

Summary of Revision

We have updated our mortgage loan/ financing agreements to apply the principles of fair treatment and to simplify the terms for customers' easy understanding. Please be assured that the revised terms and conditions shall have no effect on the existing commercial terms for the Financing Products accepted/ signed by you and we have not taken away any of your rights and obligations. The revised terms and conditions shall take effect from 22 February 2022.

(A) Terms and Conditions for Housing Loan (HL) and/or Term Loan (TL) and/or Overdraft (Annexed to the Letter of Offer)

No.	Provision	New/Revised Clause
1.	OD Facility	<p><u>The following clauses have been revised:</u></p> <p>Review of Account The Bank shall be entitled to review the granting and/or continuation of the OD facility at any time and from time to time, irrespective of whether or not the OD facility or any part thereof has been utilised or disbursed or whether any event of default has occurred, according to its policies.</p> <p>Upon any such review, the Bank shall be entitled to exercise any of its rights and powers to withdraw, cancel, suspend, terminate or recall the OD facility or any part thereof with notice to you, and you hereby agree to immediately accept such decision and/or repay to the Bank the indebtedness then due and outstanding under the OD facility.</p> <p>Property Valuation The Property charged to the Bank as security will be required to be inspected and valued by the Bank's appointed valuers at the time when the facility is first granted and is also subject to periodical revaluation should the Bank consider such revaluation is necessary, according to its policies.</p> <p>You may conduct a formal valuation with the Bank's panel valuer for the market value of the Property at you own costs and expenses. If upon such valuation the Bank shall consider that the security is insufficient, the Bank is entitled to reduce the amount of the facility according to its policies notwithstanding the completion of the loan/security documentations.</p>
2.	Other Conditions	<p><u>The following clauses have been revised:</u></p> <p>Variation of Interest Rates The Bank may at its discretion vary the Base Rate (BR), according to its policies, the rate of interest imposed above the BR (including the default rate), the commission or any other charges from time to time with prior notice.</p> <p>a) Housing Loan (HL) and/or Term Loan (TL) Any instalment/interest payment amount that is overdue on the first (1st) of the month, including instalment/interest payment amount that is partially</p>

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		<p>paid shall be deemed as arrears.</p> <p><u>Default Rate</u> The Bank shall be entitled to vary the Prescribed Rate which the variation shall not be more than 3.00% per annum above the Prescribed Rate or such other rate as the Bank may prescribe from time to time on the total balance outstanding of the loan, in the event that the account is in arrears for more than three (3) months or you have defaulted more than three (3) monthly instalments/interest payments ("Additional Interest Rate").</p> <p>The Additional Interest Rate is displayed in the Bank's website and you may refer to https://www.alliancebank.com.my/ for the latest information.</p> <p>The interest rate shall be reverted back to the Prescribed Rate in the following month upon full settlement of the arrears.</p> <p>b) Overdraft Facility (OD)</p> <p>When an overdraft facility is granted, you should not withdraw funds in excess of the overdraft limit. Interest at the rate of 1.00% per annum above the Prescribed Rate shall be charged on all sums drawn in excess of the limit ("Additional Interest Rate").</p> <p><u>Default Rate</u> The Bank shall charge an Additional Interest Rate of not more than 3.00% per annum above the Prescribed Rate or such other rate as the Bank may prescribe from time to time according to its policies, in the event that the overdraft facility is in default.</p> <p>The Additional Interest Rate is displayed in the Bank's website and you may refer to https://www.alliancebank.com.my/ for the latest information.</p> <p>Increased interest rate for delinquent or non-performing accounts If you fail to pay the Bank any monies (whether the Credit Facilities instalment or otherwise) due and payable to the Bank on demand or on the due date(s) hereof (or if not stated, a period of sixty (60) days or any other period as the Bank may from time to time decide in its discretion), upon expiry of such period, the Prescribed Rate for the Credit Facilities shall automatically be revised to the Default Rate (or such other rate as the Bank may decide according to its policies) with notice to you. In the case of default causing the entire Credit Facilities to be recalled or brought to court for judgment, the Default Rate will continue to apply even if the banker-customer</p>

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		<p>relationship between you and the Bank is terminated or has ceased.</p> <p>Special condition(s)</p> <ul style="list-style-type: none"> i. In the event that the construction of the unit purchased is abandoned for any reasons, you undertake to service the interest and repay any principal amount released by us on your behalf on demand. ii. If there shall be any material change in your financial condition or the Bank becomes aware of any event which is not disclosed by you to the Bank which in the Bank's opinion according to its policies, is likely to prejudice your ability to service the credit facility and interest thereon, the Bank reserves the right to withdraw this offer. <p><u>The following conditions under "Availability" clause have been updated:</u></p> <ul style="list-style-type: none"> i. The availability of the credit facilities is subject to completion of all loan documentation to the satisfaction of the Bank within three (3) months from the date of acceptance of this offer including compliance with any condition or restriction in the Master Title (if any). Note: "Completion" means completion of all required acts and action by the Borrower including but not limited to signing of all loan documentation, furnishing of relevant documents of authorisation and payment of stamp duty. ii. This facility is subject to periodic reviews and in accordance with bank's policies, it is subject to our customary over-riding right of recall in the event of default. iii. In the event that the property financed herein shall not be completed within the stipulated time provided for in the Sale and Purchase Agreement (SPA), you hereby authorise the Bank to deal with claims for progressive payment by the developer in any manner according to Bank's policies. <p><u>The following conditions under "Eligible to apply for Alliance Bank Credit Card (Not Applicable For Bank Negara Malaysia Quota Loans, Syarikat Jaminan Kredit Perumahan Berhad Housing Guarantee Scheme (SJKP) and PPR (MTEN)/DBKL Project)" clause have been updated:</u></p> <p>Upon receiving your Credit Card application and notwithstanding the approval of the HL/TL facilities, please note that your Credit Card application is subject to a separate credit assessment by our Card & Payment Services Department and the Bank reserves the right to approve or reject your Credit Card application according to its policies without assigning any reason.</p>

No.	Provision	New/Revised Clause
		<p><u>The following conditions under "Insurance" clause have been revised:</u></p> <p>1. Fire Insurance</p> <p>You undertake and covenant with the Bank that you will at all times insure and keep insured your assets which are charged to the Bank and which are of an insurable nature against loss or damage with an insurance company. You are required to submit to the Bank on a yearly basis the insurance policy over the assets which are endorsed in favour of the Bank as the chargee or loss payee,</p> <p>In the event that there is a default in effecting, maintain or renewing any insurance policy(ies) and/or proof of the renewal is not furnished to the Bank upon expiry, the Bank will purchase and maintain insurance policy(ies) on your behalf from the Bank's panel insurer or from such other insurance companies of your choice with the Bank's interest as chargee and loss payee endorsed thereon. All policies will be taken up at your costs and expenses and the Bank reserves the right to pay the premium for any policy on your behalf and all premium paid will be debited to your account with the Bank.</p> <p>However, should you choose to take up the insurance policy(ies) from an insurance provider of your choice from the Bank's panel of insurer or one which is not listed in the Bank's panel of insurers, you must give a prior notice to the Bank and the following conditions must be strictly adhered to:</p> <ol style="list-style-type: none"> sum insured must be sufficient/adequate in the opinion of the Bank; Alliance Bank Malaysia Berhad (ABMB) must be endorsed on the policy as assignee/mortgagee/loss payee; a copy of the insurance policy must be forwarded to the Bank for safekeeping; and a copy of the insurance policy upon yearly renewal together with proof of payment must be forwarded to the Bank at least one (1) month before the expiry date of the preceding policy. <p>In the event of failure to adhere to any one or more of the above-mentioned conditions, the Bank reserves the right to purchase the fire/houseowner insurance policy(ies) from the Bank's panel of insurers on your behalf to protect your and Bank's interest and the premium shall be debited from your loan account.</p> <p><u>Early Disbursement of Facility(ies) For MRTA/MLTA Only:</u> We may at our discretion allow disbursement of the Facility(ies) prior to the completion and/or commencement</p>

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		<p>of the MRTA/MLTA ("Early Disbursement") provided always you shall procure and deliver to us the MRTA/MLTA certificate with our interest as beneficiary/loss payee duly endorsed within two (2) months from the date the Early Disbursement was effected. In the event we exercise the discretion to allow Early Disbursement and the MRTA/MLTA is not approved, the Interest Rate for the Facility(ies) shall be increased with prior notice by 0.10% per annum or for such other quantum of interest to be determined solely by us according to our policies.</p> <p>We shall not be responsible for any damage or loss, direct or indirect that may be occasioned as a result of failure on your part to ensure that the MRTA/MLTA policy is successfully taken out and/or the Bank is duly endorsed as the beneficiary/loss payee and/or due to the Early Disbursement.</p> <p>The early release of the Facility(ies) should not be construed as a waiver by us on the Terms and Conditions as stipulated herein and/or the Facilities Agreement and we are at liberty at any time to insist on full compliance and fulfilment on your part of all conditions in this Letter of Offer and the Facilities Agreement.</p> <p>In addition, in the event there is default in repayment of the Facility(ies) or breach of any of the Terms and Conditions governing the Facility(ies), we may at our discretion (but not obliged to), exercise our option to terminate the MRTA/MLTA and apply the surrender value for the MRTA/MLTA towards reduction of the outstanding sum of the Facility(ies).</p>

**(B) Alliance Bank Malaysia Berhad ("the Bank") Standard Terms and Conditions for Credit Facilities
(Annexed to the Letter of Offer)**

No.	Provision	New/Revised Clause
1.	Implementation (Clause 1)	<p><u>This clause has been revised:</u></p> <p>1.1.4. The Bank shall have the right to implement a part only of the Credit Facilities and/or change the terms of its use from time to time according to its policies.</p> <p>1.2. The Bank shall not be responsible for any loss or damage to the Borrower on account of a delay in executing documents pertaining to the Credit Facilities or the disbursement of any part of the Credit Facilities which is not attributable to the Bank.</p> <p>1.3 The Bank is entitled to cancel the Credit Facilities at any time in the event the Borrower does not comply with any condition stated in this Letter of Offer and</p>

No.	Provision	New/Revised Clause subsequent to it.
2.	Conditions Precedent (Clause 3)	<p><u>The following clauses have been revised:</u></p> <p>The Credit Facilities will be made available to the Borrower upon fulfilment of the following conditions precedent:</p> <ul style="list-style-type: none"> a) all security documents which are required herein and/or such other documents as may be required by the Bank and/or its solicitors shall have been executed by the relevant parties, duly stamped and registered at such registries where necessary or expedient; b) the Borrower shall have paid all fees or charges payable or agreed to be paid by the Borrower to the Bank for or in connection with the Credit Facilities; c) no Event of Default (or no event which with the giving of notice or lapse of time or both would constitute an Event of Default) shall have occurred or be continuing; d) no extraordinary circumstances or change of law or other governmental action shall have occurred which makes it improbable that the Borrower will be able to observe or perform the covenants and obligations herein; e) upon the Bank or its solicitors have conducted the relevant searches on the Borrower and security providers at the appropriate registries and the results thereof are satisfactory to the Bank and its solicitors; and e) the Bank being satisfied that all such other conditions precedent which the Bank may stipulate, whether in these Standard Terms and Conditions and the Letter of Offer have been complied with.
3.	Security Margin (Clause 6)	<p><u>The following clauses have been revised:</u></p> <p>If the market value of any security falls below what the Bank considers to be an adequate security margin according to its policies, the Bank shall be entitled, without prejudice to any other rights that the Bank may have, with prior notice to reduce the credit limits and/or withhold further disbursements and/or require repayment and/or payment of such amount as the Bank may specify including prepayment of any loan and/or to require additional security acceptable to the Bank to be furnished</p>
4.	Right of Debit (Clause 7.2)	<p><u>The following clauses have been revised:</u></p> <p>7.2 If such debiting (as mentioned in Clause 7.1 above) causes the Borrower's current account to be overdrawn within the approved overdraft limit granted to the Borrower, interest at the prevailing overdraft rate applicable to the Borrower shall be payable. If such</p>

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		debiting causes the Borrower's account to be overdrawn in excess of the approved overdraft limit granted to the Borrower, or if the Borrower has not been granted any overdraft facilities, then interest shall be charged at such rate(s) as the Bank may stipulate from time to time according to its policies.
5.	Application of Monies (Clause 8)	<p><u>The following clauses have been revised:</u></p> <p>If any sum(s) paid or recovered in respect of the Borrower's liabilities in respect of the Credit Facilities granted herein is less than the amount then owing, the Bank shall have the right to (but shall not be obligated to) apply that sum to the principal, interest, fees, charges, expenses or amount due in such order and proportions and in such manner according to its policies or to credit the same or part thereof to a suspense account.</p>
6.	Costs Expenses and Fees (Clause 10.2)	<p><u>The following clauses have been revised:</u></p> <p>10.2. Where the Borrower is in default of payment of insurance premiums, legal or inspection or valuation fees, stamp duty or other out of pocket expenses of any kind, the Bank may at its discretion (but shall not be obligated to) where applicable, meet such expenses, and shall have the right to charge interest on all such amounts due and unpaid or expended on behalf of the Borrower at such rate as the Bank shall from time to time determine according to its policies</p>
7.	Events of Default (Clause 12.1.2)	<p><u>The following clauses have been revised:</u></p> <p>12.1.2. If any warranty, representation, statement or declaration made or documents and/or information provided by the Borrower or any guarantor/security party from time to time is in the Bank's opinion untrue or incorrect in any respect; according to its policies.</p> <p>12.1.8. If there occurs any event or circumstances arise including changes in the financial condition of the Borrower which, in the opinion of the Bank and according to its policies, would materially and adversely affect the Borrower's ability to perform it/his obligations hereunder;</p>
8.	Disclosure (Clause 13)	<p><u>The following clauses have been revised:</u></p> <p>13.1 The Borrower consents to and authorises the Bank and its officers and employees to disclose and furnish information concerning the Borrower's particulars and affairs (financial or otherwise), account details, relationship with the Bank, the terms of agreement and any other matters relating to the Borrower or its business and operations to the following classes of persons in</p>

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		<p>such manner and to such extent as the Bank at its discretion may consider necessary:</p> <p>f) Central Credit Reference Information System, and credit bureaus, credit reporting agencies and corporations (registered under Credit Reporting Agency 2010 Act) which has been set up for the purposes of collecting and providing credit information</p> <p><u>The following clauses have been removed:</u></p> <p>h) any entity which the Bank deems fit taking into consideration public interest, allegations of fraud/forgery/any crime allegedly committed through the Account and/or by the Borrower;</p>
9.	Review (Clause 18)	<p><u>The following clauses have been revised:</u></p> <p>The Credit Facilities may be reviewed from time to time at the Bank's discretion, according to its policies and the Bank reserves the right to amend, add to, modify and/or vary all or any of the terms and conditions in respect of the Credit Facilities with prior notice to the Borrower. In accordance with normal banking practice, the Credit Facilities are subject to the Bank's customary over-riding right of repayment on demand.</p>
10.	General (Clause 20)	<p><u>The following clauses have been removed:</u></p> <p>20.3. The Bank reserves the right to close the Borrower's account once the Borrower has been blacklisted by the DCHEQS (Dishonoured Cheques) and to demand repayment of all sums owed by the Borrower.</p> <p>20.4. The Bank shall at its discretion be entitled to utilise and appropriate any moneys received in any manner howsoever it deems fit.</p>

(C) Facilities Agreement

No.	Provision	New/Revised Clause
1.	Opening Recitals	<p>C The Bank may, from time to time after the date of this Agreement at the Borrower's request or application, according to its policies, issue any further or other letter of offer to the Borrower to offer additional, further or other loan/financing, credit or banking facility/facilities on terms, among others, that:</p> <p>(i) this Agreement shall govern such additional, further or other loan/financing, credit or banking facility/facilities; and/or</p> <p>(ii) this Agreement is to be the principal or primary instrument for such additional, further</p>

No.	Provision	New/Revised Clause
		<p>or other loan(s)/ financing, credit or banking facility/ facilities; and/or</p> <p>(iii) this Agreement is to be "upstamped" to cover or secure such additional, further or other loan(s)/financing, credit or banking facility/facilities.</p> <p>It is therefore intended that this Agreement shall also govern, and the terms and conditions of this Agreement shall also apply to, all such additional, further and other loan/financing, credit or banking facility/facilities as may be offered by the Bank from time to time as mentioned above and which are accepted by the Borrower.</p>
2.	INTERPRETATION (Clause 1.3)	<p>1.3.1 Where the "Borrower" consists of two (2) or more persons:</p> <p>(b) all agreements, covenants, undertakings, representations, warranties, terms, conditions and other obligations in this Agreement which are expressed or implied on the part of the Borrower or which are to be performed, complied with or observed by the Borrower or which are otherwise applicable to the Borrower shall be made by, and shall be binding on and enforceable against, all those persons jointly and severally;</p>
3.	THE FACILITIES & THE LETTERS OF OFFER (Clause 2.2)	The Letters of Offer are part of this Agreement, and the provisions of the Letters of Offer are incorporated in this Agreement with such changes only as necessary to make the provisions of the Letters of Offer consistent with the provisions of this Agreement.
4.	PURPOSE, AVAILABILITY & DRAWDOWN/DISBURSEMENT (Clause 3.5)	The Bank shall be at liberty and is hereby expressly authorised by the Borrower to give such undertakings or release, advance or pay the whole of the Facilities or such part or parts thereof to or in favour of any person as may be entitled thereto or on behalf to any vendor, developer, builder, architect, contractor or the existing chargee of the property, or to any financial institution or other person having an interest in the property or any of the aforesaid persons' representatives by one lump sum or progressively or otherwise at such times in such manner for such amounts and upon such contingencies and conditions in accordance with such undertakings which the Bank may give or require from such parties according to its policies. It is hereby agreed that such express authorisation as aforesaid shall be irrevocable and it is hereby expressly acknowledged, agreed and confirmed by the Borrower that all amounts so paid shall be part of the Facilities made hereunder and the acknowledgement or receipt of the aforesaid parties shall be the same as it had been made or given by the Borrower personally and it is hereby further irrevocably agreed and confirmed by the

No.	Provision	New/Revised Clause
		Borrower that the Borrower shall not be entitled to object to or restrain such payment by the Bank once the undertaking stated herein has been given by the Bank.
5.	INTEREST (Clause 4.1.2)	<u>Payment:</u> Unless otherwise stated in the relevant Letter of Offer or unless the Bank otherwise decides or requires, interest payable by the Borrower under each Facility will be debited to the Borrower's account at the end of every calendar month and will be immediately due to the Bank, and must be paid to the Bank monthly in arrears on the first day of every calendar month.
6.	INTEREST (Clause 4.2.2)	<u>Payment:</u> Unless otherwise stated in the relevant Letter of Offer or unless otherwise required by the Bank, additional interest payable by the Borrower for late payment of overdue amounts will be debited to the Borrower's account at the end of every calendar month and will be immediately due to the Bank, and must be paid to the Bank immediately when due.
7.	INTEREST (Clause 4.5.2)	<u>Payment:</u> Unless otherwise stated in the Letter of Offer or unless the Bank otherwise decides or requires, interest payable by the Borrower on overdrawn amounts or excess amounts may be debited to the Borrower's account at the end of every calendar month and will be immediately due to the Bank, and must be paid to the Bank immediately when due.
8.	VARIATION OF INTEREST RATES (Clause 5.1.2)	<p>The Bank may give prior notice of the varied Base Rate, or as the case may be, the varied Base Lending Rate:</p> <ul style="list-style-type: none"> (a) by publication of a general notice of the varied Base Rate or varied Base Lending Rate (as the case may be) addressed to the public generally in one issue of any daily national newspaper of the Bank's choice; or (b) by publication of a general notice of the varied Base Rate or varied Base Lending Rate (as the case may be) on the Bank's website; or (c) by displaying a general notice of the varied Base Rate or varied Base Lending Rate (as the case may be) in or about any of the Bank's places of business, branches or premises; or (d) by including a general notice of the varied Base Rate or varied Base Lending Rate (as the case may be) in any statement of account or any other notice given by the Bank to the Borrower at any time; or (e) by any other means according to its policies. <p>The Bank on giving prior notice of the varied Base Rate or varied Base Lending Rate (as the case may be) in any manner as mentioned above will be deemed to have duly given the Borrower notice of the varied Base Rate or varied Base</p>

No.	Provision	New/Revised Clause
		Lending Rate (as the case may be) and the date on which such variation takes effect.
9.	VARIATION OF INTEREST RATES (Clause 5.2.1)	<p>Regardless of the prescribed interest rate for each Facility stated or mentioned in the relevant Letter of Offer or decided by the Bank from time to time pursuant to this Agreement and regardless of whatever else stated or implied in this Agreement or any Letter of Offer, the Bank is entitled at any time and from time to time, to vary the prescribed interest rate for any Facility as the Bank thinks fit in its discretion, whether:-</p> <ul style="list-style-type: none"> (a) by varying the Base Rate or Base Lending Rate or any other reference rate (if any) used in determining the prescribed interest rate for that Facility, as the case may be; (b) by varying the interest margin/spread comprised in the prescribed interest rate for that Facility; (c) by changing the reference rate used in determining the prescribed interest rate for that Facility (for example, if the reference rate for determining the prescribed interest rate for that Facility is the Base Lending Rate, by changing such reference rate from the Base Lending Rate to the Base Rate or the Effective Cost of Funds (defined below) as accordance to its policies, or vice versa); (d) by a combination of any two or more of the above.
10.	VARIATION OF INTEREST RATES (Clause 5.2.2)	Any variation of the prescribed interest rate for any Facility by the Bank pursuant to <u>Clause 5.2.1</u> will take effect on such date as the Bank may decide according to its policies.
11.	VARIATION OF INTEREST RATES (Clause 5.2.4)	<p><u>This clause has been removed:</u></p> <p>Where the prescribed interest rate for a Facility is varied as a result solely of a variation of the Base Rate or Base Lending Rate (as the case may be):(a) the Borrower irrevocably waives the requirement for notice of the varied prescribed interest rate for that Facility to be given by the Bank to the Borrower, and agrees that the Bank is not obliged or required to give to the Borrower any notice (whether written or otherwise) of the varied prescribed interest rate for that Facility as a result of a variation of the Base Rate or Base Lending Rate (as the case may be); and</p>
12.	FURTHER ADVANCES / ADDITIONAL FACILITIES (Clause 9)	<p>The Bank may at any time or from time to time (but is not obliged) at the request of the Borrower:</p> <ul style="list-style-type: none"> (a) lend or make further advances to or for the benefit of the Borrower; and/or (b) grant or make available to the Borrower any additional, further and/or other loan(s) and/or financing, credit or banking facility/facilities,

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		as at its discretion according to its policies (even if this is or will be beyond the total principal amount for which ad valorem stamp duty is or has been paid on this Agreement from time to time or for the time being) and subject to such terms and conditions as the Bank may decide and stipulate in its discretion, including on terms (amongst others) that this Agreement is to be the principal or primary instrument for such further advances and such additional, further and/or other loans/financing, credit or banking facilities.
13.	STANDING INSTRUCTIONS TO DEBIT BORROWER'S ACCOUNT OR ACCOUNTS (Clause 12.2.1)	The Borrower hereby by way of standing instructions to the Bank, irrevocably authorises the Bank to debit to and pay from the Servicing Account (or where there is more than one Servicing Account, from the relevant Servicing Account), including where applicable, the balance on any present or future overdraft (if any) under the Servicing Account (or where there is more than one Servicing Account, the relevant Servicing Account as determined by the Bank, or as the case may be, any of the Servicing Accounts) the sum of moneys (whether a loan repayment instalment, principal sum, interest, commission, commitment fee, facility fee, banking charges or any other fees, charges, costs, expenses, taxes (including in particular but not limited to, sales and services tax or otherwise) from time to time owing or payable by the Borrower to the Bank under or in connection with each or any Facility or any Letter of Offer or this Agreement or any other Security Document, as and when such sum is due to or demanded by the Bank, or at any time after that according to its policies, together with such commission or charges as the Bank may impose or levy in accordance with its policies for effecting payment pursuant to standing instructions PROVIDED HOWEVER THAT the debiting of any sum or sums of moneys to any Servicing Account as mentioned above will not be treated as payment of such sum or sums of moneys except to the extent of any amount in credit in the Servicing Account which is debited (for the purposes of this <u>Clause 12</u> , the standing instructions given by the Borrower to the Bank above, the "Standing Instructions").
14.	STANDING INSTRUCTIONS TO DEBIT BORROWER'S ACCOUNT OR ACCOUNTS (Clause 12.3.1)	<p>The Borrower acknowledges that the Bank's acceptance of the Standing Instructions is expressly subject to the following terms and conditions (which the Borrower accepts and agrees):</p> <p>12.3.1 that the Bank accepts no responsibility to debit and pay from the Servicing Account (or where more than one, from the relevant Servicing Account or any Servicing Account) in accordance with the Standing Instructions, any sum of moneys owing or payable by the Borrower and will not be liable for any refusal or omission to make, or any delay or error in making, any payment pursuant to the Standing Instructions save and except for reasons attributable to the Bank;</p>
15.	STANDING INSTRUCTIONS TO DEBIT BORROWER'S	that if on any date on which any sum of moneys payable by

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	ACCOUNT OR ACCOUNTS (Clause 12.3.2)	<p>the Borrower to the Bank is to be debited to and paid from the Servicing Account (or where more than one, from the relevant Servicing Account, or as the case may be, any Servicing Account), there are insufficient funds in the Servicing Account or the relevant Servicing Account or any of the Servicing Accounts (as the case may be) for full payment of that sum of moneys:</p> <ul style="list-style-type: none"> (a) the Bank is not and will not be obliged to do so on that date or on any later date even if there are sufficient funds in the Servicing Account or the relevant Servicing Account or any of the Servicing Accounts (as the case may be) on any later date to do so, and will not be liable to the Borrower for not doing so; and (b) the Bank may however at its discretion accordance to its policies (and is hereby irrevocably authorised by the Borrower to) on any later date (but not necessarily on the first date) on which there are sufficient funds in the Servicing Account or the relevant Servicing Account or any of the Servicing Accounts (as the case may be), debit to and pay from such Servicing Account that sum of moneys or any part of such sum of moneys;
16.	STANDING INSTRUCTIONS TO DEBIT BORROWER'S ACCOUNT OR ACCOUNTS (Clause 12.3.5)	<p>The Borrower must indemnify the Bank against all losses, costs, damages, expenses, claims and demands which the Bank may incur pay or sustain or which may be made against the Bank by any person(s) at any time by reason of the Bank carrying out or not carrying out the Standing Instructions of the Borrower.</p>
17.	SECURITY (Clause 15.5)	<p>If at any time the market value of any property or other asset charged or otherwise provided as security to the Bank under any Security Document falls below its market value as at the date it was first offered or provided to the Bank as security, the Bank has the right by notice in writing to the Borrower, to require the Borrower to provide further security to the Bank which is acceptable to the Bank according to its policies. Within fourteen (14) days of the date on which the Bank's written notice mentioned above is served (or deemed to have been served) on the Borrower:</p> <ul style="list-style-type: none"> (a) the Borrower must provide (or procure to be provided) to the Bank such further security; and (b) for this purpose, the Borrower must sign or execute and/or procure the relevant person(s) to sign or execute (as the case may be) such security document(s) and other document(s), and perform and/or procure the relevant person(s) to perform (as the case may be) all acts and things which are necessary or required by the Bank so that such further security is immediately created and perfected in favour of the Bank to the satisfaction of the Bank.

No.	Provision	New/Revised Clause
18.	DEFAULT (Clause 17.2)	<p>The Bank may immediately upon or at any time after any Event of Default occurs or arises (and whether or not that Event of Default is continuing), and without prejudice to any of its other rights or remedies under or on connection with this Agreement or any of the other Security Documents, by written notice to the Borrower:</p> <ul style="list-style-type: none"> (a) terminate, recall or cancel the Facilities, whereupon the Bank shall immediately cease to have any further commitments or obligations to the Borrower under the Facilities; and/or (b) declare that the whole of the Indebtedness has become immediately due and payable by the Borrower to the Bank; and/or (c) demand the immediate payment of the whole of the Indebtedness by the Borrower to the Bank, <p>AND immediately upon the giving of any written notice by the Bank to the Borrower as mentioned above, the whole of the Indebtedness will become immediately due and payable by the Borrower to the Bank, AND the Borrower must immediately, and in any event, within seven (7) days of the date on which the written notice is served (or deemed as served) on the Borrower (or any longer period, if any, for this purpose as may be decided by the Bank according to its policies and specified in the written notice), pay the whole of the Indebtedness (including all unpaid accrued interest) to the Bank, together with interest accruing thereon (both before and after any court order or judgment) until full payment to the Bank.</p>
19.	RIGHTS AND POWERS OF THE BANK (Clause 19.3.1)	<p>The Bank may (and is hereby authorised by the Borrower) immediately upon or at any time after any Event of Default occurs or arises (and provided that it has given the Borrower at least seven (7) days' written notice of its intention to exercise its rights under this <u>Clause 19.3.1</u>), apply and transfer any credit balance in any of the Borrower's accounts with the Bank anywhere whether in or outside Malaysia (whether a savings, current, deposit account or otherwise, whether or not then due, whether in Ringgit Malaysia or in any other currency and whether in the Borrower's own name or in the joint names of the Borrower and another person(s) including any account in the name of the Bank, in or towards satisfaction of any moneys or liabilities (whether principal or interest or otherwise) then due or overdue from the Borrower to the Bank, and for this purpose, the Bank may, where necessary, convert one currency into another in accordance with its policies. The Bank is however not obliged to exercise its rights under this <u>Clause 19.3.1</u> which are in addition and without prejudice to the right of set-off, right to combine accounts, lien or right to lien or any other rights to which the Bank is or may from time to time be</p>

No.	Provision	New/Revised Clause
20.	INDEMNITIES (Clause 21.2)	<p>entitled, whether by operation of law, contract or otherwise.</p> <p>If the Bank receives or recovers any amount owing or payable to it under or in connection with this Agreement or any other Security Document in a currency other than Ringgit Malaysia:</p> <ul style="list-style-type: none"> (a) the Bank has the right to convert that amount into Ringgit Malaysia in accordance with its policies. This conversion may be effected by the Bank on the date it receives or recovers that amount or as soon as it is practicable for it to do so. All costs incurred by the Bank in converting that amount shall be borne by the Borrower; (b) the obligations and liabilities of the Borrower to the Bank in respect of that amount shall be discharged or satisfied only to the extent of the Ringgit Malaysia amount which the Bank obtained upon such conversion of that amount after deducting the costs incurred by the Bank in such conversion; and (c) if the Ringgit Malaysia amount which the Bank obtained upon such conversion after deducting the costs incurred by the Bank in such conversion is less than the amount due or payable to the Bank, the Borrower must immediately pay such shortfall to the Bank together with interest thereon.
21.	DISCLOSURES (Clause 25.1)	<p>The Borrower consents to and agrees that the Bank, its directors, officers and agents may (and are irrevocably authorised by the Borrower) for the purposes of or in connection with the Borrower's application to the Bank for the Facilities, and also from time to time and at any time now or in the future so long as any of the Facilities is or remains available to the Borrower or all or any Indebtedness is or may be or become due, owing or payable to the Bank by the Borrower:</p> <ul style="list-style-type: none"> (a) to carry out credit checks and/or verify credit or other information on or relating to the Borrower provided by or on behalf of the Borrower to the Bank at any time or from time to time according to its policies (whether before the date of this Agreement or from time to time in the future), with any third party/parties such as the Central Credit Bureau, the Central Credit Reference Information System, and/or any other bureau or agency from time to time established or approved by Bank Negara or registered and licensed under the Credit Reporting Agencies Act 2010 or any other applicable laws relating to the provision of credit reporting services or other similar or related services to financial institutions as the Bank may from time to time at its discretion in accordance to its policies; and

No.	Provision	New/Revised Clause
		(b) to obtain, procure and receive information pertaining to the Borrower (including his personal information and credit information) or his financial condition, accounts (past, present and future) with any financial institution(s), legal position and other affairs, from the third parties, bureaux and agencies mentioned in <u>Clause 25.1(a)</u> and any other sources available to the Bank from time to time.
22.	GENERAL PROVISIONS (Clause 27.3.1)	The Bank is entitled at any time or from time to time by notice in writing to the Borrower, to amend or otherwise vary any of the terms, conditions or other provisions of, or to supplement, any of the Letters of Offer or this Agreement or any other Security Document in its discretion, according to its policies and such amendments, variations or supplements will take effect on such date as may be decided by the Bank in its discretion.

(D) Deed of Assignment

No.	Provision	New/Revised Clause
1.	COVENANT TO PAY (Clause 2.2.2)	<p>If the Bank makes a written demand on the Assignor for payment of the whole or any part of the Secured Liabilities:</p> <p>(a) the Assignor must pay the demanded amount to the Bank within seven (7) days of the date on which such written demand is served (or deemed as served) on him or such other dates as agreed by the Bank; and</p> <p>(b) the Assignor must also pay the Bank interest on the demanded amount until full payment, calculated (both before and after any court order) at the Default Rate and in accordance with the Bank's usual practice from time to time or otherwise in such manner as the Bank may from time to time decide according to its policies. This interest is payable and must be paid by the Assignor to the Bank even after any court order or judgment is or has been obtained by the Bank, and even if the banker-customer relationship between the Bank and the Borrower or between the Bank and the Assignor has or may have ceased or been terminated.</p>
2.	INSURANCE (Clause 5.1.2)	If the Assignor does not take up, renew or maintain the insurance as stated or mentioned above, the Bank has the right (but is not obliged), at the Assignor's cost and expense, to take up, renew or maintain such insurance in its discretion, according to its policies.
3.	INSURANCE (Clause 5.2)	In addition to insurance taken up, renewed or maintained pursuant to <u>Clause 5.1</u> (and even if the Assignor is not in breach of <u>Clause 5.1</u>), the Bank may (but is not obliged) if it considers necessary or desirable, and at the Assignor's cost and expense, take up, renew or maintain with any insurer on

No.	Provision	New/Revised Clause
		the Bank's panel, any additional or other insurance in accordance to its policies, and the Assignor consents and expressly and irrevocably authorises the Bank to do so.
4.	APPLICATION OF PROCEEDS OF SALE & PERSONAL LIABILITY FOR SHORTFALL (Clause 11.2)	<p>If the proceeds of sale of the Property after deduction of quit rent, rates, assessments, outgoings, costs, charges and expenses referred to in <u>Clause 11.1(a) and (b)</u> is less than the amount of the Secured Liabilities then due or payable to the Bank:</p> <ul style="list-style-type: none"> (a) the Assignor must pay to the Bank (even if at such sale, the Bank is the purchaser of the Property) the amount of the shortfall or deficiency (that is, the difference between the amount of the Secured Liabilities then due or payable to the Bank and the net proceeds of sale after deduction as mentioned above); and (b) until payment of such shortfall or deficiency in full to the Bank, the Assignor must pay interest on the amount of the shortfall or deficiency calculated (both before and after any court order or judgment) at the Prescribed Rate or the Default Rate (whichever is applicable) in accordance with the Bank's usual practice or otherwise in such manner as the Bank from time to time decide in its discretion according to its policies. This interest is payable and must be paid by the Assignor even after any court order or judgment is or has been obtained by the Bank and even if the banker-customer relationship between the Bank and the Borrower or between the Bank and the Assignor has or may have ceased or been terminated.
5.	COSTS AND EXPENSES (Clause 13)	<p>The Assignor must bear all costs or expenses from time to time incurred, paid or payable by the Bank (including legal fees on a solicitor-client basis) for or relating to:</p> <ul style="list-style-type: none"> (a) the preparation, negotiation, execution, completion, registration and perfection of this Assignment; (b) the exercise, preservation or protection by the Bank of any of its rights, interests, powers or remedies under or in connection with this Assignment, including (but not limited to) all costs and expenses as may from time to time be incurred, paid or payable by the Bank under or pursuant to or for the purposes of Clauses 3.7, 4.5, 4.7, 4.8, 4.9, 4.10, 4.11, 5.1.2 or 5.2 or any other provisions of this Assignment; and (c) the enforcement of this Assignment by the Bank, including: (i) the giving of any notice to, or making of any demand on, the Assignor under or in connection with this Assignment, (ii) the carrying out any sale of the Property, and (iii) the recovery of the Secured Liabilities (or any part thereof, as the case may be).

No.	Provision	New/Revised Clause
		<p>All costs or expenses to be borne by the Assignor as mentioned above must be paid, or as the case may be (where such costs or expenses are or have been paid by the Bank) reimbursed, by the Assignor to the Bank immediately on demand and on a full indemnity basis, together with interest at the Prescribed Rate or the Default Rate (whichever is applicable) until full payment to the Bank, in accordance with the Bank's usual practice or otherwise in such manner as the Bank from time to time decide according to its policies. This interest is payable and must be paid by the Assignor to the Bank even after any court order or judgment has been obtained by the Bank against the Borrower or the Assignor or any other person(s) and even if the banker-customer relationship between the Bank and the Borrower, or between the Bank and the Assignor, has or may have ceased or been terminated.</p>
6.	PAYMENTS BY ASSIGNOR (Clause 14.3)	<p>The Assignor must pay all taxes (other than tax on the Bank's overall net income), duties and levies payable by the Bank (including but not limited to sales and services tax) which are chargeable on any sum charged or incurred or received or receivable by the Bank under or in connection with this Assignment. These taxes, duties and levies must be paid by the Assignor to the Bank at the same time the sum in respect of which these taxes, duties and levies are chargeable, is due to the Bank, or on demand by the Bank, whichever shall be earlier. If the Assignor does not do so, the Bank may pay such taxes, duties or levies to the appropriate authority to whom such taxes, duties or levies are payable but the Assignor must reimburse the same to the Bank together with interest thereon until full payment, calculated (both before and after any court order or judgment) at the Prescribed Rate or the Default Rate (whichever is applicable) in accordance with the Bank's usual practice or otherwise in such manner as the Bank from time to time decide according to its policies. This interest is payable and must be paid by the Assignor to the Bank even after any court order or judgment has been obtained by the Bank against the Borrower or the Assignor or any other person(s) and even if the banker-customer relationship between the Bank and the Borrower, or between the Bank and the Assignor, has or may have ceased or been terminated.</p>
7.	MODIFICATION & INDULGENCE AND OTHER RIGHTS OF THE BANK (Clause 15.1)	<p>The Assignor consents to and agrees that the Bank may (without further consent of or from the Assignor), at any time and without affecting the security hereby created:-</p> <ul style="list-style-type: none"> (a) grant any time, indulgence, forbearance, concession, waiver or consent given at any time by or on behalf of the Bank to the Borrower, the Assignor or any surety or guarantor or any other person whomsoever; (b) with prior notice, terminate, cancel, increase, reduce, renew, extend, reinstate, add, substitute, convert,

No.	Provision	New/Revised Clause
		<p>restructure or otherwise vary howsoever any Facility or any other loan or financing, credit or banking facility concerned according to its policies;</p> <p>(c) with prior notice, terminate, novate, amend, vary or supplement, or depart from, the Facilities Agreement or any other agreement, security document or other document now or from time to time in the future executed (whether by the Borrower, the Assignor or any surety, guarantor or other person) in favour of the Bank for or relating to all or any or any part of the Secured Liabilities according to its policies;</p> <p>(d) with prior notice, vary, extend, renew, release, discharge, compromise, exchange or deal with any lien or any security or guarantee or any right or remedy which the Bank may now or at any time in the future have from or against the Borrower, the Assignor or any surety, guarantor or other person for or relating to all or any or any part of the Secured Liabilities according to its policies;</p> <p>(e) take or perfect (or omit to take or perfect, or refrain from taking or perfecting) any security or guarantee for all or any or any part of the Secured Liabilities;</p> <p>(f) enforce or omit to enforce or refrain from enforcing:</p> <p>(i) the Facilities Agreement or any other agreement, security document or other document now existing or from time to time in the future executed (whether by the Borrower, the Assignor or any surety, guarantor or other person) in favour of the Bank for or relating to all or any or any part of the Secured Liabilities; and/or</p> <p>(ii) any guarantee, charge, lien or other encumbrance or security whatsoever, or any right or remedy, which the Bank may now or at any time in the future have from or against the Borrower, the Assignor or any surety, guarantor or other person for or relating to all or any or any part of the Secured Liabilities;</p> <p>(g) release the Borrower, the Assignor or any surety, guarantor or other person(s) from any of his obligations or liabilities to the Bank for or relating to all or any or any part of the Secured Liabilities;</p> <p>(h) compound with, or make or effect or agree to accept any compromise, composition or arrangement with, the Borrower, the Assignor or any surety, guarantor or other person;</p> <p>(i) open or close, or continue with, any account or</p>

No.	Provision	New/Revised Clause
		<p>accounts (current or otherwise) of or for the Borrower, the Assignor or any surety, guarantor or other person; and</p> <p>(j) issue, confirm, renew, extend, determine, vary, increase, release, discharge, compromise, exchange or otherwise deal with any bill, promissory note or other negotiable instrument, accommodation or transaction in any manner whatsoever.</p>
8.	Set-Off (Clause 15.3.1)	<p>The Bank may (and is hereby authorised by the Assignor) immediately upon or at any time after any Event of Default occurs or arises (and provided that it has given the Assignor at least seven (7) days' written notice of its intention to exercise its rights under this <u>Clause 15.3.1</u>), apply and transfer any credit balance in any of the Assignor's accounts with the Bank anywhere whether in or outside Malaysia (whether a savings, current, deposit account or otherwise, whether or not then due, whether in Ringgit Malaysia or in any other currency and whether in the Assignor 's own name or in the joint names of the Assignor and another person(s)) including any account in the name of the Bank, in or towards satisfaction of the Secured Liabilities, and for this purpose, the Bank may, where necessary, convert one currency into another in accordance with its policies. The Bank is however not obliged to exercise its rights under this <u>Clause 15.3.1</u> which the Assignor acknowledges are in addition and without prejudice to the right of set-off, right to combine accounts, lien or right to lien or any other rights which the Bank is or may from time to time be entitled to, whether by operation of law, contract or otherwise.</p>
9.	INDEMNITIES (Clause 18.2)	<p>If the Bank receives or recovers in respect of any moneys payable to it under this Assignment, any amount in a currency other than Ringgit Malaysia:</p> <p>(a) the Bank shall be entitled to convert that amount into Ringgit Malaysia in accordance with its policies. This conversion can be effected by the Bank on the date it receives or recovers that amount or as soon as it is practicable for it to do so. All costs incurred by the Bank in converting that amount shall be borne by the Assignor;</p> <p>(b) the obligations and liabilities of the Assignor to the Bank in respect of the moneys payable to it under this Assignment shall be discharged or satisfied only to the extent of the Ringgit Malaysia amount which the Bank obtained upon such conversion of that amount after deducting the costs incurred by the Bank in such conversion; and</p> <p>(c) if the Ringgit Malaysia amount which the Bank obtained upon such conversion after deducting the costs so incurred by the Bank in such conversion is less than the</p>

No.	Provision	New/Revised Clause
		moneys due to the Bank, the Assignor must immediately pay such shortfall to the Bank.
10.	DISCLOSURES (Clause 23.1)	<p>The Assignor consents to and agrees that the Bank, its directors, officers and agents may (and are hereby irrevocably authorised by the Assignor) for the purposes of or in connection with the Bank taking or accepting this Assignment, and also from time to time and at any time now or in the future so long as this Assignment subsists or the Assignor has any outstanding obligation or liability to the Bank:</p> <p>(a) to carry out credit checks and/or verify credit or other information on or relating to the Assignor provided by or on behalf of the Assignor to the Bank at any time or from time to time according to its policies (whether before the date of this Assignment or from time to time in the future), with any third parties such as the Central Credit Bureau, the Central Credit Reference Information System, and/or any other bureau or agency from time to time established or approved by Bank Negara or registered and licensed under the Credit Reporting Agencies Act 2010 or any other applicable laws relating to the provision of credit reporting services or other similar or related services to financial institutions; and</p> <p>(b) to obtain, procure and receive information pertaining to the Assignor (including his personal information and credit information) or his financial condition, accounts (past, present and future) with any financial institution(s), legal position and other affairs, from the third parties, bureaux and agencies mentioned in <u>Clause 23.1(a)</u> and any other sources available to the Bank from time to time.</p>

(E) Charge Annexure

No.	Provision	New/Revised Clause
1.	COVENANT TO PAY & DEMAND BY BANK (Clause 2.2.2)	<p>If the Bank makes a written demand on the Chargor under this Charge for payment of the whole or any part of the Secured Liabilities:</p> <p>(a) the Chargor must pay the demanded amount to the Bank within seven (7) days of the date on which such written demand is served (or deemed as served) on him or such other dates as agreed by the Bank and</p> <p>(b) the Chargor must also pay the Bank interest on the demanded amount until full payment, calculated (both before and after any court order) at the Default Rate and in accordance with the Bank's usual practice from time to time or otherwise in such manner as the Bank may from time to time decide according to its policies.</p>

No.	Provision	New/Revised Clause
		This interest is payable and must be paid by the Chargor to the Bank even after any court order or judgment is or has been obtained by the Bank, and even if the banker-customer relationship between the Bank and the Borrower or between the Bank and the Chargor has or may have ceased or been terminated.
2.	INSURANCE (Clause 5.1.2)	If the Chargor does not take up, renew or maintain the insurance as required or mentioned above, the Bank has the right (but is not obliged), at the Chargor's cost and expense, to do so in its discretion, according to its policies.
3.	INSURANCE (Clause 5.2)	In addition to insurance taken up, renewed or maintained pursuant to <u>Clause 5.1</u> (and even if the Chargor is not in breach of <u>Clause 5.1</u>), the Bank may (but is not obliged) if it considers necessary or desirable, take up, renew or maintain with any insurer on the Bank's panel, any additional or other insurance for or relating to the Property as it thinks fit in accordance to its policies, and the Chargor expressly and irrevocably authorises the Bank to do so.
4.	APPLICATION OF PROCEEDS OF SALE & PERSONAL LIABILITY FOR SHORTFALL (Clause 11.3)	<p>If:</p> <p>(a) the proceeds of sale of the Property or Said Lease (as the case may be) after deduction of quit rent, rates, assessments, outgoings, costs, charges and expenses referred to in Clause 11.1(a) and (b),</p> <p>or, as the case may be,</p> <p>(b) the amount received by the Bank as mentioned in <u>Clause 11.2</u> from the proceeds of sale of the Property or Said Lease (as the case may be) on account of the amounts due to the Bank,</p> <p>is less than the amount of the Secured Liabilities then due or payable to the Bank, the Chargor must pay to the Bank (even if at such sale, the Bank is the purchaser of the Property) the amount of the shortfall or deficiency. Until full payment of such shortfall or deficiency to the Bank, the Chargor must pay interest on the amount of the shortfall or deficiency calculated (both before and after any court order or judgment) at the Prescribed Rate or the Default Rate (whichever is applicable) in accordance with the Bank's usual practice or otherwise in such manner as the Bank from time to time decide according to its policies. This interest is payable by the Chargor even if the banker-customer relationship between the Bank and the Borrower or between the Bank and the Chargor has or may have ceased or been terminated and even after any court order or judgment is or has been obtained by the Bank.</p>
	COSTS AND EXPENSES (Clause 13)	The Chargor must bear all costs or expenses from time to time incurred, paid or payable by the Bank (including legal fees on a solicitor-client basis) for or relating to:

No.	Provision	New/Revised Clause
		<p>(a) the preparation, negotiation, execution, completion, registration and perfection of this Charge;</p> <p>(b) the exercise, preservation or protection by the Bank of any of its rights, interests, powers or remedies under or in connection with this Charge, including (but not limited to) all costs and expenses as may from time to time be incurred, paid or payable by the Bank under or pursuant to or for the purposes of <u>Clauses 4.5, 4.7, 4.8, 4.9, 4.10, 4.11, 5.1.2 or 5.2</u> or any other provisions of this Charge; and</p> <p>(c) the enforcement of this Charge by the Bank, including: (i) the giving of any notice to, or making of any demand on, the Chargor under or in connection with this Charge, (ii) the obtaining of any order for sale of the Property and the carrying out of any sale of the Property, and (iii) the recovery of the Secured Liabilities (or any part thereof, as the case may be).</p> <p>All costs or expenses to be borne by the Chargor as mentioned above must be paid, or as the case may be (where such costs or expenses have been paid by the Bank) reimbursed, by the Chargor to the Bank immediately on demand and on a full indemnity basis, together with interest at the Prescribed Rate or the Default Rate (whichever is applicable) until full payment to the Bank in accordance with the Bank's usual practice or otherwise in such manner as the Bank from time to time decide according to its policies. This interest is payable and must be paid by the Chargor to the Bank even if the banker-customer relationship between the Bank and the Borrower, or between the Bank and the Chargor, has or may have ceased or been terminated and even after any court order or judgment has been obtained by the Bank against the Borrower or the Chargor or any other person(s).</p>
5.	PAYMENTS (Clause 14.3)	<p>The Chargor must pay all taxes (other than tax on the Bank's overall net income), duties and levies payable by the Bank (including but not limited to sales and services tax) which are chargeable on any sum charged or incurred or received or receivable by the Bank under or in connection with this Charge. These taxes, duties and levies must be paid by the Chargor to the Bank at the same time the sum in respect of which these taxes, duties and levies are chargeable, is due to the Bank, or on demand by the Bank, whichever shall be earlier. If the Chargor does not do so, the Bank may pay such taxes, duties or levies to the appropriate authority to whom such taxes, duties or levies are payable but the Chargor must reimburse the same to the Bank together with interest thereon until full payment, calculated (both before and after any court order or judgment) at the Prescribed Rate or the Default Rate (whichever is applicable) in accordance with the Bank's usual practice or otherwise in such manner as the Bank from time to time decide according to its policies. This interest is payable</p>

No.	Provision	New/Revised Clause
		and must be paid by the Chargor to the Bank even after any court order or judgment has been obtained by the Bank against the Borrower or the Chargor or any other person(s) and even if the banker-customer relationship between the Bank and the Borrower, or between the Bank and the Chargor, has or may have ceased or been terminated.
6.	MODIFICATION & INDULGENCE AND OTHER RIGHTS OF THE BANK (Clause 15.1)	<p>The Chargor consents to and agrees that the Bank may (without further consent of or from the Chargor), at any time and without affecting the security hereby created:-</p> <ul style="list-style-type: none"> (a) grant any time, indulgence, forbearance, concession, waiver or consent given at any time by or on behalf of the Bank to the Borrower, the Chargor or any surety or guarantor or any other person whomsoever; (b) with prior notice, terminate, cancel, increase, reduce, renew, extend, reinstate, add, substitute, convert, restructure or otherwise vary howsoever any Facility or any other loan or financing, credit or banking facility concerned according to its policies; (c) with prior notice, terminate, novate, amend, vary or supplement, or depart from, the Facilities Agreement or any other agreement, security document or other document whatsoever now or from time to time in the future executed (whether by the Borrower, the Chargor or any surety, guarantor or other person) in favour of the Bank for or relating to all or any or any part of the Secured Liabilities according to its policies; (d) with prior notice vary, extend, renew, release, discharge, compromise, exchange or deal with any lien or any security or guarantee or any right or remedy which the Bank may now or at any time in the future have from or against the Borrower, the Chargor or any surety, guarantor or other person for or relating to all or any or any part of the Secured Liabilities according to its policies; (e) take or perfect (or omit to take or perfect, or refrain from taking or perfecting) any security or guarantee for all or any or any part of the Secured Liabilities; (f) enforce or omit to enforce or refrain from enforcing: <ul style="list-style-type: none"> (i) the Facilities Agreement or any other agreement, security document or other document whatsoever now existing or from time to time in the future executed (whether by the Borrower, the Chargor or any surety, guarantor or other person) in favour of the Bank for or relating to all or any or any part of the Secured Liabilities; and/or

No.	Provision	New/Revised Clause
		<p>(ii) any guarantee, charge, lien or other encumbrance or security whatsoever, or any right or remedy, which the Bank may now or at any time in the future have from or against the Borrower, the Chargor or any surety, guarantor or other person for or relating to all or any or any part of the Secured Liabilities;</p> <p>(g) release the Borrower, the Chargor or any surety, guarantor or other person(s) from any of his obligations or liabilities to the Bank for or relating to all or any or any part of the Secured Liabilities;</p> <p>(h) compound with, or make or effect or agree to accept any compromise, composition or arrangement with, the Borrower, the Chargor or any surety, guarantor or other person;</p> <p>(i) open or close, or continue with, any account or accounts (current or otherwise) of or for the Borrower, the Chargor or any surety, guarantor or other person; and</p> <p>(j) issue, confirm, renew, extend, determine, vary, increase, release, discharge, compromise, exchange or otherwise deal with any bill, promissory note or other negotiable instrument, accommodation or transaction in any manner whatsoever.</p>
7.	MODIFICATION & INDULGENCE AND OTHER RIGHTS OF THE BANK (Clause 15.3.1)	<p>The Bank may (and is hereby authorised by the Chargor) immediately upon or at any time after any Event of Default occurs or arises (and provided that it has given the Chargor at least seven (7) days' written notice of its intention to exercise its rights under this <u>Clause 15.3.1</u>), apply and transfer any credit balance in any of the Chargor's accounts with the Bank anywhere whether in or outside Malaysia (whether a savings, current, deposit account or otherwise, whether or not then due and whether subject to notice or not, whether in Ringgit Malaysia or in any other currency and whether in the Chargor's own name or in the joint names of the Chargor and another person(s)) including any account in the name of the Bank, in or towards satisfaction of the Secured Liabilities, and for this purpose, the Bank may, where necessary, convert one currency into another in accordance with its policies. The Bank is however not obliged to exercise its rights under this <u>Clause 15.3.1</u> which the Chargor acknowledges are in addition and without prejudice to the right of set-off, right to combine accounts, lien or right to lien or any other rights which the Bank is or may from time to time be entitled to, whether by operation of law, contract or otherwise.</p>
8.	INDEMNITIES (Clause 18.2)	<p>If the Bank receives or recovers in respect of any moneys payable to it under this Charge, any amount in a currency other than Ringgit Malaysia:</p>

No.	Provision	New/Revised Clause
		<p>(a) the Bank shall be entitled to convert that amount into Ringgit Malaysia in accordance with its policies. This conversion can be effected by the Bank on the date it receives or recovers that amount or as soon as it is practicable for it to do so. All costs incurred by the Bank in converting that amount shall be borne by the Chargor;</p> <p>(b) the obligations and liabilities of the Chargor to the Bank in respect of the moneys payable to it under this Charge shall be discharged or satisfied only to the extent of the Ringgit Malaysia amount which the Bank obtained upon such conversion of that amount after deducting the costs incurred by the Bank in such conversion; and</p> <p>(c) if the Ringgit Malaysia amount which the Bank obtained upon such conversion after deducting the costs so incurred by the Bank in such conversion is less than the moneys due to the Bank, the Chargor must immediately pay such shortfall to the Bank.</p>
9.	DISCLOSURES (Clause 23.1)	<p>The Chargor consents to and agrees that the Bank, its directors, officers and agents may (and are hereby irrevocably authorised by the Chargor) for the purposes of or in connection with the Bank taking or accepting this Charge, and also from time to time and at any time now or in the future so long as this Charge subsists or the Chargor has any outstanding obligation or liability to the Bank:</p> <p>(a) to carry out credit checks and/or verify credit or other information on or relating to the Chargor provided by or on behalf of the Chargor to the Bank at any time or from time to time according to its policies (whether before the date of this Charge or from time to time in the future), with any third parties such as the Central Credit Bureau, the Central Credit Reference Information System, and/or any other bureau or agency from time to time established or approved by Bank Negara or registered and licensed under the Credit Reporting Agencies Act 2010 or any other applicable laws relating to the provision of credit reporting services or other similar or related services to financial institutions; and</p> <p>(b) to obtain, procure and receive information pertaining to the Chargor (including his personal information and credit information) or his financial condition, accounts (past, present and future) with any financial institution(s), legal position and other affairs, from the third parties, bureaux and agencies mentioned in <u>Clause 23.1(a)</u> and any other sources available to the Bank from time to time.</p>

(F) Charge of Money Deposits

No.	Provision	New/Revised Clause
1.	INTERPRETATION (Clause 1.3.2)	<p>Where the "Depositor" consists of two or more persons:</p> <ul style="list-style-type: none"> (a) the term "Depositor" wherever used or appearing in this Charge shall mean all those persons, and where the context requires or permits, means each of them, or depending on the context, any of them; (b) all agreements, covenants, undertakings, representations, warranties, terms, conditions and other obligations in this Charge which are expressed or implied on the part of the Depositor or which are to be performed, complied with or observed by the Depositor or which are otherwise applicable to the Depositor shall be made by, and shall be binding on and enforceable against, all those persons jointly and severally; (c) each of those persons shall be bound even if any other of them intended or expressed to be bound by this Charge shall not be so bound; and (d) the Bank may release or discharge any one or more of those persons from all or any of his obligations or liabilities under this Charge or may make any arrangement or composition with any of those persons without releasing the other or others of those persons or otherwise prejudicing any of its rights under this Charge or otherwise.
2.	CHARGE OF THE DEPOSITS (Clause 2.5)	<p>No withdrawal of or right to use the Deposits by Depositor: The Depositor irrevocably agrees that regardless of anything to the contrary stated, mentioned or implied in this Charge or any document whatsoever relating to any of the Deposits or otherwise:</p> <ul style="list-style-type: none"> (a) no part of the Deposits shall be repayable by the Bank to the Depositor until all the Secured Liabilities have been unconditionally and irrevocably paid to the Bank in full and the Bank is under no commitment, obligation or liability (whether actual or contingent) to lend, advance, pay or disburse any sum of moneys under any loan(s) or financing, credit or banking facility or facilities to or for the benefit of the Customer or the Depositor; and (b) so long as the whole or any part of the Secured Liabilities is or remains or may be or become due, owing or payable to the Bank, the Depositor will not be entitled to withdraw or use any of the Deposits (or any part of any Deposit) for any purpose except with the Bank's prior written consent (which the Bank may give

No.	Provision	New/Revised Clause
		or refuse in its absolute discretion and according to its policies, and if refused, without any obligation for the Bank to give any reason for the refusal).
3.	RIGHT OF SET-OFF (Clause 3.1)	<p>Bank's right of set-off: The Bank shall have the right (and is hereby authorised by the Depositor) at any time and from time to time and with notice to the Depositor to set-off and transfer all or any or any part of the Deposits and apply the same in or towards payment or satisfaction of the Secured Liabilities (or any part thereof). The Depositor agrees that:</p> <ul style="list-style-type: none"> (a) even if all or any part of the Secured Liabilities are not or have not become due and payable by the Customer or the Depositor (as the case may be) to the Bank, the Bank will still be entitled to set-off and transfer all or any or any part of the Deposits in or towards the satisfaction of all or any or any part of the Secured Liabilities according to its policies. However, if it later turns out that the amount of the Deposit or Deposits (as the case may be) so set off and transferred by the Bank is more than the amount of the Secured Liabilities (or as the case may be, part thereof) then owing or payable to the Bank, the Bank shall, at its option and discretion, according to its policies, either deposit the surplus amount of the Deposit or Deposits concerned in the name of the Depositor with the Bank in accordance with <u>Clause 3.2</u>, or refund the surplus amount to the Depositor; and (b) the Bank may exercise its rights as mentioned above in this <u>Clause 3.1</u>: <ul style="list-style-type: none"> (i) even if all or any of the Deposits have not matured; and (ii) even if all or any of the Deposits and the Secured Liabilities (or any part thereof) are denominated in different currencies, In this event, the Bank may (and is hereby authorised by the Depositor to) convert in accordance with the Bank's policies or at the then prevailing spot rate of exchange of (as conclusively determined by the Bank) all or any or any part of the Deposits in its discretion, into the currency or currencies of the Secured Liabilities (or part thereof, as the case may be).
4.	RIGHT OF SET-OFF (Clause 3.2)	<p>Balance of Deposit: The surplus or balance (if any) of any Deposit after set off, transfer and application by the Bank as mentioned in <u>Clause 3.1</u> may be deposited by the Bank in the name of the Depositor with the Bank on such terms (including, if deposited in or as a fixed deposit, as regards the fixed deposit time period and rate of interest payable) as the Bank may decide according to its policies. The amount so deposited will be treated as charged by the Depositor to the Bank under</p>

No.	Provision	New/Revised Clause
		this Charge.
5.	RIGHT OF SET-OFF (Clause 3.3)	Application of moneys: If the amount of the Deposit or Deposits (as the case may be) at any time set-off, transferred and applied by the Bank towards satisfaction of the Secured Liabilities then outstanding or due to the Bank is less than the amount then outstanding or due to the Bank, the Bank shall be entitled to apply the amount of the Deposit or Deposits (as the case may be) so set off and transferred towards satisfaction of the Secured Liabilities then outstanding or due in such manner, proportion and/or order of priority according to its policies.
6.	RIGHT OF SET-OFF (Clause 3.5)	Exercise of rights by the Bank not subject to prior demand on Customer or Depositor: The exercise or enforcement by the Bank of any of its rights and remedies under or relating to this Charge (in particular, the Bank's rights mentioned above in this <u>Clause 3</u>) with seven (7) calendar day's prior notice to or demand on the Customer or the Depositor with regard to any breach or default on the part of the Customer or the Depositor.
7.	RIGHT OF SET-OFF (Clause 3.6)	Further assurance: The Depositor must immediately at the Bank's request at any time and at the Depositor's own cost and expense, sign and do whatever the Bank may require, according to its policies for perfecting protecting or enforcing the security created or intended to be created by this Charge, or preserving or protecting all or any of the Deposits or for facilitating the realisation of all or any or any part of the Deposits.
8.	RIGHT OF SET-OFF (Clause 3.7)	No liability for loss: The Bank shall not be liable to the Depositor for any direct or indirect loss (including loss of interest) as may be caused or occasioned by the Customer or Depositor which result in Bank's exercise of any of its rights or remedies under or relating to this Charge.
9.	CONTINUING SECURITY, LIENS & OTHER SECURITY NOT AFFECTED, MODIFICATION & INDULGENCE (Clause 4.3)	<p>Modification or indulgence: The Bank may at any time and from time to time (without releasing, discharging or affecting this Charge or releasing the Depositor from any of his obligations and liabilities to the Bank under this Charge:</p> <ul style="list-style-type: none"> (a) grant any time, indulgence, forbearance, concession, waiver or consent given at any time by or on behalf of the Bank to the Customer, the Depositor or any surety or guarantor or any other person whomsoever; (b) with prior notice, terminate, cancel, increase, reduce, renew, extend, reinstate, add, substitute, convert, restructure or otherwise vary howsoever any loan or financing, credit or banking facility now or at any time or from time to time after the date of this Charge granted or made available to the Customer and/or the Depositor and/or any other person(s) according to its policies; (c) with prior notice, terminate, novate, amend, vary or

No.	Provision	New/Revised Clause
		<p>supplement, or depart from, any loan agreement, facility/facilities agreement, credit agreement or any other agreement or any security document or other document whatsoever now or from time to time in the future executed (whether by the Customer, the Depositor or any surety, guarantor or other person) in favour of the Bank for or relating to all or any or any part of the Secured Liabilities according to its policies;</p> <p>(d) with prior notice, vary, extend, renew, release, discharge, compromise, exchange or deal with any lien or any security or guarantee or any right or remedy which the Bank may now or at any time in the future have from or against the Customer, the Depositor or any surety, guarantor or other person for or relating to all or any or any part of the Secured Liabilities according to its policies;</p> <p>(e) take or perfect (or omit to take or perfect, or refrain from taking or perfecting) any security or guarantee for all or any or any part of the Secured Liabilities;</p> <p>(f) enforce or omit to enforce or refrain from enforcing:</p> <p>(i) any loan agreement, facility/facilities agreement, credit agreement or any other agreement or any security document or other document whatsoever now existing or from time to time in the future executed (whether by the Customer, the Depositor or any surety, guarantor or other person) in favour of the Bank for or relating to all or any or any part of the Secured Liabilities; and/or</p> <p>(ii) any guarantee, charge, lien or other encumbrance or security whatsoever, or any right or remedy, which the Bank may now or at any time in the future have from or against the Customer, the Depositor or any surety, guarantor or other person for or relating to all or any or any part of the Secured Liabilities;</p> <p>(g) release the Customer, the Depositor or any surety, guarantor or other person(s) from any of his obligations or liabilities to the Bank for or relating to all or any or any part of the Secured Liabilities;</p> <p>(h) compound with, or make or effect or agree to accept any compromise, composition or arrangement with, the Customer, the Depositor or any surety, guarantor or other person;</p> <p>(i) open or close, or continue with, any account or accounts (current or otherwise) of or for the Customer, the Depositor or any surety, guarantor or other person; and</p>

No.	Provision	New/Revised Clause
		<p>(j) issue, confirm, renew, extend, determine, vary, increase, release, discharge, compromise, exchange or otherwise deal with any bill, promissory note or other negotiable instrument, accommodation or transaction in any manner whatsoever.</p>
10.	<p>DEPOSITOR'S LIABILITIES (the following provisions of this Clause 5 are applicable where the Depositor and the Customer is/are not the same person(s)) (Clause 5.1)</p>	<p>Depositor as principal debtor/primary obligor & Indemnity by Depositor: The Depositor agrees that:</p> <p>(a) although as between the Customer and the Depositor, the Depositor is surety for the Customer, yet as between the Bank and the Depositor for the purposes of this Charge, the Depositor is to be treated as, and will be, the principal debtor of all sums of moneys whatsoever (principal, interest and otherwise) now or from time to time in the future owing or payable by the Customer to the Bank;</p> <p>(b) if any sum or sums of moneys (principal, interest or otherwise) are not recoverable from the Customer by reason of any legal limitation or lack of capacity of, or irregularity or want of authority on the part of, the Customer or any other person, or any invalidity, illegality or unenforceability of any obligation of the Customer, or any other fact or circumstance, whether or not known to the Bank or the Depositor or for any other reason whatsoever, then even if that may have been known to the Bank or the Depositor, the Depositor will as principal debtor, and as a separate and independent obligation, immediately pay to the Bank on demand by the Bank at any time or from time to time, all sums of moneys as may be demanded by the Bank; and</p> <p>(c) the obligations and liabilities of the Depositor under this Charge are those of primary obligor and not merely as surety. The Bank is therefore not obliged to first make any demand on, or enforce or seek to enforce any claim, security, guarantee, right or remedy against, or take any step or action or commence any legal proceedings or obtain judgment against, the Customer or the Depositor or any surety or guarantor or any other person before exercising any of its rights or remedies under or mentioned in this Charge. Instead, the Bank may enforce any of its rights or remedies under or in connection with this Charge independently of, and concurrently with or before the Bank enforces or exercises, any other rights or remedies or any security or guarantee which the Bank may have against the Customer or the Depositor or any surety or guarantor or any other person.</p>

(G) Letter of Guarantee

No.	Provision	New/Revised Clause
1.	GUARANTEE AND INDEMNITY (Clause 2.4)	Interest on demanded amounts: In the event a written demand for payment is made on the Guarantor under this Guarantee, the Guarantor must (in addition to paying the demanded amount to the Bank), also pay to the Bank interest on the demanded amount until full payment to the Bank, calculated (both before and after any court order or judgment) at the Default Rate and in accordance with the Bank's policies or in such manner as the Bank from time to time decide in its discretion. This interest is payable by the Guarantor to the Bank even after any court order or judgment, and even if the banker-customer relationship between the Bank and the Customer has or may have ceased or been terminated).
2.	MODIFICATION AND INDULGENCE (Clause 5)	<p>The Guarantor consents to and agrees that the Bank may in its discretion, with notice to or/but without any further consent from the Guarantor and without discharging or affecting this Guarantee or releasing the Guarantor from any of his obligations and liabilities under this Guarantee, at any time or from time to time:</p> <ul style="list-style-type: none"> (a) grant any time, indulgence, forbearance, concession, waiver or consent to the Customer or any surety, guarantor or other person; (b) with prior notice, terminate, cancel, increase, decrease, add to, substitute, convert, interchange, extend, renew, restructure or otherwise howsoever vary any of the loans and/or financing, credit or banking facilities now or at any time or from time to time granted or made available by the Bank to the Customer and/or any other person(s), or amend, supplement or vary any of the terms or conditions of any of such loans or facilities according to its policies; (c) with prior notice, terminate, novate or supplement, or amend, supplement or vary any of the terms or conditions of, or depart from the terms of, any agreement, security document or other document at any time (whether before the date of this Guarantee or from time to time in the future) executed by the Customer in favour of the Bank or made between the Bank and the Customer (whether or not any other person(s) is also a party to such agreement, security document or other document) or executed by any surety, guarantor or any other person in favour of the Bank or made between the Bank and any surety, guarantor or any other person, for or relating to all or any or any part of the Guaranteed Liabilities or any of the loans and/or financing, credit or banking facilities now or at any time or from time to time in the future granted or made available to the Customer and/or any

No.	Provision	New/Revised Clause
		<p>other person(s) according to its policies;</p> <p>(d) take up or perfect (or omit to take up or perfect) any security or guarantee from the Customer or any surety, guarantor or other person for all or any or any part of the Guaranteed Liabilities;</p> <p>(e) exercise or enforce (or omit to exercise or enforce) any security or guarantee, or any right or remedy, which the Bank may now or at any time in the future have from or against the Customer and/or any surety, guarantor or other person for all or any or any part of the Guaranteed Liabilities;</p> <p>(f) vary, extend, renew, release, discharge, exchange, compromise or otherwise howsoever deal with any security, guarantee, right or remedy which the Bank may now or at any time in the future have from or against the Customer and/or any surety, guarantor or other person for or relating to all or any or any part of the Guaranteed Liabilities;</p> <p>(g) compound, or make or effect or agree to or accept any compromise, composition or arrangement, with the Customer or any surety, guarantor or other person;</p> <p>(h) issue, confirm, renew, extend, determine, vary, increase, release, discharge, compromise, exchange or otherwise deal with any bill, promissory note or other negotiable instrument, accommodation or transaction in any manner whatsoever; and/or</p> <p>(i) open or close, or continue with, any account or accounts (current or otherwise) of or for the Customer, the Guarantor or any surety, guarantor or other person.</p>
3.	RIGHTS OF THE BANK (Clause 9.3)	<p>Set-off by the Bank: The Bank will be entitled (and is irrevocably authorised by the Guarantor), immediately upon or at any time after the Bank makes any demand on the Guarantor for payment under this Guarantee and on giving the Guarantor at least seven (7) days' advance notice of the Bank's intention to exercise its rights under this <u>Clause 9.3</u> (this notice may be included and given in the same letter in which such demand is made on the Guarantor for payment or in a separate letter), to apply and transfer any credit balance (whether or not then due) in any of the Guarantor's accounts (whether a savings, current, deposit account or otherwise) with the Bank at any branch or office of the Bank anywhere (whether in or outside Malaysia), in or towards payment or satisfaction of any moneys or liabilities (whether principal, interest or otherwise) then due or overdue from the Guarantor to the Bank under this Guarantee, and for this purpose, the Bank may, where necessary, convert one currency into another in accordance with its policies. The Bank is not</p>

No.	Provision	New/Revised Clause
		obliged to exercise its rights mentioned above, which are in addition and without prejudice to any other right of set-off, right to combine accounts, lien or right to lien or any other rights to which the Bank is or may from time to time be entitled, whether by operation of law, contract or otherwise.
4.	DISCLOSURE (Clause 14.1)	<p>Authorisation for Bank to carry out credit checks & obtain information, etc: The Guarantor consents to and agrees that the Bank, its directors, officers and agents may (and are hereby irrevocably authorised by the Guarantor) for the purposes of or in connection with the Bank taking or accepting this Guarantee, and also from time to time and at any time now or in the future so long as this Guarantee subsists or the Guarantor has any outstanding obligation or liability to the Bank:</p> <p>(a) to carry out credit checks and/or verify credit or other information on or relating to the Guarantor provided by or on behalf of the Guarantor to the Bank at any time or from time to time according to its policies (whether before the date of this Guarantee or from time to time in the future), with any third parties such as the Central Credit Bureau, the Central Credit Reference Information System, and/or any other bureau or agency from time to time established or approved by Bank Negara or registered and licensed under the Credit Reporting Agencies Act 2010 or any other applicable laws relating to the provision of credit reporting services or other similar or related services to financial institutions; and</p> <p>(b) to obtain, procure and receive information pertaining to the Guarantor (including his personal information and credit information) or his financial condition, accounts (past, present and future) with any financial institution(s), legal position and other affairs, from the third parties, bureaus and agencies mentioned in <u>Clause 14.1(a)</u> and any other sources available to the Bank from time to time.</p>

(H) Deed of Assignment of Rental Proceeds

No	Provision	New/Revised Clause
1.	COVENANT TO PAY (Clause 2.2.2)	<p>If the Bank makes a written demand on the Assignor for payment of the whole or any part of the Secured Liabilities:</p> <p>(a) the Assignor must pay the demanded amount to the Bank within seven (7) days of the date on which such written demand is served (or deemed as served) on him or such other dates as agreed by the Bank; and</p> <p>(b) the Assignor must also pay the Bank interest on the demanded amount until full payment, which will be</p>

No	Provision	New/Revised Clause
		calculated (both before and after any court order) at the Default Rate and in accordance with the Bank's usual practice from time to time (or otherwise in such manner as the Bank may from time to time decide according to its policies). This interest is payable and must be paid by the Assignor to the Bank even after any court order or judgment is or has been obtained by the Bank, and even if the banker-customer relationship between the Bank and the Borrower or between the Bank and the Assignor has or may have ceased or been terminated.
2.	ASSIGNMENT & RELATED PROVISIONS (Clause 3.2.2)	<p>However, instead of giving a Notice of Assignment & Payment Instructions to a Tenant as mentioned above:-</p> <p>(a) the Assignor may, provided it has first obtained the Bank's prior written consent for this purpose (which may be given or refused by the Bank as it deems fit in accordance to its policies), give to that Tenant within the time frame stated in <u>Clause 3.2.3</u>, written irrevocable instructions (without giving express notice of the assignment by the Assignor under this Deed in favour of the Bank) to pay to the Designated Account, all present and future Rental Proceeds payable by that Tenant as and when the same is or becomes due for payment (defined in <u>Clause 1.1</u> as "Written Payment Instructions"). Each Written Payment Instructions must be in the form set out in <u>Schedule 3B</u> or such other form acceptable to the Bank in its absolute discretion; and</p> <p>(b) the Assignor must also within the time frame stated in <u>Clause 3.2.3</u>, procure that Tenant to sign a copy of that Written Payment Instructions to acknowledge receipt of the same and to confirm that it will comply with the payment instructions given therein, and must deliver that copy of the Written Payment Instructions, duly signed by that Tenant, to the Bank before the expiry of the time frame stated in Clause 3.2.3.</p>
3.	ASSIGNMENT & RELATED PROVISIONS (Clause 3.2.4)	The Assignor shall not be entitled to revoke, withdraw, cancel, amend or in any way change or modify any Notice of Assignment & Payment Instructions or any Written Payment Instructions without the prior written consent of the Bank (which may be given or refused by the Bank as it deems fit in accordance to its policies).
4.	ASSIGNMENT & RELATED PROVISIONS (Clause 3.2.5)	If the Assignor does not give to any Tenant any Notice of Assignment & Payment Instructions or Written Payment Instructions (as the case may be) and deliver to the Bank a copy of the same signed by that Tenant within the time frame stated or mentioned in <u>Clause 3.2.3</u> , then in addition and without prejudice to any other rights or remedies of the Bank, the Bank shall be entitled immediately or at any later time as the Bank may, according to its policies and without any further or prior notice to or any concurrence of the Assignor, to give to

No	Provision	New/Revised Clause
		that Tenant written notice of the assignment by the Assignor under this Deed in favour of the Bank, as well as instructions to that Tenant to pay or remit to the Designated Account or any other account(s) as the Bank may in its absolute discretion decide and specify, the whole or any part or parts of all present and future Rental Proceeds payable by that Tenant as and when the same is or becomes due from that Tenant.
5.	THE DESIGNATED ACCOUNT (Clause 4.5)	<p>This Deed shall not be discharged, nor shall the Secured Liabilities be deemed or treated as paid, discharged, reduced or satisfied in whole or in part, by or by reason of, the payment of Rental Proceeds into the Designated Account or any drawing on or payments from the Designated Account by the Assignor or any use, application, withdrawal or transfer of any Designated Account Moneys by the Assignor at any time or any transfer or application of any Rental Proceeds or any Designated Account Moneys at any time by the Bank in or towards payment of the Secured Liabilities or for any other purpose.</p> <p>Instead, the Secured Liabilities shall be treated as discharged, paid, reduced or satisfied only when actually and specifically received and applied by the Bank in or towards payment of the Secured Liabilities and then only to the extent so actually and specifically received and applied by the Bank.</p>
6.	EVENTS OF DEFAULT (Clause 9.1)	<p>In addition and without prejudice to the Events of Default defined or described in the Facilities Agreement (which shall also be considered as Events of Default for the purposes of this Deed), each of the following events, circumstances or states of affair shall also be considered as an Event of Default for the purposes of this Deed:-</p> <ul style="list-style-type: none"> (a) the Assignor does not for any reason, pay to the Bank any sum or sums of moneys forming part of or comprised in the Secured Liabilities or otherwise payable by him under this Deed when due, or if payable on demand, immediately on demand by the Bank; or (b) any Rental Proceeds paid by any Tenant is not paid into the Designated Account; (c) any representation or warranty given or made by the Assignor in this Deed (or in any notice, certificate or other document delivered to the Bank pursuant to or in connection with this Deed) is, or proves to be or to have been, untrue, incorrect or inaccurate in any material respect as at the date it was given or made (or deemed as given or made); and (d) the Assignor commits any other breach of this Deed.
7.	COSTS AND EXPENSES (Clause 13)	The Assignor must bear all costs or expenses from time to time incurred, paid or payable by the Bank (including legal

No	Provision	New/Revised Clause
		<p>fees on a solicitor-client basis) for or relating to:</p> <ul style="list-style-type: none"> (a) the preparation, negotiation, execution, completion, registration and perfection of this Deed; (b) the exercise, preservation or protection by the Bank of any of its rights, interests, powers or remedies under or in connection with this Deed or the enforcement of this Deed by the Bank, including: (i) the giving of any notice to, or making of any demand on, the Assignor under or in connection with this Deed, (ii) the giving of any notice to, or taking any steps or legal or other action against, any Tenant for the recovery or payment of any Rental Proceeds due from or payable by that Tenant, and (iii) the recovery of the Secured Liabilities (or any part thereof, as the case may be). <p>All costs or expenses to be borne by the Assignor as mentioned above must be paid, or as the case may be (where such costs or expenses are or have been paid by the Bank) reimbursed, by the Assignor to the Bank immediately on demand and on a full indemnity basis, together with interest until full payment to the Bank, calculated (both before and after any court order or judgment) at the Prescribed Rate or the Default Rate (whichever is applicable) and in accordance with the Bank's usual practice or otherwise in such manner as the Bank from time to time decide according to its policies. This interest is payable and must be paid by the Assignor to the Bank even after any court order or judgment has been obtained by the Bank against the Borrower or the Assignor or any other person(s) and even if the banker-customer relationship between the Bank and the Borrower, or between the Bank and the Assignor, has or may have ceased or been terminated.</p>
8.	<p>PAYMENTS BY ASSIGNOR, WITHHOLDING TAX AND OTHER TAXES, APPROPRIATION BY THE BANK ETC (Clause 14.3)</p>	<p>The Assignor must pay all taxes (other than tax on the Bank's overall net income), duties and levies payable by the Bank (including but not limited to sales and services tax) which are chargeable on any sum charged or incurred or received or receivable by the Bank under or in connection with this Deed. These taxes, duties and levies must be paid by the Assignor to the Bank at the same time the sum in respect of which these taxes, duties and levies are chargeable, is due to the Bank, or on demand by the Bank, whichever shall be earlier. If the Assignor does not do so, the Bank may pay such taxes, duties or levies to the appropriate authority to whom such taxes, duties or levies are payable but the Assignor must reimburse the same to the Bank together with interest thereon until full payment, calculated (both before and after any court order or judgment) at the Prescribed Rate or the Default Rate (whichever is applicable) and in accordance with the Bank's usual practice or otherwise in such manner as the Bank from time to time decide according to its policies. This interest is payable and must be paid by the Assignor to the Bank even</p>

No	Provision	New/Revised Clause
		after any court order or judgment has been obtained by the Bank against the Borrower or the Assignor or any other person(s) and even if the banker-customer relationship between the Bank and the Borrower, or between the Bank and the Assignor, has or may have ceased or been terminated.
9.	MODIFICATION & INDULGENCE (Clause 15)	<p>The Assignor consents to and agrees that the Bank may (without further consent of or from the Assignor) at any time and without affecting the security hereby created:-</p> <ul style="list-style-type: none"> (a) grant any time, indulgence, forbearance, concession, waiver or consent given at any time by or on behalf of the Bank to the Borrower, the Assignor or any surety or guarantor or any other person whomsoever; (b) with prior notice, terminate, cancel, increase, reduce, renew, extend, reinstate, add, substitute, convert, restructure or otherwise vary howsoever any Facility or any other loan or financing, credit or banking facility concerned according to its policies; (c) with prior notice, terminate, novate, amend, vary or supplement, or depart from, the Facilities Agreement or any other agreement, security document or other document now or from time to time in the future executed (whether by the Borrower, the Assignor or any surety, guarantor or other person) in favour of the Bank for or relating to all or any or any part of the Secured Liabilities according to its policies; (d) with prior notice, vary, extend, renew, release, discharge, compromise, exchange or deal with any lien or any security or guarantee or any right or remedy which the Bank may now or at any time in the future have from or against the Borrower, the Assignor or any surety, guarantor or other person for or relating to all or any or any part of the Secured Liabilities according to its policies; (e) take or perfect (or omit to take or perfect, or refrain from taking or perfecting) any security or guarantee for all or any or any part of the Secured Liabilities; (f) enforce or omit to enforce or refrain from enforcing: <ul style="list-style-type: none"> (i) the Facilities Agreement or any other agreement, security document or other document now existing or from time to time in the future executed (whether by the Borrower, the Assignor or any surety, guarantor or other person) in favour of the Bank for or relating to all or any or any part of the Secured Liabilities; and/or (ii) any guarantee, charge, lien or other encumbrance

No	Provision	New/Revised Clause
		<p>or security whatsoever, or any right or remedy, which the Bank may now or at any time in the future have from or against the Borrower, the Assignor or any surety, guarantor or other person for or relating to all or any or any part of the Secured Liabilities;</p> <p>(g) release the Borrower, the Assignor or any surety, guarantor or other person(s) from any of his obligations or liabilities to the Bank for or relating to all or any or any part of the Secured Liabilities;</p> <p>(h) compound with, or make or effect or agree to accept any compromise, composition or arrangement with, the Borrower, the Assignor or any surety, guarantor or other person;</p> <p>(i) open or close, or continue with, any account or accounts (current or otherwise) of or for the Borrower, the Assignor or any surety, guarantor or other person; and</p> <p>(j) issue, confirm, renew, extend, determine, vary, increase, release, discharge, compromise, exchange or otherwise deal with any bill, promissory note or other negotiable instrument, accommodation or transaction in any manner whatsoever.</p>
10.	SUSPENSE ACCOUNT, BANK'S RIGHT TO DEBIT, BANK'S RIGHT OF SET OFF, COMBINATION OF ACCOUNTS AND OTHER RIGHTS OF THE BANK (Clause 16.3.1)	<p>In addition to the Bank's rights under <u>Clauses 4.4.1 and 4.4.2</u>, the Bank may also (and is hereby authorised by the Assignor) immediately upon or at any time after any Event of Default occurs or arises (and provided that it has given the Assignor at least seven (7) days' written notice of its intention to exercise its rights under this <u>Clause 16.3.1</u>), apply and transfer any credit balance in any of the Assignor's other accounts with the Bank anywhere whether in or outside Malaysia (whether a savings, current, deposit account or otherwise, whether or not then due and whether subject to notice or not, whether in Ringgit Malaysia or in any other currency and whether in the Assignor 's own name or in the joint names of the Assignor and another person(s)) including any account in the name of the Bank, in or towards satisfaction of the Secured Liabilities, and for this purpose, the Bank may, where necessary, convert one currency into another in accordance with its policies. The Bank is however not obliged to exercise its rights under this <u>Clause 16.3.1</u> which the Assignor acknowledges are in addition and without prejudice to the Bank's rights under <u>Clauses 4.4.1 and 4.4.2</u> and any other right of set-off, right to combine accounts, lien or right to lien or any other rights which the Bank is or may from time to time be entitled to, whether by operation of law, contract or otherwise.</p>
11.	INDEMNITIES (Clause 18.2)	<p>If the Bank receives or recovers in respect of any moneys payable to it under this Deed, any amount in a currency other</p>

No	Provision	New/Revised Clause
		<p>than Ringgit Malaysia:</p> <ul style="list-style-type: none"> (a) the Bank shall be entitled to convert that amount into Ringgit Malaysia in accordance with its policies. This conversion can be effected by the Bank on the date it receives or recovers that amount or as soon as it is practicable for it to do so. All costs incurred by the Bank in converting that amount shall be borne by the Assignor; (b) the obligations and liabilities of the Assignor to the Bank in respect of the moneys payable to it under this Deed shall be discharged or satisfied only to the extent of the Ringgit Malaysia amount which the Bank obtained upon such conversion of that amount after deducting the costs incurred by the Bank in such conversion; and (c) if the Ringgit Malaysia amount which the Bank obtained upon such conversion after deducting the costs so incurred by the Bank in such conversion is less than the moneys due to the Bank, the Assignor must immediately pay such shortfall to the Bank.
12.	DISCLOSURES (Clause 23.1)	<p>The Assignor consents to and agrees that the Bank, its directors, officers and agents may (and are hereby irrevocably authorised by the Assignor) for the purposes of or in connection with the Bank taking or accepting this Deed, and also from time to time and at any time now or in the future so long as this Deed subsists or the Assignor has any outstanding obligation or liability to the Bank:</p> <ul style="list-style-type: none"> (a) to carry out credit checks and/or verify credit or other information on or relating to the Assignor provided by or on behalf of the Assignor to the Bank at any time or from time to time according to its policies (whether before the date of this Deed or from time to time in the future), with any third parties such as the Central Credit Bureau, the Central Credit Reference Information System, and/or any other bureau or agency from time to time established or approved by Bank Negara or registered and licensed under the Credit Reporting Agencies Act 2010 or any other applicable laws relating to the provision of credit reporting services or other similar or related services to financial institutions; and (b) to obtain, procure and receive information pertaining to the Assignor (including his personal information and credit information) or his financial condition, accounts (past, present and future) with any financial institution(s), legal position and other affairs, from the third parties, bureaux and agencies mentioned in <u>Clause 23.1(a)</u> and any other sources available to the Bank from time to time.