

ANNEXURE

I/We, the party described in Section 1 of the Schedule (the “**Chargor**”), charge the land described in the “**Jadual**” to the Memorandum of Charge and in Section 2 of the Schedule below (the “**Land**”) to CIMB Bank Berhad [197201001799 (13491-P)], a licensed financial institution having its registered office at Level 13, Menara CIMB, Jalan Stesen Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur and having a place of business as described in Section 5 of the Schedule (the “**Bank**”), on the following terms and conditions:

WHEREAS

- (A) The Borrower has obtained a banking facility from the Bank on terms and conditions stated in the Facility Agreement (as defined below) and Letter of Offer (as defined below).
- (B) It is a term of the Facility Agreement that the Chargor, as the registered proprietor(s) of the Land, executes and delivers this Charge in the Bank’s favour to secure the payment and repayment of the Secured Liabilities (as defined below).

*(to delete whichever inapplicable)

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Charge, each of the following expressions has the meaning shown opposite to it, unless this does not suit the context used:

Advance	means each principal sum of money disbursed from time to time under the Facility.
Borrower	means the party described in Section 4 of the Schedule.
Charge	means this legal charge.
Chargor	means the party described in Section 1 of the Schedule.
Default Interest Rate	means the default rate of interest as specified in the Letter of Offer.
Event of Default	means any of the events specified in (i) Clause 12 (<i>Events of Default</i>) and (ii) the Facility Agreement and the Letter Of Offer, that would cause the Secured Liabilities to become immediately due and payable to the Bank.

Facility	means the banking facility that the Bank has or will make available to the Borrower now or after the date of this Charge in accordance with the terms and conditions set out in the Facility Agreement and the Letter Of Offer.
Facility Agreement	means the facility agreement between the Borrower and the Bank on the date stated in Section 6 of the Schedule that specifies the terms and conditions for the Facility extended by the Bank and agreed to by the Borrower.
Interest	means the interest that is charged on the Facility, whether it is at the Prevailing Interest Rate or Default Interest Rate or such other interest rate as the Bank may stipulate from time to time.
Insured Risks	means fire, storm, lightning, earthquake, explosion, aircraft, riot, civil commotion, malicious damage, impact, terrorism, aircraft and other aerial devices or articles dropped therefrom, tempest, flood, bursting and overflowing of water tanks, apparatus or pipes, and damage by or resulting from vehicular impact, and other risks that the Bank may approve, including risks associated with the demolition of buildings, site clearance costs and expenses, architects' fees, surveyors' fees, other professional fees and all other incidental expenses relating to the Land.
Land	means the land described in Section 2 of the Schedule including all buildings, fixtures, fittings, plant and machinery affixed to or on the Land.
Land Code	means the National Land Code (Revised – 2020) for land located in Peninsular Malaysia, the Sarawak Land Code (Cap 81) for land located in Sarawak and the Sabah Land Code (Cap 68) for land located in Sabah (as applicable) and includes all amendments made and subsidiary legislation issued.
Letter of Offer	means the letter of offer described in Section 6 of the Schedule and any subsequent letters of offer relating to the Facility issued by the Bank and accepted by the Borrower and includes letters of notification issued by the Bank.

Prevailing Interest Rate means the interest rate specified in the Letter Of Offer or such other interest rate as the Bank may stipulate from time to time.

Secured Liabilities means the aggregate of the following liabilities arising in respect of or under the Facility Agreement, the Letter Of Offer and the other Security Documents:-

- (a) all monies (including but not limited to principal, interest (including default interest), commission, charges, fees, legal costs and disbursements (on a full indemnity basis) plus other costs and expenses), whether present, future, actual or contingent, outstanding or payable or agreed to be paid by the Borrower or any other Security Party to the Bank from time to time; and/or
- (b) all present, future, actual or contingent liabilities and obligations:
 - (i) for the repayment or payment of any monies by the Borrower or any other Security Party from time to time to the Bank; and/or
 - (ii) which the Bank may from time to time incur (including but not limited to any liability or obligation arising from or incurred under any guarantee, indemnity, undertaking or other agreement or instrument created pursuant to the Facility Agreement).

Security Documents means any guarantee and any other security documents referred to in the Letter of Offer and any other document used or to be used to secure the Secured Liabilities.

Security Party means the Chargor and any other party providing any form of security (including but not limited to any guarantee or indemnity) to secure payment of the Secured Liabilities.

1.2 Interpretation In this Charge: -

- (a) references to Clauses, Sections and Schedule are to be construed as references to the Clauses, Sections and Schedule of and to this Charge;
- (b) references to any provisions of this Charge or to any other document or agreement are to be construed as references to those provisions or that document or agreement as is in force for the time being and as amended, varied, supplemented, substituted or novated from time to time;
- (c) words importing the singular are to include the plural and vice versa, and words importing the masculine gender include the feminine and neuter genders and vice versa;

- (d) references to a party are to be construed to include references to a corporation, firm, partnership, joint venture, unincorporated body of persons, individual or any state or agency of a state, whether or not a separate legal entity;
- (e) references to any statutory provision are to be construed as references to that statutory provision as amended, supplemented, re-enacted or replaced from time to time (whether before or after the date of this Charge) and are to include any orders, regulations, instruments or other subordinate legislation made under or deriving validity from that statutory provision;
- (f) the term "**principal**" includes all sums and monies advanced or paid to or on behalf of the Borrower and/or the Chargor by the Bank or otherwise payable by the Borrower and/or the Chargor to the Bank pursuant to this Charge (whether or not the same forms part of the Facility). The term "**interest**" includes interest at the Prevailing Interest Rate, the Default Rate or such other rate or rates as the Bank may determine from time to time ;
- (g) clause headings are for ease of reference only and will not affect the interpretation of this Charge;
- (h) the words "**monies**" or "**money**", or "**monies**", "**ringgit**", "**dollar**" and the symbol "**RM**" will be construed as references to Malaysian currency;
- (i) the Schedule to this Charge forms an integral part of this Charge and must be read and construed as an essential part of this Charge;
- (j) where the "Borrower" or "Chargor" comprises two or more parties: -
 - (i) such expression will, as the context may require, mean and include all of such parties, or each of them or any of them;
 - (ii) all covenants, charges, agreements and undertakings expressed or implied on the part of the Chargor in this Charge will be deemed to be joint and several covenants, charges, agreements and undertakings by the parties comprising the Chargor;
 - (iii) each such party will be bound even if any of the other parties comprising the Chargor is not so bound; and
 - (iv) the Bank (i) may release or discharge any one or more of them from all or any liability or obligation under this Charge or (ii) may make any arrangement or composition with any such person without releasing any of the others or otherwise prejudicing any of the Bank's rights under this Charge.

2 COVENANT TO PAY

2.1 The Chargor covenants with the Bank:

- (a) to pay the Bank the Secured Liabilities on demand within the time period specified in the written notice issued by the Bank;

- (b) that if the Facility is granted to joint Borrowers and one of the Borrowers has been declared a bankrupt during the tenure of the Facility but the Bank has not realised the security created under this Charge within 12 months from the date of the bankruptcy order by which such Borrower is adjudicated bankrupt, the other Borrower who is not bankrupt and/or the Chargor must continue to pay Interest on the Secured Liabilities; and
- (c) to pay all monies as are or may become payable by the Chargor under this Charge including all costs, charges and expenses.

2.2 Any monies received towards payment, repayment or prepayment of the Secured Liabilities shall be applied by the Bank in accordance with the Facility Agreement and/or Letter of Offer.

3 SECURITY

3.1 As security for the due and punctual payment and repayment of the Secured Liabilities, the Chargor hereby charges the Land to the Bank by way of a legal charge under the Land Code.

3.2 This Charge is expressly intended to be and will be a continuing security for the Secured Liabilities. This Charge will not prejudice or affect, or be prejudiced or affected by any other security held by the Bank for the Secured Liabilities, even if:

- (i) there is a default in payment on the Borrower's or Chargor's accounts for any reason or any other of the Borrower's or Chargor's borrowing accounts are settled;
- (ii) the bankruptcy, death or mental incapacity of the Borrower or Chargor; and
- (iii) the winding-up, amalgamation, reconstruction of or other similar proceedings or events concerning the Borrower and/or the Chargor.

3.3 If the value of the Land diminishes, if the Land is in jeopardy in any way or the value of the Land becomes insufficient to secure the Secured Liabilities and the Bank requests that additional security be provided, the Chargor shall create or procure that the Borrower creates further security in favour of the Bank, in such form and value as may be agreed between the Chargor and the Bank.

3.4 The Chargor shall not, create or permit the creation of any form of encumbrance to be created (other than in favour of the Bank), including but not limited to caveats or prohibitory orders to exist in respect of the Land.

3.5 The Bank shall have custody and possession of the issue documents of title in respect of the Land throughout the tenure of this Charge.

4 NO OBLIGATION TO ADVANCE

Nothing in this Charge makes it obligatory for the Bank (either in law or at equity) to make or continue to make advances or to grant any other accommodation or banking facilities to the Borrower.

5 FURTHER ADVANCES

This Charge is intended to secure further advances or banking facilities to be granted by the Bank to the Borrower or the Chargor. If such further advances or banking facilities are granted by the Bank to the Borrower or the Chargor, the Facility Agreement or the Letter of Offer will be upstamped for such additional principal amount. The stamp duty for upstamping (including penalties if such penalties for late stamping are imposed due to any delay by or default of the Borrower or the Chargor) will be borne by the Borrower and/or the Chargor. If the Borrower or the Chargor fail to pay such stamp duty, the Bank is authorised to debit the Borrower's or the Chargor's accounts to pay for the stamp duty.

6 INTEREST

Any amount payable by the Chargor, including costs and expenses incurred by the Bank relating to this Charge will carry interest, both before and after judgment, as provided for under the Facility Agreement. Interest on the costs and expenses will accrue from the date on which they were paid or incurred by the Bank. Such interest and any amount payable by the Chargor to the Bank may be charged to any account of the Chargor (as applicable) and will form part of the Secured Liabilities.

7 CAPITALISATION OF INTEREST

7.1 The Bank has the right to capitalise and add any unpaid interest to the principal sum of the Facility. Any such interest added to the principal sum will be charged at the then prevailing rate prescribed for the Facility. This right will continue and subsist, whether:

- (i) a demand has been made for the Secured Liabilities; or
- (ii) the banker-customer relationship between the Bank and the Borrower has ceased; or
- (iii) before or after any Court judgment or any order has been made for the sale of the Land.

7.2 It is expressly agreed that if any interest remains unpaid or the unpaid interest is added to the principal sum of the Facility, the Bank may recall part or all of the Secured Liabilities.

7.3 If the Borrower does not make any monthly payments for the Facility when due, the Bank may vary the Prevailing Interest Rate on the Facility to the Default Interest Rate by giving 21 days' prior written notice to the Borrower. For every default in payment, the Bank may impose or re-impose the Default Interest Rate accordingly.

8 DISCHARGE

This Charge and the obligations of the Chargor under this Charge will not be satisfied and discharged, except on payment by the Borrower and/or the Chargor of:

- (i) all the Secured Liabilities; and
- (ii) all monies which are now or are due and owing by the Borrower and/or the Chargor (whether solely or jointly with any other persons) after the date of this Charge or for which the Borrower and/or the Chargor may be liable to the Bank in any manner.

9 RESTRICTIONS

The Chargor must obtain the prior written consent of the Bank to carry out or agree to carry out any of the following:

- (a) create or permit to subsist any encumbrance or give any right or option on the Land or any part of the Land;
- (b) sell, dispose, transfer, assign or otherwise deal with the Land or any interest in the Land;
- (c) assign or dispose of any monies payable to the Chargor in relation to the Land;
- (d) grant or agree to grant any lease or license over the Land; and/or
- (e) part with or share possession or occupation of the Land with any party.

10 COVENANTS BY THE CHARGOR

The Borrower and/or Chargor covenants with the Bank during the continuance of this Charge:

(a) Repair

to keep the buildings, installations and structures (whether fully or partially constructed) and all their fixtures and fittings and other erections on the Land, in (i) good and tenantable repair and condition and (ii) fully protected from damage or deterioration as a result of weather or malicious damage or any other cause. The Chargor must replace any fixtures and fittings which have become worn out or are otherwise unfit for use with substitutes of a similar nature and of equal value. If not, the Bank may (but is not obliged to) enter the Land to carry out such repairs as may be necessary;

(b) Insurance

(i) to insure the buildings, installations and structures and all their fixtures and fittings and other erections on the Land at the full replacement value against loss or damage arising from the Insured Risks. The insurance must be taken from an insurer on the Bank's panel or an insurer acceptable by the Bank. The Chargor shall ensure that:

- (I) the Bank's interest is endorsed on the insurance policy as loss payee;
- (II) punctual payment of the premium is made on an annual basis;
- (III) the automatic renewal of the insurance policy is made throughout the Tenure; and
- (IV) the original insurance policy and subsequent renewals are delivered to the Bank;

(ii) that any monies received under the insurance policy for any loss or damage to the Land shall be applied at the Bank's option either towards discharge of the Secured Liabilities or in making good (any shortfall from such loss or damage shall be covered by the Chargor) the loss or damage to the Land. Any such monies received by the Chargor will be held on trust for the Bank;

- (iii) to comply with the terms and conditions of any insurance policy relating to the Land. The Chargor will not do, or omit to do anything which will or might cause the insurance policy to become void or voidable or cease to be in full force and effect (whether in whole or in part);
- (iv) that the Bank is authorised but is not obliged to purchase the insurance or renewals (as applicable) if the insurance policy and subsequent renewals are not delivered to the Bank after a reminder notice of at least 14 days has been sent to the Chargor. The Chargor consents to the Bank's purchase of such insurance or renewals (as applicable) where the premiums will be charged to the Facility account(s). The premiums paid will not be refundable even if the Chargor is able to subsequently show that the requisite insurance coverage was taken up. The Chargor must advise the Bank as to the amount to be insured. If not, the Bank will treat the Land as being adequately insured and the Chargor may not hold the Bank liable if the insurance coverage is inadequate. The Chargor further agrees that the Bank may retain for its own benefit, any commission or profit paid or allowed to the Bank in respect of the taking out of such insurance as mentioned above;

(c) Outgoings

to punctually pay all outgoings on the Land (such as quit rent, assessments, taxes, charges, etc.) and to furnish the receipt of such payment to the Bank on demand. If the Chargor does not make such payments, the Bank may (but is not obliged to) pay the outstanding outgoings and charge the same to the Facility account. The Chargor shall reimburse the Bank for all such payments and until such reimbursement is made, the payments made by the Bank shall form part of the Secured Liabilities.

(d) Conditions and Restrictions on the Land

to comply with all express or implied conditions and restrictions imposed upon, relating to or affecting the Land.

(e) Alterations

not to, without the Bank's written consent:

- (i) demolish, pull down, remove or allow the demolition, pulling down or removal of (A) any building, installation or structure currently standing on the Land or (B) any fixtures in any building, installation or structure on the Land; or
- (ii) construct any building, installation or structure on the Land; or
- (iii) alter or change of use of the Land; or
- (iv) do anything that will diminish the value of the Land;

(f) User of the Land

not to do any of the following:

- (i) use or allow the Land or any fixture or building on the Land to be used for purposes other than for which they are intended;

- (ii) store or bring upon the Land any combustible, flammable or dangerous articles;
- (iii) do or permit anything to be done that may cause any insurance referred to in this Charge to become void or voidable;
- (iv) continue any usage of the Land or fixture or building on the Land on receipt of a notice in writing from the Bank that such usage adversely affects the Land;

(g) Right of Entry

to permit representatives of the Bank (with or without workmen or others) to enter the Land at all reasonable times to view the state of repair and condition of the Land;

(h) Directions

- (i) to give to the Bank a copy of any direction, order, notice, permission or proposal affecting the Land or use or value of the Land (“**Direction**”) within four days of receiving such Direction;
- (ii) to comply immediately with the terms of such Direction; and
- (iii) to object or make representations against or in respect of such Direction as the Bank may require at the Chargor's cost;

(i) Information

to provide or furnish to the Bank documents or information relating to the Land or its development as the Bank may require;

(j) Statutes

- (i) to comply with all laws, regulations, orders, ordinance or by-laws and requirements of any competent authority; and
- (ii) to obtain all approvals, licences or consents required in relation to the Land;

(k) Indemnity

to keep the Bank fully and effectively indemnified from and against all actions, proceedings, costs, charges, claims, demands, expenses and liabilities (including any taxes and/or legal and other professional fees) which may arise due to any breach, non-observance or non-performance by the Chargor of any covenants or conditions contained in this Charge or any provisions of the applicable Land Code. This includes indemnifying the Bank for any costs which it incurs for making good any such breach, non-observance or non-performance by the Chargor.

11 POWER TO REMEDY

- 11.1 If the Chargor fails to perform or observe any covenant or condition contained in this Charge, the Bank may (but is not obliged to) to rectify such failure at the Chargor’s cost such as:

- (a) to enter the Land and to repair and perform other works on the Land as the Bank considers necessary;
- (b) to take such steps, give notices, execute and perform works or act in order to comply with any Direction that affects or is likely to affect the Land or its value;
- (c) to admit, settle, liquidate, compound or contest any claim or liabilities in relation to the Land in such manner as the Bank reasonably thinks fit (whether or not the Bank is expressly indemnified in this Charge); and
- (d) to make any necessary payment in relation to the Land by charging it to the Facility account.

11.2 No exercise by the Bank of the powers created in this Charge will make the Bank a chargee in possession.

12 EVENTS OF DEFAULT

12.1 Each of the events set out below is an Event of Default:-

- (a) the Borrower or Chargor fail to pay any part of the Secured Liabilities when due;
- (b) the Chargor commit any breach or fail to observe or perform any of the covenants or other terms of this Charge;
- (c) any representation or warranty made or repeated by the Chargor in this Charge is or proves to be untrue or incorrect when made or repeated with reference to the facts and circumstances existing at such time;
- (d) if the Bank decides that (i) its security under this Charge is inadequate or in jeopardy, or (ii) any event has occurred which could or might prejudice the Chargor's obligations under this Charge;
- (e) if the Borrower and/or the Chargor are affected by a material change in its or their financial condition which is likely to prejudice its or their ability to fulfill the obligations under the Facility Agreement and/or this Charge;
- (f) if the Borrower and/or Chargor individually/respectively:
 - (i) is or become bankrupt, wound-up, insolvent or commits any act of bankruptcy;
 - (ii) suspends payment of debts;
 - (iii) admits or is deemed to be unable to pay any debts as they fall due;
 - (iv) suffer execution to be levied against any of them;
 - (v) propose to, or enter into any composition or other arrangement (voluntary or otherwise);
 - (vi) is placed under judicial management or is the subject of an application for an order of judicial management; or
 - (vii) a receiver and/or manager, administrator or similar officer is/are appointed to take over any material part of either of, or both of their assets and/or business (as applicable);

- (viii) have proceedings commenced against them individually or together in relation to any reconstruction or adjustment of debts under any law, regulation or procedure;
- (ix) have breached the terms of any court order or judgment or have entered into or propose to enter into any voluntary arrangement with their respective creditors;
- (g) the Borrower or the Chargor is ordered to serve a custodial sentence or dies or become of unsound mind;
- (h) an order for compulsory acquisition or requisition of the Land or any part of the Land is made;
- (i) the Land is damaged to the extent that it is, in the Bank's opinion, not tenable;
- (j) the Bank receives a notice of termination or revocation of any guarantee in respect of the Borrower's obligations to the Bank;
- (k) if this Charge or any of the other Security Documents cannot be perfected or registered or is invalid for any reason;
- (l) the Borrower commits a breach of the Facility Agreement;
- (m) the Chargor ceases or threatens to cease carrying on business;
- (n) the Borrower and/or Chargor has furnished untrue or misleading financial statements and/or other data required by the Bank; and
- (o) an event or series of events occurs (whether within or outside of Malaysia and whether of a national or international nature) including but not limited to any act of violence, terrorism, hostility, war, emergency, rebellion, revolution, insurrection, usurpation, endemic or epidemic or other calamity which in the Bank's opinion:
 - (i) could or might affect the Borrower's and/or the Chargor's ability or willingness to fully comply with all or any of the Borrower's and/or the Chargor's obligations under any of the Security Documents or make it improbable that the Borrower and/or the Chargor would be able to do so; or
 - (ii) would render it inadvisable or impractical for the Bank to make or continue to make the Facility available or allow any use of the Facility; or
 - (iii) could or might jeopardise the Facility or any of the Bank's security or the Bank's security position.

12.2 If any Event of Default happens, the whole of the Secured Liabilities will become immediately due and payable on demand and the Bank will cease to be under any further obligations to the Borrower and/or Chargor.

12.3 It is expressly agreed that the Chargor's failure to repay the Facility upon a demand by the Bank pursuant to Clause 2.1(a) will amount to an Event of Default.

12.4 If the Chargor breaches any term or condition of this Charge and such breach continues for a period not less than 1 month (or other shorter period allowed by law), the Bank may give notice to the Chargor to remedy

the breach. The service of such notice by the Bank will be effected in the same manner as a notice of demand for payment as stipulated in this Charge.

13 ENFORCEMENT

13.1 If an Event of Default happens, the Bank is entitled to exercise its rights under this Charge or any of the Security Documents or at law, which include but are not limited to:

- (a) the right to enter and take possession of the Land or any part of the Land;
- (b) the right to let or lease the Land or any part of the Land for a term of years and rental as considered appropriate under the circumstances;
- (c) the right to sell the Land by public auction or by private treaty, and the right to bid at such public auction;
- (d) the right to sue and institute a civil suit for the recovery of the Secured Liabilities before foreclosing on the Land or concurrently with any other rights and remedies of the Bank;

AND the Chargor expressly agrees and undertakes to do and execute all acts, deeds and instruments as required by the Bank for such purposes.

13.2 All monies received by the Bank from any proceedings taken under this Charge will be applied by the Bank as follows:

- FIRSTLY any rents, taxes, assessments, fees, lawful outgoings and other fees due and payable to the relevant authorities in respect of the Land charged to the Bank as security for the Facility;
- SECONDLY any fees, costs, charges, expenses and liabilities incurred by the Bank in the enforcement of this Charge (including but not limited to Court costs and solicitors' fees, costs, charges and expenses);
- THIRDLY interest then accrued and remaining unpaid in respect of the Facility;
- FOURTHLY principal sum due and remaining unpaid under the Facility;
- FIFTHLY any other outstanding sums due and remaining unpaid under any or all of the Security Documents;
- SIXTHLY any other moneys due and remaining unpaid; and
- SEVENTHLY surplus to the Chargor as the person entitled to such surplus.

PROVIDED ALWAYS THAT if the Bank is of the opinion that the security is not sufficient to settle the Secured Liabilities, payments may be applied by the Bank to account for principal before interest. If the Bank does this, this will not prejudice the Bank's right to receive the full amount it would be entitled to if the original order of payment had been observed.

- 13.3 If the amount received by the Bank after deductions in accordance with the payment order above are insufficient to fully settle the Secured Liabilities, the Chargor is still liable for the deficient amount, on which Interest will continue to be charged.

14 BANK'S LIABILITY

The Bank is under no obligation to take any steps or institute proceedings for the recovery of any debts and monies due under this Charge. The Bank will not be liable to the Chargor for any costs, charges, losses, damages, liabilities or expenses due to (i) any realisation of the Land or (ii) any act, default, omission or misconduct of the Bank, its officers, employees or agents in relation to the Land or in connection with this Charge or the Facility Agreement.

15 PROTECTION OF THIRD PARTIES

Any purchaser or any other person dealing with the Bank or purchasing the Land at a public auction will not be obliged to make enquiry as to:

- (i) whether the Secured Liabilities have become payable;
- (ii) whether any power which the Bank is purporting to exercise has become exercisable;
- (iii) whether any money is due under this Charge;
- (iv) how any money paid, raised or borrowed will be applied by the Bank; or
- (v) the propriety or regularity of any sale by or other dealings with the Bank or the court.

16 POWER OF ATTORNEY

- 16.1 The Chargor, for valuable consideration and by way of security, irrevocably appoints the Bank, the Bank's manager and/or the officers of the Bank, to be the Chargor's attorney ("**Attorney**") to do, execute, seal and deliver or perfect any deed, assurance, agreement, contract, instrument or act in the Chargor's name and on the Chargor's behalf. This includes but is not limited to the sale, transfer, exchange or disposal of the Land by public auction or by private treaty, to the extent permitted by law.

- 16.2 The Chargor undertakes at all times to ratify anything lawfully done or caused to be done by the Attorney in relation to the Land.

17 REPRESENTATIONS AND WARRANTIES

- 17.1 The Chargor represents and warrants to the Bank as follows:

- (a) that this Charge constitutes legal, valid and binding obligations on the Chargor and are enforceable in accordance with the terms of this Charge;
- (b) that the execution, delivery and performance of this Charge will not:
 - (i) violate the any laws, regulations, orders or decrees of any government authority, agency or Court;
 - (ii) violate any mortgage, contract, instrument or other undertaking to which the Chargor is a party to;
 - (iii) result in the creation or imposition of any obligation to create or impose any encumbrance on any of the Chargor's other assets;
- (c) that all consents, approvals and authorisation required or recommended for the execution, delivery, performance, legality and enforceability of this Charge have been obtained and are in full force and effect, and that all conditions stated in the consent, approval or authorization have been complied with;
- (d) that the Chargor is not in default of any agreement to which it is a party and no litigation, arbitration or administrative proceedings are currently ongoing or threatened to the extent that it affects the Chargor's solvency or impair its ability to perform its obligations under this Charge;
- (e) that the Chargor has the full and absolute power, right and authority to execute this Charge and there is no person having priority over the Bank in respect of the Land;
- (f) if the Chargor is a corporation:
 - (i) the Chargor is lawfully incorporated;
 - (ii) the shareholders' or other approvals for execution of this Charge have been obtained; and
 - (iii) the Chargor is empowered to execute the Charge under its constitutive documents;
- (g) that all the particulars, declarations and statements furnished and made by the Chargor to the Bank are true, accurate and complete, and do not omit any material facts.

17.2 The Chargor acknowledges that the Bank accepts this Charge on the basis of and in full reliance upon the representations and warranties in this Charge, which are correct in all material respects for as long as this Charge remains in force.

17.3 The Chargor also acknowledge that the truth and correctness of all the representations and warranties form the basis of the Bank's commitment to avail the Facility to the Borrower. If any representation or warranty are incorrect in any material respect, the Bank will have the right to review, suspend, recall or terminate the Facility or any part of the Facility.

18 COSTS AND EXPENSES

18.1 The Chargor must pay to the Bank on demand all costs, fees, disbursements, charges, expenses, taxes and other monies that are in any way connected with or arising out of the Land from time to time (including the

Bank's solicitors' costs (on a full indemnity basis), any out-of-pocket expenses and any service or other taxes on such costs and expenses) which the Bank may charge or incur in connection with including but not limited to: -

- (i) the preparation, negotiation, execution and delivery of this Charge and any related document;
- (ii) the stamping or registration of this Charge;
- (iii) any actual or proposed amendment of or waiver or consent under or in connection with this Charge;
- (iv) any discharge or release of this Charge;
- (v) the presentation or exercise (or attempted presentation or exercise) of any rights under or in connection with, and the protection, realization and/or enforcement (or attempted protection, realization and/or enforcement) of this Charge and any related document;
- (vi) obtaining payment of the Secured Liabilities;
- (vii) the Borrower and the Land under this Charge;
- (viii) dealing with or obtaining advice about any other matter or question arising out of or in connection with this Charge and/or the Facility Agreement;
- (ix) all other monies paid by the Bank in perfecting or otherwise in connection with this Charge or in respect of the Land. This includes but is not limited to all monies expended by the Bank under Clause 11 (*Power to Remedy*).

18.2 Such costs, expenses and other monies:

- (a) will be recoverable from the Chargor as a debt and form part of the Secured Liabilities;
- (b) may be charged to the Facility account or any account of the Chargor; and
- (c) will bear interest accordingly at the prevailing rate as determined by the Bank.

19 LIEN AND SET-OFF

19.1 The Bank shall have a lien on all of the Chargor's assets (movable and immovable) deposited with, or in the possession, custody or control of the Bank or its nominee for as long as the Secured Liabilities remain outstanding and the Facility is made available to the Borrower.

19.2 The Bank may, without prejudice to any other remedies, at any time and from time to time:

- (i) withhold, combine, consolidate or merge the credit balances in any account (whether investment, current, deposit or of other nature and whether in Ringgit or other currency) ("Aggregate Credit Balance") held by the Chargor at any of the Bank's branches. If any credit balance is in a currency other than Ringgit, the Bank may withhold an amount in that currency which is a reasonable estimate of the equivalent in Ringgit based on its spot rate of exchange on that day to facilitate the withholding, combination, consolidation and merger of such credit balances; and

- (ii) give the Chargor at least seven (7) calendar days' written notice and thereafter debit, transfer and/or set-off the Aggregate Credit Balance against the outstanding amounts under the Facility. If any part of the Aggregate Credit Balance is in a currency other than Ringgit, the Bank will convert that credit balance into Ringgit at its spot rate of exchange on that day.

20 SERVICE OF NOTICES AND PROCESS

- 20.1 Any notice required to be given to the Bank (i) must be in writing; (ii) signed by the Chargor; and (iii) will be effective only on receipt by, and evidenced by an acknowledgment of the Bank; or where applicable, are given via channels permitted by the Bank.
- 20.2 Notices, demands and other communications to the Chargor will be via any of the following modes and will be deemed to have been served the Chargor accordingly:
- (i) if delivered personally, at the time of delivery or despatch;
 - (ii) if sent by post, on the seventh (7th) day after posting (which may be by way of insertion into any statement of accounts);
 - (iii) if sent by courier, immediately on the Chargor's acknowledgement on the courier consignment notice; or
 - (iv) if sent by any forms of instantaneous communication (including e-mail, short message service (SMS) or voice recordings), immediately; or
 - (v) if by publication on the Bank's website or at any of the Bank's branches, on the day of publication.
- 20.3 It will be the Chargor's responsibility to ensure that any notices sent via any of the modes stated above are not read or accessed by any third party. The Bank will not be responsible in any manner for any embarrassment caused or for any loss or damage however arising, by the third party reading or accessing such notices.
- 20.4 The Chargor must give actual notice to the Bank of any change in address via channels permitted by the Bank in order for such change of address to be effective and binding on the Bank.
- 20.5 If there is any change to its (i) telephone number(s); (ii) e-mail address(es); and/or (iii) other particulars recorded with the Bank (collectively "**Personal Particulars**"), the Chargor must notify the Bank promptly to ensure that all correspondence and/or communications reach the Chargor in a timely manner.
- 20.6 Any notice that the Bank gives, including any notice of demand for monies lent or advanced by the Bank to the Borrower and/or Chargor may be signed on the Bank's behalf by a director, general manager, manager, assistant manager, officer or by any solicitor of a firm of solicitors acting on the Bank's behalf. If the notice is computer-generated, it need not be signed.

21 TRANSFERS

- 21.1 The Bank may assign or transfer any part of its rights, interests, benefits and obligations under this Charge to any person if such sale, transfer or assignment does not materially and adversely affect the Chargor's rights

under this Charge or the Facility. The Bank will provide at least seven (7) calendar days' prior notice of any such sale, transfer or assignment to the Chargor.

21.2 The Chargor may not assign or transfer any of its obligations under this Charge or enter into any transaction which would result in the obligations being passed to another person.

21.3 The Bank is hereby expressly authorised to disclose any information relating to the Borrower, Chargor and/or the Facility to any person or entity to whom the Bank is proposing to transfer or assign or has transferred or assigned this Charge.

22 SUSPENSE ACCOUNT AND APPROPRIATION OF PAYMENTS

22.1 Any monies received pursuant to any realization of security created in favour of the Bank or recovery action by the Bank may be placed and retained in a suspense account to facilitate a discharge of any obligation due by the Borrower and/or Chargor in relation to the Land. If there is a shortfall from proceeds of the foreclosure or recovery action and there are proceedings in or comparable to bankruptcy, liquidation, composition or arrangement, the Bank may prove for and agree to accept any dividend or composition in respect of such shortfall.

23 GOVERNMENT ACQUISITION

23.1 (a) Without prejudice to Clause 12.1(h), the Chargor shall immediately inform the Bank on receipt of any notice of compulsory acquisition on the Land by the government. The Chargor shall forward a copy of such notice to the Bank.

(b) The Bank is entitled to engage advisers and agents (including solicitors and valuers) at the Chargor's expense to appear, attend or advise at or on the enquiry, hearing or proceedings relating to the compulsory acquisition of the Land.

(c) All monies received as compensation from the compulsory acquisition of the Land shall first be applied in or towards the discharge of the Secured Liabilities under this Charge. If the Chargor receive the compensation monies, they shall hold such compensation monies received in trust for the Bank.

23.2 If the monies received as compensation from the compulsory acquisition of the Land is insufficient to fully settle the Secured Liabilities (the "**Deficient Amount**"), the Chargor shall be liable for the Deficient Amount. The Chargor shall immediately make pay the Deficient Amount to the Bank and if such payment is not made, interest will continue to be charged on the Deficient Amount in accordance with the Facility Agreement or Letter of Offer.

24 TIME OF THE ESSENCE

Time shall be of the essence of this Charge.

25 LIENS AND OTHER SECURITIES NOT AFFECTED

Nothing contained in this Charge will prejudice or affect any lien to which the Bank is entitled or any other security which the Bank may hold on account of the monies secured under this Charge. Further, nothing

contained in this Charge will operate to merge, prejudice or affect (i) any bill, note, guarantee, mortgage or other security which the Bank may for the time being have for the Secured Liabilities or any monies that this Charge intends to secure or (ii) any other right or remedy of the Bank under such bill, note, guarantee or other form of security.

26 SUCCESSORS BOUND

This Charge will be binding upon (i) the heirs, personal representatives, permitted assigns and successors-in-title of the Borrower and/or Chargor, and (ii) the Bank's successors-in-title and assigns.

27 WAIVER

27.1 Any delay or omission by the Bank in exercising any right or remedy under this Charge will not (i) impair such right or remedy or (ii) operate as, or be taken as a waiver of that right or remedy. Further, the Bank's single, partial or defective exercise of any right or remedy under this Charge does not mean the Bank cannot exercise that right or remedy or any other right or remedy.

27.2 Any waiver, consent or approval of any of the terms of this Charge will only be effective if given in writing by the Bank. The waiver, consent or approval will only be for the purpose and upon the terms and conditions (if any) stated by the Bank.

28 RIGHTS AND REMEDIES CUMULATIVE

The Bank's rights and remedies under this Charge are cumulative and may be exercised with any rights and remedies provided by law.

29 SEVERABILITY

Any provision of this Charge that is or becomes invalid, void, illegal or unenforceable shall only be ineffective to the extent necessary and shall not affect or impair the validity, legality and/or enforceability of the remaining provisions of this Charge. The Chargor agrees, that upon any request made by the Bank, to a substitution of any such invalid, void, illegal or unenforceable provision with a valid provision which has as far as possible the same effect.

30 CERTIFICATE CONCLUSIVE

Any certificate or statement of account as to the amount due to the Bank which is signed by an officer of the Bank or contained in a document produced by a computer in the ordinary course of its use, shall (in the absence of fraud or obvious error), be conclusive evidence that such amount is in fact due and payable.

31 AMALGAMATION AND RECONSTRUCTION

The security, liabilities and obligations created by this Charge shall continue to be valid, binding and enforceable for all purposes even if there is a change by amalgamation, reconstruction or otherwise to the constitution of the Bank and/or the Borrower and/or Chargor. Any change affecting the Bank, the Borrower and/or Chargor shall not affect the security, liabilities and obligations created under this Charge.

32 MODIFICATION AND INDULGENCE

The Bank may, without affecting this Charge:

- (a) grant to the Borrower and/or Chargor any time or indulgence;
- (b) renew any bills, notes or other negotiable securities;
- (c) deal with, exchange, release, modify or abstain from perfecting or enforcing any securities or other guarantees or rights that the Bank may have from or against the Chargor or any other person;
- (d) compound with the Borrower and/or Chargor or guarantor (if any) or any other person;
- (e) vary the terms and conditions of the Facility and/or this Charge with at least twenty-one (21) days' prior notice for operational expediency and/or to comply with all rules, orders, guidelines and regulations of Bank Negara Malaysia whether such rules, rules, orders, guidelines and regulations are issued before or after the creation of this Charge and/or for any other reason.

33 DISCLOSURE

- (a) The Chargor expressly agrees, consents to and authorises the Bank to disclose any information relating to the Facility and the Chargor's affairs or accounts to:
 - (i) the Bank's agents, service providers, auditors, valuers, legal counsel, other professional advisors, any contractor appointed to carry out construction or renovation of the Land, any vendor, proprietor or developer of the Land and their respective successors-in-title and assigns, any party appointed by Court, and any party in an agreement which relates to the Land, whether in or outside Malaysia;
 - (ii) the credit bureau established by Bank Negara Malaysia and other relevant authorities to whom the Bank is required to make disclosures or have jurisdiction over the Bank;
 - (iii) any financial institutions with which the Chargor has or proposes to have dealings;
 - (iv) any insurer on the Bank's panel or an insurer acceptable by the Bank with whom the Bank may choose to take up insurance in relation to the Facility or the Land;
 - (v) entities within the corporate group of CIMB Group Holdings Berhad, the Bank's ultimate holding company ("**Group Companies**") whether such Group Companies are residing, carrying on business, incorporated or constituted within or outside Malaysia;
 - (vi) the Borrower or any other Security Party;

for facilitating the business, operations, provision of the Facility and related services, performance of the contract and services of or provided by the Bank and/or the Group Companies as well as to:

- (vii) any tribunal, courts, governmental agencies or bodies or other relevant authorities to whom the Bank is required to make disclosures or have jurisdiction over the Bank whether in or outside Malaysia in order to comply with any order, demand, request or reporting requirement or for the purposes of

litigation or potential litigation involving the Bank as and when required or requested to do so from time to time and at any time;

- (viii) any company and/or organisation that assists or facilitates the processing and/or fulfillment of transactions or instructions that the Chargor has requested and/or given to the Bank; and
- (ix) any potential transferee or assignee with whom the Bank is negotiating the transfer, assignment and novation of the rights or obligations under or by reference to this Facility, Charge and/or Security Documents; and
- (x) such third parties and for the purpose(s) as identified in the CIMB Group Privacy Notice under the heading of 'Disclosure of Your Personal Information' and 'How We Use Your Personal Information' respectively.

The Chargor agrees that the consent given above cannot be withdrawn where such disclosure of the Chargor's information is necessary for the provision of the Facility and/or related services or the performance of the contract with the Borrower and/or the Chargor to comply with contractual requirements or to comply with any legal requirements.

- (b) Disclosure to Group Companies (within Malaysia) may also be for cross-selling of the Bank and/or the Group Companies provided always that disclosure for cross selling purposes shall not be effected if such disclosure is objected by the Chargor.
- (c) The Bank may also disclose the Chargor's information such as name and contact details (excluding the Chargor's affairs or account) to third party business partners and strategic alliance partners for cross selling, marketing and promotional purposes if the Chargor's consent has been obtained.
- (d) However, the Chargor may at any time revoke or withdraw the above mentioned consent to disclosure of information by the Bank to Group Companies (within Malaysia) and to third party business partners and strategic alliance partners for cross selling, marketing and promotional purposes by contacting the Bank at Customer Resolution Unit (CRU), P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan, Tel No: +603 6204 7788.

34 CLAIM OF SET OFF BY BORROWER AND/OR CHARGOR

The Borrower and/or Chargor shall not claim any set-off or counterclaim against the Bank.

35 AUCTION BY BANK

AUCTION

If the Land is foreclosed and put up for sale by way of auction:

- (i) the Chargor must deliver vacant possession to the Bank or such other person as directed by the Bank; and
- (ii) the Bank is permitted to bid at the auction and if successful, to set-off the purchase price to be paid at such auction against the Secured Liabilities.

36 CHARGE IN ADDITION AND NOT IN SUBSTITUTION

This Charge is in addition to and not in substitution of any other rights or securities which the Bank may hold from any guarantee or other instruments given by the Borrower, the Chargor, any guarantor or other person.

37 NO AGENCY RELATIONSHIP

Nothing in this Charge will be construed as creating an agency relationship between the Bank and any solicitors, valuers or professional advisers appointed by the Bank for the purpose of this Charge.

38 PRINCIPAL AND SUBSIDIARY INSTRUMENTS

It is hereby agreed and declared that this Charge, and the other Security Documents are instruments in one transaction to secure the Secured Liabilities. For the purpose of Section 4(3) of the Stamp Act 1949, the Facility Agreement is deemed to be the primary or principal instrument whilst this Charge and the other Security Documents are deemed to be auxiliary or secondary instruments.

39 FACILITY AGREEMENT AND LETTER OF OFFER INCORPORATED INTO THIS CHARGE

All provisions of the Facility Agreement and Letter of Offer will be deemed to be incorporated into and form part of this document (whether such provisions are repeated in this Charge or not). If there is any conflict or discrepancy between this Charge and the Facility Agreement and/or the Letter of Offer, the Facility Agreement and/or Letter of Offer will prevail.

40 LAW AND JURISDICTION

This Charge shall be governed by the laws of Malaysia. Parties to this Charge agree to submit to the exclusive jurisdiction of the Malaysian Courts.

41 PRIVACY CLAUSE

41.1 The Borrower and/or Chargor confirm that they have respectively read, understood and agreed to be bound by the CIMB Group Privacy Notice (which is available at www.cimb.com.my) and the clauses herein, as may relate to the processing of their personal information. For the avoidance of doubt, both the Borrower and/or Chargor agree that the said Privacy Notice shall be deemed to be incorporated by reference into this Charge.

41.2 In the event that the Chargor provide personal and financial information relating to third parties, including information relating to their next-of-kin and dependents (where they are individuals) for the purpose of opening or operating their accounts or facilities with the Bank or otherwise subscribing to the Bank's products and services, both the Borrower and/or Chargor (a) confirm that they have obtained the third parties' consent or are otherwise entitled to provide the information to the Bank and for the Bank to use it in accordance with this Charge; (b) agree to ensure that the personal and financial information of such third parties are accurate; (c) agree to update the Bank in writing in the event of any material change to such personal and financial information; and (d) agree that the Bank may terminate the Facility should such consent be withdrawn by any of such third parties.

- 41.3 Where the Borrower and/or Chargor instruct the Bank to effect any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including information relating to those involved in the said transaction) may be received from or sent abroad, where it could be accessible (whether directly or indirectly) by overseas regulators and authorities (e.g. the prevention of crime). In instructing the Bank and/or the Bank's agents to enter into any such cross-border transaction, the Chargor agrees to such disclosures, on their behalf as well as the others involved in the said cross-border transaction.
- 41.4 The Bank may, at any time and from time to time now and/or in the future, carry out the necessary reference checks including but not limited to credit reporting/reference checks with credit reporting/reference agencies (including but not limited to the CTOS, Financial Information Service Sdn Bhd.) and/or any other agencies and/or from any financial institutions to enable the Bank to ascertain the Borrower's and/or the Chargor's status as the Bank may require to make any decisions, for example when the Bank needs to (a) check details in applications for credit and credit-related services or other facilities; (b) manage credit and credit-related accounts or facilities, including conducting reviews of the Chargor's portfolios; and/or (c) recover debts. The Borrower and/or Chargor (as applicable) will be linked by credit reporting/reference agencies to any other names they use or have used, and any joint and several applicants. The Chargor agrees that the Bank may also share information about them and how they manage their accounts and facilities with relevant credit reporting/reference agencies, and for any of these credit reporting agencies to disclose the Chargor's credit information to its subscribers for purposes of fraud detection and fraud prevention.
- 41.5 Even after the Chargor has provided the Bank with any information, the Chargor will have the option to withdraw the consent given earlier, except where such disclosure of the Chargor's information is necessary for the provision of the Facility and/or related services or the performance of the contract with the Borrower and/or the Chargor to comply with contractual requirements or to comply with any legal requirements.
- 41.6 The Bank reserves the right to amend this clause from time to time at its sole discretion and shall provide not less than twenty-one (21) days' prior written notice to the Chargor and place any such amendments on the Bank's websites and/or by placing notices at the banking halls or at prominent locations within the Bank's branches.
- 41.7 For the purposes of this clause, the CIMB Group consists of CIMB Group Holdings Berhad and all its "related companies" as defined in Section 7 of the Companies Act 2016, and jointly controlled companies that provide financial and other regulated services, excluding companies, branches, offices and other forms of presence operating outside Malaysia, and the use of the words "the Bank" and "the Bank's" are to be read as references to the CIMB Group.
- 41.8 This clause will be without prejudice to any other clause in this Charge which provides for the disclosure of information.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

SIGNED BY the chargor and the Attorney of the Bank.

Signed by the parties below respectively.

SIGNED by the
CHARGOR
in the presence of: -

.....

}
|
}

Witness

SIGNED by
as Attorney of the BANK
in the presence of: -

.....

Witness

}
|
}

AUTHENTICATION CLAUSE

[Solicitors to insert the Authentication Clause (under the Powers of Attorney Act 1949) for the Power of Attorney under Clause 16].

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

I, _____, being the Borrower named in this Charge, hereby acknowledge the terms of this Charge and covenant to procure the Chargor's compliance with such terms.

SIGNED by the
BORROWER
in the presence of: -



.....
Witness

SCHEDULE

(which is to be taken, read and construed as an essential part of this Charge)

SECTION	MATTER	PARTICULARS
1.	Name, Description and Address of the Chargor	
2.	Description of the Land	
3.	The Date of the Sale and Purchase Agreement and/or Acquisition Agreement	Dated the day of
4.	Name, Description and Address of the Borrower	
5.	Address of the Bank branch	
6.	Date of the Facility Agreement and/or Letter Of Offer	Facility Agreement: - Letter Of Offer: -