

CIMB BANK BERHAD [197201001799 (13491-P)]

AND

STAFF FACILITY AGREEMENT

Date:

PARTIES:

1. The Bank : CIMB Bank Berhad [197201001799 (13491-P)] of Level 13, Menara CIMB, Jalan Stesen Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur.
2. The Borrower : The Party whose name and description is specified in Section 1 of Schedule 1.

WHEREAS

The Bank has, pursuant to the Letter of Offer (defined in Clause 1.1 below) agreed to make or continue to make the Facility to you upon the following terms and conditions.

IT IS HEREBY AGREED AS FOLLOWS: -

1 **INTERPRETATION**

1.1 In this Agreement, the following words have the following meanings: -

AMLA	The Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 including any related ancillary or subsidiary legislation.
Availability Period	The period within which full disbursement of the Facility is to be made as stated in the Letter of Offer or any extended period as the Bank may agree in writing.
Charge	Any legal charge created in favour of the Bank under the applicable Land Code.
CIMB Group	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.
Deed of Assignment	A deed of assignment in form and content acceptable to the Bank to be executed by you and/or the Security Party, assigning all rights, title, interests and/or benefits in and to the Property under the Sale and Purchase Agreement to us.

Default Interest Rate	The default rate of interest as specified by the Bank in any notification issued from time to time to you.
Event of Default	Any event or circumstances specified as such in the Letter of Offer and Clause 8.
FSA	The Financial Services Act 2013 or any amended or successor legislation including any related ancillary or subsidiary legislation.
Facility	The facility made available under the Letter of Offer and this Agreement as described in Clause 2 (Amount, Purpose and Tenure of the Facility) below.
Facility Account	Any accounts maintained with the Bank in connection with the Facility, which reflect the Indebtedness.
Final Repayment Date	The date on which all of the outstanding Indebtedness is required to be fully and finally paid under the terms of this Agreement.
Indebtedness	All present and future moneys, debts and liabilities due, owing or incurred by you and/or any Security Party to the Bank under any Letter of Offer, this Agreement or any Security Documents (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise).
Insolvency Act	The Insolvency Act, 1967 as originally enacted and as may be amended from time to time including any related ancillary or subsidiary legislation made thereunder.
Land Code	(i) The National Land Code (Revised – 2020), (ii) the Sabah Land Ordinance (Cap 68) or (iii) the Sarawak Land Code (Cap. 81) or any amended or successor legislation, including any related ancillary or subsidiary legislation made under such statutes.
Laws and Guidelines	Any prevailing laws including but not limited to (i) the FSA; (ii) the AMLA and (iii) any regulatory requirements stipulated in any directives or guidelines issued by Bank Negara Malaysia from time to time and/or any other person or body having authority or jurisdiction over the Bank.
Letter of Offer	The letter of offer attached to Schedule 2 below and any subsequent and/or supplemental letters of offer issued by

the Bank to you.

Monthly Instalment	The monthly instalment amount described in the Letter of Offer to be paid in respect of the Facility each month or such other amount as the Bank may stipulate in writing from time to time.
OFAC	The Office of Foreign Assets Control of the Department of the Treasury of the United States of America.
Prevailing Interest Rate	The prevailing interest rate that is applicable to the Facility as stated in the Letter of Offer or such other interest rate as the Bank may stipulate from time to time.
Property	the property to be provided as security for the Indebtedness which is described in Section 2 of Schedule 1 below.
Repayment Date	in relation to any Monthly Instalment payable in respect of a particular month, the first (1st) day of the month) or such other date as the Bank may in its discretion notify you from time to time.
Restricted Party	a person that is (i) listed on, owned or controlled by a person listed on or acting on behalf of a person listed on, any Sanctions List, (ii) located in, incorporated under the laws of, or owned or (directly or indirectly) controlled by, or acting on behalf of, a person located in or organised under the laws of, a country or territory that is the target of country-wide or territory-wide Sanctions or (iii) otherwise a target of Sanctions (i.e. a person with whom a US person (as defined by OFAC) or other national of a Sanctions Authority is prohibited or restricted by law from engaging in trade, business or other activities).
Sale and Purchase Agreement	The sale and purchase agreement and/or the construction/building/development agreement or any other form of acquisition agreement including a proclamation of sale relating to the purchase and acquisition of all rights, title, benefits and interest in and to the Property.
Sanctions	The economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by any Sanctions Authorities.
Sanctions Authorities	(i) the Government of the United States of America, (ii) the United Nations, (iii) the European Union, (iv) the United Kingdom, (v) the Government of Malaysia, or (vi) the respective governmental institutions and agencies of any of such countries including but not limited to the United Nations Security Council, OFAC, the United States Department of

State, Bank Negara Malaysia and His Majesty's Treasury.

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| Sanctions List | (i) the "Specially Designated Nationals and Blocked Persons" list maintained by OFAC, (ii) the "Consolidated List of Financial Sanctions Targets" and the "Investment Ban List", each, maintained by His Majesty's Treasury, (iii) any list similar to items (i) and (ii) maintained by any of the Sanctions Authorities or (iv) public announcement of Sanctions designation made by any of the Sanctions Authorities. |
| Security Documents | each security document specified in the Letter of Offer and any other documents entered into by a Security Party creating or expressed to create any Security Interest over any assets as security for the Indebtedness. |
| Security Interest | a charge, assignment, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect. |
| Security Party | the parties specified in Section 3 of Schedule 1 below and any other person providing any security (including but not limited to any guarantee or indemnity) for payment or repayment of the Indebtedness and any party (other than the Bank) to the Security Documents. |
| Tenure | The period stated in the Letter of Offer or such other period as the Bank may stipulate in writing from time to time. |
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- 1.2 Reference to the masculine gender includes the feminine and neuter genders and vice versa and references to the singular number include the plural and vice versa.
- 1.3 Where two or more persons are included in any expression used in this Agreement, such expression will mean all such persons, or each or any of them. All covenants, terms, stipulations, undertakings, certificate, statement, notice, demand or other communications expressed to be made by or on the part of such persons will be considered to be made by and binding upon such persons jointly and severally.
- 1.4 Section headings are inserted for ease of reference only.
- 1.5 References to any document are references to that document as amended, novated, supplemented, extended or restated, and include any document which is in addition to or in substitution to such document.
- 1.6 References to any statute, law, enactment, guidelines, rule or regulation include the statute, law, enactment, guidelines, rules or regulations as re-enacted, amended, extended or issued under the same from time to time. References to "law" include by-laws, common or customary

law 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 should be in accordance with the general practice of persons to whom the directive, regulation, request or requirement is addressed).

1.7 References to any Schedule, Clauses and sub-clauses are references to the Schedules, Clauses and sub-clauses of this Agreement.

1.8 All Schedules to this Agreement will be taken, read and construed as essential part of this Agreement.

2 AMOUNT, PURPOSE AND TENURE OF THE FACILITY

2.1 Amount

The Bank will make available to you the Facility amount as stated in the Letter of Offer subject to the terms and conditions in the Letter of Offer and this Agreement.

2.2 Purpose

You must use all amounts borrowed under the Facility solely for the purpose stated in the Letter of Offer. The Bank is not bound to monitor or verify the usage of any amount borrowed under the Facility.

2.3 Tenure

The Tenure of the Facility is as stated in the Letter of Offer.

3 CONDITIONS PRECEDENT AND DISBURSEMENT

3.1 Conditions Precedent

- (i) You must fulfill each condition precedent set out in the Letter of Offer and Schedule 3, failing which the Bank reserves the right to withdraw and cancel the Facility.
- (ii) Disbursement or utilisation of the Facility will be permitted if all conditions precedent have been fulfilled.
- (iii) The Bank may waive any condition precedent without prejudicing the Bank's right of recovery.

3.2 Disbursement and Use

- (i) For Staff Housing or Renovation Facility - You authorise the Bank to pay any amount in such manner and upon such terms and conditions as the Bank deems fit, to any financial institution, firm of solicitors, developer, vendor, court, builder, contractor, architect or other person responsible for or concerned with the sale or the construction

of the Property and/or any insurer.

- (ii) For Staff Education Facility - You authorise the Bank to pay any amount in such manner and upon such terms and conditions as the Bank deems fit, to the tertiary educational institution specified by yourself and/or any insurer on your behalf.
- (iii) An acknowledgement of receipt of such payment made by the Bank from the recipient will be deemed to have been made or given by you personally.
- (iv) You acknowledge and agree that the Bank is unable to defer or stop disbursement of any amounts under the Facility if the Bank has already given an undertaking to any third parties to disburse the Facility and has received the relevant invoice(s) or redemption statement(s) in accordance with the Sale and Purchase Agreement.
- (v) You authorise the Bank to withhold the disbursement of the Facility if the developer or vendor, builder or contractor fails to honour its obligation under any relevant contract and/or undertaking or if in the Bank's opinion, the developer or vendor or builder, or contractor or the Security Party is or are in breach of any relevant contract relating to the Property.
- (vi) If an Event of Default or potential Event of Default has occurred or is about to occur and has not been remedied after a written notice of seven (7) days has been given, the Bank is not obliged either in law or in equity to make or continue to make any disbursement of the Facility.
- (vii) In consideration of the Bank agreeing to provide customary undertakings in connection with the purpose stated in the Letter of Offer to third parties in such form as the Bank may decide (including but not limited to any financial institution, developer or vendor or their respective solicitors), you undertake to indemnify the Bank for all costs, expenses, claims and demand made on the Bank in connection with or arising from the issuance or performance of such undertakings.
- (viii) You undertake that you will not and will ensure that the Security Party will not, permit any other person to directly or indirectly utilise any part of the Facility to fund any trade, business or activities which: (a) involve or is for the benefit of any Restricted Party, or (b) would reasonably be expected to result in you or the Security Party being in breach of any Sanctions (if to the extent applicable to either of them) or becoming a Restricted Party.

4 INTEREST

4.1 Prevailing Interest Rate

- (i) Interest will be charged at the Prevailing Interest Rate on the total outstanding amount under the Facility on a daily balance basis.
- (ii) You must pay the interest charged to your Facility Account by the first day of the subsequent calendar month, failing which: -

- (a) the unpaid interest charged to the Facility Account will be charged default interest at the Default Interest Rate; and
- (b) the Bank reserves the right to withhold further disbursements without being liable for any consequential loss.
- (iii) Interest will be calculated and charged to the Facility Account on the last day of each calendar month or on such other date that the Bank deems operationally expedient, regardless whether the day falls on a weekend, public holiday or banking holiday.

4.2 Recalculation Upon Variation of Interest Rate

If the interest rate for the Facility is varied on a day that is not the last day of the month, then interest will be charged and calculated as follows: -

- (i) the applicable interest rate before the variation will continue to apply until the day before the variation; and
- (ii) the varied interest rate will be applied on the outstanding amount under the Facility from the day of the variation up until the last day of the month.

4.3 Interest for Part of the Month

Where interest needs to be calculated on a number of days, which is less than one month, then interest shall be calculated on the actual number of days found in that particular month.

4.4 Capitalisation of Interest

At the end of every month, all overdue interest will be added to the outstanding balance of the Facility less any late payment charges. Interest at the Prevailing Interest Rate will be charged on such overdue interest even if the financier-borrower relationship has ceased. Such overdue interest will form part of the Indebtedness and be payable accordingly, whether before or after court judgment or a demand for payment has been issued by the Bank to you.

4.5 Default Interest Rate

- (i) The Bank will charge you default interest at the Default Interest Rate in the event of a default in payment after conversion of your Facility to a commercial rate Facility. The Bank will issue a written notice to you notifying you of such Default Interest Rate.
- (ii) The Bank may vary the Default Interest Rate on the Facility by giving 21 days' prior written notice to you. Such Default Interest Rate will be charged from the date default interest becomes due until the day of actual payment.
- (iii) A computer-generated statement issued in respect of the rate and/or amount of default interest payable will, except in the case of fraud or manifest error, be conclusive evidence of the rate and/or amount of default interest payable by you.

4.6 Variation of Interest Rate and Other Charges

- (i) The Bank may vary the Prevailing Interest Rate, Default Interest Rate and/or other bank charges by written notice to you.
- (ii) If there is a variation to the Prevailing Interest Rate and/or Default Interest Rate, the Bank may either vary the amount of your Monthly Instalment or the number of Monthly Instalments or both. If you specifically request to maintain your existing Monthly Instalment amount, the Bank may at its discretion allow you to do so. If your existing Monthly Instalment amount does not change for any reason whatsoever, this will result in either:
 - (a) a bullet repayment at the end of the tenure of the Facility; or
 - (b) an extension of the tenure of the Facility, and may also include new terms and additional costs of borrowing as will be disclosed by the Bank to you in writing.

4.7 Section 8(2A) of the Insolvency Act

You agree to pay the Prevailing Interest Rate and/or Default Interest Rate in the event that the Bank does not realise its Security Interest within twelve (12) months from the date of the bankruptcy order against the Security Party.

5 **REPAYMENT**

5.1 Repayment

- (i) You must repay the Facility by way of Monthly Instalments in the number and amount as stated in the Letter of Offer (or as notified by the Bank to you) on or before the Repayment Date every month.
- (ii) The Bank may vary the Monthly Instalments due to a change in (i) the Prevailing Interest Rate; or (ii) any reference rate applicable to the Facility; or (iii) any other interest rate specified by the Bank, to ensure that the Indebtedness is repaid in full by the final Repayment Date. The Bank will give you prior written notice if the Monthly Instalment changes.
- (iii) The Bank may extend the Tenure of the Facility on such terms and conditions as will be disclosed by the Bank to you in writing.
- (iv) Notwithstanding any of the above, full payment of the Facility must be made on demand by the Bank.

5.2 Prepayment

- (i) You may make prepayment of any amount ("**Partial Amount**") at any time and from time to time via designated channels allowed by the Bank, by giving advance written notice to the Bank.

- (ii) The Partial Amount will be credited directly into your Facility account to pay: (i) firstly, any arrears, Monthly Instalment(s) due and other outstanding charges under the Facility and (ii) secondly, the principal amount of the Facility. A reduction in the principal amount will result in savings for you because less interest will be charged under the Facility.
- (iii) Even if you have made payment of any Partial Amount, you must continue paying the Monthly Instalments. The Monthly Instalment amount will not be reduced unless the Bank agrees to reduce the Monthly Instalment amount in writing. The number of Monthly Instalments remaining until the Facility is fully settled may decrease if there is no change to the Prevailing Interest Rate.
- (iv) In your notice of prepayment to the Bank, you must inform the Bank of your intention to reduce the principal amount. If you do not do so, any payment made will be treated as an advance payment which will then be used to pay future Monthly Instalments as and when they fall due.

5.3 Bank or Other Fees and Charges

If your Facility is converted to a commercial rate facility, the Bank may charge bank or other fees and charges that commensurate with such commercial rate facility, and such fees and charges will be debited to the Facility Account.

6 PAYMENTS

- 6.1 You must make all payments (except prepayments) under this Agreement on or before the Repayment Date.
- 6.2 Subject to the terms of the Letter of Offer, all payments made will be credited directly into your Facility Account towards:
 - (i) firstly, settlement of any arrears, interest, Monthly Instalments due and other outstanding charges; and
 - (ii) secondly, successive Monthly Instalments as they become due and payable.
- 6.3 All payments must be made in Ringgit Malaysia and in immediately available funds.
- 6.4 All payments shall be made without set-off, counter claim and any deduction or withholding. If there is any deduction or withholding, you must immediately pay to the Bank an additional amount so that the net amount received by the Bank will be equal to the full amount the Bank should have received without such deduction or withholding.
- 6.5 Notwithstanding any other provision in this Agreement, you shall be liable for any taxes payable in connection with or arising out of this Agreement or the Facility.
- 6.6 Any monies received pursuant to any realization of security charged/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 you in relation to the Indebtedness. If there is a

shortfall from proceeds of the foreclosure/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.

7 REPRESENTATIONS AND WARRANTIES

7.1 You represent and warrant to the Bank that: -

- (i) you and the Security Party has full power to enter and perform all the respective obligations under this Agreement;
- (ii) your acceptance of the Facility will not constitute an Event of Default or potential Event of Default under any of your agreements with a third party, or contravene any law, regulation or order binding on you;
- (iii) (i) there are no legal proceedings, and/or bankruptcy or insolvency proceedings threatened or pending against yourself and/or the Security Party; (ii) neither you nor the Security Party are undischarged bankrupts, wound up or insolvent; (iii) neither you nor the Security Party has/have violated any court order or judgment; (iv) no voluntary arrangement has been entered into or proposed to be entered into by (I) you with your creditors or (II) the Security Party with its creditors; or (v) no receiver and/or manager has been appointed to take over yours or the Security Party's assets and/or business; or (vi) there is no application made or pending by any person for an order for (I) you and/or the Security Party to be placed under judicial management and (II) the appointment of a judicial manager; or (vii) there is no form of arrangement or composition (voluntary or otherwise) entered or proposed to be entered into by you with your creditors and/or the Security Party with its creditors;
- (iv) all the particulars, declarations and statements furnished or made by you and/ or Security Party to the Bank are true, accurate and complete;
- (v) you and/or the Security Party have not breached any Laws and Guidelines;
- (vi) the Security Party is/are/will be the beneficial owner(s) of the Property;
- (vii) the Property is/will not be encumbered except in favour of the Bank;
- (viii) neither you nor the Security Party:
 - (i) are a Restricted Party; and
 - (ii) has/have received notice of or is/are aware of any claim, action, suit, proceeding or investigation against it, or yourself by any Sanctions Authorities in connection with any Sanctions; and
- (ix) (i) all the necessary consents, approvals, licenses and authorisations (as applicable) have been obtained, registrations filed and payments of duty or tax (including stamp

duty) made to or with the appropriate authorities to ensure the legality, validity and enforceability of the Security Documents and (ii) the same are in full force and effect.

7.2 Each of the above representations and warranties will constitute continuing representations and warranties throughout the term of this Agreement.

8. **BORROWER'S COVENANTS**

You expressly covenant with the Bank that at all times during the term of this Agreement, you will, and will procure that the Security Party will:

- (i) promptly obtain, maintain, renew from time to time, and deliver to the Bank certified copies of any authorisation, approval, consent, license, exemption, registration, recording, filing or notarisation necessary to ensure the legality, validity, enforceability or priority of the Security Documents, and to comply with the terms and/or conditions of the same;
- (ii) immediately notify the Bank of the occurrence of any Event of Default or potential Event of Default and to provide details of steps being taken or to be taken to remedy or mitigate such Event of Default or potential Event of Default;
- (iii) inform the Bank by written notice of:
 - (1) any dispute between yourself, the Security Party and any government or statutory body in respect of the Property, or any Security Interests granted to the Bank; and/or
 - (2) any other matter which adversely affects or may adversely affect your ability to fulfil your obligations under the Security Documents, your financial position or your ability to repay the Facility;
- (iv) observe, comply with and/or perform all the terms and conditions of the Security Documents;
- (v) notify the Bank promptly if there is a change to your or the Security Party's respective residential status;
- (vi) (1) not carry out any acts which will or could have an adverse effect on:
 - (I) your and/or the Security Party's business, operations, property, condition and their respective prospects (financial or otherwise);
 - (II) your and/or the Security Party's ability to perform any of your and/or the Security Party's respective obligations under the Security Documents;
 - (III) the validity or enforceability of any of the Security Documents;
 - (IV) the rights or remedies of the Bank under the Security Documents; and

- (2) to promptly notify the Bank of any adverse change in your and/or the Security Party's business, operations, property, condition (financial or otherwise) or prospects; and
 - (3) promptly notify the Bank of any litigation or other proceedings threatened or initiated against you and/or the Security Party by or before any court, authority, tribunal or administrative agency, which may adversely affect your and/or the Security Party's (I) business or condition (financial or otherwise) or (II) ability to fulfil your and/or the Security Party's obligations under the Security Documents and the amount of any contingent liability if such amount is ascertainable;
- (vii) execute such further documents or perform further acts necessary to give effect to the terms and conditions of the Security Documents if requested or demanded at any time; and
- (viii) ensure that you and the Security Party (as applicable) have the ability to pay all your or their indebtedness (as applicable) when due and payable.

9. EVENTS OF DEFAULT

9.1 Each of the following events shall be an event of default: -

- (a) your failure to pay any Monthly Interest or Monthly Instalment;
- (b) your failure and/or the Security Party's failure to meet any demand made by the Bank, within the time period stipulated in the demand;
- (c) if you and/or the Security Party suspend or threaten to suspend making payments (whether of principal or interest or any other payments) with respect to all or any class of your debts;
- (d) (i) if any of the parties to the Sale and Purchase Agreement, in each case relating to the Property, commits or threatens to commit a breach of any term in such contract, which entitles any party to the contract to repudiate the same or (ii) if such contract is terminated;
- (e) if you and/or the Security Party breach any Laws and Guidelines;
- (f) if due to the enactment of or change in any applicable law, regulation, regulatory requirement (whether or not having the force of law), or in the interpretation or application of the same, the Bank is of the reasonable opinion that it has or will become unlawful for the Bank to perform, or that the Bank would be prohibited or prevented from performing any of its obligations under the Security Documents;
- (g) if you and/or the Security Party are or become subject to any Sanctions;

- (h) if you do not provide any additional information or supporting documents in respect of yourself and/or the Security Party and/or the use of the Facility or the Property when requested by the Bank;
- (i) if you do not provide any additional collateral when requested by the Bank or the additional Security Documents cannot be perfected or registered (where registration is necessary) or are invalid for any reason;
- (j) if you and/or the Security Party create or allow a Security Interest in any asset offered as security to the Bank to exist without the Bank's prior written consent;
- (k) an order for compulsory acquisition or requisition of the Property is made;
- (l) if you and/or the Security Party and/or any other party applies to Court or any other authority to restrain the Bank or other creditors from enforcing any of their rights or securities contained in any guarantee or Security Document;
- (m) if you and/or the Security Party breach or fail to comply with or perform the terms and conditions of this Agreement or those which govern other facilities granted by the Bank or by a third party to you and/or the Security Party, or breach or fail to comply with or perform any obligation under any of the Security Documents;
- (n) if the Security Interest granted by you and/or the Security Party in favour of the Bank is in jeopardy or not capable of being perfected;
- (o) if (i) any legal proceedings, suits or actions are commenced or threatened against you and/or the Security Party and (ii) the Bank is of the view that this will adversely affect your or the Security Party's ability to observe or perform your respective obligations under the Security Documents;
- (p) if either or each of you and the Security Party:
 - (i) is or becomes bankrupt, wound-up, insolvent or commits any act of bankruptcy;
 - (ii) suspends payment of debts;
 - (iii) admits that it is, or is deemed to be unable to pay any debts as they fall due;
 - (iv) suffer execution to be levied against it;
 - (v) proposes to, or enters into any composition or other arrangement (voluntary or otherwise);
 - (vi) is/are placed under judicial management or has an application made for an order of judicial management against it;

- (vii) has a receiver and/or manager, administrator or similar officer appointed to take over any material part of its assets and/or business (as applicable);
- (viii) has proceedings commenced against it in relation to any reconstruction or adjustment of debts under any law, regulation or procedure; or
- (ix) has breached the terms of any court order or judgment;
- (q) if you and/or the Security Party are subject to or implicated in any investigation or disciplinary action by any regulatory or statutory or other body (whether or not having the force of law);
- (r) if the Property or any part of it is not utilised for its intended purpose;
- (s) if you permit or authorise any other person to, directly or indirectly, use, lend, make payments of, contribute or otherwise make available, any part of the Facility and/or any other facilities granted to you to fund any trade, business or other activities: (i) involving or for the benefit of any Restricted Party, or (ii) in any other manner that would reasonably be expected to result in you or the Security Party (I) being in breach of any Sanctions (to the extent applicable to either of you) or (II) becoming a Restricted Party;
- (t) if you and/or the Security Party fail to satisfy any judgment made against you and/or the Security Party by any court of competent jurisdiction and (i) no appeal against such judgment has been made to any appropriate appellate court within the time prescribed by law or (ii) such appeal has been dismissed or (iii) in the case of a judgment obtained in default, no application has been made to set such judgment aside within one (1) month of you and/or the Security Party becoming aware of the judgment;
- (u) if any part of the Property (including any structure on the same) is damaged or destroyed and the insurance over the Property proves to be invalid, unenforceable or otherwise not in full force;
- (v) if the validity of any of the Security Documents is challenged by any person;
- (w) (i) if any of your and/or the Security Party's property, assets, rights, undertakings and/or income is condemned, seized or otherwise appropriated, compulsorily acquired or nationalised, or (ii) custody and/or control of such property and/or assets is assumed and retained by any person acting or purporting to act under the authority of the government or any governmental or statutory body, or (iii) you and/or the Security Party are prevented from exercising normal managerial control over all or any part of such property and/or assets;
- (x) if you and/or the Security Party (i) enter into or propose to enter into, or (ii) obtains an order of court or any authority granting, a moratorium on the payment of all or any part of your respective indebtedness or other suspension of payments generally;

- (y) if 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 your and/or the Security Party's ability or willingness to fully comply with all or any of your and/or the Security Party's obligations under any of the Security Documents or make it improbable that you and/or the Security Party 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;
 - (z) if the Bank determines that the security provided by you and/or the Security Party is different from that which you agreed would be provided; and
 - (aa) if the Security Party withdraws or attempts to repudiate any security under any Security Document or gives notice to the Bank of discontinuance of its obligations and liabilities under any Security Document as to future transaction.

9.2 Consequences

Upon the occurrence of any Event of Default, the Bank has the right to recall, withdraw and/or suspend the Facility by notice in writing to you. In such an instance, you must immediately pay to the Bank all Indebtedness outstanding under the Facility.

9.3 Remedies Exercised Concurrently

- (i) The Bank shall have the right to exercise its remedies concurrently, including pursuing all remedies of sale or realisation of security and civil suit to recover the Indebtedness.
- (ii) The exercise of the above rights would not subject the Bank to any claim for involuntary loss.
- (iii) If the actual amount ultimately received by the Bank under the terms of this Agreement and/or the Security Documents and/or on a sale of the assets or properties charged and/or assigned to the Bank under the Security Documents, after deduction of all the related costs and expenses, rates, taxes and other outgoings on the assets or properties charged and/or assigned to the Bank under the Security Documents, is less than the amount due to the Bank under the Letter of Offer and this Agreement, you will be liable for the amount of such shortfall regardless whether or not the banker-customer relationship between the Bank and you has ceased or been terminated.

9.4 Proceeds of Sale

All monies received by the Bank from any proceedings or steps taken under any Security Document 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 Property 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 the Security Documents (including but not limited to court costs and solicitors' fees, other 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 you or such persons entitled to such surplus,

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

10. **ADDITIONAL SECURITY**

- 10.1 If the value of the Property diminishes, if the Property is in jeopardy in any way or the value of the Property becomes insufficient to secure the Facility or if there is a change in your credit worthiness and the Bank requests that additional security be provided, you and/or any Security Party (as applicable) must create further security in favour of the Bank, in such form and of such value as may be agreed by all parties.
- 10.2 You must not and must ensure that the Security Party does not create or permit any other form of encumbrance, including but not limited to caveats or prohibitory orders, to be created or existing over the Property (other than in favour of the Bank).

11. **SECURITY INTEREST**

The Security Interest created in favour of the Bank shall be continuing security for the existing Indebtedness and future Indebtedness with the Bank.

12. PRIVACY CLAUSE

- 12.1 You hereby confirm that you have 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 your personal information. For the avoidance of doubt, you agree that the said Privacy Notice will be deemed to be incorporated by reference into this Agreement.
- 12.2 in the event that you provide personal and financial information relating to third parties, including information relating to your next-of-kin and dependents (where you are an individual) for the purpose of opening or operating your accounts or facilities with the Bank or otherwise subscribing to the Bank's products and services, you (a) confirm that you have obtained their consent or are otherwise entitled to provide this information to the Bank and for the Bank to use it in accordance with this Agreement; (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 this Agreement should such consent be withdrawn by any of such third parties.
- 12.3 Where you 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. for the prevention of crime). In instructing the Bank and/or the Bank's agents to enter into any cross-border transaction on your behalf, you agree to such disclosures, both on your own behalf and on behalf of the others involved in the said cross-border transaction.
- 12.4 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 Central Credit Reference Information System and Financial Information Service Sdn. Bhd.) and/or any other agencies and/or from any financial institutions to enable the Bank to ascertain your 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 your portfolios; and/or (c) recover debts. You will be linked by credit reporting/reference agencies to any other names you use or have used, and any joint and several applicants. You agree that the Bank may also share information about you and how you manage your accounts and facilities with relevant credit reporting/reference agencies and for any of these credit reporting/reference agencies to disclose your credit information to its subscribers for purposes of fraud detection and fraud prevention.
- 12.5 Even after you have provided the Bank with any information, you will have the option to withdraw the consent given earlier. In such instances, the Bank will have the right to refuse to provide or to discontinue the provision of any product, service, accounts and/or facilities that is/are linked with such information with at least 3 business days' prior written notice to you.

- 12.6 The Bank reserves the right to amend this clause from time to time at its sole discretion and will provide not less than twenty-one (21) days' prior written notice to you 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.
- 12.7 For the purposes of this Clause, the use of the words "the Bank", and "the Bank's" are to be read as references to the CIMB Group.
- 12.8 You agree that the Bank will not in any event be liable for (A) any claims, losses, damage (financial or otherwise), injuries, embarrassments or liabilities whether arising in contract, tort, strict liability or any other basis, or (B) any indirect, special, incidental, consequential or punitive damages, in connection with:
- (i) any inaccuracy in, or loss, deletion or modification of data or;
 - (ii) the transmission of any information by the Bank to any credit reporting/reference agencies and/or other party, or the access or use of or reliance on, or the inability to access or use or rely on, such information by such credit reporting/reference agencies and/or other party,
- save and except where proven to have been caused directly by the Bank's gross negligence, default or omission.

This clause is without prejudice to any other clause in this Agreement which provides for the disclosure of information.

13. LIABILITY

You agree that subject to sub-clauses (ii) and (iii) below,

- (i) you retain the right to claim for damages and/or all other remedies available in law for direct losses arising from any act or omission of the Bank;
- (ii) the Bank will not be liable for any indirect, incidental, consequential and/or secondary loss or damage, including but not limited to any loss of profit or income or savings, expectation loss, reliance loss, pure economic loss or similar loss or damage that you may suffer by reason of any act or omission of the Bank, even if the Bank had been advised of the possibility of such loss or damages in advance;
- (iii) the Bank will not be liable for any exemplary or punitive damages; and
- (iv) all such losses and damages stated in sub-clauses (ii) and (iii) above are expressly disclaimed by the Bank.

14. OTHER CONDITIONS

- 14.1 Letter of Offer

This Agreement and the Letter of Offer will supersede all oral negotiations and prior correspondence in respect of the Facility. If there are any inconsistencies between this Agreement and the Letter of Offer, the Letter of Offer will prevail.

14.2 Variation

Other than variation of interest rates and/or other charges, which are governed by Clause 4.6 above, the Bank may vary or modify any term or condition of this Agreement by giving you at least twenty-one (21) days' notice. Any such variation will take effect on the date stated in such notice.

14.3 Conclusive Evidence

Any statement issued by an officer of the Bank as to the amount owing as communicated to you shall be final and conclusive proof of the Indebtedness except for manifest error or where fraud is proven.

14.4 Lien and Set-Off

- (a) The Bank may, without prejudice to any other remedies it may have, 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 Malaysia or other currency) ("**Aggregate Credit Balance**") held by you or any Security Party 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 you and/or the Security Party 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 and/or the Security Documents. 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.
- (b) If the Property is put up for sale by way of auction, the Bank is entitled to set-off the auction proceeds against the outstanding amounts under the Facility even if the Bank has exercised its rights to bid at the auction.

14.5 Disclosure

You agree and authorize the Bank to disclose any information relating to the Facility, this Security Documents, the Security Interest, and/or your affairs or accounts to:

- (a) the Bank's agents, service providers, auditors, legal counsel, other professional advisors,

any contractor appointed to carry out construction or renovation of the Property, any proprietor or developer of the Property and their respective successors-in-title and assigns, any Security Party, and to any party appointed by Court, or in an agreement which relates to, deals with or forms the basis for the security provided by any Security Party, whether in or outside Malaysia;

- (b) the Credit Bureau established by BNM, and other relevant authorities to whom such the Bank is required to make such disclosure and/or to any authorities having jurisdiction over the Bank;
- (c) to any financial institutions with which you have or propose to have dealings;
- (d) to any insurance company which the Bank may choose to take up insurance in relation to the Property or the Facility;
- (e) to companies 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;
- (f) to any person or entity as required by law or regulation or pursuant to any subpoena or order of court, whether in or outside Malaysia;

for facilitating the business, operations, facilities and services of or provided by the Bank and/or the Group Companies.

Disclosure to Group Companies shall be for facilitating the operations, businesses, cross-selling and other purposes 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 you by contacting the Bank at: CIMB Bank Berhad, Customer Resolution Unit (CRU), P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan, Tel No: +603 6204 7788. -

If the Bank intends to share your information (excluding information relating to your affairs or account) with third parties for strategic alliances, marketing and promotional purposes, the Bank will ensure that your consent has been obtained.

If the Property or any property and/or asset offered to the Bank as security is/are subject to an existing encumbrance in favour of another person, you irrevocably:

- (i) authorise the Bank and its solicitors to find out the outstanding amount that must be paid to discharge or release such encumbrance;
- (ii) authorise the Bank to (a) pay the outstanding amount, (b) obtain a discharge or release of such encumbrance, and (c) receive from the existing encumbrancer the title to the asset or other document evidencing the title to the asset, on your behalf;
- (iii) authorise the existing encumbrancer to:
 - a) disclose the outstanding amount to the Bank; and

- b) communicate with, and send to the Bank to perform the matters referred to in (ii) above;
- (iv) authorise the Bank to disclose to the existing encumbrancer relevant information relating to the Facility;
- (v) undertake to sign and do or cause to be signed and do or perform all authorisations, documents, acts and things as may be necessary.

14.6 Modification and Indulgence

The Bank may, without affecting the Security Interest granted by you and/or the Security Party in relation to this Facility:-

- (a) vary the terms and/or conditions of this Agreement with at least twenty-one (21) days' prior notice to you for operational expediency, or due to a change in any laws and regulations or any other reason; or
- (b) determine the Facility with at least fourteen (14) days' prior written notice to you; or
- (c) grant to the you and/ or the Security Party any indulgence. No failure, delay or omission on the part of the Bank to exercise any right or power under this Agreement upon any default on your part will not (i) impair any such right or power, or (ii) be construed as a waiver or any acquiescence in such default. Further, any action or any acquiescence by the Bank in respect of any default will not affect or impair any of the Bank's rights or powers in respect of any other or subsequent default.

14.7 Stamp Duties, Registration Fees and Other Costs

- (a) You must on demand pay the Bank all costs and expenses (including legal fees, stamp duties, disbursements and any related penalties) the Bank incurs in connection with the preparation, execution, registration or perfection of the Security Documents.

All such amounts are payable by you on a full indemnity basis. Such payment must be made together with interest from the date the costs and expenses are incurred to the date of full payment at the Prevailing Interest Rate and if applicable, the Default Interest Rate (both before and after judgment).

- (b) Legal costs and expenses on a full indemnity basis are payable by you regardless whether the Facility is cancelled or aborted at any time before completion of legal documentation.

14.8 Service of Notice

- (a) Notices and other communications will be sent to you and/or the Security Party via any of the following modes and will be deemed to have been served on you accordingly:

- (i) if sent by post, on the seventh (7th) day after posting;
 - (ii) if delivered personally, at the time of delivery or despatch;
 - (iii) if by courier, immediately on your acknowledgment on the courier consignment note;
 - (iv) if by any form of instantaneous communication (including but not limited to e-mail, short message service (SMS) and voice recording), immediately; or
 - (v) if by publication on the Bank's website or at any of the Bank's branches, on the day of publication.
- (b) It will be your and/or the Security Party'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.
- (c) Notices, demands and other communications to the Bank will be sent to its address stated in this Agreement, or as notified by the Bank to you. Any notice required to be given to the Bank (i) must be in writing; (ii) signed by you; 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.
- (d) Any notice that the Bank gives, including any notice of demand for monies lent or advanced by the Bank to you 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.

14.9 Service of Legal Process

In addition to any mode of service permitted by law, service of any legal process on you and/or the Security Party will be sent in writing to your and/or the Security Party's last known address maintained in the Bank's records and deemed to have been received and served on you and/or the Security Party:

- (i) if delivered personally, at the time of delivery or despatch;
- (ii) if sent by registered or ordinary post, on the seventh (7th) day after posting; and
- (iii) if sent by courier, immediately on your acknowledgement on the courier consignment notice.

14.10 Severability

Any provision of this Agreement that is or becomes invalid, void, illegal or unenforceable will only be ineffective to the extent necessary and will not affect or impair the validity, legality

and/or enforceability of the remaining provisions of this Agreement. You and/or the Security Party agree, upon request 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.

14.11 Time

Time will be of the essence of this Agreement.

14.12 General Indemnity

You will fully indemnify and keep the Bank indemnified against any fee, cost, charge, expense, loss, damage or liability (as to the amount of which the certificate of the Bank will, in the absence of manifest error, be conclusive) which the Bank may incur as a consequence of any Event of Default, or cancellation or termination of the Facility by yourself. This obligation to indemnify the Bank will extend to (i) any interest, fees, costs, charges, expenses or other sums whatsoever paid or payable by the Bank in consequence of or on account of any funds borrowed and/or utilised by the Bank, and (ii) any loss (including loss of profit), premium, penalty, fee, cost, charge or expense which the Bank may incur from liquidating or employing deposits from third parties to provide, maintain or fund the Facility (or any part of it) or (iii) any other amount due under the Security Documents.

14.13 Successors Bound

This Agreement and Security Interest will be binding upon (i) your and/or the Security Party's heirs, personal representatives, permitted assigns and successors-in-title, and (ii) the Bank's successors-in-title and assigns.

14.14 Reconstruction

The security, liabilities and obligations created by the Security Documents will 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, yourself and/or the Security Party. Any change affecting the Bank, you and/or the Security Party will not adversely affect the security, liabilities and obligations created under the Security Documents.

14.15 Upstamping

If the Bank grants any additional facility to you or the total monies advanced to or due and owing by you to the Bank will at any time exceed the principal limit for which ad valorem stamp duty has been paid, this Agreement, the Security Documents or the Letter of Offer will be upstamped with ad valorem duty to cover the excess. The Bank may charge the ad valorem duty to your Facility Account and the stamp duty including any penalty incurred will form part of the Indebtedness.

14.16 Acting as Principal and Money Laundering

- (a) You warrant and represent to the Bank that:

- (i) unless and until you notify the Bank in writing to the contrary:
 - (1) you are the principal in relation to the Facility;
 - (2) no person other than you have or will have any interest in the Facility; and
 - (3) all monies which will be paid to the Bank, and Security given in favour of the Bank to secure the Facility will come from a lawful source of activity, as defined under the AMLA;
 - (ii) on notification that you are an intermediary for other persons:
 - (1) the Bank may require, and you agree and undertake to provide verification of the identity of the beneficiary and such other information required by the Bank for its records (including but not limited to certified true copies of any authorisation to act or documents required to verify the information provided);
 - (2) you further declare and certify that you have conducted the necessary “know-your-client” checks, including but not limited to checks on the identity, existence, address and nature of the business of the beneficiary, and that the relevant monies, funds or collateral paid or given to the Bank are from a lawful source of activity and not any “unlawful activity” as defined under the AMLA; and
 - (3) the provision of beneficiary details will not make that beneficiary a client of the Bank’s and the Bank is entitled to treat you as the principal at all times.
- (b) You agree and undertake that:
- (i) you will disclose and furnish to the Bank any information required to the satisfaction of the Bank within the time period specified by the Bank for purposes of complying with AMLA or other regulatory requirements;
 - (ii) the Bank is not obliged to proceed with any transaction or disbursement under the Facility or accept any monies, funds or collaterals (“**Assets**”) pending receipt or verification of the information by the Bank and/or the relevant authorities. For Assets in the Bank’s possession, the Bank will be entitled (and authorised) to retain the Assets for the time being; any Assets requested to be returned to you or the Security Party will be returned to you or the Security Party after the Bank receives satisfactory clearance from the relevant authorities;
 - (iii) you will not use the Facility for money laundering purposes or violate any laws relating to money laundering as defined under the AMLA; and
 - (iv) the Bank will not be liable for any losses by reason of the Bank carrying out its duties under the laws currently in force, including but not limited to AMLA, etc.

- (c) If it is discovered that any monies used for payment or repayment of the Indebtedness or any part of it have been sourced from “unlawful activities” (as defined under the AMLA), then: -
- (i) any release and discharge of your obligations under the Security Documents will to such extent be automatically nullified and of no force and effect, and you and the Security Party will continue to be liable to the Bank for such sums even if the Bank has issued any document(s) to discharge and release you or the Security Party; and
 - (ii) you will indemnify and keep the Bank fully indemnified and will cause the Security Party (if any) to indemnify the Bank and keep the Bank fully indemnified (on full indemnity basis) for any losses, damages, costs, fees and charges incurred by the Bank as a result of contravention by you and/or the Security Party of the provisions of the AMLA.

14.17 Governing Law

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

14.18 Effective Date

This Agreement will come into force on the date stated in this Agreement, even if the parties have executed this Agreement on different dates.

15. **PRINCIPAL AND SUBSIDIARY INSTRUMENTS**

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

[End of Clauses]

SCHEDULE 1

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

Section	Item	Description
1	Name(s) and address (es) of the Borrower.	
2	Description of the Property	The particulars of the Property are as stated in the Charge/ Deed of Assignment (to delete whichever is inapplicable) dated _____ between the Bank and the Security Party. The Bank may at its discretion amend the particulars of the Property in the Charge/ Deed of Assignment (to delete whichever is inapplicable), where necessary.
3	Name(s) and Description(s) of the persons providing the Security	

SCHEDULE 2

(to enclose a copy of the stamped Letter of Offer duly accepted in this Schedule)

SPECIAL CONDITIONS FORMING PART OF THIS AGREEMENT

(To state any special conditions, e.g. if the legal fees, etc are to be paid by the Bank, any special prepayment conditions, any special re-drawing or re-borrowing conditions any other benefits such as credit card facility, and/or any other conditions as advised by the attending solicitors.

To state "Not Applicable" if inapplicable)

SCHEDULE 3 CONDITIONS PRECEDENT

(To state any additional conditions precedent to disbursement as advised by the attending solicitors.

To state "Not Applicable" if inapplicable)