

PRIVATE AND CONFIDENTIAL

Date: 23/12/2021

LEE YOW CFRN LEE WAN WHUI

NO 26, JALAN MELATI 31, TAMAN MELATI. 42600 JENJAROM SELANGOR, MALAYSIA

Dear Sir/Madam.

LETTER OF OFFER FOR CREDIT FACILITY(IES) OF TERM LOAN RM 383,815.00

We are pleased to inform you that we have approved your application for credit facility(ies) set out below ("the Facilities") subject to the following terms and conditions : -

: Hong Leong Housing Loan

Purpose : Purchase of Property

FACILITY 1 Term Loan

366,619.00 RM **Facility Amount Principal Facility** 17,196.00 RM **MRTT Financed** 383,815.00 RM Total

Prescribed Rate (Daily Rest)

: BR plus 0.32% p.a.

The interest rate for the first year shall commence from the date of first drawdown or from the expiry of three (3) months from the date of this Letter, whichever is earlier ("Commencement Date").

 408 months Repayment Period

Monthly Repayment Amount

RM1,492.00

with a final instalment of such amount as will be sufficient to settle in full the total outstanding due under the Facilities (applicable to all other housing loan packages except housing loan with bullet payment)

The above Monthly Repayment Amount may be subject to changes as and when there are any interest rate changes or as and when the bank performs the portfolio instalment revision exercise, with prior notice to you.

Bank's Base Rate (BR) as at the date of this letter is 2.63% p.a and may **Base Rate**

vary from time to time.

Interest chargeable at the Prescribed Rate shall be calculated daily on the **Computation of Interest** Eligible Outstanding Balance from the date of release on a 365-day basis, whereby

"Eligible Outstanding Balance" means the difference between the a) Outstanding Balance and the Advance Payment or Interest Offset Limit,

whichever is the lower; "Outstanding Balance" means the outstanding Principal and all other b)

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Hong Leong Bank Berhad 193401000023 (97141-X) Mortgage Sales Centre

Level 5,Tower A, PJ City Development, 15A, Jalan 219, Section 51A, 46100 Petaling Jaya, Selangor Contact Centre +603 7626 8899

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charges payable to the Bank under the Term Loan on the relevant day; "Advance Payment" means the total amount of excess monies paid by you to the Bank towards the Term Loan, which are not applied towards the payment of any arrears, Instalment(s) payable, outstanding charges, redemption and/or prepayment of the Term Loan; and

"Interest Offset Limit" means 30% of the Outstanding Principal, or such other percentage or limit imposed on the computation of Interest, as may be varied by the Bank in its absolute discretion from time to time, with notice to you.

*Note : Mortgage Decreasing Term Assurance (MDTA) / Mortgage Reducing Term Takaful (MRTT) / Mortgage Level Term Assurance (MLTA) / Mortgage Level Term Takaful (MLTT)

Securities of the Facilities are as follows:-

SECURITY 1

Security:

Third Party Open Monies Deed of Assignment and Power of Attorney over a Service Apartment known as A-11-8, KR7 - PHASE 1, 47130 PUCHONG, SELANGOR, MALAYSIA("the Property"), or more particularly described in the Deed of Assignment and/or Sale and Purchase Agreement between you and the Developer/Vendor(s). Upon issuance of individual/strata title, the security shall be by way of charge.

MRTT Name of Insured/ Sum Covered

RM383.815.00 1. LEE YOW CERN/

(The Sum Assured/Covered is as stipulated in the Letter of Acceptance/Letter of Offer or Policy from the insurance company/takaful operator).

Early Redemption/ Settlement Fee

If you redeem or settle in full the Facility within the first 36 months, the following settlement charges will apply:

3% of 90% of the total approved Facilities limit for the 1st 36 months from the 1st release, and 80% of the total approved Facilities limit for month 37 to 60 (if applicable).

The early redemption/ settlement fee reflects the costs incurred or to be incurred by the Bank as a result of the early settlement which may include the cost of fund, cost of capital, liquidity cost, statutory reserve cost, discounted interest rate and other cost, as well as any legal fees, stamp duty and/or valuation fees which have been incurred under the terms of the Facilities.

Conditions to be fulfilled before release of Facilities:-

- The purchase price or open market value (if applicable) of the property(ies) whichever is lower must not be less than RM407,400.00.
- <u>Special Conditions for MortgagePlus Housing Loan / MortgagePlus Shop Loan (if applicable):-</u>
 The Hong Leong MortgagePlus Housing Loan / Hong Leong MortgagePlus Shop Loan is offered to 2. you subject to your successful opening of the designated Current Account in accordance with the Main Terms and Conditions attached hereto. In the event you are unable to open the designated Current Account for any reason whatsoever, the Bank reserves the right to cancel the Hong Leong MortgagePlus Housing Loan / Hong Leong MortgagePlus Shop Loan offered hereunder or offer you a Hong Leong Housing Loan/Hong Leong Shop Loan with prior notice in writing.
- The disbursement of the loan shall be in accordance with the schedule of payment of purchase price stipulated in the Sale and Purchase Agreement and is subject to receipt of the certification by an Architect or Engineer registered under the Architects Act 1967 (Act 117) or the Registration of Engineers Act 1967 (Act 138) confirming the respective stages of construction.
- Statutory Declaration that the property(ies) is for the owner's occupancy (if applicable).

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- 5. The Facilities Agreement and all other security documents relating to the Facilities have been duly executed and/or stamped and/or registered with the relevant authorities to the satisfaction of the Bank and subject to the Bank solicitor's confirmation that it is in order to release the Facilities and the Bank's interest is protected.
- The Bank is in receipt of any requisite regulatory approval(s) and consent(s) from the relevant state
 authorities including but not limited to Bank Negara Malaysia and/or Economic Planning Unit of the
 Prime Minister's Department, wherever applicable.
- 7. The disbursement of the loan is subject to the Bank's receipt of satisfactory evidence that the developer has obtained the relevant approvals for the development of the project including but not limited to the Advertising Permit and Developer's License under the Housing Development (Control & Licensing) Act 1966 & Regulations (if applicable).
- In the case of property(ies) which is/are free from encumbrances, the following additional measures will be taken to establish the ownership of the said property(ies):-
 - (i) For property(ies) with individual title, the Facility(ies) shall be released upon the Bank having received:
 - (a) the original title and duplicate charge in favour of the Bank duly registered with the relevant land office/registry; and/or
 - (b) the results of an additional land search conducted against the Property by an independent legal firm appointed by the Bank to verify the confirmation received from the loan documentation solicitor that the transfer (if applicable) and charge has been presented to the land office/registry.
 - (ii) For property(ies) where the individual document of title/strata title has/have not been issued and is/are held under master title, the Facility(ies) shall be released upon the Bank having received written confirmation from the developer/registered owner of your right of ownership in respect of the relevant property(ies).
- i) The Bank may at its absolute discretion finance the premium/takaful contribution payable for the MDTA policy/MRTT/MLTA/MLTT contract subject to the following conditions:
 - (a) the MDTA/MRTT/MLTA/MLTT must be taken from an insurance company/takaful operator which is acceptable to the Bank;
 - (b) only the basic premium/takaful contribution for the MDTA/MRTT/MLTA/MLTT will be financed; and (c) you must assign absolutely all rights, title, interest and benefits under the MDTA policy/MRTT/MLTA/MLTT contract to the Bank and with the Bank named as the sole beneficiary.
 - ii) Where the MDTA/MRTT/MLTA/MLTT is financed by the Bank, the Bank shall only release the premium/takaful contribution either with the first loan release towards financing of the property(ies) or at any time thereafter at the Bank's absolute discretion subject to the following:
 - (a) the Bank having received the letter of acceptance/letter of offer issued by an insurance company/takaful operator which is acceptable to the Bank;
 - (b) the Bank has not received any notification from the insurance company/takaful operator of your rejection and/or appeal of the letter of offer;
 - (c) you/insured are/is not deceased prior to the first release of the loan; and
 - (d) in the event the letter of acceptance/letter of offer issued by the insurance company/takaful operator expires on or before the first loan release, you will submit a fresh proposal form for evaluation and a fresh letter of acceptance/letter of offer shall be procured by you.

The coverage of the MDTA/MRTT/MLTA/MLTT shall be effective upon receipt of the full premium/takaful contribution (including any loading or excess to the original premium/takaful contribution quoted) by the insurance company/takaful operator.

The insurance company/takaful operator reserves the right to impose a loading or excess to the basic premium/takaful contribution based on your occupation and medical/health conditions. If the

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insurance company/takaful operator 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 to debit your account for an amount not exceeding RM1,000 or such other amount as notified by the Bank to you by prior written notice, to procure the MDTA/MRTT/MLTA/MLTT. In the event the final premium/takaful contribution quoted in the letter of acceptance/letter of offer by the insurance company/takaful operator is lower than the MDTA/MRTT/MLTA/MLTT Financed Amount stated in this Letter of Offer, the whole MDTA/MRTT/MLTA/MLTT 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.

- 10. iii) In the event the loan is ready for release upon fulfillment of all conditions precedent stipulated herein, the Bank reserves the absolute discretion to release the loan regardless of whether your MDTA/MRTT/MLTA/MLTT application has been approved by the insurance company/takaful operator.
 - If your MDTA/MRTT/MLTA/MLTT application has not been approved by the insurance company/takaful operator within 3 months from the date of the first release of the loan, the Bank shall at its absolute discretion cancel the unutilized portion of the loan for the MDTA/MRTT/MLTA/MLTT premium/takaful contribution with written notice to you.
- 11. Where MDTA/MRTT/MLTA/MLTT is required and not financed by the Bank, you may take up the MDTA/MRTT/MLTA/MLTT from an insurance company/takaful operator of your choice. It is your sole responsibility to ensure that premium/takaful contribution is paid to your nominated insurance company/takaful operator to effect the MDTA/MRTT/MLTA/MLTT.
- Any other terms and conditions as stipulated in the Main Terms & Conditions of this letter, the Facility Agreement and security documents as may be advised by the Bank's solicitors.

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Additional conditions:-

- The building must not be of semi-permanent/wooden structure, or such other structure as the Bank at its absolute discretion determine unfit for financing.
- Notwithstanding anything contained in this Letter of Offer, the Bank reserves the right to cancel/terminate the Facility at any time in the event the Bank receives notice that:
 - (a) if before the property(ies) under finance is fully and completely constructed and/or issued with the Certificate of Completion and Compliance (or its equivalent), a petition is presented for the winding-up of the developer/vendor or the landowner (if applicable); or

(b) if the developer/vendor or landowner shall suspend or give notice to any person of its intention to suspend construction of the property(ies) under finance or abandons construction (if applicable).

If you and the property(ies) proffered in this letter of offer fall under the ambit of the Stamp Duty (Remission) Order 2014 ("Exemption") and are eligible for the Exemption, you are required to execute the relevant Statutory Declarations as provided by the relevant stamp office for the Exemption.

Variation of Interest Rates

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, with prior written notice to you.

Notwithstanding other terms of this Facilities, the interest rate charged by the Bank shall not be less than 0.0% p.a. at any time and the Bank reserves the right to apply the ECOF as a Reference Rate.

**Note: "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 Base Lending Rate ("BLR"), Base Rate ("BR"), Effective Cost of Funds (" ECOF"), Fixed Deposit Rate ("FDR") or Kuala Lumpur Interbank Offered Rate ("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. 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 other related costs of the Bank as stipulated by the Bank from time to time.

5. Minimum Prescribed Rate

The minimum Prescribed Rate applicable to the Facilities shall not be less than 1.70% per annum calculated on daily rest or such other minimum rate as may be prescribed by the Bank from time to time.

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Legal cost and other expenses

: The legal fees, valuation fees and stamp duty to be borne by you. [Please refer to Main Terms & Conditions for details]

Solicitor (P)

Lim & Yeoh

No. 145-M, Jalan Maharajalela 50150 Kuala Lumpur W.P Kuala Lumpur, Malaysia Tel No: 03-21422886

Fax No: 03-21451803

The Facilities granted is subject to the Main Terms and Conditions attached and the preparation, execution and delivery by you and the security party(les) (if any) of security documents in the form and substance satisfactory to the Bank.

Kindly Indicate your acceptance of this offer by signing and returning the duplicate of this Letter to the Bank within fourteen (14) days from the date of this letter, failing which this offer will lapse and be cancelled, unless an extension has been allowed by the Bank.

Upon your acceptance of this letter, our earlier Letter(s) of Offer and Supplemental Letter(s) of Offer (if any) in relation to the Facilities shall be superseded and cancelled.

Yours faithfully, for and on behalf of Hong Leong Bank Berhad 193401000023 (97141-X)

Name

Yew Shyh Chang, Joanne

Address

Branch Manager MSC PJC12

Level 5, Tower A, PJ City Development

15A, Jalan 219, Section 51A

46100, Petaling Jaya, Selangor, Malaysia

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I/We, the undersigned hereby:

- accept your offer of the Facilities subject to the terms and conditions stated above and in the attached Main Terms and Conditions and agree to be bound by them.
- declare that, if I/we have applied for insurance/MDTA/MRTT/MLTA/MLTT, I/we have checked the correctness of the details furnished in any form applying insurance/MDTA/MRTT/MLTA/MLTT and am/are aware of the scope of coverage of the insurance/MDTA/MRTT/MLTA/MLTT policy(les) purchased.
- acknowledge that I/we have received, read and understand the Product Disclosure Sheet provided by the Bank.
- represent and warrant that I/we have obtained the consent of all persons named in my/our application for the Facilities or such other document submitted to the Bank in support of my/our application for the Facilities and/or my/our authorized representatives, including but not limited to my/our directors, shareholders, authorized signatories or such other persons as specified by the Bank ("Relevant Data Subjects") for the Bank's collection, holding and use of the personal information of the Relevant Data Subjects in accordance with the Bank's Privacy Notice (as defined in the attached Main Terms and Conditions) as may be amended from time to time.
- confirm that the purchase price is net of any form of price discounts, adjustments, rebates and/or any other form of benefits offered by the developer.

Signature Name

LEE YOW CERN

IC No! Passport No : 920329-10-6057

Date

Signature

Name : LEE WAN WHU! IC No Passport No : 940711-10-5432

Date

Witnessed by:

Signature Name IC No Date

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Superseded N/A