

**LAMPIRAN
(ANNEXURE)
(1st Party)**

I/We, the party whose name and particulars as stated in Section 2 of Schedule 1 hereto ("**Chargor**") have this day charged the Property described in the Jadual of the statutory form hereto to **HSBC BANK MALAYSIA BERHAD** (Company No.127776-V), a company incorporated in Malaysia under the Companies Act 2016 and licensed as a commercial bank, with its registered office at 10th Floor, North Tower, No. 2, Leboh Ampang, 50100 Kuala Lumpur and a place of business at the address which is more particularly stated in Section 1 of Schedule 1 hereto ("**Bank**") as security for the payment by me/us of the Indebtedness (defined hereinafter) upon the terms and conditions hereinafter contained.

RECITALS

A. FACILITIES

At the request of the Chargor, the Bank agreed to grant and make available and/or continue to grant and make available to the Chargor the Facilities (defined hereinafter) upon the terms and conditions set out in the Facilities Documents (defined hereinafter).

B. PROPERTY

The Chargor is the registered and beneficial owner of the Property (defined hereinafter).

C. EXECUTION OF THIS CHARGE

Pursuant to the Facilities Documents and in consideration of the Bank agreeing to grant and make available and/or continue to grant and make available to the Chargor the Facilities, the Chargor agrees to charge the Property in favour of the Bank by way of a legal charge under the Land Code (defined hereinafter) as security for the payment of the Indebtedness subject to the terms and conditions herein contained.

IT IS AGREED as follows:

**Part 1
DEFINITIONS AND INTERPRETATION**

1 DEFINITIONS

1.1 In this Charge, unless the context otherwise requires, the words terms and expressions herein shall have the following meaning:

"Address for Service" (a) Bank
The Address as stated in Section 1 of Schedule 1 hereto.

(b) Chargor
The Address as stated in Section 2 of Schedule 1 hereto.

"Bank" HSBC BANK MALAYSIA BERHAD (Company No.127776-V), a company incorporated in Malaysia under the Companies Act, 2016 and licensed as a commercial bank, with its registered office at 10th Floor, North Tower, No. 2, Leboh Ampang, 50100 Kuala Lumpur and a place of business at the address stated in Section 1 of the Schedule 1 hereto and includes its successors-in-title and assigns.

"Chargor"	The customer of the Bank more particularly specified in Section 2 of Schedule 1 hereto.
"Event of Default"	Any of the events of default specified in the Facilities Documents or specified in Clause 7.1 hereof or any other event which, with the giving of notice or the lapse of time, or both, would constitute an event of default.
"Facilities"	The credit facilities, banking facilities, financial accommodation, issuance of guarantees/indemnities for the Chargor's and/or other third parties' benefit and facilities for non-financing transactions as described in the Facilities Documents (regardless when they were/are granted and/or issued by the Bank) including the giving of time or indulgence in such manner, to such extent and for as long as the Bank shall think fit.
"Facilities Documents"	The letters of offer issued by the Bank to the Chargor from time to time including any amendments, variations and/or supplemental provisions thereto, and the contracts, agreements and documents required to be entered into or signed by the Chargor under the said letters of offer.
"Financing Documents"	Collectively, the Facilities Documents and the Security Documents including any amendments, variations and/or supplemental provisions thereto from time to time.
"Indebtedness"	<p>The aggregate of all principal sums which are now or shall at any time subsequently be owing to the Bank on any account relating to the Facilities (regardless when the Facilities were/are granted) by the Chargor solely or jointly with any other person(s) or as surety or by any Security Provider, together with all interest, discount, commission, fees, expenses and late payment interest (including capitalised interest) and other bankers' charges including legal costs on a full indemnity basis, disbursements and expenses occasioned by or incidental to the security held under the Security Documents or by or for the enforcement of any such security which remain due and payable at any time.</p> <p>For the avoidance of doubt, this would include fees, charges and expenses expended on legal proceedings and foreclosure proceedings (including but not limited to legal fees, valuation fees, real estate agent fees and/or auctioneer fees).</p>
"Land Code"	means the National Land Code 1965 or the Sarawak Land Code (Sarawak Cap. 81) or the Sabah Land Ordinance (Sabah Cap. 68) as the case may be, according to where the Property is located.
"Legal Process"	All forms of originating processes, interlocutory applications of whatever nature, affidavits, orders and such documents other than the aforesaid which are required to be served under the Rules of Court and the law, notices required to be given to the other under the Financing Documents and correspondence between the parties hereto, notices under the Companies Act 2016 and the Insolvency Act, 1967 and the rules made thereunder or under any applicable law.
"Property"	The land(s) described in the "Jadual" to the statutory form herein and which expression shall include any buildings built or intended to be built thereon and more particularly described in Section 3 of Schedule 1 hereto and includes any part thereof and all

improvements, additions, modifications and/or fixtures whatsoever thereto from time to time.

"Rules of Court"	The Rules of Court 2012 including any amendments, modifications or re-enactments made thereof.
"Security Documents"	The security documents executed or required to be executed by the Chargor and/or any other Security Provider, including this Charge and any and every other document from time to time executed to secure, guarantee, indemnify or otherwise assure the performance of the obligations of the Chargor and any other Security Provider under, in connection with or arising from the Indebtedness.
"Security Provider"	The person(s), including but not limited to the Chargor, providing any security or guarantee to the Bank to secure the payment of the Indebtedness.

1.2 INTERPRETATION

- (a) Words importing the singular include the plural and vice-versa, words importing a gender include every gender and references to persons include bodies corporate and unincorporated.
- (b) No rule of construction shall apply to the disadvantage of a person because that person was responsible for the preparation of this Charge or any part of it.
- (c) References to the Chargor, the Bank and any other person defined herein include their respective heirs, assigns, personal representatives, successors-in-title and any person deriving title from them.
- (d) References to Parts, Clauses, Sections and Schedules are to be construed as references to Parts, Clauses, Sections and Schedules of this Charge. The headings and sub-headings to the Parts, Clauses, Sections and Schedules of this Charge are inserted for purposes of convenience only and shall not be deemed to be a part thereof or be taken into consideration in the interpretation or construction thereof or of this Charge.
- (e) The Schedules are an essential part of this Charge. If there is any inconsistency between the provisions of this Charge and a Schedule, the provisions of that Schedule prevail.
- (f) References to this Charge and any other agreement or document related hereto are references to the same and shall include any amendments, variations and/or supplemental provisions made thereto from time to time.
- (g) The words "hereof", "herein", "hereto", "hereon", "hereinafter", and "hereunder", and words of similar import, when used in this Charge shall, where the context requires or allows, refer to this Charge as a whole and not to any particular provision of this Charge.
- (h) Where the term "Chargor" refers to two or more persons, the liabilities and obligations of each of them shall be joint and several¹ and each of them shall be liable for the entire obligations hereunder, and the death or insanity of any one or more of them shall not in any way prejudice or affect the liabilities or obligations of the others nor operate as a discharge of such remaining person(s) from his liabilities or obligations hereunder.

¹ (which means liability of (each Borrower/Chargor can be individual [attaching only to one Borrower/Chargor] or all together)

- (i) Words applicable to natural persons include any body of persons, company, corporation, firm or partnerships corporate or unincorporated.
- (j) Where the Chargor is a company, the provisions contained herein which are primarily and literally applicable to the case of natural persons shall be construed and take effect as if the Chargor were a natural person, and shall bind all of its assigns and successors-in-title. Accordingly, any references herein relating to bankruptcy shall thereafter be references relating to winding-up, liquidation, amalgamation or reconstruction, as the case may be, of the Chargor.
- (k) A reference to a date or time is a reference to a date or time in Malaysia.
- (l) When an act is required to be done within a specified number of days after or from a specified date, the period is inclusive of and begins to run from the date specified.
- (m) Any reference to "pay", or cognate expressions, includes payments made in cash or by way of cheques or bank drafts (drawn on a bank licensed to carry on banking business) or effected through inter-bank transfers to the account of the payee, giving the payee immediate access to available funds and the words "Ringgit Malaysia" and the abbreviation "RM" mean the lawful currency of Malaysia.
- (n) References to a statute, any provision of, or schedule to a statute includes any modification, extension or reenactment thereof in force at any particular time and regulations, rules, orders, directives, notices and other instruments then in force and made under or deriving validity from the relevant statute or provision.
- (o) Any liberty or power which may be exercised or any determination which may be made hereunder by the Bank will be exercised or made reasonably and according to the Bank's internal policy. .

PART 2 EXECUTION OF CHARGE OVER PROPERTY

2.1 EXECUTION OF CHARGE

It is a term of the Facilities Documents that the Chargor executes this Charge as security for the payment of the Indebtedness by the Chargor, and the Chargor hereby unconditionally charges the Property to the Bank as security for the payment of the Indebtedness by the Chargor.

PART 3 COVENANT TO PAY

3.1 COVENANT TO PAY

The Chargor hereby covenants and agrees to pay to the Bank:

- (a) the Indebtedness in accordance with the terms of the Financing Documents; and
- (b) on a full indemnity basis, on demand all costs, charges and expenses incurred by the Bank pursuant to this Charge including (but without prejudice to the generality of the foregoing) all costs and fees incurred in the protection, realisation or enforcement of the security constituted by this Charge and the other Security Documents or in maintaining, managing, realising or exercising any other power, authority or discretion in relation to the Property or any part thereof incurred pursuant to this Charge.

For the avoidance of doubt, this would include fees, charges and expenses expended on legal proceedings and foreclosure proceedings (including but not limited to legal fees, valuation fees, real estate agent fees and/or auctioneer fees)

Part 4

REPRESENTATIONS AND WARRANTIES

4.1 REPRESENTATIONS AND WARRANTIES

The Chargor hereby represents and warrants to and undertakes with the Bank as follows:

- (a) that the Chargor has the full and absolute power, right and authority to create, execute, deliver and perform the terms of this Charge;
- (b) that this Charge constitutes the legal, valid and binding obligations of the Chargor in accordance with its terms;
- (c) that the Chargor is the legal and beneficial owner of the Property and the title to the Property is good, valid and subsisting;
- (d) that the execution, delivery and performance of this Charge by the Chargor does not and will not exceed the power granted to the Chargor (where applicable) or violate or contravene the provisions of:
 - (i) any law, or regulation, or any order, or decree of any governmental authority, agency or court to which the Chargor is subject;
 - (ii) any contracts of whatever nature, or other undertaking, or instrument, to which the Chargor is a party or which are binding upon the Chargor or his or its assets and will not result in the creation, imposition of, or any obligation to create, or impose, any charge, mortgage, lien, pledge or encumbrance on the Chargor's assets or any one of them pursuant to the provisions of any such contract, or other undertaking, or instrument;
- (e) that all consents, or licences, or approvals or authorisations, or orders and exemptions of any Ministry, agency, department or authority in Malaysia which are required or advisable to be obtained in connection with the execution, delivery, performance, legality or enforceability of this Charge have been obtained and are in full force and effect and no further consent, license, approval, authorisation, order or exemption is required therefor;
- (f) that the Chargor is not in default under any agreement to which the Chargor is a party or by which the Chargor may be bound and no litigation, arbitration, or administrative proceedings are presently current, or pending, or threatened and which default, litigation, arbitration or administrative proceedings (as the case may be) might materially affect the solvency of the Chargor or might affect the ability of the Chargor to perform the obligations under this Charge;
- (g) that the Chargor has paid all quit rents, rates, taxes, assessments and other charges payable or imposed or to be imposed by the Government or any other competent authorities and other charges or levies and other outgoings in respect of the Property from time to time;
- (h) that the Chargor has observed and performed all obligations terms covenants imposed on the Chargor with respect to the Property;
- (i) that as at the date of this Charge, no other charge mortgage pledge lien or other encumbrance exists on the Property as security for any debt obligation or liability;
- (j) that no order for a judgment debt or a bankruptcy order and if the Chargor is a corporation, there are no winding-up proceedings pending against the Chargor and the Chargor has not commenced any action for voluntary winding-up of itself;

- (k) that, where applicable, the Chargor is a corporation duly established and subsisting under the laws of Malaysia and has the power and authority to own properties and assets and carry on business as is now being conducted; and
- (l) that, if the Chargor is a corporation, all financial statements information and other data furnished by the Chargor to the Bank are complete and correct, have been prepared in accordance with generally accepted accounting principles and practices consistently applied and give a true and fair view of the financial condition and results of operations of the Chargor as at the date or dates to which they were made up. Since such date or dates there has been no change in the financial condition of the Chargor or results of operations sufficient to impair the ability of the Chargor to pay the Indebtedness in accordance with the terms hereof.

4.2 TRUTH AND CORRECTNESS OF REPRESENTATIONS AND WARRANTIES

- 4.2.1 The Chargor acknowledges that the Bank has agreed to grant the Facilities to the Chargor on the basis of and in full reliance upon, the aforesaid representations and warranties, which will be correct and complied with in all material respects so long as the Financing Documents shall remain in force and each of the above representations and warranties will be correct and complied with in all material respects so long as the Facilities shall remain available.
- 4.2.2 The truth and correctness of all the matters stated in the representations and warranties under Clause 4.1 shall form part of the basis of the Bank's commitment to make available or continue to make available the Facilities to the Chargor. If any such representations and/or warranties made shall at any time hereafter be found to have been incorrect in any material respect then and in such event and notwithstanding anything to the contrary hereunder the Bank shall have the right to demand for full payment of the Indebtedness or any part thereof outstanding under the Financing Documents or, where appropriate, to review, suspend, recall or terminate the Facilities or any part thereof.

4.3 CONTINUING NATURE OF REPRESENTATIONS AND WARRANTIES

The Chargor shall be deemed to represent and warrant to the Bank on each of the dates on which the Chargor shall hereafter utilise the Facilities that:

- (a) the representations and warranties (up-dated mutatis mutandis²) contained in Clause 4.1 are true and accurate in all respects as if made on such date; and
- (b) that no Event of Default, and no event which with giving or notice or the passing of time would constitute an Event of Default has occurred.

Part 5 SECURITY

5.1 CONTINUING SECURITY

The Chargor hereby agrees and declares that this Charge is expressly intended to be and shall be a continuing security³ for the payment of the Indebtedness and all other monies and liabilities now or hereafter from time to time owing or payable by the Chargor to the Bank under the provisions of the Financing Documents notwithstanding that the Chargor may at any time or from time to time cease to be indebted to the Bank for any period or periods and notwithstanding:

² "mutatis mutandis" means with the necessary modifications.

³ "continuing security" means the Security remains as long as there is outstanding Indebtedness.

- (a) any account or accounts of the Chargor with the Bank may from any cause whatsoever cease to be current and notwithstanding any settlement of account or accounts or otherwise;
- (b) any change by amalgamation consolidation or otherwise which may be made in the constitution of the Chargor or the Bank; and/or
- (c) the liquidation of the Chargor whether voluntary or compulsory.

The security created under this Charge is to be in addition to any other security which the Bank may now or subsequently hold in respect of the Indebtedness. The Bank may at any time give up, deal with, vary, exchange or abstain from perfecting or enforcing any other such security or securities at any time and discharge any party to them or any of them, as the Bank may think fit without in any way affecting or prejudicing the security given hereunder.

5.2 RESTRICTION AGAINST OTHER CHARGES

The Chargor hereby declares covenants warrants and undertakes that there is no mortgage charge pledge lien or other encumbrance over the Property having priority to this Charge and that:

- (a) the Chargor shall not during the subsistence of this Charge without the prior consent in writing of the Bank, which consent may be refused if the Bank finds it reasonable to do so, execute any form of charge, mortgage, debenture, pledge, lien or permit to exist any caveat, prohibitory order or encumbrance in respect of the Property; and
- (b) this Charge shall be without prejudice to any security already given by the Chargor or any other person or any other security which may hereafter be given by the Chargor or any other person to the Bank whether the same shall be for securing payment of the Indebtedness or any other monies covenanted to be paid herein or under the Financing Documents and whether such security is taken as additional or collateral security or otherwise howsoever.

5.3 COVENANT TO PROVIDE FURTHER SECURITY

5.3.1 The Chargor shall forthwith at the request of the Bank do all acts and execute all necessary documents in such forms and contents and at such time as may be requested by the Bank for the purpose of perfecting the security hereby created. The Chargor shall also at any time and when required by the Bank so to do execute in favour of the Bank or as the Bank shall direct such legal or other mortgages charges assignments transfers liens or agreements as the Bank shall require to secure the Indebtedness, such mortgages charges assignments transfers or arrangements to be prepared by or on behalf of the Bank at the cost and expense of the Chargor and to contain all such terms and conditions.

5.3.2 The Chargor shall at any time if and when required by the Bank so to do deposit with the Bank the documents of title to any or all immovable properties vested in the Chargor for any tenure and all or any debenture shares stocks or other investments or securities registered in the name of the Chargor or any other Security Provider or otherwise belonging to the Chargor or any other Security Provider as may be acceptable to the Bank. Such deposit may be by way of collateral security for the repayment of the monies and liabilities hereby secured and may also or otherwise be for the purpose of securing any other monies owing to the Bank and not hereby secured.

Part 6 COVENANTS

6.1 AFFIRMATIVE COVENANTS

In addition to the Chargor's covenants under the Facilities Documents, the Chargor hereby expressly covenants with the Bank that the Chargor shall, at all times during the continuance of this Charge and for so long as the Indebtedness or any part thereof remains outstanding and unpaid:

- (a) keep all structures and fixtures now or at any time hereafter erected on or affixed to the Property and all fittings and fixtures therein in good and substantial repair and condition to the satisfaction of the Bank. In default whereof it shall be lawful for but not obligatory upon the Bank to carry out such repairs and in the event the Bank shall carry out such repairs, the costs and expenses thereof shall be for the account of the Chargor and shall be payable on demand failing which the same shall form part of the Indebtedness;
- (b) permit the Bank and its agents and workmen at all reasonable times of the day to enter upon the Property and have access to any fixture thereon and to view and inspect the condition or repair thereof;
- (c) comply with and observe all the conditions restrictions and category of land use, express or implied, imposed upon, relating to the Property as well as the provisions of any applicable law or regulation affecting the Property.;
- (d) pay the quit rent, assessment, rates, taxes, service charges, maintenance fees, as applicable, and all other outgoings whatsoever payable in respect of the Property when the same become due and payable. If the Chargor shall default in doing so, the Bank may pay on behalf (although it is not obliged to) and such sums paid by the Bank shall be for the account of the Chargor and shall be repayable on demand failing which the same shall form part of the Indebtedness;
- (e) inform the Bank of any application, demand, notice, order whatsoever, or any other notice, document or transaction in any way affecting or concerning the Property or any part thereof forthwith upon its issue, publication or service (time being of the essence in respect thereof) and produce the same to the Bank whether demanded or not AND the Chargor shall do all acts and take all steps necessary or expedient to safeguard and preserve the Property or any part thereof or the title thereto or ownership thereof AND the Bank may if it thinks fit and on behalf of or in the name and at the expense of the Chargor do all such acts and employ all such persons as the Bank shall think necessary for the purpose of safeguarding and preserving the Property and all fees and expenses incurred in respect thereof shall be for the account of the Chargor and shall be repayable on demand failing which the same shall form part of the Indebtedness;
- (f) give full particulars in writing within seven (7) days to the Bank upon receipt of any notice or order or proposal given issued or made to the Chargor in respect of the Property by or on behalf of any planning, local government, public health, sanitary, housing or other authority and if so required by the Bank, without delay and within the period prescribed by such notice, take all reasonable or necessary steps to comply with the provisions of such notice or order and also at the request of the Bank and at the cost of the Chargor make or join with the Bank in making such objections or representations against or in respect of any such notice or order or proposal as the Bank think necessary to safeguard it's interest in the Property;
- (g) observe and perform all obligations and covenants imposed on the Chargor with respect to the Property pursuant to any Act, ordinance, enactment, order, rule, regulation, agreement deed or any other contractual arrangement howsoever with any person and all other terms and conditions contained in the Financing Documents and on the part of the Chargor to be observed and performed and in addition thereto

any condition and covenant binding upon the Property and not do or omit to do any act matter or thing on or in respect of the Property which shall contravene the provisions of the Financing Documents or of any Act, ordinance, enactment, order, rule or regulation now or hereafter affecting the same and at all times hereafter be responsible for all actions proceedings costs expenses damages claims and demands which may be brought against or incurred by the Bank in respect of such act matter or thing done, or omitted or suffered to be done in contravention of the said provisions or on account of the non-payment of any tax, rates, charges, outgoings and impositions of any kind whatsoever or any part thereof;

- (h) unconditionally agree, whenever required by the Bank, to have the Property valued by such registered valuers as may appointed by the Bank for the purpose of determining the current value of the Property and unless the valuation is part of the Bank's periodic management process, to pay all costs and fees in connection therewith;
- (i) on receipt of a notice in writing from the Bank any use by the Chargor of the Property or any part thereof or any building thereon whether by reason of over-crowding or for any other reason whatsoever is calculated to affect adversely the security of the Bank, discontinue such use forthwith;
- (j) execute and do all such transfers, assignments, assurances, acts and things as the Bank may reasonably require for perfecting the security intended to be hereby constituted and for any part thereof and for the exercise by it of all the powers, authorities and discretions hereby conferred on the Bank, and the Chargor shall also give all notices, orders and directions which the Bank may think expedient. For the purpose of this sub-Clause a certificate in writing, signed by or on behalf of the Bank to the effect that any particular transfer, assignment, assurance, act or thing required by the Bank is required shall be conclusive evidence of the fact; and
- (k) in addition to and not in derogation of the agreements and stipulations implied, the obligations imposed and the rights created by law, custom and this Charge, and to the extent applicable, do or permit or procure the following:
 - (i) during the term of this Charge, the Chargor will continue to maintain and, where applicable, cultivate the Property in a proper and workmanlike manner and following the methods of good husbandry and keep and maintain the buildings now or hereafter to be erected on the Property and all machinery plant and equipment thereon and structure and fixture affixed to the Property in good and tenantable repair and condition and until this Charge be discharged the Bank shall at all reasonable times be at liberty to enter upon the Property to view and inspect the state of maintenance or cultivation;
 - (ii) the Bank shall be at liberty to employ agent(s) or any other person(s) from time to time to enter into the Property to view and inspect the building or structures erected thereon and condition of repair thereof and make a report to the Chargor to make good all defects and wants of repair to the satisfaction of the Bank within such stipulated timeline, in default whereof, it shall be lawful for but not obligatory upon the Bank at any time to enter upon the Property and to effect such repairs as may be necessary. The moneys expended by the Bank shall be repaid by the Chargor on demand and until such payment is effected shall form part of the Indebtedness. Provided always that if the Bank shall enter and repair the same it shall not be liable as chargee in possession; and
 - (iii) during the term of this security the Chargor will keep the Property clean, weeded and free from lallang and other undergrowth, in default whereof it shall be lawful for but not obligatory upon the Bank to employ labourers, or workmen, for the purpose of keeping the Property clean weeded and free from lallang and other undergrowth PROVIDED ALWAYS that nothing in this clause contained and no act of the Bank its servants or agents done in

pursuance of the provisions of this clause shall render the Bank liable as a chargee in possession.

6.2 NEGATIVE COVENANTS

The Chargor hereby covenants with the Bank that during the continuance of this Charge and for so long as the Indebtedness or any part thereof remains outstanding and unpaid, the Chargor shall not without prior written consent of the Bank:

- (a) assign, transfer, sell, charge or otherwise howsoever deal with the Chargor's rights in or title to the Property or any interest therein or make the same subject to any charge, encumbrance, liability or lien whatsoever or rescind remove or amend any condition or restriction affecting the Property or make any application for the alteration of the category of land use or for the imposition of any fresh category of land use in respect of the Property;
- (b) lease or agree to lease, let out, or grant any licence or otherwise howsoever part with the possession or make or accept the surrender of any lease whatsoever of or in respect of the Property or any fixture, structure or any part thereof, to any person firm or company and it is hereby expressly agreed and declared that the provisions of *Section 251 of the National Land Code 1965 (if the Property is subject to the National Land Code 1965) shall not apply to this Charge;
- (c) alter, pull down, construct or remove any building or fixture now or at any time hereafter erected on or affixed to the Property or any part thereof and will forthwith replace or make good the same in the event of such alteration, pulling down or removal. Where it is intended that there is to be erected any building or buildings on the Property or that the Facilities are to be utilised for the purpose thereof, the Chargor shall complete the erection of such building or buildings in accordance with the relevant approved plans of such competent authority or authorities necessary for the obtaining of and shall obtain a Certificate of Fitness for Occupation or Certificate of Completion and Compliance, as the case may be, not later than such date as the Bank may stipulate; and
- (d) use the Property and any fixtures or building(s) or any other erections thereon or any part thereof or suffer or permit the same to be used for purposes other than those for which the same has been built (subject to such purpose not being in contravention with applicable laws) nor to store or bring upon the Property any articles of a specially combustible inflammable or dangerous nature nor to do or permit or suffer to be done anything by reason whereof any of the takaful certificates / insurance policies may be rendered void or voidable.

Part 7 REMEDIES OF THE BANK

7.1 EVENTS OF DEFAULT

A default hereunder shall be deemed to have occurred in any of the following events:

- (a) if any one or more of the Event of Default specified in the Facilities Documents shall occur and is continuing;
- (b) if the Chargor fails to comply with any notice given under this Charge requiring him to remedy any breach of the terms of this Charge within the time stipulated therefor;

* Section 251 of the National Land Code provides that, in respect of any charges created under the National Land Code, there shall be an implied agreement by the chargee that it will not (without reasonable cause) withhold its consent to the granting of any lease or tenancy by the chargor. There is no equivalent provision under the Sarawak Land Code (Sarawak Cap. 81) or the Sabah Land Ordinance (Sabah Cap. 68).

- (c) if any of the Financing Documents shall be challenged with regards to its or their validity by any person;
- (d) if the Bank shall be of the opinion that its security created pursuant to this Charge or its legal position under any of the Financing Documents is in jeopardy;
- (e) if default is made in effecting, maintaining or renewing any takaful or insurance required to be effected, maintained or renewed by the Chargor;
- (f) if any representation or warranty made or implied pursuant to any provisions of Clause 4.1 or any other provision of this Charge or pursuant to any notice, certificate, letter or other document delivered pursuant to the terms of this Charge is incorrect or misleading in a material way as of the date at which it was made or deemed to have been made;
- (g) if by reason of any change after the date of this Charge in applicable law, regulation or regulatory requirement or, in the interpretation or application thereof of any governmental or other authority charged with the administration thereof it shall become unlawful for the Bank to continue to make available the Facilities; or
- (h) if the Chargor allows any subsequent charge or encumbrances to be registered against the Property without the prior written consent of the Bank.

7.2 RIGHTS OF THE BANK

In the event any of the events stipulated in Clause 7.1 hereof shall happen and is continuing for a period of not less than one (1) month, it shall be lawful for the Bank forthwith to give the relevant statutory notice to the Chargor requiring the Chargor to remedy the said breach within a period of one (1) month of the date on which the statutory notice is served. Upon the expiry of the aforesaid period, if the said breach has not been remedied, the Bank shall be entitled forthwith to take such action as may be appropriate against the Chargor including making an application to the court for an order for sale of the Property.

7.3 PROCEEDS OF SALE

Subject to statutory priorities (if any), all moneys received by the Bank from any proceeding instituted or step taken herein shall, subject to statutory priorities (if any), be applied by the Bank in the following manner and order:

FIRSTLY in payment of all costs, disbursements and expenses incurred and payments made by the Bank in connection with the enforcement and/or the preservation of the Bank's rights under the provisions of all or any of the Financing Documents.

For the avoidance of doubt, this would include fees, charges and expenses expended on legal proceedings and foreclosure proceedings (including but not limited to legal fees, valuation fees, real estate agent fees and/or auctioneer fees);

SECONDLY in or towards payment to the Bank of all interest, discount, commission, fees and/or late payment interest (including capitalised interest), as the case may be, then accrued and remaining unpaid in respect of the Facilities, or the balance thereof for the time being owing;

THIRDLY in or towards payment to the Bank of the principal sums due and remaining unpaid under the Facilities;

FOURTHLY in or towards payment to the Bank of all other moneys due and remaining unpaid under any or all of the Financing Documents;

FIFTHLY any surplus shall be paid to such persons entitled thereto;

PROVIDED ALWAYS THAT if the Bank shall be of the opinion that the security may prove deficient, payments may be made to the Bank on account of principal sums before interest, discount, commission, fees and/or late payment interest (including capitalised interest), as the case may be, but such alteration in the order of payment shall not prejudice the right of the Bank to receive the full amount to which it would have been entitled if the primary order had been observed or any lesser amount which the sum ultimately realised from the security may be sufficient to pay.

7.4 DEFICIENCY IN PROCEEDS OF SALE

If the amount recovered or realised pursuant to the proceedings referred to in Clause 7.2 after deduction and payment of all costs, disbursements, expenses and other outgoings, is less than the amount due to the Bank under the Financing Documents and whether in the process of such recovery or realisation the Bank has purchased any of the properties and assets secured under the Financing Documents or otherwise, the Chargor shall pay to the Bank the difference between the amount due and the amount so realised.

7.5 BANK'S RIGHT TO COMMENCE FORECLOSURE AND LEGAL PROCEEDINGS CONCURRENTLY

Notwithstanding any provision hereof, it is hereby expressly agreed that upon the occurrence of an Event of Default whether under the Facilities Documents and/or this Charge or a default or breach by the Chargor of any term, covenant, stipulation and/or undertaking herein provided and/or in the Financing Documents and on the part of the Chargor to be observed and performed, the Bank shall thereafter have the right to exercise all or any of the remedies available whether under this Charge or the Financing Documents or by statute or otherwise and shall be entitled to exercise such remedies concurrently, including pursuing all remedies of sale or possession pursuant to the Land Code or legislation and civil suits to recover all monies due and owing to the Bank.

7.6 CUSTODY OF DOCUMENT

The Bank shall have the custody or possession of the issue document of title in respect of the Property for as long as the Facilities remain available and/or the Indebtedness remains payable.

PART 8 TAKAFUL/INSURANCE

8.1 TAKAFUL/INSURANCE ON PROPERTY

The Chargor shall so long as the Facilities remain available and/or the Indebtedness has not been paid in full, procure takaful protection / insurance coverage over the Property in the name of the Chargor against loss or damage by fire, lightning, riot and strike, malicious damage, explosion and other relevant risks (which may become necessary but not foreseeable at time of this Charge being executed) up to the replacement cost in the name of the Chargor, with the interest in the takaful certificate / insurance policy and all future certificates / policies vested in the name of the Bank as chargee and lost payee and shall from time to time pay the contribution / premium thereon and deliver the receipts for the same to the Bank.

8.2 RESTRICTION AGAINST ADDITIONAL TAKAFUL/INSURANCE

The Chargor shall not except at the request or with the consent in writing of the Bank effect or keep on foot any takaful protection or insurance coverage against any risk in respect of the Property when the Bank has effected or has kept on foot such takaful protection or insurance coverage.

8.3 TERMS AND FORM OF TAKAFUL/INSURANCE

Takaful certificates or insurance policies taken out or effected under this Charge shall be generally in form and upon terms acceptable to the Bank, and, without limitation, shall be subject to the following:

- (a) all takaful certificates or insurance policies shall be taken out in the name of the Chargor and shall be expressly and specifically assigned to and for the benefit of the Bank;
- (b) the Chargor shall obtain takaful certificates or insurance policies from a licensed and reputable takaful operator / insurance company. All takaful certificates or insurance policies shall be valued certificates or policies and shall provide that they are payable in Ringgit Malaysia.

8.4 ASSIGNMENT OF TAKAFUL/INSURANCE

The Chargor hereby irrevocably assigns to the Bank all the Chargor's rights, title and interest in, to and under all takaful certificates or insurance policies aforesaid including all proceeds and all the benefits thereof and all claims of whatsoever nature thereunder and the rights under such takaful certificates or insurance policies.

8.5 EVIDENCE OF TAKAFUL/INSURANCE

- 8.5.1 On the date of execution of this Charge or at such later date as the Bank may require, the Chargor shall furnish the Bank with the originals of all takaful certificates or insurance policies assigned hereunder and certified copies of cover notes or other written evidence satisfactory to the Bank showing that the required takaful or insurance of each type has been taken out. No change shall be made in any takaful certificate or insurance policy without the Bank's prior written consent.
- 8.5.2 The Chargor shall promptly furnish the Bank with the duplicate of all certificates or policies assigned hereunder, cover notes and renewals thereof.

8.6 BANK'S RIGHT TO COLLECT PROCEEDS AND PROCURE TAKAFUL/INSURANCE

The Bank is hereby authorised, but not required to, in its own name or in the name of the Chargor to demand, collect, give receipts for and prosecute all necessary actions in the courts to recover any and all takaful proceeds / insurance monies that may become due and payable under the takaful certificates or insurance policies. If the Chargor at any time fails to pay or cause to be paid when due any takaful contributions / insurance premium, calls or other costs related to obtaining or maintaining the takaful protection / insurance coverage required hereunder or to obtain any required takaful protection / insurance coverage or to deliver to the Bank all certificates, policies, contracts, binders and cover notes and all renewals thereof as required by the provisions of this Charge, the Bank may, but is not required to, procure such takaful protection / insurance coverage or pay unpaid contributions / premium, or both, and other costs. All expenditure incurred thereby shall be for the account of the Chargor and shall be deemed to be and form part of the Indebtedness.

8.7 COMPLIANCE WITH TAKAFUL/INSURANCE TERMS, LAWS, REGULATIONS ETC

The Chargor shall not do any act, allow or permit any act to be done (whether by omission or commission), whereby any relevant takaful certificates / insurance policies may become void or voidable, or which may become a ground of repudiation by the takaful operators / insurers or allow the Property to be used in any manner not permitted under the relevant takaful certificates / insurance policies.

8.8 APPLICATION OF TAKAFUL PROCEEDS / INSURANCE MONIES

The Bank may require any money received on any takaful or insurance relating to the Property whether effected by the Bank or by the Chargor to be applied in or towards making good the loss or damage in respect of which the money is received or receivable or in or towards the discharge of the Indebtedness or any other monies secured hereby and the Chargor shall hold any money received on such takaful or insurance in trust for the Bank and the Bank may receive and give a good discharge for any such monies. In the event of all such monies as abovesaid being less than the amount due to the Bank hereunder the Chargor shall forthwith pay to the Bank the difference between the amount due and the amount so received.

PART 9 GOVERNMENT ACQUISITION

9.1 GOVERNMENT ACQUISITION

In the event that the Property or any part thereof shall at any time become the subject matter of or be included in any notice, notification or declaration concerning or relating to acquisition by government or any governmental authority or any enquiry or proceedings in respect thereof or if any government or governmental authority shall condemn, nationalise, seize or otherwise expropriate all or any substantial part of the Property or other assets of the Chargor or any action that would prevent the Chargor or his or its agents/officers from carrying on the operations of the Chargor, as the case may be, the Chargor shall forthwith inform the Bank of the same and shall forward to the Bank a copy or copies of any such notice notification or declaration as soon as the same shall be delivered to or served on the Chargor.

9.2 POWER TO ENGAGE ADVISERS

The Bank shall be entitled to engage such advisers and agents (including solicitors and valuers) as it may think fit for the purpose of appearing or attending at or advising upon any enquiry or proceedings affecting concerning or relating to any such acquisition, expropriation or any of the matters referred to in Clause 9.1 hereof at the expense of the Chargor.

9.3 APPLICATION OF COMPENSATION MONIES ON COMPENSATION

All monies received as or by way of compensation in respect of any of the matters referred to in Clause 9.1 hereof shall be applied in or towards the discharge or repayment of any money or liability secured by this Charge and the Financing Documents and the Chargor shall, and hereby declares that the Chargor will hold all such monies if paid to and received by him or it hereunder in trust for the Bank and the Chargor agrees and confirms that the Bank may receive and give a good discharge for all such monies. In the event of all such monies as abovesaid being less than the amount due to the Bank hereunder the Chargor shall forthwith pay to the Bank the difference between the amount due and the amount so received.

Part 10 DISCHARGE

10.1 DISCHARGE OF MONIES HEREBY SECURED

Subject to Clause 11.6 hereof, it is hereby agreed that when the Facilities are no longer available and upon satisfaction or discharge by the payment or otherwise of the whole of the Indebtedness and all other moneys payable by the Chargor herein, all the provisions herein contained shall cease to be of any effect, but without prejudice to either party's rights and remedies against the Chargor in respect of any antecedent claim or breach of covenant.

PART 11 MISCELLANEOUS

11.1 TIME

Time shall be of the essence of this Charge but no failure or delay on the part of the Bank in exercising nor any omission to exercise any right, power, privilege or remedy accruing to the Bank under this Charge or any of the Financing Documents shall impair any such right, power, privilege, or remedy or be construed as a waiver thereof or an agreement to any such default, nor shall any action by the Bank in respect of any default or any acquiescence in any such default, affect or impair any right, power, privilege or remedy of the Bank in respect of any other subsequent default.

11.2 RECONSTRUCTION OF THE BANK OR THE CHARGOR

The security, liabilities and obligations created by this Charge and the Financing Documents shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, bankruptcy, death, incorporation, liquidation, reconstruction, winding-up or otherwise howsoever, which may be made in the name style constitution or composition of the Bank or the Chargor and it is expressly declared that no change whatsoever in relation to or affecting the Bank or the Chargor, shall in any way affect the security, liabilities and obligations created hereunder and in the Financing Documents in relation to any transaction whatsoever whether past present or future.

11.3 INDEMNITY

The Chargor shall at all times hereafter save harmless and be responsible for all actions, proceedings, claims, demands, penalties, costs damages and expenses which may be brought or made against or incurred by the Bank by reason or on account of the non-observance of all or any of the stipulations on the part of the Chargor contained in the Financing Documents or any provisions of any Acts, ordinance, order, rules or regulations which are binding upon the Chargor or otherwise howsoever.

11.4 STAMP DUTIES AND REGISTRATION FEES

The Chargor shall pay all stamp duties, legal fees, costs, expenses or other charges payable on or incidental to the execution and registration of this Charge (including any penalties for late payment thereof not attributable to the fault of the Bank) and the subsequent discharge of this Charge shall be prepared by the Bank's solicitors, at the relevant time, and any documents related thereto, and the Chargor shall reimburse the Bank for any such duties, fees or other charges paid by the Bank.

11.5 MODIFICATION AND INDULGENCE

The Bank may at any time and without in any way affecting the security hereby created with notice (where applicable) to the Chargor:

- (a) grant to the Chargor or any party to the Financing Documents any time or indulgence or waiver or consent or release;

- (b) deal with, exchange, release or modify or abstain from perfecting or enforcing any security or other guarantee or right it may now or at any time hereafter or from time to time have from or against the Chargor or any other Security Provider;
- (c) release or discharge or consolidate or enter into any scheme of arrangement or deed of composition with the Chargor or any other Security Provider;
- (d) renew bills promissory notes or other negotiable securities in any manner and compound with give time for payment to accept compositions from or grant any other indulgence to or make any other arrangements with the Chargor or any person liable on bills notes guarantees or other securities held or to be held by the Bank for or on behalf of the Chargor;
- (e) vary or amend any of the terms of the Facilities Documents or any of the other Financing Documents. The most common reasons why the Bank make a change are:
 - changes in law or regulations
 - decisions the Bank has to follow (such as by a court or regulator) or new industry guidelines or codes of practice
 - to cover increased costs of offering a product or service
 - changes to the Bank's business, the technology, services or facilities we use.

The Bank cannot know all the reasons why a change may be needed in the future, but if the Bank does make changes for any reasons the Bank will make sure that it is reasonable. Generally, the Bank will tell you in advance but different notice periods may apply to some products or services; and/or

- (f) give time for payment of any bills of exchange promissory notes or other securities which may have been discounted for or received on account from the Chargor by the Bank or on which the Chargor shall or may be liable as drawer or indorser or otherwise to any parties liable thereon or thereto.

11.6 REDEMPTION AND CONSOLIDATION OF ACCOUNTS

11.6.1 Any provisions under the Land Code or other legislation which has the effect of restricting the right of consolidation shall not apply to this Charge.

11.6.2 It is expressly agreed and declared that unless the Bank otherwise agrees, the Chargor shall not be entitled to redeem or require the release or discharge of any security given by the Chargor to the Bank and whether given now or hereafter except on payment by the Chargor of not only all monies referred to herein but also all monies whatsoever and howsoever due and owing from the Chargor to the Bank under any other account whether as a customer, guarantor, chargor or howsoever or otherwise with the Bank. This is also without prejudice to the generality of the foregoing it is hereby expressly agreed and declared that unless the Bank otherwise agrees in writing the Charge created herein shall not be terminated except when the Facilities are no longer available and on payment:

- (a) of the Indebtedness;
- (b) of all other monies due and owing to the Bank by the Chargor under any account with the Bank whether or not and howsoever secured; and
- (c) of all monies secured by any other security created by the Chargor or by any person through whom the Chargor claims in favour of or vested in the Bank.

11.6.3 In the event of the Chargor's failure and/or refusal to perform his or its obligations hereunder and upon expiry of the Bank's written notice to the Chargor to comply

and/or fulfil his or its obligations within a period of fourteen (14) days from the date of the said notice, then the Bank reserves the right to combine or consolidate all or any of his or its accounts including jointly with others (of any nature whatsoever, wheresoever situate, whether in Ringgit Malaysia or any other currency) with the Bank or HSBC Amanah Malaysia Berhad, to place a hold on the credit balances in such accounts up to the amount due and payable by the Chargor to the Bank hereunder and under the Security Documents or which the Bank estimates in good faith to be sufficient, taking into account exchange rate fluctuations (if applicable), and after seven (7) days prior written notice to the Chargor, to set-off or apply and transfer such credit balance (even if it involves uplifting and withdrawing any deposit/investment before maturity date and where necessary, converting the same into Ringgit Malaysia at the prevailing spot rate of exchange on the day of conversion) in or towards satisfaction of the amount due and payable to the Bank.

11.7 COSTS

11.7.1 The Chargor shall be liable to pay all costs, disbursements and expenses in connection with or incidental to this Charge (and the subsequent discharge of this Charge to be prepared by the Bank's solicitors, at the relevant time) including the Bank's solicitors' fee (on a full indemnity basis) in connection with the preparation, execution and enforcement of this Charge and the documents related thereto. If the Indebtedness or any part thereof shall be required to be recovered through any process of law or through solicitors, the Chargor shall pay (in addition to the monies then due and payable hereunder) the Bank's solicitor's fees (on a full indemnity basis) and any other costs, disbursements and expenses incurred in respect of such recovery and the account of the Chargor shall be debited accordingly.

11.7.2 The Bank shall be entitled to late payment interest (calculated in the manner stated in the Facilities Documents) in the event of the Chargor's failure to make payment of any of the costs, disbursements and expenses due under this Charge.

11.8 CUMULATIVE REMEDIES⁴

The remedies provided herein are cumulative and are not exclusive of any other remedies provided by law.

11.9 EXPENDITURE INCURRED BY THE BANK FOR AND ON BEHALF OF THE CHARGOR

Unless prohibited by any laws or regulations, All monies expended by the Bank hereunder from time to time for and on behalf of the Chargor (relating to takaful, insurance, quit rent, assessment, rates, taxes, repairs, legal costs, stamp duties, registration fees and all other outgoings including any expenses incurred by the Bank in visiting, inspecting or reporting on the Property or business of the Chargor by the Bank's agent and or consultants) shall be recoverable and be paid by the Chargor on demand by the Bank and may be debited from any of the Chargor's accounts with the Bank. In default of such payment, such monies shall be deemed to form part of the Indebtedness and to be secured accordingly hereunder.

11.10 RESTRICTION ON PRODUCTION OF DOCUMENTS

Insofar as the laws shall permit, the application of *Section 244(2) of the National Land Code 1965 (if the Property is subject to the National Land Code 1965) shall be restricted to

⁴ *Cumulative Remedies means the non-breaching party is permitted to pursue simultaneously all available remedies*

*Under Section 244(2) of the National Land Code 1965, a Chargee having the custody of any issue document of title or duplicate lease shall, on the written request of the proprietor or lessee and within such reasonable period as specified in the request, produce the issue document of title or duplicate lease at any Registry or Land Office so specified for any purpose

instances where the production of the issue document of title in respect of the Property is required for purposes of any act or matter initiated or instituted by the Government or any government authority department or officer and not where the issue document of title is required for any purpose or to effect any transaction conducted or initiated by the Chargor AND nothing contained or expressed in the said Section 244(2) (if the Property is subject to the National Land Code 1965) shall be construed as or deemed to be consent by the Bank (whether express or implied) to any act or transaction requiring the consent of the Bank.

11.11 TRANSFER OF SECURITY

11.11.1 The Bank shall be at liberty at any time with notice to the Chargor (to the extent it is required by law) transfer the benefit of this Charge to any person at any time as the Bank deems fit provided always that the interests and obligations of the Chargor are not adversely affected in any material respect by such transfer as of the date of the transfer.

11.12 CERTIFICATE OF MONIES HEREBY SECURED

It is hereby agreed that any admission or acknowledgement in writing by the Chargor or by any person authorised on behalf of the Chargor or a judgment (by default or otherwise obtained against the Chargor) or a certificate in writing showing the Indebtedness of the Chargor which is duly certified by an authorised officer of the Bank or by its solicitors shall be binding and conclusive evidence, save for manifest error, against the Chargor.

11.13 SEVERABILITY

If there is any term, condition, stipulation, provision, covenant or undertaking contained herein which is illegal, prohibited or unenforceable in any jurisdiction, the unenforceable provision shall be deemed to be severed from this Charge and the Charge shall be enforced as if it does not contain any such invalid, illegal or unenforceable provision.

11.14 CROSS DEFAULT

The Chargor hereby expressly agrees that if any sums shall be due from the Chargor to the Bank from time to time or at any time or if the Chargor may be or may become liable to the Bank on any banking account in any manner whatsoever or if default is made under any provisions of such accounts granted by the Bank to the Chargor or under any of the provisions herein or under the Financing Documents evidencing the Chargor's indebtedness to the Bank and/or to any other financial institution then and in such event, the Indebtedness together with all monies payable under such accounts or other banking facilities aforesaid shall immediately become due and payable and the security herein shall become immediately enforceable.

11.15 SUSPENSE ACCOUNT

11.15.1 Any money received hereunder may be placed and kept to the credit of a suspense account for so long as the Bank thinks necessary without any obligation in the meantime to apply the same or any part thereof in or towards discharge of any money or liability due or incurred by the Chargor to the Bank. Notwithstanding any such payment, in the event of proceedings in or analogous to bankruptcy, liquidation, composition or arrangement, the Bank may prove for and agree to accept any

required under the National Land Code. There is no equivalent provision under the Sarawak Land Code (Sarawak Cap. 81) or the Sabah Land Ordinance (Sabah Cap. 68).

dividend or composition in respect of the whole or any part of such money and liability in the same manner as if this security had not been created.

11.15.2 In the event that there are contingent or undischarged liabilities which are secured by this Charge which are still viable and outstanding but not due after realisation of the Property hereof, the Bank shall be entitled to retain in the suspense account such sum from the net proceeds realised as is sufficient to cover and secure such liabilities (and without any obligation on the part of the Bank to invest such sum) and after such liabilities have been fully satisfied discharged or expired then such sum or the remaining balance (if any) shall be refunded to the Chargor or any party entitled to it.

11.15.3 In addition to the foregoing provisions and notwithstanding the other express provisions of this Charge, the Chargor hereby irrevocably agrees that the appropriation of payment as provided by law is waived and the Bank can appropriate such payments towards the Facilities or any part thereof given by the Bank.

11.16 ALL PAYMENTS RECEIVED TO BE PAYMENT IN GROSS

All moneys received from or on account of the Chargor shall be treated for all purposes as payments in gross. All securities held by the Bank shall be treated as security for the said general balance.

11.17 VALUATION OF THE PROPERTY

The Chargor hereby authorises the Bank to value the Property as and when necessary by any valuer or any officer of the Bank or any person of the Bank's choice at the cost and expense of the Chargor (to the extent not restricted by any laws or regulations) and in the event such valuation reveals that the forced sale value of the Property is lower than the value at the date hereof and/or is lower than the amount of the Indebtedness, the Bank shall require the Chargor within fourteen (14) days from the date of the notice from the Bank to charge, pledge, mortgage or deposit with the Bank further and additional security of such value and tenure as the Bank may from time to time require to address the shortfall.

11.18 CCRIS AND CREDIT CHECKS

11.18.1 The Chargor irrevocably consents to all information regarding this Charge and the Financing Documents to be disclosed to the Central Credit Reference Information System (CCRIS) established by Bank Negara Malaysia for the purpose of collecting information from financial institutions regarding financing facilities granted by them to their customers.

11.18.2 The Chargor irrevocably consents to:

- (a) the Bank carrying out credit checks and obtaining credit reports and information from time to time on the Chargor's business and/or company and also on any guarantor and security provider; any shareholder (whether direct or indirect, legal or beneficial), director and officer of the Chargor's company, a guarantor and/or a security provider; any partner or member of a partnership; any office-bearer; any signatory; and any other person and/or entity having a relationship to the Chargor that is relevant to the Chargor's relationship with the Bank or any other member of HSBC Group (as applicable) (collectively, "**Data Subjects**") from any credit reporting agencies registered under the Credit Reporting Agencies Act 2010 (as listed on the Bank's website at www.hsbc.com.my); and
- (b) the Credit Bureau Malaysia sourcing and retaining information on the Chargor's business and/or company and all Data Subjects from any available data source,

and disclosing to the Bank any such information as may be requested by the Bank.

The Chargor warrants that the Chargor has been irrevocably authorised by the Data Subjects to give this consent on their behalf.

11.19 EXTENT OF CHARGE

This Charge binds the heirs, assigns, personal representatives and successors-in-title, as the case may be, of the parties hereto.

11.20 EFFECTIVE DATE

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

11.21 DISCLOSURE

The Chargor irrevocably consents to the Bank collecting, processing and disclosing information relating to or arising from or in connection with the Chargor, the Facilities, the Financing Documents or the Chargor's dealings with the Bank (including his or its accounts and other facilities presently held or which may subsequently be opened or obtained) (collectively, "**Information**") in accordance with the provisions under the Bank's Generic Terms and Conditions.

The Bank's following Generic Terms & Conditions ("GTC") (available at www.hsbc.com.my) shall be incorporated in this Charge:

- (i) GTC Clause 10 on "Collection, Processing and Sharing of Customer Information" is incorporated into this Charge.
- (ii) GTC Clause 10 is to be read together with GTC Clause 40 on "Definitions".
- (iii) GTC Clause 10 and Clause 40 may be amended from time to time in accordance with GTC Clause 7 on "Amendment of Terms & Conditions" and the prevailing version shall apply to this Charge.

Reference to "Customer" in the GTC shall be taken and read as referring to the Chargor in this Charge.

11.22 CHANGES IN LAW

Notwithstanding any provision to the contrary herein, in the event that by reason of the enactment of or the making of any new law or any change in any applicable law, regulation or regulatory requirement or in the interpretation or application thereof or the making of any request or direction from or requirement of Bank Negara Malaysia or other fiscal or monetary authority (whether or not having the force of law) that it has or will become unlawful or it is otherwise prohibited or prevented for it to maintain or give effect to all or any of its obligations as contemplated by this Charge and/or any of the Financing Documents then, notwithstanding any other provisions herein, the Chargor shall on demand forthwith pay the Indebtedness or any part thereof as outstanding, in full together with accrued interest, discount, commission, fees and late payment interest (including capitalised interest), as the case may be, thereon and any other amount payable thereunder to the Bank.

11.23 FACILITIES DOCUMENTS INCORPORATED INTO THIS CHARGE

11.23.1 The terms and conditions of the Facilities Documents shall, where not inconsistent to the context hereof and not otherwise already set out herein, be deemed to be incorporated mutatis mutandis⁵ in this Charge and be applicable hereto and all representations, warranties and covenants made in the Facilities Documents by the Customer shall be deemed to have been made by the Chargor and references to the 'Customer' in the Facilities Documents shall be read as if they were references to the Chargor.

11.23.2 In the event of any conflict or inconsistency, whether by virtue of interpretation or otherwise howsoever, between any of the provisions in the Facilities Documents and in this Charge, the provisions of the Facilities Documents shall prevail for the purpose of interpretation and enforcement of the Facilities Documents without in any manner affecting the security created under this Charge.

11.24 INDEPENDENT LEGAL ADVICE

The Chargor hereby confirms, represents and warrants to the Bank that in the execution and delivery of this Charge, the Chargor has sought, obtained and relied upon its own independent legal advice and has not relied upon any representation, statement or advice from the solicitors or agents or officers of the Bank and the Chargor hereby acknowledges that the Bank has accepted and entered into this Charge on the basis of and in full reliance upon the aforesaid confirmation, representation and warranty and the Chargor hereby further agrees, covenants and confirms that the aforesaid confirmation, representation and warranty herein shall survive and continue to have full force and effect after the execution and delivery of this Charge and notwithstanding any investigation by or on behalf of the Bank.

11.25 PROCEDURE ON NOTICE OF FUTURE CHARGE

It is hereby agreed that if the Chargor shall execute or create any further or subsequent charge mortgage or incumbrance over the Property hereby charged or any part or parts thereof in favour of any other corporation person or persons of which the Bank shall receive notice either actual or constructive the Bank may on receiving such notice forthwith open a new or separate account for the Chargor in its books. If the Bank does not in fact open such new or separate account the Bank shall nevertheless be deemed to have done so at the time the Bank received or is deemed to have received such notice ("time of notice") and as from and after the time of notice all payments in account made by the Chargor to the Bank shall (notwithstanding any legal or equitable rule of presumption to the contrary) be placed or deemed to have been placed to the credit of the new or separate account so opened or deemed to have been opened as aforesaid and shall not go in reduction of the amount due by the Chargor to the Bank at the time of notice PROVIDED ALWAYS that nothing in this Clause contained shall prejudice the security which the Bank otherwise would have had hereunder for the payment of the Indebtedness notwithstanding that the same may become due or owing or be incurred after the time of notice or be construed as an admission by the Bank that the said subsequent mortgage charge lien or encumbrance is valid and affecting this security.

11.26 COUNTERPARTS

This Charge may be executed in any number of counterparts, all of which taken together and when delivered to the Bank shall constitute one and the same instrument and any of the parties hereto may execute this Charge by signing on such counterparts.

11.27 IRREGULARITY IN FINANCING

⁵ "mutatis mutandis" means, with the necessary amendments

This security shall continue to be valid and binding for all purposes notwithstanding that the incurring of the Indebtedness or any part thereof may be invalid or in excess of the powers of the Chargor or of any director attorney partner agent or other person purporting to act on behalf of the Chargor and notwithstanding any other irregularity in incurring the Indebtedness.

11.28 CONSTRUCTION WHERE CHARGOR NOT AN INDIVIDUAL PERSON

Where the Chargor is a company any of the provisions herein contained which are applicable to the case of a single and individual person only shall be construed and take effect so as to give the Bank hereunder a security as identical or analogous as may be with or to that which would have been given for the money owing from a single individual if the Chargor had been a single individual notwithstanding any defect informality or insufficiency in the powers of the Chargor to borrow and/or to give security. Any reference to bankruptcy shall be deemed to be a reference to liquidation or other analogous proceedings and the moneys hereby secured shall be deemed to include any money owing in respect of debenture or debenture stock of the limited company or other corporation held by or on behalf of the Bank.

11.29 APPLICATION OF PROVISIONS OF THE LAND CODE

Save where hereby expressly varied or excluded every express or implied provision and agreement on the part of the Chargor contained in the Land Code shall apply to this Charge.

11.30 INDEPENDENT PAYMENT OBLIGATIONS

The Chargor agrees that each of its obligations to pay under any of the provisions of this Charge or any of the Financing Documents constitute separate and independent obligations and shall give rise to separate and independent causes of action. This means the Bank can independently of or simultaneously bring any action with or without having to commence any other action under such obligations or under any of the Financing Documents or without having first exhausted any remedy or without having first sold or disposed of any assets, properties or undertaking which may be provided as security to the Bank from time to time.

11.31 CONDITION OF DISCHARGE OR RELEASE OF CHARGOR

Any settlement or discharge between the Bank and the Chargor shall be conditional upon no security or payment to the Bank by the Chargor or any Security Provider or any other person being invalidated for any reason whatsoever or being avoided or refused or set aside by virtue of any provision or enactment or laws relating to bankruptcy insolvency or liquidation for the time being or from time to time in force or by virtue of any obligation to give effect to any preference or priority and the Bank shall be entitled to recover the value or amount of any such security or payment from the Chargor subsequently as if such settlement or discharge had not occurred.

11.32 RELEASE

Subject to the express provisions as contained in this Charge, when the Facilities are no longer available and upon payment to the Bank of the Indebtedness, the Chargor shall be entitled at his own cost and expense (including the costs of solicitors acting for the Bank) to obtain a discharge and release of the Property from the Bank and such discharge and release to be in such form as the Bank shall in the circumstances consider appropriate provided that such form shall be prepared by the solicitors appointed by the Bank and duly executed by the Bank at the cost and expense of the Chargor.

11.33 FINANCIAL CRIME RISK MANAGEMENT ACTIVITY

- 11.33.1 The Chargor shall ensure that the Chargor has never and would not:
- (i) engage, directly or indirectly, in a transaction that involves proceeds of any unlawful activity;
 - (ii) acquire, receive, possess, disguise, transfer, convert, exchange, carry, dispose, use, remove from or bring into Malaysia proceeds of any unlawful activity; or
 - (iii) conceal, disguise or impede the establishment of the true nature, origin, location, movement, disposition, title of, rights with respect to, or ownership of, proceeds of any unlawful activity.
- 11.33.2 In any event, the Chargor shall ensure that the Facilities and the Property shall not be used for any purpose that may contravene any illegal activities as stipulated under the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001⁶.
- 11.33.3 The operations of the Chargor's company/business, the Chargor's subsidiaries and/or their affiliates are and have been conducted at all times in material compliance with applicable financial recordkeeping and reporting requirements and the money laundering statutes and the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency having jurisdiction over the Chargor, any of the Chargor's subsidiaries or any of their affiliates (collectively, the "Money Laundering Laws") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Chargor, any of the Chargor's subsidiaries or any of their affiliates with respect to the Money Laundering Laws is pending or, to the best of the Chargor's knowledge, threatened.
- 11.33.4 The Bank's following Generic Terms & Conditions ("GTC") (available at www.hsbc.com.my) shall be incorporated in this Charge:
- (i) GTC Clause 8 on "Financial Crime Risk Management Activity" is incorporated into this Charge.
 - (ii) GTC Clause 8 is to be read together with GTC Clause 40 on "Definitions".
 - (iii) GTC Clause 8 and Clause 40 may be amended from time to time in accordance with GTC Clause 7 on "Amendment of Terms & Conditions" and the prevailing version shall apply to this Charge.

Reference to "Customer" in the GTC shall be taken and read as referring to the Chargor in this Charge.

11.34 ANTI-BRIBERY

Neither the Chargor and/or any of its affiliates, nor, to the Chargor's knowledge, any director, partner, officer, agent, employee or other person acting on behalf of the Chargor or any of its affiliates is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of any applicable anti-bribery law, including but not limited to, the Malaysian Anti-Corruption Commission Act 2009 (the "MACCA")⁷, the United Kingdom Bribery Act 2010 (the "UK Bribery Act")⁸ and the U.S. Foreign Corrupt Practices Act of 1977 (the "FCPA")⁹.

⁶ For more information, please visit the website of BNM on this topic (<http://amlcft.bnm.gov.my/>). The latest Act may also be downloaded from the said website

⁷ Please get the latest MACCA from the website of Malaysia Anti-Corruption Commission (<https://www.sprm.gov.my>) by clicking on the "Education" tab

⁸ Please get the latest Bribery Act 2010 and Bribery Act 2010 Guidance from the website of the United Kingdom Ministry of Justice (<https://www.gov.uk/government/organisations/ministry-of-justice>)

⁹ Please get the latest U.S. Foreign Corrupt Practices Act 1977 and the FCPA Guide from the website of the United States Department of Justice (<https://www.justice.gov/>).

Furthermore, the Chargor and, to the Chargor's knowledge, its affiliates have conducted their businesses in compliance with the MACCA, the UK Bribery Act, the FCPA and similar laws, rules or regulations and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

11.35 SANCTIONS

Neither the Chargor and/or any of its subsidiaries nor any of the Chargor's/its subsidiaries' director or partner or officer or employee, agent, or affiliate is/are an individual or entity ("Person") that is, or is owned or controlled by Persons that are (i) the target or subject of any sanctions administered or enforced by the US Department of the Treasury's Office of Foreign Assets Control, the US Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury and/or Bank Negara Malaysia (collectively, "Sanctions") or (ii) located, organised or resident in a country or territory that is, or whose government is, the target or subject of Sanctions, including, without limitation, currently the Crimea region, Cuba, Iran, North Korea, Sudan and Syria.

11.36 TAX COMPLIANCE

The Bank's following Generic Terms & Conditions ("GTC") (available at www.hsbc.com.my) shall be incorporated in this Charge:

- (i) GTC Clause 14 on "Tax Compliance" is incorporated into this Charge.
- (ii) GTC Clause 14 is to be read together with GTC Clause 40 on "Definitions".
- (iii) GTC Clause 14 and Clause 40 may be amended from time to time in accordance with GTC Clause 7 on "Amendment of Terms & Conditions" and the prevailing version shall apply to this Charge.

Reference to "Customer" in the GTC shall be taken and read as referring to the Chargor in this Charge.

11.37 CONFLICT & ORDER OF PRIORITY

The Bank's following Generic Terms & Conditions ("GTC") (available at www.hsbc.com.my) shall be incorporated in this Charge:

- (i) GTC Clause 32 on "Conflict & Order of Priority" is incorporated into this Charge.
- (ii) GTC Clause 32 is to be read together with GTC Clause 40 on "Definitions".
- (iii) GTC Clause 32 and Clause 40 may be amended from time to time in accordance with GTC Clause 7 on "Amendment of Terms & Conditions" and the prevailing version shall apply to this Charge.

Reference to "Customer" in the GTC shall be taken and read as referring to the Chargor in this Charge.

11.38 BEARER SHARES

If the Chargor is or any of the Chargor's shareholder (whether direct or indirect, legal or beneficial) is a company incorporated in a country that permits issuance of bearer shares, the Chargor confirms and warrants that neither the Chargor nor such shareholder have/has issued any bearer shares and further undertakes that neither the Chargor nor such shareholder will issue or convert any of the Chargor's shares or such shareholder's shares (as the case may be) to bearer form without the prior written consent of the Bank, failing which the Bank reserves the right to terminate the banking relationship with the Chargor.

11.39 FOREIGN EXCHANGE ADMINISTRATION RULES

The Chargor confirms and warrants that the Chargor shall, at all material times, be in compliance with the Foreign Exchange Administration Rules¹⁰ and/or other applicable rules and regulations issued by Bank Negara Malaysia from time to time (collectively, "the Rules") that may be relevant for purpose of, or incidental to, the granting and utilization of the Facilities and/or the giving and creation of the Charge over the Property, or any other security, by the Chargor in relation to the Facilities. The Chargor undertakes to register with, and/or obtain the approval of, Bank Negara Malaysia and/or the appropriate authority or regulator within such time frame as may be required by the Rules, where applicable, and to furnish the required document(s) evidencing compliance of the same to the Bank immediately thereafter.

PART 12 LAW, NOTICE AND LEGAL PROCESS

12.1 LAW

The parties hereto agree that this Charge shall be governed by the laws of Malaysia and agree to submit to the non-exclusive jurisdiction of the Courts of Malaysia and further agree that service of any Legal Process may be effected in the manner set out in Clause 12.2 hereof.

12.2 NOTICE AND LEGAL PROCESS

12.2.1 Any notice or communication hereunder shall be in writing and shall be delivered personally or by prepaid registered post (not being AR Registered post) or ordinary post or facsimile to the respective Address for Service or such other addresses as the recipient may have notified to the other party in writing or the recipient's address last known to the other party. Any notice given shall be deemed received by the party to whom it is given:

- (a) if delivered by hand, when so delivered;
- (b) if sent by post (not being AR Registered post), on the fourth day after posting;
- (c) if sent by facsimile, upon issue of the sender of a transmission control or like report from the dispatching facsimile machine which shows the relevant number of pages comprised in the notice to have been sent and the result of the transmission is successful PROVIDED ALWAYS that in the case of a facsimile notice, the notice shall for the purpose of this Charge be deemed to have been duly signed if the name of the person or company giving the notice on behalf of the sender is affixed by mechanical means or device on the said notice.

12.2.2 Any demand hereunder or any court process, including summons, may be sent by registered post (not being AR Registered post) and if sent by registered post (not being AR Registered post) to the Chargor at the Address for Service or such other addresses as the Chargor may have notified to the Bank in writing or the Chargor's address last known to the Bank, shall be deemed to be given on the fourth day after posting thereof.

12.2.3 No change in the Address for Service howsoever brought about shall be effective or binding on either party unless that party has given to the other actual notice of the

¹⁰ Foreign Exchange Administration ("FEA") rules are a set of rules administered by Bank Negara Malaysia to safeguard the value of the Malaysian currency. Residents who are dealing in foreign currencies and non-residents who are dealing in Malaysian Ringgit are required to comply when performing remittance transaction, invest in foreign currency asset or transact through External Account or Foreign Currency Accounts. Penalties may be imposed if FEA rules are not complied with. Please get the latest FEA rules from BNM's website at <http://www.bnm.gov.my/>

change of Address for Service and nothing done in reliance on Clauses 12.2.1 and 12.2.2 shall be affected or prejudiced by any subsequent change in the Address for Service over which the other party has no actual knowledge of at the time the act or thing was done or carried out.

12.3 DEATH OF PARTY (WHERE APPLICABLE)

In the case of the death of the Chargor and until the receipt by the Bank of notice in writing of the grant of probate of the will or administration of the estate of the deceased any notice or demand by the Bank sent in the manner provided for in this Charge to the deceased or his personal representatives shall for all purposes be deemed to be sufficient notice or demand by the Bank to the deceased and his personal representatives and shall be as effectual as if the deceased was still living.

Part 13 STAMPING

13.1 UPSTAMPING

In the event that the aggregate principal sums of the Facilities shall at any time exceed the amount for which ad valorem stamp duty has been paid, the principal instrument described in Clause 13.2 below shall be upstamped with additional ad valorem stamp duty to cover the excess. The stamp duty including any penalty incurred shall form part of the Indebtedness payable by the Chargor and secured by this Charge.

13.2 PRINCIPAL & SECONDARY INSTRUMENT

IT IS HEREBY AGREED AND DECLARED that this Charge, the Facilities Documents and each of the other Financing Documents are all instruments employed in one transaction in relation to the Facilities and for the purposes of Section 4(3) of Stamp Act, 1949 (Consolidated and Revised in 1989), the Facilities Document shall be deemed to be the principal instrument whilst this Charge and the other Financing Documents shall be the secondary or subsidiary instruments.

-The rest of this page is intentionally left blank -

IN WITNESS WHEREOF the hands of the Chargor and the attorneys of the Bank were hereunto written respectively the day and year first above written.

The CHARGOR

(For Corporate Chargor)

The COMMON SEAL of the Chargor)
was hereunto affixed)
in the presence of:)

.....
Director
Name:
IC No.:

.....
Director/Secretary
Name:
IC No.:

Signed by the Chargor)
in the presence of:)
)

.....
Name:
IC No.:

.....
Name:
IC No.:

The BANK

SIGNED by)
)
)
as Attorney(s) for and on behalf of)
HSBC BANK MALAYSIA BERHAD)
(Company No. 127776-V))
in the presence of:)

HSBC BANK MALAYSIA BERHAD
by its Attorney

.....

SCHEDULE 1

GENERAL PARTICULARS

Section 1: Bank

Branch Address	HSBC Bank Malaysia Berhad No. 2, Leboh Ampang 50100 Kuala Lumpur
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Section 2: Chargor

Name	
Company/Corporation Registration No.	
Address (Place of Business)	or such other address as may be notified to the Bank in writing pursuant to Clause 12.2 hereto

Section 3: Property

Details of Land Title	
Description of Building & Postal Address	

