

IMPORTANT NOTICE: THE TERMS OF THIS AGREEMENT FORM A LEGALLY BINDING AGREEMENT BETWEEN THE BORROWER AND THE BANK. PLEASE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. IF YOU DO NOT UNDERSTAND ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY SEEK THE BANK'S CLARIFICATION ON SUCH TERMS AND CONDITIONS.

THIS FACILITY AGREEMENT is made on the date as stated in **Item 1 of Schedule 1**

between

(1) The person(s) named and having his (their) address as stated in **Item 2 of Schedule 1** (hereinafter referred to as the "**Borrower**") which shall include the Borrower's personal representatives, successors-in-title, permitted assigns and/or persons deriving title thereunder, as the case may be).

and

(2) **CIMB BANK BERHAD** (Registration No. 197201001799 (13491-P)), a licensed bank incorporated in Malaysia and having its registered office at Level 13, Menara CIMB, Jalan Stesen Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur (hereinafter referred to as the "**Bank**") and through such branch as identified in the Letter of Offer.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

In this Facility Agreement, except where there is a specific provision to the contrary or where the context otherwise requires, each of the expressions used in this Facility Agreement shall bear the meaning as used in the Letter of Offer, General Terms and Conditions and the Security Documents.

2. THE FACILITY

Subject to the terms and/or conditions of this Facility Agreement, the Letter of Offer and the Security Documents, at the request of Borrower, the Bank agrees to make available to the Borrower and the Borrower agrees to accept the Facility as set out in the Letter of Offer in **Item 3 of Schedule 1**.

3. INCORPORATION OF LETTER OF OFFER AND GENERAL TERMS AND CONDITIONS

All provisions of the Letter of Offer and General Terms and Conditions are, whether repeated herein or not, mutatis mutandis, incorporated into and form part of this Facility Agreement. Subject to such alterations or variations where necessary to make the provisions of the Letter of Offer and General Terms and Conditions consistent with the provisions of this Facility Agreement, in the event of any conflict or discrepancy between the provisions of Letter of Offer, the General Terms and Conditions and any provisions of this Facility Agreement, the provisions of the Letter of Offer shall prevail.

4. GOVERNING LAW AND JURISDICTION

This Facility Agreement is governed by and shall be construed in accordance with the laws of Malaysia and the parties agree to submit to the exclusive jurisdiction of the Courts of Malaysia.

5. PRINCIPAL AND SUBSIDIARY INSTRUMENTS

IT IS HEREBY AGREED AND DECLARED that this Facility Agreement, shall be deemed to be the principal instrument and the Letter of Offer, the General Terms and Conditions and the Security Documents are deemed to be subsidiary instruments in one transaction to secure the sum stated in the Letter of Offer for principal only and all interest, commission, fees and other charges thereon for the purposes of Section 4(3) of the Stamp Act, 1949.

IN WITNESS WHEREOF the parties hereto have set their hands hereunto.

The Common Seal of)
)
[insert Borrower's Name])
)
was hereunto affixed)
)
in the presence of :)

DIRECTOR

Name :
NRIC No. :

DIRECTOR/SECRETARY

Name :
NRIC No.:

** for companies not signing by way of common seal*

SIGNED by [director])
for and on behalf of)
)
in the presence of:)

OR

SIGNED by [director])
for and on behalf of)
)
in the presence of:)

Signed by *[insert name]*)
)
as Attorney of the Bank)
)
in the presence of :-)
)

CIMB BANK BERHAD
by its Attorney

SCHEDULE 1

1.	Date of this Facility Agreement	<i>[insert date]</i>
2.	Name of Borrower Company/ Business Registration Number of Borrower Registered Address of Borrower	<i>[insert Borrower's name]</i> <i>[insert registration number]</i> <i>[insert registered address]</i>
3.	Letter of Offer	<i>[insert date of the Letter of Offer]</i>