from or against the Borrower and/or the Chargor and/or any Security Party or any other person;
- (e) compound with the Borrower and/or the Chargor and/or any Security Party and/or any other person;
- (f) at the request of the Borrower and/or the Chargor and/or any Security Party accept payment of any monies due or becoming due under this Charge by such increased or reduced instalments as may be agreed, or agree to suspend payments in reduction of principal or give such further time for payment or grant such indulgences as may be agreed;
- (g) grant further facilities to the Borrower, reinstate, change, interchange, substitute or convert the Banking Facilities or any of them, or any of the principal limits or sub-principal limits of the Banking Facilities;
- (h) review, amend, or vary the Banking Facilities granted to the Borrower or its terms and conditions; and
- (i) have recourse to all or any remedies or means for recovering the monies hereby secured which may be available for such purpose at such time and in such order and manner as the Chargee may think fit.

14 **NOTICES**

- (a) **Language.** Any demand, request, notice or other communication ("Notices") by or on behalf of the Borrower and/or the Chargor, or the Chargee must be in writing in English or Bahasa Malaysia.
- (b) **Notices to Borrower and/or Chargor.** Notices can be given by the Chargee to the Borrower and/or the Chargor by –
 - (i) personal delivery to the usual last known place of residence, or at the last known registered office of the Borrower and/or the Chargor, or at the address of the Borrower and/or the Chargor stated in this Charge, or at the usual or last known place of business of the Borrower and/or the Chargor;
 - (ii) ordinary mail to any such addresses referred to in Section 14(b)(i);
 - (iii) facsimile transmission to the Borrower's and/or the Chargor's facsimile number in the Chargee's records;
 - (iv) sending an email to the Borrower and/or the Chargor's email address in the Chargee's records;

- (v) sending a short message system (SMS) to the Borrower's and/or the Chargor's mobile phone number in the Chargee's records;
 - (vi) being displayed at the Chargee's business premises;
 - (vii) being displayed on the Chargee's website; or
 - (viii) insertion in any statement of account sent by the Chargee to the Borrower.
- (c) **Deemed delivery.** Notices are deemed delivered to the Borrower and/or the Chargor as follows:-
- (i) If sent by personal delivery, at the time of delivery.
 - (ii) If sent by ordinary mail, the service will be deemed to be made 48 hours after posting, even if it is undelivered or returned undelivered. In proving service, it will be sufficient to prove that the notice was properly addressed and posted, or if it is served in such other manner as may be prescribed by the Land Code.
 - (iii) If sent by facsimile, SMS, email, or displayed at the Chargee's business premises or website, the service will be deemed to be made upon the facsimile, SMS or email being sent, or the notice being displayed.
- (d) **Notice from the Borrower and/or the Chargor.**
- (i) Notices from the Borrower and/or the Chargor to the Chargee may be sent by personal delivery or ordinary mail.
 - (ii) Notices by the Borrower and/or the Chargor to the Chargee must be duly signed by the Borrower and/or the Chargor or, if permitted by the Chargee, the Borrower's and/or the Chargor's authorised signatory. The Notice must be served on the Chargee at the address specified by the Chargee from time to time. Notices are deemed received by the Chargee upon actual receipt of the Notice and any additional documents or information which the Chargee may require to verify the source of the Notice.

15 **DISCLOSURE**

The Borrower and the Chargor agree that the Chargee (including the Chargee's officials, employees, agents or any other persons who the Chargee grants access to their records, correspondence or any material relating to the Borrower and/or the Chargor or the Banking Facilities) can disclose at any time at the Chargee's absolute discretion without notifying the Borrower and/or the Chargor beforehand, any information relating to the Borrower and/or the Chargor, a Security Party, the Borrower's and/or the Chargor's accounts with the Chargee, the Banking Facilities, and this Charge to the following persons:-

- (a) Any members of the Group, for any of the following purposes:-
- (i) Providing the Borrower and/or the Chargor with banking services.
 - (ii) Reporting.
 - (iii) Data matching.
 - (iv) Improving and furthering the provision of other services by the Chargee.
 - (v) Fraud or crime prevention.
 - (vi) Investigating, preventing or otherwise in relation to money laundering and criminal activities.
 - (vii) Debt collection.
 - (viii) Outsourcing the Chargee's operations.
 - (ix) Performance of duties as an officer of the bank or in connection with the conduct of audit or the performance of risk management.
 - (x) Facilitating the performance of the Chargee's or any members of the Group's function.
 - (xi) Compliance with the Group's policies, guidelines, directives or requirements.
 - (xii) Corporate exercise.
 - (xiii) Any legal process initiated by or served on the Chargee.
- (b) Any person, whether in Malaysia or elsewhere, who provides electronic or other services to the Chargee for the purpose of providing, updating, maintaining and upgrading the said services, including but not limited to investigating discrepancies, errors or claims.
- (c) Any person, whether in Malaysia or elsewhere, which the Chargee engages for the purpose of performing or in connection with the performance of services or operational functions which have been out-sourced.
- (d) The police or any public officer conducting an investigation in connection with any offence including suspected offences.
- (e) Credit card companies and financial institutions in connection with credit card enquiries.
- (f) Other banks, financial institutions, credit bureau or credit reference agents (only for credit information).
- (g) The Chargee's auditors, solicitors, and professional advisors.
- (h) The Chargee's stationery printers, vendors of the computer systems the Chargee uses, and to such persons installing and maintaining them and other suppliers of goods or service providers the Chargee engages.
- (i) Any receiver the Chargee appoints or appointed by any other party.
- (j) Any credit bureau of which the Chargee is a member, and any other members and/or compliance committee of such credit bureau.
- (k) Any rating agency, insurer or insurance broker or direct or indirect provider of credit protection.

- (l) Any actual or potential participant or sub-participant in relation to any of the Chargee's obligations under the banking agreement between the Borrower and/or the Chargor and the Chargee, or assignee, novatee or transferee (or any officer, employee, agent or adviser) of any of them.
- (m) For transactions effected or processed with or without the Borrower's and/or the Chargor's authority in or through the ATMs of other banks or financial or non-financial institutions or terminals or other card operated machines or devices the Chargee approves, to the bank, financial institution or non-financial institution, trader or other party accepting the use of the ATM card and their respective agents or contractors.
- (n) Any court, tribunal or authority, whether governmental or quasi-governmental with jurisdiction over the Chargee or any members of the Group.
- (o) The Central Credit Bureau or such other authority or body established by Bank Negara Malaysia, or any other authority with jurisdiction over the Chargee.
- (p) Any person to whom the Chargee or any members of the Group is permitted or required to disclose to under the law of any country.
- (q) Any other person to whom such disclosure is considered by the Chargee to be in the Chargee's interest, or the interest of any members of the Group (not applicable to strategic alliance for marketing and promotional purpose).
- (r) Any person in connection with enforcing or protecting any right under this Charge or any Security Documents.
- (s) Any person intending to settle any monies outstanding under the Banking Facilities.

16 COMPLIANCE WITH FATCA

- 16.1 The Borrower and the Chargor shall provide all required documentation or information, including but not limited to date of birth, countries of citizenship, countries of permanent residence, countries of tax residency and associated taxpayer identification numbers, that may be required to enable the Chargee or any member of the Group to comply with all requirements of FATCA or other agreement by or between governments.

The Borrower and the Chargor shall notify the Chargee in writing within thirty (30) days of any change that affects the Borrower and/or the Chargor's tax status in relation to FATCA under any laws, regulations or other agreement by or between governments.

- 16.2 The Borrower and the Chargor represent and warrant that they have provided to the Chargee all documentation or other information as may be required by the Chargee for compliance with FATCA and in connection with change in tax status and shall provide all required documentation or other information within seven (7) days of a request from the Chargee in writing or otherwise.

The Borrower and the Chargor further acknowledge that any failure on the Borrower and/or the Chargor's part to provide accurate and timely information pursuant to requirements and requests by the Chargee may result in the Chargee having to deem the Borrower and/or the Chargor recalcitrant and/or reportable and take all necessary action against the Borrower and/or the Chargor in order for the Chargee to be compliant with requirements under FATCA, local legislation in connection with FATCA and any other provision arising out of an agreement between governments pertaining to FATCA.

- 16.3 For individual Borrowers and/or Chargors, the Borrower and the Chargor consent to the collection, storage, and disclosure by the Chargee or any member of the Group of any Personal Data to persons from whom the Chargee or any member of the Group receive or make payments on behalf of the Borrower and/or the Chargor and to governmental authorities as required by law or other agreement by or between governments. The Borrower and the Chargor's consent shall be effective notwithstanding any applicable nondisclosure agreement. The Borrower and the Chargor represent that the Borrower and the Chargor have secured from any third party whose information is provided to the Chargee any consents and waivers necessary to permit the Chargee or any member of the Group to carry out the actions described in this Section 16.3, and that the Borrower and the Chargor will secure such consents and waivers in advance of providing similar information to the Chargee in the future.
- 16.4 For Borrowers and/or Chargors who are a sole proprietorship, partnerships or other business entity, a corporation, or an association, club or society or trust, the Borrower and the Chargor consent to the collection, storage, and disclosure by the Chargee or any member of the Group of any Confidential Information to persons from whom the Chargee or any member of the Group receive or make payments on behalf of the Borrower and/or the Chargor and to governmental authorities as required by law or other agreement by or between governments. Confidential Information includes the Borrower and/or the Chargor's Personal Data, the Borrower and/or the Chargor's bank account details, transactional information, and any other information that a reasonable person would consider being of a confidential or proprietary nature. The Borrower and the Chargor's consent shall be effective notwithstanding any applicable nondisclosure agreement. The Borrower and the Chargor represent that the Borrower and the Chargor have secured from any third party whose information is provided to the Chargee any consents and waivers necessary to permit the Chargee or any member of the Group to carry out the actions described in this Section 16, and that the Borrower and the Chargor will secure such consents and waivers in advance of providing similar information to the Chargee in the future.
- 16.5 The Borrower and the Chargor agree and acknowledge that the Chargee is entitled to take all necessary action to be and remain compliant with FATCA as is required by law or other agreement by or between governments. If some of the Borrower and/or the Chargor's income is reportable and some is not, the Chargee will report all income unless the Chargee can reasonably determine the reportable amount. The Borrower and the Chargor hereby authorise the Chargee or any member of the Group, where appropriate, to withhold or otherwise collect from any payment any required tax or other government assessment, including but not limited to any requirement to withhold or deduct an amount under the Code and the regulations and other guidance issued under the Code, each as amended from time to time or any other agreement by or between authorities.

- 16.6 The Chargee or any member of the Group, may take whatever action the Chargee consider appropriate to meet any obligations, either in Malaysia or elsewhere in the world, relating to the prevention of tax evasion. This may include, but is not limited to, investigating and intercepting payments into and out of the Borrower and/or the Chargor account(s) (particularly in the case of international transfer of funds), investigating the source of or intended recipient of funds, sharing information and documents with domestic and international tax authorities and withholding income from Borrower and/or the Chargor's account(s) and transferring it to such tax authorities. If the Chargee is not satisfied that a payment in or out of the Borrower and/or the Chargor's account(s) is lawful, the Chargee may refuse to deal with it.
- 16.7 To the fullest extent as may be permitted by law, the Chargee will not be liable to the Borrower and the Chargor for any losses, costs, expenses, damages, liabilities the Borrower and/or the Chargor may suffer as a result of the Chargee complying with legislation, regulations, orders or agreements with tax authorities or by and between tax authorities or if the Chargee make an incorrect determination as to whether or not the Borrower and/or the Chargor should be treated as being subject to tax or tax reporting obligations.
- 16.8 This Section 16 will override any inconsistent term or consent provided by the Borrower and/or the Chargor under any agreement with the Chargee to the extent that such agreement provides fewer or lesser rights for Chargee, whether before or after the date of this Charge. This Section 16 shall be without prejudice to any other clause in this Charge which provides for the request for information or disclosure of data.

17 MISCELLANEOUS

17.1 Terms of Banking Facility

With regard to any Banking Facility which is subject to any specific agreement or arrangement now or hereafter subsisting, the Borrower covenants to discharge and satisfy such Banking Facility in accordance with the terms of such agreement or arrangement.

17.2 Searches

- (a) The Chargee may but is not obliged to conduct insolvency/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.
- (b) The Borrower and the Chargor consent to the Chargee carrying out such searches on the Borrower and the Chargor to the extent permitted by law.
- (c) All charges incurred in connection with the above searches will be borne by the Borrower and/or the Chargor.

17.3 Payments by Chargee

- (a) All costs, charges, and expenses incurred by the Chargee under this Charge, including –

- (i) any expenditure incurred in the creation, registration, enforcement, and/or preparation of this Charge, or in the giving of any notice, or in the making of any demand for any monies secured by this Charge (including legal fees on a solicitor and client basis);
- (ii) paying any expenses or outgoings in respect of insuring, repairing, maintaining, managing, or realising the Land and/or any fixtures, crops, or plants on the Land;
- (iii) all other monies whatsoever paid by the Chargee in respect of the said costs, charges, expenses, and expenditure, or otherwise howsoever;
- (iv) defending, prosecuting, or otherwise taking part in or attending (whether on a watching brief as observer or otherwise) any action, enquiry, hearing, suit, or other proceedings affecting the Land and/or any fixture, crops, or plants on the Land, and all other payments and sums stipulated on a full indemnity basis; and
- (v) all or any other sums and monies paid or expended by the Chargee under or pursuant to the express or implied provisions of the Land Code and/or this Charge, and other usual banker's charges,

will be payable by the Borrower and/or the Chargor to the Chargee.

- (b) Until full payment the said sums will bear interest at the rate specified in Section 4.6(b) with monthly or such other periodic rests in accordance with the type of banking facilities applicable, as well after as before any demand or judgment and regardless of whether or not the banker-customer relationship between the Chargee and the Borrower has ceased or been terminated, from the date of the sums having been paid or extended, to the date of full payment.
- (c) The said sums together with interest will be debited to the Borrower's account, and will be deemed to be charged on the Land in addition to the principal sum hereby advanced and will form part of the first payment due under this Charge.

17.4 Taxes, Duties or Levies

- (a) The Borrower and/or the Chargor are liable to pay for any goods and services tax or other taxes or levies which as at the date of the Letter of Offer or at any date subsequent to the date of the Letter of Offer, is required by law (including the Goods and Services Tax Act) to be paid to any body or authority having jurisdiction over the Chargee, in respect of any moneys charged or incurred by the Chargee, during the continuation of the Banking Facilities so long as the Banking Facilities or any part of it remains outstanding and unpaid.
- (b) Any goods and services tax or other taxes or levies incurred by the Chargee in relation to the Banking Facilities and any other goods or

services provided under the Banking Facilities shall be borne and charged to the Borrower and/or the Chargor and in the event that the Chargee shall effect payment on the Borrower and/or the Chargor's behalf, the Borrower and/or the Chargor shall be liable to reimburse the Chargee for such amounts paid.

17.5 Waiver

- (a) Time will be the essence of this Charge.
- (b) No failure or delay by the Chargee in exercising, or any omission to exercise, any right, power, privilege or remedy accruing to the Chargee upon any default by the Borrower and/or the Chargor will –
 - (i) affect or impair any such right, power, privilege, or remedy;
 - (ii) be construed to be a waiver of such right, power, privilege, or remedy; or
 - (iii) an agreement to such default.
- (c) No waiver or action of the Chargee in respect of any default or any agreement to any such default will affect or impair any of the Chargee's rights, powers, privileges, or remedies in respect of any other or subsequent default.

17.6 Suspense account and proof of debt

- (a) The Chargee can place and keep any money received under this Charge in a non-interest bearing suspense account for as long as the Chargee thinks fit, without being obliged to use any part of it towards discharging any liability due or incurred by the Borrower.
- (b) Regardless of such payment in the event of any proceedings in or analogous to bankruptcy or insolvency of the Borrower and/or the Chargor, the Chargee may prove for and agree to accept any dividend or composition in respect of the whole or any part of such money.
- (c) After the Chargee has received such ultimate balance in full, any claim on the part of the Borrower and/or the Chargor to any excess or any security remaining with the Chargee will be a matter of adjustment between the Chargee and the Borrower and/or the Chargor and/or any other person or persons laying claim to the same.

17.7 Payment in gross

- (a) All monies received from or on account of the Borrower and/or the Chargor, from any other persons or estate, from the realisation of this Charge or any security, or otherwise for the purpose of being applied in the reduction of the Borrower's account or of the monies covenanted to be paid under this Charge, will be treated for all purposes as payments in gross, and not as appropriated or attributable to any specific part or item of the said monies covenanted to be paid, even if appropriated as such by the Chargee.

- (b) All securities held by the Chargee now or in future will be treated as security for the said general balance.
- (c) The Chargor, his estate or any other persons deriving or claiming title under the Chargor will have no claim to such security, and any part or interest in such security, unless the Chargee has received the full amount owing to the Chargee by the Borrower and/or the Chargor.

17.8 Right of set-off

- (a) The Chargee can at any time after an Event of Default or in making a demand, regardless of any settlement of account or any other matter, combine or consolidate all or any of the Borrower's and/or the Chargor's then existing accounts, including accounts in the Chargee's name, or of the Borrower and/or the Chargor jointly with others.
- (b) In addition, the Chargee can, after giving 7 days' notice to the Borrower, set-off or transfer any sum standing to the credit of any one or more such accounts in or towards satisfaction of any Indebtedness.
- (c) The Chargee's right above is applicable to all accounts, whether current, deposit, loan, or of any other nature, whether subject to notice or not, in any currency, and wherever situated.
- (d) If any of the Borrower's liabilities are contingent, the Chargee can set-off and transfer any sum standing to the credit of any of the Borrower's and/or the Chargor's accounts towards the satisfaction of the Borrower's contingent liabilities.
- (e) If the Borrower's actual liabilities are less than the amount set-off by the Chargee, the Chargee will refund the surplus to the Borrower and/or the Chargor.
- (f) Where a combination set-off or transfer requires the conversion between currencies, the conversion will be calculated at the Chargee's then prevailing spot rate of exchange (as fixed by the Chargee at its absolute discretion) for purchasing the currency for which the Borrower and/or the Chargor is liable.
- (g) Upon the issuance of the notice mentioned in Section 17.8(b), the Borrower and/or Chargor agree that the Chargee has the right to earmark or to place a hold on any monies standing to the credit of all or any of the Borrower and/or Chargor's accounts with the Chargee prior to the setting-off, and the Borrower and/or Chargor shall not be entitled to withdraw the monies without the Chargee's prior written consent.

17.9 Change in Chargee

The security, liabilities, and/or obligations created by this Charge will continue to be valid and binding for all purposes, regardless of any transfer or assignment of the Chargee's business, operations, assets, or liabilities, or any change by amalgamation, consolidation, reconstruction, or otherwise in the Chargee's constitution, or of any company by which the Chargee's business is carried on, and will be available by the company carrying on that business.

17.10 Change in Borrower and/or Chargor

- (a) The security, liabilities, and/or obligations created by this Charge will continue to be valid and binding for all purposes, regardless of any change (whether by insolvency, death, incorporation, amalgamation, liquidation, reconstruction, or otherwise) in the Borrower and/or the Chargor's name, style, constitution, or composition.
- (b) The expressions "the Borrower" and "the Chargor" in this Charge includes persons for the time being deriving title under the Borrower and/or the Chargor respectively, and no change of any sort in relation to or affecting the Borrower and/or the Chargor will in any way affect the security, liabilities, and/or obligations created by this Charge in relation to any transaction, whether past, present, or future.

17.11 Assignment or transfer of Charge

- (a) The Chargee can at any time at its absolute discretion and without notifying the Borrower and/or the Chargor, assign all or any part of its rights, interests, and obligations in this Charge, and/or transfer the benefit of this Charge to any person or corporation.
- (b) The costs and expenses of the Chargee and the assignee or transferee will be paid by the Borrower and/or the Chargor.
- (c) Following such assignment or transfer, the assignee or transferee will assume and be entitled to the rights, interests, and obligations of the Chargee in this Charge as if the assignee or transferee had been a party to this Charge in place of the Chargee.
- (d) Any recital or statement in this Charge of the amount due to the Chargee under or by virtue of this Charge will be conclusive and binding for all purposes against the Borrower and/or the Chargor.

17.12 Successors bound

- (a) This Charge will be binding on the Borrower's and/or the Chargor's heirs, liquidators, receivers, personal representatives, and successors-in-title, and on the Chargee's successors-in-title and assigns of the Chargee.
- (b) The Borrower and/or the Chargor cannot assign its rights or obligations under this Charge.

17.13 Severability

If any of the provisions in 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, and will not affect the remainder of this Charge, which will continue to be effective and in force.

17.14 Other terms and conditions

- (a) The terms and conditions in this Charge will be in addition to and not in derogation of any specific agreement or arrangement with regard to each Banking Facility now or from time to time existing between the Chargee

and the Borrower, or any terms and conditions that may be specified in any letters (including letters of offer) given by the Chargee to the Borrower from time to time.

- (b) If there is any inconsistency between the provisions of this Charge and the Letter of Offer, the Letter of Offer will prevail to the extent of the inconsistency.

17.15 Irrevocable right to debit account

- (a) The Chargee can (but is not obliged to) at any time without prior notice and without affecting the Chargee's other rights and remedies debit the Borrower's and/or the Chargor's current or other accounts with the Chargee and/or to debit the balance of any overdraft facility with –

- (i) all accrued interest;
- (ii) unpaid loan instalment of principal and interest;
- (iii) overdue trust receipts;
- (iv) term bills;
- (v) banker's acceptances;
- (vi) outstandings in respect of performance guarantees;
- (vii) indemnities;
- (viii) bonds;
- (ix) valuation fees;
- (x) insurance premiums;
- (xi) fees;
- (xii) commissions;
- (xiii) charges;
- (xiv) the costs and expenses referred to in Section 17.3 of this Charge;
- (xv) taxes, duties or levies; and
- (xvi) all other monies due on the Banking Facilities.

- (b) No such debiting will be deemed to be payment of the amount due (except to the extent of any amount in credit in the Borrower's and/or the Chargor's current or other accounts), or a waiver of any Event of Default under this Charge, or any other agreement relating to the Banking Facilities.

- (c) If such debiting causes the Borrower's and/or the Chargor's accounts to be overdrawn, the rate as specified in Section 4.6(a) will be payable.

17.16 Statement by Chargee

A certificate signed by the Manager, Acting Manager, or any other officer by the Chargee as to the monies or liabilities due, or owing to, or incurred by the Chargee on account of the Borrower and/or the Chargor will be conclusive evidence that the stated balance or amount is due or owing by the Borrower and/or the Chargor for all purposes, including any legal proceedings.

17.17 Costs

- (a) The Chargor will be liable to pay all fees and expense in connection with or incidental to this Charge, including the Chargee's solicitors fees in

connection with the preparation and execution of this Charge and all related documents.

- (b) If any monies payable by the Chargor under this Charge are required to be recovered by any legal process, or if any such monies are placed with solicitors for collection, the Chargor will pay (in addition to the monies then due and payable under this Charge) the Chargee's solicitors fees (on a full indemnity basis) and any other fees and expenses incurred in respect of such collection.

17.18 Release

- (a) Subject to Section 12 and the Chargee's rights under this Charge, upon repayment to the Chargee of the Indebtedness, the Chargor can obtain the discharge and release of the Land from the Chargee, at the Chargor's sole cost and expense (including the cost of the solicitors acting for the Chargee on a solicitor and client basis).
- (b) The memorandum of discharge of charge must be prepared by a firm of solicitors, and must be in the form as the Chargee considers appropriate.

17.19 Currency Indemnity

Unless otherwise specifically agreed in writing by the Chargee in relation to the Banking Facilities:-

- (a) The obligation of the Borrower and/or the Chargor shall be to pay the obligations or liabilities in the same currency in which the said obligations or liabilities are incurred ("Currency of Account").
- (b) Any amount received or recovered by the Chargee in respect of any sums expressed to be due to it from the Borrower and/or the Chargor under this Charge and/or the Security Documents in a currency ("Relevant Currency") other than the Currency of Account (whether as a result of, or arising from the enforcement of, a judgement or order of court of any jurisdiction or the death or insolvency of the Borrower and/or the Chargor or otherwise) shall only constitute a discharge to the Borrower and/or the Chargor to the extent of the amount in the Currency of Account which the Chargee is able, in accordance with its usual practice, to purchase with the Relevant Currency so received or recovered on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If that amount in the Currency of Account purchased with the Relevant Currency is less than the amount of the Currency of Account expressed to be due to the Chargee under this Charge and/or the Security Documents, the Borrower and/or the Chargor shall indemnify the Chargee against any loss sustained by it as a result thereof. In any event, the Borrower and/or the Chargor shall indemnify the Chargee against the cost of making any such purchase.

17.20 Independent payment obligations

The Borrower and/or the Chargor expressly agrees that each of its obligations to pay or repay under this Charge or the Security Documents –

- (a) constitute separate and independent obligations;
- (b) give rise to separate and independent causes of action;
- (c) apply regardless of any waiver or indulgence given by the Chargee for any other obligation;
- (d) remain in full force and effect regardless of any judgment, order, claim or proof for a liquidated amount in respect of any other obligation; and
- (e) can be relied upon and enforced by the Chargee independently, or together with any other action under such obligations or under the Security Documents, and the Chargee does not need to first use any other remedy available to the Chargee.

17.21 No proof in competition with the Chargee

- (a) Until all the Indebtedness is paid or discharged in full, the Chargor will not –
 - (i) claim any set-off or counterclaim against the Borrower in respect of any liability from the Borrower to the Chargor;
 - (ii) claim or prove in competition with the Chargee in respect of any payment by the Borrower; or
 - (iii) be entitled to claim or have the benefit of any set-off, counterclaim, payment, distribution, or security from or on account of the Borrower.
- (b) This applies whether or not the Chargor pays off any sum recoverable under this Charge, or on any other ground.

17.22 Chargor as principal debtor

- (a) Although between the Borrower and the Chargor, the Chargor is a surety for the Borrower, between the Chargor and the Chargee, the Chargor is a principal debtor.
- (b) The Chargor and the Land will not be released at any time by any indulgence given to the Borrower, or by any act, omission or thing which may release or discharge the Land or the Chargor's position as a surety for the Borrower.

17.23 Construction where Borrower and/or Chargor is not an individual person

If the Borrower's and/or the Chargor's name is that either of a firm, a limited company, or other corporation, committee, association or other unincorporated body, any of the provisions of this Charge that are primarily and literally applicable to natural persons –

- (a) will be construed and take effect as if the Borrower and/or the Chargor was an individual;

- (b) will bind all of the Borrower's and/or the Chargor's assigns and successors-in-title; and
- (c) if the Borrower and/or the Chargor is a firm, will bind the firm and every member of that firm carrying on business in the name of or in succession to the firm.

17.24 Unincorporated body

In addition to, and without affecting the other provisions of this Charge, it is agreed that even though the Borrower and/or the Chargor is a committee, association, or other unincorporated body which has no legal existence or which is under no legal liability to discharge obligations undertaken or purported to be undertaken by it or on its behalf, this security will be valid and have effect as though the Chargor were the principal debtor.

17.25 Borrowing and charging powers

Where any monies are owing and secured by this Charge, they will be deemed to be so owing and secured regardless of –

- (a) any legal limitation, incapacity or otherwise of the Borrower in respect of the borrowing of the Banking Facilities which might be a defence as between the Borrower and the Chargee; or
- (b) the Chargor's power to enter into this Charge;
- (c) any legal limitation in the power of any director, attorney, partner, agent or other person purporting to act or acting on behalf of the Borrower and/or the Chargor or any other irregularity in such borrowing or incurring of such liabilities.

17.26 Circumstances beyond the Chargee's control

If the Chargee is unable to perform any of its obligations under this Charge, or carry out any operations or provide any service due to any reason beyond the Chargee's control, including –

- (a) fire, earthquake, flood, epidemic, natural disaster, accident, riot, civil disturbances, industrial disputes, acts of terrorism, embargo, war, act of God;
- (b) any failure or disruption to telecommunications, internet, electricity, water, fuel supply; or
- (c) any circumstance in the nature of a force majeure (an unforeseeable event that prevents the Chargee from performing its obligations under this Charge or any Security Document),

the Chargee will not be in any way liable for any failure of performance or for any inconvenience, loss, injury, and damages suffered or incurred by the Borrower and/or the Chargor directly or indirectly as a result.

17.27 Market disruption

Regardless of what is stated in this Charge or any Security Document, the Chargee can –

- (a) at any time at the Chargee's absolute discretion; and
- (b) without having to give the Borrower any reason,

cancel or suspend the Banking Facilities by written notice, if in the Chargee's opinion there is any change in the national or international monetary, financial, political or economic conditions, or currency exchange rates, which would cause the continuation of the Banking Facilities to be temporarily or permanently impractical or not commercially possible.

17.28 Data protection

- (a) The Borrower and the Chargor hereby confirm that they have received, read, understood and agreed to be bound by the Privacy Notice issued by the Chargee (which is available at the Chargee's branches as well as at the Chargee's website at www.uob.com.my) and the clauses in this Charge as may relate to the processing of their Personal Data. For the avoidance of doubt, the Borrower and the Chargor agree that the said Privacy Notice shall be deemed to be incorporated by reference into this Charge.
- (b) The Borrower and the Chargor agree and consent that the Chargee may transfer the Personal Data outside of Malaysia. All Personal Data held by the Chargee and the Group will be accorded a reasonable level of protection against any loss, misuse, modification, unauthorised or accidental access or disclosure, alteration or deletion.
- (c) In the event the Borrower and/or the Chargor provides Personal Data relating to third parties, including data relating to their next-of-kin and dependents (where the Borrower and/or the Chargor is an individual) or data relating to their directors, shareholders, officers, individual guarantors and security providers (where the Borrower and/or the Chargor is a corporation), for the purpose of the Banking Facilities, the Borrower and the Chargor:
 - (i) confirm that the Borrower and the Chargor have obtained their consent or are otherwise entitled to provide this data to the Chargee and for the Chargee to use it in accordance with this Charge and/or the Banking Facilities;
 - (ii) undertake that the Borrower and the Chargor have informed the said third parties to read the Privacy Notice at the Chargee's website www.uob.com.my;
 - (iii) have informed the said third parties:-
 - (A) that the Chargee may collect or verify their personal and financial data with third party sources;
 - (B) that the Chargee may disclose their personal data to classes of third parties described in the Chargee's Privacy Notice;

- (iv) agree to ensure that the personal and financial data of the said third parties is accurate;
 - (v) agree to update the Chargee in writing in the event of any material change to the said personal and financial data; and
 - (vi) agree to the Chargee's right to terminate the Banking Facilities should such consent be withdrawn by the said third parties.
- (d) Where the Borrower and/or the Chargor instructs the Chargee to effect any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including data relating to those involved in the said transaction) may be received from or sent abroad, where it could be accessible by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing the Chargee and/or the Chargee's agents to enter into any cross-border transaction on the Borrower and/or the Chargor's behalf, the Borrower and the Chargor agree to the above said disclosures on behalf of the Borrower and/or the Chargor and others involved in the said cross-border transaction.
- (e) Additionally, but always subject to any laws (including regulations, guidelines and/or obligations) applicable to the Chargee or the Group (whether in or outside Malaysia), the Borrower and the Chargor agree that the Chargee and the Group, and the Chargee's merchants and strategic partners may contact the Borrower and/or the Chargor about products, services and offers, which the Chargee believes may be of interest to the Borrower and/or the Chargor or benefit the Borrower and/or the Chargor financially. Notwithstanding the foregoing, the Chargee will only disclose the Borrower and/or the Chargor's Personal Data (excluding data relating to the Borrower and/or the Chargor's affairs or account) to the Chargee's merchants and strategic partners where the Borrower and/or the Chargor's express prior consent has been obtained.
- (f) The Borrower and the Chargor may choose not to receive any direct marketing materials from the Chargee or the Group by writing in to the Chargee at 'Personal Financial Services, P.O. Box 13525, Menara UOB, Jalan Raja Laut, 50738 Kuala Lumpur' (or such other address notified by the Chargee) with the Borrower and/or the Chargor's request and the Chargee will abide by the Borrower and/or the Chargor's latest written instructions to the Chargee.
- (g) The Borrower and the Chargor acknowledge that certain communications such as statements of account and the Chargee's websites contain standard information regarding the Chargee's other products and services that cannot be removed without affecting the delivery/provision of the Chargee's services and/or products, the operation of the Banking Facilities and/or without imposing additional costs to the Borrower and/or the Chargor.

- (h) The Borrower and the Chargor are entitled to request in writing:
- (i) for any information in relation to their respective Personal Data that the Chargee holds or stores, upon payment of a prescribed fee;
 - (ii) for any information held or stored by the Chargee to be updated, amended and/or corrected;
 - (iii) for the Chargee to limit the processing of their respective Personal Data held or stored by the Chargee; and
 - (iv) to make an enquiry or complaint in respect of the Chargee's processing of their respective Personal Data.

For requests under (i) or (ii), the Borrower and/or the Chargor may make a request to the Chargee via the Chargee's Data Access Request Form or Data Correction Request Form respectively. These forms are available at the Chargee's branches as well as at the Chargee's website at www.uob.com.my.

The Borrower and the Chargor may direct all their requests to any of the Chargee's branches or 'Customer Communications Management, UOB Call Centre, P.O. Box 11212, Menara UOB, Jalan Raja Laut, 50738 Kuala Lumpur'.

The Chargee may charge a fee for processing the Borrower and/or the Chargor's request for access or correction. The Chargee may also refuse to comply with the Borrower and/or the Chargor's request in respect of (i) or (ii) above if the information supplied by the Borrower and/or the Chargor is insufficient (as determined by the Chargee) or where such request may breach or violate any law or regulation or any other reason which the Chargee deems not to be in the Chargee's interest to do so. If the Chargee refuses to comply with such request, the Chargee will inform the Borrower and/or the Chargor of the Chargee's refusal and reason for the Chargee's refusal.

- (i) The Borrower and the Chargor are responsible for ensuring that the information they provide the Chargee is accurate, complete and not misleading and that such information is kept up to date.
- (j) The Borrower and the Chargor acknowledge that if the Borrower and/or the Chargor subsequently withdraws the Borrower and/or the Chargor's consent to process the Borrower and/or the Chargor's Personal Data as given earlier to the Chargee, as the Chargee will not be able to process and/or disclose the Borrower and/or the Chargor's Personal Data in relation to the purposes set out in the Privacy Notice, the Chargee will have the right to not provide or discontinue the provision of any product, service, account and/or facilities that is linked to such Personal Data.
- (k) The Chargee reserves the right to amend this clause from time to time at the Chargee's sole discretion and shall provide prior notification to the Borrower and/or the Chargor in writing and place any such amendments on the Chargee's websites or by placing notices at the banking halls or at

prominent locations within the Chargee's branches or by such other means of communication deemed suitable by the Chargee.

- (l) This clause shall be without prejudice to any other clause in this Charge which provides for the disclosure of data.

17.29 Retention of Records

The Borrower and the Chargor agree that the Chargee is 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 the Chargee by the Borrower, the Chargor or any other third party, exceeding any retention period as set out under the Chargee's internal policies, guidelines and procedures and/or as provided under any applicable laws or regulations of any country having jurisdiction over the Chargee.

17.30 Laws applicable

This Charge will be governed by and interpreted in accordance with the laws of Malaysia, and the Borrower and/or the Chargor hereby irrevocably –

- (a) submits to the non-exclusive jurisdiction of the Courts in Malaysia;
- (b) waives any objections on the ground of venue or unsuitability of forum or any similar grounds; and
- (c) consents to service of process by registered mail or in any other manner permitted by the relevant law.

17.31 Compliance with court orders

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

17.32 Stamp duty endorsement

For the purpose of Section 4(3) of the Stamp Act, 1949, this Charge will be deemed to be an instrument of the nature stated in Section 5 of the Schedule.

- End of Page -

NOTICE TO THIRD PARTY CHARGORS

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

Signed by the parties on this _____ day of _____

Chargor

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

*The Chargor's common seal _____)
was affixed to this document _____)
in the presence of: _____)

.....
Director

.....
Director/Secretary

Chargee

Signed for and on behalf of _____)
the Chargee by its Attorney _____)
in the presence of: _____)

Note: Even if the Chargor and the Borrower are the same, the Chargor must still sign as the Borrower on the next page.

* Delete wherever inappropriate

I/We confirm and agree to be jointly and severally bound by the contents of this Charge.

Borrower

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

*The Borrower's common seal)
was affixed to this document)
in the presence of:)

.....
Director

.....
Director/Secretary

* Delete wherever inappropriate

SCHEDULE

Section 1 Particulars of Chargor

Section 2 Place of business of the Chargee

Section 3 Particulars of Borrower

Section 4 Principal sum referred to in Section 2.2(b)

Ringgit Malaysia

(RM)

Section 5 Stamp duty endorsement

For the purpose of Section 4(3) of the Stamp Act, 1949, this Charge will be deemed to be the *principal / subsidiary / collateral / and substitute instrument.

For the purpose of Section 4(3) of the Stamp Act, 1949, the following instruments will be deemed to be the principal instruments:

* Delete wherever inappropriate