**LETTER TO ADVISE RELEASE OF FACILITIES**

***[ON LETTERHEAD OF SOLICITORS]***

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| Date | : |  |
| OCBC’s Ref | : |  |
| Our Ref | : |  |

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| Completion Date: |
| Extended Completion Date: |
| Redemption Due Date: |
| Billing Due Date: |

OCBC Bank (Malaysia) Berhad

Level 2 (Central Services) (Loan Operations)

Menara OCBC

18 Jalan Tun Perak

50050 Kuala Lumpur

Dear Sirs,

**LETTER TO ADVISE RELEASE OF FACILITIES**

Borrower(s) :

Facilities : RM

\*Developer / Vendor(s) :

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| 1.1 | We confirm that:-  (a) the underlying transaction is valid and enforceable;  (b) the underlying transaction and the financing and security arrangement are not in breach of any laws and are binding on the Borrower(s) and security parties;  (c) the Bank’s standard facilities and security documents can be used for this matter. |
| 1.2 | **Confirmations & Undertakings:** The search results, confirmations, certificates and undertakings set out in the schedule have been reviewed by us and are in order. |
| 1.3 | **Security Documents**: The Bank’s security documents have been reviewed by us, are in order and we have witnessed the execution of the same. The Bank’s security interests have been perfected, is valid and enforceable. |
| 1.4 | **Release of the Facilities:** We confirm that the Facilities can be released in the amount(s) and to the payee(s) named in the following manner and we acknowledge that in releasing the Facilities, you have relied on our undertakings and confirmations in this letter and in the enclosed documents**.** |
|  | Pay Redemption Sum \* progressively to Master Chargee,       for RM       by remitting the proceeds via e-payment with details as follows: -  Amount to be released todate: RM  Beneficiary Name:  Beneficiary Account No.:  Beneficiary Bank & Branch:  \* E-payment details (if any):  The confirmation letter from the Beneficiary on the account details above is enclosed. |
|  | Pay \* progressively to Developer,       for RM       by remitting the proceeds via e-payment with details as follows:-  Amount to be released todate: RM  Beneficiary Name:  Beneficiary Account No.:  Beneficiary Bank & Branch:  \* E-payment details (if any):  The confirmation letter from the Beneficiary on the account details above is enclosed. |
|  | Pay to Stakeholder,       for RM       by remitting the proceeds via e-payment with details as follows:-  Beneficiary Name:  Beneficiary Account No.:  Beneficiary Bank & Branch:  \* E-payment details (if any):  The confirmation letter from the Beneficiary on the account details above \* is enclosed / \* will be given later for properties under construction. |
|  | Pay to Vendor,       for RM       by remitting the proceeds via e-payment with details as follows:-  Beneficiary Name:  Beneficiary Account No.:  Beneficiary Bank & Branch:  \* E-payment details (if any):  The confirmation letter from the Beneficiary on the account details above is enclosed. |
|  | Pay to Contractor,       for RM       by remitting the proceeds via e-payment with details as follows:-  Amount to be released todate: RM  Beneficiary Name:  Beneficiary Account No.:  Beneficiary Bank & Branch:  \* E-payment details (if any):  The confirmation letter from the Beneficiary on the account details above is enclosed. |
|  | Pay to       for RM       by remitting the proceeds via e-payment with details as follows:-  Beneficiary Name:  Beneficiary Account No.:  Beneficiary Bank & Branch:  \* E-payment details (if any):  The confirmation letter from the Beneficiary on the account details above is enclosed. |
|  | The Overdraft facility of RM       is to be made available to the Borrower. |

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| For LVS financing:-  We hereby confirm that we have explained and the Borrower(s) is agreeable in regards to the charges  in our invoice for the legal fees and disbursement charges.  Shortfall of the legal fees has been deposited with us. |

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| Yours faithfully, |

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Name of Firm :        
Solicitor-In-Charge :

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| **CONFIRMATIONS & UNDERTAKINGS** | | | |
| *Please check the box if relevant* | | **Yes** | **Bank’s Comments** |
| **Section 1- Bankruptcy/ Winding-up Searches**  ***(If Borrower(s)/ Vendor(s) and/ or security party(ies) is British, Australian or S’porean, bankruptcy search to be conducted in Malaysia and also their country of Origin. For other nationalities, bankruptcy search to be conducted in Malaysia. Where security party(ies) is a foreign company incorporated in S’pore, United Kingdom or Australia, to conduct an insolvency search in their country of Origin).*** | |  |  |
| 1. | Bankruptcy/winding-up searches have been conducted on :-   1. the Borrower /Chargor/ Assignor / Transferor 2. other security parties 3. the Developer (for direct purchase) 4. the Developer and Vendor (for sub-sale) 5. the Proprietor (for direct purchase and sub-sale)   We confirm that each of the parties named above have not been adjudicated bankrupt or wound-up. Enclosed herewith the latest bankruptcy/ winding-up search(es). |  |  |
| **Section 2- Statutory Declaration** | | | |
| 2.1  2.2  2.3 | Statutory declaration declared by the Borrower(s) and Assignor(s)/ Chargor(s) that the Property is \*owner occupied/ \*for own business use. Enclose herewith the Statutory Declaration which is duly stamped and affirmed by the commissioner for oaths.  Statutory declaration declared by foreign national who is borrower/security party/vendor that he/she is not bankrupt. Enclose herewith the Statutory Declaration which is duly stamped and affirmed by the commissioner for oaths.  Statutory declaration declared by the Transferor that he/she is not bankrupt. Enclose herewith the Statutory Declaration which is duly stamped and affirmed by the commissioner for oaths. |  |  |
| **Section 3- Non-Malaysian citizen or foreign company (as defined in S.433A National Land Code)** | | | |
| 1. | The State Authority’s (under S.433(B) NLC) and/ or \* EPU’s approval for the acquisition of the Property has been obtained and are in order. Enclose herewith the approval(s) from:-   1. State Authority; 2. Economic Planning Unit. |  |  |

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| **Section 4 - Land Search** | | | |
| 1.1  1.2  1.3  1.4 | We confirm the following:-  Land search has been conducted on the \*Master Title. The land search must be conducted within 6 months from this Letter of Advise. Enclosed herewith the land search.  Land search has been conducted on the Individual title or Strata Title (as at the date of presentation of the private caveat/ charge or later). Enclosed herewith the land search.  Quit rent & Assessment payment on \*Master Title/Individual title or strata title is current. Enclosed herewith the receipts  The Master Title/Individual title or strata title is under Residential/ Commercial/Others land use.  (For Others, please specify in Section 20) |  |  |
| 2. | The express conditions on the \* Master Title/ Individual Title or Strata Title are acceptable. |  |  |
| 3. | Approval for conversion of land use to **Residential (or Commercial for serviced apartments or Others)** has been obtained and the conditions imposed for such approval(s) have been complied with. Enclose herewith the approval and premium receipt.  (For Others, please specify in Section 20) |  |  |
| 4. | There are restriction-in-interest on the \* Master title/ Individual Title or Strata title. Enclose herewith:-   1. the #consent to transfer and consent to charge; 2. the blanket consent to transfer and charge from State Authority; 3. Developer’s Undertaking to obtain consent to transfer.   # where property is still held under master title, consent to transfer/charge is applicable if land office/registry process application for consent to transfer and charge even though individual title has not been issued. |  |  |
| 5. | Caveat entered by 3rd Party:-   1. For property with individual title- caveat(s) will be removed upon payment of Redemption sum or prior to the presentation of the transfer and the charge in the Bank’s favour. 2. For property without individual title- there is/are other private/ lienholder’s/ registrar’s/ trust’s caveats lodged on the master title which \*do not affect the Bank’s security in the Property. |  |  |
| 6. | Malay Reserve Land (MRL):-  We confirm that the Malay Reserve Enactment for the state allows the Chargor(s)/ Assignor(s) to be registered as a proprietor and for the Bank to take a charge/assignment over the Property. Enclose herewith the approval/ blanket approval from State Authority/ Exco. |  |  |

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| **Section 5- Differential Sum** | | | |
| 1. | Between the purchase price and loan amount has been settled. Enclose herewith the confirmation from the Developer/ Vendor/ Solicitor. |  |  |
| 2. | If the redemption sum is higher than the loan amount, the \*borrower/ vendor/ Developer has settled the differential sum. Enclose herewith the confirmation from the Solicitor/ Chargee. |  |  |
| **Section 6- Completion Date** | |  |  |
| 1. | Completion date and the Extended Completion Date of the Sale and Purchase Agreement from \*Solicitor/ Developer has been obtained. Enclose herewith the Solicitor/Developer’s letter of extension. |  |  |
| 2. | For auction property under NLC charge, completion date is [], extension **NOT** allowed. |  |  |
| **Section 7- Memorandum of Transfer/ Deed of Assignment (by way of transfer)** | | | |
| 1. | The \*Memorandum of Transfer/ Deed of Assignment for the Property between the Vendor(s) and the Purchaser(s) has been executed. |  |  |
| 2. | The Purchaser(s) has deposited the stamp duty payable in respect of the transfer of \*MOT/ Deed of Assignment for the Property. |  |  |
| **Section 8(1)- Letter of Undertaking from Developer (Property Without Title)** | | | |
| Letter of Undertaking from the Developer has been verified by us and confirm it is adequate and safeguard the Bank’s interest. Enclose herewith the Letter of Undertaking:-   1. Deliver the separate title/ strata title of the property upon issuance free from encumbrances together with the valid and registrable Memorandum of Transfer in favour of the Purchaser; 2. Not to further encumber the master title upon which the property is erected without prior written consent from the Bank; 3. Refund all monies released in the event the construction of the said property is not completed or abandoned for any reasons whatsoever and/ or the certificates of fitness is not issued and/ or non registration of transfer; 4. Refund all monies released in the event Memorandum of Transfer / Deed of Assignment (by way of transfer) in favour of the chargor(s)/ assignor cannot be registered/ perfected. | |  |  |

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| **Section 8(2)- Letter of Undertaking from Developer (Property With Title)** | | | |
| Letter of Undertaking from the Developer has been verified by us and confirm it is adequate and safeguard the Bank’s interest. Enclose herewith the Letter of Undertaking:-   * 1. Refund all monies released in the event :-  1. the construction of the property is not completed or abandoned for any reasons whatsoever and/ or the certificates of fitness is not issued and/ or non registration of transfer; or 2. the Memorandum of Transfer in favour of the Borrower/Purchaser cannot be registered/ perfected . | |  |  |
| **Section 8(3)- Letter of Undertaking from Vendor** | | | |
| Letter of Undertaking from the Vendor has been verified by us and confirm it is adequate and safeguard the Bank’s interest. Enclose herewith the Letter of Undertaking:-   1. Refund all monies released in the event the Memorandum of Transfer/ Deed of Assignment (by way of Transfer) in favour of the chargor/ assignor cannot be registered/ perfected for any reasons attributed to the Vendor. | |  |  |
| **Section 9- Letter of Undertaking from Sale and Purchase Agreement (SPA) Solicitor** | | | |
| 1. | Letter of Undertaking from the SPA Solicitor’s to deliver an executed Memorandum of Transfer together with the Issue Document of Title has been obtained. Enclose herewith the Letter of Undertaking. |  |  |
| **Section 10- Master Chargee’s Letter of Disclaimer cum Redemption Statement** | | | |
| 1. | Letter of Disclaimer Cum Redemption Statement from the Master Chargee has been verified by us and confirm it is adequate and safeguard the Bank’s interest. Enclose herewith the Letter of Disclaimer cum Redemption Statement:-   1. To disclaim all rights, interest and title to the property and to exclude the property from any foreclosure proceeding; 2. To forward the duly executed discharge of charge and individual title/ strata title upon issuance thereof; 3. To refund the redemption sum free of interest in the event of non- registration of the discharge of charge; 4. Agreeable to accept progressive releases of the redemption sum and undertaking to refund all progressive payment if they institute any proceedings against the registered proprietor and/ or against the master title. |  |  |

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| **Section 11- Letter of Redemption Cum Undertaking from the Chargee/ Assignee** | | | |
| 1. | Letter of Redemption Cum Undertaking has been verified by us and confirm it is adequate and safeguard the Bank’s interest. Enclose herewith the Letter of Redemption cum Undertaking:-   1. to forward the duly executed Receipt and Reassignment/ Discharge of Charge and all other relevant documents in respect of the property upon receipt of the redemption sum in full; 2. to refund the redemption sum free of interest if the Receipt and Reassignment/ Discharge of Charge cannot be registered with the relevant authority . |  |  |
| **Section 12- Property Without Title (For HDA Property)** | | | |
| 1. | We have received the Developer’s Confirmations pursuant to Section 22D (4) of the Housing Development (Control & Licensing) Act 1966 (“the Act”). Enclose herewith the Developer’s confirmation. |  |  |
| 2. | 1. Release of redemption sum (For Sub-sale and Refinancing)- Developer’s confirmation that all sums and outgoings (“Outstanding Sum”) under the Principal SPA as at the date of its confirmation is fully settled. 2. Release of facility without redemption sum (for Sub-sale and Personal Contingency)- Developer’s confirmation that the Outstanding Sum under the Principal SPA up to the date that the Developer receives the Notice of Assignment has been fully settled. 3. Confirmation/Current Statement from Management Corporation/JMB that all sums and outgoings (“Outstanding Sum”) as at todate have been fully settled. Enclosed herewith the a copy of the statement/ payment receipt. |  |  |
| 3. | We have received and enclose herewith the Developer’ **original** acknowledgement of receipt of the following Notice(s) of Assignment:-   1. Assignment Principal SPA from the Vendor(s) to the Assignor(s); 2. Assignment of Principal SPA from the Assignor(s) to Bank; 3. Reassignment of the Principal SPA from the Vendor(s)’ financier to the Vendor (s); 4. Sale and Purchase Agreement between the Vendor(s) and the Purchaser(s). |  |  |
| 4. | The Property is sold by Developer with car park(s) stated in the Principal SPA as accessory parcel. |  |  |
| 5. | Car park is sold by Developer separately via car park agreement.   1. The car park agreement is assigned to the Bank via the Bank’s #Deed of Assignment (Property); 2. ##Notice of Assignment of car park agreement given to developer **OR** Consent to assignment of car park agreement obtained from developer.   # Not necessary to have separate Deed of Assignment of Car Park Agreement as the Bank’s standard Deed of Assignment (Property) extends to assignment of car park agreement.  ## Obtain consent from developer for assignment of car park agreement if the agreement restricts the purchaser from assignment. |  |  |
| 6. | Property is sold with separate Upgrading or Renovation Agreement.     1. Upgrading Agreement/Renovation Agreement assigned to the Bank via the Bank’s #Deed of Assignment (Property); 2. Notice of Assignment of Upgrading Agreement /Renovation given to developer.   #Not necessary to have separate Deed of Assignment of Upgrading/ Renovation Agreement. In Section 6 of the First Schedule of the DA, include the Upgrading/Renovation Agreement. |  |  |
| 7. | **\*Direct Purchase of Private Leased Property from Developer/ \*Sub Sale of Leased Property**  We confirm the following:-   1. the Property is purchased by a single purchaser **only (note: the Bank only finances purchase of leased property by single purchaser only)** 2. the lease is for at least 30 years; 3. the Deed of Assignmentis adequate to assign all rights title and interest of the Assignor (as lessee or sub-lessee) in the lease to the Bank; 4. the lease of the Property is assignable by the Assignor \*by notice / \*with consent from the lessor or lessee; 5. the lease can be registered in the name of the Assignor and can be charged to the Bank and is transferable upon issuance of separate title to the Property. 6. there are no terms in the lease which would affect or prejudice the Bank’s security interest. |  |  |
| 8. | The following documents have been perfected for the Property:-   1. Deed of Assignment between the Assignor and the Bank; 2. Power of Attorney between the Donor and the Bank. Enclose here with evidence of presentation at High Court; 3. Receipt and Reassignment between the \*Borrower(s)/ Vendor(s) and Existing Financier. Enclose here with evidence of the presentation at High Court; 4. Deed of Assignment between the Vendor(s) and the Purchaser(s). |  |  |
| **Section 13- Property With Title** | | | |
| 1. | **\*Direct Purchase of Private Leased Property from Developer/ \*Sub Sale of Leased Property**  We confirm the following:-   1. the Property is purchased by a single purchaser only **(note: the Bank only finances purchase of leased property by single purchaser only**) 2. Tenure of the lease is for at least 30 years; 3. The lease is a registered lease under the National Land Code (Section 225(1)(c) & 231(1)(d)). Transfer of lease has been presented/ registered; 4. The registered lease can be charged by the chargor without consent of the lessor and without any restriction. Charge over the lease has been presented/registered. 5. There are no terms in the lease which would affect or prejudice the Bank’s security interest. |  |  |
| 2. | Charge has been executed by the Chargor(s). |  |  |
| 3. | For release of redemption sum, redemption statement cum undertaking has been obtained from the \*chargee/ caveator and private caveat in favour of OCBC Bank (had been lodged. Enclose herewith the presentation receipt. |  |  |
| 4. | The following documents have been presented for registration for the property and enclose herewith the presentation receipt:-   1. Withdrawal of Private Caveat(s)   in respect of OCBC Bank  in respect of Purchaser  in respect of third party (please specify in Section 20 );   1. Discharge of existing Charge(s); 2. Memorandum of Transfer; 3. Charge. |  |  |
| **Section 14- Where the Chargor/ Assignor is a Company** | | | |
| 1. | Company secretary has confirmed that the Chargor/ Assignor is an exempt private company and its charge/ assignment of the Property to secure the Loan does not contravene S133A Companies Act. Enclose herewith the company secretary’s confirmation. |  |  |
| 2. | Company auditor has confirmed that the Chargor/ Assignor is solvent on execution of the charge/ assignment. Enclose herewith the company auditor’s confirmation. |  |  |
| 3. | We confirm that the shareholder(s)’ & Director(s)’ resolutions passed are in accordance with the Company’s Constitution (previously known as M & A) of the Chargor/Assignor and the Company’s Constitution empower the Chargor/Assignor to purchase and assign/ charge the Property to secure director/ 3rd party borrowings and the contents of the resolutions are appropriately worded and good for intended purpose. Enclose herewith the:-     1. Board Resolution authorising the purchase and charge/ assignment of the Property and execution of security documents in favour of the Bank for the borrowings; 2. Shareholder(s)’ Resolution authorising the purchase and charge/ assignment of the Property and execution of security documents in favour of the Bank for the borrowings. |  |  |
| 4. | Company search undertaken at Companies Commission of Malaysia (CCM):-   1. It does not reveal any prior encumbrances by a debenture holder; 2. Debenture subsisting, we enclose herewith the Letter of Disclaimer from the debenture holder.   Enclose herewith the CCM search and extract of Form 34 for the unsatisfied charge(s). |  |  |
| 5. | We confirm that the Form 34 has been filed at Registrar of Companies and we shall forward the Form 40 in due course. Enclose herewith a copy of the \*Form 34 and receipt/ Form 40. |  |  |
| 6. | We enclose herewith the Company’s Constitution documents (previously known as Forms 24, 44, 49 and M & A) duly CTC by the company secretary. |  |  |
| 7. | We confirm that the transaction is not in contravention of the Companies Act and the law |  |  |
| 8. | We confirm that the company had not issued prior debenture to any Financial Institution and the company has not been wound up. |  |  |
| **Section 15- Where the Vendor is a Company** | | | |
| 1. | Company search undertaken at Companies Commission of Malaysia (CCM) and enclose herewith the CCM search:-   1. It does not reveal any debentures subsisting that will affect the loan collateral; 2. Debenture subsisting, we enclose herewith the Letter of Disclaimer from the debenture’s holder.   Enclose herewith the CCM search and extract of Form 34 for the unsatisfied charge(s). |  |  |
| 2. | We confirm that the Director(s)’ resolutions passed are in accordance with Vendor’s company Constitution (previously known as M & A) which empower the Vendor to sell the subject property. Enclose herewith the Director(s)’ resolutions. |  |  |

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| **Section 16- Power of Attorney granted by Vendor/ Proprietor** | | | |
| 1. | Vendor under sub-sale of property or proprietor of the land had issued Power of Attorney (PA), we confirm that the PA had been registered with the High Court, is valid, \*irrevocable/\*had not been revoked and empowers the Attorney to deal with the Property including to transfer the Property. |  |  |
| 2. | For Vendor under sub-sale of property, we enclose herewith the CTC Power of Attorney by High Court. |  |  |
| **Section 17- Auction** | | | |
| 1. | **For Property with Title:**  Proclamation of Sale duly signed by the successful Bidder/ Agent. Enclose herewith the Original Proclamation of Sale \*and Letter of Authorisation for the appointment of Agent.  **Note : Letter of Undertaking from chargee to refund loan for court sale of NLC charged property NOT required.** |  |  |
| 2. | **For Property without Title:**  \*Enclosed the Letter of Undertaking from the existing Assignee to refund the loan sum to the Bank if the Deed of Assignment favouring the successful Bidder cannot be perfected for whatsoever reasons.  \*We confirm that under the Proclamation of Sale the existing Assignee will refund the loan sum to the Bank if the Deed of Assignment favouring the successful Bidder cannot be perfected for whatsoever reasons.  Confirmation/Current Statement from Management Corporation/JMB that all sums and outgoings (“Outstanding Sum”) as at todate is fully settled. Enclosed herewith the a copy of the statement/ payment receipt. |  |  |
| 3. | Auction by way of assignment and individual title has been issued with restrictions-in-interests on title. We enclose herewith the consent to transfer and charge. |  |  |
| **Section 18- Construction Loan** | | | |
| 1. | We confirmed that all Terms and Conditions for construction of building stated in the Letter of Offer have been complied with. |  |  |
| **Section 19- Other Documents** | | | |
| 1. | 1. Developer’s Licence (a copy of latest & unexpired Licence which match against the S&P). 2. A copy of the confirmation letter issued by the Bank with which the HDA account is opened and maintained by the developer (eg Lampiran A endorsed by Bank) |  |  |
| 2. | Developer’s billing claim for payment supported by Architect’s Certificate(s). |  |  |
| 3. | Invoice for the legal fees. |  |  |
| 4. | For Facilities up to RM250K and guaranteed by person other than spouse of Borrower:   1. Borrower’s letter to guarantor disclosing all credit facilities from financial institutions and guarantees that Borrower issued; 2. Borrower’s letter to Bank to authorise Bank to disclose to guarantor all correspondence with the Borrower; 3. Guarantor’s letter to Bank to confirm that he had been informed of his rights and obligations as a guarantor of the Facilities and his willingness to stand as guarantor; 4. Guarantor’s consent for additional facilities, if applicable. |  |  |
| 5. | A copy of the online authentication of the stamp duty paid based on the search made at LHDN’s website and to ensure that any stamp duty remission or penalty imposed must be endorsed by the Timbalan Pemungut Duti Setem. |  |  |
| 6. | Spousal Consent Letter:  *(Spousal consent duly executed by the borrower(s)/Security Party(ies) and/ or their spouses, if anyone among these parties and/or their spouses is/are* ***of of Myanmar, Indonesia, Thailand, China, Netherlands, Germany, Italy or Vietnam Nationality****)*   1. Spousal consent letter for spouse who is the borrower and security party. Enclosed herewith the spousal consent letter which is duly executed and witnessed by lawyer. 2. Spousal consent letter for spouse  who is not the borrower but a security party or spouse who is neither the borrower nor the security party. Enclosed herewith the spousal consent letter which is duly executed and witnessed by lawyer. |  |  |
| **Section 20- Additional Confirmation** | | | |
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| **SECURITY DOCUMENTS** |
| **Section 1: We enclose herewith the following Original Security Documents for safe keeping:-** |
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| **Section 2: We undertake to forward the following Original Security Documents upon stamping and registration of the same from the relevant land office/ registries, CCM and/ or High Court:-** |
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