

1 Conditions Precedent To Availability of Facilities

The Facilities will be made available to you subject to the fulfilment of the conditions precedent set out in this Letter of Offer (including those specified hereinbelow), the Facilities Agreement and security documents to the satisfaction of the Bank.

- a) Opening of a current/savings account with the Bank.
- b) Receipt of your irrevocable standing instructions to the Bank for the payment of the interests and monthly instalments.
- c) Where the Bank is part-financing the purchase of the property, the Bank does not have notice of any legal action or bankruptcy or winding-up petition against the developer/vendor/registered proprietor (or any of the vendors or proprietors, if more than one) of the property;
- d) There has been no material change in your or any of the security party(ies)'s circumstances or any circumstances affecting or potentially affecting the property or Bank's security which in the opinion of the Bank would have an adverse impact on the Bank or your and/or the other security party(ies)'s ability to perform your/its/their obligations hereunder and under the other security documents in accordance with the terms thereof;
- e) Where insurance/MDTA/MRTT is required, fulfillment of the conditions specified in Item 17 herein to the satisfaction of the Bank.

2 Release of Facilities

Upon the fulfillment of the conditions precedent required by the Bank. In the event the Facilities granted consist of an overdraft and term loan, the term loan will be released first before the overdraft may be utilised.

3 Utilization of Facilities

If the Facilities are not utilized for whatsoever reason within three (3) months from the date of the Letter of Offer or such further period as the Bank may prescribe regardless of whether the loan/security documents have been completed or not, the Bank shall be at liberty to withdraw the Facilities or to vary the terms of the Facilities. You shall reimburse the Bank for all costs, fees and expenses incurred by the Bank for doing so.

4 Termination Fee

Further to the above, a termination fee of RM2,000 shall be charged if the Facilities herein or any part thereof is cancelled by you prior to the disbursement of the Facilities for any reason whatever.

5 Interest

- 5.1 Interest will be charged on monthly or daily rest basis for Term Loan and daily rests for the overdraft (where granted) unless specified otherwise.

Variation of Interest Rates – Regardless of any other provisions in this Letter of Offer, the Bank is entitled at its absolute discretion from time to time and without any requirement for agreement by you: (i) to substitute and/or change the entire basis of calculating the Prescribed Rate; and/or (ii) to vary, change and/or substitute the Reference Rate; and/or (iii) to vary such margin imposed above or below the Reference Rate; and/or (iv) to vary any commission, discount or other banking charges. The Bank may exercise a combination of any one or more of the above and may, at its absolute discretion, vary the amount of the monthly instalment or the number of the monthly instalments due to variation of the Prescribed Rate, margin or the default rates of interest or for any reason.

The "Reference Rate" means the reference rate per annum from time to time stipulated by the Bank as its lending rate for credit/financing facilities, including but not limited to BLR, BR, ECOF, FDR or KLIBOR as the case may be or such other rate by whatsoever name called as quoted by the Bank wherever applicable from time to time. The ECOF is defined as the cost to the Bank of funding the Facilities from whatever source it may select at its absolute discretion plus the cost of maintaining its statutory reserves, liquidity requirements, administrative and credit costs and other related costs of the Bank as stipulated by the Bank from time to time.

Minimum Prescribed Rate

The minimum Prescribed Rate applicable to the Facilities shall not be less than 4.00% p.a. calculated on daily rest or such other minimum rate as may be prescribed by the Bank from time to time.

- 5.2 Additional Interest – If you default on any two (2) cumulative payments of interest before full disbursement or default on any two (2) cumulative monthly instalments, during the duration of the Facilities, the Bank shall at its discretion be entitled to vary the Prescribed Rate, which shall

thereafter comprise of Additional Interest above the Reference Rate on daily rests or such other rate as the Bank may prescribe on the balance outstanding. The variation of the Prescribed Rate shall continue to apply notwithstanding that you may have, at any time after such variation, remedied such default and/or regularised your account. For the purpose of this Clause 5.2, "Additional Interest" shall be chargeable as follows:

- a) For Facilities pegged to BLR : 2.50% per annum.

For Hong Leong Business Working Capital - If you default on any two (2) cumulative monthly instalments, during the duration of the Facilities, the Bank shall at its discretion be entitled to vary the Prescribed Rate to 8% per annum above the BLR on daily rests or such other rate as the Bank may prescribe on the balance outstanding.

The variation of the Prescribed Rate shall continue to apply notwithstanding that you may have, at any time after such variation, remedied such default and/or regularised your account.

5.3 Default Interest – If you default in payment of any monies, whether principal or interests or on any sums whatsoever, or in the event the Bank recalls the Facilities, interest at the rate of 1% shall be charged on the sums payable from the time of default up to the time the sums are paid (both before as well as after demand or judgment).

5.4 A commitment fee of 1% per annum may be levied on the daily unutilised portion of the Overdraft.

5.5 Interest on Overdraft Excess – Where an overdraft facility is granted, you must not draw in excess of the overdraft limit. If you have drawn or utilised sums in excess of the limit, interest on Overdraft Excess ("OD Excess Interest") above the Reference Rate or such other rate as may be determined by the Bank shall be charged on all sums drawn in excess of the limit. For the purpose of this Clause 5.5, OD Excess Interest shall be chargeable as follows:

- a) For Facilities pegged to BLR : 4.00% per annum; and

5.6 In addition and without prejudice to the powers, rights and remedies herein conferred upon the Bank, the Bank reserves the right to impose a Prescribed Rate at BLR + 0% per annum on daily rests in the event the difference between the OPR ("Overnight Policy Rate") and the BLR declines to below 2% during the loan tenure and to revert to the prevailing Prescribed Rate when the difference between the OPR and the BLR increases to 2% and above.

6 Applicable to Term Loan on Daily Rest

6.1 For Term Loan on Daily Rest: interest chargeable at the Prescribed Rate, as the case may be, shall be calculated on the daily outstanding Term Loan Balance from the date of release on a 365-day basis. Interest shall be debited into your account at the end of each month and shall be due and payable on the first day of the following month. No part of any Instalments to be paid by you under the Term Loan or any payments which you may make to the Bank shall be deemed to be a repayment of principal until all interest due or deemed to be due has been paid. "Term Loan Balance" is the outstanding balance in your Term Loan account which will include principal and all other charges payable to the Bank less any Advance Payment.

6.2 When receiving any payment towards the Term Loan on Daily Rest, the Bank shall have the discretion to apply such amount paid towards any arrears, Instalment(s) payable and other outstanding charges payable (collectively called "the Outstanding Payments"). The surplus, if any, shall be treated as Advance Payment unless instructed otherwise by you in writing as redemption of the Term Loan or prepayment pursuant to Item 10 below. Advance Payment can be made any time and will be available for redrawing during the original tenure/repayment period of the Term Loan subject to the conditions set out in Item 6.3 below.

6.3 Notwithstanding any terms or conditions in the Bank's loan and security documents, the Advance Payment will be available for redrawing on the following conditions:-

- a) the original tenure/repayment period of the Term Loan has not expired;
- b) the Term Loan account has not been fully repaid and the security(ies) for the Term Loan have not been discharged or cancelled;
- c) each proposed redrawing is subject to a minimum of RM5,000-00 and in multiples of RM1,000-00 (or such other minimum amount or multiples as the Bank may decide from time to time at its absolute discretion);
- d) payment of a non-refundable service fee of RM50-00 (or such other fees/charges as the Bank may impose from time to time);

- e) receipt by the Bank of Redrawing Notice (in the Bank's format) given in writing seven (7) days prior to the redrawing; and
 - f) no event of default shall have occurred or is continuing at the time of the proposed redrawing.
- 6.4 Any amount redrawn shall form part of the principal amount outstanding under the Term Loan account on Daily Rest and shall be subject to interest at the Prescribed Rate. Notwithstanding any redrawing or Advance Payment, your obligation to pay the Instalments when due shall remain.
- 6.5 All redrawing shall be credited into any one of your savings or current account maintained with the Bank or any other financial institutions in Malaysia.
- 6.6 Item 10 (on Prepayment) shall not apply if payments made are towards Advance Payment and not as prepayment pursuant to Item 10.

7 Repayment of Term Loan

- 7.1 The Term Loan shall be repaid by the monthly instalments as stated in the Letter of Offer or such other amount as may be prescribed by the Bank and shall commence on the first day of the following calendar month after full release of the Term Loan or to commence at such other time or by such other amounts or in any other manner as may be stipulated by the Bank subject always to the Bank's right to request repayment in full on demand at the Bank's sole discretion.
- 7.2 You may elect to commence repayment of the Term Loan before the full disbursement by the Bank and the repayments shall be of such amounts and payable at such times acceptable to the Bank.

8 Repayment of Overdraft

- 8.1 Interest on the Overdraft is to be serviced monthly and the outstanding sums of the overdraft (whether principal, interest accruing thereon or any other monies owing to the Bank) shall be repayable on demand.
- 8.2 In the event the Overdraft is subject to annual reduction of its limit upon such terms and conditions prescribed by the Bank, the Borrower shall effect the repayment of such amounts as are necessary to ensure that the Overdraft is operated within the reduced limit at all times.

9 Early Redemption or Settlement of the Facilities except full Overdraft facility (if applicable)

- 9.1 You shall give the Bank the requisite prepayment notice set out in Item 10 below. The Bank shall be entitled to debit your account for such amounts without further notice to you.
- 9.2 Notwithstanding that no full drawdown of the Term Loan has been made, the Bank may by notice in writing to you require the repayment of the Term Loan by instalment.

10 Prepayment (if applicable)

- 10.1 For commercial properties – Prepayment of the whole or any part of the outstanding sums owing under the Facilities is subject to Bank's consent and by giving the Bank three (3) months' written notice (calculated from the date of the Bank's receipt of such notice) or by paying three (3) months' interest in lieu of notice.
- 10.2 For residential properties – Prepayment of the whole or any part of the outstanding sums owing under the Facilities is subject to Bank's consent and by giving the Bank one (1) month's written notice (calculated from the date of the Bank's receipt of such notice) or by paying one (1) month's interest in lieu of notice. This provision also applies to loans for the purchase of shophouse (of which the ground floor is for business use and the upper floors are for residential use).
- 10.3 Prepayment will only be permitted when the Facilities have been released in full. Any partial prepayment shall be in multiples of RM1,000-00 or such amounts acceptable to the Bank. Such prepayment shall in no way allow you a reduction in the monthly instalment but only to a reduction in the number of instalments unless agreed upon by the Bank in writing. Any prepayment notice once given shall be irrevocable. Prepayments shall be applied towards payment or on account of the instalments in the inverse order of maturity.
- 10.4 Notwithstanding any provision in this letter or in the loan or security documents, no repayment or prepayment of the Facilities may be available for redrawing/be reborrowed unless expressly permitted by the Bank.

11 Recall of Facilities

- 11.1 The Bank may suspend the utilization of or recall the Facilities in the event if you do not pay any sums payable or if you or the security parties breach any of the terms stipulated in the Letter of Offer, any information/documents, representation or warranty given is incorrect/false, the loan/security documents or default on any account with the Bank or with any other financial institution or fail to make the declaration pursuant to the Financial Services Act 2013 or BNM Guidelines on Credit Transactions and Exposures with Connected Parties or upon the occurrence of an event of default stipulated in the loan/security documents.
- 11.2 The Bank reserves the right to recall the Facilities granted to you and to close your account(s) once you have been blacklisted by Dishonoured Cheques Information System (DCHEQS). The designation of a Special Account is subject to the absolute discretion of the Bank.

12 Review of Accounts & Valuation

- 12.1 Nothing in this Letter of Offer shall be deemed to impose on the Bank any obligation either at law or in equity to make or to continue to make available the Facilities to you. The Facilities and all interest, costs and fees, including renewal fee thereon (where applicable) shall be payable on demand and the Bank shall have the right to debit your account with the Bank.
- 12.2 Notwithstanding anything to the contrary in the Letter of Offer or the Appendices annexed thereto, and further notwithstanding any specific purpose(s) agreed to herein, the Bank shall be entitled to review the granting and/or continuation of the Facilities at any time and from time to time (irrespective of whether or not the Facilities or any part thereof has been utilised or disbursed or whether any event of default has occurred), including but not limited to the following circumstances:-
- a) where there is a change in applicable law or regulation which makes it impossible or unlawful for the Bank to continue its making available the Facilities or any part thereof to you or if you or any other security parties shall be affected by a material change in circumstances which in the opinion of the Bank has an adverse impact on your and/or any security parties' ability to perform your/their obligations hereunder and under the other Security Documents or is likely to be detrimental to the Bank; or
 - b) if any of your/the security parties' representations and warranties shall at any time be found to have been incorrect in any material respect; or
 - c) if any conditions stipulated herein is breached or not fulfilled to the Bank's satisfaction; and upon any such review, the Bank shall be entitled to exercise any of its rights and powers to withdraw, cancel, suspend, terminate or recall the Facilities or any part thereof, and you hereby agree to immediately accept such decision and/or repay to the Bank the indebtedness then due and outstanding under the Facilities.
- 12.3 The Bank shall be entitled to require the re-valuation of the property periodically and at any time and the fees and costs incurred shall be borne by you.

13 Disclosure

In addition to the permitted disclosures provided under Schedule 11 of the Financial Services Act 2013 ("FSA"), you irrevocably authorize and permit the Bank, its officers and employees to disclose and furnish all information concerning the Facilities, this Letter of Offer, your present and future accounts and any other matters relating to you or your business and operations to:-

- a) other financial institutions granting or intending to grant any credit facilities to you, the Credit Bureau or any other central credit bureau established by Bank Negara Malaysia, Cagamas Berhad, Credit Guarantee Corporation, any other relevant authority as may be authorised by law to obtain such information or such authorities/agencies established by Bank Negara Malaysia or any agency established by the Association of Banks in Malaysia;
- b) any current or future corporation which may be associated or related with the Bank (as defined in the Companies Act 1965), including representative and branch offices and their respective representatives as well as subsidiaries of the Bank's holding company;
- c) your Security Parties or any party intending to provide security in respect of the Facilities;
- d) the Bank's auditors, solicitors and/or other agents in connection with the recovery of moneys due and payable hereunder; and
- e) the Bank's professional advisers, service providers, nominees, agents, contractors or third party service providers who are involved in the provision of products and services to or by the Bank and its related or associated companies.

You hereby irrevocably consent to such disclosure and confirm that the Bank, its officers and employees shall be under no liability for furnishing such information or for the consequences of any reliance which may be placed on the information so furnished in accordance with this Letter of

Offer.

You hereby expressly authorize and consent to the Bank obtaining any information on you from any credit reference agency or source and at any time as the Bank considers appropriate.

14 Consent to Process Personal Information

You hereby agree and consent to the holding, collection and use of all personal data provided to the Bank or acquired by the Bank from the public domain, as well as personal data that arises as a result of the provision of services to you in connection with the Facilities or your other accounts maintained with the Bank, in accordance with the Privacy Policy** of the Bank as may be amended from time to time.

**"Privacy Policy" shall mean the Bank's policies and principles pertaining to the collection, use and storage of personal information of existing and prospective individuals and entities dealing with the Bank as may be amended from time to time and made available at the Bank's website or in such manner as the Bank deems appropriate from time to time.

15 Legal Costs & Other Expenses

All fees, costs and other expenses (including stamp duties, legal and other professional fees) in connection with the Facilities and the loan/security documents shall be borne by you whether or not the Facilities are utilised, withdrawn or cancelled for whatever reason. In the event the Facilities have to be recovered by any process of law, all fees and expenses in connection with such recovery including the Bank's solicitors fees and costs (on a solicitor-client basis) shall be borne by you. The Bank shall have the right to debit the aforesaid fees, costs and expenses to your account(s).

16 Financial Services Act 2013 ("FSA") and BNM Guidelines on Credit Transactions & Exposures with Connected Parties ("Guidelines")

To enable the Bank to comply with the FSA and the said Guidelines, you shall declare to the Bank whether you are a connected party under the Guidelines, which includes but is not limited to, a spouse, child, parent or financial dependant of the Bank's Director, Executive Officer or credit-approving/ appraising/reviewing officer or in the case of a corporate/business-customer, includes an entity controlled by such above mentioned Bank's persons. If at any time you become a connected person, you must notify the Bank in writing immediately. The Bank reserves the right to terminate the Facilities in the event you fail to make the appropriate or correct declaration, resulting in the Bank contravening the FSA or the said Guidelines.

17 MDTA/MRTT/Insurance

17.1 Conditions Applicable to Financing the Mortgage Decreasing Term Assurance ("MDTA") or Mortgage Reducing Term Takaful ("MRTT") Premium/Takaful Contribution

The Bank may at its absolute discretion finance the premium/takaful contribution payable for the MDTA/MRTT policy subject to the following conditions:

- a) the MDTA/MRTT must be taken only from Hong Leong Assurance Bhd ("HLA")/Hong Leong MSIG Takaful Bhd ("HLMT"). If HLA/HLMT rejects your application, the Bank will not finance the premium/takaful contribution;
- b) only the basic premium/takaful contribution for the MDTA/MRTT will be financed. HLA/HLMT reserves the right to impose a loading or excess to the basic premium/takaful contribution based on your occupation and medical/health conditions. If HLA/HLMT requires a loading or excess or if the final premium/ takaful contribution exceeds the amount stated in this Letter of Offer ("differential amount") to be paid, you will bear the cost of such loading, excess or differential amount. The Bank shall be entitled at its absolute discretion but shall not be obligated at any time and without further notice to you, to debit your account for such amounts as may be necessary to procure the MDTA/MRTT. In the event the final premium/takaful contribution quoted in the letter of acceptance or letter of offer by HLA/HLMT is lower than the MDTA/MRTT Financed Amount stated in this Letter of Offer, the whole MDTA/MRTT Financed Amount shall nevertheless be disbursed. However, any excess amount financed and not applied towards the premium/takaful contribution, shall be credited to your term loan account;
- c) you must assign absolutely all rights, title, interest and benefits under the MDTA/MRTT policy to the Bank and with the Bank named as the sole beneficiary; and

17.2 Where MDTA/MRTT is required but is not financed by the Bank, the premium/takaful contribution for the MDTA/MRTT must be paid within 14 days from the issuance of the letter of acceptance or letter of offer by HLA/ HLMT for MDTA/MRTT. Payment in respect of premium/ takaful contribution shall be made in any of the following manner:-

- a) Remittance/payments through electronic means e.g. through the use of internet banking and Inter Bank Giro ("e-payment") shall be made to 'Hong Leong Assurance Berhad – A/C No: 001-00-10880-2'/Hong Leong MSIG Takaful Berhad – A/C No: 001-01-500478'. You are to ensure the correct policy/certificate number is specified when remitting the payment; or
- b) Issuance of a cheque, you are to ensure that the cheque is payable to 'Hong Leong Assurance Berhad for (your full name as per IC)'/Hong Leong MSIG Takaful Berhad for (your full name as per IC)'. You are to indicate your full name, IC No. and Policy/Certificate No. (as stated in the letter of acceptance or letter of offer issued by the insurer/takaful operator on the reverse side of the cheque. In the event you overlooked or omit to do so, the Bank is nevertheless authorised to utilise the proceeds of the said cheque towards payment of the same.
- 17.3 Your entitlement to the promotional rates for Term Loan (if applicable) is conditional upon the approval of HLA/HLMT of your MDTA/MRTT application and the payment of premium/takaful contribution. If this condition is not complied with for any reasons whatsoever, the Bank is entitled to withdraw the promotional rates and impose the non-promotional rates at its absolute discretion.
- 17.4 If you default under any terms of the Facilities or are in arrears of the Instalments for at least three (3) months, the MDTA/MRTT policy may be terminated by the Bank and the Bank shall be entitled to claim the surrender value on demand of the said policy.
- 17.5 **Insurance of Property(ies)**
You are to insure and you authorise the Bank to sign any insurance application form/advise on your behalf to insure the property(ies) to be charged to/assigned with such insurance company as may from time to time be approved by the Bank in the name of the borrower(s)/chargor(s)/assignor(s) and the Bank as chargee and loss payee against such risks and for such sums as the Bank may require.
- 17.6 All residential property(ies) to be insured under houseowner policy(ies) whilst commercial and vacant property(ies) will be insured under fire policy(ies). In this respect, you are to let us have custody of the original insurance policy and premium receipts. Where the property(ies) are under construction, you are to insure the property(ies) upon commencement of construction.
- 18 Government Taxes and/or statutory/regulatory imposed charges, fees etc**
- 18.1 For the purpose of this Clause:
"Tax" means any present or future, direct or indirect, Malaysian or foreign tax, levy, impost, duty, charge, fee, deduction or withholding of any nature, that is imposed by any Appropriate Authority, including, without limitation, any consumption tax such as the goods and services tax ("GST") and other taxes by whatever name called, and any interest, fines or penalties in respect thereof.
- "Appropriate Authority" means any government or taxing authority.
- 18.2 The fees, charges and all other monies to be paid by you to the Bank under the Facilities, Facilities Agreement or the security documents, including any amount representing reimbursements to be paid by you to the Bank, are exclusive of any Tax, and shall be paid without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding.
- 18.3 In the event you are required by law to make any deduction or withholding from the fees, charges and/or all other monies payable to the Bank under the Facilities, Facilities Agreement or the security documents in respect of any Tax or otherwise, the sum payable by you in respect of which the deduction or withholding is required shall be increased so that the net fee/charge and/or the net amount of monies received by the Bank is equal to that which the Bank would otherwise have received had no deduction or withholding been required or made.
- 18.4 You shall in addition to the fees, charges and all other monies payable, pay to the Bank all applicable Tax at the relevant prevailing rate and/or such amount as is determined by the Bank to cover any Tax payments/liabilities/obligations in connection therewith, without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding, apart from any Taxes which may be required under any laws to be paid by you directly to any Appropriate Authority, which you shall remit directly to the Appropriate Authority.
- 18.5 If at any time an adjustment is made or required to be made between the Bank and the relevant

taxing authority on account of any amount paid as Tax as a consequence of any supply made or deemed to be made or other matter in connection with the Facilities, Facilities Agreement or the security documents by the Bank, a corresponding adjustment may at the Bank's discretion be made as between the Bank and you and in such event, any payment necessary to give effect to the adjustment shall be made.

- 18.6 All Tax as shall be payable by you to the Bank as herein provided shall be paid at such times and in such manner as shall be requested by the Bank.
- 18.7 You hereby agree to do all things reasonably requested by the Bank to assist the Bank in complying with its obligations under any applicable legislation under which any Tax is imposed. In the event a new Tax is introduced and such Tax is required to be charged on the transaction contemplated in this Letter of Offer, you agree to provide your fullest cooperation to the Bank in assisting the Bank in complying with its obligations under the relevant laws.
- 18.8 For the avoidance of doubt, the parties agree that any sum payable or amount to be used in the calculation of a sum payable expressed elsewhere in the Facilities, Facilities Agreement or the security documents has been determined without regard to and does not include amounts to be added on under this clause on account of Tax.

19 Miscellaneous

- 19.1 The Bank may by giving prior notice to you:-
- a) vary or depart from the terms and conditions governing the term loan, the loan and/or security documents and you hereby expressly consent to any and all such variations and/or departure (however substantial) provided always that such variation or departure is due to the happening of any of the following circumstances or events :-
 - i. changes in the lending rate or change in the repayment period/instalments and amount as a result of movement in the Bank's Reference Rate or 3-Month KLIBOR; or
 - ii. to be in line with guidelines issued by Bank Negara Malaysia or the Government; or
 - iii. to be in line with the guidelines issued by the Association of Banks/Finance Companies in Malaysia; or
 - iv. increase in the spread for the delinquent loans; or
 - v. changes in the key directors or shareholders as a result of resignation or disposal of shares or changes in your principal activities (where the borrower is a company); or
 - vi. non-compliance with the terms and conditions governing the term loan without the Bank's prior written consent; or
 - vii. the term loan is not used for the intended purpose; or
 - viii. when your financial position deteriorates; or
 - b) deal with exchange release or modify any security documents or rights it may now or at any time hereafter or from time to time have from or against you or any other person; or
 - c) compound with you or any security parties or any other person.
- 19.2 Notwithstanding any other provisions herein, in the event the Bank is unable to perform any of its obligations or any operations or to provide any service(s) due to any reason beyond the Bank's control, including but not limited to fire, earthquake, flood, epidemic, natural catastrophe, accident, riots, civil disturbances, industrial dispute, act of public enemy, embargo, war, act of God or any failure or disruption to telecommunication, electricity, water, fuel supply or any factor in a nature of a force majeure, the Bank shall not in any way be liable for any inconvenience, loss, injury, damages suffered or incurred by you arising from the same.
- 19.3 The Bank will not be responsible for the delay relating to the process of documentation or for the delay in progressive payments and/or full payment and all claims for late payment interest and/or penalties imposed by the vendor/developer (as the case may be) shall be borne by you.
- 19.4 All other terms and conditions of the Bank for facilities of similar nature as stipulated in the Facilities Agreement and security documents shall apply.
- 19.5 Without prejudice to any other provisions herein, the Bank shall not be liable to you or any third party for damages for default, omission, negligence, breach of contract, loss of profits or earnings, goodwill or any type of special, exemplary, incidental, direct or consequential loss or damage howsoever arising whether or not the Bank has been advised of the same. In the event the Bank is held liable for any damages notwithstanding the foregoing, the total amount of the Bank's entire liability shall not exceed the principal amount of the transaction involved which gave rise to the

claim.

19.6 You agree and authorise the Bank to collect the original issue document of title to the Property or properties, the duly executed memorandum of transfer and any documents necessary for the registration of the transfer in favour of the purchaser(s) from the Vendor, the Developer, the Proprietor (if applicable) and/or the relevant authorities as the case may be, when and where the issue document of title to the Property or properties is/are issued.

19.7 You and/or the assignor(s)/chargor(s) shall at all times during the continuance of the Facilities obtain the prior written consent of the Bank:-
a) before initiating, commencing, instituting or maintaining any action, suit or proceeding whatsoever in any court or tribunal against the Developer/Vendor and (if applicable) the Proprietor in respect of any matter arising out of the Sale and Purchase Agreement; and
b) before agreeing with the Developer/Vendor and (if applicable) the Proprietor on any variation or amendment whatsoever of the terms of the Sale and Purchase Agreement or the termination, rescission, cancellation or revocation of the Sale and Purchase Agreement.

19.8 For the purpose of interpretation, "year" means a 365-day year.

19.9 Payment

- a) For e-payment, you are to ensure the correct amount and loan account number are specified when remitting payment to the bank.
- b) All cheque payments made to the Bank are to be made payable to 'Hong Leong Bank Bhd for (your full name as per IC)'. In the event you omit or fail to do so, the Bank shall not be liable for any misappropriation of funds, theft and/or alteration of the said cheque and shall reserve the right to apply the proceeds of that cheque towards payment of your due and payable indebtedness to us or in such manner as it deems fit. The loan application/account number, your name and telephone number is to be written on the reverse side of the cheque.
- c) All Cash and Cheque Payments to the Bank are to be made at the Bank's transaction counters or through the Bank's Cash Deposit Machines or Cheque Deposit Machines where applicable, and not to any other third party.

20 Additional Terms and Conditions for Zero Cost Package (if applicable)

20.1 This package is only available for cases where the principal loan amount is RM100,000-00 and above. If the loan amount is subsequently reduced for whatever reasons below the minimum loan amount of RM100,000-00, you will no longer be entitled to this package and are liable to bear all fees and expenses incurred by the Bank in connection with or incidental to the preparation of the security documentation including but not limited to legal fees, stamp duty and valuation fees.

20.2 You shall deposit with the Bank's solicitors a deposit of RM1,000-00 or such amount as the Bank may inform you ("Deposit") upon execution of the security documents. The Deposit will be refunded to you by the Bank's solicitors free of interest on first release of the Facilities.

20.3 If you:

- a) do not take up the Facilities for whatever reason after you have accepted this offer, or
- b) request for a change of solicitors after you have accepted this offer and we have approved the change of solicitors,

then, the Deposit shall be used to defray the Bank's administration cost and other cost incurred by the Bank. You shall bear all legal fees, stamp duty and costs payable to the existing and the new firm of solicitors (where applicable) for the preparation of the security documentation.

20.4 Save and except for the perfection of the security documents required by the Bank in this letter, this package does not include legal fees and/or costs incurred in respect of the creation and/or perfection of any other documents including but not limited to the subsequent legal charge to be perfected on issuance of strata/individual title in respect of property currently with no title.

20.5 Where the fees for the valuation report is borne by the Bank, Bank shall instruct Bank's panel valuer to value the property upon your acceptance of this offer. In the event you decide not to take up the Facilities granted for whatever reason after you have accepted this offer, you shall reimburse the Bank the valuation fees and disbursement incurred in relation to the preparation of the valuation report.

21 Additional Terms and Conditions for Non Zero Cost Package (if applicable)

21.1 You authorise the Bank upon execution of the Letter of Offer to give instructions to the Bank's panel valuer to conduct a formal valuation on the property and agree to pay all cost and expense

on the issuance of such valuation report.

21.2 In the event that the valuation fees are not paid at the time due for drawdown of the Facilities, the Bank shall have the right to debit the fees to your account at any time the Bank deems fit to enable the release of your Facilities to the respective parties.

22 Additional Terms and Conditions for Financing of Legal and Valuation costs (if applicable)

22.1 This financing is only available for

- a) cases where the principal loan amount is RM100,000-00 and above; and
- b) the Open Market Value of the Property in the valuation report shall not be less than RM100,000-00. If no valuation report is required, the Bank has the sole and absolute discretion to determine the Open Market Value.

22.2 If the loan amount is subsequently reduced for whatever reasons below the minimum loan amount of RM100,000-00 and/or if the Open Market Value of the Property is less than RM100,000-00, you will no longer be entitled to this financing and are liable to bear all fees and expenses incurred by the Bank in connection with or incidental to the preparation of the security documentation including but not limited to legal fees, stamp duty and valuation fees.

23 Method of Communication

The Bank reserves the right to serve any future notifications to you by written or electronic means, such as facsimile transmission, short messaging service (SMS), email or such other means as the Bank deems appropriate in its sole and absolute discretion.

END