

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

ANNEXURE

I/We, the party(ies) whose name(s), particulars and address(es) are as set out in Item 1(a) of the Schedule hereto (hereinafter called "the Chargor(s)") DO HEREBY EXPRESSLY DECLARE AND UNDERTAKE with CIMB ISLAMIC BANK BERHAD [Registration No. 200401032872 (671380-H)], a company incorporated in Malaysia pursuant to the Companies Act, 1965 and having its registered office at Level 13, Menara CIMB, Jalan Stesen Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur and a place of business at the address as set out in Item 1(b) of the Schedule (hereinafter called "the Bank") as follows:-

ARTICLE I RECITALS

Section 1.1 The Property

The Chargor(s) is/are the legal and beneficial owner(s) of all that piece of property which particulars are set out in Item 2 of the Schedule hereto (hereinafter referred to as "the Property").

Section 1.2 Facility

Upon request by the Chargor(s), the Bank has agreed to grant/make available to the Chargor(s) the financing facility(ies) up to the principal sum as specified in Item 3 of the Schedule hereto (hereinafter referred to as the "Facility"). In accordance with the terms of the Facility under the Bank's letter of offer which particulars are as set out in Item 4 of the Schedule hereto (hereinafter referred to as "the Letter of Offer", which expression shall include any supplemental letter of offer issued or to be issued by the Bank), the Bank and the Chargor(s) have entered and/or will enter into the transaction documents, the particulars of which are as specified in Item 5 of the Schedule hereto (hereinafter referred to as "the Transaction Documents").

Section 1.3 Execution of this Charge

It is a term of the Transaction Documents that the payment of the Indebtedness (as defined herein) is to be secured by this Charge to be executed by the Chargor(s) in favour of the Bank in accordance with the terms and subject to the conditions hereinafter contained.

ARTICLE II
DEFINITIONS AND INTERPRETATION

Section 2.1 Definitions

In this Charge unless the context so admits:-

“Acts” means the National Land Code (Act 56 of 1965) of Peninsular Malaysia, Sarawak Land Code (Cap. 81) and Sabah Land Ordinance (Cap. 68) the Land (Subsidiary Title) Enactment, 1972, the Strata Titles Act, 1985, and the Strata Titles Ordinance, 1995, and includes any statutory amendment or re-enactment thereof.

“Bank” means CIMB ISLAMIC BANK BERHAD [Registration No. 200401032872 (671380-H)] a company incorporated in Malaysia under the Companies Act 1965 and having its registered office at Level 13, Menara CIMB, Jalan Stesen Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur and having its place of business at the address set out in Item 1(b) of the Schedule herein and shall, where the context so admits, include persons deriving title thereunder and its successors in title and assigns and shall include any branch office of the Bank.

“Business Day” means a day on which financial institutions are open for business in West Malaysia, Sarawak or Sabah as the case may be and on which transactions of the nature required by this Charge are carried out.

“Chargor(s)” means the party(ies) whose name(s), particulars and address(es) are as set out in Item 1(a) of the Schedule hereto and shall, where the context so admits, include his/its/their heirs, personal representatives, successors in title and permitted assigns as the case may be.

“Event of Default” means any of the events or state of affairs specified in the Transaction Documents or any other event rendering the Indebtedness and any other monies payable to the Bank under or pursuant to this Charge immediately due and/or payable to the Bank.

“Facility” means the financing facility(ies) up to the principal sum as specified in Item 3 of the Schedule hereto granted by the Bank to Chargor(s) pursuant to the terms and conditions contained in the Letter of Offer and the other Transaction Documents and where the context shall require refer to any of the Facility and shall include any part thereof.

“General Facility Agreement” means the agreement dated the year and date as stated in Section 6 of Schedule 1;

“General Terms and Conditions and Shariah Terms” means the general terms and conditions and Shariah terms in respect of the Facility as set out in the Bank's website at www.cimb.com.my/en/business/general-terms-conditions.html.

“Indebtedness” the aggregate of all monies, whether principal, profit, Claims and Ta'widh (Compensation) (as defined in the General Terms and Conditions and Shariah Terms of the Transaction Documents), commission, cost, fees, charges or other monies due, outstanding or payable or agreed to be payable by the Chargor(s) 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 payment of all or any monies by the Chargor(s)

and/or Security Party in respect of or arising from the Facility or future facilities to be granted by the Bank to the Chargor(s), at any time and from time to time, and shall include any part thereof.

“Letter of Offer” means the letter of offer issued by the Bank to the Chargor(s) which particulars are as set out in Item 4 of the Schedule hereto, the expression of which shall include any supplemental letter of offer issued or to be issued by the Bank.

“National Land Code” means the National Land Code, 1965, including any statutory amendment or reenactment thereof.

“Native” means the indigenous groups who inhabit the state of Sarawak or state of Sabah, as more particularly defined in the relevant Sarawak Interpretation Ordinance and Interpretation (Definition of Native) (Sabah Cap. 64).

“Property” shall mean (i) the property described under Item 2 of the Schedule hereto and/or any building and fixture now or hereafter or from time to time erected thereon or affixed thereto or any part or portion thereof; and (ii) where applicable shall include any Accessory Parcel appurtenant thereto under the relevant Acts.

“Sabah Land Ordinance” means the Sabah Land Ordinance (Cap. 68) and includes any statutory modification or re-enactment thereof.

“Sarawak Land Code” means the Sarawak Land Code (Cap. 81) and includes any statutory modification or re-enactment thereof.

“Security Documents” means, collectively this Charge and includes the documents particularly stated in Item 6 of the Schedule hereto and all other security documents for the time being or from time to time constituting security for the payment obligations and liabilities (including but not limited to the payment of the Indebtedness) of the Chargor(s) under and in connection with the Facility.

“Security Interest” means any mortgage, charge (whether fixed or floating), pledge, debenture, caveat, right of set-off, lien or other encumbrance or security interest whatsoever, howsoever created or arising securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangement) having similar effect but does not include liens arising in the ordinary course of business by operation of law and not by way of contract.

“Security Party(ies)” means the party(ies) executing the Security Documents and includes any party or parties providing any security to the Bank to secure the payment of the Indebtedness by the Chargor(s) of all monies, costs, charges and other monies arising from or in connection with the Facility.

“Transaction Documents” means the means the Letter of Offer, the General Facility Agreement, the General Terms and Conditions and Shariah Terms, this Charge, the other Security Documents and such other documents and agreements as may be required by the Bank in relation to the Facility.

Section 2.2 Interpretation

- (a) Words importing the masculine gender only include the feminine and neuter genders.

- (b) Words importing the singular number only include the plural number and vice versa and where there are two or more persons included in the expression “the Chargor(s)” undertakings expressed to be made by the Chargor(s) shall be deemed to be made by such persons jointly and severally.
- (c) The heading in this Charge is inserted for convenience only and shall be ignored in construing the provisions of this Charge.
- (d) References to Articles and Sections are to be construed as references to Articles and Sections of this Charge, unless stated otherwise.
- (e) Any reference to the provisions of any legislation includes any statutory modification or reenactment thereof.
- (f) Any liberty or power which may be exercised or any determination which may be made hereunder by the Bank, may be exercised or made at the Bank’s discretion.
- (g) Words applicable to natural persons include any body, person, company, corporation, firm or partnership, corporate or otherwise and vice versa.
- (h) The words “herein”, “hereinafter”, “hereinbefore”, “hereof”, “hereunder”, and other words of similar import shall refer to this Charge as a whole and not to any particular provision.
- (i) The words “monies”, “Ringgit Malaysia” and the symbol “RM” shall refer to Malaysian currency.
- (j) The Schedule hereto shall form an integral part of this Charge and shall be taken, read and construed as an essential part thereof.
- (k) Where the Chargor(s) is a company, the provisions contained herein which are primarily and literally applicable to the case of natural persons shall be construed and take effect as if the Chargor(s) were a natural person and shall bind all of its permitted assigns and successors-in-title. Accordingly, any references herein relating to bankruptcy shall thereafter be references relating to the winding-up, liquidation, amalgamation or reconstruction, as the case may be, of the Chargor(s).
- (l) “law” includes common law or custom and any constitution, decree, judgment, legislation, order, ordinance, regulation, statute, treaty or other legislative measure in any jurisdiction or any present or future directive, regulation, request or requirement (in each case, whether or not having the force of law but, if not having the force of law, the compliance with which is in accordance with the general practice of persons to whom the directive, regulation, request or requirement is addressed).
- (m) “month” is a reference to a period starting on one (1) day in calendar month and ending on a numerically corresponding day in the next succeeding calendar month save that where any such period would otherwise end on a day which is not a Business Day, it shall end on the next succeeding Business Day, unless that day falls in the calendar month succeeding that in which it would otherwise have ended, in which case it shall end on the immediately preceding Business Day Provided that if a period starts on the last Business Day in a calendar month or if there is no numerically corresponding day in the month in which that period ends, that period shall end on the last Business Day in that latter month (and references to “months” shall be construed

accordingly).

- (n) "tax" shall be construed so as to include any tax, levy, impost, duty or other charge of a similar nature (including, without limitation, any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).
- (o) The "winding-up", "dissolution" or "administration" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law or jurisdiction in which such company or corporation carries on business including the seeking of winding-up, liquidation, reorganisation, dissolution, administration, arrangement, adjustment, protection or relief of debtor.
- (p) This Charge shall be construed as a reference to this Charge, as the same may have been, or may from time to time be, amended, supplemented, varied or novated.
- (q) In this Charge where the context otherwise requires and save as specifically defined in this Charge, words and expression defined in the Transaction Documents shall have the same meaning when used in this Charge.

Section 2.3 Transaction Documents and Security Documents incorporated into this Charge

All the provisions of the Transaction Documents and the Security Documents whether repeated herein or not are incorporated into and form part of this Charge and all representations, warranties and undertakings made therein by the Chargor(s) shall be deemed to have been made by the Chargor(s) and references to the Chargor(s) in the Transaction Documents and/or Security Documents shall be read as if they were references to the Chargor(s). Subject to such alterations or variations where necessary to make the provisions of the Transaction Documents and/or Security Documents consistent with the provisions of this Charge, in the event of any conflict or discrepancy between the provisions of the Transaction Documents and this Charge, the provisions of this Charge shall prevail for the purpose of interpretation and enforcement of this Charge.

ARTICLE III REPRESENTATIONS AND WARRANTIES¹

Section 3.1 Representations and warranties

The Chargor (s) hereby represent (s) and warrant (s) to the Bank as follows:

- (a) that this Charge constitutes the legal, valid and binding obligations of the Chargor(s) in accordance with their terms and conditions;
- (b) that the execution, delivery and performance of this Charge by the Chargor(s) :-
 - (i) will not violate the provisions of any law or regulation or any order or decree of any governmental authority, agency or Court to which the Chargor(s) is subject;

- (ii) will not violate the provisions of any mortgage, contract or other undertaking or instrument to which the Chargor(s) is a party or which is binding upon the Chargor(s);
 - (iii) will not result in the creation or imposition of any obligation to create or impose any mortgage, lien, pledge or charge on any of the Chargor(s)' assets or revenues pursuant to the provisions of any such mortgage, contract or other undertaking or instrument;
- (c) that all consents, approvals or authorisations of any relevant authority which are required on the part of the Chargor(s) or which are advisable for or in connection with the execution, delivery, performance, legality and enforceability of this Charge has been obtained and are in full force and any conditions contained therein or otherwise applying thereto have been complied with;
- (d) that the Chargor(s) is/are not in default under any agreement to which the Chargor(s) or any one of them is/are a party or by which the Chargor(s) or any one of them may be bound and no litigation, arbitration or administrative proceedings are presently current or pending or threatened which default litigation arbitration or administrative proceedings as the case may be might materially affect the solvency of the Chargor(s) and might impair the Chargor(s)' ability to perform the Chargor(s)'s obligations under this Charge;
- (e) that the Chargor(s) has/have the full and absolute power, right and authority to execute this Charge and that there is and shall be no person or party having priority over the Bank in respect of the Property and/or this Charge, save and except as the Bank may agree in writing in its discretion;
- (f) that the Chargor(s) or the Chargor(s)' account is not listed under the Biro Maklumat Cek (BMC) guidelines or otherwise for that matter the Chargor(s)' account be designated as "special" under such guidelines;
- (g) if the Chargor(s) is/are a corporation:
 - (i) the Chargor(s) is/are duly incorporated under the relevant law;
 - (ii) all requisite corporate shareholders or other approvals for the execution of this Charge have been obtained; and
 - (iii) the Chargor(s) is/are empowered to execute this Charge under their respective constitutive document;
- (h) that all the particulars and declarations furnished, provided or made by the Chargor(s) in respect of the Chargor(s) application for the Facility are true, accurate and correct in all respects.

Section 3.2 Truth and correctness of representations and warranties

- (a) The Chargor(s) acknowledge(s) that the Bank has accepted this Charge on the basis of and in full reliance upon, the aforesaid representations and warranties and the representations and warranties in the Transaction Documents, which will be correct and complied with in all material respects so long as this Charge shall remain in force and each of the above representations and

warranties will be correct and complied with in all material respects so long as the Facility shall remain available.

- (b) The truth and correctness of all the matters stated in the representations and warranties under Section 3.1 hereof shall form the basis of the Bank's commitment to make available or continue to make available the Facility under the terms of the Transaction Documents to the Chargor(s). If any such representations and/or warranties made shall at any time hereafter be found to have been incorrect in any material respect then and in such event and in spite of anything to the contrary hereunder the Bank shall have the right at its discretion to review, suspend, recall or terminate the Facility or any part thereof.

ARTICLE IV UNDERTAKING TO PAY

Section 4.1 Undertaking to pay

- (a) In consideration of the Bank having agreed at the request of the Chargor(s) to grant and make available and continue to grant and make available the Facility to the Chargor, the Chargor(s) hereby agree(s) and undertake(s) to pay the Bank, the Indebtedness and to pay such sums and monies as are or may become due and/or payable by the Chargor(s) under the Facility pursuant to the Transaction Documents, this Charge and any other Security Documents (if any).
- (b) Any statement of the Manager, Assistant Manager or any other officer of the Bank or any solicitor or firm of solicitors purporting to act for the Bank as to the amount(s) of the Indebtedness or the balance thereof and/or any sums due and payable in respect of the Facility pursuant to the Transaction Documents and/or this Charge shall, in the absence of fraud or manifest error, be final and conclusive evidence against the Chargor(s).

Section 4.2 Demands/notices

- (a) The Chargor(s) hereby undertake(s) and agree(s) to forthwith pay to the Bank on demand the Indebtedness failing which the Bank may, where such failure to pay has continued for a period of seven (7) calendar days', forthwith give the statutory notice pursuant to the relevant provisions of the applicable Act requiring the Chargor(s) to remedy the said failure or refusal to pay within a period of seven (7) calendar days' calculated from the date such statutory notice is deemed to have been served. If under the provisions of the applicable Acts, the duration of the statutory notice is longer than seven (7) calendar days' then the statutory notice given pursuant to such Act shall be for the duration prescribed under that Act.
- (b) Without prejudice to the generality of Section 4.2(a) above, the Indebtedness and any monies due and/or payable under the Facility shall become forthwith due and payable and must be discharged by the Chargor(s) immediately upon the happening of any of the events specified in the Transaction Documents or if the Chargor(s) threaten(s) to commit or commit(s) a breach of any of the terms contained in this Charge (other than the undertaking for payment of monies due under Section 4.2(a) above) which is capable of remedy and is not remedied within a period of seven (7) calendar days' from the date of happening of such breach. In the event that the Chargor(s) shall fail to pay

the Indebtedness and any monies due and/or payable under the Facility or shall fail to remedy the breach, the Bank shall be entitled to exercise its rights as provided in Section 4.2(a) above.

- (c) If and when the Indebtedness and monies payable under the Facility hereby undertaken to be paid by the Chargor(s) to the Bank shall be demanded as aforesaid or shall otherwise be required to be settled the monies owing or payable by the Chargor(s) to the Bank shall be ascertained by the Bank and when such monies shall be ascertained the Chargor(s) agree(s) that the statement of the Manager, Assistant Manager or any other officer of the Bank or by any solicitor or firm of solicitors purporting to act for the Bank as to the amount of the monies in respect of the Facility and all monies due and payable under this Charge shall, in the absence of fraud or manifest error, be final and conclusive.
- (d) Any demand for payment of the Indebtedness may be made by a notice in writing requiring payment within seven (7) calendar days' from the date of the said notice or in the case where the statutory notice under any of the applicable Act must by law be for a period longer than seven (7) calendar days', then the notice requiring payment shall be for such period as may be prescribed by or under the applicable Act and may be signed on behalf of the Bank by any Manager, Assistant Manager or any other Officer of the Bank or by any solicitors purporting to act for the Bank and such notice shall be deemed to have been sufficiently served on the Chargor(s) if it is left at the usual or last known place of residence or at the address of the Chargor(s) as specified in item 1(a) or at the usual or last known place of business of the Chargor(s) or sent by registered or ordinary mail to any of such addresses and in the last mentioned case the service shall be deemed to be made at the time when the registered or ordinary mail would in the ordinary course of post be delivered or if it is served in such manner as may be prescribed by the applicable Act unless such notice, demand or other communication is returned undelivered to the Bank due to non-delivery.
- (e) Any notice required or permitted to be served by the Bank under or pursuant to this Charge may be served and shall be deemed served in the like manner as a notice demanding payment as provided in Section 4.2(d) hereof.

ARTICLE V UNDERTAKINGS

Section 5.1 Undertakings

In the event that any of the Chargor(s) is/are declared a bankrupt or is/are already a bankrupt at the time of the grant of the Facility and the Bank does not realise its security under this Charge within six (6) months from the date of the receiving order, the other Chargor(s) (if applicable) who is not bankrupt hereby agree(s) to pay the full amount of the Indebtedness and any monies outstanding in respect of the Facility and the Bank is entitled to recover the same under this Charge in spite of Section 8(2A) of the Insolvency Act, 1967.

ARTICLE VI
SECURITY

Section 6.1 Continuing security

This Charge is expressly intended to be and shall be a continuing security for the payment of the Indebtedness in spite of the fact that the account or accounts of the Chargor(s) with the Bank shall cease to be current for any reason whatsoever and in spite of any settlement of account or accounts or otherwise.

Section 6.2 Undertaking to provide further security

- (a) If the Bank shall determine that further or additional security is required from the Chargor(s) 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 Chargor(s) in favour of the Bank, the Chargor(s), shall upon receipt of not less than twenty-one (21) calendar days' prior written notice from the Bank, execute in favour of the Bank or as the Bank shall direct such further legal or other mortgages, charges, debentures, assignments, transfer, agreements or other assurances as the Bank shall require of and on all the Chargor(s) rights, title and interests in any property or assets or business now belonging to or which may hereafter be acquired by or belonging to the Chargor(s) (including any vendor's lien) and the benefit of all licences held in connection therewith at the cost of the Chargor(s).
- (b) The Chargor(s) shall at the request of the Bank deposit with the Bank the document(s) of title of any or all immovable properties vested in the Chargor(s) for any tenure and all or any debentures, shares, stocks or other investments or securities registered in the name of the Chargor(s) or otherwise belonging to the Chargor(s). Such deposit may be by way of collateral security for the payment of monies and liabilities hereby secured and may also or otherwise be for the purpose of securing any other monies owing or payable to the Bank and not secured hereby.
- (c) In the event of the Bank requiring security pursuant to paragraphs (a) and (b) hereof, the Chargor(s) shall do all such acts and things, and execute all such further or other documents, as may be necessary or as the Bank may require in order to constitute, render enforceable or perfect such security or securities and to protect the rights of the Bank in relation thereto and in particular will, within fourteen (14) calendar days' of notice of such requirement, identify and offer to the Bank the security or securities and thereafter execute and or cause to be executed all and any instruments of charge and other documents relating thereto as required and upon being so requested by the Bank.
- (d) In the event any security or securities offered to the Bank as abovestated is or are not acceptable to the Bank, then the Bank shall give to the Chargor(s) a further period of fourteen (14) calendar days' from the date of notification thereof, for the Chargor(s) to provide to the Bank a substitute security or securities. If the Bank determines that such substitute security or securities is or are also not acceptable to the Bank, then the Chargor(s) shall pay to the Bank the Indebtedness within fourteen (14) calendar days' from the date of notification thereof by the Bank.

- (e) Any determination by the Bank as to whether such security or securities (proposed to be provided by the Chargor(s)) are acceptable as security or securities shall be in the discretion of the Bank.

Section 6.3 Restriction against other charges

The Chargor(s) hereby declare(s), warrant(s) and undertake(s) that there is no Security Interest created over the Property having priority to or ranking pari passu with this Charge and that :-

- (a) the Chargor(s) shall not during the subsistence of this Charge without the prior consent in writing of the Bank execute any form of Security Interest over the Property; and
- (b) this Charge shall be without prejudice to or shall not affect any lien to which the Bank is entitled or any securities (whether taken as additional or collateral security or otherwise) which the Bank may at any time or from time to time hold for or on account of the Indebtedness and this Charge also shall not operate so as to merge or otherwise affect any bill, note, guarantee, mortgage, lien or security already given by the Chargor(s) or any other security which may hereafter be given to the Bank by the Chargor(s) or any other Security Party(ies) or to which the Bank is entitled whether the same be for securing payment of the Indebtedness and whether such security is taken as additional or collateral security or otherwise howsoever.

Section 6.4 Valuation of the Property

- (a) The Chargor hereby authorises the Bank to value the Property annually or at such other interval or time as the Bank shall in its discretion decide and for this purpose, the Chargor authorises the Bank to appoint any valuer or any officer of the Bank or any other person of the Bank's choice to conduct such valuation and any cost and expense thereby incurred shall be borne by the Chargor(s) solely.
- (b) In the event such valuation as aforesaid reveals that the forced sale value of the Property is lower than as at the date hereof, the Bank shall, without prejudice to its general rights under Section 6.2 hereof, have the discretion to require the Chargor(s) within fourteen (14) calendar days' from the date of the notice from the Bank to charge, pledge, mortgage or deposit with the Bank the Chargor(s)' stocks and shares, assets, movable property and/or the issue document of title, if any, of all immovable properties vested in the Chargor(s) of such value as the Bank may from time to time require and for such tenure as the Bank so requires by way of further and additional security for the payment of the Indebtedness. If the Chargor(s) shall fail upon request to provide further and additional security as required by the Bank, the Bank shall be entitled at its discretion to demand and require the Chargor(s) to make immediate payment of such amount and in such manner as may be necessary to reduce the Indebtedness and failure by the Chargor(s) to do so shall be deemed to be an Event of Default.

ARTICLE VII
TAKAFUL

Section 7.1 Takaful

- (a) The Chargor(s) shall cover and cause the Property to be covered with a takaful company approved by the Bank for an amount acceptable to the Bank throughout the duration of this Charge, against loss or damage by fire, explosion, lightning, tempest, flood, landslip, riot, civil commotion, strike, malicious act and against such other risks as the Bank may deem expedient and shall cause the Bank's interest to be endorsed thereto as "Loss Payee" on the policy so taken out.
- (b) In the event the Chargor(s) shall fail to take, maintain or renew the takaful referred to in the preceding paragraph of this Section then the Bank may take one, maintain or renew such takaful in accordance with Section 7.1(a) with respect to which such default has occurred and all monies incurred, advanced or expended by the Bank from the date of demand shall be recoverable from the Chargor(s) and shall be paid on demand for the same being made by the Bank.

Section 7.2 Other Takaful

The Bank may from time to time and at any time require the Chargor(s) to take out and maintain a Mortgage Takaful Plan or a life takaful policy. The Chargor(s) hereby agree and undertake to assign absolutely all rights, title, interest and benefits to the proceeds payable under the Mortgage Takaful Plan policy or such life policy the Bank as further security and the Chargor(s) shall name the Bank as the sole beneficiary, in default whereof, the Bank may at its discretion at the cost and expense of the Chargor(s) take out and maintain such policy guaranteeing the payment of all monies due and/or owing or payable by the Chargor(s) to the Bank or any part thereof on such terms as the Bank may determine. In the event of an Event of Default, the Mortgage Takaful Plan shall be terminated by the Bank and the Bank may claim the surrender value of the policy.

Section 7.3 Restriction against additional Takaful

The Chargor(s) shall not except at the request or with the prior consent in writing of the Bank effect or keep on foot any takaful against such risk in respect of the Property or any works buildings or fixtures on or in respect of the Property or any property charged or secured to the Bank when the Bank or the Chargor(s) has effected or has kept on foot the takaful policy referred to in Section 7.1(a).

Section 7.4 Custody of policies and contribution receipts

Upon request by the Bank, the Chargor(s) shall deliver all takaful policies or copies thereof as the case may be including receipts or other evidence of payment of contribution(s) paid by the Chargor(s) towards account of the Takaful, to be deposited with the Bank.

Section 7.5 Application of Takaful monies

- (a) The Bank may require any monies received on any takaful policies as aforesaid whether effected by the Bank or by the Chargor(s) to be applied in or towards making good the loss or damage to the Property in respect of which the monies is received OR at the option of the Bank in or towards the payment of the Indebtedness secured hereby and the Chargor(s) shall hold the monies so received from the takaful policy in trust for the Bank and the Bank may receive and give a good discharge of all such monies.
- (b) Pending the receipt of any monies by the Bank from the takaful company, the Chargor(s) shall continue paying to the Bank whatever monies due and payable herein.
- (c) In the event that the Chargor(s) choose(s) with the consent of the Bank to apply the monies received under any takaful policies to make good the loss or damage to the Property the Chargor(s) shall in addition to paying the Indebtedness, bear the difference between the cost of making good such loss or damage to the Property and the compensation received under the takaful policy.
- (d) In the event (if applicable) that the Chargor(s) choose(s) to utilise the monies received under any takaful policies to settle the payment of the Indebtedness and other monies due and/or payable under the Facility hereby secured or any part thereof and the monies so received is less than the total Indebtedness, the Chargor(s) shall pay to the Bank the difference between the total amount received under the takaful policies and the total Indebtedness due within seven (7) calendar days' from the date of demand by the Bank.

ARTICLE VIII DEFAULT

Section 8.1 Default

In the event of any occurrence of Event of Default, (including breach by Chargor(s) of the agreement or undertaking to pay the Indebtedness and other monies owing or payable to the Bank on demand) occurring and continuing for a period of not less than seven (7) calendar days' it shall be lawful for the Bank forthwith to give notice to the Chargor(s) under the relevant provisions of the applicable Act requiring the Chargor(s) to remedy the said Event of Default within the period prescribed in the applicable Act and service of such notice shall be effected in the same manner as a notice demanding payment of the balance due as provided in Section 4.2 above.

Section 8.2 No Acquiescence

Despite the fact that the Bank may not have exercised any remedy available to it immediately on default by the Chargor(s) or that it may have accepted monies from the Chargor(s) after such default the Bank shall not be held to have waived or consented in such default and may at any time thereafter exercise all or any of the remedies available to it and any delay on the part of the Bank in taking steps to enforce the remedies conferred on and/or available to it by this Charge or by the applicable statute shall not be held to prejudice the Bank's right of action in respect thereof.

ARTICLE IX
REMEDIES

Section 9.1 Remedies of the Bank

Upon demand or upon the occurrence of any Events of Default the Bank shall be entitled to exercise such rights as the Bank may have under this Charge, the Transaction Documents and/or any of the Security Documents or at law including without limitation to all or any of the rights and powers as follows:

- (a) the right to enter and take possession of the Property or any part or parts thereof and if permissible under any of the applicable Acts, to be registered as proprietor thereof;
- (b) the right to let, lease or demise the Property or any part or parts thereof for such term of years at such rent and generally upon such terms as the Bank in its discretion shall determine;
- (c) the right to receive the rents and profits of the Property;
- (d) the right and power to sell the Property by public auction or private treaty as the absolute unencumbered owner thereof at such price or prices and in such manner as the Bank shall in its discretion think fit free from any interest of the Chargor(s) hereunder or otherwise and the right to bid at any such sale;
- (e) the right to sue and institute by way of civil suit or action for the recovery of the Indebtedness, whether before first realising the Property or otherwise or concurrently with any of the other rights and remedies of the Bank herein.

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

Section 9.2 Proceeds of sale

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

- FIRSTLY in or towards payment to quit rent, rates, taxes, assessments and other outgoings due to the Government;
- SECONDLY in payment of all costs, charges and expenses incurred and payments made by the Bank under the provisions of this Charge or any other Security Documents (if any) and any other taxes payable under any written law for the time being in force on the disposal of the Property;
- THIRDLY in or towards payment to the Bank of the Indebtedness due and remaining unpaid under

the Facility;

FOURTHLY in or towards payment to the Bank of all other monies due and remaining unpaid under this Charge or any other Security Documents (if any);

FIFTHLY in or towards payment to the Bank of the Chargor(s)' liabilities to the Bank (whether such liabilities be present, future, actual, contingent, primary, secondary, collateral, secured or unsecured, several or joint) under any other accounts of whatsoever nature, agreement or contract or otherwise with the Bank and all such monies available under this premise are specially held in trust for the Bank for the satisfaction of such liabilities;

SIXTHLY any surplus shall be paid to the Chargor(s) or any other persons entitled thereto.

PROVIDED ALWAYS THAT if the Bank shall be of the opinion that the security may prove deficient the same shall not prejudice the right of the Bank to receive the full amount to which it would have been entitled if the primary order had been observed or any lesser amount which the sum ultimately realised from the security may be sufficient to pay.

Section 9.3 Personal liability of the Chargor(s)

If the amount realised by the Bank on a sale of the Property after deduction and payment from the proceeds of such sale of all fees (including the fees of the Bank's solicitors on a full indemnity basis), dues, costs, rents, rates, taxes and other outgoings on the Property is less than the amount due to the Bank and whether at such sale the Bank is the purchaser or otherwise the Chargor(s) shall pay to the Bank the difference between the amount due and the amount so realised and until payment will also pay any applicable expenses incurred by the Bank as the Bank may impose from time to time PROVIDED THAT nothing stated herein shall be construed in any manner whatsoever to bind or require the Bank to exercise its right of sale of the Property first before enforcing or suing on the Chargor's personal undertaking to pay on demand or to restrict, affect or diminish the Bank's rights.

Section 9.4 Concurrent exercise of remedies

The Bank shall have the right to concurrently exercise all or any of the rights and remedies available to the Bank whether by this Charge or at law or otherwise including without limitation the right to pursue its remedies of sale and possession pursuant to the provisions of the applicable Act and the right to recover by civil suit all monies howsoever due and owing or payable by the Chargor(s), the Guarantor(s) (if any) or any other person(s) to the Bank.

ARTICLE X

UNDERTAKINGS IN RESPECT OF THE PROPERTY

Section 10.1 Delivery of vacant possession

Despite anything in this Charge contained, it is hereby declared that during the continuance of this Charge, the Bank shall have the right and power to deal with the Property in any manner in its discretion may

determine, including the right and power of sale whether by public auction or private contract as if it were the sole beneficial owner thereof and the Chargor(s) shall, at the Chargor(s) own cost and expense, peaceably deliver immediate vacant possession of the Property to the Bank or to such other person as the Bank may direct.

Section 10.2 Compliance with land title conditions

The Chargor(s) shall comply with and observe all the conditions, restrictions and category of land use, express or implied imposed upon relating to or affecting the Property or to which the Property is subject.

Section 10.3 User of the Property

The Chargor(s) shall not use the Property or any fixture or any building upon the Property or suffer the same to be used for any purposes which is unlawful and/or contrary to the Shariah principles other than those for which the same has been intended nor to store or bring upon the Property any articles of a specially combustible, inflammable or dangerous nature nor to do or permit or suffer to be done anything by reason whereof the Takaful policies referred to in Section 7.1 hereof may be rendered void or voidable. Upon receipt of notice in writing from the Bank that in the opinion of the Bank any usage by the Chargor(s) of the Property or any structure or fixture thereon or any part thereof whether by reason of overcrowding or for any reason whatsoever is calculated to affect adversely the security of the Bank, the Chargor(s) shall forthwith discontinue such use.

Section 10.4 Payment of outgoings

The Chargor(s) shall at all times during the continuance of this security pay the quit rent, assessment, rates, taxes and all other outgoings whatsoever payable from time to time in respect of the Property as and when the same shall become due and payable and will produce to the Bank on demand all receipts for such payments. In default whereof it shall be lawful for but not obligatory upon the Bank to pay the same or any part thereof and such payment shall be for and on the account of the Chargor(s).

Section 10.5 Information on matters affecting security

The Chargor(s) shall inform the Bank of any application, demand, notice, order or any other whatsoever notice document or transaction in any way affecting, concerning or touching on the Property or any structure, fixture or other erection thereon or any part thereof forthwith upon the issue publication service or occurrence thereof (time being of the essence in respect hereof) and produce the same to the Bank if called upon to do so AND the Chargor(s) shall do all acts and take all steps necessary or expedient to safeguard and preserve the Property or any building, structure or fixture or other erection thereon or any part thereof or the title of ownership thereto AND the Chargor(s) agree that the Bank may if it thinks fit and on behalf or in the name and at the expense of the Chargor(s) do all such acts and employ all such persons as the Bank shall determine for the purposes of safeguarding and preserving the Property or any structure or fixture or erection thereon as aforesaid.

Section 10.6 Dealings with security

The Chargor(s) shall not transfer, sell, charge or otherwise howsoever deal with the Property or any part thereof or any interest therein or make the same subject to any burden, charge, encumbrance, liability or lien whatsoever or 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 Property or for rescission, removal or amendment of any condition or restriction affecting the Property without the written consent of the Bank first had and obtained.

Section 10.7 Leasing and possession

The Chargor(s) shall not let out or lease or grant or agree to let out or lease or grant any licence or otherwise howsoever part with the possession or make or accept the surrender of any lease whatsoever of or in respect of the Property or any fixture or any part thereof to any person, firm or company without the consent in writing of the Bank first had and obtained which consent may be given by the Bank on such terms and conditions as the Bank may determine or the Bank may refuse consent, after due consideration by the Bank and it is hereby expressly agreed and declared that the provisions of Section 251 of the National Land Code where it is stated that the Bank, as chargee will not without reasonable cause withhold its consent to the granting by the Chargor(s) of any lease or tenancy or any other similar provisions of the Sabah Land Ordinance or the Sarawak Land Code shall not apply to this Charge.

Section 10.8 Repairs

The Chargor(s) shall at all times during the continuance of this Charge keep the Property and/or any building, structure or fixture now or at any time hereafter erected on or affixed to the Property in tenantable repair and condition. In default whereof it shall be lawful for but not obligatory upon the Bank to effect such repairs as may be necessary at the cost and expense of the Chargor(s) PROVIDED HOWEVER that if the Bank enters and effects such repairs it shall not be liable as a chargee in possession.

Section 10.9 Maintenance

The Chargor(s) shall not alter, pull down or remove the Property and/or any building, structure or fixture now or at any time hereafter erected on or affixed to the Property or any part thereof without the prior consent in writing of the Bank and shall forthwith replace or make good the same in the event of any such alteration, pulling down or removal. Where it is intended that there is to be erected any new building or additional structure on the Property or there is to be renovation of the Property or that the Facility is to be utilised for these purposes, the Chargor(s) shall complete the erection of such new building or additional structure or renovation in accordance with the approved plans therefor or such amendments thereof as may have been agreed in writing by the Bank with all reasonable speed and shall complete the erection or renovation thereof so as to comply with all requirements of any municipal local or such other competent authorities necessary for the obtaining of and shall obtain a certificate of fitness for occupation not later than such date as the Bank may stipulate.

Section 10.10 Right of inspection

The Bank and its agents and workmen shall be at liberty at all reasonable times of the day to enter into the Property and may have access to any fixture thereon and to view and inspect the condition of repair

thereof PROVIDED ALWAYS THAT if the Bank should enter and repair the same it shall not be liable as a chargee in possession nor shall it be answerable for any involuntary loss happening in or about the exercise or execution of any power conferred on the Bank as a chargee under this Charge.

Section 10.11 Discharge on full payment

Subject to and without prejudice to the Bank's rights and remedies against the Chargor(s) under Section 9.1 herein or in respect of any antecedent claim or breach of undertaking by the Chargor(s) the provisions of this Charge shall cease to be of any effect on the satisfaction by payment or otherwise of all monies and liabilities due or owing or payable by the Chargor(s) to the Bank under this Charge or otherwise intended to be hereby secured and upon registration of a registrable discharge of this Charge which has been duly executed by the Bank at the cost and expense of the Chargor(s).

Section 10.12 Duties of Chargor(s) to comply with laws and regulation (where applicable)

The Chargor(s) hereby undertake(s) to perform, observe, discharge and abide by all and singular the duties, responsibilities, liabilities, obligations and undertakings imposed on the Chargor(s) by the applicable Act or the by-laws established thereunder or any regulations, resolutions, by-laws passed by the developer or the management corporation, as the case may be and where applicable, in relation to the Chargor(s) right, use and enjoyment of to or in the Property and the common property and the Chargor(s) further undertake(s) not to do or cause to be done anything contrary to or inconsistent with the aforesaid duties, responsibilities, liabilities, obligations and undertakings respecting the Chargor(s) use, enjoyment and right of to or in the Property and the common property.

Section 10.13 Management Fund (where applicable)

Where the Property is subject to a management fund, the Chargor(s) shall promptly pay such contributions, subscription, dues and levies to the management fund in such manner and at such time as may be determined by the developer/vendor or the management corporation, as the case may be, for the purposes of maintaining, controlling, managing and administering the common property, paying rents, rates, assessments, taxes and takaful contributions and discharging any other obligations on the part of the developer/vendor or the management corporation, as the case may be. In default whereof it shall be lawful for but not obligatory upon the Bank to pay the same or any part thereof and such payment including all other monies paid out or expended by the Bank under any of the Section of this Article X shall constitute a debt due from the Chargor(s) to the Bank and shall form part of the Indebtedness.

ARTICLE XI
SERVICE OF ORIGINATING PROCESS

Section 11.1 Service of originating process

In the event legal proceedings are instituted by the Bank against the Chargor(s) the originating process shall be deemed to have been duly served on the Chargor(s):

- (a) if the originating process is sent by hand, at the time a copy of the originating process is left at the address of the Chargor(s) specified in Item 1(a) or at such other address as the Chargor(s) may notify the Bank by way of AR registered post from time to time which address shall be within Malaysia;
- (b) if the originating process is sent by prepaid registered post on the seventh (7th) day (including the day of posting) from the date the originating process is put into post addressed to the Chargor(s) at the address of the Chargor(s) hereinstated or such other address as the Chargor(s) may notify the Bank by way of AR Registered post from time to time which address shall be within Malaysia.

PROVIDED ALWAYS that the Bank shall only be deemed to have notification of the Chargor(s) change of address if the Bank has actually received the notice of such change sent by the Chargor(s).

The provisions in this Section 11.1(a) and Section 11.1(b) shall apply to the service of any other legal processes whatsoever by or on behalf of the Bank on the Chargor(s).

ARTICLE XII GENERAL TERMS

Section 12.1 Change in the Bank

The securities liabilities and obligations created by this Charge pursuant to the Facility shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, reconstruction or otherwise which may be made in the constitution of the Bank or of any company by which the business of the Bank may for the time being be carried on and shall be available to the company carrying on that business for the time being.

Section 12.2 Change in the Chargor(s)

- (a) The securities liabilities and/or obligations created by this Charge pursuant to the Facility shall continue to be valid and binding for all purposes whatsoever in spite of any change whether by reason of amalgamation, bankruptcy, death, insanity, incorporation, liquidation, reconstruction, winding up or otherwise howsoever in the name, style, constitution or composition of the Chargor(s) and it is expressly declared that no change of any sort whatsoever in relation to or affecting the Chargor(s) shall in any way affect the securities liabilities and/or obligations pursuant to the Facility created by this Charge in relation to any transaction whatsoever whether past, present or future.
- (b) If the Chargor(s) being a firm is dissolved by reason of the introduction of a further partner or partners into the firm or the death or retirement of any existing partners from the firm or the amalgamation of the firm with another firm or in consequent of a corporation taking over all the assets of the firm this Charge shall continue and in addition to the debts and liabilities of the old firm shall apply to all monies and liabilities due or incurred to the Bank from or by the new firm

or corporation as aforesaid thereby constituted as though there had been no change in the firm as previously constituted.

Section 12.3 Consolidation

- (a) The provisions (if any) of the applicable Act (restricting the right of consolidation) shall not apply to this Charge. In addition to and without prejudice to any other right of consolidation it is hereby declared that unless the Bank otherwise agrees, the Chargor(s) shall not be entitled to redeem or release or discharge any security given by the Chargor(s) to the Bank hereunder or any security whether given now or hereafter except on payment to the Bank of not only all monies secured hereby but also all monies whatsoever or howsoever owing or payable or due from the Chargor(s) to the Bank (whether such liability be present, future, actual, contingent, primary, secondary, collateral, secured or unsecured, several or joint) under any other account or accounts of whatsoever nature (whether current, deposit or loan/financing account), agreement or contract or otherwise with the Bank.
- (b) Without prejudice to any other remedies which the Bank may have, the Bank may upon giving the Chargor(s) not less than seven (7) calendar days' prior written notice combine, consolidate or merge all or any of the Chargor(s)' account or accounts of whatsoever nature (whether current, deposit or loan/financing account), at any branch of the Bank or any of the Bank's affiliated or related companies, of whatsoever nature with any liabilities of the Chargor(s) (whether such liability be present, future, actual, contingent, primary, secondary, collateral, secured or unsecured, several or joint) under any account (whether current, deposit or loan/financing account), agreement or contract with the Bank and set off or transfer any sum (whether in the same or different currencies) standing to the credit of any such account, agreement or contract in or towards the satisfaction of any of the Chargor(s)' liabilities to the Bank under the Transaction Documents and under this Charge or under any other account or accounts of whatsoever nature (whether current, deposit or loan/financing account), agreements or contracts or otherwise (whether such liability be present, future, actual, contingent, primary, secondary, collateral, secured or unsecured, several or joint).

Section 12.4 Modification and indulgence

The Bank may, with notice to the Chargor(s) and without in any way affecting the security hereby created:-

- (a) vary or depart from the terms and conditions governing the Facility and/or the provisions of this Charge and/or the other Security Documents and/or the Transaction Documents, and the Chargor(s) hereby irrevocably and expressly consent(s) to any and all such variations and/or departure (howsoever substantial);
- (b) grant to the Chargor(s) or the Security Party(ies) or any other person any time or indulgence;
- (c) renew any bills, notes or other negotiable securities;
- (d) deal with exchange release or modify or abstain from perfecting or enforcing any Security

Documents or other guarantee or rights it may now or at any time hereafter or from time to time have from or against the Chargor(s) or any other person;

- (e) compound with the Chargor(s), or Security Party(ies) or any other person;
- (f) vary from time to time the terms and conditions of the Facility given herein to comply with all relevant rules, decisions and rulings of Bank Negara Malaysia and/or the Association of Banks/Finance Companies of Malaysia whether the same be made before or after the creation of this Charge herein;
- (g) vary the number of and/or the amount of the Indebtedness to be paid by the Chargor(s) to the Bank; or
- (h) have recourse to all or any remedies or means for recovering the Indebtedness which may be available for such purpose at such time and in such order and manner as the Bank may think fit.

Section 12.5 No inference of waiver or acquiescence

No failure or delay on the part of the Bank in exercising nor any omission to exercise any right, power, privilege or any remedy available to the Bank under this Charge or any of the other Security Documents or statute, immediately on default by the Chargor(s) or that it may have accepted monies from the Chargor(s) after such default, shall impair any such right, power, privilege or remedy or be construed as a waiver thereof or an acquiescence in such default or any delay on the part of the Bank in taking steps to enforce the remedies conferred on or available to the Bank, prejudice its right of action in respect thereof or affect or impair any right, power, privilege or remedy of the Bank in respect of any other subsequent default.

Section 12.6 Suspense account

Any monies received hereunder may be placed and kept to the credit of a suspense account for such period as the Bank shall determine 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 Chargor(s) to the Bank. Despite any such payment in the event of any proceedings in or analogous to bankruptcy, liquidation, composition or arrangement, the Bank may prove for and agree to accept any dividend or composition in respect of the whole or any part of such money and liabilities in the same manner as if this security had not been created and no monies or dividends so received by the Bank shall be treated as received in respect of this Charge, but the full amount hereby secured shall be payable by the Chargor(s) until the Bank shall have received from all sources one hundred sen in the Ringgit on the ultimate balance outstanding against the Chargor(s). After the Bank has received such ultimate balance in full, any claim on the part of the Chargor(s) to any excess or any securities remaining with the Bank shall be a matter of adjustment between the Bank and the Chargor(s) and any person or persons laying claim thereto.

Section 12.7 Procedure on notice of further charge

It is hereby agreed that if the Chargor(s) (or any one or more of them) shall execute or create any further or subsequent charge, mortgage or encumbrance over the Property or any or parts thereof in favour

of any other corporation, persons of which the Bank shall receive notice either actual or constructive the Bank may on receiving such notice forthwith open a new or separate account with the Chargor(s) in its books and if the Bank does not in fact open such new or separate account the Bank shall nevertheless be deemed to have done so at the time when the Bank received or was deemed to have such notice (hereinafter called the "Time of Notice") and so as from and after the Time of Notice all payments into the account made by the Chargor(s) (or any other Security Party(ies) or any one or more of them) to the Bank shall (in spite 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 as aforesaid and shall not go in reduction of the amount due to the Bank at the Time Of Notice PROVIDED ALWAYS THAT nothing in this Section contained shall prejudice the security which the Bank otherwise would have had hereunder for the payment of the monies, costs, charges and expenses herein this Charge referred to in spite of the fact that the same may become due or owing or payable or be incurred after the Time Of Notice.

Section 12.8 Liens and other securities

Nothing herein contained 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 or on account of the Indebtedness 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 money intended to be hereby or otherwise secured or any right or remedy of the Bank thereunder.

Section 12.9 Payments by Chargor(s)

The Chargor(s) shall, unless otherwise agreed to in writing by the Bank, pay all stamp duties, fees or other charges payable on or incidental to the execution, issue, delivery, registration and enforcement of this Charge, the other Security Documents and any documents related thereto and all legal costs and expenses in connection with or incidental to this Charge including the fees of the Bank's solicitors (on a solicitor and own client basis) whether or not the Facility may be aborted before utilisation for any reason whatsoever. The Bank reserves the right to debit all such expenses from the Chargor(s)' account(s) with the Bank or any affiliated or related companies of the Bank. If the monies hereby secured or any part thereof are required to be recovered through any process of law, the Chargor(s) shall pay (in addition to the monies hereby secured then due and payable) the fees on the Bank's solicitors (on solicitor and client basis) and any other fees and expenses incurred in respect of such recovery.

Section 12.10 Costs and expenses

- (a) All costs, charges and expenses incurred hereunder by the Bank including any expenditure incurred in the creation, recovery, enforcement and/or preparation of this Charge and the other Security Documents or in the giving of any notice or in the making of any demand, under or pursuant to or in respect of this Charge and all other monies whatsoever paid by the Bank in respect of the said costs, charges, expenses and expenditure or otherwise howsoever and all or any sums of monies paid or expended by the Bank under or pursuant to the provisions of the applicable Act and/or this Charge and the other Security Documents express or implied, shall be debited to the Chargor(s) accounts and payable by the Chargor(s) to the Bank on

demand and the Customer(s) shall pay any applicable ta'widh (compensation) or if more than one facility is granted to the Customer(s), then the Customer(s) shall pay in the amount(s) as may be determined by the Bank from the date of the sums having been paid or expended and such sums shall on demand be paid to the Bank and until such payment has been fully made, the Customer(s) shall bear any applicable ta'widh (compensation) as the case may be from the date of such monies having been paid or expended until full payment (both before and after demand judgement or order) and shall be charged on the Property as part of the Indebtedness under the Facility.

- (b) In the event of default by the Chargor(s) in payment of any monies payable by the Chargor(s) to any person or authority whomsoever under or pursuant to the provisions of this Charge and the Transaction Documents, it shall be lawful for but not obligatory upon the Bank to make such payments on behalf of the Chargor(s), whereupon the Bank reserves the right to debit the Chargor(s) account or the Chargor(s)' current account or any other account maintained with the Bank and/or any other companies within CIMB Group Holdings Berhad's group of companies, with all such monies expended by the Bank.
- (c) The payments made by the Bank under the provisions of this Section 12.10(a) and 12.10(b) shall constitute a debt due from the Chargor(s) to the Bank and shall form part of the Indebtedness.

Section 12.11 Indemnity

- (a) The Chargor(s) shall not do or omit or suffer to be done any act, matter or thing in or respecting the Property which contravenes the provisions of the Transaction Documents and/or this Charge and the Chargor(s) shall at all times hereafter indemnify and keep indemnified the Bank against all losses, actions, proceedings, costs, expenses, claims and demands in respect of any such act, matter or thing done or omitted to be done in contravention of the said provisions.
- (b) In addition and without prejudice to the power, rights and remedies conferred on the Bank herein, the Chargor(s) shall indemnify the Bank against any damages, loss or expense (including but not limited to legal expenses on a solicitor and own client basis) which the Bank may sustain or incur as a consequence of any default in payment by the Chargor(s) of any sum due hereunder including (but not limited to) any Ta'widh charges 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.
- (c) Where such a situation is applicable, in consideration of the Bank having at the request of the Chargor(s) given its express or implied undertaking and/or guarantee to any financial institution and/or the developer/vendor or their solicitors or firm of solicitors purporting to act for the financial institution or the developer/vendor or to such other persons whatsoever to pay the balance purchase price or contract cost payable by the Chargor(s) under the sale and purchase agreement or any part thereof or any variation in the order of payment thereof either progressively or in such other manner in accordance with the terms and conditions of the sale and purchase agreement, the Chargor(s) agree(s) that the aforesaid undertaking and/or guarantee whether express or implied are given by the Bank on behalf of and for the benefit of the Chargor(s) and the Chargor(s) will at all times hereafter indemnify and keep the Bank indemnified against all actions, proceedings and costs suffered by the Bank arising from the aforesaid undertaking and/or guarantee (where applicable).

Section 12.12 Consent to assign/transfer

- (a) The Chargor(s) hereby undertake(s) and agree(s) that 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 with notice to the Chargor(s), assign and/or transfer all its rights, interests, benefits and obligations of this Charge to any person or financial institution upon such terms as the Bank shall determine and a statement therein of the amount due to the Bank shall be conclusive and binding for all purposes against the Chargor(s).
- (b) The Chargor(s) shall not assign the Chargor(s)' rights, interests and obligations hereunder without the prior written consent of the Bank.

Section 12.13 Custody of documents

The Bank shall have custody and possession of the issue document(s) of title/strata title in respect of the Property. The Bank shall be under no obligation to surrender or part with possession of the issue document(s) of title/strata title of the Property unless the production of any such document is required for purposes of any action or matter initiated or instituted by the Government or any government authority or department and not where such document is required for any other purpose or to effect any transaction conducted or initiated by the Chargor(s).

Section 12.14 Infringement of Islamic Financial Services Act, 2013

The Chargor(s) hereby declare(s) that there is no violation of any provisions contained in the Islamic Financial Services Act, 2013 or any prevailing laws or regulatory requirements or directives or guidelines issued or which may from time to time be issued or amended by Bank Negara Malaysia pertaining to the grant of facilities generally or to persons connected with the Bank ('Laws or Guidelines').

Section 12.15 Further assurance

The Chargor(s) shall from time to time and at any time, whether before or after the security constituted by this Charge or any other Security Documents shall have become enforceable, execute and do all such transfers, assignments, assurances, charges, debentures, instruments, documents, acts and things as the Bank may reasonably require for perfecting the security intended to be hereby constituted and for facilitating the realisation of the property charged or to be charged to the Bank and the exercise by it of all the powers, authorities and discretions hereby conferred on the Bank and the Chargor(s) shall also give all notices, orders and directions which the Bank may think expedient. For such purposes a certificate in writing signed by or on behalf of the Bank to the effect that any particular transfer, assignment, assurance, charge, debenture, instrument, document, act or thing required by it is reasonably required by it shall be conclusive evidence of the fact.

Section 12.16 Threatened proceedings etc.

The Chargor(s) hereby agree(s) and undertake(s):

- (a) to advise the Bank immediately of any threatened, impending or existing legal proceedings affecting the Chargor(s) and/or the other Security Party(ies) (if any);
- (b) that there is no change that would be detrimental to the financial standing of the Chargor(s) and/or the other Security Party(ies) (if any) provided always that the Bank has the discretion to decide whether a change is detrimental or not; and
- (c) to advise the Bank immediately of any change in the financial standing of the Chargor(s) and/or the other Security Party(ies) (if any).

Section 12.17 Disclosure of Information

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

Section 12.18 Severability

If at any time during the continuance of this Charge, any provision, term, condition, stipulation or undertaking of this Charge and/or the other Security Documents is or becomes illegal, void, invalid, prohibited or unenforceable in any respect the same shall be ineffective to the extent of such illegality, voidness, invalidity, prohibition or unenforceability without invalidating in any manner whatsoever the remaining provisions hereof.

Section 12.19 Legal incapacity of Chargor(s)

When any monies are owing or payable and secured by this Charge, they shall be deemed to be so owing or payable and so secured in spite of any legal limitation, incapacity or otherwise of the Chargor(s) in respect of the Facility which might be a defence as between the Chargor(s) and the Bank.

Section 12.20 No set-off or counterclaim by Chargor(s)

- (a) Until all monies and liabilities due or incurred by the Chargor(s) to the Bank shall have been paid or discharged in full, the Chargor(s) shall not by paying off any sum recoverable hereunder or by any other means or on any other ground claim any set-off or counterclaim against the Bank in respect of any liability from the Bank to the Chargor(s).
- (b) All sums payable by the Chargor(s) under this Charge shall be paid free and clear of and without any deduction or withholding on account of any tax (except to the extent required by law). If (a) the Chargor(s) or any other person is required by law to make any deduction or withholding on account of any tax or any other amount from any sum paid or payable by the Chargor(s) or any Security Party(ies) to the Bank under this Charge and the other Security Documents or (b) the Bank (or any person on its behalf) or any Security Party(ies) is required by law to make any deduction or withholding from any payment (except on account of tax on the overall net income of the Bank)

under this Charge and the other Security Documents, the Chargor(s) shall notify the Bank of any such requirement or any change in any such requirement as soon as the Chargor(s) becomes aware of it and shall:-

- (i) by giving the Bank thirty (30) calendar days' prior written notice, be at liberty to settle fully the Indebtedness (including any such tax or other amount) without any penalty together with the net cost to the Bank in funding or maintaining the Facility up to and including the date such settlement is actually received by the Bank and with an additional amount to be determined by the Bank at its discretion representing any loss (including but not limited to any funding loss) incurred by the Bank as a result of or arising from such settlement and on such settlement the Facility shall be cancelled;
 - (ii) pay any such tax or other amount before the date on which penalties attach thereto, such payment to be made (if the liability to pay is imposed on the Chargor(s) or, where applicable, any Security Party(ies) for the account of the Chargor(s) or such Security Party(ies) or (if that liability is imposed on the Bank) on behalf of and in the name of the Bank;
 - (iii) pay such additional sum to the extent necessary to ensure that, after the making of that deduction, withholding or payment the Bank receives on the due date and retains (free from any liability in respect of any such deduction, withholding or payment) a net sum equal to what the Bank would have received and retained had no such deduction, withholding or payment been required or made; and
 - (iv) as soon as the Chargor(s) or, where applicable, the Security Party(ies) is required by law to do so, pay over to the relevant taxation or other authorities the full amount of the deduction or withholding which shall have been made by the Chargor(s) or such Security Party(ies) and as soon as possible thereafter furnish to the Bank a copy of the official receipt in respect thereof in the name of the Bank, issued by the relevant taxation or other authorities and such other documentation as the Bank may reasonably require for the purpose of the taxation authorities of the Bank.
- (c) Without prejudice to the survival of any other agreement of the Chargor(s) hereunder, the agreements and obligations of the Chargor(s) contained in Sections 12.20(a) and 12.20 (b) above shall survive the payment in full of the Facility hereunder and under any instrument delivered hereunder.

Section 12.21 Set-off

If the Property is put up for sale by way of auction pursuant to the provisions herein contained or the provisions of the applicable Act or otherwise, the Bank may upon giving not less than seven (7) calendar days' prior written notice to the Assignor set off the monies due by the Chargor(s) to the Bank pursuant to this Charge against any monies payable by the Bank as the purchaser at such sale in the event of the Bank exercising its rights under this Charge or the applicable Act, as the case may be, to bid at such sale.

Section 12.22 Duty to deliver vacant possession

Unless with the consent of the Bank in writing, the Chargor(s) shall not, so long as this Charge continues in force and remains undischarged, permit any person or party other than the Chargor(s) to be the occupier of the Property and in the event of the Property being sold at a public auction pursuant to the provisions herein contained or an order of Court or the Land Administrator as the case may be, the Chargor(s) shall whenever requested to do so by the Bank at the Chargor(s)' own cost and expense deliver vacant possession of the Property to the Bank or to such other person(s) as the Bank may direct.

Section 12.23 Force majeure

The Bank shall not be liable for any failure on its part to perform any obligations hereunder resulting directly or indirectly from the action or inaction of any governmental or local authority or any strike, boycott, blockade, act of God, civil disturbance or cause beyond the control of the Bank.

Section 12.24 Government Acquisition

- (a) In the event the Property or any part thereof shall at any time become the subject matter of or be included in any notice, notification or declaration concerning or relating to acquisition by government or any governmental authority or any enquiry or proceedings in respect thereof or if any government or governmental authority shall condemn, nationalize, seize or otherwise expropriate all or any substantial part of the Property or other property or assets of the Chargor(s) or shall have assumed custody or control of such Property or other property or assets or of the business or operations of the Chargor(s) or shall have taken any action for the winding up of the Chargor(s) or any action that would prevent the Chargor(s) or its officers from carrying on the operations of its business or a substantial part thereof, the Chargor(s) shall forthwith inform the Bank of the same and shall forward to the Bank a copy or copies of any such notice, notification or declaration as soon as the same shall be delivered to or served on the Chargor(s).
- (b) The Bank shall be entitled to engage such advisers and agents (including solicitors and valuers) as it may determine for the purpose of appearing or attending at or advising upon any enquiry or proceedings affecting, concerning or relating to any such acquisition, expropriation or any of the matters referred to in paragraph (a) above at the expense of the Chargor(s).
- (c) All monies received as or by way of compensation in respect of any of the matters referred to in paragraph (a) above shall be applied in or towards the discharge or payment of any money or liability secured by this Charge and the other Security Documents and the Chargor(s) shall, and hereby declares that he/it/they shall hold all such monies so received in trust for the Bank and the Chargor(s) agree(s) and confirm(s) that the Bank may receive and give a good discharge for all such monies. In the event of all such monies as aforesaid being less than the Indebtedness, the Chargor(s) shall forthwith pay to the Bank the difference between the amount due and the amount so received.

Section 12.25 Statement of account

The Chargor(s) hereby expressly agree(s) that a statement of account signed by the Manager, Assistant Manager or any other duly authorised Officer of the Bank shall, in the absence of fraud or manifest error, be final and conclusive proof of the indebtedness of the Chargor(s).

Section 12.26 Involuntary loss

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

Section 12.27 Further advances

Nothing contained herein shall be deemed to render it obligatory upon the Bank to make to continue to make any further advances or to afford any other accommodation of facilities whatsoever to the Chargor(s).

Section 12.28 Cross default

The Bank reserves the right to proceed with legal proceedings against the Chargor(s) or any Security Party(ies) for all other monies due and/or payable to the Bank under this Charge or to terminate or withhold or withdraw the Facility if there is a default in the payment of any monies due by the Chargor(s) hereunder or a default by the Chargor(s) and/or any Security Party(ies) under any other account with the Bank or any other financial institution or if there is a default in the payment of any monies under the accounts of any other party of which the Chargor(s) and/or any Security Party(ies) is/are a guarantor or when the Chargor(s) and/or any Security Party(ies) or any subsidiary or holding company of the Chargor(s) and/or any Security Party(ies) cease(s) or threaten(s) to cease to carry on its business or a petition is presented or a resolution passed for the winding up of the Chargor(s) and/or any Security Party(ies) or the subsidiary or holding company of the Chargor(s) and/or any Security Party(ies).

Section 12.29 Variation of term

It is hereby expressly agreed and declared by the parties hereto that in spite of any of the provisions of this Charge to the contrary the provisions and terms of this Charge may from time to time and subject to Shariah principles, be varied or amended by the Bank by notice of not less than twenty-one (21) calendar days' to the Chargor(s) and such variations or amendments shall be effected by means of exchange of letters or such other means as the Bank may determine upon from time to time and thereupon such amendments and variations shall be deemed to become effective and the relevant provisions of this Charge shall be deemed to have been amended or varied accordingly and if applicable, shall be read and construed as if such amendments and variations had been incorporated in and had formed part of this Charge at the time of execution hereof.

Section 12.30 Applicable law and jurisdiction

This Charge shall be governed by and construed in all respects in accordance with the laws of Malaysia but in enforcing this Charge, the Bank shall have the right to initiate and take actions or proceedings

or otherwise against the Chargor(s) in Malaysia and/or elsewhere as the Bank may determine and the parties hereto hereby agree that where any actions or proceedings are initiated and taken in Malaysia they shall submit to the non-exclusive jurisdiction of the Courts of the States of Malaya or Sabah and Sarawak as the case may be in all matters connected with the obligations and liabilities of the parties hereto under or arising out of this Charge.

Section 12.31 Enforcement of this Charge

This Charge is in addition to and not in substitution of any other rights or securities which the Bank may have from or against the Chargor(s) or any other Security Parties and may be enforced in accordance with the terms hereof without first having recourse to any of such other rights or securities and without taking any steps or proceedings against any of the other Security Parties as aforesaid.

Section 12.32 Successors bound

This Charge shall be binding upon the heirs, liquidators, receivers, personal representatives, permitted assigns and successors in title of the Chargor(s), as the case may be, and enforceable by the successors in title and assigns of the Bank.

Section 12.33 Entire agreement

The Transaction Documents, this Charge, the Schedule hereto and any document or instrument attached hereto or referred to herein or therein or executed in connection with the Facility integrate all the terms and conditions mentioned herein and incidental hereto and supersede all oral negotiations and prior correspondences in respect of the subject matter hereof.

Section 12.34 Construction where Chargor(s) is/are not an individual person

If the name of the Chargor(s) herein inserted is that of either a firm or a limited company or other corporation or of any committee or association or other unincorporated body, any of the provisions hereinbefore contained which are primarily and literally applicable to the case of a single and individual Chargor(s) or person only shall be construed and take effect so as to give the Bank hereunder a security for the monies owing or payable from that firm and every member thereof or from the limited company or corporation or committee or association or other unincorporated body as identical or analogue as may be with or to that which would have been given for the monies owing or payable from a single individual if the Chargor(s) had been a single individual and any monies shall be deemed to be so owing or payable in spite of any defect informality or insufficiency in the borrowing/financing or other powers of the Chargor(s) or in the exercise thereof which might be a defence as between the Chargor(s) and the Bank. In the case of a firm, the security provided herein shall be deemed to be a continuing security for all monies owing or payable on any such account as hereinbefore mentioned from the person or persons carrying on business in the name of or in succession to the firm or from any one or more of such persons although by death, retirement or admission of partners or other causes the constitution of the firm may have been in part or wholly varied. In the case of a limited company or other corporation any reference to bankruptcy or death shall be deemed to be a reference to liquidation, winding up or other analogous proceedings and the monies owing or payable as aforesaid and hereby secured shall be deemed to include

any monies owing or payable in respect of debentures or debenture stock of the limited company or other corporation held by or on behalf of the Bank.

Section 12.35 Unincorporated body

In amplification to and not in derogation of any other provision contained in this Charge it is expressly agreed that in spite of the fact that the Chargor(s) is/are a committee or association or other unincorporated body which has no legal entity the security provided herein shall be valid and have effect as though the Chargor(s) was/were a principal obligor.

Section 12.36 Native and customary lands

- (a) If the name of the Chargor(s) herein inserted is that of Native, any of the provisions hereinbefore contained which are primarily and literally applicable to the case of a single and individual Chargor(s) or person who is/are not Native shall be construed and take effect so as to give the Bank hereunder a security for the monies owing or payable from Native.
- (b) If the expression of the Property refers to or includes native customary lands in Sabah and Sarawak, it is the responsibility of the Chargor(s) to ensure that this Charge does not breach the applicable laws in Sabah or Sarawak governing native customary lands.

Section 12.37 Applicability of Malay Reservation Enactments

For the avoidance of doubt it is hereby agreed and declared that this Charge is entered into for the purpose of and in order to effect the financing and in the event that the provisions of the respective Acts or any Malay Reservation Enactments of the States of Peninsular Malaysia shall become applicable or would be contravened in the process unless an approval of a Ruler in Council or any other approval required under the applicable Acts is obtained or become necessary, it shall be the sole responsibility of the Chargor(s) to obtain such approval prior to the execution of this Charge and/or the other Security Documents and the Chargor(s) hereby undertake(s) with the Bank to obtain or cause to obtain such approval.

Section 12.38 Time

Time wherever mentioned shall be of the essence of this Charge.

Section 12.39 Provisions of Transaction Documents

- (a) The Chargor(s) expressly acknowledge(s) having understood the provisions of the Transaction Documents and this Charge.

- (b) Where the Chargor(s) is/are not an individual person, the authorised signatory(ies) of the Chargor(s) expressly acknowledge(s) having understood the provisions and implications of the Transaction Documents and this Charge.

Section 12.40 Application of payments

Despite any other provisions contained in this Charge to the contrary, the Bank is entitled to apply any payments received from the Chargor(s) or from any person making payments on behalf of the Chargor(s) (irrespective of whether the purpose of the payment is specified or not) towards satisfaction in whole or in part of the Indebtedness or other sums of monies then due and payable from the Chargor(s) under this Charge and/or the Transaction Documents in any order that the Bank in its discretion may determine.

Section 12.41 Miscellaneous

- (a) The Bank and the Chargor(s) expressly acknowledge and declares that unless the Bank otherwise agrees, this Charge shall not be discharged except on payment by the Chargor(s) of not only the total Indebtedness but also all monies secured by any other charges created by the Chargor(s) in favour or vested in the Bank. For the purpose of Property situated in Peninsular Malaysia, the Bank and the Chargor(s) further acknowledge that the provisions of Section 245 of the National Land Code (restricting the right of consolidation) shall not apply to this Charge.
- (b) For the Property situated in Peninsular Malaysia, insofar as the law shall permit, the application of Section 244(2) of the National Land Code with regard to the production of any issue document of title or duplicate lease on the written request of the proprietor or lessee, at any land registry or land office, this shall be restricted to instances where the production of any document is required for purposes of any action or matter initiated or instituted by the Government or any government authority, department or officer and not where such document is required for any purpose or to effect any transaction conducted or initiated by the Chargor(s) AND nothing contained or expressed in the said Section 244(2) shall be deemed to give consent of the Bank (whether express or implied) to any act or transaction requiring the consent of the Bank. If the Property is situated in Sabah or Sarawak, any provision of such document(s) by the Bank shall be restricted to instances where the production of any document is required for purposes of any action or matter initiated or instituted by the Government or any government authority, department or officer and not where such document is required for any purpose or to effect any transaction conducted or initiated by the Chargor(s).
- (c) For Property situated in Sabah, in spite of anything contained in this Charge, the Bank or its solicitors or agents may serve any notice or documents on the Chargor(s) or to any person entitled by law to accept service on behalf of the Chargor(s) in the manner specified under Rule 8 of Land Rules enacted under the Sabah Land Ordinance.

Section 12.42 Effective date

The parties hereto agree that this Charge shall come into force on the date of this Charge irrespective of the diverse dates upon which the parties may have each executed this Charge respectively.

Section 12.43 Principal and secondary instruments

IT IS HEREBY AGREED AND DECLARED that the Transaction Documents and the Security Documents are all instruments employed in one transaction relating to the Indebtedness and for the purpose of Section 4(3) of Stamp Act, 1949, (Consolidated and Revised in 1989), this Charge shall be the secondary or subsidiary instruments.

Section 12.44 Privacy Clause

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

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

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

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

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IN WITNESS WHEREOF the hand of the Attorney of the Bank and the hand(s) of the Chargor(s) were hereto set respectively.

SIGNED by)
)
 as Attorney of)
 CIMB ISLAMIC BANK BERHAD)
 [Registration No. 200401032872 (671380-H)])
)
 in the presence of :-)

(where Chargor is an individual)

SIGNED by the)
)
 Chargor(s))
 in the presence of:-)

(where Chargor is a company)

The Common Seal of)
)
)
 was hereunto affixed)
 in the presence of:-)

Director _____
 Name :
 NRIC No :

Director/Secretary _____
 Name :
 NRIC No :

THE SCHEDULE

(which shall be taken read and construed as an integral part of this Assignment)

ITEM	MATTER	PARTICULARS						
1. (a)	NAME(S), PARTICULARS AND ADDRESS(ES) OF THE CHARGOR(S) (Party Section)							
(b)	PLACE OF BUSINESS OF THE BANK (Party Section)							
2.	PARTICULARS OF THE PROPERTY (Section 1.1)							
3.	FACILITY (Section 1.2)	<table border="1"> <thead> <tr> <th data-bbox="820 940 1089 1014">TYPE OF FACILITY</th> <th data-bbox="1089 940 1330 1014">LIMIT (RM)</th> </tr> </thead> <tbody> <tr> <td data-bbox="820 1014 1089 1129"></td> <td data-bbox="1089 1014 1330 1129"></td> </tr> <tr> <td data-bbox="820 1129 1089 1171">TOTAL</td> <td data-bbox="1089 1129 1330 1171"></td> </tr> </tbody> </table>	TYPE OF FACILITY	LIMIT (RM)			TOTAL	
TYPE OF FACILITY	LIMIT (RM)							
TOTAL								
4.	DATE OF THE LETTER OF OFFER (Section 1.2)							
5.	DATE OF THE GENERAL FACILITY AGREEMENT							
6.	SECURITY DOCUMENTS AND DATES (Section 2.1)							