

DEBENTURE

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

A **DEBENTURE** is made on this day of 20 between

_____, (Registration No. _____), a company incorporated in Malaysia and having its registered office at _____, (hereinafter referred to as the “**Borrower**”) of the one part; and

CIMB BANK BERHAD (Registration No. 197201001799 (13491-P)), a company incorporated in Malaysia and having its registered office at Level 13, Menara CIMB, Jalan Stesen Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur and having a place of business at _____ (hereinafter referred to as the “**Bank**”) of the other part.

WHEREAS:

- (1) By a Letter of Offer (as defined below) issued by the Bank to the Borrower, the Bank has agreed to grant to the Borrower the Facility upon the terms and subject to the conditions in the relevant Transaction Documents (as defined below).
- (2) It is a term of the Letter of Offer that the Borrower shall execute and deliver this Debenture in favour of the Bank to secure the repayment of all or any of the Indebtedness (as hereinafter defined).

NOW IN THIS DEBENTURE IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Debenture, words and expressions defined in the Letter of Offer, Facility Agreement and General Terms and Conditions shall, unless otherwise defined herein, have the same meanings when used or referred to in this Debenture.

1.2 Further Definitions

In this Debenture, each of the following expressions has, except where the context otherwise requires, the meaning shown opposite it:

“Bank”	CIMB BANK BERHAD (Registration No. 197201001799 (13491-P)), and shall include its successors-in-title, assigns and persons deriving title thereunder.
“Borrower”	_____ (Registration No. _____), a company incorporated under the laws of Malaysia and shall include successors in title, permitted assigns and persons deriving title under it.
“Charged Assets”	the assets, property, interests and rights for the time being comprised in and subject to the charges contained in this Debenture, and references to the Charged Assets include references to all or any part of it.
“Constitution”	has the meaning ascribed to it in the Companies Act 2016;
“Facility”	the facility or facilities stated in the Letter of Offer to be granted by the Bank to the Borrower as more particularly described in Recital (1) hereto, subject to the terms and conditions of the Transaction Documents and where the context so requires or admits, references to the Facilities shall be construed as a reference to one or more of the Facilities or all the Facilities and “Facility” shall be construed accordingly.
“Facility Agreement”	the agreement dated _____ executed between the Borrower and the Bank relating to the Facility upon the terms and conditions contained as set out therein; and shall include any variation, amendment or extension thereof or supplement thereto from time to time.
“General Terms and Conditions”	means the general terms and conditions in respect of the Facility as set out in the Bank's website at www.cimb.com.my/en/business/general-terms-conditions.html .
“Letter of Offer”	the letter of offer dated _____, including any variations, amendments, changes or supplemental which may from time to time be issued by the Bank to the Borrower in relation to the Facility.
“Indebtedness”	the aggregate of all monies, whether principal, interest, capitalized interest, commission, commitment fees, cost, charges, fees or other monies due, outstanding or payable or agreed to be payable by the Borrower and/or any Security Party to the Bank from time to time whether solely or jointly with any other person and whether as principal or surety and includes all liabilities, obligations and indemnities whether present or future or actual or contingent for the repayment and payment of all or any monies by the Borrower and/or Security Party in respect of or arising from the Facility or future facilities to be granted by the Bank to the Borrower, at any time and from time to time, and shall include any part thereof.

“Security Documents”	the agreements and documents in respect of the Security Interest.
“Security Interest”	any guarantee, mortgage, pledge, lien, right of set-off, sale with right of retention (other than a lien, right of set-off or sale with right of retention arising by operation of law and in the normal course of business), charge (whether legal or equitable, fixed or floating), assignment, debenture, hypothecation, deposit, insurance policy and/or any security interest of any kind (including without prejudice any “hold-back” or “flawed assets” arrangement title retention, assignment or transfer by way of security, sale and lease-back, sale and repurchase on credit terms) and/or any other arrangement having substantially the same legal or economic effect as any of the foregoing, and “secured” shall be construed accordingly.
“Security Party”	any persons presently or in future executing or providing any Security Interest and/or any form of security to the Bank for payment of the Indebtedness, and any reference to the Security Party includes references to any of them.
“Transaction Documents”	the Letter of Offer, the Facility Agreement, the General Terms and Conditions, this Debenture, the other Security Documents and such other documents and agreements as may be required by the Bank in relation to the Facility.

1.3 Construction

Unless the context otherwise requires, any reference in this Debenture to:

- (i) any statute is a reference to that statute as amended or re-enacted from time to time;
- (ii) the masculine gender includes the feminine and neuter genders and vice versa;
- (iii) the singular includes the plural, and vice versa; and
- (iv) a "receiver" includes a manager, and also a receiver and manager;
- (v) any "freehold property" or "leasehold property" or "immovable property" or "land" includes any buildings, structures or fixtures (including trade fixtures), fixed plant, machinery, or equipment from time to time and at any time thereon;
- (vi) a "lease" includes any letting, underlease, sublease, or tenancy and any agreement or any letting, underlease, sublease or tenancy;
- (vii) "shares" includes stock, options and other rights to acquire shares;
- (viii) references to a person are to be construed to include reference to a company, corporation, firm, partnership, joint venture, an unincorporated body of persons, individual of any state or any agency of a state, whether or not a separate legal entity.

1.4 Headings

Headings are for ease of reference only and shall be ignored in construing this Debenture.

2. UNDERTAKING TO PAY

The Borrower undertakes with the Bank that it will duly and punctually pay or discharge to the Bank:

- (i) the Indebtedness in accordance with the terms and/or conditions of the Transaction Documents; and
- (ii) all other moneys owing or payable under the terms and /or conditions of this Debenture.

3. CHARGES

3.1 Fixed and Floating Charges

The Borrower, as the legal and beneficial owner, hereby charges with the payment or discharge of the Indebtedness:

- (a) by way of _____ (first, second or third, etc., as the case may be) fixed charge:
 - (i) all the immovable property of the Borrower including freehold and leasehold property both present and future including all buildings and fixtures (including trade fixtures) from time to time on any such property, all liens, charges, options, agreements, rights and interests over the land both present and future, and all plant machinery, motor vehicles, computers and other equipment of the Borrower both present and future and the full benefit of all warranties and maintenance contracts for any of the same but excluding stock in trade of the Borrower;
 - (ii) all the property and/or equipment and/or machinery specifically stated in Appendix I herein;
(to delete if not relevant)
 - (iii) all stocks, shares, bonds and securities of any kind whatsoever whether marketable or otherwise and all other interests including but not limited to loan capital of the Borrower both present and future in any company, firm, consortium or entity whatsoever situate including all allotments, offers, rights, benefits and interests whatsoever offered or arising in respect of the same, whether by way of conversion, redemption, bonus, preference, option, dividend, interest, or otherwise;
 - (iv) all book and other debts, revenues, and claims both present and future (including bank deposits and credit balances) and all things in action due or owing or which may become due or owing to or purchased or otherwise acquired by the Borrower and the full benefit of all rights and remedies relating thereto including but not limited to any negotiable or non-negotiable instruments, guarantees, indemnities, debentures, legal and equitable charges and other security or proprietary rights, rights of tracing, liens and other rights and remedies of whatsoever nature in respect of the same;
 - (v) the uncalled capital, and all patents, patent applications, inventions, trademarks, trade names, registered designs, copy rights, know how, and other intellectual property rights, and all licences and ancillary rights and benefits including all royalties, fees, and other income deriving from the

same both present and future of the Borrower;

- (vi) all the goodwill and connection of all businesses for the time being carried on by or on behalf of the Borrower for the time being owned or held by the Borrower.

(to delete if not relevant)

- (b) by way of _____ (first, second or third, etc., as the case may be) floating charge:

- (i) all the undertaking of the Borrower and all its other movable and immovable property, other assets and rights, including but not limited to stock in trade of the Borrower, and the benefit of any Security Interest and securities from time to time and at any time held by the Borrower in respect of the same, and any such and other rights whatsoever and wheresoever, both present and future, and

- (ii) all the property stated in Clause 3.1(a) herein, if and in so far as the charges therein contained shall for any reason be ineffective as fixed charges.

(to delete if not relevant)

- (iii) all the property and/or equipment and/or machinery specifically stated in Appendix I herein;

(to delete if not relevant)

3.2 Conversion of Floating Charge into Fixed Charge

- (i) Crystallisation

The Bank may at any time by notice in writing to the Borrower convert the said floating charge over the property and assets described in Clause 3.1(b) above into a Fixed Charge as regards any or all of the properties or assets specified in the said notice which it shall in its discretion consider to be in jeopardy or in danger of being seized or sold under any form of distress or execution levied or threatened, and may appoint a receiver thereof, and the Borrower hereby undertakes to do and execute all acts and things to effect the abovesaid conversion in respect of the properties and assets specified in the said notice.

- (ii) Automatic Crystallisation Clause

If the Borrower charges, pledges, or encumbers in favour of any third party, whether by way of a fixed or floating security, any of the assets hereby charged, or attempts to do so without the prior written consent of the Bank, or if there be any petition presented or any resolution passed or any other step taken for the winding-up of the Borrower, or if any person attempts to levy any distress, execution, sequestration or other attempts or other process against any of the assets hereby charged, or if any floating charge whether created before or after the date hereof, shall crystallise over any of the assets hereby charged, the floating charges hereunder shall automatically without notice operate as fixed charges instantly upon such event occurring.

- (iii) Refloating

At any time after the floating charge shall crystallise over any of the assets hereby charged (hereinafter referred to as the "**Crystallised Charge**") whether pursuant to a notice given under

Clause 3.2(i) above or by reason of the appointment of a receiver or receivers pursuant to this Debenture or howsoever, the Bank may decrystallise or refloat the Crystallised Charge over all or any of the assets thereto by notice in writing to that effect to the Borrower.

(to delete if not relevant)

4. CONTINUING SECURITY

- 4.1 The security created under this Debenture is expressly intended to be and shall continue in full force and effect as a continuing security for the repayment of the Indebtedness until a written agreement by the Bank of an absolute and unconditional release or the execution by the Bank of a receipt for all (and not part only) of the Indebtedness.
- 4.2 The continuing nature of security hereby created shall not be determined or affected by the winding-up, amalgamation, or other similar proceedings, of the Borrower.
- 4.3 If the Bank shall determine that further or additional security is required from the Borrower to secure the Facility or Indebtedness for reasons due to any increase in the liabilities, commitment and/or obligations of the Bank under the Transaction Documents or there has occurred or is likely to occur any dilution, reduction, decrease or failure in any security interest created by the Borrower in favour of the Bank, the Borrower, shall upon receipt of prior written notice from the Bank, execute in favour of the Bank, or as the Bank may direct, such further legal or other mortgages, charges, debentures, assignments, or other Security Interest as the Bank shall require, of and on all the Borrower's rights, titles, and interests in any land or assets or business now belonging to or which may hereafter be acquired or belonging to the Borrower (including any vendor's lien), and the benefit of all licences held in connection therewith at the cost of the Borrower.
- 4.4 The Borrower shall at the request of the Bank, deposit with the Bank the document of title of any immovable property vested in the Borrower for any tenure and all or any debentures, shares, stocks, or other investments or securities registered in the name of the Borrower or belonging to the Borrower. Such deposit may be by way of collateral security for the repayment of moneys and liabilities hereby secured or for the purpose of securing any other moneys owing to the Bank and not secured hereby.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 The Borrower hereby represents and warrants to the Bank as follows:
 - (a) that it is absolutely entitled to the Charged Assets as at the date of this Debenture free from all Security Interests, encumbrances, and claims whatsoever;
 - (b) that the Borrower is duly incorporated under the relevant law and that this Debenture constitutes the legal, valid, and binding obligations of the Borrower in accordance with the terms and conditions of its Constitution (if applicable);
 - (c) that all requisite corporate shareholders and/or other approvals for the execution of this Debenture have been obtained;

- (d) that the execution, delivery and performance of this Debenture will not violate the provisions of any law or regulation or any order or decree of any governmental authority, agency or Court to which the Borrower is subject;
- (e) that all consents, approvals, authorisations of any relevant authority which are required on the part of the Borrower or which are advisable for or in connection with the execution, delivery, performance, legality, enforceability of this Debenture have been obtained and are in full force and effect and any conditions contained therein or otherwise applying thereto have been complied with, except for:
 - (i) payment of stamp duty in Malaysia;
 - (ii) registration of this Debenture with the Registrar of Companies;
 - (iii) the filing of the Power of Attorney contained in this Debenture with the High Court of Malaya;
- (f) that there is and shall be no person or party having priority over the Bank in respect of the Charged assets and/or this Debenture, save and except as the Bank may agree in writing in its discretion; and
- (g) that all the particulars and declarations furnished, provided or made by the Borrower in respect of the Borrower's application for the Facility are true, accurate, and correct in all respects.

5.2 The Borrower acknowledges that the Bank has accepted this Debenture on the basis of, and in full reliance upon, the aforesaid representations and warranties, which shall be correct and complied with in all material respects so long as this Debenture shall remain in force, and each of the above representations and warranties will be correct and complied with in all material respects so long as the Facility shall remain available.

5.3 The truth and correctness of all the matters stated in the representations and warranties herein contained shall form the basis of the Bank's commitment to make available or continue to make available the Facility to the Borrower. If any such representation and/or warranty made shall at any time hereafter be found to have been incorrect in any material respect, the Bank shall have the right at its discretion to review, suspend, recall or terminate the Facility or any part thereof.

6. UNDERTAKINGS BY BORROWER

6.1 The Borrower undertakes with the Bank as follows:

- (a) the Borrower shall not during the continuance of this Debenture without the consent in writing of the Bank execute any form of charge, mortgage, debenture, (whether fixed or floating), pledge or lien or any other form of Security Interest, in respect of the assets of the Borrower covered by this Debenture, other than those given or to be given to the Bank;
- (b) this Debenture shall be without prejudice to any security already given by the Borrower to the Bank or any security which may be hereafter be given to the Bank, whether the same be for securing repayment of the principal money and interest hereby secured or any part thereof or any other money undertaken to be paid herein, and whether such security is taken as additional or collateral security or otherwise howsoever;

- (c) except in its ordinary course of business, not to transfer, sell, lend, or otherwise dispose of any of its Charged Assets;
- (d) to deposit with the Bank (which the Bank may retain during the continuance of this security) all documents of title relating to all freehold and leasehold property from time to time owned by the Borrower and, upon the deposit with the Bank of any documents of title for any property which is referred to in Clause 3.1(b) above, the floating charge created by Clause 3.1(b) shall immediately crystallise, attach and become affixed (without further action or intervention by the Bank) as regards the property comprised in that document of title.
- (e) to notify the Bank immediately in writing of any notice or information received by the Borrower concerning:
 - (i) any proposal for the compulsory acquisition of any of its freehold or leasehold property or of any of the other Charged Assets; or
 - (ii) any application which is made (or proposed to be made), by any person for permission for any development which affects any of its freehold or leasehold property or any of the other Charged Assets,and, at the cost of the Borrower, to take any action regarding such proposal, acquisition, application or matter as the Bank may reasonably require;
- (f) not to reduce the value of the Borrower's interest in any of the freehold or leasehold property or any of the Charged Assets from time to time and at any time owned by the Borrower;
- (g) to keep in a good state of repair and in proper working order and to renew and replace when necessary all buildings, structures, fixtures, plant, machinery and equipment belonging to, or used by, the Borrower;
- (h) to carry on the business of the Borrower in a proper and efficient manner and, except with the prior written consent of the Bank, not to make any substantial change to the nature of its business;
- (i) to allow the Bank (and any persons appointed in writing by the Bank) full access to the Charged Assets to carry out any survey, valuation, or inspection;
- (j) punctually to pay all rents, hire, royalties and other sums reserved by, and to comply with all its other obligations under any lease, hiring agreement or licence under which any of the Charged Assets is for the time being held or used; and to comply with all undertaking and all statutory and other requirements affecting the Charged Assets;
- (k) punctually to pay all governmental or other taxes, including quit rent, assessment, charges, duties, rates, and outgoings assessed upon or payable with reference to the Charged Assets and to discharge all liabilities which would rank, or might come to rank, in priority to any of the charges contained in this Debenture; and also to produce to the Bank upon demand all receipts for such payments; in the event of failure of the Borrower to make such payments, the Bank may but not obligated to make such payments on behalf of the Borrower, and the right to debit the Borrower's account for the amount of such payments incurred by the Bank;
- (l) if the Bank requires, promptly to execute at the Borrower's own costs and expense, a first legal charge in form and content acceptable to the Bank, over any immovable property from time to

time owned by the Borrower;

- (m) to observe and perform all undertaking and conditions from time to time affecting its freehold and leasehold property or the mode of user or enjoyment of the same and not without the prior consent in writing of the Bank enter into any onerous and/or restrictive obligations affecting any such property or make any structural or material changes thereto;
- (n) to observe and perform all undertaking and conditions from time to time affecting its patents, applications, trade marks, trade names, registered designs, and copyrights and all other industrial or intangible property or any licence or ancillary or connected rights or benefits from time to time relating to industrial or intangible property, and preserve maintain and renew when necessary or desirable all such licences and rights;
- (o) not to do or cause or permit to be done anything which may in any way depreciate, jeopardise, or otherwise prejudice the value to the Bank of the security hereby charged, and not without the prior written consent of the Bank, to incur any expenditure or liabilities of an exceptional or unusual nature;
- (p) to deposit with the Bank and permit the Bank during the continuance of this Debenture to hold and retain all stocks and share certificates and documents of title relating to the securities and such deeds or transfers in blank and other documents as the Bank may from time to time require for perfecting its title to the securities (duly executed by or signed on behalf of the registered holder) or for vesting or enabling it to vest the same in itself or its nominees or in any purchaser.

6.2 Failure to perform

If the Borrower for any reason fails punctually to observe or perform any of its obligations to the Bank, the Bank may, on behalf or in the name of the Borrower or otherwise, to perform that obligation and to take any steps which the Bank considers appropriate to remedy or mitigate the consequences of such failure and the Bank's action shall in no circumstances prejudice its rights under Clause 6.1 above.

7. INSURANCE

7.1 Insurance

- (i) The Borrower shall keep all the Charged Assets covered by this Debenture wheresoever situated in good order and condition and insured by the Borrower at its expense for a sum satisfactory to the Bank against all risks (including third party risks and workers compensation), loss and damage to the Charged Assets and any other risks as the Bank may from time to time reasonably decide, to their full insurable value to the satisfaction of the Bank with a reputable insurance company, and the Borrower shall punctually pay all premiums necessary for maintaining such insurance and all monies which may at any time hereafter be received or receivable under any such insurance or any other insurance covering any of the properties and assets, plant equipment and machinery shall be applied in replacing or restoring or reinstating the properties and assets, plant equipment and machinery destroyed or damaged unless the Bank shall otherwise consent in writing.
- (ii) If default is made by the Borrower in effecting, maintaining or renewing any such insurance as aforesaid, it shall be lawful but not obligatory upon the Bank at the cost and expense of the Borrower, to effect, maintain or renew any such insurance as aforesaid as the Bank may think fit,

and any sum if paid out by the Bank may be debited to the account of the Borrower and shall be deemed to be charged on the properties and assets hereby charged in addition to the principal monies hereby advanced.

7.2 Restriction Against Additional Insurance

The Borrower shall not except at the request or with the consent in writing of the Bank put in place or keep any insurance against any risk in respect of the said machinery, plant, equipment, buildings, fixtures or properties when the Bank has taken up or shall maintain such insurance.

7.3 Premium Receipts

The Borrower if required, shall permit all insurance policies and the copy of the receipt or other evidence of payment of premia or premium paid by the Borrower to remain in custody of the Bank, and will when required by the Bank deliver or produce to the Bank or to such persons as the Bank may direct, any policy of insurance put in place by the Borrower, and the receipt of other evidence of payment of the current premium in respect thereof.

7.4 Application of Insurance Monies

The Bank may require any money received on any insurance of the said machinery, plant, equipment, buildings, fixtures, or properties whether taken up by the Bank or by the Borrower to be applied in or towards making good the loss or damage in respect of which the monies is received or receivable, or in or towards the discharge of any principal money or interest owing by the Borrower to the Bank, and the Borrower shall hold any money received on such insurance in trust for the Bank, and the Bank may receive and give a good discharge for any such monies.

7.5 Workmen's Compensation Insurance

The Borrower shall take out and maintain for such amount and with such reputable insurance company a policy of insurance in respect of Workmen's Compensation for all employees of the Borrower, or alternately, comply with any law for the time being relating to the establishment of social security schemes or benefits for the employees.

8. EXPENSES IN RELATION TO THE CHARGED ASSETS AND RECOVERY OF THE INDEBTEDNESS

The Borrower further undertakes with the Bank to indemnify the Bank and /or the receiver(s) and reimburse or pay to the Bank or the receiver(s) (on the basis of a full indemnity) the amount of all costs, charges, and expenses incurred by the Bank or the receiver(s) in connection with:

- (a) the investigation of title to or inspection or valuation of the Charged Assets under or in connection with this Debenture and the preparation, registration or perfecting of this Debenture (or any of the charges herein contained) or any other document relating hereto;
- (b) the exercise, or any attempted or intended exercise, by or on behalf of the Bank or the receiver(s) of any of the powers of the Bank or the receiver(s) or any other action taken by or on behalf of the Bank or the receiver(s) with a view to or in connection with the recovery by the Bank of the Indebtedness from the Borrower or any other person;

- (c) the carrying out or consideration of any other act or matter which the Bank or the receiver(s) may consider reasonably necessary for the preservation, improvement or benefit of the Charged Assets.

9. DEFAULT

9.1 Upon the occurrence of any Event of Default as defined in the relevant Transaction Documents, and/or if any of the following events shall occur, then the whole of the Indebtedness shall immediately become due and payable at any time upon demand by the Bank, and the Bank shall cease to be under any further obligation to the Borrower:

- (a) the Borrower fails to pay any part of the Indebtedness when due;
- (b) the Borrower commits any breach of or fails to observe any of the undertakings or any other provisions of this Debenture;
- (c) any representation or warranty made or deemed to be made or repeated by the Borrower prior to, in, or pursuant to this Debenture is or proves to have been untrue or incorrect when made, or when deemed to be repeated with reference to the facts and circumstances existing at such time;
- (d) if the Bank decides in its discretion that the continuation of the Facility or any part thereof would be likely to be detrimental to its own position or otherwise undesirable, or that its security hereunder is inadequate or in jeopardy, or that any event or events has/have occurred or a situation exists which could or might prejudice the Borrower's obligations hereunder in accordance with the terms and/or conditions hereof or any of the other Transaction Documents as the case may be; or
- (e) the Borrower is or becomes, or is adjudicated or found to be insolvent or suspends payment of its debts as they fall due or is deemed to be unable to or admits inability to pay its debts as they fall due or commits any other act leading to winding-up or suffers execution to be levied against it or proposes or enters into any voluntary arrangement, judicial management, scheme of compromise, arrangement, reorganization, reconstruction or amalgamation, or composition or other arrangement for the benefit of its creditors generally or proceedings are commenced in relation to the Borrower under any law, regulation or procedure relating to reconstruction or adjustment of debts; or
- (f) if any of the Transaction Documents cannot be perfected or the Debenture cannot be registered or is invalid for any reason whatsoever; or
- (g) the Borrower commits any breach of any of the Transaction Documents; or
- (h) if in the opinion of the Bank, the Borrower ceases or threatens to cease to carry on its business; or
- (i) if a winding-up petition is presented against the Borrower or any resolution for winding up the Borrower is passed, or if any nominee, trustee, supervisor, judicial manager, manager, administrator, receiver, receiver and manager, liquidator or other similar officer is appointed to take possession of any part of the Charged Assets other than one appointed by the Bank; or
- (j) the Borrower shall have furnished untrue financial statements and/or other data required by the Bank; or

- (k) the Borrower and or the Borrower's related and or associated companies and or any of the Security Party and or any of the guarantor referred to in the Facility Agreement (collectively, "the Obligors") shall default in any of their loan repayments and or any their obligations whatsoever to the Bank and or any other third party from time to time or at any time or if any of the Obligors may be or become liable to the Bank anywhere on banking, loan , any other credit facilities or any other account current or otherwise ("the account(s)") or in any manner whatsoever including but not limited to liability of any of the Obligors incurred to the Bank as sureties or guarantors or if default is made by any of the Obligors in relation to any provisions governing the account(s) .
- 9.2 The happening of any of the above events in relation to any obligations of the Borrower to the Bank under any of the Transaction Documents or this Debenture shall be deemed to be an Event of Default for all the purposes of this Debenture.
- 9.3 Despite anything contained in any other provisions of this Debenture or in any written document or communication between the parties or in the Transaction Documents, it is expressly agreed that the failure by the Borrower to repay any part the Indebtedness upon demand by the Bank shall constitute an Event of Default.

A demand by the Bank for repayment of the Indebtedness or any part thereof may be made by a notice demanding payment. Such notice may be effected in the manner prescribed in Clause 17.13 below.

10. POWERS OF THE BANK

- 10.1 Upon the occurrence of an Event of Default, the Bank may exercise, without further notice, all the powers and discretions conferred on mortgagees or chargees by statute or otherwise as by this Debenture varied or extended.
- 10.2 The Bank is hereby empowered in its discretion:
 - (a) to enter into and/or take possession of all or any of the Charged Assets and sell and/or transfer all or any of the title to and interest in the Charged Assets or any interest in the same, and to do so for shares, debentures or any other securities whatsoever or in consideration of an agreement to pay all or part of the purchase price at a later date or dates or to make periodical payments , whether or not such agreement is secured by a Security Interest or a guarantee, or for such other consideration whatsoever as the Bank may think fit, and also to grant any option to purchase or transfer or to effect exchanges, and the Borrower shall do all things necessary to enable the Bank to complete any such sale or transfer of any part of the properties aforesaid;
 - (b) in connection with the sale and/or transfer of the Charged Assets, to carry out any transaction, scheme, or arrangement which the Bank may in its discretion consider appropriate;
 - (c) to insure the Charged Assets against such risks (in addition to loss or damage by fire) and for such amounts as the Bank may consider prudent; and
 - (d) to do all or any of the things or exercise any of the powers of a receiver (mutatis mutandis) which are mentioned or referred to in Clause 11 which may not be included in this Clause 10.

11. APPOINTMENT OF RECEIVER(S) AND MANAGER(S)

11.1 Appointment

At any time after the occurrence of an Event of Default, the Bank may appoint such person or persons as it thinks fit to be receiver(s) of the Charged Assets.

11.2 Replacement

The Bank may at its discretion remove any receiver(s) and appoint another in his place, and the Bank may also appoint another receiver if the receiver(s) resign(s).

11.3 Extension of Appointment

The exclusion of any part of the Charged Assets from the appointment of the receiver(s) shall not preclude the Bank from subsequently extending his appointment (or that of the receiver(s) replacing him) to that part.

11.4 Borrower's Agent

It is expressly agreed that the receiver is deemed to be the agent of the Borrower. The Borrower shall be solely responsible for the receiver's acts and defaults and liable on any contracts or engagements made or entered into by the receiver, and the Bank shall not, in any circumstances whatsoever, be in any way responsible for any misconduct, negligence or default of the receiver.

11.5 Remuneration

The remuneration of the receiver(s) may be fixed by the Bank at the Bank's discretion and may include a commission based on the amount of all monies received or otherwise. The amount of such remuneration may be debited by the Bank to any account of the Borrower and shall in any event form part of the Secured Assets and accordingly be secured on the Charged Assets under the charges contained in this Debenture.

11.6 Powers of Receiver(s)

The receiver(s) shall have full power, in its discretion:

- (a) to take possession of, and to get in and collect, any or all of the Charged Assets;
- (b) to carry on and manage or commence in the carrying on of the business of the Borrower;
- (c) to sell, transfer, exchange, license or otherwise dispose of or in any way whatsoever deal with the Charged Assets for such consideration (if any), including shares, debentures, or any other securities whatsoever, and upon such terms and/or conditions as he may think fit, and/or to concur in such dealings by any third parties, and the receiver(s) shall not be accountable for any loss or damage which may be suffered by the Borrower by reason of the exercise of such discretion and/or the consequences of such dealings;
- (d) to make any leases whatsoever of the Charged Assets and (with or without consideration) to accept or agree to accept surrenders of leases of the Charged Assets in such circumstances, and for such purposes and upon such terms and/or conditions whatsoever as he may think fit, and to vary the terms and/or conditions of any lease affecting the Charged Assets and to act in relation to

any review of the rent under such a lease in such manner as he may think fit;

- (e) to dismiss, appoint and engage employees, managers, agents, contractors and advisers of the Borrower upon such terms and/or conditions as to remuneration or otherwise, and for such periods as he may determine, and to dismiss them;
- (f) to insure, repair, improve, replace, exploit, and develop the Charged Assets in any manner;
- (g) for such consideration and on such terms as he may think fit, to purchase outright or acquire by leasing, hiring, licensing, or otherwise, any land, buildings, plant, equipment, vehicles, or materials or any other property, assets, or rights of any description which he considers necessary or desirable for the carrying on, improvement, or realisation of any business of the Borrower or otherwise for the benefit of the Charged Assets;
- (h) in connection with the exercise (or the proposed exercise) of any of his powers or in order to obtain payment of his remuneration (whether or not it is already due), to borrow or raise money from any person (including the Bank) without security, or on the security of the Charged Assets and generally in such manner and on such terms and/or conditions as he may think fit;
- (i) to bring, defend, submit to arbitration, negotiate, compromise, abandon, and/or settle any claims and/or actions and/or proceedings, whether civil or criminal or otherwise, concerning the Charged Assets;
- (j) to transfer all or any part of the Charged Assets or any of the liabilities of the Borrower to any other company or person;
- (k) to call up all or any portion of the uncalled capital from time to time and at any time of the Borrower;
- (l) to carry out, cause or authorise to be carried out, any transaction, scheme, or arrangement whatsoever (whether similar or not to any of the foregoing) in relation to the Charged Assets which he may consider expedient as effectually as if he were solely and absolutely entitled to the Charged Assets;
- (m) in connection with the exercise of any of his powers., to execute or do, or cause or authorise to be executed or done, on behalf or in the name of the Borrower or otherwise as he may think fit, all documents, acts or things which the Borrower himself may lawfully do; and
- (n) generally, to do all acts which a receiver is empowered or entitled by law so to do.

12. APPLICATION OF PROCEEDS

12.1 Application

All monies and/or proceeds arising from the sale and/or other proceedings instituted and steps taken under this Debenture shall be applied towards discharging the Indebtedness in the following manner:

FIRSTLY to pay for all costs, charges and expenses incurred (including court costs and solicitors' fees) and/or payments expended or incurred by the Bank in the enforcement of this Debenture (if any) and any other taxes payable under any law for the time being in force on the disposal of the Charged Assets;

SECONDLY to pay to the Bank all amounts payable under this Debenture and/or any other Transaction Documents and/or other than principal and interest;

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

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

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

PROVIDED ALWAYS THAT the Bank shall have the discretion to apply the proceeds towards repayment of principal before interest and/or generally to reverse or invert the above stated order of such repayments if it deems fit or necessary.

12.2 Deficiency in Proceeds

If the amounts realised by the Bank under this Debenture after the Bank's deductions from such amounts of all fees, costs, dues, rates, taxes and other outgoings is less than the amount due to the Bank, and whether the Bank is the purchaser or transferee of any of the properties sold or transferred under the exercise of such powers, the Borrower shall pay to the Bank on demand the difference between the amount due and the amount so realised, and until payment will also pay to the Bank the cost to the Bank (as determined by the Bank which determination shall, save for any manifest error be conclusive and binding on the Borrower) including but not limited to interest payable by the Bank on account of or in respect of any funds borrowed or deposits from third parties in order to maintain or carry the amount of such difference, and calculated up to the date of payment thereof as well as before judgment.

13. PROTECTION OF THIRD PARTIES

13.1 No Enquiry

No purchaser or transferee from, or other person dealing with the Bank or the Receiver(s) shall be concerned to enquire whether any of the powers which it or he has exercised or intended to exercise, has arisen or become exercisable, whether the Indebtedness remain outstanding or whether any case has happened to authorise the Receiver(s) to act or as to the propriety or validity of the exercise or intended exercise of any such power. The title of any such purchaser and the position of any such person shall not be challenged by reference to any of those matters.

13.2 Discharge to Purchaser

The receipt of the Bank or the Receiver(s) shall be final and conclusive discharge to a purchaser.

13.3 Purchaser

In clause 13.1 and 13.2 hereof, "purchaser" includes any person acquiring, for money's or money's worth, any lease of, any Security Interest over or any other interest or right whatsoever in relation to the Charged Assets.

14. PROTECTION OF BANK AND RECEIVER AND MANAGER

14.1 No liability

Neither the Bank nor the receiver(s) shall be liable in respect of any loss (whether involuntary or not) or damage which arises out of the exercise or the attempted or intended exercise of, or the failure to exercise, any of their respective powers conferred upon the Bank or the receiver(s) by this Debenture or by statute unless they are caused directly by the Bank or the receiver's fraud, gross negligence or willful breach of its obligations under this Debenture or the Transaction Documents.

Despite anything to the contrary in this Debenture, the Bank and/or any of its officers and employees shall not be liable for any indirect, incidental, consequential and/or secondary loss or damage, including any loss of profits or income, savings, opportunity loss, expectation loss, reliance loss or pure economic loss and any exemplary or punitive damages which may be suffered or incurred by the Borrower or any third party directly or indirectly, even if the Bank has been notified of the possible damages or any claim against the Borrower or the third party.

14.2 Possession

Without prejudice to the generality of Clause 14.1, entry into possession of the Charged Assets shall not render the Bank or the receiver(s) liable to account as chargee in possession; and if the Bank enters into possession of the Charged Assets, it may at any time cease such possession.

15. INDEMNITY

15.1 The Borrower further undertakes with the Bank to fully indemnify the Bank and the receiver(s) against all claims, proceedings, liabilities, costs, loss, damage, charges, and expenses which the Bank or the receiver(s) may incur, including but not limited to the following:

- (a) in consequence of anything done or intended to be done by the Bank or the receiver(s) under this Debenture or any other document relating hereto, or of any failure by the Borrower to comply with its obligations to the Bank hereunder or otherwise in connection herewith;
- (b) in consequence of any payment in respect of the Indebtedness (whether made by the Borrower or a third person) being challenged or declared void for any reason whatsoever.

16. FURTHER ASSURANCE AND POWER OF ATTORNEY

16.1 Further assurance

The Borrower further undertakes with the Bank from time to time, upon the Bank's request to execute at the Borrower's own cost any documents or do any act or thing which:

- (a) the Bank may specify with a view to perfecting or improving any charge or security created or intended to be created by this Debenture;
- (b) the Bank or the receiver(s) may specify with a view to facilitating the exercise or the intended exercise of any of their powers.

16.2 Power of Attorney

For the purposes of securing the interest of the Bank in the Charged Assets and the performance of its obligations to the Bank, whether under this Debenture or otherwise, the Borrower irrevocably and by way of security appoints the Bank and any Receiver(s) appointed hereunder severally to be its attorney (with full power to appoint substitutes and to sub-delegate, including power to authorize the person so appointed to make further appointments, in both cases, with regard to all or any part of the Charged Assets), on behalf of the Borrower and in its name or otherwise, to execute any document or do any act or thing which the Bank or Receiver(s) (or such substitute or delegate) may in its discretion consider appropriate in connection with the exercise of any of the powers of the Bank or the Receiver(s) or which the Borrower is obliged to the Bank to execute or do whether under this Debenture or otherwise; and without prejudice to the generality of its power herein, the Bank may appoint the Receiver(s) as its substitute or delegate. Any person appointed the substitute of the Bank shall, be deemed to be the agent of the Borrower and Clause 11.4 shall apply where necessary.

The Borrower undertakes at all times to ratify whatsoever the attorney appointed hereunder shall lawfully do or cause to be done concerning the Charged Assets by virtue of this power of attorney. All acts done or caused to be done by such attorney shall be as good and effectual to all intents and purposes whatsoever as if the same had been done by the Borrower in its own person. The power of attorney granted herein is irrevocable and given for value as part of the security constituted by this Debenture.

16.3 Substitute or delegate

References to the Bank and the receiver(s) shall include references to any substitute or replacement appointed under Clause 11.2 herein.

17. FURTHER PROVISIONS

17.1 Interest

Any amount payable shall carry interest after as well as before judgment as provided for under the relevant Transaction Documents, and from the date on which they were paid or incurred by the Bank or the receiver(s). Such interest may be debited by the Bank to any account of the Borrower but shall in any event form part of the Indebtedness and accordingly be secured on the Charged Assets under the charges contained in this Debenture.

17.2 Rights cumulative, waivers

The respective rights of the Bank and the receiver(s) under this Debenture may be exercised as often as they consider appropriate and are in addition to and are not exclusive of any of their other rights under any applicable law.

The Bank may exercise its rights in relation to the Facility (whether arising under this Debenture or under any Applicable Law) shall not be capable of being waived or varied otherwise than by an express waiver or variation in writing from the Bank.

Any failure to exercise or any delay in exercising any of the rights of the Bank or the receiver(s) shall not operate as a waiver or variation of that or any other such right; any defective or partial exercise of any such rights shall not impair or preclude any other or further exercise of that or any other such right; and no act or course of conduct or negotiation on their part or on their behalf shall in any way preclude them from exercising any such right or constitute a suspension or any variation of any such right.

It is expressly agreed that this Debenture is in addition and not in substitution for any other rights or securities which the Bank may have from or against the Borrower or any Guarantor or any other person. This Debenture may therefore be enforced in accordance with the terms and/or conditions hereof without first having recourse to any of such other rights or securities and without taking any steps against any such Guarantor or any other person as aforesaid.

17.3 No Obligation to Advance

Nothing contained in this Debenture shall be deemed to make it obligatory for the Bank to make or continue to make any advances to the Borrower or to afford any other accommodation or banking facilities whatsoever.

17.4 Time of the Essence

Time wherever mentioned in this Debenture shall be of the essence.

17.5 Liens and other securities not affected

Nothing herein contained herein shall prejudice or affect any lien to which the Bank is entitled or any other securities which the Bank may at any time or from time to time hold for on account of the monies hereby secured, nor shall anything herein contained operate so as to merge or otherwise prejudice or affect any bill, note, guarantee, mortgage or other security which the Bank may for the time being have for any monies intended to be hereby secured or any other right or remedy of the Bank thereunder.

17.6 Modification and Indulgence

The Bank may, by notice to the Borrower and without in any way affecting the security hereby created:

- (a) determine, vary, or increase the amount of the Facility or any credit or other facilities granted to the Borrower and may open and/or continue any account or accounts current or otherwise with the Borrower at any branch or branches of the Bank;
- (b) vary and/or depart from the terms and/or conditions governing the Facility and/or of the Facility Agreement and/or the provisions of this Debenture and/or the other Transaction Documents;
- (c) grant to the Borrower or any other person any time or indulgence;
- (d) renew any bills, notes, or other negotiable instruments;
- (e) deal with, exchange, release or modify or abstain from perfecting or enforcing any securities or guarantees or rights which the Bank may have now or any time hereafter have from or against the Borrower or any other person or persons;
- (f) compound with the Borrower, or guarantor (if any) and/or any other person.

17.7 Severability

If any of the provisions of this Debenture becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

17.8 Consolidation and Set Off

It is hereby expressly agreed that unless the Bank otherwise agrees, the property hereby charged shall not be discharged except on payment by the Borrower of not only of the Indebtedness but also all monies secured by any other charge created by the Borrower in favour of the Bank as security for all monies and liabilities owing and incurred by the Borrower to the Bank.

In addition, the Bank shall, upon giving the Borrower not less than seven (7) calendar days' prior written notice, be entitled but not obligated to withhold combine, consolidate or merge any of the accounts of the Borrower and or the Obligors (whether current, deposit, loan or accounts of any other nature whatsoever and whether in Ringgit or in any other currency) including accounts held jointly with others wheresoever situate and set-off or transfer any sum or sums standing to the credit of such accounts in or towards the satisfaction of any of the Borrower's and or Obligors' liabilities to the Bank howsoever incurred. Where such combination, set off or transfer requires the conversion of one currency into another, such conversion shall be calculated at the then prevailing spot rate of exchange of the Bank. Such spot rate of exchange shall be determined at the Bank's discretion.

17.9 Certificate conclusive of Indebtedness

Any certificate signed by a Manager or an officer of the Bank as to the outstanding amount of the Facility or of the Indebtedness shall, in the absence of fraud or manifest error, be conclusive and binding on the Borrower as to the amount due under this Debenture from the Borrower to the Bank.

17.10 Suspense Account

Any money received or realised from any exercise of the powers under this Debenture may be placed and kept to the credit of a non-interest bearing suspense account for such period as the Bank shall deems fit pending the determination by the Bank as to how the monies are to be applied towards discharge of any monies or liabilities due or incurred by the Borrower under the Transaction Documents. Despite any such monies so received or realised, in the event of any steps, application, petition, or order for any voluntary arrangement, judicial management, scheme of compromise arrangement, reorganization, reconstruction or amalgamation has been made or presented proceedings in or analogous to bankruptcy, liquidation, insolvency, winding up or composition, the Bank may prove for and agree to accept any dividend or composition in respect of the whole or part of such monies and liabilities in the same manner as if this security had not been created.

17.11 Appropriation of Payments

All and any monies received by the Bank towards payment or repayment or prepayment to be appropriated shall be applied by the Bank in accordance with the terms of this Debenture and the Transaction Documents.

17.12 Reconstruction of the Bank or the Borrower

The security, liabilities and/or obligations created by this Debenture shall continue to be valid and binding for all purposes whatsoever in spite of any change by amalgamation, reconstruction, consolidation, merger or otherwise in the constitution of the Bank or of any company or person by which the business of the Bank may continue to be carried on, and shall be available to the company or person carrying on that business of the Bank for the time being.

The security, liabilities and/or obligations created by this Debenture shall continue to be valid and binding in spite of any change by amalgamation, reconstruction or otherwise howsoever in the Constitution of the

Borrower or the Companies Act 2016 or any corresponding provisions of the laws which the Borrower is subject to.

17.13 Notices

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

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

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

17.14 Transfers and Assignment

The Bank may, for the purpose of facilitating its business, operations, services or such other events or such other things as the Bank may reasonably determine, assign and/or transfer the rights, benefits, interest and/or obligations under this Debenture to any person by notice to the Borrower.

The Borrower may not assign or transfer any of the rights or benefits or liabilities under this Debenture or enter into any transaction which would result in any of those rights or benefits or liabilities passing to another person, unless with the express consent in writing of the Bank.

The Bank is hereby expressly authorised to disclose to any person related to the Bank, and/or any person to whom it is proposing to transfer or assign or has transferred or assigned this Debenture, any information about the Borrower as shall have been made available to the Bank.

17.15 Disclosure

The provision of clause 15.4 (Disclosure of Information) of the General Terms and Conditions shall apply mutatis mutandis to this Debenture.

17.16 Incorporation of terms of the Facility Agreement/Letter of Offer/General Terms and Conditions

It is expressly agreed that the terms and/or conditions of the Letter of Offer, the Facility Agreement and

the Transaction Documents are deemed to be incorporated into and form part of this Debenture. In the case of any inconsistency, this Debenture shall prevail.

17.17 New and Separate Accounts

If the Borrower executes or creates any further or subsequent encumbrance over its assets charged to the Bank or any part thereof in favour of any other corporation or persons of which the Bank under the Transaction Documents shall receive notice, either actual or constructive, the Bank may on receiving such notice, either actual or constructive, forthwith open a new or separate account with the Borrower and if the Bank does not in fact open such a new or separate accounts, the Bank shall nevertheless be deemed to have done so at the time when the Bank received or was deemed to have received such notice and, as from and after such time, all payments to account made by the Borrower to the Bank shall, 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 and shall not go in reduction of the amount due by the Borrower to the Bank at the time when the Bank received or was deemed to have received the aforesaid notice. Provided always that the provisions of this Clause 17.7 shall not prejudice the security otherwise available for the payment of the monies payable by the Borrower to the Bank in spite of the fact that the same may become due or owing or be incurred after the time when the Bank received or was deemed to have received the aforesaid notice.

17.18 Stamp Duty

The Borrower shall pay all stamp duties and other such charges payable on or incidental to this Debenture, and shall reimburse the Bank for any such duties or charges paid by the Bank.

17.19 Costs and Expenses

The Borrower shall be liable to pay all costs and expenses in connection with or incidental to this Debenture including the Bank's solicitors' fees (on a solicitor and client basis) in connection with the preparation and execution of this Debenture. If the Facility or any part thereof shall be required to be recovered through any process of law or if the Facility or any part thereof shall be placed in the hands of solicitors for collection, the Borrower shall pay (in addition to the monies then due and owing under the Facility) the Bank's solicitors' fees (on a solicitor and client basis) and any other fees and expenses incurred in respect of such collection.

17.20 Stamping

It is hereby agreed that this Debenture and the other Transaction Documents are instruments in one transaction to secure the repayment of the Facility, and for the purpose of Section 4(3) of the Stamp Act 1949, the Facility Agreement is the Principal Instrument and this Debenture is the Secondary Instrument.

17.21 Law

This Debenture is governed by and shall be construed in accordance with the laws of Malaysia.

17.22 PRIVACY CLAUSE (For Corporate Borrower) Where the Borrower is a corporation (including but not limited to the entities falling within the definition of "Corporation" defined in the Companies Act 2016) this clause shall apply.

The provision of Clause 17 (Privacy Clause) of the General Terms and Conditions shall apply mutatis mutandis to this Debenture.

17.23 PRIVACY CLAUSE (FOR NATURAL PERSONS) Where the Borrower are individuals (including but not limited to sole proprietor, partnerships, registered businesses and associations)

The provision of Clause 17 (Privacy Clause) of the General Terms and Conditions shall apply mutatis mutandis to this Debenture.

(The remaining space of this page is intentionally left blank)

IN WITNESS WHEREOF the parties have hereunder set their respective seal and hand the day and year first abovewritten.

The Common Seal of)
)
(insert the Borrower's name))
was affixed hereunto in the presence of:)

Director

Director / Secretary

SIGNED by
as Attorney for and on behalf of
CIMB BANK BERHAD
in the presence of:

AUTHENTICATION CLAUSE

I, _____ an Advocate and Solicitor of the High Court in Malaya
practising at _____ hereby certify that on this ____ day of _____
20____, the common seal of _____ (insert the name of Borrower)
was duly affixed to the above written instrument in my presence in accordance with the regulations of
the said Company/Corporation.

Witness my hand

APPENDIX I

(Referred to in Clause 3.1(a)(ii)) and 3.1(b) (iii))

(Solicitors to insert any specific property, if relevant. To delete if not relevant.)