

Date: [REDACTED]

[REDACTED]

and

[REDACTED]

SHAREHOLDER LOAN AGREEMENT

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This Shareholder Loan Agreement ("**Agreement**") is dated [REDACTED] between:

(1) [REDACTED] (Company Reg. No.: [REDACTED]), incorporated and registered in Malaysia whose place of business is at [REDACTED] ("**Borrower**"); and

(2) [REDACTED] (NRIC/Passport No.: [REDACTED]) whose address is at [REDACTED] ("**Lender**").

Each of the Borrower and the Lender is referred to as "**Party**" and collectively, as "**Parties**".

Now it is hereby agreed between the Parties as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions apply in this Agreement.

Availability Period the period from and including the date of this Agreement to and including 31 [REDACTED]

Business Day any day between Monday and Friday which is not a public holiday in the state in [REDACTED] where the [REDACTED] operates.

Drawdown Date the [REDACTED] on which the [REDACTED] is to be [REDACTED].

Drawdown Request a [REDACTED] request, [REDACTED] in the form set out in [REDACTED]

Event of Default any event or [REDACTED] specified as such in [REDACTED]

Facility the term loan facility made [REDACTED] under [REDACTED] of this Agreement.

Final Repayment Date [REDACTED]

Finance Documents this [REDACTED], the Security [REDACTED] and any other [REDACTED] designated as such by the [REDACTED] and the [REDACTED].

Indebtedness any [REDACTED] to pay or repay [REDACTED], present or future, and whether actual or contingent, [REDACTED] or joint and any [REDACTED] or [REDACTED] of any of those [REDACTED].

Loan the [REDACTED] amount of the loan [REDACTED] or to be made by the [REDACTED] to the Borrower under this [REDACTED] or (as the context [REDACTED]) the [REDACTED] amount [REDACTED] for the time [REDACTED] of that loan.

Potential Event of Default any event or [REDACTED] specified in [REDACTED] that would, on the [REDACTED] of notice, [REDACTED] of any grace [REDACTED] or making of any [REDACTED] under the Finance [REDACTED], or [REDACTED] of any [REDACTED] (or any combination thereof), [REDACTED] an Event of Default.

Repayment Date	each of the [redacted] specified in [redacted] for repaying the Facility by [redacted].
Repayment Instalment	each scheduled [redacted] for the [redacted] of the Loan under [redacted]
Security	any [redacted], charge (whether fixed or [redacted], legal or [redacted]), pledge, lien, assignment by [redacted] of security or other [redacted] interest [redacted] any [redacted] of any [redacted], or any other [redacted] or [redacted] having a similar effect.
Security Documents	any [redacted] which the [redacted] may now or [redacted] time to time [redacted] to secure the payment or [redacted] of the Loan.
Total Facility Amount	the maximum [redacted] amount of the Facility referred to in [redacted]
Warranties	the [redacted] and warranties contained in [redacted]

1.2 Interpretation

In this Agreement:

- 1.2.1 clause, [redacted] and paragraph [redacted] shall not affect the [redacted] of this Agreement;
- 1.2.2 a [redacted] to a person [redacted] include a [redacted] to an individual, firm, [redacted], partnership, [redacted] body of persons, [redacted], state or agency of a state or any [redacted], trust, joint [redacted] or consortium (whether or not [redacted] legal [redacted]);
- 1.2.3 unless the [redacted] otherwise requires, [redacted] in the [redacted] shall [redacted] the plural and in the plural shall include the [redacted];
- 1.2.4 [redacted] to a [redacted] shall include that Party's [redacted], permitted assigns and transferees and this [redacted] shall be [redacted] on, and [redacted] to the benefit of, the [redacted] to this [redacted] and their respective personal [redacted], and [redacted] assigns;
- 1.2.5 a [redacted] to a statute or [redacted] provision is a [redacted] to it as [redacted], extended or re-enacted from time to time;
- 1.2.6 a reference to [redacted] or written includes fax but not email;
- 1.2.7 reference to [redacted] (or any provision of it) or to any other [redacted] or document [redacted] to in any Finance Document is a [redacted] to Finance Document, [redacted] or such other [redacted] or document as [redacted] (in each case, [redacted] than in breach of the [redacted] of this [redacted]) from time to time;
- 1.2.8 unless the context [redacted] requires, a [redacted] to a clause or [redacted] is to a clause of, or [redacted] to, this [redacted] and a [redacted] to a [redacted] is to a [redacted] of the relevant [redacted];
- 1.2.9 any [redacted] following the terms [redacted] include, in [redacted], for [redacted] or any similar expression shall be [redacted] as illustrative and [redacted] not limit the [redacted] of the [redacted], definition, phrase or [redacted] preceding those terms;
- 1.2.10 a [redacted] to assets includes [redacted] and future [redacted], undertakings, [redacted], and [redacted] of every [redacted];
- 1.2.11 a [redacted] to a [redacted] copy of a [redacted] means a [redacted] certified to be a true, [redacted] and up-to-date copy of the [redacted] document, in [redacted] and [redacted] by a [redacted] or the [redacted] of the Party [redacted] the [redacted];

- 1.2.12 a [redacted] to [redacted] in relation to an [redacted] of Default means an Event of Default that has not been [redacted] or [redacted];
- 1.2.13 a [redacted] to a [redacted] of any asset, [redacted] or business [redacted] a sale, lease, [redacted], transfer, [redacted] or other [redacted] by a person of that [redacted], undertaking or [redacted] (whether by a [redacted] or [redacted] single [redacted] or series of [redacted]); and
- 1.2.14 a [redacted] to a [redacted] includes any [redacted], rule, official directive, [redacted] or guideline (whether or not [redacted] the force of law) of any [redacted] inter- [redacted] or supranational body, [redacted], department or [redacted], self-regulatory or other [redacted] or [redacted].

2 THE FACILITY

[redacted] to the [redacted] in this [redacted] the [redacted] has [redacted] the Lender and the Lender [redacted] in [redacted] of the [redacted], agreed to grant and make [redacted] to the [redacted] a secured loan facility of a total [redacted] not [redacted] Ringgit Malaysia [redacted] (RM [redacted]).

3 PURPOSE

The [redacted] shall use the [redacted] of the Facility for [redacted] of production [redacted] or for such other purposes as the [redacted] may from [redacted] to time [redacted] at its [redacted] and absolute [redacted]. The [redacted] is [redacted] under no [redacted] to ensure [redacted] the [redacted] is [redacted] by the [redacted] for the specified [redacted].

4 CONDITIONS PRECEDENT

- 4.1 The [redacted] will only become [redacted] to the [redacted] and a Drawdown Request be made only upon the [redacted] or fulfilment of all the [redacted] conditions precedent [redacted] months from the [redacted] of this [redacted]:

Constitutional Documents, Resolutions and Certificates

- 4.1.1 A [redacted] copy of the constitution and [redacted] of [redacted] of the [redacted] and the Borrower's latest Forms 24 and 49 in accordance with Section 58 and 78 of the [redacted];
- 4.1.2 A [redacted] copy of the resolutions duly [redacted] y the Borrower's board of directors and the Borrower's [redacted]:
- 4.1.2.1 [redacted] the Borrower's [redacted] of the Facility;
- 4.1.2.2 [redacted] the [redacted] of the Finance Documents by [redacted] Seal or under [redacted] and authorising the [redacted] or persons ([redacted] with their specimen [redacted]) to sign such [redacted] and otherwise to act and to give instructions in [redacted] of the [redacted] in the [redacted]; and
- 4.1.2.3 [redacted] confirming that [redacted] into Finance [redacted] is in the [redacted] interest of the Borrower (stating the reasons for such [redacted]).
- 4.1.3 A [redacted], signed by a [redacted] of the Borrower, [redacted] that borrowing or [redacted] in respect of the total [redacted] would not mean any [redacted], security or similar limit [redacted] on the [redacted] r would be [redacted].
- 4.1.4 A certificate, [redacted] by a director of the Borrower, [redacted] that each copy [redacted] to it that it has [redacted] under this Clause 4 is correct, [redacted] and in full force and [redacted] at a date no [redacted] than the date of this [redacted].

Finance Documents

- 4.1.5 This [redacted] and the Security [redacted] (if any) shall have been duly [redacted] stamped and [redacted] with the [redacted] registries.

Consents and approvals

- 4.1.6 There shall have been [redacted] all approvals, [redacted] consents, waivers and [redacted] from any [redacted] or statutory or regulatory [redacted] or creditors or lessors or [redacted] including private [redacted] holders, which are [redacted] for any [redacted].

asset [redacted] the Facility (if any), and for the [redacted] contemplated in the Finance Documents.

Company Search and Winding-up search

4.1.7 Searches in the [redacted] Commission of [redacted] that no [redacted] or [redacted] or security [redacted] whatsoever have been [redacted] over any of the assets, [redacted] or undertaking of the [redacted].

4.1.8 [redacted] made on the [redacted] at the Companies Commission of [redacted] and [redacted] General of Insolvency [redacted] that the [redacted] has not been wound up and no [redacted] or order for [redacted] winding up has [redacted] made or received.

Financial

4.1.9 A [redacted] copy of the Borrower's latest available [redacted] financial statements.

4.1.10 A certified [redacted] of the Borrower's [redacted] financial [redacted] for the [redacted] period ended [redacted].

Evidence of ownership

4.1.11 Where the Facility is [redacted] the Lender shall have [redacted] documents [redacted] to and/or [redacted] the Borrower's [redacted] in the asset to be [redacted].

Lodging Form 34

4.1.12 [redacted] any of the [redacted] would require [redacted] with the Companies Commission of Malaysia, the [redacted] shall have lodged with the Registrar of [redacted] the [redacted] Form 34 in [redacted] with [redacted] of the Companies Act 2016.

Land Search

4.1.13 Searches [redacted] been [redacted] at the [redacted] land registry [redacted] that the [redacted] (**Property**) and/ or [redacted] securities [redacted] are free from all [redacted] and no [redacted] notices [redacted] been [redacted] and/or [redacted] or [redacted] against the [redacted] and/ other [redacted].

4.2 The Lender's [redacted] to make the Loan is [redacted] to the further [redacted] precedent [redacted], on both the date of the Drawdown Request and the Drawdown Date:

4.2.1 the [redacted] are true and [redacted] and will be [redacted] and correct [redacted] after the Lender has [redacted] the proposed Loan; and

4.2.2 no [redacted] of Default or [redacted] Event of Default is [redacted] or would [redacted] from the proposed Loan.

4.3 The conditions [redacted] in this Clause 4 are inserted solely for the [redacted] benefit. The [redacted] may waive [redacted], in whole or in part [redacted] with or without conditions, [redacted] prejudicing the [redacted] right to [redacted] subsequent [redacted].

4.4 [redacted] not fulfilled and [redacted] by the [redacted] within the prescribed period, the [redacted] has the discretion to [redacted] the whole or [redacted] part of the [redacted] by written [redacted] to the [redacted].

5 DRAWING

5.1 [redacted] to the [redacted] of this [redacted] the Borrower may, on any [redacted] during the Availability Period draw down the [redacted] in full in a single amount by [redacted] to the Lender (no later than 11.00 am [redacted] Business Day(s) before the [redacted] Drawdown Date) a duly [redacted] Drawdown Request.

5.2 The Drawdown [redacted] will be irrevocable and, subject to the [redacted] of this Agreement, the Lender will draw down the Loan on the [redacted] specified in the Drawdown Request.

5.3 Delivery of a Drawdown [redacted] will constitute a [redacted] and warranty by the [redacted] that on the [redacted] of the Drawdown Request and the [redacted] Drawdown Date:

5.3.1 the Warranties are true and [redacted] in all material [redacted] and will be true and [redacted] in all [redacted] respects [redacted] after the [redacted] Loan; and

5.3.2 no Event of Default or [redacted] Event of [redacted] is [redacted] or would result from the [redacted] Loan.

5.4 The [redacted] of the [redacted] shall not [redacted] he Total Facility Amount.

5.5 Any [redacted] of the [redacted] not drawn down during the [redacted] will [redacted] be cancelled.

6 INTEREST

6.1 The [redacted] shall pay [redacted] on the [redacted] at the rate of [redacted] above the [redacted] rate of [redacted], as varied from time to time per annum.

6.2 [redacted] shall [redacted] daily and shall be [redacted] monthly, in [redacted], on the last [redacted] of each [redacted] and the Final Repayment Date.

6.3 If the [redacted] fails to make any [redacted] due under this [redacted] on the due date for [redacted], [redacted] on the unpaid [redacted] shall accrue daily, [redacted] the date of [redacted] to the date of payment, at [redacted] above the rate [redacted] in [redacted].

7 COSTS

7.1 The [redacted] shall promptly on [redacted] pay the Lender the [redacted] of all costs and expenses of whatever [redacted] that the Lender incurs in [redacted] with the [redacted] and preparation, amendment, [redacted], alteration, [redacted] and [redacted] of the Loan and/or the [redacted].

7.2 The [redacted] shall [redacted] any stamp, [redacted] and other [redacted] duties taxes to [redacted] the Finance Documents [redacted] be subject or give [redacted] and shall [redacted] the Lender [redacted] any losses or [redacted] which it [redacted] incur as a [redacted] of any delay or [redacted] by the [redacted] in [redacted] any such [redacted] or [redacted].

8 REPAYMENT

8.1 [redacted] to the provisions of this [redacted] the [redacted] shall repay the [redacted] in full by [redacted] the Repayment [redacted] set out below [redacted] each [redacted] on that Repayment Date. The [redacted] Repayment [redacted] will be [redacted] on the Final [redacted] Date and [redacted] be the [redacted] of the [redacted] Loans.

Repayment Date

Repayment Instalment

[redacted]
[redacted]

[redacted]
[redacted]

Total

[redacted]

8.2 In the [redacted] the [redacted] intends to [redacted] repay the full [redacted] of the [redacted] where no such written [redacted] is given by the [redacted] to the [redacted], the [redacted] shall [redacted] not less [redacted] days' notice in [redacted] to the Lender [redacted] its [redacted] to fully [redacted] the Loan.

9 PAYMENTS

9.1 All [redacted] made by the [redacted] under the Finance Documents shall be in [redacted] and in immediately [redacted] cleared funds to the [redacted] at its account number [redacted] with [redacted] name [redacted] from [redacted] or [redacted] other [redacted] as the Lender may [redacted] the [redacted].

9.2 If [redacted] payment [redacted] due on a day that is not a [redacted], the [redacted] of such [redacted] will be [redacted] to the next succeeding [redacted] Day, or if that [redacted] falls in the [redacted] calendar [redacted], such [redacted] shall be [redacted] immediately [redacted] Business Day.

9.3 All [redacted] made by the [redacted] under the Finance Documents shall be [redacted] in full, without set-off, [redacted] or [redacted] and [redacted] clear of and [redacted] any [redacted] or [redacted] unless [redacted] by law.

10 REPRESENTATIONS AND WARRANTIES

The Borrower makes the representations and warranties set out in this Clause 10 to the Lender on the date of this Agreement.

- 10.1 The Borrower is a limited [redacted] company validly existing under the laws of Malaysia.
- 10.2 The Borrower has the capacity and power to execute, deliver and perform, and has taken all necessary action to authorise its execution, [redacted] and performance of the Finance Documents and the transactions contemplated by them. The borrowing or grant of security contemplated by the Finance Documents do not and will not contravene any law or [redacted] restriction or regulation binding on the Borrower or any provision of the Memorandum and Articles of [redacted] or other constituent documents of the Borrower.
- 10.3 The Borrower's [redacted] under the [redacted], when executed, will constitute legal, valid, binding and enforceable obligations of the [redacted] in [redacted] with their [redacted] terms.
- 10.4 No [redacted] or Potential Event of Default has [redacted] or is [redacted] with [redacted] to the Borrower.
- 10.5 No [redacted] event or [redacted] is outstanding [redacted] constitutes (or, with the expiry of a grace period, the giving of notice, the making of any [redacted] or any [redacted] thereof, would [redacted]) a [redacted] or [redacted] n event (howsoever [redacted]) under any [redacted] agreement or [redacted] which is [redacted] on it or to which any of its assets is [redacted] which has or is [redacted] likely to have a material [redacted] effect on its [redacted], assets or [redacted] or ability to [redacted] its [redacted] under the [redacted].
- 10.6 Each [redacted] of financial statements [redacted] to the Lender by the [redacted] are [redacted] and correct and [redacted] and correctly [redacted] the [redacted] condition of the [redacted] for the period [redacted] in [redacted] with [redacted] accepted accounting [redacted] applied on a [redacted] basis.
- 10.7 No [redacted] (whether civil or criminal) are taking place, pending or, to the Borrower's [redacted], [redacted] against it, or [redacted] of its [redacted] or any of its assets [redacted], in any case, [redacted] materially and adversely [redacted] their financial [redacted] or ability to perform its [redacted] under the Finance Documents.
- 10.8 Each of the [redacted] and [redacted] in this [redacted] is [redacted] to be [redacted] by the Borrower on:
- 10.8.1 the date of the [redacted]
- 10.8.2 the Drawdown Date; and
- 10.8.3 each date [redacted] succeeding the date on which interest is [redacted] under this [redacted] in accordance with [redacted], by [redacted] to the facts and [redacted] existing on each [redacted] date.

11 POSITIVE COVENANTS

The Borrower [redacted] with the [redacted] that, as from the date of this [redacted] t until all its liabilities under the [redacted] have been [redacted]:

- 11.1 The [redacted] shall deliver to the [redacted] certified [redacted] of all audited [redacted] sheets and [redacted] and loss account of the [redacted] and their annual [redacted] as soon as [redacted] are available [redacted] in any [redacted] within [redacted] days of the end of its [redacted] year, together with all [redacted] that the [redacted] may reasonably [redacted] the [redacted] or its [redacted].
- 11.2 The [redacted] shall promptly, after [redacted] aware of [redacted], notify the Lender of any litigation, a [redacted] or [redacted] proceedings or [redacted] which will affect Clause 10.7.
- 11.3 The [redacted] shall [redacted] obtain and [redacted] all [redacted] or authorisations [redacted] (and do all that is needed to [redacted] them in full force [redacted] effect) under any [redacted] or [redacted] to [redacted] it to [redacted] its [redacted] under the Finance Documents.
- 11.4 The [redacted] shall [redacted] that any of its [redacted] and [redacted] obligations and [redacted] under this [redacted] rank, and [redacted] rank, at least [redacted] in right and priority of [redacted] with all [redacted] other [redacted] and [redacted] obligations and liabilities, [redacted] or future, actual or contingent, [redacted] those [redacted] and liabilities [redacted] preferred by [redacted] of [redacted] to companies.
- 11.5 The [redacted] shall [redacted] insure or cause to be [redacted] insured at all lands of the [redacted] at all [redacted] up to their full insurable [redacted] all the properties, [redacted], [redacted] and/or the [redacted] of [redacted]

the [redacted] which are [redacted] to the Lender as [redacted]. A certified [redacted] copy of the [redacted] or policies so [redacted] out together with the [redacted] or other [redacted] of payment of the [redacted] premium payable under such [redacted] or [redacted] shall be delivered to the [redacted].

- 11.6 The Borrower [redacted] notify the [redacted] of any [redacted] Event of Default or [redacted] and the steps, if [redacted], being [redacted] to remedy it) [redacted] on becoming aware of its [redacted].
- 11.7 The [redacted] shall carry on and [redacted] its [redacted] in a proper and [redacted] manner and will make any [redacted] to the [redacted] nature or [redacted] of its [redacted] as [redacted] on at the [redacted] of this [redacted].
- 11.8 The [redacted] shall fully [redacted] and [redacted] at all times with all [redacted] laws and [redacted] which may be [redacted] from time to [redacted] and all [redacted] conditions [redacted] in or [redacted] to any [redacted] issued to the [redacted].

12 NEGATIVE COVENANTS

The [redacted] covenants [redacted] with the Lender [redacted] it will not [redacted] the prior [redacted] consent of the Lender (which [redacted] may be given or [redacted] at the [redacted] and absolute [redacted] of the [redacted]) [redacted], if given, may be [redacted] to such [redacted] as the [redacted] may deem fit:

- 12.1 The [redacted] shall not create, or [redacted] to subsist, any [redacted] on or over any of its any part of the properties, assets, [redacted] or [redacted] (both present or [redacted]) of the [redacted] which has been [redacted] or is offered as [redacted] to the Lender [redacted] time to time [redacted]:
- 12.1.1 liens [redacted] by operation of law, and [redacted] obligations not more than [redacted] days overdue;
- 12.1.2 liens or [redacted] of set-of arising in the [redacted] of trading relating to [redacted] the aggregate amount of [redacted] in the opinion of the Lender is not [redacted];
- 12.1.3 any Security [redacted] by the [redacted] in writing from [redacted] to time.
- 12.2 The [redacted] shall not sell, transfer, lease or otherwise [redacted] of all or a [redacted] part of its assets ([redacted] in the ordinary [redacted] of business of the [redacted] on ordinary [redacted] terms and on the [redacted] of arm's length [redacted]) [redacted] that the lease or l [redacted] of any [redacted] is made subject to the [redacted] rights and interests of the Lender.
- 12.3 The [redacted] shall not incur or permit to [redacted], any [redacted] from further borrowing.
- 12.4 The [redacted] shall not pass any [redacted] in general [redacted] or make [redacted] to the [redacted] of the [redacted].
- 12.5 The [redacted] shall not do or [redacted] or allow to be done or omitted any act of [redacted] which would result or be likely to result in a [redacted] of any lawful or [redacted] d obligation of the [redacted].
- 12.6 The Borrower shall not [redacted] and allot any new shares to [redacted] parties.

13 EVENTS OF DEFAULT

- 13.1 The [redacted] of any of the following [redacted] at any time shall constitute and Event of Default:
- 13.1.1 The [redacted] fails to pay any sum due [redacted] any Finance Document when due.
- 13.1.2 The [redacted] fails (other [redacted] by failing to pay) to comply with any provision of any [redacted] and (if the [redacted] considers, acting reasonably, that the default is capable of remedy) such [redacted] is not [redacted] within ten (10) Business Days of the earlier of (a) the [redacted] notifying the [redacted] of the default and the remedy required and (b) the Borrower [redacted] aware of the [redacted].
- 13.1.3 Any representation, warranty or statement made, repeated or [redacted] made by the Borrower in, or [redacted] to, is (or proves to have been) incomplete, untrue, incorrect or misleading when made, repeated or deemed made.
- 13.1.4 The Borrower stops or [redacted] payment of any of its debts, or is unable to, or admits its inability to, pay its debts as they fall due, stops, suspends, reschedules or threatens to do so in respect of all or part of their debts or [redacted] or makes a general assignment or arrangement or composition with their creditors.
- 13.1.5 The value of the [redacted] assets is less than its liabilities (taking into account contingent and prospective liabilities).

- 13.1.6 A notice or proposal for the compulsory [REDACTED] of any or any part of the assets of the Borrower issued or made under any law.
 - 13.1.7 It is or will become unlawful for the Borrower to [REDACTED] or comply with any of its obligations under the Finance Documents.
 - 13.1.8 A petition for winding up or bankruptcy is [REDACTED] or a resolution is passed for the winding up, dissolution, [REDACTED] or bankruptcy of the Borrower.
 - 13.1.9 A liquidator or a receiver and/ or manager shall be [REDACTED] in respect of all or part of the [REDACTED] or property of the Borrower.
 - 13.1.10 Any provision any Finance Document is or [REDACTED], for any reason, invalid, unlawful, unenforceable, [REDACTED] disputed or ceases to be effective or to have full force and effect.
 - 13.1.11 The Borrower repudiates or shows an intention to [REDACTED] any Finance Document.
 - 13.1.12 The Borrower ceases, or threatens to cease, to carry on all or a [REDACTED] part of its business.
 - 13.1.13 Any event [REDACTED] (or circumstances exist) which, in the reasonable opinion of the Lender, has or is likely to materially and [REDACTED] affect the Borrower's ability to perform all or any of its obligations under, or otherwise comply with the terms of, any Finance Document.
- 13.2 At any time after an Event of Default has occurred which is continuing, the Lender may, by notice to the Borrower:
- 13.2.1 cancel all outstanding obligations of the [REDACTED] under this agreement whereupon they shall immediately be cancelled;
 - 13.2.2 declare that the Loan (and all accrued interest and all other amounts accrued or [REDACTED] under this Agreement is immediately due and payable, whereupon they shall become immediately due and payable; and/or
 - 13.2.3 declare that the Loan be payable on demand, whereupon it shall immediately become payable on demand by the Lender; or
 - 13.2.4 declare the [REDACTED] Documents to be enforceable.

14 SET-OFF

- 14.1 The [REDACTED] may at any time set off any liability of the [REDACTED] to the Lender against any [REDACTED] of the Lender to the Borrower, [REDACTED] either liability is [REDACTED] or future, [REDACTED] or unliquidated, and whether or not either liability arises under any Finance Document. If the [REDACTED] to be set off are [REDACTED] in different [REDACTED] the Lender may convert either [REDACTED] at a market rate of exchange for the purpose of set-off. Any exercise by the Lender of its rights under this Clause 14.1 shall not [REDACTED] or affect any other rights or [REDACTED] available to it under the [REDACTED] Documents or otherwise.
- 14.2 The [REDACTED] is not obliged to [REDACTED] any of its rights under Clause 14.1, but if the rights are exercised, the Lender shall promptly notify the Borrower of the set-off that has been made.

15 CALCULATIONS AND CERTIFICATES

- 15.1 Any interest under this [REDACTED] shall accrue on a day-to-day basis, calculated [REDACTED] to the number of actual days elapsed and a year of [REDACTED]
- 15.2 If the Lender issues any [REDACTED], determination or notification of a rate or any [REDACTED] payable under a Finance Document, it shall be conclusive [REDACTED] (in the absence of manifest error) of the matter to which it [REDACTED]

16 AMENDMENTS, WAIVERS, CONSENTS AND REMEDIES

- 16.1 No amendment of any [REDACTED] Document shall be effective unless it is in writing and [REDACTED] by, or on behalf of, each Party to it (or its authorised representative).
- 16.2 A waiver of any right or r [REDACTED] under any Finance Document or by law, or any consent given under any Finance Document, is only effective if given in writing by the waiving or consenting Party and shall not be deemed a waiver of any other [REDACTED] or default. It only applies in the circumstances for

it is given and not prevent the giving it from relying on the provision.

- 16.3 A failure or delay by a Party to exercise any or remedy under any Document or by law shall not a waiver of or any other right or remedy, prevent or restrict any further of that or any other right or remedy or an election to any Finance Document. No single or partial exercise of any right or remedy under any Finance or by law shall or restrict the further of that or any other right or remedy. No election to affirm any Finance Document by the Lender shall be effective unless it is in writing.
- 16.4 The rights and remedies provided under the Finance are cumulative and are in addition to, and not exclusive of, any rights and provided by law.

17 SEVERANCE

If any provision or part of a of any Finance Document is or invalid, illegal or , it shall be deemed modified to the extent to make it , legal and enforceable. If modification is not possible, the provision or part of a provision shall be deemed deleted. Any to or deletion of a or part of a under this clause shall not affect the legality, validity and of the rest of the Documents.

18 ASSIGNMENT

Neither Party may assign any of its or transfer any of its and under any Finance Document without the consent of the other.

19 NOTICES

- 19.1 A notice or other given to a under or in connection with the Finance Documents shall be in writing and shall be by hand, fax or sent by registered post to:

If to the Borrower:

Address :
Tel No. :
Fax No. :
Attention :

If to the Lender:

Address :
Tel No. :
Fax No. :
Attention :

- 19.2 of a is to have taken place (that all other in this have been satisfied) if by , at the time the is left at the , or if sent by fax, at time of , or if sent by on the fourth day after , such receipt would outside hours (meaning 9.00 am to 5.30 pm

Monday to Friday on a day that is not a public holiday in the [redacted] of deemed receipt), in which case deemed [redacted] will occur when [redacted] next starts in the place of [redacted] (and all [redacted] to time are to local [redacted] in the place of receipt).

19.3 This [redacted] does not [redacted] to the service of any [redacted] or other [redacted] in any legal action

20 ENTIRE AGREEMENT

This [redacted] and all the other agreements mentioned [redacted] constitute the entire [redacted] between the [redacted] in respect of its subject [redacted] and [redacted] all previous [redacted] with respect to its [redacted]

21 SUCCESSORS

This [redacted] shall be [redacted] on and shall [redacted] for the benefit of the [redacted] heirs, personal representatives, [redacted] in-title and [redacted] assigns of the [redacted].

22 COUNTERPARTS

[redacted] Finance Document may be [redacted] in any number of [redacted] each of which when [redacted] constitute a [redacted] original, but all the [redacted] shall [redacted] constitute one [redacted].

23 GOVERNING LAW AND JURISDICTION

23.1 This [redacted] and any [redacted] or [redacted] (including non-contractual [redacted] or claims) [redacted] out of or in [redacted] with it or its subject matter or [redacted] shall be [redacted] by and [redacted] in accordance with the law of [redacted].

23.2 [redacted] Party [redacted] agrees that the [redacted] of [redacted] shall [redacted] exclusive [redacted] to settle any [redacted] or claim (including non-contractual [redacted] or claims) [redacted] out of or in [redacted] this [redacted] or its [redacted] or formation.

SCHEDULE 1

DRAWDOWN REQUEST

To: [REDACTED]

Date: [REDACTED]

Facility Agreement 1 [REDACTED] **between** [REDACTED] **and** [REDACTED] **for the amount of** [REDACTED]
("Facility Agreement")

We refer to the Facility Agreement. This is a Drawdown Request. Words and expressions defined in the Facility Agreement have the same meaning in this Drawdown Request.

We give you notice that we [REDACTED] to draw down the Loan on the date given below:

Amount: [REDACTED]

Drawdown Date: [REDACTED]

The Loan is to be made available by credit to account number [REDACTED] with account name, [REDACTED] from [REDACTED]

We confirm that, on today's date and the proposed Drawdown Date:

1. The Warranties are true and correct and will be true and correct immediately after the proposed Drawing.
2. No Event of Default or Potential Event of Default is continuing or would result from the proposed Drawing.

This Drawdown Request is irrevocable.

For and on behalf of [REDACTED]

Signed by

Director

Name:

(NRIC No./ Passport No.: [REDACTED])

Execution

Executed as an Agreement the day and year first stated above.

SIGNED by the Borrower)
[Redacted] (Company Reg. No.: [Redacted]))
in the presence of)

Witness
Name:
NRIC No.:

Name:
NRIC No.:
Designation

SIGNED by the Lender)
[Redacted] (NRIC No./Passport No.: [Redacted]))
in the presence of:)

Witness
Name:
NRIC No.:

Name:
NRIC No.:
Designation: