

THIS LOAN AGREEMENT is made the day and year stated in Section 1 of Appendix A hereto Between THE BANK OF NOVA SCOTIA BERHAD (308035-U), a Bank incorporated in Malaysia and having its place of business on the Ground and Mezzanine Floors, Menara Boustead, Jalan Raja Chulan, 50734 Kuala Lumpur (hereinafter called "the Bank") of the one part And the party whose name, description and address are stated in Section 2 of Appendix A hereto (hereinafter called "the Borrower") of the other part.

## ARTICLE I Recitals

### Section 1.01 Sale Agreement

By an agreement dated the day and month and year stated in Section 3 of the Schedule hereto (hereinafter referred to as the "Sale Agreement") which expression shall, where the context so permits include any amendment(s) or variation(s) thereof and addition(s) thereto from time to time including any instrument(s) executed or from time to time executed supplemental thereto or in substitution thereof (the party whose name and particulars are more particularly specified in Section 4(i) of the Schedule hereto (hereinafter referred to as the "Developer" which expression shall, where the context so permits, includes its successors-in-title and assigns) and the party whose name and particulars are more particularly specified in Section 4(ii) of the Schedule hereto (hereinafter referred to as "the Landowner" which expression shall where the context so permits, includes its successors-in-title an assigns) agreed to sell to the Assignor all the property which is more particularly described in the Sale Agreement and Section 5 of the Schedule (hereinafter referred to as "the said Property" which expression shall, where the context so permits, include any building(s) and fixture(s) now or hereafter or from time to time erected thereon or affixed thereto including any part or portion thereof) for the consideration and upon the terms and subject to the conditions contained in the Sale Agreement.

### Section 1.02 Document of Title

A separate document of title to the Property has not been issued by the relevant authority as at the date hereof.

### Section 1.03 Application for Banking Facility

At the request of the Borrower the Bank has agreed to grant to the Borrower an Operating Overdraft Facility and/or a Term Loan referred to in Article II hereunder on condition that the Borrower assigns to the Bank all his rights title and interest in and to the Property under the Sale Agreement upon the terms and subject to the conditions hereinafter contained including all those additional terms and conditions as set out in Appendix B and/or Appendix C respectively.

## ARTICLE II Covenant To Pay

### Section 2.01A Covenant to Pay (Opening Overdraft Facility)

The Borrower hereby covenants and undertakes that he will on demand pay to the Bank all sums of money which are now or shall from time to time or at any time hereinafter be due or owing by

Borrower solely or jointly with any other person firm or company and whether as principal or surety or which the Borrower may be or become liable to the Bank anywhere on banking account or any other accounts current or otherwise or in any manner whatsoever including the balance for the time being owing for or in respect of cheques, bills, notes, drafts or other negotiable instruments accepted paid or discounted for and on behalf of the Borrower either alone or jointly with another or others or for any other payments loans credits or advances made to or for the use or accommodation or on behalf of the Borrower whether alone or jointly with another or others pursuant to or in respect of or under any guarantee or letter of credit given established or opened by the Bank for the Borrower or any contracts for the forward delivery of goods bills or specie or in respect of any other banking facilities whatsoever whether or not given upon or under any trust receipts or other security whatsoever or otherwise howsoever up to the aggregate principal amount as stated and referred to as "the Operation Overdraft Facility" in Appendix B hereto together with interest thereon at the rate prescribed thereunder above the Bank's Base Lending Rate calculated on the daily outstanding balance on the basis of the calendar year for the actual number of days elapsed (hereinafter referred to as "the Prescribed Rate" which expression shall where the context so permits includes any and such other rate which the Bank may at any time and from time to time stipulated in manner hereinafter appearing) commission discount and all other banking charges and all costs charges and other expenses which the Bank may charge in respect of any of the matters aforesaid or which the Bank may pay or incur in registering and in perfecting the present security of in enforcing or obtaining payment of such moneys or in paying any expenses of outgoings whatsoever in respect of or insuring repairing maintaining managing or realising the Property or in defending prosecuting or otherwise howsoever taking part in or attending at (whether on watching brief as observer or otherwise howsoever) any action enquiry hearing suit or other proceedings whatsoever affecting the Property and also all other payments and sums hereinafter mentioned or stipulated *and* other usual bankers' charges.

AND if when the said account or accounts current or otherwise shall be closed by demand as aforesaid or by the death of the Borrower (or where the Borrower shall be more than one person by the death of any one of them) a balance shall be owing to the Bank by the Borrower so long as the same or any part thereof shall remain owing pay to the Bank interest thereon at the Prescribed Rate with monthly rests computed from the time when such balance shall have been ascertained.

AND it is hereby further agreed and declared that the Borrower's covenant to pay the Operating Overdraft Facility shall include always the additional terms and conditions that are specifically set out in Appendix B hereto. PROVIDED ALWAYS THAT the Bank shall be at liberty and is hereby expressly authorised by the Borrower to advance or pay the whole of the Operating Overdraft Facility or such part or parts thereof to the Builder Developer Contractor Architect or such other persons responsible for or concerned with the construction of the said building or to the Vendor of or to a Bank or Financial Institution at such times in such manner by such amounts and upon such contingencies and conditions as the Bank may ~~in its absolute discretion~~ decide AND IT IS HEREBY EXPRESSLY ACKNOWLEDGED AGREED AND CONFIRMED by the Borrower that all advances and payments to such aforesaid person or persons shall for all purposes whatsoever be deemed to be and form part of the moneys secured by and owing under this Agreement and the acknowledgement or receipt of such aforesaid person or persons shall be as good and sufficient and effective as if the same had been made or given by the Borrower personally.

#### Section 2.01B Covenant to pay (Term Loan)

The Borrower hereby covenants and undertakes that he will on demand pay to the Bank the sum of Ringgit in the principal amount as stated and referred to as "the Term Loan" in Appendix C hereto (which expression shall include wherever the context so permits any balance or part thereof) lent to or advanced for the benefit of the Borrower by the Bank in one sum or by progressive releases as and when the Bank is satisfied that the state of the building or building's erected or to be erected on the Property justifies the advance together with the interest thereon at the rate prescribed thereunder above the Bank's Base Lending Rate at yearly/monthly rests (hereinafter referred to as "the Prescribed Rate" which expression shall include where and when applicable such other rate as may from time to time be substituted therefor in the manner hereinafter provided) and until demand as aforesaid will repay the Term Loan and interest thereon at the Prescribed Rate by the instalments at the times and in the manner as stated in Appendix C

hereto (hereinafter referred to as "the Instalments") the first of the Instalments to be paid on the 1st day of the month following next after the date on which the full amount of the Term Loan shall have been advanced or paid to or on behalf or for the benefit of the Borrower (or on such other date as the Bank may stipulate and the subsequent Instalments to be paid at regular successive intervals of one (1) month until the full amount of the Term Loan and all interest thereon shall have been fully paid and satisfied and including all such sums and moneys as are or may become payable by the Borrower under this Agreement and in particular (but without limiting the generality of the foregoing) all the costs charges expenses and other sums and moneys mentioned in Section 11.10 hereof.

AND (BUT WITHOUT PREJUDICE TO THE PROVISIONS HEREINBEFORE APPEARING) until such time as the Borrower shall commence to make payment of the Instalments the Borrower will pay to the Bank interest at the Prescribed Rate to be calculated on monthly rests on every sum advanced to or otherwise howsoever payable by the Borrower under this Agreement (whether the same shall form part of the Term Loan or otherwise howsoever) from the date on which the sum in question shall first be advanced or paid out by the Bank on the 1st day of every month commencing in the month following next after the said date on which such sum shall first be advanced or paid out as aforesaid.

Provided Always That the Bank shall be at liberty and is hereby expressly authorised by the Borrower to advance or pay the whole of the Term Loan or such part or parts thereof to the Builder Developer Contractor Architect or such other persons responsible for or concerned with the construction of the said building or to the Vendor of or to a Bank or Financial Institution at such times in such manner by such amounts and upon such contingencies and conditions as the Bank may ~~in its absolute discretion~~ decide and it is hereby expressly acknowledged agreed and confirmed by the Borrower that all advances and payments to such aforesaid person or persons shall for all purposes whatsoever be deemed to be and form part of the moneys secured by and owing under this Agreement and the acknowledgement or receipt of such aforesaid person or persons shall be as good and sufficient and effective as if the same had been made or given by the Borrower personally.

AND it is hereby further agreed and declared that the Borrower's covenant to pay the Term Loan shall include always the additional terms and conditions that are specifically set out in Appendix C hereto.

### ARTICLE III

#### Security

##### Section 3.01 Assignment

As security for the repayment of the Operating Overdraft Facility and/or the Term Loan referred to in Section 2.01A and/or Section 2.01B hereof outstanding from time to time under or in connection with the same and the payment of all interest thereon, bank charges and commission payable thereunder and all other monies payable or agreed to be paid by the Borrower, the Borrower hereby absolutely assigns to the Bank the full and entire of the Borrower's rights title and interest in and to and under the Sale Agreement and in the Property together with the Borrower's right of enforcement thereof or thereunder (hereinafter referred to as "the Assignment") PROVIDED ALWAYS that notwithstanding the assignment hereinbefore contained or any other provision of this Agreement the Borrower shall and hereby undertakes to continue to observe perform and be bound by all whatsoever conditions covenants and stipulations therein on the part of the Borrower expressed and contained in the Sale Agreement.

##### Section 3.02 Prohibition Against other Charges

During the continuance of this Agreement the Borrower shall not without the prior written consent of the Bank create any mortgage, charge or other encumbrance over the Property or any part or portion thereof.

##### Section 3.03 Covenant to provide further security

The Borrower shall at the request of the Bank and at the Borrower's own cost and expense charge to or deposit with the Bank the stocks and shares which are legally or beneficially owned by the Borrower, the Borrower's assets, movable property and/or the documents of title of any all immovable properties vested in the Borrower for any tenure or, at the Bank's request, cause to be charged to or deposited with the Bank all other stocks, shares, assets, movable and immovable property and/or the documents of title to any other immovable property by way of further and additional security for the repayment and payment of moneys hereby secured.

#### **Section 3.04 Liens and other Securities not affected**

Nothing herein shall prejudice or affect any lien to which the Bank is entitled or any securities which the Bank may from time to time hold for or on account of the moneys hereby secured or any part thereof or for other moneys hereby secured or any part thereof or for other moneys owing to the Bank nor shall anything herein contained operate so as to merge or otherwise affect any bill note guarantee mortgage or other security which the Bank may have for any money intended to be hereby or otherwise secured or any right or remedy of the Bank thereunder.

#### **Section 3.05 Continuing Security**

The security created by this Agreement is expressly intended to be and shall be a continuing security for all moneys whatsoever now or hereafter from time to time owing to the Bank by the Borrower whether alone or jointly and severally with another or others and whether as principal or surety notwithstanding that the Borrower may at any time or times cease to be indebted to the Bank for any period or periods and notwithstanding that the account or accounts of the Borrower with the Bank may from any cause whatsoever cease to be a current account or accounts and notwithstanding any settlement of account or accounts or otherwise.

#### **Section 3.06 Custody of Sale Agreement**

The Bank shall have the custody or possession of the Borrower's original copy of the Sale Agreement and of all other documents evidencing any right or title in the Property or any benefits or rights annexed appurtenant for relating thereto or in any way connected therewith so long as any moneys shall be owing by the Borrower to the Bank and during the continuance of this Agreement.

#### **Section 3.07 Issue of separate document of title or subsidiary strata title**

Upon issue of a separate document of title or subsidiary strata title to the Property by the Government the Borrower shall at his own cost and expense and upon being so required to do by notice in writing from the Bank take a transfer of and execute a charge over the separate document of title or subsidiary strata title to the Property such charge to be in the Bank's standard form (with such variations, thereof as the Bank may require) in favour of the Bank to secure the repayment to the Bank of the operating Overdraft Facility and/or the Term Loan referred to in Section 2.01A and/or Section 2.01B hereof the balance of monies and interest thereon at the Prescribed Rate payable and owing by the Borrower the Bank under and by virtue of this Agreement at the date of the execution of this Agreement.

#### **Section 3.08 Power of Attorney**

For the consideration aforesaid the Borrower hereby irrevocably appoints the Manager of the Bank for the time being in Kuala Lumpur the attorney of the Borrower and in the Borrower's name or in the names of the attorney or otherwise and on the Borrower's behalf to deal with the Property in any manner whatsoever and to enforce all rights and remedies under the Sale Agreement and do all other things as fully and effectually as the Borrower could do himself in connection therewith and in particular but without prejudice to the generality of the foregoing to assign sell let lease or demise the Property or any part thereof and to do all whatsoever acts and execute all whatsoever documents to give effect to such sale letting or lease or which the Bank may deem necessary or any sale by the Bank of the Borrower's rights title and interest in the Property under the power of sale conferred by this Agreement and to give a good receipt for the purchase moneys received and to take and accept delivery of a transfer of the Property from the

Developer in favour of the Borrower or the Bank as the case may be on or subject to such terms and conditions as the Bank may agree and to take and accept delivery of the separate issue document of title or a subsidiary strata title to the Property and to deliver execute and otherwise perfect a charge over the Property in favour of the Bank and also to do and perform all whatsoever acts matters and things necessary or expedient for the registration of this instrument as fully and effectually as the Borrower could do himself if the Borrower was personally present with power for such attorney to substitute and appoint one or more attorneys under them for all or any of the purposes aforesaid as they shall think fit. AND THE Borrower hereby agrees and declares that the power and authority hereby conferred are given for valuable consideration and shall remain irrevocable for a period expiring only on the registration of the transfer and charge referred to in Section 3.07 hereof and any other instrument with the appropriate authority. And the Borrower also agrees and undertakes at all times hereafter to ratify and confirm whatsoever the said attorney or their attorney or attorneys shall lawfully do or cause to be done in and concerning the Property by virtue of this Agreement.

#### **Section 3.09 Validity of Assignment**

The Assignment shall remain in full force and effect until and unless the transfer and charge referred to in Section 3.07 hereof are duly registered against the register document of title to the Property or the whole of the moneys secured by the Property together with interest thereon and all the other moneys payable to the Bank hereunder are paid in full whichever first happens.

#### **Section 3.10 Charge-in-escrow**

Contemporaneously with the execution of this Agreement the Borrower shall execute and deliver to the Bank a Charge under the National Land Code in a form and containing the terms and provisions prescribed by the Bank (hereinafter referred to as "the said Charge") with the intent that the said charge shall take effect and operate as a legal charge upon the delivery by the Developer of a separate document of title or subsidiary strata title to the Property and a duly executed transfer thereof.

### **ARTICLE IV**

#### **Covenants in respect of the Property**

##### **Section 4.01 Compliance with provisions of the Sale Agreement**

- (1) Observe and perform all the covenants, undertakings and stipulations contained in the Sale Agreement on the part of the Borrower to be observed and performed and at all times hereafter save harmless and keep the Bank indemnified against all claims demands actions penalties legal proceedings costs 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 terms agreements and provisions on the part of the Borrower contained in the Sale Agreement or otherwise.
- (2) Pay to the Developer or the Management Corporation constituted under the National Land Code as the case may be all service charges and maintenance fees payable in respect of the Property and pay and contribute towards the insurance premium, if any mentioned in the Sale Agreement and other fees costs and outgoings and all and every sum or sums of money mentioned in the Sale Agreement and for this purpose to pay such deposits as may be reasonably required as security for such, payments. In default whereof it shall be lawful for but not obligatory upon the Bank to pay the same or any part thereof.
- (3) Shall comply with all the conditions express or implied relating to or affecting the Property as well as the provisions of any Act of Parliament Ordinance enactment or

rule or law for the time being in force and of any rules regulations or orders made thereunder.

#### Section 4.02 Payments of outgoings

The Borrower acknowledges that notwithstanding that the Bank shall at any time or from time to time hold the Property as beneficial owner by virtue of the Assignment herein and/or be registered as the chargee in pursuance of Section 3.10 hereof the Borrower shall and hereby expressly agree covenant and undertake:-

- (1) to be responsible for and to pay to the Government or any local or other authority all charges dues and outgoings whatsoever whether by way of fines premia assessments rates quit rents stamp duty registration or any other charges fees or impositions whatsoever and howsoever payable in respect of the Property or in connection with the issue of any document of title to the Property. In default whereof it shall be lawful for but not obligatory upon the Bank to pay the same or any part thereof, and
- (2) to indemnify the Bank against all claims demands actions fines penalties and legal proceedings whatsoever made against or charged or imposed upon the Bank by the Government or any local or other authority or any person or body or corporation whatsoever arising from or in connection with any act or omission done or omitted to be done by any person whomsoever in or on or in respect of or pertaining to the Property.

#### section 4.03 Dealings with security

The Borrower shall not transfer sell charge or otherwise howsoever deal with the Property or any part hereof or any interest liability or lien whatsoever or make any application for the alteration of the category of land use in respect of the Property or for rescission removal or amendment of any condition or restriction affecting the Property without the written consent of the Bank first had and obtained.

#### Section 4.04 Leasing and possession

The Borrower shall not 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 building fixture structure crops or plants thereon or any part thereof to any person firm or company without the consent in writing of the Bank first had and obtained ~~which consent may be given or refused without assigning any reason therefor either absolutely or on such terms and conditions as the Bank deems fit and the decision of the Bank shall be final and conclusive.~~

#### Section 4.05 Maintenance

The Borrower shall not alter pull down or remove any building or fixtures now or any time hereafter erected on or affixed to the Property or any part thereof without the consent in writing of the Bank first had and obtained and shall forthwith replace or make good the same in the event of any such alteration pulling down or removal. Where it is intended that there is to be erected any new building or buildings on the Property or that the facilities herein are to be utilised for the purposes thereof the Borrower shall complete the erection of such building or buildings in accordance with the approved plans therefor or such amendments thereof.

#### Section 4.06 Licence

Notwithstanding anything in this Agreement contained, it is hereby declared that the Borrower shall during the continuance of the Assignment retain possession of the Property as the Licensee of the Bank and has no other right and within seven (7) days after his licence to occupy the Property has been terminated by a written notice by the Bank he will give immediate vacant possession of the Property to the Bank or to such person or persons as the Bank may direct.

#### Section 4.07 Repairs

The Borrower shall during the term of this Agreement keep any building structure or fixture now standing or which may hereafter be erected on the Property hereby charged in good and substantial repair and condition. In default whereof the Bank may at its discretion enter upon the Property hereby assigned from time to time with or without workmen, servants and agents in order to repair and keep in repair the said building, structure or fixture without becoming liable as assignee/chargee in possession and that its expenses upon receipt of a notice demanding such expenses and such expenses until it is repaid shall be a debt due from the Borrower and the Borrower shall pay interest at the Prescribed Rate for the time being payable hereunder.

#### Section 4.08 Right of inspection

The Bank and its agents and workmen shall be at liberty at all reasonable times of the day to enter into the Property and into any building or structure now or at any time hereafter erected on the Property and may have access to any fixtures thereon and to view and inspect the condition or repair thereof PROVIDED HOWEVER that if the Bank should enter and repair the same it shall not be liable as assignee/chargee in possession.

#### Section 4.09 Restriction to use of the Property

The Borrower shall not use any building upon the Property hereby assigned or suffer the same to be used for purposes other than those for which the same has been built nor to store or bring upon the Property hereby assigned/charged 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 policy or policies of insurance referred to in this Agreement may be rendered void or voidable. Upon receipt of notice in writing from the Bank that in the opinion of the Bank any user by the Borrower of the land hereby assigned/charged or any part thereof or any building thereof whether by reason of overcrowding or for any reason whatsoever is calculated to affect adversely the security of the Bank the borrower shall forthwith discontinue such user.

### ARTICLE V Insurance

#### Section 5.01 Insurance in joint names

The Borrower shall during the term of this Agreement keep the building fixture or structure whatsoever now or at any time hereafter erected on or affixed to the Property properly insured against loss or damage by fire and such other risks as the Bank may require up to the full insurable value thereof in the joint names of the Borrower and the Bank with such insurance company as may from time to time be nominated by the Bank and will deposit the policy or policies of such insurance with the Bank as assignee and will from time to time pay the premium thereon and deliver the receipts for the same to the Bank.

In addition to and not in derogation of the agreements and stipulations implied and the obligations imposed and the rights created by law custom and this Agreement the Borrower will if so required by the Bank at the cost and expense of the Borrower insure and keep insured the whole of the property thereon of an insurable nature against loss or damage by fire and such other risks and contingencies of whatsoever nature for such amount in such names and with such insurers and through such agencies as the Bank may from time to time stipulate.

#### Section 5.02 Insurance renewal

If default is made in effecting maintaining or renewing any such insurance as aforesaid it shall be lawful for but not obligatory upon the Bank at the cost and expense of the Borrower to effect maintain or renew any such insurance as aforesaid as the Bank may think fit.

Without prejudice to the provisions of this Section (and whether or not the Borrower shall be in default as aforesaid) it is agreed that if the Bank shall in its absolute discretion consider it desirable

or expedient the Bank shall be at liberty and is hereby expressly authorised by the Borrower to effect maintain or renew any such insurance as aforesaid as the Bank may think fit at the cost and expense of and for the Borrower.

#### Section 5.03 Conflicting insurance

Save and except at the request or with the consent of the Bank the Borrower shall not effect or keep on foot any insurance against any risk in respect of the said building fixture structure property and effects where the Bank or the Borrower has effected or kept on foot any such insurance as aforesaid.

#### Section 5.04 Application of insurance money

The Bank may ~~at its discretion~~ require all moneys received on any insurance of the said building fixture structure property and effects whether effected by the Bank or by the Borrower to be applied in or towards making good the loss or damage in respect of which the money is received or at the option of the Bank in or towards the discharge of any money secured hereby and the Borrower shall hold all moneys so received on such insurance in trust for the Bank and the Bank may receive and give a good discharge for all such moneys.

#### Section 5.05 Life policy

The Bank may from time to time and at any time hereafter require the Borrower to take up and maintain a life assurance policy or any other policy guaranteeing the repayment of all the moneys hereby secured or any part thereof whether absolutely or on the happening of a contingency and to assign the said policy and all benefits and advantages thereunder to the Bank as further security for all moneys hereby secured and in default by the Borrower of the taking up and maintaining of such policy and assigning the same as and when required, the Bank may in its discretion take up and maintain such policy guaranteeing the repayment of all moneys hereby secured or any part thereof on such terms as the Bank may think fit, and all costs and expenses incurred by the Bank in taking out and maintaining the said policy shall become payable by the Borrower to the Bank and until repayment of such costs and expenses, the Borrower shall in addition pay to the Bank interest thereon at the Prescribed Rate calculated until the date of receipt by the Bank of such repayment thereof from the Borrower and such sum expended and interest thereon shall be deemed to be secured on the Property in addition to the Loan and other monies and liabilities secured.

## ARTICLE VI Government Acquisition

#### Section 6.01 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 shall have assumed custody or control of the Property or shall have taken any action for the bankruptcy of or levied execution against the Borrower the Borrower 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 Borrower.

#### Section 6.02 Power to engage advisers

The Bank shall be entitled to engage such advisers and agents (including but not limited to solicitors and valuers) as it may think fit for the purposes 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 Section 6.01 hereof at the expense of the Borrower.



### Section 6.03 Application of Compensation Moneys

All moneys received as or by way of compensation in respect of any of the matters referred to in Section 6.01 be applied in or towards the discharge or repayment or any money or liability secured by this Agreement and the Borrower shall, and hereby declares that he will hold all such moneys if paid to and received by him in trust for the Bank and the Borrower agrees and confirms that the Bank may receive and give a good discharge for all such moneys.

## ARTICLE VII Events of Default

### Section 7.01 Events of Default

The Bank may ~~at its absolute discretion and~~ at anytime demand for the immediate repayment of the Operating Overdraft Facility and/or the Term Loan and ~~without prejudice to the generality of the foregoing~~ the Bank may (without any legal obligation to do so) by written notice to the Borrower declare that the Operating Overdraft Facility and/or the Term Loan shall be cancelled whereupon ~~the same shall be cancelled and~~ the Bank shall cease to be under any commitment to the Borrower; ~~and the~~ **The** total aggregate principal amount outstanding under the Operating Overdraft Facility and/or the Term Loan together with interest and all other sums payable under this Agreement ~~to~~ **shall** be forthwith due and payable, whereupon the same shall become so payable and the Borrower shall provide cash cover on demand for aid contingent liabilities of the Borrower to the Bank and for all notes or bills accepted endorsed or discounted and all bonds guarantees indemnities documentary or other credits or any instruments whatsoever from time to time entered into by the Bank for or at the request of the Borrower on the occurrence of any of the following events of default, namely:

- (1) if the Borrower fails to pay on the due date any money or to discharge any obligation or liability payable by the Borrower from time to time due to the Bank under this Agreement or if any representation warranty or undertaking from time to time made to the Bank by the Borrower is or becomes incorrect or misleading in a material respect; or
- (2) if the Borrower fails to observe or perform any of the agreements covenants stipulations terms and conditions on the part of the Borrower herein this Agreement contained, or under any other charge or security documents; or
- (3) if the Borrower shall cease or threaten to cease to carry on his business; or
- (4) if the Borrower and/or any guarantor shall die; or a petition shall be presented or an order be made or a resolution be passed for the winding up of the Borrower and/or any guarantor; or
- (5) if a Receiver and/or Manager is appointed to receive and/or manage the assets undertaking or property of the Borrower and/or any guarantor or any part thereof pursuant to any charge or debenture or otherwise; or
- (6) if the Borrower and/or any guarantor shall become bankrupt or allow any judgment against the Borrower and/or any guarantor to remain unsatisfied for a period of twenty-one (21) days; or
- (7) if the Borrower and/or any guarantor commits an act of bankruptcy or is unable to pay his debts or suspends the payment of his debts, or enters into any composition or arrangement with or for the benefit of the creditors of the Borrower and/or any guarantor; or
- (8) if a notice or proposal for compulsory acquisition of the Property shall be issued or made under or by virtue of any Ordinance Act of Parliament or other statutory provision; or
- (9) if the Bank decides in its ~~sole and absolute~~ discretion that the continuation of the Operating Overdraft Facility and/or the Term Loan would be likely to be detrimental to its own position or otherwise undesirable or that its security hereunder is in jeopardy which in the opinion of the Bank shall be final and binding upon the Borrower; or

- (10) if by reason of any change after the date of this Agreement in the 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 comply with its obligations hereunder or to continue to make available the Operating Overdraft Facility and/or the Term Loan granted to the Borrower; or
- (11) if any indebtedness of the Borrower and/or any guarantor becomes capable, in accordance with the relevant terms thereof, of being declared due prematurely by reason of a default by the Borrower and/or any guarantor in their respective obligations in respect of the same, or the Borrower and/or any guarantor fail to make any payment in respect thereof on the due date for such payment or if due on demand when demanded or the security for any such indebtedness becomes enforceable.

then and in any of such cases the Bank shall be entitled to exercise all or any of the rights and powers following:-

- (1) the right to take possession of the Property or any part or parts thereof;
- (2) the right to let lease or demise the Property or any part or parts thereof for such tenancy or term of years at such rent and generally upon such terms as the Bank in its **absolute** discretion shall think fit; and
- (3) the right and power to sell and assign the Property as the absolute unencumbered owner thereof at such price or prices and in such manner as the Bank shall ~~in its absolute discretion~~ think fit free from any interest of the Borrower hereunder or otherwise.

## ARTICLE VIII Demands and Notices

### Section 8.01 Mode of service

Any demand for payment of the monies intended to be hereby secured and any notice or request required or permitted to be given or made under this Agreement to the Borrower may be made by a notice in writing requiring payment within seven (7) days from the date thereof and the said demand or any notice by the Bank under this Agreement may be signed on behalf of the Bank by the Manager Assistant Manager or any other Officer of the Bank or by any solicitor or firm of solicitors purporting to act for the Bank and such notice shall be deemed to have been sufficiently served on the Borrower if it is left at the usual or last known address or place of residence or at the last known registered office of the Borrower or at the address above stated of the Borrower or at the usual or last known place of business of the Borrower or sent by ordinary mail or by prepaid registered post to any of such addresses and in the last mentioned case the service shall be deemed to be made ~~forty-eighty (48) hours on the second (2<sup>nd</sup>) business day after posting notwithstanding that it be undelivered or returned undelivered and in proving such service it shall be sufficient to prove that the notice was properly addressed and posted.~~

### Section 8.02 Statement of Account

The Borrower hereby agrees that a statement of account of the Borrower signed by the Manager, Assistant Manager, Accountant or any other duly authorised officer of the Bank shall be conclusive proof of the indebtedness of the Borrower.

**ARTICLE IX  
Remedies**

**Section 9.01            Statutory Notice/Breach of Covenant**

In the event of any breach by the Borrower of:

- 1)    the covenant to pay under Section 2.01A and/or Section 2.01B and such breach occurring and continuing for a period of seven (7) days it shall be lawful for the Bank forthwith to give notice requiring the Borrower to remedy the breach within a period of seven (7) days from the date on which such notice is served or deemed to be served under the provisions hereof.
  
- 2)    any of the agreements covenants terms stipulations and undertakings herein provided and on the part of the Borrower to be observed and performed (other than the covenant to pay under Section 2.01A and/or Section 2.01B) occurring and continuing for a period of seven (7) days and if such breach is capable of being remedied it shall be lawful for the Bank forthwith to give notice requiring the Borrower to remedy the said breach within a period of thirty (30) days.

Service of the statutory notice shall be effected in the manner provided in Section 8.01 hereof.

**Section 9.02    Proceeds of Sale**

The amount received or realised by the Bank on a sale of the Property under the provisions hereof shall be applied in the manner provided in Section 9.03 hereof.

**Section 9.03    Application of proceeds**

All moneys recovered or received by the Bank hereunder or from any proceedings instituted or steps taken shall be held by the Bank to apply the same:-

FIRSTLY, in the payment of rent (if any) payable to the State Authority in respect of the Property and, so far as no person other than the Borrower was responsible therefor, any other outgoings payable to 4, the State Authority or any local authority.

SECONDLY, in payment of or provision for all costs, charges, expenses and liabilities incurred by the Bank in or about the realising of any security and the remuneration of any receiver and/or manager appointed and all fees and charges payable to the Bank and all moneys payable by the Borrower or any party by way of indemnity or compensation under this Agreement.

THIRDLY, in or towards payment to the Bank the principal moneys interest costs commission and all other moneys which are then due and owing to the Bank.

FOURTHLY, in payment of the surplus (if any) to the Borrower or any other person or 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 before interest 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 of payment had been observed or any lesser amount which the sum ultimately realised from the security may be sufficient to pay.

**Section 9.04    Deficiency in Proceeds**

If the amount received recovered or realised under this Agreement after deduction and payment from the amount so received recovered or realised of all fees, costs, expenses and other outgoings on the Property, is less than the amount due to the Bank hereunder and whether in the process of such recovery or realisation the Bank is the purchaser of the Property or otherwise, the Borrower shall pay to the Bank the difference between the amount due and the amount so realised and until

payment shall also pay interest on such balance at the rate or rates stipulated hereunder or from time to time stipulated by the Bank.

#### Section 9.05 Indemnity

In addition and without prejudice to the powers rights and remedies by these presents conferred, the Borrower shall indemnify the Bank against any loss or expenses (including but not limited to legal expenses on a solicitor and client basis) which the Bank may sustain or incur as a consequence of any default in payment by the Borrower of any sum due hereunder, including (but not limited to) any interest or fees paid or payable on account of, or in respect of, any funds borrowed or deposits from third parties in order to maintain the amount in default or in liquidating or re-employing such funds or deposits.

### ARTICLE X Variation

#### Section 10.01 Variation of interest rate

Notwithstanding the provisions relating to the rate of interest as hereinafter provided in Appendix B and/or Appendix C the Bank shall be entitled at any time and from time to time to vary (which variation may take place by either varying the Prescribed Rate or the Base Lending Rate or, if the term Base Lending Rate is no longer used or applicable, such rate of interest by whatsoever term or name called as representing the rate of interest quoted by the Bank for its best customers from time to time, or the Bank's matching cost of funds or otherwise or the margin or spread above the Base Lending Rate or both or in the entire manner or mode of computation or charging or howsoever) ~~at its discretion~~ such rate of interest by serving a notice in writing on the Borrower of such its intention and such amended rate of interest shall be payable as from the date specified in the said notice. Service of such notice shall be effected in the same manner as a notice demanding payment of the balance due as hereinafter provided under Section 8.01 hereof.

#### Section 10.02 Variation of other terms in the Agreement

It is hereby expressly agreed and declared by the parties hereto that notwithstanding any of the provisions of this Agreement to the contrary, the provisions and terms of this Agreement (other than the provisions provided under Section 10.01 hereof) may at any time and from time to time be varied or amended by mutual consent of the parties hereto by means of a mutual exchange of letters and thereupon such amendments and variations shall be deemed to become effective and the relevant provisions of this Agreement shall be deemed to have been amended or varied accordingly and shall be read and construed as if such amendments and variations had been incorporated in and had formed part of this Agreement at the time of execution hereof.

### ARTICLE XI Miscellaneous

#### Section 11.01 Waiver

Time shall be the essence of this Agreement 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 upon any default on the part of the Borrower shall affect or impair any such right power privilege or remedy or be construed to be a waiver thereof of any acquiescence to such default; nor shall any waiver or action of the Bank in respect of any default or any acquiescence to any such default affect or impair any right power privilege or remedy of the Bank in respect of any other or subsequent default.

#### Section 11.02 Modification and indulgence

The Bank may at any time and without in any way affecting the validity of the security liabilities and obligations hereby created:-

- (1) **by notice in writing to the Borrower**, determine vary or increase the Operating Overdraft Facility and/or the Term Loan granted to the Borrower and may open and/or continue any account or accounts current or otherwise with the Borrower at any branch or branches of the Bank;
- (2) grant to the Borrower or to any other surety or guarantor any time or indulgence;
- (3) renew any bills notes or other negotiable securities;
- (4) deal with exchange release or modify or abstain from perfecting or enforcing any securities or other guarantees or rights it may now or at any time hereafter or from time to time have from or against the Borrower or any other person;
- (5) compound with the Borrower or any other person or guarantor;
- (6) at the request of the Borrower accept payment of any monies due or becoming due hereunder by such increased or reduced instalments as may be agreed or agree to suspend payments in reduction of principal or give such further time for payment or grant such indulgences as may be agreed;
- (7) **by notice in writing to the Borrower**, review revise amend or vary the terms and conditions of the Operating Overdraft Facility and/or the Term Loan granted to the Borrower;
- (8) have recourse to all or any remedies or means for receiving the monies hereby secured which may be available for such purpose at such time and in such order and manner as the Bank may think fit.

#### Section 11.03            Suspense account and Proof of debt

Any money received for the account of the Borrower may be placed and kept to the credit of a suspense account for so long as the Bank may in its **absolute** discretion deems fit without any obligation in the meantime to apply the same or any part thereof in or towards discharge of any monies or liabilities due or incurred by the Borrower to it. Notwithstanding any such payment in the event of any proceedings in or analogous to bankruptcy or insolvency of the Borrower the Bank may prove for and agree to accept any dividend or composition in respect of the whole or any part of the amount outstanding against the Borrower on such general balance in the same manner as if this security had not been created and no monies or dividends so received by the Bank shall be treated as received in respect of this security but the full amount hereby secured shall be payable by the Borrower until the Bank shall have received from all sources one hundred sen in the Ringgit on the ultimate balance outstanding against the Borrower. After the Bank has received such ultimate balance in full any claim on the part of the Borrower to any excess or any securities remaining with the Bank shall be a matter of adjustment between the Bank and the Borrower and/or any other person or persons laying claim thereto.

#### Section 11.04            Right of set-off

The Borrower hereby agrees that the Bank may at any time **without by notice in writing** after an event of default or in the making demand notwithstanding any settlement of account or other matter whatsoever combine or consolidate all or any of the then existing accounts of the Borrower including accounts in the name of the Bank or of the

Borrower jointly with others (whether current deposit loan or of any other nature whatsoever whether subject to notice or not and whether in Ringgit or in any other currency) wheresoever situate and set-off or transfer any sum standing to the credit of any one or more such accounts in or towards satisfaction of any monies obligations and liabilities of the Borrower to the Bank whether such liabilities be present future actual contingent primary collateral several or joint. Where such combination set-off or transfer requires the conversion of one currency into another such conversion shall be calculated at the then prevailing spot rate of exchange of the Bank (as conclusively determined by the Bank) for purchasing the currency for which the Borrower is liable with the existing currency so converted.

#### Section 11.05 Change in the Bank

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

#### Section 11.06 Change in Borrower

The security liabilities and or obligations created by this Agreement shall continue to be valid and binding for all purposes whatsoever notwithstanding any change whether by reason of bankruptcy death incorporation amalgamation liquidation reconstruction or otherwise howsoever in the name style constitution or composition of the Borrower and the expression 'the Borrower' in this Agreement shall include the persons for the time being deriving title under the Borrower and it is expressly declared that no change of any sort whatsoever in relation to or affecting the Borrower shall in any way affect the security liabilities and or obligations created by this Agreement in relation to any transaction whatsoever whether past present or future.

#### Section 11.07 Assignment

The Bank shall be at liberty at any time ~~with or without the concurrence of and with or without notice~~ by notice in writing to the Borrower to assign all its rights interests and obligations or any part thereof to such person or corporation as it deems fit ~~and the costs and expenses of the Bank and the assignee of and incidental to such assignment shall be paid by the Borrower~~ and upon such Agreement the assignee shall assume and be entitled to the rights interest and obligations of the Bank comprised in this Agreement as if the assignee had been a party to this Agreement in place of the Bank and any recital or statement therein of the amount due to the Bank under or by virtue of these presents shall be conclusive and binding for all purposes against the Borrower.

#### Section 11.08 Successors bound

This Agreement shall be binding upon the heirs liquidators receivers personal representatives and successors-in-title of the Borrower and on the successors-in-title and assigns of the Bank except that the Borrower may not assign his rights or obligations hereunder.

#### Section 11.09 Construction where Borrower not an individual person

If the name of the Borrower hereinbefore inserted is that of a limited company or other corporation any of the provisions hereinbefore contained, which are primarily and

literally 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 for the monies owing from that limited company or corporation 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 Borrower had been a single individual and any moneys shall be deemed to be so owing notwithstanding any defect informality insufficiency in the borrowing powers of the Borrower or in the exercise thereof which might be a defence as between the Borrower and the Bank. In the case of a limited company or other corporation any reference to bankruptcy shall be deemed to be a reference to liquidation or other analogous proceedings and the monies owing as aforesaid and hereby secured shall be deemed to include any monies owing in respect of debentures or debenture stock of the limited company or other corporation held by or on behalf of the Bank.

#### **Section 11.10            Costs**

The Borrower shall be liable to pay all fees and expenses in connection with or incidental to this Agreement including the Bank's solicitors fees (on a solicitor and client basis) in connection with the preparation, execution, stamping, registration and perfection of this Agreement and the documents related thereto. If the principal sum outstanding from time to time under or in connection with the Operating Overdraft Facility and/or the Term Loan or any moneys payable or agreed to be payable under this Agreement shall be required to be recovered through any process of law or be placed in the hands of solicitors for collection, the Borrower shall pay (in addition to the moneys then due and payable under the Operating Overdraft Facility and/or the Term Loan) the Bank's solicitors' fees (on a solicitor and client basis) and any other fees and expenses incurred in respect of such collection.

### **ARTICLE XII Definitions**

#### **Section 12.02            Definitions**

In this Agreement unless there is something in the subject or context inconsistent with such construction or unless it is otherwise expressly provided:-

- (1) Words importing the masculine gender include feminine and neuter genders and vice versa;
- (2) Words importing the singular number include the plural number and vice versa;
- (3) Words applicable to natural persons include any body or persons company corporation firm or partnership corporate or unincorporate;
- (4) Where there are two (2) or more persons or parties included or comprised in the expression \*the Borrower agreements covenants terms stipulations and undertakings expressed to be made by and on the part of the Borrower shall be deemed to be made by or binding upon such persons or parties jointly and severally;
- (5) The term "principal" shall include all sums and monies whatsoever advanced or paid to or on behalf of the Borrower to the Bank or otherwise howsoever payable by the Borrower to the Bank pursuant to this Agreement (whether or not the same shall form part of the Operating Overdraft Facility and/or the Term Loan) and the term "interest" shall include interest at the relevant Prescribed Rate or at such other rate or rates as the Bank may from time to time prescribe on all such sums and monies aforesaid and accordingly the expression "principal or interest" shall include all such sums and monies and interest thereon as aforesaid;

- (6) The term "year" shall mean a period of 365 days;
- (7) The term "month" shall mean A calendar month;
- (8) The "headings" of this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.

**Section 12.02 Severability**

Each of the provisions of this Agreement is severable and distinct from the others and if at any time one or more of such provision is or becomes invalid illegal or unenforceable, the validity legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

**Section 12.03 Appendix B and Appendix C**

The Borrower hereby agrees that the additional terms and conditions contained in Appendix B and/or Appendix C, shall be in addition to and not in derogation of any term or condition hereinbefore contained and subsisting between the Bank and the Borrower or any terms or conditions that may be specified in any letter of offer given by the Bank to the Borrower from time to time or in any subsequent correspondence between the Bank and the Borrower.



## APPENDIX A

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

Section 1	Date of this Agreement :
Section 2	Particulars of the Borrower :
Section 3	Date of the Sale Agreement :
Section 4(i)	Particulars of the Developer :
Section 4(ii)	Particulars of the Proprietor :
Section 5	Particulars of the Property :

Nature of Facility	Operating Overdraft Facility
Maximum aggregate amount (Principal sum)	
Rate of Interest (Prescribed Rate)	

#### APPENDIX B

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

#### Additional Terms and Conditions

##### 1. Capitalisation of interest

Subject always to the provisions of the clause next following the interest on any principal moneys for the time being hereby secured including capitalised interest shall be at the end of each calendar month be capitalised and added for all purposes to the principal sum then owing and shall thenceforth bear interest at the Prescribed Rate and be secured and payable accordingly and all the covenants and conditions contained in or implied by these presents and all powers and remedies conferred by law or by these presents and all rules or law or equity in relating to the said principal sum and interest shall equally apply to such capitalised arrears of interest and to interest on such arrears. The provisions of

this Clause shall also apply in the event the relationship between the Bank and the Borrower is terminated on demand or otherwise.

**2. Capitalised interest excluded from limit of Principal Sum**

For the purpose of ascertaining whether the limit of the principal intended to be hereby secured has been exceeded or not all accumulated and capitalised interest shall be deemed to be interest and not principal sum.

**3. Compound Interest**

The rights of the Bank to charge compound interest as conferred on the Bank by this Agreement shall subsist and continue to subsist notwithstanding the issue and/or service of a demand for payment of moneys or any of the moneys intended to be hereby secured and/or notwithstanding that the relationship of banker-borrower between the parties hereto shall have ceased for any reason by any cause whatsoever.

**4. Interest rates in other securities**

When the payment of any moneys hereby secured or intended so to be shall be further secured to the Bank by any bill of exchange, promissory note, draft receipt or other instrument reserving a higher rate of interest to be paid in respect thereof than that hereinbefore covenanted to be paid such higher rate of interest shall be payable in respect of such moneys and nothing contained in or to be implied from these presents shall affect the right of the Bank to enforce and recover payment of such higher rate of interest or as the case may be the difference between such higher rate and the rate payable hereunder.

**5. Right to convert**

Both the Bank and the Borrower shall have the right to convert the Operating Overdraft Facility to a Term Loan by giving seven (7) days's notice in writing to the other party of such its intention PROVIDED ALWAYS that in the case of the Borrower giving such notice, such notice shall be subject to the consent of the Bank first had and obtained and to such further terms and conditions as the Bank may in its **absolute** discretion prescribe.

**6. Further advances**

The Bank may at its discretion from time to time at the request of the Borrower advance to the Borrower such further sum or sums of money beyond the limit hereinbefore mentioned as the Bank may deem fit and such sum or sums so advanced shall form part of the money hereby secured.

**7. No obligation to make further advances**

Nothing contained herein shall be deemed to render it obligatory upon the Bank either at law or in equity to make or continue to make any advances or to afford any other accommodation or facilities whatsoever.

**8. Commitment fee**

In addition to the interest payable the Bank shall be entitled to debit a commitment fee of one per centum (1%) per annum (or at such rate as may from time to time be stipulated by The Association of Banks in Malaysia or such other regulatory body) or the unutilised portion of the Operating Overdraft Facility granted hereby against the account of the Borrower with the Bank at the end of each calendar month and the same shall be

capitalised and added to the principal sum then owing and shall thereafter bear interest at the Prescribed Rate and shall be secured and payable under this Agreement. It is further agreed between the Bank and the Borrower that all the covenants and conditions contained in this Agreement in relation to the principal sum and interest shall equally apply to the commitment fee and to such capitalised arrears of interest thereon.

#### 9. Periodical review

Notwithstanding the provisions herein contained the Borrower hereby agrees that the Operating Overdraft Facility granted herein shall be subject to periodical review but repayable on demand by the Bank at any time.

#### 10. Additional interest on excess overdraft

Notwithstanding anything hereinbefore contained it is hereby expressly agreed and declared by the Borrower that if the Borrower shall utilise the overdraft comprised in the Operating Overdraft Facility in excess of the limit approved by the Bank at any time hereafter and from time to time commencing on the date on which the same is made available to the Borrower the Borrower shall pay to the Bank additional interest on such part of the Operating Overdraft Facility as shall be utilised in excess by it at the end of every month at the rate of one per centum (1%) per annum above the Prescribed Rate or at such other rate as the Bank may at its ~~sole~~ discretion from time to time stipulate and until payment thereof the Borrower hereby expressly agrees that such additional interest shall be charged on the Land in addition to the principal sum hereby secured and shall form part of the moneys due under this Agreement.

#### 11. Instruments bearing Higher Interest

When the payment of any moneys hereby secured or intended so to be shall be further secured to the Bank by any bill of exchange promissory note draft receipt or other instrument reserving a higher rate of interest to be paid in respect thereof than that hereinbefore covenanted to be paid such higher rate of interest shall be payable in respect of such moneys and nothing contained in or to be implied from these presents shall affect the right of the Bank to enforce and recover payment of such higher rate of interest or as the case may be the difference between such higher rate and the rate payable hereunder.

#### 12. The Bank may open New Accounts

The Bank may close the Borrower's then current account or accounts and open a new account or accounts in lieu thereof at any time on receiving notice that the Borrower has incumbered any of its properties or assets or in the event of this security ceasing from any cause whatsoever to be binding as a continuing security on the Borrower, and no money paid or carried to the credit of such new account or accounts shall be appropriated towards or have the effect of discharging any part of the moneys owing under this security at the date such notice or at the time of this security ceasing to be so binding as a continuing security.

#### 13. Valuation of the Property

The Borrower hereby authorises the Bank to value the Property annually or at such interval as the Bank ~~shall in its absolute discretion~~ may decide by any valuer or any officer of the Bank or any person of the Bank's choice ~~at the Borrower's sole cost and expense~~ and in the event such valuation reveals that the forced sale value of the Property is lower than that at the date hereof the Bank shall have the ~~absolute~~ discretion to require the Borrower to within fourteen (14) days from the date of a notice from the Bank to

charge, pledge, mortgage or deposit with the Bank the Borrower's stocks and shares, assets, movable property and/or the issue document of title, if any, or all immovable properties vested in the Borrower of such value as the Bank may from time to time require and for such tenure as the Bank so requires by way of further and additional security for the repayment of the total amount owing for the time being under this Agreement.

14. Date of Termination

Unless the Bank shall at its **absolute** discretion decide otherwise the Operating Overdraft Facility shall be terminated on the Borrower having attained the age of fifty-five (55) years.

**APPENDIX C**  
(Which is to be taken, read and construed as an  
essential part of this Agreement)

Nature of Facility	Non-Revolving Loan
Amount (Principal Sum)	
Rate of Interest (Prescribed Rate)	
Monthly Instalment	

Number of Instalments	

### Additional Terms and Conditions

1. **Calculation of interest**
  - (i) The interest chargeable on any sum advanced or paid to or on behalf of or otherwise howsoever payable by the Borrower to the Bank under this Agreement (whether the same shall form part of the Term Loan or otherwise) from the date on which the same shall have been advanced or paid or become payable as aforesaid until the full amount of the Term Loan shall have been advanced or paid to or on behalf of or for the benefit of the Borrower shall be calculated on the amount thereof outstanding at the end of every month and shall be deemed to be due forthwith upon such sum being advanced or paid as aforesaid.
  - (ii) Until such time as the Term Loan shall have been repaid in full the Borrower shall pay to the Bank interest at the Prescribed Rate to be calculated on monthly rests on every sum advanced to or otherwise howsoever payable by the Borrower under this Agreement (whether the same shall form part of the Term Loan or otherwise howsoever) from the date on which the sum in question shall first be advanced or paid out by the Bank on the 1st day of every month commencing in its month following next after the said date on which sum shall first be advanced or paid out aforesaid.
  - (iii) No part of any Instalments to be paid by the Borrower as hereinbefore provided or any other payments which the Borrower may make to the Bank shall be deemed to be a repayment of principal until all interest due or deemed to be due to the Bank has been paid.
  - (iv) If and whenever the rate of interest payable by the Borrower under this Agreement shall be varied in the manner herein appearing the Bank may ~~at its absolute discretion~~ by notice in writing make the necessary adjustment consequent upon such variation either
    - (a) by varying the amount of any Instalments; or

(b) by varying the number of any Instalments.

2. **Compound Interest**

The rights of the Bank to charge compound interest as conferred on the Bank by this Agreement shall subsist and continue to subsist notwithstanding the issue and/or service of a demand for payment of moneys or any of the moneys intended to be hereby secured and/or notwithstanding that the relationship of banker-borrower between the parties hereto shall have ceased for any reason or by cause whatsoever.

3. **Additional interest in arrears**

In addition and without prejudice to the powers, rights and remedies herein conferred, if the Borrower shall default in the payment on due date of any one or more of the instalments of the Term Loan and/or interest or any other monies herein covenanted to be paid, the Borrower shall pay to the Bank additional charges calculated at the rate of two per centum (2%) per annum above the Bank's Prescribed Rate on such sum in arrears or any other rate or amount determined by the Bank from the date of such default up to the day or receipt by the Bank of such monies in arrears.

4. **Prepayment**

(i) **PROVIDED ALWAYS THAT IT IS HEREBY EXPRESSLY AGREED THAT NOTWITHSTANDING ANY PROVISION FOR PAYMENT BY Instalments hereinbefore contained the Borrower may at any time by giving the Bank one (1) month notice (or by paying one (1) month interest in lieu of notice) repay the whole of the moneys then owing to the Bank under this Agreement or such lesser amount being not less than RM1,000/- multiples of RM1,000/- PROVIDED that the acceptance of such lesser amount as aforesaid by the Bank shall in no way entitle the Borrower to a reduction in the amount of any Instalment but only to a reduction in the number thereof.**

(ii) **In the event that the Borrower shall exercise his aforesaid right of prepayment within three (3) years from the date of the full disbursement of the Term Loan the Borrower shall give to the Bank one (1) month notice in writing (or the payment of one (1) month interest in lieu of notice) and further pay to the Bank a premium calculated at the rate of one point five per centum (1.5%) or such other rate as the Bank may prescribe from time to time on the amount to be prepaid.**

5. **Right to convert**

Both the Bank and the Borrower shall have the right to convert the Term Loan or the amount remaining outstanding thereto to an Operating Overdraft Facility by giving seven (7) days's notice in writing to the other part of such its intention **PROVIDED ALWAYS** that in the case of the Borrower giving such notice, such notice shall be subject to the consent of the Bank first had and obtained and to such further terms and conditions as the Bank may in its **absolute** discretion prescribe.

**6. Purpose of Term Loan (Owner's occupation)**

The Borrower hereby further declares confirms undertakes and warrants as follows:-

- (i) that the Borrower shall during the continuance of this Agreement be occupying the house building or structure erected on the Property and further shall not lease let out or grant any licence or part with the possession of the house building or structure on the Property without the written consent of the Bank first had and obtained.
- (ii) in the event of any breach of the stipulations declarations and conditions set out above the Bank shall be entitled by notice in writing to recall the Term Loan forthwith.

**7. Guarantees and undertakings by the Bank**

In the consideration of:-

- (i) the Bank having at the request of the Borrower given its express or implied undertaking, guarantee or covenant to the developer of the Property or its solicitors or firm of solicitors purporting to act for the said developer to pay; or
- (ii) the Bank having at the request of the Borrower given its express or implied undertaking, guarantee or covenant to pay the Bank's solicitors to enable the Bank's solicitors to give to the said developer or the developer's solicitors their solicitor's undertaking to pay;

the balance purchase price payable by the Borrower under the agreement of sale of the Property progressively in accordance with the schedule of construction of the building now in the course of erection on the land the Borrower agrees (in addition to the Property being assigned as provided hereof) that the Property is assigned for the benefit of the Bank with the payment of all monies undertaken or guaranteed or covenanted to be paid by the Bank to the developer or the developer's solicitors or the Bank's solicitors, as the case may be.



**AS WITNESS WHEREOF both parties have hereunto set their hands the day and year first  
abovewritten.**

**Signed by the Borrower                    )**  
**)**  
**in the presence of:-                        )**

**Signed for and on behalf of                )**  
**)**  
**the Bank by its Attorney in                )**  
**)**  
**the presence of:-                            )**

I, \_\_\_\_\_ an Advocate & Solicitor of the High Court of Malaya  
practicing at \_\_\_\_\_ hereby certify that the signature of the Borrower  
abovenamed was written in my presence on the \_\_\_\_\_ and is to my own  
personal knowledge the true signature of \_\_\_\_\_

who has/have acknowledged to me that he/she/they is/are of full age and that he/she/they  
has/have voluntarily executed this instrument.

Witness my hand,