



**BETWEEN**

**UNITED OVERSEAS BANK (MALAYSIA) BHD  
(Company No. 271809-K)  
(Bank)**

**AND**

**THE CUSTOMER NAMED HEREIN  
(Customer)**

---

**FACILITY AGREEMENT  
(HOME FINANCING-i/TERM FINANCING-i)**

---

**FACILITY AGREEMENT**  
**(HOME FINANCING-i/ TERM FINANCING-i)**

A FACILITY AGREEMENT (hereinafter referred to as this “Agreement”) dated the date as stated in Item 1 of First Schedule 1.

Between

**UNITED OVERSEAS BANK (MALAYSIA) BHD (Company No. 271809-K)** a company incorporated in Malaysia and having its registered and branch address as stated in Item 2 of the First Schedule and includes its successors in title and assigns (hereinafter referred to as “Bank”) of the one part;

and

the party whose particulars are set out in Item 3 of the First Schedule (hereinafter referred to as “the Customer”) of the other part.

WHEREAS:-

At the request of the Customer, the Bank has agreed to grant the Commodity Murabahah Home Financing-i/Term Financing-i facility under the Shariah contracts of Murabahah (cost plus), Tawarruq/Commodity Murabahah (monetization) and Wakalah (agency), in the maximum aggregate amount as set out in the Letter of Offer (hereinafter referred to as “Facility Amount”) in favour of the Customer subject to the terms and conditions herein contained.

**DEFINITION & INTERPRETATION**

**(A) Definition**

In this Facility Agreement where the context so admits, the following expressions shall have the meaning designated unless otherwise distinguished:-

<b>Words</b>	<b>Meaning</b>
Address for Service	(a) Bank: The address as stated in Item 2 of the First Schedule;  (b) Customer: The address as stated in Item 3 of the First Schedule;
Bank	means <b>UNITED OVERSEAS BANK (MALAYSIA) BHD (Company No. 271809-K)</b> , a company incorporated in Malaysia and having its registered and branch address as stated in Item 2 of the First Schedule and includes its successors in title and assigns;
Bank’s Purchase Price	means the purchase price of the Commodity in the

amount (which in aggregate shall not exceed the Facility Amount) as set out in the Letter of Offer payable by the Bank to the commodity supplier subject to the terms of this Agreement;

Business Day	means a day on which banks and financial institutions are open for transaction of business of the nature required under this Agreement;
Charge	means the instrument pursuant to which the Security Party charges all its rights, benefits and interest in the Property to the Bank upon the terms and conditions contained therein;
Code	means the Internal Revenue Code of 1986 issued by the US.
Commodity	in relation to the <i>Murabahah</i> transaction, means the commodity (except <i>ribawi</i> items in the category of medium of exchange such as currency, gold and silver) as acceptable to the Bank particularly as stated in the Commodity Sale Agreement;
Commodity Sale Agreement	in relation to the <i>Murabahah</i> transaction, means the commodity sale agreement executed between the Bank and the Customer for the sale of the Commodity by the Bank to the Customer and payment of the Deferred Sale Price by the Customer to the Bank upon the terms and conditions as set out in the Letter of Offer;
Conditions Precedent	means the conditions referred to in Clause 11 herein which must be fulfilled and performed by the Customer before the Bank proceeds with its disbursement of the Facility;
Contracted Profit Rate	means the Contracted Profit Rate as stated in the Letter of Offer for the calculation of the Deferred Sale Price pursuant to the Facility;
Customer	the party whose particulars are set out in Item 3 of the First Schedule and includes its successors in title and permitted assigns, heirs and/or personal representatives;
Deed of Assignment	in relation to the Property where no individual/strata title has been issued, means the instrument pursuant to which the Security Party assigns (by way of security) all its rights, benefits and interest in the

	Property to the Bank upon the terms and conditions contained therein;
Deferred Sale Price	means the amount as stated in the Commodity Sale Agreement, payable by the Customer to the Bank as the sale price for the Commodity which shall comprise of:  (i) the Bank's Purchase Price; and (ii) the Murabahah profit;
Effective Profit Rate	means the Effective Profit Rate as stated in the Letter of Offer for the calculation of Instalment or payment due and payable to the Bank pursuant to the Facility;
Events of Default	means any of the events or matters as specified in Clause 16(a) herein;
Facility	means collectively the Islamic financing facilities granted or made available by the Bank to the Customer and includes all other facilities or accommodation granted or made available or agreed to be granted or made available or to be continued to be made available by the Bank to the Customer now or in future in accordance with the Letter of Offer and/or this Agreement and where the Facility comprises more than one facility, the expression "Facility" shall where the context requires refer collectively to all and individually to each of the respective facility within the Facility and the outstanding balance from time to time;
Facility Amount	means the maximum aggregate amount of the Facility as set out in the Letter of Offer (which is equivalent to the Bank's Purchase Price);
FATCA	means Sections 1471 through 1474 of the Code and the regulations and other guidance issued under the Code, each as amended from time to time (commonly known as the Foreign Account Tax Compliance Act) ("FATCA") or any other agreement entered into with or between authorities for the implementation of FATCA;
Group	means the Bank's branches, agencies, representative offices, affiliated, associated or related corporations, and their respective officers, servants or agents, whether situated in or out of Malaysia.
Ibra'	means rebate or waiver of partial or total claim

against debt to be given by the Bank pursuant to the Bank Negara Malaysia's guidelines.

Indebtedness	means the aggregate of all monies (whether principal, profit, compensation ( <i>Ta'widh</i> ), commission, fees, costs or charges) outstanding or payable or agreed to be payable by the Customer and/or any other Security Party to the Bank from time to time in respect of the Facility or any account and includes all liabilities and obligations incurred by the Customer and/or any other Security Party to the Bank whether present or future, actual or contingent, alone or jointly with any other person and in whatever style or name, and whether as principal or surety;
Instalment	means the instalment / payment of the Deferred Sale Price as stated in the Letter of Offer and payable on each of the Instalment Payment Dates;
Instalment Payment Dates	means each of the dates on which Instalment is due from the Customer and unless otherwise specified or waived to commence one (1) month from the date of disbursement and/or as particularly stated in the Letter of Offer;
Legal Process	means may include, but is not limited to, any originating process including writ of summons and originating summons as well as any other forms of originating process, pleadings, interlocutory applications, affidavits, orders, judgments and any other documents which are required to be served under any written law and such notices under the Companies Act 1965, the Bankruptcy Act 1967 and the National Land Code 1965;
Letter of Offer	means the letter(s) of offer issued by the Bank and accepted by the Customer which is more particularly described in Item 4 of the First Schedule and includes any amendment, variation or supplemental thereto;
Maturity Date	means the last day of the Tenure and on which day the Facility and all other sums whatever and howsoever due and payable to the Bank;
Month	means that period of time which ends on the same date as it commences in the previous month but if there is no numerically corresponding date in the following month, then the period shall end on the last day of that month;

Murabahah	means a sale contract with a disclosure of the asset cost price and profit margin to the Customer;
Personal Data	means may include, but is not limited to, the Customer's name, address, occupation, contact details, information captured on security systems (including a recording of the Customer's image on Closed Circuit Television (CCTV)), the information contained in any of the Customer's account(s) the Customer may have with the Bank either singly or jointly with any other person, the type of products and/or services that the Customer has subscribed to with the Bank and such other necessary data regarding the Customer and the Customer's transaction(s) with the Bank.
Property	means all that piece or parcel of the property which are more particularly described in the Letter of Offer;
Purpose	means the purpose of the Facility as stated in Clause 2 hereof;
Ringgit Malaysia or 'RM'	means the lawful currency of Malaysia;
Sale and Purchase Agreement	means the Sale and Purchase Agreement or other type of agreement for purchase of the Property dated the day and year stated in the Letter of Offer executed between the Vendor and the Security Party for the purchase of the Property;
Security	means the security or securities or guarantee, as more particularly described in the Letter of Offer, required to be created in the Bank's favour or given to the Bank in exchange for the Bank granting to the Customer the Facility;
Security Documents	collectively means the security documents as stated in the Letter of Offer and any other security documents executed and/or required to be executed as the Bank deems fit;
Security Interest	means any mortgage, charge (whether fixed or floating), pledge, debenture, caveat, right of set off, lien or other encumbrance or security interest whatsoever, howsoever created or arising securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect but does not include liens arising in the ordinary course of business by operation of law and not by way of contract;

Security Party	means the Customer and/or any party or parties providing or which shall from time to time provide any Security in favour of the Bank to secure the payment of the Indebtedness;
Takaful/Insurance	means all certificates/policies and contracts of takaful/insurance of whatever nature which are now or may from time to time be taken out by the Customer in accordance with the terms of this Agreement;
Tawarruq/Commodity Murabahah	means an arrangement where a commodity is purchased with deferred price, then selling it to a third party to obtain cash;
Ta'widh (Compensation)	means the late payment charges imposed by the Bank as provided by Bank Negara Malaysia to compensate the actual loss incurred by the Bank;
Tenure	means the period of time as stated in the Letter of Offer;
this Agreement	means this agreement and includes any variations mutually agreed between the parties in writing which may be made from time to time;
US	means United States of America;
US Person(s)	means a US citizen or resident individual, a partnership or corporation organised in the US or under the laws of the US or any state of the US, a trust if (i) a court within the US would have authority under applicable law to render orders or judgments concerning substantially all issues regarding administration of trust, and (ii) one or more US Person(s) have the authority to control all substantial decisions of the trust, or an estate of a decedent that is a citizen or resident of the US. This definition shall be interpreted in accordance with the Code. Please note that persons who have lost their US citizenship and who live outside US may nonetheless in some circumstances be treated as a US Person(s);
Vendor	means the seller of the Property to the Security Party namely, the parties whose name and details as stated in the Letter of Offer; and
Wakalah	means a contract of agency.

**(B) Interpretations**

- (i) Words importing the masculine number include the feminine and neuter genders.
- (ii) Words importing the singular number include the plural number and vice versa.
- (iii) Word, expression or provision applicable to natural persons includes anybody, person, company, corporation, firm or partnership, corporate or otherwise and vice versa.
- (iv) The Recitals hereof and the Schedules hereto annexed to this Agreement shall be taken, read and construed as an integral part of this Agreement.

**NOW THIS AGREEMENT WITNESSETH as follows:-****1. The Facility**

At the request of the Customer, the Bank hereby agrees to grant and/or make available the Facility in favour of the Customer subject to the terms and conditions herein contained.

**2. Purpose of the Facility**

The Facility shall be utilised solely for the purpose as set out in the Letter of Offer (hereinafter referred to as "the Purpose").

**3. Nature of the Facility**

- (a) The parties hereby agree that the Facility has been structured based on the Shariah principles of *Murabahah* (cost plus sale), *Tawarruq/Commodity Murabahah* (monetization) and *Wakalah* (agency), the nature and mechanism of which shall be as stipulated in the Annexure 1 to the Letter of Offer
- (b) The proceeds from the sale of the Commodity shall be credited into the Customer's financing account or in such manner as may be determined by the Bank and shall be emplaced with the financing limit and with the express instruction from the Customer to the Bank, the Bank is authorized to pay to the Vendor or the Customer or any other relevant party (as the case may be) as determined by the Bank. Disbursement of the Facility shall be deemed to be made by the Bank upon such release of payment to the Vendor or Customer or other relevant party, as the case may be.
- (c) It is a term under this Agreement that the Customer and the Security Party shall provide the Security and execute the Security Documents to secure the obligations of the Customer to pay the Indebtedness.

**4. Deferred Sale Price**



- (a) IN CONSIDERATION of the Bank having agreed to grant to the Customer the Facility, the Customer hereby agrees, undertakes and covenants to pay the Deferred Sale Price within the Tenure in the manner set out in this Agreement.
- (b) The Deferred Sale Price is based on the Contracted Profit Rate as stated in the Letter of Offer.
- (c) The Bank will grant rebate under the Shariah principle of *Ibra'* at any particular interval as determined by the Bank if the Effective Profit Rate prevailing is lower than the Contracted Profit Rate.
- (d) The Effective Profit Rate is as stated in the Letter of Offer.

5. **Terms and Conditions of the Sale of Commodity**

- (a) The sale of the Commodity by the Bank shall be governed by the terms and conditions of the Letter of Offer, the Commodity Sale Agreement and this Agreement.
- (b) The Customer shall obtain such ownership title to the Commodity as the Bank receives from the purchase of the Commodity which shall be free from Security Interest. The Bank shall not be deemed to give any warranty or representation (express or implied) whatsoever, whether arising by law, by statute or otherwise and, without prejudice to the generality of the foregoing, any such warranty or representation by the Bank with regards to the Commodity is hereby expressly excluded to the full extent permitted by any applicable law.
- (c) The parties hereby agree that upon the sale of the Commodity by the Bank to the Customer, the Customer shall bear full ownership, risks, responsibilities including costs and expenses incurred towards the Commodity including the option of taking physical delivery of the Commodity. The Customer also agrees that it would make the necessary arrangement timely including but not limited to transportation, charges thereof and required licenses in order to take physical delivery of the Commodity.
- (d) The Customer agrees that in purchasing the Commodity from the Bank, it shall have accepted the Commodity on an 'as is, where is' basis.
- (e) The Customer hereby waives any claims which it may have against the Bank in respect of any loss or damage which he may suffer by reason of, or arising out of or in connection with this Agreement, any other Security Documents or otherwise (howsoever arising) in connection with or arising from the purchase of the Commodity.
- (f) The Bank's obligation to enter into a commodity transaction is subject to:
  - (i) the Bank being satisfied that no circumstances exist and no event has occurred so as to jeopardise the Bank's Security and/or to render the

Facility immediately payable and no Event of Default as set out in Clause 16(a) of this Agreement or under any agreement or arrangement referred to in the Security Documents shall have happened and be continuing;

- (ii) the representations and warranties as set out in Clause 13 are true and correct in all respects as if made on the date on which the commodity transaction is concluded and repeated by reference to the then existing circumstances;
- (iii) no extraordinary circumstance or change of law or other governmental action shall have occurred which materially and adversely affects the Customer's or the Security Party's ability to observe and perform the covenants and obligations on their part to be observed and performed under the provisions of the Security Documents;
- (iv) availability of the Commodity and the Bank's available fund; and
- (v) the proper conduct of the Customer's account and satisfactory utilisation of the Facility.

#### 6. **Compensation (Ta'widh)**

The Customer shall be liable to pay the Bank's compensation as follows:

- (a) for any failure on the Customer's part to pay the payment due under the Facility from the date of first disbursement until the date of maturity of the Facility, the Customer shall pay compensation charges to the Bank at the compensation rate of one percent (1%) per annum:
  - (i) on the overdue amount in case of default of scheduled payments; or
  - (ii) on the outstanding balance of the Facility in case of default causing the Facility to be terminated or brought to court for judgement prior to the expiry of the Tenure of the Facility.
- (b) for any failure on the Customer's part to pay any amount overdue and which failure continues beyond the Tenure of the Facility or after judgement is obtained (whichever is earlier), at such rate per annum as determined by the Bank from time to time (before as well as after judgement) provided the applicable compensation rate shall not at any time exceed the prevailing Bank Negara Malaysia's Islamic Interbank Money Market Rate on the total outstanding balance of the Facility calculated on daily rest basis; and
- (c) the amount of such compensation shall not be compounded;

or by any other method approved by the Shariah Advisory Council of Bank Negara Malaysia.

#### 7. **Limit of the Facility**

The maximum limit of the Facility available to the Customer is as specified in the

Letter of Offer.

8. **Additional Facility**

- (a) At any time during the Tenure, the Customer may request for and upon approval by the Bank, increase in the limit of the Facility. Any increase of the Facility shall be affected in the manner as the Bank deems fit.
- (b) For the purpose of abovesaid increase and subject to Shariah requirement, the Customer and/or the Bank respectively shall execute the relevant documents subject to the terms and conditions as determined by the Bank.

9. **Prepayment**

- (a) Subject to provision of Rebate (Ibra'), the Customer may prepay the Facility by giving the Bank a minimum written notice as stated in the Letter of Offer prior to making a partial or total prepayment which prepayment must be made on the profit payment date or any other date as determined by the Bank.
- (b) Any notice for prepayment shall be irrevocable and the customer shall be obligated to make such prepayment in accordance with the notice and any amount which is paid may not be reimbursed.

10. **Inconsistencies:**

- (a) The provisions of this Agreement are additional to the terms and conditions contained in the Letter of Offer and shall be read and construed as one document; if there is any inconsistency between any of the provisions of this Agreement and the terms and conditions contained in the Letter of Offer, the terms and conditions contained in the Letter of Offer will prevail, that is, the terms and conditions contained in the Letter of Offer will take precedence.
- (b) Although the Schedules to this Agreement form part of this Agreement, if any of the provisions in any of the Schedules to this Agreement is inconsistent with the provisions contained in the main text of this Agreement, the provision in the Schedule will prevail, that is, the provision in the relevant Schedule will take precedence.

11. **Conditions Precedent**

The obligations of the Bank to make any disbursement is subject to the fulfillment in the manner satisfactory to the Bank prior to the making of any disbursement, of the Conditions Precedent as set out in the Letter of Offer. Pending the fulfillment in the manner satisfactory to the Bank of the conditions stipulated in this Agreement, the Bank may terminate the Facility or any part thereof. It is further expressly acknowledged and declared that the Conditions Precedent may be waived wholly or in part by the Bank without prejudicing the rights of the Bank under any document and such waiver shall not prejudice the rights of the Bank from insisting on the

Customer's compliance with any such waived Conditions Precedent at any subsequent time.

12. **Performance of Covenants and Disbursement Conditions**

The obligations of the Bank to make any disbursement, which shall be made on a Business Day under this Agreement shall be subject to the obligations on the part of the Customer as set out in this Agreement having been fulfilled and performed to the satisfaction of the Bank and to the compliance of the following conditions:

- (a) The Bank is satisfied that no Event of Default has occurred so as to render the Facility to become immediately payable, and no event of default under any agreement or arrangement referred to in this Agreement shall have happened and be continuing or threatened;
- (b) There shall not have occurred any default in the performance by any party thereto of any covenant or agreement contained in any of the agreements and arrangements referred to hereinbefore;
- (c) The Bank is satisfied that any disbursement of the Facility shall at the time of request is required by the Customer for the Purpose specified in the Letter of Offer;
- (d) No extraordinary circumstance or change of law or other governmental action shall have occurred which shall make it improbable that the Purpose can be carried out or that the Customer will be able to perform the covenants and obligations on its part to be performed and observed under this Agreement and the Customer shall have also delivered to the Bank such evidence as to the proposed utilisation of the proceeds of the disbursement as the Bank shall reasonably require;
- (e) all the conditions as stipulated in Clause 11 above and/or disbursement conditions as stipulated herein shall have been fulfilled by the Customer to the satisfaction of the Bank;
- (f) all fees and expenses payable under the Security Documents and hereunder which have become due have been paid in full; and
- (g) the terms and conditions of the Letter of Offer and/ or any other letter issued or to be issued by the Bank have been duly complied with by the Customer;

13. **Representations and Warranties**

The Customer represents and warrants to the Bank as follows:-

- (a) that this Agreement and each of the Security Documents constitutes legal, valid and binding obligation of the Customer and/or the Security Party, and is enforceable in accordance with its terms and the obligations of the Customer and/or the Security Party hereunder and thereunder in respect of any payment due and payable by the Customer and/or the Security Party and

other expenses and charges do not contravene any legislation or regulation binding on the Customer and/or the Security Party;

- (b) that the Customer and/or the Security Party is not in default under this Agreement or any other contract or agreement binding on the Customer and/or the Security Party or to which it is subject and no litigation, arbitration or administrative proceedings are presently current pending or threatened and which default, litigation, arbitration or administrative proceedings as the case maybe, might materially affect the solvency of the Customer and/or the Security Party or might affect his/its ability to perform any of his/its obligations under this Agreement and other the Security Documents;
- (c) that the Customer and/or the Security Party is not in default in the payment or performance of any of his/its obligations in respect of moneys lent or financed by any third party and no Event of Default has occurred and is continuing;
- (d) that the granting of the Facility to the Customer will not contravene or violate any legislation;
- (e) that none of the assets, revenues, properties and rights of the Customer or the Security Party, including his/its ownership or interest of the Property, is affected by any existing agreement, mortgage, charge (whether fixed or floating), debenture, pledge, lien or any other form of encumbrance or Security Interest whatsoever nor is the Customer and/or the Security Party a party to, or any of its assets bound by any order, agreement or instrument under which the Customer and/or the Security Party is, or in certain events may be, required to create, assume or permit to arise any encumbrance, other than those arising in connection with and pursuant to this Agreement and the Security Documents;
- (f) that the Customer or the Security Party is the beneficial owner or has title to the Property.
- (g) that there is no order of any court or other governmental agency or any provision of any existing agreement binding on the Customer and/or the Security Party or to which it is subject which would be contravened or breached by the execution, delivery and performance of this Agreement.
- (h) that the Facility is to be utilised solely for the Purpose as set out in the Letter of Offer;
- (i) that all financial, statements information and other data furnished by the Customer and/or the Security Party to the Bank are complete and correct, have been prepared in accordance with generally applied accounting principles and practices consistently applied in Malaysia and accurately and fairly represent the financial condition and results of operations of the Customer and/or the Security Party as at the date or dates to which they were made up. Since such date or dates there has been no change in the Customer and/or the Security Party's financial condition or results of operations sufficient to impair the Customer's and/or the Security Party's

ability to comply with its obligations under this Agreement and the Security Documents or might adversely affect the decision of the Bank to proceed with the Facility;

- (j) that the Customer and/or the Security Party, has fully and accurately disclosed in writing to the Bank all facts which are material for disclosure to the Bank in the context of the Facility;
- (k) that there is no default by any of the relevant parties of any of the terms of the Sale and Purchase Agreement;
- (l) that the Customer and/or the Security Party has paid all taxes, duties, charges and fees due in respect of the ownership of his/its assets or the conduct of his operations;
- (m) that no bankruptcy proceedings have been commenced against the Customer and/or the Security Party;
- (n) the execution, delivery and performances of this Agreement and other Security Documents have been duly authorized by all necessary corporate action, do not contravene its Memorandum and Article of Association (if applicable) and do not violate any law or regulation or any judgment, order or decree of any governmental authority, or any mortgage, contract or undertaking binding on or affecting it, and do not result in or require the creation of any Security Interest upon or with respect to any of its property or revenues pursuant to the provisions of any such contract; and
- (o) all information furnished by the Customer and/or the Security Party in connection with this Agreement and other Security Documents do not contain any untrue statements or omit to state any fact the omission of which makes any statement made therein in the light of the circumstances under which they are made, misleading and all expressions of expectation, intention, belief and opinion and all projections contained therein were honestly made on reasonable grounds after due and careful inquiry by the Customer and/or the Security Party.

14. **Particular Covenants**

The Customer hereby expressly covenants with the Bank that at all times during the continuance of the Facility, the Customer shall:-

- (a) ensure at all times satisfactory conduct on all credit or financing facilities granted to the Customer;
- (b) procure the Bank's written consent for any other financing or whatsoever (if applicable);
- (c) comply with any directive of the Bank which may be issued from time to time;
- (d) comply with the covenants set out in the Letter of Offer and in this

## Agreement;

- (e) utilize the Facility for Shariah compliance purposes and operations only and the utilization of the Facility shall be governed by and construed by such rules and directives (whether or not having the force of law) required or imposed on the Bank and/or his/its agents by governments, central banks or other appropriate authority;
- (f) ensure that at all times his/its obligations under this Agreement and the other Security Documents to which he/it is a party to constitute direct and unconditional obligations of the Customer;
- (g) in the case where the separate issue document of title or strata title has been issued, let the Bank have the custody or possession of the issue document of title or strata title to the Property for so long as the Deed of Assignment shall remain enforceable;
- (h) in the case where the separate issue document of title or strata title has not been issued, let the Bank have the custody or possession of the original stamped copy of the Sale and Purchase Agreement and such other agreement(s) or document(s), if any, evidencing the Customer's or Security Party's title to the Property, for so long as the Indebtedness and all other moneys payable by the Customer remain undischarged;
- (i) pay the quit rent, assessment, rates, taxes, service charges and all other outgoings whatsoever payable from time to time in respect of the Property as soon as the same become due and payable and will produce to the Bank on demand all receipts for such payment. In default whereof it shall be lawful for but not obligatory upon the Bank to pay the same or any part thereof and upon such payments by the Bank all sums so paid shall be for the account of the Customer hereunder;
- (j) observe and perform all the terms and conditions contained in the Sale and Purchase Agreement and the Security Documents;
- (k) comply with and observe all the conditions, restrictions and category of use, express or implied, imposed upon, relating to, or affecting the Property or any building erected thereon or to which the Property is subject as well as the provisions of any Act of Parliament, ordinance or enactment for the time being in force and of any rule or order made thereunder affecting the same;
- (l) keep all structures and fixtures now or at any time hereafter erected on or affixed to the Property in tenantable repair and condition. In default whereof, it shall be lawful for but not obligatory upon the Bank to carry out such repairs and if the Bank shall carry out repairs, the costs and expenses thereof shall be for the account of the Customer and shall form part of the amount due hereunder;
- (m) permit the Bank and its agents and workmen at all reasonable times of the day to enter upon the Property and have access to any fixture thereof and to view

and inspect the condition or repair thereof;

- (n) inform the Bank of any application, demand, notice, order whatsoever, or any other notice, document or transaction in anyway affecting or concerning the Property or any part thereof forthwith upon its issue, publication or service (time being of the essence in respect thereof) and shall produce the same to the Bank whether demanded or not AND the Customer or the Security Party shall do all acts and take all steps necessary or expedient to safeguard and preserve the Property or any part thereof or the title or ownership thereto AND the Bank may if it thinks fit and on behalf of or in the name and at the expense of the Customer do all such acts and employ all such persons as the Bank shall deem fit for the purpose of safeguarding and preserving the Property;
- (o) give full particulars in writing within seven (7) days to the Bank upon receipt of any notice or order or proposal therefor given issued or made to the Customer or the Security Party in respect of the Property by or on behalf of any planning, local government, public health, sanitary, housing or other authority and if so required by the Bank, without delay and within the period prescribed by such notice, take all reasonable or necessary steps to comply with the provisions of such notice or order and also at the request of the Bank and at the cost of the Customer make or join with the Bank in making such objection or representations against or in respect of any such notice or order or proposal therefor as the Bank may deem expedient; and
- (p) observe and perform all the terms and conditions contained in the Security Documents and on the part of the Customer or the Security Party to be observed and performed and in addition thereto any condition and covenant binding upon the Property and not do or omit to do any act matter or thing on or in respect of the Property which shall contravene the provisions of the Security Documents or of any act, ordinance, enactment, order, rule or regulation now or hereafter affecting the same and at all times hereafter indemnify and keep indemnified the Bank against all actions, proceedings, costs, expenses, claims and demands in respect of such act matter or thing done omitted or suffered to be done in contravention of the said provisions.

15. **Restrictive Covenants**

The Customer hereby covenants that during the continuance of this Agreement and/or as long the Indebtedness remains to be paid by the Customer under the Facility, it will not without the consent in writing of the Bank first had and obtained:

- (a) assign, transfer, sell, charge or otherwise howsoever deal with the Customer's or the Security Party's rights, title and interest under the Sale and Purchase Agreement or the Property or any interest therein or make the same subject to any Security Interest or rescind remove or vary any condition or restriction affecting the Property without the written consent of the Bank first had and obtained;
- (b) lease, let out, or grant any licence or otherwise howsoever part with the possession or make or accept the surrender of any lease whatsoever of or in



respect of the Property or any fixture, structure or part thereof, to any person firm or company without the consent in writing of the Bank first had and obtained and which consent may be given or refused without assigning any reason therefore either absolutely or on such terms and conditions as the Bank deems fit and the decision of the Bank shall be final and conclusive; and

- (c) alter, pull down, or remove any building or fixture now or at any time hereafter erected on or affixed to the Property or any part thereof without the consent in writing of the Bank first had and obtained and will forthwith replace or make good the same in the event of such alteration, pulling down or removal. Where it is intended that there is to be erected any building or buildings on the Property or that the Facility is to be utilised for the purposes thereof, the Customer shall complete the erection of such building or buildings in accordance with the approved plans thereof of such competent authority or authorities necessary for the obtaining of and shall obtain a Certificate of Fitness for Occupation/Certificate of Completion and Compliance not later than such date as the Bank may stipulate.
- (d) declare or pay any dividend or bonus issue or make any distribution (be it income or capital in nature) if there is any monies outstanding under the Facility which is due and unpaid;
- (e) make any prepayment or payment of any advance made by its shareholders, directors or related corporations or any other monies or indebtedness if there is any monies outstanding under the Facility which is due and unpaid;
- (f) allow any change in its existing shareholders or their respective shareholdings and/or its directors and/or its management line-up; or
- (g) add to, delete, vary or amend its Memorandum and/or Articles of Association or change its financial year or the nature of its present business (if applicable).

## 16. **Events of Default and Remedies**

### (a) **Events of Default**

If:

- (i) the Customer and/or the Security Party shall default in the payment to the Bank of the Indebtedness or any payment due and payable or any other moneys herein covenanted to be paid after the same shall have become due by the Customer and/or the Security Party to the Bank whether formally demanded or not;
- (ii) the Customer and/or the Security Party ceases or threatens to cease to carry on its business;
- (iii) the Customer and/or the Security Party shall fail to observe or perform any covenants, undertaking, stipulation, term and condition to be observed or performed herein;

- (iv) a distress or execution or other process of a court of competent jurisdiction be levied upon or issued against any property of the Customer and/or the Security Party and such distress, execution or other process as the case may be is not satisfied by the Customer and/or the Security Party within seven (7) days from the date thereof;
- (v) the Customer and/or the Security Party or any other party to any Security Documents executed in respect of the Facility commits or threatens to commit a breach of any term, stipulation, covenant or undertaking herein contained or in other such agreement or security document between the Bank and the Customer and/or the Security Party or such other party and executed pursuant to or referred to in this Agreement and on its or its part to be observed and performed and in the opinion of the Bank has failed to remedy or take adequate steps remedy the same within seven (7) days after notice from the Bank;
- (vi) the Bank has been misrepresented, willfully misled or pertinent information has been withheld by the Customer and/or the Security Party with regard to any request for the disbursement of the Facility and/or the existing position of the Customer and/or the Security Party;
- (vii) any statement, representation or warranty made in connection with the execution and delivery of this Agreement or in connection with any request for the disbursement hereunder shall be found to have been incorrect;
- (viii) any step or action is taken or a resolution is passed for the bankruptcy of the Customer and/or the Security Party or a petition for bankruptcy, as the case may be, is presented against the Customer and/or the Security Party or, if such proceeding or action has been taken by the Customer and/or the Security Party such steps or petition is not discharged or stayed within twenty one (21) days from the date of the taking of such step or petition;
- (ix) in the opinion of the Bank (which shall be final and binding) the Customer and/or the Security Party is not carrying on the Purpose stipulated in the Letter of Offer;
- (x) for any reason any Security given to the Bank for the payment of the Facility shall be terminated or shall lapse for any reason whatsoever or if the Customer and/or the Security Party shall be in default under the terms of such guarantee or dies or becomes of unsound mind or incapacitated or commits any act of bankruptcy;
- (xi) any of the Customer's and/or the Security Party's other indebtedness to the Bank or any third party or parties becomes capable in accordance with the relevant terms thereof of being declared due prematurely by reason of the Customer's and/or the Security Party

default or failure to make any payment in respect thereof on the due date for each payment or if due on demand when demanded or the security for such indebtedness becomes enforceable;

- (xii) by reason of any change after the date of the Letter of Offer in any applicable law, regulation or regulatory requirement or, in the interpretation or application thereof of any governmental or other authority charged with the administration thereof it shall become unlawful for the Bank to comply with its obligations herein or to continue to make available the Facility;
- (xiii) any related subsidiaries/associates companies as defined in the Companies Act 1965 fails to pay on due date any moneys payable under any agreement or arrangement with any other lender/ creditor/ financier;
- (xiv) the Customer and/or the Security Party shall have been listed as a bad cheque offender by the Dishonoured Cheques Information System (DCHEQS) set up by Bank Negara Malaysia;
- (xv) in the opinion of the Bank its Security hereunder is in jeopardy and notice thereof is given to the Customer and/or the Security Party;
- (xvi) any other event or events occur or circumstances arise which in the Bank's sole opinion gives it reasonable grounds for believing that it is improbable that the Customer and/or the Security Party will be able to perform and/or punctually perform and/or comply with any of its obligations under this Agreement or the relevant Security Documents for any reasons whatsoever; and
- (xvii) upon occurrence of any other event of default as specified in the Letter of Offer and/or the Bank's Standard Terms and Conditions Governing Facilities (as referred to in the Letter of Offer);

then, at once or at any time thereafter, the Bank may, by notice to the Customer, declare:

- (i) the Indebtedness shall become immediately due and payable;
- (ii) no further utilisation of the Facility shall be made and the Facility shall be recalled and cancelled; and
- (iii) the provisions under Clause 16(b) shall apply.

(b) **Rights on Default:**

The Bank may (without prejudice to any other rights and remedies under this Agreement and/ or the other Security Documents) upon and at any time after the

occurrence of an Event of Default, so long as the same is continuing:

- (i) by notice to the Customer declare that any commitment or obligation on the part of the Bank to make available the Facility shall be terminated, whereupon such commitment and such obligation shall be terminated forthwith;
  - (ii) by notice to the Customer declare that the Facility have become terminated, whereupon the Customer shall forthwith be bound by and comply with the same on demand and any outstanding balance thereof all other moneys payable by the Customer under the terms of the Security Documents shall be forthwith due and payable on demand;
  - (iii) the Bank may forthwith thereafter enforce the Security constituted by, and exercise the powers conferred upon it under, the Security Documents in accordance with the terms therein to recover all sums payable under the Security Documents;
  - (iv) the Bank reserves its right of payment of the Facility on demand by serving to the Customer a one (1) month's written notice; and
  - (v) apply any credit balance standing to any account of the Customer with any office or branch of the Bank whether in Malaysia or otherwise with the Bank and in whatever currency towards the satisfaction of the payment of the Facility and profit thereon together with any other charges, fees, costs or expenses arising from any act in connection with the provision of the Facility.
- (c) **Proceeds of sale:**
- (i) All monies received by the Bank from any proceedings instituted or steps taken under this Agreement will be applied in the following order:-
    - (1) Firstly, to pay the quit rent, rates, taxes, assessments and other outgoings due to the relevant authorities.
    - (2) Secondly, to pay all costs (including the Bank's solicitors costs on a solicitor and client basis), charges, expenses, and liabilities incurred by the Bank and every receiver or other person appointed by the Bank in realising the Security or in performing any duties or exercising any powers.
    - (3) Thirdly, to pay the Bank all profit, costs, compensation, charges, commission and other monies which are outstanding in connection with the Facility.
    - (4) Fourthly, to pay all principal monies owing to the Bank in connection with the Facility.
    - (5) Fifthly, to pay the Bank all other monies due and remaining

unpaid under any of the Security Documents.

- (6) Sixthly, to pay the Bank any of the Customer's and/or the Security Party's liabilities to the Bank (whether present, future, contingent, primary, secondary, collateral, secured or unsecured, several or joint) under any account, agreement, or contract with the Bank.
  - (7) Seventhly, towards settlement of any monies owing by any other company in the Customer's and/or the Security Party's group of companies (including holding, subsidiary, and associated companies) to the Bank (if any).
  - (8) Eighthly, to the Customer and/or the Security Party or any other entitled persons.
- (ii) The Bank can at its sole and absolute discretion change the order of payment above, or keep such amounts in a non-income bearing suspense account. However, the change in the order of payment will not affect the Bank's right to receive the full amount to which the Bank would have been entitled to receive if the primary order of payment had been observed, or any lesser amount which the sum ultimately realised from the Security may be sufficient to pay.

**(d) Deficiency in Proceeds of Sale:**

- (i) If the amount recovered or realized by the Bank after deduction and payment from the proceeds of such recovery or realization of all fees, dues, costs, rents, rates, taxes, and other outgoings, is less than the amount due to the Bank (and whether in the process of such recovery or realization the Bank is the purchaser or otherwise) the Customer must pay the Bank the difference between the amount due and the amount so realised.
- (ii) Until the payment in the preceding paragraph is made, the Customer will also pay compensation pursuant to Clause 6 and regardless of whether or not the banker-customer relationship between the Bank and the Customer has ceased or been terminated.

**(e) Concurrent Proceedings:**

The Customer agrees that the obligations to pay the Bank under this Agreement and the Security Documents are separate and independent obligations which give the Bank separate and independent rights and causes of action regardless of any waiver or indulgence which may have been granted by the Bank in respect of any one or more of those obligations; accordingly, the Bank shall have the right to seek remedy in respect of a breach of any one of those obligations independently of or at the same time as any other remedy the Bank may seek in respect of any other breach of those obligations. In particular, the Bank shall have the right to commence

and to institute any proceedings or action in respect of any breach of those obligations and to enforce all or any of its remedies whether under this Agreement, the other Security Documents or by statute or otherwise and shall be entitled to exercise such rights and remedies concurrently, including pursuing all remedies of sale possession and by civil suit to recover all sums payable to the Bank in such manner as the Bank may deem fit in its absolute discretion.

**(f) Indemnity:**

The Customer and/or the Security Party undertakes to indemnify the Bank against any cost, claim, loss, expense (including legal fees) or liability together with any tax thereon, which it may sustain or incur as a consequence of the occurrence of any Event of Default as set out in Clause 16 (a) above.

**17. Security**

For better securing the payment of the Indebtedness, the Customer shall simultaneously with this Agreement execute or cause the Security Party to execute:

- (a) the Charge in the form and substance acceptable to the Bank in the case where the separate document of title or strata title to the Property has been issued;
- (b) the Deed of Assignment in the form and substance acceptable to the Bank in the case where the separate document of title or strata title has not been issued. Upon issuance of the separate document of title or strata title, the Customer shall further execute or cause the Security Party to execute a registrable charge over the Property in the form and substance acceptable to the Bank;
- (c) a guarantee in favour of the Bank in the form acceptable to the Bank guaranteeing the due performance and observance of the Customer and/or the Security Party of all the terms and conditions undertakings herein and the payment of the Deferred Sale Price and other monies due and payable by the Customer to the Bank hereunder;
- (d) any or all of the documents referred to in the Letter of Offer.

**18. Continuing Security**

- (a) The Security herein created is expressly intended to be and shall be a continuing security for all monies whatsoever now or hereafter from time to time payable to the Bank by the Customer under the provisions of this Agreement and other Security Documents whether alone or jointly and severally with another or others and whether as principal or surety notwithstanding that the Customer may at any time cease to be indebted to the Bank for any period or periods of time and notwithstanding:-

- (i) any account or accounts of the Customer with the Bank may from any cause whatsoever cease to be current and notwithstanding any settlement of account or accounts or otherwise;
  - (ii) any change by amalgamation, consolidation or otherwise which may be made in the constitution of the Bank.
- (b) This Agreement shall be without prejudice to any Security already given by the Customer and/or the Security Party to the Bank or any security which may hereafter be given to the Bank whether the same be for securing the Indebtedness together with all other costs and charges thereof or any other monies covenanted to be paid herein or whether it is taken as additional or collateral security or otherwise howsoever.

19. **Covenant to Provide Further Security**

- (a) The Customer shall at any time if and when required by the Bank so to execute or cause the Security Party to execute in the Bank's favour or as the Bank shall direct such legal or other mortgages, charges, assignments, transfers or agreements as the Bank shall require of and on all the Customer's and/or the Security Party's estate right, title and interest in any property or assets or business now belonging to or which may hereafter be acquired by or belong to the Customer and/or the Security Party (including any vendor's lien) and the benefit of all licences held in connection therewith to secure all moneys and liabilities hereby agreed to be paid or intended to be hereby secured, such mortgages, charges, assignments, transfers or agreements to be prepared by or on the Bank's behalf at the Customer and/or the Security Party's cost and to contain all such terms and conditions for the Bank's benefits as the Bank may reasonably require.
- (b) In furtherance of Clause 19(a), the Bank may require the Customer and/or the Security Party to deposit with the Bank the documents of title of any or all immovable properties vested in the Customer and/or the Security Party for any Tenure and all or any debentures, shares, stocks or other investments or securities registered in the Customer's and/or the Security Party's name or otherwise belonging to the Customer and/or the Security Party. Such deposit may be by way of collateral security for the payment of the moneys and liabilities hereby secured and may also or otherwise be for the purpose of securing any other moneys payable to the Bank and not secured hereby.

20. **The Bank's Other Securities**

Nothing herein contained shall prejudice or affect any lien to which the Bank is entitled to or any other securities which the Bank may at any time or from time to time hold for or on account of the monies hereby secured nor shall anything herein contained operate so as merge or otherwise prejudice or affect any guarantee, mortgage, charge, lien or other security which the Bank may for the time being have for any monies intended to be hereby or otherwise secured or any right or remedy of the Bank thereunder.

**21. Disclosure of Information**

The Customer agrees that the Bank (including the Bank's officials, employees, agents or any other persons who the Bank grants access to their records, correspondence or any material relating to the Customer and the Facility) can disclose at any time at the Bank's absolute discretion without notifying the Customer, any information relating to the Customer, a Security Party, the Customer's accounts with the Bank, the Facility, and this Agreement to the following persons:

- (a) Any members of the Group, for any of the following purposes:
  - (i) Providing the Customer with banking services.
  - (ii) Reporting.
  - (iii) Data matching.
  - (iv) Improving and furthering the provision of other services by the Bank.
  - (v) Fraud or crime prevention.
  - (vi) Investigating, preventing or otherwise in relation to money laundering and criminal activities.
  - (vii) Debt collection.
  - (viii) Outsourcing the Bank's operations.
  - (ix) Performance of duties as an officer of the Bank or in connection with the conduct of audit or the performance of risk management.
  - (x) Facilitating the performance of the Bank or any members of the Group's function.
  - (xi) Compliance with the Group's policies, guidelines, directives or requirements.
  - (xii) Corporate exercise.
  - (xiii) Any legal process initiated by or served on the Bank.
- (b) Any person, whether in Malaysia or elsewhere, who provides electronic or other services to the Bank for the purpose of providing, updating, maintaining and upgrading the said services, including but not limited to investigating discrepancies, errors or claims.
- (c) Any person, whether in Malaysia or elsewhere, which the Bank engages for the purpose of performing or in connection with the performance of services or operational functions which have been out-sourced.
- (d) The police or any public officer conducting an investigation in connection with any offence including suspected offences.
- (e) Credit card companies and financial institutions in connection with credit card enquiries.
- (f) Other banks, financial institutions, credit bureau or credit reference agents (only for credit information).
- (g) The Bank's auditors, solicitors, and professional advisors.



- (h) The Bank's stationery printers, vendors of the computer systems the Bank uses, and to such persons installing and maintaining them and other suppliers of goods or service providers the Bank engages.
- (i) Any receiver the Bank appoints or appointed by any other party.
- (j) Any credit bureau of which the Bank is a member, and any other members and/or compliance committee of such credit bureau.
- (k) Any rating agency, business alliance partner, insurer/takaful company or insurance/takaful broker or direct or indirect provider of credit protection.
- (l) Any actual or potential participant or sub-participant in relation to any of the Bank's obligations under the financing agreement between the Customer and the Bank, or assignee, novatee or transferee (or any officer, employee, agent or adviser) of any of them.
- (m) For transactions effected or processed with or without the Customer's authority in or through the ATMs of other banks or financial or non-financial institutions or terminals or other card operated machines or devices the Bank approves, to the bank, financial institution or non-financial institution, trader or other party accepting the use of the ATM card and their respective agents or contractors.
- (n) Any court, tribunal or authority, whether governmental or quasi-governmental with jurisdiction over the Bank or any members of the Group.
- (o) The Central Credit Bureau or such other authority or body established by Bank Negara Malaysia, or any other authority with jurisdiction over the Bank.
- (p) Any person to whom the Bank or any members of the Group is permitted or required to disclose to under the law of any country.
- (q) Any other person to whom such disclosure is considered by the Bank to be in the Bank's interest or the interest of any members of the Group (not applicable to strategic alliance for marketing and promotional purposes).
- (r) Any person in connection with enforcing or protecting any right under this Agreement or any Security Documents.
- (s) Any person intending to settle any monies outstanding under the Facility.

## 22. **Takaful Certificate/Insurance Policy**

### **(a) Agreement To Maintain Mortgage Takaful Certificate/Insurance Policy**

If the Customer and/or the Security Party is required to take up, or in the event that the Bank takes up on the Customer's and/or Security Party's behalf, and maintains a mortgage reducing term certificate, or any other

certificate, guaranteeing the payment of the Indebtedness, the Customer and/or the Security Party expressly agrees with the Bank to:

- (i) take up and maintain such certificates/policy with a reputable Takaful Operator/Insurance company;
- (ii) cause the interest of the Bank as loss payee to be endorsed on the Takaful certificate /insurance policy so taken up;
- (iii) pay the contribution/premium on such policies/certificates and ensure the adequacy of the policy/certificate cover; and
- (iv) deliver the receipts for such payments to the Bank.

**(b) Agreement To Maintain Takaful/Insurance On The Property**

- (i) The Customer and/or the Security Party expressly agrees with the Bank that whenever required by the Bank, the Customer and/or the Security Party will:
  - (a) ensure that the Property is adequately covered/insured up to their full coverable/insurable value and keep covered/insured the Property to the replacement value/rebuilding cost at all times, against loss or damage by fire, lightning, tempest, flood, riot, civil commotion, malicious acts and strike and such other risks as the Bank may require, with a reputable Takaful/Insurance operator approved by the Bank;
  - (b) ensure that the interest of the Bank as chargee or assignee and loss payee is endorsed on the takaful certificate(s)/insurance policy(ies) so taken up; and
  - (c) deposit with the Bank a certified true copy of the certificate(s)/policy(ies) so taken up together with evidence of payment of the current contribution/premium payable under such policy(ies)/certificate(s).
- (ii) The Customer and/or the Security Party also expressly agrees that the Bank may but is not obliged to cover/insure and keep the Property covered/insured in accordance with Item (i) (a) above. In the event the Bank proceeds to do so, the Customer and/or the Security Party shall be required to pay the takaful contribution/insurance premium and any increase to the contribution/premium on such certificates/policies on demand by the Bank. If the Customer and/or the Security Party fails to pay the takaful contribution/insurance premium, the Bank shall proceed to make the payment on behalf of the Customer and/or the Security Party and such payment shall be added to the Indebtedness of the facility.

**23. Rebate**

The Bank shall grant rebate (*Ibra'*) to the Customer in respect of any Indebtedness due under this Agreement and/or the Security Documents, but not limited to, the following events:

- (a) the Customer prepays or makes early settlement or early redemption and/or early termination or cancellation before expiry of the Tenure, including those arising from prepayments and/or restructuring and/or occurrence of Event of Default;
- (b) In the event of early commencement of Instalment prior to the expiry of grace profit period (for properties under construction);
- (c) In the event the Effective Profit Rate is lower than the Contracted Profit Rate; and
- (d) In the event the actual disbursed amount is less than the Facility Amount.

Rebate (*Ibra'*) = \*Remaining Unearned Profit – Early Settlement/Prepayment Charges and any other amount due (if any).

*\*Remaining Unearned Profit is equal to unrealised profit at the time of full settlement.*

For avoidance of doubt, it is hereby acknowledged and agreed that the rebates referred to herein shall not be construed in any manner whatsoever as cash rebate payable to the Customer, but shall be reflected as a reduction in the profit element of the Deferred Sale Price. The rebate shall only be deemed granted upon receipt of the settlement/redemption sum as determined by the Bank. The calculation of rebate shall be made in accordance with any rules, regulations and/or directives (whether or not having the force of law) required of or imposed upon the Bank from time to time and at any time by Bank Negara Malaysia or any other authority having jurisdiction over the Bank.

**24. Cross Default**

The Customer hereby expressly agrees that if any sums shall be due from the Customer to the Bank or any of the institutions within the UOB Group of Companies from time to time or at any time or if the Customer may be or become liable to the Bank or any of the institutions within the UOB Group of Companies anywhere on banking account or any other account current or otherwise in any manner whatsoever or if default is made in any provisions of such account or in any other facilities granted by the Bank or any of the institutions within the UOB Group of Companies to the Customer or in any of the provisions herein, then in any such event, the moneys hereby secured together with all moneys payable under such account or other facilities aforesaid shall immediately become due and payable and the security herein shall become immediately enforceable.

**25. Remedies and Waivers**

No relaxation, forbearance, indulgence, failure or delay on the part of the Bank in

exercising nor any omission to exercise any right, power, privilege or remedy accruing to the Bank under this Agreement and/or the other Security Documents or any Security in favour of the Bank upon any default on the part of the Customer and/or the Security Party shall impair any such right, power, privilege or remedy or be construed as a waiver thereof or an acquiescence in any default affect or impair any right, power, privilege or remedy of the Bank in respect of any other or subsequent default nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies herein provided are cumulative and not exclusive of any other rights or remedies provided by law.

26. **Reconstruction of the Customer and/or the Security Party or the Bank**

The securities, rights, liabilities and/or obligations created by this Agreement shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, re-construction, restructuring (whenever applicable) or otherwise which may be made either in the constitution of the Bank and / or the Customer and/ or Security Party (if applicable) whether past, present or future.

27. **Successors, Indorsees and Assigns**

- (a) This Agreement shall be valid and binding upon and endure to the benefit of the Customer and/or the Security Party and the Bank and their respective successors in title and indorsees, and in the case of the Bank, its assigns.
- (b) The Bank may at any time without the consent or concurrence of the Customer and/or the Security Party be at liberty to assign or to transfer their rights and obligations hereunder.
- (c) The Customer and/or the Security Party shall not assign or transfer its rights hereunder or any interest herein.
- (d) All costs and expenses of the Bank and of the assignee or transferee of and incidental to such assignment or transfer, shall be payable by the Customer and any statement or recital in the deed of assignment or document of transfer of the amount then due to the Bank under and by virtue of this Agreement shall save for manifest errors only be conclusive and binding on the Customer and/or the Security Party.

28. **Modification and Indulgence**

The Bank may and without in any way affecting the security hereby created:-

- (a) determine, modify, restructure, vary or increase any financing or other facility granted to the Customer and may open or continue any account or accounts (or both) with the Customer at any branch or branches of the Bank;
- (b) grant to the Customer or the Security Party or any other person any time or indulgence;

- (c) deal with, exchange, release or modify or abstain from perfecting or enforcing any security or other guarantee or right it may now or at any time hereafter or from time to time have from or against the Customer or the Security Party or any other person;
- (d) enter into any deed of composition with the Customer and/or the Security Party; or
- (e) renew any bill/Islamic bills, notes/Islamic notes or other negotiable security.

29. **Statement of Account**

A statement of account in writing stating the amount payable by the Customer under this Agreement or any of the other Security Documents and duly certified by the Bank or any authorised person thereof shall in the absence of manifest error be conclusive evidence that such amount is in fact due and payable by the Customer.

30. **Severability**

Any term, condition, stipulation, provision, covenant or undertaking contained herein which is illegal, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such illegality, prohibition or unenforceability without invalidating the remaining provisions hereof and such illegality, prohibition or unenforceability in any jurisdiction shall not invalidate or render illegal, void or unenforceable any such term, condition, stipulation, provision, covenant or undertaking in any other jurisdiction.

31. **Power to Obtain Financing and to Charge**

Where any monies are owing and secured by this Agreement and the Security Documents, they will be deemed to be so owing and secured regardless of:

- (a) any legal limitation, incapacity or otherwise of the Customer in respect of the financing of the Facility which might be a defence as between the Customer and the Bank;
- (b) the Customer's power to enter into this Agreement; or
- (c) any legal limitation in the power of any director, attorney, partner, agent or other person purporting to act or acting on behalf of the Customer or any other irregularity in such borrowing, financing or incurring of such liabilities.

32. **Stamp Duty**

The Customer shall, upon notice from the Bank pay all stamp duties, fees or other charges payable on or incidental to the execution, issue, delivery and registration of this Agreement and any documents related thereto including but not limited to discharge of this Agreement and shall reimburse the Bank for any such duties, fees or other charges paid by the Bank.

**33. Cost**

The Customer and/or the Security Party shall be liable to pay all fees and expenses under the Facility and the Security Documents and any other fees and expenses in connection with or incidental to this Agreement including the Bank's solicitors fees (on a solicitor and client basis) in connection with the preparation, execution and enforcement of this Agreement and the documents related thereto including but not limited to discharge of this Agreement. If the Facility or any part thereof shall require to be recovered through any process of law or the Facility or any part thereof shall be placed in the hands of solicitors for collection, the Customer and/or the Security Party shall pay (in addition to the Indebtedness payable under the Facility) the Bank's solicitors' fees (on a solicitor and client basis) and any other fees and expenses incurred in respect such collection.

**34. Taxes, Duties and Levies**

- (a) The Customer is liable to pay for any goods and services tax or other taxes or levies which as at the date of the Letter of Offer or at any date subsequent to the date of the Letter of Offer, is required by law (including the Goods and Services Tax Act 2014) or regulations, guidelines, decisions or directives issued under such laws (and shall include any amendments made to such laws, regulations, guidelines, decisions or directives) to be paid to any body or authority having jurisdiction over the Bank, in respect of any moneys charged or incurred by the Customer, during the continuation of the Facility and/or for so long as the Facility or any part of it remains outstanding and unpaid. Unless otherwise stated by the Bank at any time, any fees and charges notified to the Customer are inclusive of any applicable goods and services tax at the prevailing rate. Where the Bank has stated otherwise, the Customer shall be liable to pay the applicable goods and services tax in addition to the Bank's fees and charges.
- (b) Any goods and services tax or other taxes or levies incurred by the Bank in relation to the Facility and any other goods or services provided under the Facility shall be borne by and charged to the Customer and in the event that the Bank shall effect any payment, the Customer shall be liable to reimburse the Bank for such amounts paid.

**35. Law Applicable**

This Agreement shall be governed by and construed in accordance with the laws of Malaysia and the Customer hereby irrevocably agrees to:

- (a) submit to the non-exclusive jurisdiction of the courts in Malaysia;
- (b) waive any objections on the suitability of venue, jurisdiction or any similar grounds;
- (c) consent to the service of Legal Process in any manner permitted by this Agreement and/or any applicable laws; and
- (d) be bound by any decision or conclusion related to Shariah matters

pronounced or made by the Bank's Shariah Committee in respect of the Facility.

36. **Service of Notices and Legal Process**

36.1 Any notice, demand, request or communication (other than Legal Process) that the Bank sends to the Customer may be:

- (a) delivered by hand to the Customer's address as stated in this Agreement or such other address last known to the Bank;
- (b) sent by post (registered, AR registered, ordinary or otherwise) to the Customer's address as stated in this Agreement or such other address last known to the Bank;
- (c) sent by facsimile transmission to the facsimile number last known to the Bank;
- (d) sent by electronic mail to the electronic mail address last known to the Bank;
- (e) sent by short message system ("SMS") to the mobile phone number last known to the Bank;
- (f) by posting on the Bank's website; or
- (g) by insertion in any statement of account which the Bank sends to the Customer.

36.2 The said notice, demand, request or communication will be deemed to have been received by the Customer:

- (a) at the time of delivery at the Customer's address, if delivered by hand;
- (b) on the third (3<sup>rd</sup>) day (including the day of posting) from the date it is posted, even if it is undelivered or returned;
- (c) at the time the facsimile transmission is completed;
- (d) at the time the electronic mailing is completed;
- (e) at the time the sending by SMS is completed;
- (f) at the time of posting on the Bank's website; or
- (g) at the time the statement of account is deemed to have been received by the Customer.

36.3 The Bank will not be responsible for what may happen to notices or

communications after they are sent, for example if any notice or communication is delayed, intercepted, lost, fails to reach or is disclosed to any one during transit.

- 36.4 The Bank also reserves the right to serve on the Customer any notice in connection with the Facility or the Security by advertisement in any daily newspaper and such notice will be deemed to have been served on the Customer on the day the advertisement appears in the newspaper regardless of whether the Customer has actually seen the advertisement.
- 36.5 The Customer must notify the Bank in writing immediately on any change in the Customer's address, facsimile number, electronic mail address or mobile phone number.
- 36.6 If the Customer does not inform the Bank of any change in the Customer's address, facsimile number, electronic mail address or mobile phone number, the Customer agrees that the Bank may at the Bank's discretion rely on:
- (a) any address as stated in this Agreement; or
  - (b) any address, facsimile number, electronic mail address or mobile phone number the Bank obtains from any communication purportedly issued by the Customer to the Bank or last known to the Bank.
- 36.7 The Bank's rights under this Agreement and the Security Documents are not to be affected by any failure on the part of the Customer to notify the Bank of any change in the Customer's address, facsimile number, electronic mail address or mobile phone number.
- 36.8 In addition to and not in substitution of any mode of service that may be permitted or prescribed by any written law in force for the time being, any service of Legal Process by or on behalf of the Bank can be effected on the Customer:
- (a) if the Customer is an individual, by leaving a copy at the address as stated in this Agreement or in any communication purportedly issued by the Customer to the Bank or last known to the Bank and it shall be deemed to have been duly received by the Customer on the day it was left at the address; or
  - (b) if the Customer is a sole-proprietorship, partnership, company, association, club, society or trust by leaving a copy at the address as stated in this Agreement or in any communication purportedly issued by the Customer to the Bank or last known to the Bank or the Customer's last known place of business or registered or principal office address and it shall be deemed to have been duly received by the Customer on the day it was left at the address; or
  - (c) by sending a copy via prepaid registered or ordinary post to the address as stated in this Agreement or in any communication



purportedly issued by the Customer to the Bank or last known to the Bank or the Customer's last known place of business or registered or principal office address and it shall be deemed to have been duly received by the Customer on the third (3rd) day (including the day of posting) from the date it is posted, even if it is undelivered or returned.

37. **Irrevocable Right to Debit**

The Customer hereby agrees that without prejudice to any other rights and remedies of the Bank the Bank shall have the right (without being obliged to) at any time without prior notice to debit the Customer's current or other account or accounts with the Bank with all amounts due and payable to the Bank including but not limited to valuation fees, insurance premium/takaful contribution, fees, commissions, charges, cost and expenses referred to in Clause 33 herein and all other monies due on the Facility PROVIDED THAT no such debiting shall be deemed to be a payment of the amount due (except to the extent of any amount in credit in the Customer's current or other account or accounts) or a waiver of any Event of Default under this Agreement or any other agreement relating to the Facility. If such debiting causes the Customer's accounts to be overdrawn and the Customer fails to regularize the accounts within the period as determined by the Bank, such amount shall be payable to the Bank upon demand.

38. **Currency Indemnity**

Unless otherwise specifically agreed in writing by the Bank in relation to the Facility:-

- (a) The obligation of the Customer shall be to pay the obligations or liabilities in the same currency in which the said obligations or liabilities are incurred ("Currency of Account").
- (b) Any amount received or recovered by the Bank in respect of any sums expressed to be due to it from the Customer under this Agreement and/or the Security Documents in a currency ("Relevant Currency") other than the Currency of Account (whether as a result of, or arising from the enforcement of, a judgement or order of court of any jurisdiction or the death or bankruptcy of the Customer or otherwise) shall only constitute a discharge to the Customer to the extent of the amount in the Currency of Account which the Bank is able, in accordance with its usual practice, to purchase with the Relevant Currency so received or recovered on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If that amount in the Currency of Account purchased with the Relevant Currency is less than the amount of the Currency of Account expressed to be due to the Bank under this Agreement and/or the Security Documents, the Customer shall indemnify the Bank against any loss sustained by it as a result thereof. In any event, the Customer shall indemnify the Bank against the cost of making any such purchase.

**39. Anti-Money Laundering**

- (a) The Customer must provide and disclose to the Bank within such time prescribed by the Bank, any information which the Bank deemed necessary in order to:-
  - (i) comply with the laws or sanctions of Malaysia or any other country (including but not limited those relating to anti-money laundering or anti- terrorism); and/or
  - (ii) manage money-laundering risk or terrorism-financing risk or economic and trade sanctions risk.
- (b) Pending the Bank's receipt of the information from the Customer and until the Bank has verified the information to the Bank's satisfaction, the Bank is not obliged to proceed with any transactions or disbursements.
- (c) The Customer declares and undertakes to the Bank that the processing of any transactions will not breach any laws or sanctions in Malaysia or any other country. The Bank will not be liable for any loss arising from any delay or failure to process any transactions due to inadequate information and documentation provided by the Customer.

**40. Data Protection**

- (a) The Customer hereby confirms that the Customer has received, read, understood and agreed to be bound by the Privacy Notice issued by the Bank (which is available at the Bank's branches as well as at the Bank's website at [www.uob.com.my](http://www.uob.com.my)) and the clauses in this Agreement as may relate to the processing of the Customer's Personal Data. For the avoidance of doubt, the Customer agrees that the said Privacy Notice shall be deemed to be incorporated by reference into this Agreement.
- (b) The Customer agrees and consents that the Bank may transfer the Personal Data outside of Malaysia. All Personal Data held by the Bank and the Group will be accorded a reasonable level of protection against any loss, misuse, modification, unauthorised or accidental access or disclosure, alteration or deletion.
- (c) In the event the Customer provides Personal Data relating to third parties, including data relating to their next-of-kin and dependents (where the Customer is an individual) or data relating to their directors, shareholders, officers, individual guarantors and security providers (where the Customer is a corporation), for the purpose of the Facility, the Customer:
  - (i) confirms that the Customer has obtained their consent or is otherwise entitled to provide this data to the Bank and for the Bank to use it in accordance with this Agreement and/or the

Facility;

- (ii) undertakes that the Customer has informed the said third parties to read the Privacy Notice at the Bank's website [www.uob.com.my](http://www.uob.com.my);
  - (iii) has informed the said third parties:-
    - (aa) that the Bank may collect or verify their personal and financial data with third party sources;
    - (ab) that the Bank may disclose their personal data to classes of third parties described in the Bank's Privacy Notice;
  - (iv) agrees to ensure that the personal and financial data of the said third parties is accurate;
  - (v) agrees to update the Bank in writing in the event of any material change to the said personal and financial data; and
  - (vi) agrees to the Bank's right to terminate the Facility should such consent be withdrawn by the said third parties.
- (d) Where the Customer instructs the Bank to effect any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including data relating to those involved in the said transaction) may be received from or sent abroad, where it could be accessible by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing the Bank and/or the Bank's agents to enter into any cross-border transaction on the Customer's behalf, the Customer agrees to the above said disclosures on behalf of the Customer and others involved in the said cross-border transaction.
- (e) Additionally, but always subject to any laws (including regulations, guidelines and/or obligations) applicable to the Bank or the Group (whether in or outside Malaysia), the Customer agrees that the Bank and the Group, and the Bank's merchants and strategic partners may contact the Customer about products, services and offers, which the Bank believes may be of interest to the Customer or benefit the Customer financially. Notwithstanding the foregoing, the Bank will only disclose the Customer's Personal Data (excluding data relating to the Customer's affairs or account) to the Bank's merchants and strategic partners where the Customer's express prior consent has been obtained.
- (f) The Customer may choose not to receive any direct marketing materials from the Bank or the Group by writing in to the Bank at Personal Financial Services, P.O. Box 13525, Menara UOB, Jalan Raja Laut, 50738 Kuala Lumpur (or such other address notified by the Bank) with the Customer's

request and the Bank will abide by the Customer's latest written instructions to the Bank.

- (g) The Customer acknowledges that certain communications such as statements of account and the Bank's websites contain standard information regarding the Bank's other products and services that cannot be removed without affecting the delivery/provision of the Bank's services and/or products, the operation of the Facility and/or without imposing additional costs to the Customer.
- (h) The Customer is entitled to request in writing:
  - (i) for any information in relation to the Customer's Personal Data that the Bank holds or stores, upon payment of a prescribed fee;
  - (ii) for any information held or stored by the Bank to be updated, amended and/or corrected;
  - (iii) for the Bank to limit the processing of the Customer's Personal Data held or stored by the Bank; and
  - (iv) to make an enquiry or complaint in respect of the Bank's processing of the Customer's Personal Data.

For requests under (a) or (b), the Customer may make a request to the Bank via the Bank's Data Access Request Form or Data Correction Request Form respectively. These forms are available at the Bank's branches as well as at the Bank's website at [www.uob.com.my](http://www.uob.com.my).

The Customer may direct all the Customer's requests to any of the Bank's branches or Customer Communications Management, UOB Call Centre, P.O. Box 11212, Menara UOB, Jalan Raja Laut, 50738 Kuala Lumpur.

The Bank may charge a fee for processing the Customer's request for access or correction. The Bank may also refuse to comply with the Customer's request in respect of (a) or (b) above if the information supplied by the Customer is insufficient (as determined by the Bank) or where such request may breach or violate any law or regulation or any other reason which the Bank deems not to be in the Bank's interest to do so. If the Bank refuses to comply with such request, the Bank will inform the Customer of the Bank's refusal and reason for the Bank's refusal.

- (i) The Customer is responsible for ensuring that the information the Customer provides the Bank is accurate, complete and not misleading and that such information is kept up to date.
- (j) The Customer acknowledges that if the Customer subsequently withdraws the Customer's consent to process the Customer's Personal

Data as given earlier to the Bank, as the Bank will not be able to process and/or disclose the Customer's Personal Data in relation to the purposes set out in the Privacy Notice, the Bank will have the right to not provide or discontinue the provision of any product, service, account and/or facilities that is linked to such Personal Data.

- (k) The Bank reserves the right to amend this clause from time to time at the Bank's sole discretion and shall provide prior notification to the Customer in writing and place any such amendments on the Bank's websites or by placing notices at the banking halls or at prominent locations within the Bank's branches or by such other means of communication deemed suitable by the Bank.
- (l) This clause shall be without prejudice to any other clause in this Agreement which provides for the disclosure of data.

#### 41. **Compliance with FATCA**

- (a) The Customer shall provide all required documentation or information, including but not limited to date of birth, countries of citizenship, countries of permanent residence, countries of tax residency and associated taxpayer identification numbers, that may be required to enable the Bank or any member of the Group to comply with all requirements of FATCA or other agreement by or between governments.

The Customer shall notify the Bank in writing within thirty (30) days of any change that affects the Customer's tax status in relation to FATCA under any laws, regulations or other agreement by or between governments.

- (b) The Customer represents and warrants that the Customer has provided to the Bank all documentation or other information as may be required by the Bank for compliance with FATCA and in connection with change in tax status and shall provide all required documentation or other information within seven (7) days of a request from the Bank in writing or otherwise.

The Customer further acknowledges that any failure on the Customer's part to provide accurate and timely information pursuant to requirements and requests by the Bank may result in the Bank having to deem the Customer recalcitrant and/or reportable and take all necessary action against the Customer in order for the Bank to be compliant with requirements under FATCA, local legislation in connection with FATCA and any other provision arising out of an agreement between governments pertaining to FATCA.

- (c) For individual Customers, the Customer consents to the collection, storage, and disclosure by the Bank or any member of the Group of any Personal Data to persons from whom the Bank or any member of the

Group receive or make payments on behalf of the Customer and to governmental authorities as required by law or other agreement by or between governments. The Customer's consent shall be effective notwithstanding any applicable nondisclosure agreement. The Customer represents that the Customer has secured from any third party whose information is provided to the Bank any consents and waivers necessary to permit the Bank or any member of the Group to carry out the actions described in this Clause 41(c) and that the Customer will secure such consents and waivers in advance of providing similar information to the Bank in the future.

- (d) For Customers who are a sole proprietorship, partnerships or other business entity, a corporation, or an association, club or society or trust, the Customer consents to the collection, storage, and disclosure by the Bank or any member of the Group of any Confidential Information to persons from whom the Bank or any member of the Group receive or make payments on behalf of the Customer and to governmental authorities as required by law or other agreement by or between governments. Confidential Information includes the Customer's Personal Data, the Customer's bank account details, transactional information, and any other information that a reasonable person would consider being of a confidential or proprietary nature. The Customer's consent shall be effective notwithstanding any applicable nondisclosure agreement. The Customer represents that the Customer has secured from any third party whose information is provided to the Bank any consents and waivers necessary to permit the Bank or any member of the Group to carry out the actions described in this Clause 41, and that the Customer will secure such consents and waivers in advance of providing similar information to the Bank in the future.
- (e) The Customer agrees and acknowledges that the Bank is entitled to take all necessary action to be and remain compliant with FATCA as is required by law or other agreement by or between governments. If some of the Customer's income is reportable and some is not, the Bank will report all income unless the Bank can reasonably determine the reportable amount. The Customer hereby authorises the Bank or any member of the Group, where appropriate, to withhold or otherwise collect from any payment any required tax or other government assessment, including but not limited to any requirement to withhold or deduct an amount under the Code and the regulations and other guidance issued under the Code, each as amended from time to time or any other agreement by or between authorities.
- (f) The Bank or any member of the Group, may take whatever action the Bank consider appropriate to meet any obligations, either in Malaysia or elsewhere in the world, relating to the prevention of tax evasion. This may include, but is not limited to, investigating and intercepting payments into and out of the Customer's account(s) (particularly in the case of international transfer of funds), investigating the source of or intended recipient of funds, sharing information and documents with domestic and

international tax authorities and withholding income from the Customer's account(s) and transferring it to such tax authorities. If the Bank is not satisfied that a payment in or out of the Customer's account(s) is lawful, the Bank may refuse to deal with it.

- (g) To the fullest extent as may be permitted by law, the Bank will not be liable to the Customer for any losses, costs, expenses, damages, liabilities the Customer may suffer as a result of the Bank complying with legislation, regulations, orders or agreements with tax authorities or by and between tax authorities or if the Bank make an incorrect determination as to whether or not the Customer should be treated as being subject to tax or tax reporting obligations.
- (h) This Clause 41 will override any inconsistent term or consent provided by the Customer under any agreement with the Bank to the extent that such agreement provides fewer or lesser rights for the Bank, whether before or after the date of this Agreement. This Clause 41 shall be without prejudice to any other clause in this Agreement which provides for the request for information or disclosure of data.

42. **Counterparts**

This Agreement may be executed in any number of counterparts, and this shall have the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

43. **Upstamping**

This Agreement and the Security Documents are intended to regulate and secure any further financing to the Customer, and in the event such further financing is made by the Bank, the Bank is hereby duly authorised but not obligated to pay such additional stamp duty on this Agreement to regulate and secure such further financing at such rate as such additional financing shall attract based on the then prevailing legislations pertaining to stamp duty.

Notwithstanding anything herein written, and subject to the commodity transaction to be undertaken for the additional amount the Bank shall also at liberty, at any time and from time to time, without any prior notice to the Customer, to upstamp this Agreement to secure also the excess of any Indebtedness (including all profits, fees, charges, compensation thereon) due or owing to the Bank over the Bank's Purchase Price for which this Agreement shall for the time being be stamped and such monies paid and expended by the Bank shall form part of the moneys secured by this Agreement and the Security Documents and be payable on demand by the Customer.

44. **Principal & Secondary Instruments**

IT IS HEREBY AGREED AND DECLARED that this Agreement and the Security Documents are instrument employed in one transaction to secure the payment of the

Indebtedness for which *ad valorem* stamp duty will be paid on the original of this Agreement and more particularly stated in Second Schedule within the meaning of Section 4 (3) of the Stamp Act 1949, and for the purpose of the said section, this Agreement is deemed to be the principal or primary instrument and the Letter of Offer and the Security Documents are deemed to be the auxiliary or secondary instruments.

[End of clauses]



**IN WITNESS WHEREOF** the Common Seal and/or hands of the Customer was hereunto affixed and/or set and the Bank by its Attorney(s) has/have hereunto set his/their hand.

**Execution by Bank**

SIGNED by ) **UNITED OVERSEAS BANK (MALAYSIA) BHD**  
 as Attorney for and on behalf ) by its Attorney  
**UNITED OVERSEAS BANK** )  
**(MALAYSIA) BHD** )  
**(Company No.: 271809 K)** )  
 in the presence of :- )

.....

**Execution by the Customer (\*whichever applicable)**

For Individual Customer

\*The execution of this Agreement by )  
 the Customer )  
 in the presence of:- ) .....

For Company Customer

\*SIGNED for and on behalf of the Customer )  
 in a manner authorised by its constitution )  
 under its Common Seal which said )  
 Common Seal was hereunto duly affixed )  
 on the 20 )  
 in the presence of: )

.....  
 Director  
 Name:  
 NRIC No.:

.....  
 Director/Secretary  
 Name:  
 NRIC No.:

For Company Customer

\*SIGNED for and on behalf of the Customer )  
 in the presence of :- )

.....  
 (Authorised Signatory)  
 Name:  
 NRIC No.:

**FIRST SCHEDULE**

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

Item No	Subject Matter	Particulars
1	<b>Date of this Agreement</b>	
2	<b>Name and Address of the Bank</b>	Registered Address: United Overseas Bank (Malaysia) Bhd (271809-K) Level 11, Menara UOB, Jalan Raja Laut, 50350 Kuala Lumpur  Branch Address:
3	<b>Name and Address of the Customer</b>	<p><b><u>Individual Customer:</u></b>                      Name:                      NRIC No.:                      Residential Address:</p> <p><b><u>Company Customer:</u></b>                      Name:                      Company No.:                      Registered Office:                      Business Address:</p>
4	<b>Letter of Offer</b>	Letter of Offer dated

**SECOND SCHEDULE**

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

This Schedule is a supplemental agreement to the Facility Agreement and the Customer confirms that the Facility secured by the Facility Agreement will include the facilities for the amount stated below:-

**Amount secured by the Facility Agreement:**

**Date of Letter of Offer:**

**Date of signing:**

**Bank**

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

**Customer**

\*Signed by the Customer )  
in the presence of: )

\*The Customer's common seal )  
was affixed to this document )  
in the presence of: )

.....  
Director

.....  
Director/Secretary

\*Delete wherever inappropriate

**APPENDIX 1**  
**Copy of the Letter of Offer**