

DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT is made the day and year stated in Section 1 of the First Schedule hereto Between **THE BANK OF NOVA SCOTIA BERHAD (Company No. 308035-U)**, a company incorporated in Malaysia and having its registered office at Ground and Mezzanine Floors, Menara Boustead, No. 69, Jalan Raja Chulan, 50200 Kuala Lumpur and a place of business stipulated in Section 2 of the First Schedule hereto (hereinafter called "**the Bank**" which expression shall, where the context so permit, include its successors-in-title and assigns) of the one part And the party(ies) whose name(s), description and address(es) are stated in Section 3 of the First Schedule annexed hereto (hereinafter called "**the Assignor**" which expression shall, where the context so permits, include his or her or its personal representatives, estates, successors-in-title and permitted assigns) of the other part.

ARTICLE I

RECITALS

Section 1.01 Principal Sale And Purchase Agreement

By written agreement made the day and year stated in Section 5 of the First Schedule hereto (hereinafter referred to as "**the Principal Sale and Purchase Agreement**" which expression shall, where the context so permits, include any amendment(s) or variation(s) thereof and addition(s) thereto from time to time including any instrument(s) now or hereafter or from time to time executed supplemental thereto or in substitution thereof) between the party(ies) whose names and particulars are stated in Section 6 of the First Schedule hereto (hereinafter called "**the Developer**"/"**the Vendor**" and if applicable together with "**the Proprietor**"/"**the Landowner**", which (2) two expressions shall, where the context so permit, include its successors-in-title and assigns) of the one part And **the Assignor** Or in instances where the Assignor is not the first Purchaser, the person(s) whose name(s), description and address(es) are stated in Section 7 of the First Schedule hereto (hereinafter called "**the Original/First Purchaser**") of the other part, the Developer/the Vendor and/or the Proprietor/Landowner agreed to sell or sold and the Assignor or the Original/First Purchaser, as the case may be, agreed to purchase or bought all that property which is more particularly described in the Principal Sale and Purchase Agreement and in Section 9 of the First Schedule hereto together with the **Accessory Parcel(s)** (if any) described in Section 10 of the First Schedule hereto (hereinafter collectively referred to as "**the Property**" which expression shall where the context so permits, include any building(s) and fixture(s) now or hereafter or from time to time erected or to be erected thereon affixed or to be affixed thereto including any part or portion thereof, comprised in the Master Land more particularly set out in Section 8 of the First Schedule hereto) for the consideration and upon the terms and subject to the conditions stated therein.

Section 1.02 **No Separate Title**

A separate document of title or separate strata title to the Property has not yet been issued by the relevant authority as at the date hereof and all rights, title and interests and the full and entire benefit of the Property is vested in favour of the Assignor under and by virtue of or pursuant to the Principal Sale and Purchase Agreement and the agreements, sub-sale agreements, deeds, reassignments and/or assignments (by way of sale) concerning or affecting the Property more particularly identified and described in Section 11 of the First Schedule hereto (hereinafter referred to as "**the Related Documents**").

Section 1.03 **Loan Agreement**

By an agreement entered into on the date stated in Section 12 of the First Schedule hereto (hereinafter referred to as "**the Loan Agreement**" which expression shall, where the context so permits, include any amendment(s) or variation(s) thereof and addition(s) thereto from time to time including any instrument(s) now or hereafter or from time to time executed supplemental thereto or in substitution thereof) and made between the Bank of the one part and the party(ies) whose name(s), description and address(es) are stated in Section 4 of the First Schedule hereto (hereafter called "**the Borrower**") of the other part, the Bank has, at the request of the Borrower, now or hereafter or from time to time agreed to grant and to make available and/or granted and made available and/or agreed to continue to grant and to make available to the Borrower an Operating Overdraft Facility and/or a Non-Revolving Loan and/or a Revolving Term Loan, as the case may be (hereinafter called "**the Facility**"), the amount of which is stated in Section 13 of the First Schedule hereto for principal only upon the terms and subject to the conditions more particularly contained therein and in the Letter of Offer and upon the security of an assignment of the Property by the Assignor in favour of the Bank for the payment and repayment of the Facility.

Section 1.04 **Security Documents**

One of the conditions for the granting of the Facility to the Borrower is that the Borrower and/or the Assignor shall respectively execute and deliver the Security Documents more particularly described in Section 14 of the First Schedule hereto and the Assignor shall also deliver to the Bank the Originals of all such Related Documents affecting or concerning the Property and the securities as provided in the Security Documents.

Section 1.05 **Execution Of Deed Of Assignment**

Pending the issue of a separate document of title or separate strata title to the Property and prior to the registration of the Charge over the Property in favour of the Bank and pursuant to the terms of the Letter of Offer and the Loan Agreement, it was agreed, inter alia, that the Indebtedness

owing and payable by the Borrower under the terms of the Loan Agreement and the Letter of Offer shall be additionally secured by this Assignment and the Assignor has agreed to assign to the Bank all his rights title and interests in and to the Property and the full and entire benefit of the Principal Sale and Purchase Agreement and the Related Documents together with all stipulations therein contained and all remedies for enforcing the same as security for the Facility granted and made available and/or continued to be granted and made available to the Borrower upon the terms and conditions herein contained.

Section 1.06 **Power of Attorney**

By a Power of Attorney entered into on the date provided in Section 14 of the First Schedule hereto (hereinafter called "**the Power of Attorney**" which expression shall, where the context so permits, include all schedule(s), any amendment(s), variation(s), or supplemental(s) thereof and addition(s) thereto from time to time, the Assignor has appointed the Bank to act, conduct and manage in the name and on behalf of the Assignor all the Assignor's rights title and interests in the Property upon the terms and conditions therein contained.

Section 1.07 **Assignment As Security**

In consideration of the Facility being granted and made available to the Borrower, and pursuant to the Letter of Offer and the Loan Agreement, and as security for the payment and repayment of the Borrower's Indebtedness under the Facility and pursuant to the Loan Agreement and the Letter of Offer, the Assignor shall assign all his rights title and interests in and to the Property under pursuant to and by virtue of the Principal Sale and Purchase Agreement and the Related Documents upon the terms and conditions therein contained.

ARTICLE II

DEFINITIONS AND INTERPRETATION

Section 2.01 **Definitions And Interpretation**

- (i) In this Assignment unless the context otherwise requires, or unless this Assignment otherwise provides, all words and expressions defined in the Loan Agreement when used or referred to in this Assignment shall have the same meaning as that provided for in the Loan Agreement.

“Assignor”	The person(s) named in Section 3 of the First Schedule hereto and includes his/her heirs, estate(s), personal representatives, successors-in-title and assigns.
“Bank”	THE BANK OF NOVA SCOTIA BERHAD (Company No. 308035-U) , a company incorporated in Malaysia and having its registered office at Ground and Mezzanine Floors, Menara Boustead, No. 69, Jalan Raja Chulan, 50200 Kuala Lumpur and a place of business set out in Section 2 of the First Schedule hereto and includes its successors-in-title and assigns and such other entity in which the Bank is merged or amalgamated or to which the Bank’s business or undertaking is transferred.
“Borrower”	The person named in Section 4 of the First Schedule thereto and includes his heirs, estate(s), personal and legal representatives successors-in-title and permitted assigns.
“Developer”/ “Vendor”	The Developer of the Property whose name and particulars are more particularly specified in Section 6 of the First Schedule hereto and includes contractors who are employed by the Developer/Vendor and/or the Proprietor/Landowner to construct the Property, and includes their respective successors-in-title and assigns.
“Facility”	The Operating Overdraft and the Non-Revolver Loan collectively where both facilities are granted and where only one facility is granted, the Operating Overdraft Facility and/or the Non-Revolver Loan and/or the Revolver Term Loan, as the case may be, granted and made available and/or agreed to be granted and made available and/or continued to be granted and made available by the Bank to the Borrower now or hereafter or from time to time in accordance with the terms and conditions more particularly set out in the Loan Agreement and the Letter of Offer and includes any part thereof or balance thereof to be paid or advanced by the Bank for the purpose(s) specified in the Letter of Offer and includes any addition, increase, substitution, interchanging, termination, reduction, restructuring, advances, reinstatement or other variation howsoever and whatsoever of such Operating Overdraft Facility, Non-Revolver Loan or the Revolver Term Loan.
“Indebtedness”	The aggregate of all monies whether principal, interest, default interest and/or additional interests, costs, charges, commission or otherwise outstanding or payable or agreed to be payable by the Borrower and/or any Security Party from time to time whether solely or jointly with any other person and whether as principal or surety and includes all liabilities and obligations whether present or future or actual or contingent for the repayment or payment of all monies by the Borrower and/or any Security

Party in respect of or arising from the Operating Overdraft Facility and/or Non-Revolving Loan and/or Revolving Term Loan and the Security Documents relating thereto.

- “Insurance Policies” All or any of the policies and contracts of insurance of whatever nature which are now, or may from time to time be taken out, with respect to the Property and where applicable, all the policies and contracts of insurance referred to in Section 6.01 hereof, or any one or more of them.
- “Land” The Master Land wherein is comprised the Property assigned to the Bank more particularly described in Section 8 of the First Schedule hereto.
- “Letter of Offer” Collectively the letter(s) of offer issued by the Bank and accepted by the Assignor annexed to the Loan Agreement, and shall include any and such amendments, modification and supplements thereto from time to time, and any subsequent additional or supplementary or further letter(s) of offer or other document(s) whatsoever which amends, modifies or supplements the letter(s) of offer stated above (and includes, in the case of a supplementary or additional letter of offer in the form of a notification by the Bank where no acceptance is required from the Assignor, such supplementary or additional letter of offer).
- “Loan Agreement” The agreement made between the Bank and the Borrower on the date stated in Section 12 of the First Schedule hereto including all amendments, variations, additions or supplementary agreements or Letter of Offer or other correspondences made thereafter or from time to time under the provisions therein.
- “Monies Hereby Secured” The Indebtedness of the Borrower as defined in the Loan Agreement.
- “National Land Code” The National Land Code, 1965 and includes any statutory amendment or re-enactment thereof and all subsidiary legislation enacted thereunder.
- “Principal Sale and Purchase Agreement” The written Agreement made the date more particularly specified in Section 5 of the First Schedule hereto and includes any amendment(s) or variation(s) thereof and addition(s) thereto from time to time including any instrument(s) executed or hereafter or from time to time executed supplemental thereto or in substitution thereof.

“Proprietor”/ “Landowner”	The registered owner of the Land whose name and particular are more particularly specified in Section 6 of the First Schedule hereto and includes its successors-in-title and assigns.
“Related Document(s)”	Every agreement document deed instrument (in addition to the Principal Sale and Purchase Agreement) concerning or affecting the Property and more particularly described in Section 11 of the First Schedule hereto.
“Ringgit Malaysia” and “RM”	The lawful currency of Malaysia.
“The Property”	The property/properties more particularly identified and described in the Principal Sale and Purchase Agreement and in Section 9 of the First Schedule hereto and includes the Accessory Parcel(s) (if applicable) identified in Section 10 of the First Schedule hereto and any fixtures and any building(s) now or hereafter or from time to time affixed thereto or erected thereon including any part or portion thereof wherein all the present future rights title interests and the full and entire benefits of the Assignor in and to the Property under and by virtue of the Principal Sale and Purchase Agreement and, where appropriate, the Related Documents including, where applicable, the equity of redemption therein is assigned to the Bank.
“Security Documents”	Collectively all agreements, deeds, letters, guarantees, instruments and documents including the Loan Agreement and the Letter of Offer to the Borrower, this Assignment and the Power of Attorney by the Assignor and any other security documents executed now or hereafter or from time to time by the Borrower and/or the Assignor and/or any Security Party alone or jointly or otherwise howsoever existing in favour of the Bank to secure the repayment and payment by the Borrower and/or the Assignor and/or any Security Party of the Borrower’s Indebtedness or in connection with the Borrower’s Indebtedness (or any part thereof) and/or the Facility and/or the Borrower’s and/or the Assignor’s and/or the Security Party’s obligations to the Bank under or in respect of or in connection with the Borrower’s Indebtedness and/or the Facility (or any one or more of them or any part thereof) and without limiting the generality of the foregoing, includes the documents set out in Section 14 of the First Schedule hereto.
“Security Party”	The Borrower and/or the Assignor and any party or person giving or providing or which shall thereafter from time to time give or provide any guarantee or security to secure the repayment of the Indebtedness of the Borrower or any part thereof.

Section 2.02

Interpretation

In this Assignment unless there is something in the subject or context inconsistent with such construction or unless it is otherwise expressly provided:-

- (i) Words importing the masculine gender include feminine and neuter genders and vice versa;
- (ii) Words importing the singulars number include the plural number and vice versa;
- (iii) Words applicable to natural persons include any body or persons company corporation firm or partnership corporate or unincorporate;
- (iv) Where there are two (2) or more persons or parties included or comprised in the expression “the Assignor” agreements covenants terms stipulations and undertakings expressed to be made by and on the part of the Assignor shall be deemed to be made by or binding upon such persons or parties jointly and severally;
- (v) References herein to Articles and Sections are references to Articles and Sections in this Assignment unless otherwise specified;
- (vi) The headings and sub-headings of this Assignment are inserted for convenience only and shall be ignored in construing the provisions of this Assignment;
- (vii) Where an act is required to be done within a specified number of days after or from a specified date, the period is inclusive of and begins to run from the date so specified;
- (viii) A period of a month from the happening of an event or the doing of an act or thing shall be deemed to be inclusive of the day on which the event happens or the act or thing is or is required to be done;
- (ix) Unless otherwise stated, any reference to a time of the day shall be a reference to Malaysian time;
- (x) Any reference to statutes and the rules made thereunder includes all amendments which may be enacted from time to time;

- (xi) Where the Assignor is a company, the provisions contained herein which are primarily and literally applicable to the case of natural persons shall be construed and take effect as if the Assignor were a company and shall bind all of its assigns and successors-in-title. Accordingly, any references herein relating to bankruptcy shall thereafter be references relating to the winding-up, liquidation, amalgamation or reconstruction, as the case may be, of the Assignor;
- (xii) The Schedules hereto shall form an integral part of this Assignment and shall be taken, read and construed as essential part thereof.;
- (xiii) Any reference to an agreement, contract or document includes any amendments or variations thereto from time to time and any other instrument executed supplemental thereto or in substitutions thereof;
- (xiv) Any liberty or power or discretion which may be exercised or any determination which may hereunder by the Bank may be exercised or made in the Bank's absolute and unfettered discretion and the Bank shall not be under any obligation to give any reason therefor.

Section 2.03

Loan Agreement Incorporated Into This Assignment

All the provisions of the Letter of Offer and/or the Loan Agreement are, whether repeated herein or not, incorporated into and form part of this Assignment and all representations, warranties and covenants made therein by the Borrower shall be deemed to have been made by the Assignor herein. Subject to such alterations or variations where necessary to make the provisions of the Loan Agreement and the Letter of Offer consistent with the provisions of this Assignment, in the event of any conflict or discrepancy between the provisions of the Loan Agreement and the Letter of Offer and any of the provisions of this Assignment, the provisions of this Assignment shall prevail for the purposes of interpretation and enforcement of this Assignment.

Section 2.04

Severability

Each of the provisions of this Assignment is severable distinct from the others and if at any time one or more of such provision is or becomes invalid illegal or unenforceable, the validity legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

ARTICLE III

COVENANT TO PAY

Section 3.01 **Covenant To Pay**

- (a) The Assignor will on demand repay and pay to the Bank the Monies Hereby Secured in relation to the Borrower's Indebtedness pursuant to the Letter of Offer and the provisions of the Loan Agreement or this Assignment PROVIDED THAT no such demand for payment shall be made by the Bank unless:-
- (i) in accordance with the provisions of the Loan Agreement and/or any of the Security Documents, the Operating Overdraft Facility and/or the Non-Revolver Loan and/or the Revolving Term Loan and all other sums payable or agreed to be payable thereunder by the Assignor and/or the Borrower and/or any Security Party and/or such person or party liable or responsible for paying the same shall become forthwith due and payable; or
 - (ii) the Assignor commits or threatens to commit a breach of any of the covenants, undertakings stipulations terms conditions or provisions herein contained and/or in the Loan Agreement or to be performed (other than the covenant or undertaking for payment of moneys due under this Section 3.01) which is not capable of remedy or which, being capable of remedy, is not remedied seven (7) days after notice from the Bank to the Assignor requesting action to remedy the same; or
 - (iii) any of the events specified in Section 7.01 hereof and/or any of the Events of Default set out in the Loan Agreement shall occur; or
 - (iv) any other securities executed by the Assignor and/or the Borrower and/or any Security Party or any other person or party pursuant to this Assignment and/or any of the Security Documents shall become enforceable.

Upon the occurrence of any of the aforesaid events the Monies Hereby Secured shall become forthwith due and payable and must be discharged by the Assignor immediately.

- (b) In addition and without prejudice to the rights of the Bank as provided herein and in the Letter of Offer and the Loan Agreement, the Assignor hereby declares and confirms that the Facility may be terminated and the Monies Hereby Secured and any other moneys herein covenanted to be paid or intended to be secured hereunder shall become due and immediately payable by the Assignor whether formally demanded or not upon the

happening of any of the Events of Default stated in the Letter of Offer and the Loan Agreement and this Assignment. The Bank shall then forthwith become entitled to recover the Monies Hereby Secured and all sums owing under any loan or other accounts with interest thereon at the Prescribed Rate plus default rate and/or additional interest rate, both before and after judgement and to exercise the rights and powers upon default as stated in the Letter of Offer, the Loan Agreement and this Assignment and/or the Security Documents.

- (c) Notwithstanding that the Bank may not have exercised any remedy available to it immediately on default by the Borrower and/or Assignor, or that it may have accepted monies from the Assignor, after such default, the Bank shall not be held to have acquiesced in such default and may at any time be entitled to exercise all or any of the remedies conferred upon it by this Assignment, the Loan Agreement and the Letter of Offer and/or the Security Documents or statute, whose rights of action shall not be prejudiced accordingly.

Section 3.02 **Continuing Payment Obligation**

Until such demand by the Bank under Section 3.01 hereof, the Assignor shall ensure that the Borrower and the Assignor pay to the Bank the Monies Hereby Secured at the times and in the manner as prescribed in the Loan Agreement.

Section 3.03 **Additional Facilities, Variation, Interchange Or Substitution Of Facility**

- (a) In amplification not in derogation of Section 9.09 hereof and notwithstanding any other provisions herein contained, the Bank may at any time or from time to time at the request of the Borrower and the Assignor or at the Bank's **absolute** discretion and without affecting the Bank's security grant additional or further facilities to the Borrower or vary, interchange or substitute any of the facility comprised in the Facility to the Borrower or any part thereof with any other banking facilities upon such terms and conditions as the Bank may stipulate and this Assignment shall secure such additional or interchanged or substituted facilities.
- (b) In all cases of the granting of additional or further facilities or variations, interchange or substitution of any of the facility comprised in the Facility to the Borrower, the provisions herein contained and the provisions specific to such additional further varied interchanged or substituted facility/facilities shall apply mutatis mutandis and shall not vary or affect the continuing operation of the provisions herein in respect of the existing Facility.

Section 3.04

Demand

Without prejudice to any other means or method of service allowed herein or in law, any notice given pursuant to Section 3.01 hereof above shall be in writing and in such form as shall be decided by the Bank and may be signed on behalf of the Bank by the Manager, Assistant Manager or any duly authorised officer of the Bank or by any solicitor or firm of solicitors purporting to act for the Bank and such notice shall be deemed to have been sufficiently or effectively given made delivered or served on the Assignor if it is left at the usual or last known place of residence or at the last known registered office of the Assignor or at the address of the Assignor stated in Section 3 of the First Schedule hereto or at the usual or last known address of the Assignor or place of business of the Assignor or such other address as may from time to time be notified by the Assignor to the Bank or sent by ordinary letter or prepaid registered post to any of such aforementioned addresses and in the last mentioned case the service shall be deemed to be made ~~two (2) working days on the second (2nd) business day~~ after posting.

Section 3.05

Irrevocable Authority To Release

- (a) The Bank shall be at liberty and is hereby expressly and irrevocably authorised by the Borrower and the Assignor to give such undertakings or release, advance or pay the whole of the Facility or such part or parts thereof to or in favour of any persons at such times in such manner and of such amounts and upon such contingencies and conditions as the Bank shall ~~in its absolute discretion~~ deem fit and it is herby hereby expressly acknowledged, agreed and confirmed by the Assignor that all advances and payments to such aforesaid persons shall be for the account of the Borrower and for all purposes whatsoever be deemed to be and shall form part of the Monies Hereby Secured under the Letter of Offer and the Loan Agreement and this Assignment and the acknowledgement or receipt of such aforesaid persons shall be good and sufficient and effective as if the same had been made or given by the Assignor personally. It is hereby further expressly declared and agreed by the Assignor that the authority hereby granted to the Bank under this Assignment to release advance or pay the whole of the Facility or part or parts thereof or to give such undertakings in respect of the same to any of the aforesaid persons shall not be revoked at any time and in particular shall not be revoked by any purported exercise by the Assignor of any rights of set-off the Assignor may have against any of the aforesaid persons for any reason whatsoever.
- (b) The Assignor hereby acknowledges, confirms and agrees that the Bank shall be entitled to treat the Bank's obligations under the undertakings issued by the Bank as absolute and unconditional and requiring payment to the persons to whom such undertakings are issued in accordance with the terms of such undertakings ~~notwithstanding any objection by the Assignor~~. The Assignor herby hereby also irrevocably and unconditionally confirms that the Bank shall at the time be entitled to make any payment under the Letter of Offer and the Loan Agreement, this Assignment and such undertakings without further investigations or enquiry and need not concern itself with the propriety of any claim made under such undertakings. The Assignor hereby further irrevocably and unconditionally acknowledges and confirms that he shall not be entitled whether in law or in equity to stop or to demand that the Bank withholds any payment which is to be made by the Bank under the Letter of Offer and the Loan Agreement, this Assignment or pursuant to such undertakings.

Accordingly, the Bank shall be entitled to be reimbursed and indemnified and the Assignor hereby agrees to keep the Bank reimbursed and indemnified in respect of all such aforesaid payments.

- (c) The Assignor shall at all times during the continuance of the Facility obtain the prior consent in writing of the Bank:-
- (i) before commencing, instituting, initiating or maintaining any civil suit, action or proceedings whatsoever in any court of law or tribunal against the Developer/Vendor and/or the Proprietor/Landowner in respect of any matter arising out of the Principal Sale and Purchase Agreement and/or the Related Documents;
 - (ii) before accepting or agreeing with the Developer/Vendor and/or the Proprietor/Landowner on any amendment or variation whatsoever of the terms and conditions of the Principal Sale and Purchase Agreement and/or the Related Documents.

ARTICLE IV

ASSIGNMENT

Section 4.01

Assignment

- (a) Pursuant to the terms of the Letter of Offer and the Loan Agreement and in consideration of the Bank having at the request of the Borrower and the Assignor granted and made available and/or agreed to grant and make available and/or to continue to grant and make available the Facility to the Borrower and for better securing the repayment of the Monies Hereby Secured and the payment of interests thereon at such rates as may be prescribed by the Bank from time to time, bank charges and commission payable thereunder and all other moneys payable or agreed to be paid thereon by the Assignor and/or any Security Party to the Bank in relation to or in connection with or arising from the Facility and/or any of the Security Documents or hereunder or in connection therewith, the Assignor as beneficial owner hereby **ASSIGNS ABSOLUTELY** to the Bank the Property and all the present and future rights title and interests and the full and entire benefit of the Assignor in and to the Property vested in the Assignor under or pursuant to and by virtue of the Principal Sale and Purchase Agreement and where appropriate the Related Documents including where applicable, the equity of redemption therein together with the Assignor's right of enforcement thereof. Notwithstanding this Assignment, the Assignor shall at all time hereafter save harmless and keep the Bank indemnified against all actions, proceedings, damages penalties, claims, demands, costs and expenses which may be brought or incurred by the Bank by reason or on account of the non-observance of all or any of the terms and conditions of the Principal Sale and Purchase Agreement and the Related Documents on the part of the Assignor as contained herein and in the Loan

Agreement and hereby undertakes to continue to observe, perform and be bound by all whatsoever conditions, covenants and stipulations therein contained in the Property on the part of the Assignor expressed and contained.

- (b) Without prejudice and in addition to the provisions of Clause 4.01(a) above, the Assignor further agrees as follows:-
- (i) In consideration of the premises and as security for better securing the repayment and payment of all the Indebtedness of the Borrower and also all moneys hereby agreed to be paid (including all fees, charges, costs and expenses arising out of or in connection with the provisions of this Assignment), the Assignor hereby irrevocably and unconditionally ASSIGNS ABSOLUTELY to the Bank all proceeds of rental paid, due and becoming due from the tenancies of the Property or any part thereof which may now or hereafter be granted by the Assignor to various Tenants thereto (hereinafter to as “**the Assigned Proceeds**”).
 - (ii) The Assignor shall procure that the Assigned Proceeds shall be paid directly by the Tenants to the Bank and the Assignor shall do all acts and things necessary to ensure that the Assigned Proceeds shall be paid to the Bank. The Bank shall utilise such of the Assigned Proceeds towards reduction of the Indebtedness at the times and in the manner deemed fit at the Bank’s ~~sole and absolute~~ discretion.
 - (iii) Notwithstanding the assignment hereinbefore provided and/or anything contained herein to the contrary, the Assignor shall remain liable to observe and perform all the conditions, covenants and obligations to be observed and performed by the Assignor under the Tenancy Agreements and the Bank shall have no obligations or liability whatsoever under the Tenancy Agreements by reason of or arising out of the assignment herein.
 - (iv) The Bank shall be entitled to the custody and possession of the Assignor’s copies or certified true copies of the Tenancy Agreements and all whatsoever documents evidencing any benefit or rights pertaining thereto and the Assignor shall deliver to the Bank from time to time as and when available such copy of the executed Tenancy Agreements.
 - (v) Without prejudice to the generality of the foregoing, the Assignor shall comply strictly with the provisions of the Tenancy Agreements and to do all other things and observe all conditions necessary to be done or observed in order to entitle the Bank to payment(s) mentioned in the Tenancy Agreements and further the Assignor shall not permit or suffer any act, omission or thing which may in any way preclude or hinder the Bank from demanding the same free from all deductions and abatements whatsoever.

Section 4.02 **Notice Of Assignment**

The Assignor hereby agrees, covenants and undertakes to the Bank that the Assignor shall forthwith upon the execution of this Assignment deliver or cause to be delivered to the Bank the original copy of an acknowledgement of service of this Assignment on the Developer/Vendor and/or the Proprietor/Landowner from them and or from such other parties as the Bank shall, in its **absolute** discretion, find satisfactory.

Section 4.03 **Preservation Of Assignor's Liabilities And Obligations**

The Assignor shall and hereby expressly agrees covenants and undertakes:-

- (i) to be responsible for and to pay to the Developer/Vendor and/or the Proprietor/Landowner and/or any other person, body or corporation any moneys whatsoever and howsoever payable by the Assignor in respect of the Property; and
- (ii) to indemnify and keep the Bank indemnified against all claims demands actions fines penalties and legal proceedings whatsoever made against or charged or imposed upon the Bank by the Developer/Vendor and/or the Proprietor/Landowner, government or any local authority or any person or corporation whatsoever arising from or in connection with any act or omission done or omitted to be done by the any person whomsoever in or on or in respect or pertaining to the Property.

Section 4.04 **Custody Of Principal Sale And Purchase Agreement And/Or The Related Agreement(s)**

During the continuance of this Assignment and so long as any moneys shall be owing by the Borrower and/or the Assignor and/or any Security Party to the Bank, the Bank shall have custody and possession of the Original, duly signed and stamped copy of the Principal Sale and Purchase Agreement and/or the Related Documents and of all other whatsoever documents evidencing any rights title and interests of the Assignor to the Property in and to, under or pursuant to the Principal Sale and Purchase Agreement and, where appropriate, the Related Documents or any benefits or rights annexed appurtenant or relating thereto or in any way connected therewith.

Section 4.05 **Execution Of Legal Charge**

Upon the issue of the separate issue document of title or separate strata title to the Property by the relevant governmental authorities, the Assignor shall at its own and/or the Borrower's costs and expenses and immediately upon being so required to do so by a notice in writing from the Bank take a transfer of the Property (hereinafter called "**the Transfer**") and forthwith deliver and deposit or cause to deliver and deposit with the Bank or its Solicitors the separate document of title or separate strata title and the Memorandum of Transfer and all other documents together with the requisite stamp duty and registration fees for effecting the registration of the Transfer of the Property, free from encumbrances and shall at the Assignor's own and/or the Borrower's costs and expenses immediately execute a Legal Charge under the National Land Code (hereinafter called "**the Charge**") over the separate document of title or separate strata title to the Property; the Charge in favour of the Bank to be in form and substance prescribed by the Bank to secure the repayment to the Bank of the Borrower's Indebtedness payable and owing by the Borrower and/or the Assignor and/or any Security Party to the Bank. The Assignor and/or the Borrower shall reimburse to the Bank all monies paid by the Bank to the Developer/Vendor and/or the Proprietor/Landowner or such other parties as may be deemed necessary by the Bank to facilitate the delivery of such documents necessary for registering the Transfer of the Property into the name of the Assignor as the registered owner thereof and the Charge over the Property in favour of the Bank.

Section 4.06 **Power Of Attorney**

For the consideration aforesaid the Assignor hereby unconditionally and irrevocably agrees and covenants with and undertakes to the Bank to execute in favour of and deliver to the Bank a Power of Attorney in the form, format and substance prescribed by the Bank (hereinafter referred to as "**Power Of Attorney**") to enable the Bank to exercise more readily the rights, remedies and powers conferred upon the Bank therein in respect of the Property.

Section 4.07 **The Bank Not Bound To Take Action**

The Bank shall not be under any obligation to the Assignor to take any action or to enforce any rights title interests and benefits hereby assigned and shall not be under any obligation to the Assignor by reason of the Bank having abstained from taking or continuing any such action or steps.

Section 4.08 **Continuing Security**

The Assignor hereby agrees and declares that this Assignment is expressly intended to be and shall be a continuing security for the payment of the Monies Hereby Secured and all other

monies and liabilities whatsoever now or at any time or hereafter from time to time due and owing and payable to the Bank by the Borrower and/or the Assignor whether alone or jointly and severally with another or others and whether as principal or surety under the Loan Agreement, the Letter of Offer and/or the Security Documents including moneys which may become owing by the Borrower and/or the Assignor or the Security Party to the Bank under this Assignment until the Indebtedness of the Borrower, including contingent liabilities, have been settled fully by the Assignor and/or the Borrower and/or the Security Party and/or the guarantor and the expired guarantees/bonds/indemnities, documentary or other credits or any instruments whatsoever from time to time entered into by the Bank for the Borrower's account have been returned to the Bank notwithstanding that the Borrower may at any time or from time to time cease to be indebted to the Bank for any period or periods and notwithstanding:-

- (i) any account or accounts of the Borrower with the Bank may from any cause whatsoever cease to be current and notwithstanding any settlement of account or accounts or otherwise; and/or
- (ii) any change by amalgamation consolidation or otherwise which may be made in the constitution of the Borrower and/or the Assignor or the Bank; and/or
- (iii) the liquidation of the Borrower and/or the Assignor whether voluntary or compulsory.

Section 4.09

Restriction Against Other Charges

The Assignor hereby declares, covenants, warrants and undertakes that there is no mortgage, charge, pledge, lien or other security interest over the Property ranking in point of security, prior to or pari passu with this Assignment and:-

- (i) the Assignor shall not during the subsistence of this Assignment without the prior consent in writing of the Bank execute any form of charge, mortgage, debenture, pledge, lien, assignment or permit to exist any caveat or prohibitory order or both in respect of the Property;
- (ii) this Assignment shall be without prejudice to and shall not operate so as to merge or otherwise affect any lien or security already given by the Assignor or any other security which may hereafter be given to the Bank by the Borrower and/or the Assignor and/or any other Security Party or to which the Bank is entitled whether the same be for securing repayment of the Borrower's Indebtedness and whether such security is taken as additional or collateral security or otherwise howsoever.

Section 4.10 **Covenant To Provide Further Security**

At the request of the Bank, the Assignor shall at the Assignor's own cost and expense charge and/or deposit and/or cause to be charged to or deposit with the Bank the stocks and shares which are legally or beneficially owned or which may hereafter be acquired or belonging to the Assignor, the Assignor's assets or business, moveable or immovable property and/or the documents of title to any or all immovable properties now or hereafter vested in the Assignor for any tenure by way of further and additional security for the repayment and payment of Moneys Hereby Secured hereunder and any other moneys owing to the Bank and not hereby secured. Such mortgage charge assignment transfer deposit or agreements shall be prepared by or on behalf of the Bank at the costs and expense of the Assignor and to contain all such terms and conditions for the benefit of the Bank as the Bank may reasonably require.

Section 4.11 **Further Assurance**

The Assignor shall from time to time and at any time, whether before or after the security hereby constituted shall have become enforceable, at the cost and expense of the Assignor, execute and do and/or cause to be executed and done all such transfers, assignments, agreements, documents, assurances, acts and things as the Bank may reasonably require for perfecting or further assuring the security intended to be hereby created or agreed to be created in favour of the Bank and for facilitating the realisation of the Property hereby assigned/charged and the exercise by the Bank of all the powers, authorities and discretions hereby conferred on the Bank and the Assignor shall also give all notices, orders and directions which the Bank may think expedient. For such purposes a certificate in writing signed by or on behalf of the Bank to the effect that any particular transfer, assignment, assurance, act or thing required by it is reasonably required by it shall be conclusive evidence of that fact.

Section 4.12 **The Bank May Compromise**

The Bank shall be entitled on behalf of the Assignor to enter into any settlement or arrangement or accept any compositions or grant any waiver or time in relation to the Property without the concurrence of the Assignor and such settlement or arrangement or composition or waiver or granting of time shall be binding on the Assignor.

Section 4.13 **Licence**

Notwithstanding anything in this Assignment contained, it is hereby agreed and declared that during the continuance of this Assignment and until a separate issue document of title or separate strata title is issued and transferred to the Assignor and the Charge in favour of the Bank is registered, the Bank shall have full right liberty and authority to deal with the Property in such

manner as it shall in its **absolute** discretion deem fit and the Bank hereby grants to the Assignor a licence to occupy the Property as a licensee of the Bank and no other rights and the Assignor shall retain possession of the Property merely as the licensee of the Bank and by no other right and within seven (7) days after the Assignor's licence to occupy the Property has been terminated by a written notice by the Bank, the Assignor will give immediate vacant possession of the Property to the Bank or to such person or persons as the Bank may direct.

ARTICLE V

COVENANTS IN RESPECT OF THE PROPERTY

Section 5.01

Covenants In Respect Of The Property/Land

The Assignor acknowledges that notwithstanding that the Bank shall at any time or from time to time hold the Property as beneficial owner by virtue of the Assignment herein the Assignor hereby expressly covenants and undertakes with the Bank that during the continuance of this Assignment:-

- (i) Upon the issuance of separate issue document of title or strata title to the Property by the relevant governmental authorities, to deliver to the Bank and let the Bank have the custody or possession of the separate issue document of title or strata title to the Property so long as this Assignment shall remain enforceable and the parties hereby agree that insofar as the law shall permit the application of Section 244(2) of the National Land Code shall be restricted to instances where the production of any document of title is required for purposes of any action or matter initiated or instituted by the Government or any governmental authority department or officer and not where such document of title is required for any purpose or to effect any transaction conducted or initiated by the Assignor AND nothing contained or expressed in the said Section 244(2) shall be construed as or deemed to be consent by the Bank.
- (ii) (a) To be responsible for and to punctually pay to the government or any local or other authority all charges dues and outgoings whatsoever whether by way of fines, assessment, all existing current and future quit rent, rates, taxes and any other fees or impositions whatsoever and howsoever, which are now or any time hereafter be payable in connection with or arising out of the Property or in connection with the issue of any document of title or separate strata title or of the Assignor's business and obtain all necessary licences and comply with all regulations relating to the carrying on of such business and the Assignor shall produce to the Bank the receipts for all such payments as aforesaid. In default whereof, it shall be lawful for but not obligatory upon the Bank to pay the same or any part thereof and all moneys expended by the Bank together with interest thereon at the Prescribed Rate, and where relevant, default rate or at such other rates as may be determined by the Bank from time to time, from the date of such payments by the Bank shall be recoverable from the Assignor and shall be paid

on demand being made by the Bank. Any interest payable hereunder shall be calculated and charged in accordance with the provisions of the Loan Agreement.

- (b) To indemnify the Bank against all claims, demands, fines, action, penalties and legal proceedings whatsoever made or charged or imposed upon the Bank by the government or any local or other authority or any person or body or corporation whatsoever arising from or in connection with any act or omission done or omitted to be done by any person whatsoever in or in respect of the Property.
- (iii) To keep the building now standing or that may hereafter be erected on the Property and all fittings and fixtures therein in tenantable repair and condition and comply with all notices and orders served on the Assignor by any competent or other public or local authority in respect of repairs sanitary installation sewerage road-making or otherwise. The Assignor will permit the Bank or its agents at all reasonable times of the day to enter into or upon the Property and all buildings thereon to examine the state and condition thereof and will forthwith repair and make good all defects and wants of reparation of which a notice in writing shall be given to the Assignor by the Bank. In default whereof it shall be lawful for but not obligatory upon the Bank and without being liable as a chargee in possession at any time to enter upon the Property and to effect such repair as may be necessary and all moneys expended by the Bank with interest thereon at the Prescribed Rate, and where relevant, default rate or at such other rates as may be determined by the Bank from time to time, from the date of such payments by the Bank shall be repaid by the Assignor on demand of the same being made by the Bank. Any interest payable hereunder shall be calculated and charged in accordance with the provisions of the Loan Agreement.
- (iv) (a) To observe and perform all the covenants, undertakings and stipulations contained in the Principal Sale and Purchase Agreement and/or the Related Documents on the part of the Assignor to be observed and performed and at all times hereafter save harmless and keep the Bank indemnified against all claims demands actions penalties legal proceedings costs and expenses which may be brought or made against or incurred by the Bank by reason or on account of the non-observance of all or any of the terms agreements and provisions on the part of the Assignor contained in the Principal Sale and Purchase Agreement and/or the Related Documents or otherwise.
- (b) To pay to the Developer/Vendor or the Joint Management Body or the Management Corporation constituted under the National Land Code as the case may be all service charges and maintenance fees payable in respect of the Property and pay and contribute towards the insurance premium, if any mentioned in the Principal Sale and Purchase Agreement and/or the Related Documents and other fees costs and outgoings and all and every sum or sums of money mentioned in the Principal Sale Agreement and/or the Related Documents and for this purpose to pay such deposits as may be reasonably required as security for such payments. In

default whereof it shall be lawful for but not obligatory upon the Bank to pay the same or any part thereof.

- (c) To comply with all the conditions express or implied relating to or affecting the Property as well as the provisions of any Act of Parliament Ordinance enactment or rule or law for the time being in force and of any rules regulations or orders made thereunder.

- (v) Upon the issuance of separate document(s) of title/strata title to the Property by the relevant governmental authorities, to observe and comply with any conditions covenants restrictions and category of land use express or implied, binding the Property or building erected or to be erected hereafter or otherwise howsoever in respect of the Property and will not do or omit to do or suffer to be done or omitted any act matter or thing in or in respect of the Property or any part thereof which shall contravene the provisions of any statutory law and rules made thereunder now hereinafter affecting the same. In default whereof, it shall be lawful for ~~but not obligatory for~~ the Bank to take such steps and measures necessary to ensure compliance and non-contravention by the Assignor of any statutory law enactment by-laws and rules made thereunder now or hereafter affecting the Property and all monies expended by the Bank with interest thereon at the Prescribed Rate, and where relevant, default rate or at such other rates as may be determined by the Bank from time to time from the date of such payments by the Bank shall be repaid by the Assignor on demand of the same being made by the Bank. Any interest payable hereunder shall be calculated and charged in accordance with the provisions of the Loan Agreement and the Letter of Offer. The Assignor shall at all times hereafter indemnify and keep indemnified the against all claims, demands, actions, proceedings, costs and expenses in respect of any such act matter or thing done or omitted to be done in contravention of such provisions.

- (vi) To give to the Bank within seven (7) days of the receipt of the notice of the same full particulars of any notice or proposal for a notice or order or proposal for an order given or issued or made to the Assignor in respect of the Property or any part thereof by or on behalf of any planning local government public health sanitary housing or other authority and produce such notice to the Bank and also shall without delay and within the period prescribed by such notice take all reasonable and necessary steps to comply with the provisions of such notice or order to safeguard and preserve the Property or any part thereof or the title or ownership thereto and also may on the Assignor's own accord or shall at the request of the Bank and at the Assignor's cost make or join with the Bank in making such objections or representations against or for in respect of any such proposal or such notice or order as the Bank shall deem expedient.

- (vii) On receipt of a notice in writing from the Bank that in the opinion of the Bank any user by the Assignor of the Property or any part thereof or any building thereon whether by reason of over-crowding or for any other reason whatsoever is calculated to affect adversely the security of the Bank, to discontinue such user forthwith.

- (viii) (a) Not to sell, transfer, charge or otherwise howsoever deal with the Property or any part thereof or any interest therein or make the same subject to any burden charge encumbrance liability or lien whatsoever or make any application for the surrender of the Property or any part thereof or any interest therein or make any application for the alteration of the category of land use or for the imposition of any fresh category of land use in respect of the Property or for the rescission removal or amendment of any condition or restriction affecting the Property without the written consent of the Bank first had and obtained.
- (b) Save and except for the Assignment herein created, not to assign or create or suffer to be created any assignment of the Assignor's rights title and interests whatsoever in the Property including his rights and interests in the Principal Sale and Purchase Agreement and the Related Documents.
- (ix) Not to lease or create a tenancy or grant any licence or otherwise howsoever part with the possession or make or accept the surrender of any lease or tenancy whatsoever of or in respect of the Property or any building or fixture thereof or any part thereof to any person firm or company without the consent in writing of the Bank first had and obtained, which consent may be given or refused without assigning any reason thereof either absolutely or on such terms and conditions as the Bank deems fit and the decision of the Bank shall be final and conclusive, AND the Assignor hereby assigns and covenants to assign absolutely to the Bank all the present and future rent, licence fees, rights and benefits accruing to the Assignor under any lease or tenancy or grant or licence of or in respect of the Property.
- (x) Not to terminate or agree to terminate and not to agree to any variation of the terms of the Principal Sale and Purchase Agreement and/or the Related Documents;
- (xi) Not to alter, pull down, or remove any building or fixture now or at any time hereafter erected on or affixed to the Property or any part thereof or erect make or maintain or suffer to be erected made or maintained on the Property or any part thereof any additional building erection or improvement without the consent in writing of the Bank first had and obtained and will forthwith replace or make good the same in the event of such addition, alteration, pulling down or removal made without the Bank's consent. In the event that the Bank shall give its consent, the Assignor shall duly apply for all necessary permissions as required by law and will give the Bank immediate notice of such permissions if granted and the Assignor will at all times indemnify and keep indemnified the Bank against all proceedings costs expenses claims and demands whatsoever in respect of and arising out of any contravention by the Assignor of such permission. Where it is intended that there is to be erected any building or buildings on the Property or that the Facility are to be utilised for the purposes thereof, the Assignor shall complete the erection of such building or buildings in accordance with the approved plans thereof

or such competent authority or authorities necessary for the obtaining of and shall obtain a Certificate of Fitness for Occupation or the Certificate of Completion and Compliance, as the case may be, not later than such date as the Bank may stipulate.

- (xii) To agree that any restriction against consolidation shall not apply to this security and it is hereby further agreed that unless the Bank otherwise agrees, the security created hereunder shall not be discharged except on payment by the Assignor of not only all Moneys Hereby Secured but also all moneys secured by any other charge or security document created by the Assignor and/or any Security Party as security for the Facility or otherwise.
- (xiii) To authorise the Bank to value the Property annually or at such interval as the Bank shall in its ~~absolute~~ discretion decide by any valuer or any officer of the Bank or any person of the Bank's choice ~~at the Assignor's sole costs and expense~~ to determine the location, surroundings, conditions, usage and suitability of the Property and in the event such valuation reveals that the forced sale value of the Property is lower than that at the date hereof, the Bank shall ~~have the absolute discretion~~ be entitled to terminate the Facility or to require the Assignor within fourteen (14) days from the date of the notice from the Bank to charge, pledge, mortgage or deposit with the Bank the Assignor's stocks and shares, assets, moveable property and/or the issue document of title, if any, or all immovable properties vested in the Assignor of such value as the Bank may from time whether in cash or otherwise to time require or for such tenure as the Bank so requires by way of further and additional security for the repayment of the total amount owing for the time being under this Assignment.
- (xiv) That the Assignor observing and complying with all the terms and conditions of this Assignment and by punctually paying the Indebtedness to the Bank in the amount and at the times provided in the Loan Agreement and the Letter of Offer and the Facility is not recalled by the Bank for whatever reasons, the Assignor shall hold the Property free from any interference from the Bank.
- (xv) In addition to and not in derogation of the agreements and stipulations implied, the obligations imposed and the rights created by law, custom and this Assignment, the Assignor expressly agrees covenants and undertakes where applicable the following:-
- (a) during the term of this security the Assignor will continue to maintain and cultivate the Property in a proper and workmanlike manner and follow the methods of good husbandry and until the security herein created be fully satisfied and discharged the Bank shall at all reasonable times be at liberty to enter upon the Property to view and inspect the state of maintenance or cultivation;
- (b) the Bank shall be at liberty to employ a visiting agent or agents or any other person or persons as may be authorized by the Bank from time to time with reasonable notice given to the Assignor to enter into and inspect the Property and

into any building or structure now or at any time hereafter erected thereon and may have access to any fixture thereon and to view and inspect the condition of repair thereof and to make a report thereon ~~at the costs and expenses of the Assignor~~ Provided However that if the Bank should enter and repair the same it shall not be liable as a chargee in possession;

- (c) during the term of this security the Assignor will keep the Property clean, weeded and free from lallang and other undergrowth, in default whereof it shall be lawful for but not obligatory upon the Bank to employ labourers, or workmen, for the purpose of keeping the Property clean weeded and free from lallang and other undergrowth PROVIDED ALWAYS that nothing in this Section contained and no act of the Bank, its servants or agents done, in pursuant of the provisions of this Section shall render the Bank liable as a chargee in possession.

ARTICLE VI

INSURANCE

Section 6.01

Insurance In Joint Names

- (a) The Assignor during the terms of the Loan Agreement, this Assignment and/or the Security Documents, shall always keep insured the Property and the building fixture or structure and all effects whatsoever now or at any time hereafter erected thereon or affixed to the Property properly insured against loss or damage by fire, explosion, lightning, tempest, flood, riot, civil commotion, strike, malicious acts and against such other risks as the Bank may from time to time require or think expedient up to the full insurable value thereof to the satisfaction of the Bank in the joint names of the Assignor and the Bank with an insurance company as may from time to time be acceptable to the Bank and keep the same so insured throughout the duration of this Assignment to the satisfaction of the Bank. The Assignor shall cause the interest of the Bank as an assignee and loss payee to be indorsed on the Insurance Policies so taken up and shall from time to time pay the premium thereon and deliver the receipts for the same to the Bank. The Assignor will deposit the policy or policies of such insurance with the Bank as the assignee. The Bank may at any time require the Assignor to increase the amount insured.
- (b) In addition to and not in derogation of the agreements and stipulations implied and the obligations imposed and the rights created by law custom and this Assignment, the Assignor will if so required by the Bank at the cost and expense of the Assignor insure and keep insured the whole of the Property and effects included in this Assignment and/or any part thereof including any crops or plants thereon of an insurable nature against loss or damage by fire and such other risks and contingencies of whatsoever nature for such amount in such names and with such insurers and through such agencies as the Bank may from time to time stipulate.

- (c) The Assignor hereby authorises and the Bank may at its ~~sole~~ discretion decide and by notice in writing, to debit all expenses pertaining to the payment of any or all insurance premium and such sums debited shall form part of the Monies Hereby Secured.
- (d) The Assignor shall not permit or suffer to be used any fixture or structure on the Property other than for the purpose for which the same has been built nor to store or bring upon the Property any articles of a specially combustible, inflammable, dangerous or illegal nature or suffer to be done anything by reason whereof the policy of insurance referred herein may be rendered void or voidable.

Section 6.02 **Life Policy Or Mortgage Insurance Policy**

The Bank may from time to time and at any time hereafter require the Assignor to take up and maintain a life assurance policy or a mortgage decreasing term policy any other policy guaranteeing the repayment of the Monies Hereby Secured or any part thereof whether absolutely or on the happening of a contingency and to assign the said policy and all benefits and advantages thereunder to the Bank as further security for the Monies Hereby Secured and in default by the Assignor of the taking up and maintaining of such policy and assigning the same as and when required, the Bank may in its discretion take up and maintain such policy guaranteeing the repayment of the Monies Hereby Secured or any part thereof on such terms as the Bank may think fit, and all costs and expenses incurred by the Bank in taking out and maintaining the said policy shall become payable by the Assignor to the Bank with interests thereon at the Prescribed Rate and default rate and until payment shall be assigned on the Property.

Section 6.03 **Restriction Against Additional Insurance / Conflicting Insurance**

The Assignor shall not, except at the request of or with the consent in writing of the Bank, effect or keep on foot any insurance against any risks in respect of the Property, the building fixtures structures property and effects, which the Bank or the Assignor has effected or has kept on foot such insurance as aforesaid.

Section 6.04 **Terms And Form Of Insurance**

Insurance policies taken out or effected under this Assignment shall be generally in form and upon terms acceptable to the Bank and, without limitation, shall be subject to the following:-

- (i) All insurance shall be taken out in the name of the Assignor and shall be expressly and specifically assigned to and for the benefit of the Bank.
- (ii) The Assignor shall place or cause to be placed insurance policies in companies approved and nominated by the Bank. All Insurance Policies shall be valued policies and shall provide that they are payable in Ringgit Malaysia. Such policies shall provide that the cancellation of such policy cannot be effected without prior written consent of the Bank.

Section 6.05 **Assignment Of Insurance**

The Assignor hereby assigns to the Bank absolutely all the Assignor's rights, title and interest in, to and under all Insurance Policies including all proceeds and all the benefits thereof and all claims of whatsoever nature thereunder and the rights under such Insurance Policies.

Section 6.06 **Evidence Of Insurance**

On the date of execution of this Assignment or at such later date as the Bank may require, the Assignor shall furnish the Bank with the originals of all Insurance Policies assigned hereunder and certified copies of cover notes or other written evidence satisfactory to the Bank showing that the required insurance of each type has been placed. No change shall be made in any Insurance Policy without the Bank's prior written consent. The Assignor shall promptly furnish the Bank with the duplicate of all policies assigned hereunder, cover notes and certificates and renewals thereof.

Section 6.07 **Bank's Right To Collect Proceeds And Insure**

The Bank is hereby authorised but not required, in its own name or in the name of the Assignor to demand, collect, give receipts for and prosecute all necessary actions in the courts to recover any and all insurance moneys that may become due and payable under the Insurance Policies. If the Assignor at any time fails to comply with the provisions stated in Sections 6.01 and/or 6.02 hereto or fails to pay or cause to be paid when due any insurance premiums, calls or other costs related to obtaining or maintaining the insurance required hereunder or fails to obtain any required insurance or to deliver to the Bank all policies, certificates, contracts of insurance and cover notes and all renewals thereof as required by the provisions of this Assignment, the Bank may, but is not required to, procure such insurance or pay unpaid premiums, or both, and other costs. All expenditure incurred thereby shall be for the account of the Assignor and shall be deemed to be and form part of the Indebtedness and until reimbursed, such sum shall carry interest at the Prescribed Rate, and where relevant, default rate or at such other rates as may be determined by the Bank from time to time from the date of payment by the Bank. All interest payable hereunder shall be calculated and charged in accordance with the provisions of the Loan Agreement.

Section 6.08 **Compliance With Insurance Terms**

The Assignor shall not do any act, allow or permit any act to be done (whether by omission or commission), whereby the Insurance Policies may become void or voidable, or may become a ground of repudiation by the insurers or allow the Property to be used in any manner not permitted under the Insurance Policies.

Section 6.09 **Application Of Insurance Moneys**

The Bank may require any moneys received on any insurance relating to the Property whether effected by the Bank or by the Assignor to be applied in or towards making good the loss or damage in respect of which the moneys are received or receivable or in or towards the discharge of the Monies Hereby Secured or any other monies secured hereunder or if no moneys are for the time being owing by the Assignor and/or any Security Party to the Bank, to be paid into a cash collateral account to be opened by the Assignor and to be maintained with the Bank or any financial institutions as stipulated by the Bank and the Assignor shall hold any moneys received on such insurance in trust for the Bank and the Bank may receive and give a good discharge for any such moneys.

Section 6.10 **Worker's Compensation**

The Assignor shall ensure that the Borrower take out and maintain for such amount and with such insurance company as shall be approved by the Bank a policy of insurance in respect of Workmen's Compensation for all employees of the Borrower or alternatively comply with any law for the time being relating to the establishment of social security schemes or benefits for employees.

ARTICLE VII

GOVERNMENT ACQUISITION

Section 7.01 **Government Acquisition**

In the event that the Property or any part thereof shall at any time become the subject matter of or be included in any notice notification or declaration concerning or relating to acquisition by government or any governmental authority or any enquiry or proceedings in

respect thereof or if any government or governmental authority shall condemn, nationalise, seize or otherwise expropriate all or any substantial part of the Property or other assets of the Assignor or shall have assumed custody or control of the Property or other assets or of the business or operations of the Assignor or shall have taken any action for the bankruptcy or winding-up of the Assignor or any action that would prevent the Assignor or its officers from carrying on the operations of the Assignor, the Assignor shall forthwith inform the Bank of the same and shall forward to the Bank a copy or copies of any such notice notification or declaration as soon as the same shall be delivered to or served on the Assignor.

Section 7.02 **Power To Engage Advisers**

The Bank shall be entitled to engage such advisers and agents (including solicitors and valuers) as it may think fit for the purpose of appearing or attending at or advising upon any enquiry or proceedings affecting concerning or relating to any such acquisition, expropriation or any of the matters referred to in Section 7.01 hereof at the expense of the Assignor.

Section 7.03 **Application Of Compensation Moneys**

All moneys received as or by way of compensation in respect of any of the matters referred to in Section 7.01 hereof shall be applied in or towards the discharge or repayment of the Indebtedness and any money or liability secured by this Assignment and the Assignor shall, and hereby declares that it will hold all such moneys if paid to and received by it hereunder in trust for the Bank and the Assignor agrees and confirms that the Bank may receive and give a good discharge for all such moneys.

In the event of all such moneys as aforesaid being less than the amount due to the Bank herein including interest and all other moneys and charges due and payable by the Assignor to the Bank, the Assignor shall forthwith pay to the Bank the difference between the amount due and the amount so received and until such payment shall also pay interests on such balance at the Prescribed Rate and the default interest with such rests or at such other rates as the Bank may stipulate and the Bank's decision shall be final and conclusive ~~and shall not be questioned on any account whatsoever.~~

ARTICLE VIII

REMEDIES

Section 8.01 **Powers Upon Default**

In addition and without prejudice to the rights of the Bank as provided herein and in the Letter of Offer and the Loan Agreement, the Assignor hereby declares and confirms that the Facility may be terminated and the Monies Hereby Secured covenanted to be paid or intended to be secured hereunder shall become due and immediately payable, whether formally demanded or not, upon the happening of any of the events stated in the Letter of Offer, the Loan Agreement and this Assignment. The Bank shall then forthwith become entitled to recover all sums owing under any loan or other account together with interest thereon at the Prescribed Rate plus default interest and such other additional interests as the Bank may determine, both before and after judgment and to exercise the rights and powers upon default as herein provided and in the Letter of Offer and the Loan Agreement and by law provided without any notice to or concurrence on the part of the Assignor and the Borrower.

Upon the happening of an Event of Default and as declared by the Bank, the Bank shall have the right and shall be entitled but shall not be bound to exercise all or any of the following rights and powers:-

- (i) by notice in writing terminate summarily the licence granted to the Assignor and the right to enter upon and take possession of the Property or any part or portion thereof without being liable as a chargee in possession and to deal with all the rights and interests of the Bank in relation to the Property in all respect as the person absolutely and beneficially entitled thereto;
- (ii) the right to exercise or enforce all or any of the rights title interest and benefits of the Assignor under the Principal Sale and Purchase Agreement and, where appropriate, the Related Documents in or to the Property;
- (iii) the right to let lease or demise the Property or any part or portion thereof for such tenancy or term of years at such rent and generally upon such terms as the Bank in its **absolute** discretion shall think fit PROVIDED ALWAYS that the Bank may without prejudice to the right aforesaid continue to let lease or demise the Property or any part or portion thereof to such occupants as the Bank shall in its **absolute** discretion determine and shall be entitled to collect all rentals or such increased rental as the case may be and other charges thereto notwithstanding any other provision of this Assignment;
- (iv) the right and power to deal with all the rights title interests and benefits of the Bank in relation to the Property or otherwise in all respects in accordance with any appropriate land legislations affecting the Property, Act Ordinance, Enactment, Order or Rule affecting the same or as the case may be to sell, assign or transfer, charge or in any manner whatsoever dispose of or deal in the Property as the absolute unencumbered owner thereof at such price or prices and whether by way of public auction or private treaty with or without advertisement or valuation and in such other manner and upon such terms and conditions as the Bank shall in its **absolute** discretion think fit free from any interest of the Assignor hereunder or otherwise and to apply the proceeds of sale in or towards the satisfaction of all principal and interest and other moneys due or agreed to be payable to the Bank hereunder and all legal costs of and expenses by such sale or sales,

the payment to the relevant authorities of all quit rent, assessment, drainage, rates and other service charges and maintenance fees payable in respect of the Property and all costs expenses dues and fees including the Bank's solicitor's costs on a solicitor and client basis and fees of any valuer or real estate agent and the Bank shall only pay to the Assignor or such other person or party entitled thereto the balance (if any) of the proceeds of such sale or sales after deduction of all such principal sums and interest and other moneys aforesaid and all the costs of and occasioned by such sale or sales and no assignee or purchaser from the Bank shall be concerned to ascertain whether or not any such default has actually arisen so as to entitle the Bank to exercise its powers of sale or assignment;

- (v) the right to sue and institute by way of civil suit or action for the recovery of the Facility interest thereon and all other moneys payable hereunder, whether before first realising the Property or otherwise or concurrently with any of the other rights of and remedies of the Bank herein at law.

AND the Assignor shall and hereby expressly agrees covenants and undertakes to do and execute all acts deeds instruments and things which the Bank may require or stipulate for the purposes of effecting and or completing anything and or any transaction mentioned in this Section or in the Principal Sale and Purchase Agreement and, where appropriate, the Related Documents and in or to the Property.

Section 8.02 **Discharge Of Purchasers**

Upon any sale, charge, lease, disposal or dealing of or in any of the Property and upon any other dealing or transaction under the provisions herein contained, the receipt by the Bank of the purchase money or other moneys of the Property sold or leased or charged or disposed and any other moneys paid to it shall effectually discharge the purchaser or person paying the same therefrom and from being concerned to see to the application or being answerable for the loss or misapplication thereof.

Section 8.03 **Application Of Proceeds**

The amount realised by the Bank pursuant to Section 6.09 herein or Section 7.03 hereof and/or on a sale of the Property under the provisions of this Assignment shall be applied in the manner provided in the Loan Agreement and the Security Documents.

Section 8.04

Deficiency In Proceeds Of Sale / Personal Liability of Assignor

It is hereby expressly agreed and declared between the parties hereto that notwithstanding any other provision herein contained in this Assignment to the contrary, the Assignor shall be liable to the Bank for the difference between the amount due and the actual amount ultimately received by the Bank pursuant to Sections 6.09 and or 7.03 herein and/or upon a sale of the Property in the event that the actual amount ultimately received by the Bank pursuant to Sections 6.09 and or 7.03 herein and or on a sale of the Property under the provisions of this Assignment after deduction and payment from the proceeds so recovered or realised or received of all fees (including but not limited to the Bank's solicitors fees on a solicitor and client basis) dues costs rates taxes and other outgoings on the Property is less than the amount due to the Bank hereunder and under the Facility and notwithstanding whether or not the Bank is the purchaser of the Property at such sale and until such payment will (notwithstanding any foreclosure proceedings taken or sale made by the Bank) also pay interest (both before demand as well as after judgment and irrespective of whether or not the banker and customer relationship exists or has been terminated) on such difference at the Prescribed Rate, and where relevant, default rate up to the date such difference together with all accrued interests thereon is actually received in full by the Bank AND any interest payable hereunder shall be calculated and charged in accordance with the provisions of the Loan Agreement and the Letter of Offer PROVIDED THAT nothing herein contained shall be construed as imposing any obligation (whether at law or in equity) upon the Bank to exhaust its remedy to sell the Property before commencing any separate action or before enforcing any other remedies or exercising any other rights against the Borrower and/or the Assignor or any Security Party AND the Assignor hereby irrevocably and unconditionally agrees and consents to the Bank commencing separate proceedings, enforcing other remedies and exercising any other rights which the Bank may have against the Assignor or the Borrower or any Security Party prior to or simultaneously with and without having exhausted its right to sell or to proceed against the Property or to realise its security hereunder.

Section 8.05

Vacant Possession

When the power of sale pursuant to the provisions of this Assignment becomes exercisable by the Bank, the Assignor hereby declares and agrees that the Assignor will deliver or cause the delivery of vacant possession of the Property to the Bank or any person authorised by it immediately on receiving written demand in that behalf by the Bank.

Section 8.06

Indemnity

In addition and without prejudice to the powers rights and remedies by these presents conferred, the Assignor shall indemnify the Bank against any loss or expenses (including but not limited to legal expenses on a solicitor and client basis) which the Bank may sustain or incur as a consequence of any default in payment by the Assignor of any such sum due hereunder, including (but not limited to) any interest or fees paid or payable on account of, or in respect of, any funds

borrowed or deposits from third parties in order to maintain the amount in default or in liquidating or re-employing such funds or deposits.

Section 8.07 **Damages For Late Payment**

In addition and without prejudice to the powers rights and remedies by these present conferred, if the Borrower and/or the Assignor and/or any Security Party shall default in the payment on due date of any moneys payable hereunder or under the Loan Agreement or any of the Security Documents, the Assignor shall pay to the Bank for the account of the Bank damages by way of additional interest on the overdue sum for the period beginning on the due date and ending on the date of its actual receipt by the Bank (both before demand as well as after judgment and irrespective of whether or not the banker and customer relationship exists or has been terminated) at the Default Rate. Any interest payable under this shall be calculated and charged in accordance with the provisions of the Loan Agreement and until receipt in full by the Bank shall be a sum secured hereunder.

Section 8.08 **Involuntary Loss**

The Bank shall not be answerable for any involuntary loss happening in or about the exercise or execution of any power conferred on the Bank by this Assignment or by statute. In or about the exercise or execution of any power conferred on the Bank by this Assignment or by law, the Bank shall not be liable to the Assignor for any loss or damages incurred or alleged to be incurred by the Assignor provided the Bank has acted in good faith. ~~Without derogating from the generality of the foregoing, the Bank shall not be under any duty of care whatever to the Assignor and in particular, shall not be obliged to obtain the true or best market value of the Property.~~

Section 8.09 **Concurrent Proceedings**

Notwithstanding any provision hereof, it is hereby expressly agreed that upon default or breach by the Borrower and/or the Assignor or any Security Party of any term, covenant, stipulation and/or undertaking provided in the Loan Agreement, the Letter of Offer and/or this Assignment and on the part of the Borrower and/or the Assignor or any Security Party to be observed and performed, the Bank shall thereafter have the right to exercise all or any of the remedies available to the Bank whether under this Assignment or the Loan Agreement or any of the Security Documents or by statute or otherwise and shall be entitled to exercise such remedies concurrently, including pursuing all remedies of sale or possession pursuant to the Loan Agreement and/or this Assignment and/or the Security Documents and civil suit to recover all moneys due and owing to the Bank by the Borrower PROVIDED THAT nothing herein contained shall be construed as imposing any obligation (whether at law or in equity) upon the Bank to exhaust its remedy to sell the Property before commencing any separate action or before enforcing any other remedies or exercising any other rights against the Assignor and/or the Borrower and/or any other Security Party AND the

Assignor hereby irrevocably and unconditionally agrees and consents to the Bank commencing separate proceedings, enforcing other remedies and exercising any other rights which the Bank may have against the Assignor and/or the Borrower and/or any other Security Party simultaneously or consecutively in any order as the Bank deems fit with or without having exhausted its right to sell or to proceed against the said Property or to realise its security hereunder.

Section 8.10 **Enforcement Of This Assignment**

This Assignment is in addition to and not in substitution of any other rights or securities which the Bank may have from or against the Assignor and/or any other Security Party or any other person and may be enforced in accordance with the terms hereof without first having recourse to any of such other rights or securities and without taking any steps or proceedings against the Assignor and/or any other Security Party or other person as aforesaid. The remedies provided herein are cumulative and are not exclusive of any other remedies provided by law.

Section 8.11 **Enquiry By Third Parties**

No person dealing with the Bank or its attorneys or agents shall be concerned to enquire whether the security hereby constituted has become enforceable or whether the power exercised or purported to be exercised has become exercisable or whether any moneys remain due upon the security of this Assignment or to see to the application of any money paid to the Bank or its attorneys or agents and in the absence of fraud on the part of such person such dealing shall be deemed so far as regards the safety and protection of such person to be within the powers hereby conferred and to be valid and effectual accordingly and the remedy of the Assignor in respect of any irregularity or impropriety whatsoever in the exercise of such power shall be in damages only.

ARTICLE IX

MISCELLANEOUS

Section 9.01 **Validity Of Assignment**

This Assignment shall remain in full force and effect until and unless the Transfer and the Charge referred to herein and in the Loan Agreement are duly registered against the separate issue document of title or the separate strata title to the Property or the whole of the Moneys Hereby Secured by the Property together with interest thereon and all the other moneys payable to the Bank hereunder and under the Loan Agreement, the Assignment and the Security Documents are paid in full, whichever first happens.

Section 9.02

Time And Waiver

Time shall be of the essence of this Assignment but no failure or delay on the part of the Bank in exercising nor any omission to exercise any right, power, privilege or remedy accruing to the Bank upon any default on the part of the Assignor shall affect or impair any such right, power, privilege or remedy or be construed as a waiver thereof or an acquiescence to such default; nor shall any waiver or action of the Bank in respect of any default or acquiescence in any such default, affect or impair any right, power, privilege or remedy of the Bank in respect of any other or subsequent default.

Section 9.03

Changes In The Constitution Of The Bank Or Assignor

- (i) This Assignment shall remain in full force and effect notwithstanding any change in the constitution of the Assignor and/or the Borrower.
- (ii) This Assignment shall continue to bind the Assignor notwithstanding any amalgamation or merger that may be effected by the Bank with any other company or companies and notwithstanding any reconstruction by the Bank involving the formation of and transfer of the whole or any part of its undertaking and assets to a new company and notwithstanding the sale and transfer of the whole or any part of the undertaking and assets of the Bank to another company, whether the company or companies with which the Bank may amalgamate or merge or the company to which the Bank may transfer the whole or any part of its undertaking and assets either on a reconstruction or sale or transfer as stated above shall or shall not differ from the Bank in their or its objects, character or constitution, it being the intent of the Assignor and/or the Borrower that this Assignment shall remain valid and effectual in all respects in favour of, against and with reference to, and that the benefit of this Assignment and all rights conferred upon the Bank by this Assignment may be assigned to and enforced by, any such company or companies and proceeded on in the same manner to all intents and purposes as if such company or companies had been named in this Assignment instead of and/or in addition to the Bank.
- (iii) The security, liabilities and/or obligations created by this Assignment shall continue to be valid and binding for all purposes whatsoever notwithstanding, in the case of the Assignor being an individual, the Assignor's death, bankruptcy, mental incapacity, or in the case of the Assignor being a firm, by reason of a change in the membership of a firm (whether by death, resignation, admission of new partners or otherwise), or in the case of the Assignor being a corporation, the Assignor's change in name or style or by amalgamation, liquidation, reconstruction or otherwise howsoever in the constitution of the Assignor and it is expressly declared that no change of any sort whatsoever in relation to or affecting the Assignor or the Bank shall in any way affect the security, liabilities and/or obligations created hereunder in relation to any transaction whatsoever whether past, present or future.

Section 9.04 **Successors Bound**

This Assignment shall be binding upon the heirs, estate, personal and/or legal representatives, successors-in-title and permitted assigns of the Assignor and on the successors-in-title and assigns of the Bank.

Section 9.05 **Assignment Or Transfer Of Security**

- (i) The Bank shall be at liberty at any time ~~with or without the concurrence of and with or without notice~~ by notice in writing to the Assignor and/or the Borrower transfer, sell, participate in secondary debt markets or assign all or any part of the Assignor's rights, benefits and obligations under this Assignment and the Loan Agreement and/or the Security Documents and/or securities by assigning to any other person(s) all or any part of the Bank's rights and benefits under this Assignment and the Loan Agreement and/or the Security Documents or any securities to such person or corporation as it deems fit and the Bank may disclose to such potential assignee such information about the Assignor its financial condition and this Assignment.
- (ii) ~~All costs and expenses of the Bank and the assignee of/transferee of and incidental to such assignment/transfer shall be payable by the Assignor and/or the Borrower and upon~~ Upon such assignment or transfer the assignee or transferee shall assume and be entitled to the rights interest and obligations of the Bank comprised in this Assignment and the Loan Agreement and/or the Security Documents as if the assignee or transferee had been a party to this Assignment and the Loan Agreement and/or the Security Documents in place of the Bank and any statement or recital in the documents of transfer of the amount then due to the Bank under and by virtue of this Assignment and the Loan Agreement and/or the Security Documents shall be prima facie evidence that such amount is in fact due from the Borrower and shall be conclusive and binding on the Assignor. ~~The Assignor hereby agree and authorize the~~ Bank ~~may to~~ disclose to such potential assignee or transferee such information about the Assignor and his financial condition as shall have been made available to banks generally.
- (iii) The Assignor shall not assign any of its rights or obligations under this Assignment, the Loan Agreement and/or the Security Documents.

Section 9.06

Stamp Duties And Registration Fees

The Assignor shall pay and cause to be paid all stamp duties, registration fees or similar duties and taxes, fees or other charges payable on or incidental to the execution, issue, delivery and registration and enforcement or admissibility in evidence of this Assignment and the Security Documents including the Bank's Solicitors' fees (on a solicitor and client basis) and other documents related thereto (including any penalties for late payment thereof whether attributable by the Assignor) and shall reimburse the Bank for any such duties, fees or other charges paid by the Bank and shall indemnify the Bank against any liability with respect to or resulting from any delay or omission to pay such fees, duties or taxes. The account of the Borrower shall be debited accordingly ~~without notice~~ by notice in writing to the Borrower or the Assignor and all monies if not sooner paid and remaining unpaid shall bear interest thereon at the Prescribed Rate and default rate and shall be a sum secured under this Assignment.

All moneys payable under this Assignment and/or the Security Documents and all moneys which shall be required to be recovered by process of law, or if any moneys payable hereunder shall be placed in the hands of Solicitors for collection, the Assignor and/or the Security Party shall pay the Bank's Solicitors' fees (on a solicitor and client basis) and any other fees and expenses incurred in respect of such collection and the Assignor and/or Borrower shall reimburse the Bank for all such moneys paid by the Bank. The account of the Borrower shall be debited accordingly ~~without notice~~ by notice in writing to the Borrower and/or the Security Party and all such moneys if not sooner paid and remaining unpaid shall bear interest thereon at the Prescribed Rate or such other rates and shall be a sum secured under this Assignment and/or the Security Documents and the Loan Agreement.

Section 9.07

Costs

Notwithstanding that the Facility may be cancelled or aborted for any reason whatsoever, the Assignor shall be liable to pay all costs fees and expenses whatsoever (including other similar duties and any penalties thereon) on a full indemnity basis in connection with or incidental to this Assignment including the Bank's solicitors' fees (on a solicitor and client basis) and stamp duty in connection with the preparation and execution of this Assignment and the Related Documents thereto. If the Monies Hereby Secured or any part thereof or any moneys payable or agreed to be payable under this Assignment, the Loan Agreement and/or the Security Documents shall be required to be recovered through any process of law or any other recovery process as well as contesting of and involvement in any legal proceedings of whatsoever nature by the Bank for the protection of or in connection with any account(s) of the Assignor, or if the said money or any part thereof shall be placed in the hands of solicitors for collection, such amounts of the Monies Hereby Secured, the Bank's Solicitors fees (on a solicitor and client basis) shall be payable by the Assignor on demand on a full indemnity basis, together with interests from the date the costs and expenses are incurred to the date of full payment at such rates as the Bank may prescribe (both before and after judgment). Legal costs and expenses are payable by the Assignor notwithstanding that the Facility may be cancelled/aborted at any time before completion of legal documentation. The Bank shall have the right at any time to debit any of the Borrower's accounts in accordance with this Section and Section 9.22 hereof.

Section 9.08

Expenditure Incurred By The Bank For And On Behalf Of Borrower/Assignor

All moneys expended by the Bank hereunder from time to time for and on behalf of the Borrower and/or the Assignor and for its account shall bear interest thereon at the Prescribed Rate and where relevant, default rate from the date of such payments relating to insurance, quit rent, assessment, rates, taxes, repairs, legal costs and all other outgoings including any expenses incurred by the Bank to visit, inspect or report on the business of the Borrower and/or the Assignor by the Bank's agent and or consultants shall be recoverable from the Assignor and/or the Borrower and shall be repaid on demand. In default of payment, such moneys shall be deemed to form part of the Indebtedness and to be secured hereunder and the accounts of the Borrower shall be debited accordingly.

Section 9.09

Modification And Indulgence

The Bank may at any time and without in any way affecting the security hereby created and the rights, powers and remedies conferred upon the Bank under this Assignment:-

- (i) by notice in writing to the Borrower and/or the Assignor, determine vary or increase the Facility or any credit or other facility granted to the Borrower and may open and/or continue any account or accounts current or otherwise with the Borrower at any branch or branches of the Bank;
- (ii) by notice in writing to the Borrower and/or the Assignor, vary the number and or the amount of the Instalments and/or the payments to be paid by the Borrower;
- (iii) grant to the Borrower and/or the Assignor and/or any Security Party or any other surety or guarantor any time or indulgence or waiver or consent or release;
- (iv) deal with, exchange, release or modify or abstain from perfecting or enforcing any security or other guarantees or rights it may now or at any time hereafter or from time to time have from or against the Assignor and/or the Borrower and/or any Security Party or any other person;
- (v) release or discharge or compound or enter into any deed of composition with the Assignor and/or the Borrower and/or any Security Party or any other person or guarantor;
- (vi) by notice in writing to the Borrower and/or the Assignor, review revise vary or amend any of the terms and conditions of the Operating Overdraft Facility and/or the Non-

Revolving Loan and/or the Revolving Term Loan granted to the Borrower under the Loan Agreement and/or any of the Security Documents pertaining thereto;

- (vii) renew any bills or negotiable securities;
- (viii) at the request of the Borrower and/or the Assignor and/or the Security Party accept payment of any monies due or becoming due hereunder and under the Loan Agreement by such increased or reduced instalments as may be agreed or agree to suspend payments in reduction of principal or give such further time for payment or grant such indulgences as may be agreed;
- (ix) have recourse to all or any remedies or means for receiving the Monies Hereby Secured which may be available for such purpose at such time and in such order and manner as the Bank may think fit;
- (x) enter into any arrangement or deed of composition with the Borrower and/or the Assignor and/or any Security Party or accept any composition modifying the Bank's rights and remedies under this Assignment, the Loan Agreement and/or the Security Documents.

Section 9.10 **Defects In Borrowing Powers**

Where any moneys are owing and secured by this Assignment, they shall be deemed to be so owing and so secured notwithstanding any defect informality or insufficiency in the borrowing or other powers of the Assignor and/or the Borrower and/or any Security Party or in the exercise thereof which might have been a defence as between the Assignor and/or the Borrower and/or such Security Party and the Bank.

Section 9.11 **Suspense Account And Proof Of Debt**

Any monies received hereunder may be placed and kept to the credit of a non-interest bearing suspense account for so long as the Bank thinks fit without any obligation in the meantime to apply the same or any part thereof in or towards discharge of any monies or liabilities due or incurred by the Borrower and/or the Assignor to the Bank. Notwithstanding any such payment, in the event of proceedings in or analogous to bankruptcy, insolvency, liquidation, composition or arrangement of the Borrower and/or the Assignor, the Bank may prove for and agree to accept any dividend or composition in respect of the whole or any part of such money and liability against the Borrower and/or the Assignor on such general balance in the same manner as if this security had not been created and no monies or dividends so received by the Bank shall be treated as received in respect of this security but the full amount hereby secured shall be payable by the Assignor or the Borrower until the Bank shall have received from all

sources one hundred sen in the Ringgit on the ultimate balance outstanding against the Assignor and/or the Borrower. After the Bank has received such ultimate balance in full any claim on the part of the Borrower and/or the Assignor to any excess or any securities remaining with the Bank shall be a matter of adjustment between the Bank and the Assignor and/or any other person or persons claim thereto.

Section 9.12

Consolidation And Combination Of Accounts

- (i) Any provision under any law which has the effect of restricting the right of consolidation shall not apply to this security.
- (ii) It is hereby expressly agreed and declared that unless the Bank otherwise agrees, the Assignor shall not be entitled to redeem or require the release or discharge of any security given by the Assignor to the Bank and whether given now or hereafter except on payment by the Assignor and/or the Borrower of not only all moneys referred to herein but also all moneys whatsoever and howsoever owing or payable or due from the Assignor and/or the Borrower to the Bank under any other account whether as an assignor, guarantor, assignor or howsoever or otherwise with the Bank, and without prejudice to the generality of the foregoing, it is hereby expressly agreed and declared that unless the Bank otherwise agrees in writing this Assignment created herein shall not be discharged except on payment:-
 - (a) of all the Borrower's Indebtedness and the Monies Hereby Secured due and payable by the Assignor; and
 - (b) of all other moneys due and owing to the Bank by the Assignor and/or the Borrower under any account with the Bank whether or not and howsoever secured; and
 - (c) of all moneys secured by any other security created by the Assignor or by any person through whom the Assignor claims in favour of or vested in the Bank.
- (iii) The Bank shall be entitled ~~(but shall not be obliged) and further reserves the right at any time at its absolute discretion and without to give~~ notice in writing to the Assignor or the Borrower to combine or consolidate or merge all or any of its accounts and liabilities with and to the Bank anywhere whether in or outside Malaysia whether singly or jointly with others or any other person with any liabilities and obligations owed or incurred by the Borrower and/or the Assignor to the Bank and may transfer or set-off any sums in credit in such accounts in or towards satisfaction of monies obligations or any of the Assignor's and/or the Borrower's liabilities due and payable to the Bank, whether actual or contingent, primary or collateral notwithstanding that the credit balances on such accounts and the liabilities on any other accounts may not be expressed in the same currency and the Bank is hereby authorised to effect any necessary conversions at the

Bank's own rate of exchange then prevailing. ~~The Bank shall not be liable for any loss or damage arising from the operation of this sub-section.~~

Section 9.13 **Further Charge**

If the Assignor shall execute or create any further or subsequent assignment charge mortgage or encumbrance over the Property or any part thereof in favour of any other corporation person or persons of which the Bank shall receive notice either actual or constructive, the Bank may on receiving such notice forthwith open a new or separate account with the Assignor in its books and if the Bank does not in fact open such new or separate account the Bank shall nevertheless be deemed to have done so at the time when the Bank received or was deemed to have received such notice and as from and after the time of notice all payments in account made by the Assignor to the Bank shall (notwithstanding any legal or equitable rule of presumption to the contrary) be placed or deemed to have been placed to the credit of the new or separate account so opened or deemed to have been opened as aforesaid and shall not go in reduction of the amount due by the Assignor to the Bank at the time of notice. PROVIDED ALWAYS that nothing in this Section contained shall prejudice the security which the Bank otherwise would have had hereunder for the payment of the moneys costs charges and expenses herein this Assignment referred to notwithstanding that the same may become due and owing or be incurred after the time of notice.

Section 9.14 **No Obligation To Make Advances**

Nothing contained herein shall be deemed to render it obligatory upon the Bank either at law or in equity to make or continue to make any advances or to afford any other accommodation or facilities whatsoever to the Borrower if the Bank in its ~~absolute~~ discretion deems it inadvisable so to do without assigning any reason therefor.

Section 9.15 **Interchange Or Substitution Of Facility**

The Bank may upon settlement of any of the Facility or any part thereof or at any time in its ~~absolute~~ discretion and without affecting the security hereby created at the request of the Assignor and the Borrower grant further facilities, vary, interchange or substitute any of the Facility granted with other banking facilities to be granted to the Borrower and this Assignment shall secure such further or interchanged or substituted facilities. The Bank retains the right to allocate a new account number or to transfer and/or consolidate the existing accounts of the Borrower with the Bank to a new account upon such variation, interchange or substitution without affecting the Bank's rights under this Agreement or any of the Security Documents.

Section 9.16 **Right Of Set-Off**

The Assignor hereby agrees that the Bank may at any time ~~without notice- by notice in writing~~ after an event of default or in making demand notwithstanding any settlement of account or

other matter whatsoever combine or consolidate all or any of the then existing accounts of the Borrower including accounts in the name of the Bank or of the Borrower jointly with others (whether current deposit loan or of any other nature whatsoever whether subject to notice or not and whether in Ringgit or in any other currency) wheresoever situate and set-off or transfer any sum standing to the credit of any one or more such accounts in or towards satisfaction of any monies obligations and liabilities of the Borrower to the Bank whether such liabilities be present future actual contingent primary collateral several or joint. Where such combination set-off or transfer requires the conversion of one currency into another such conversion shall be calculated at the then prevailing spot rate of exchange of the Bank (as conclusively determined by the Bank) for purchasing the currency for which the Borrower is liable with the existing currency so converted.

Section 9.17 **Section 62 Of BAFIA**

The consent of the Bank to this Assignment including the consent of the Bank to make, or continuing to make available the Facility is conditional upon, and subject at all times to, the representation of the Assignor and/or the Borrower that the restrictions contained in Section 62 of BAFIA are not applicable. If at any time during the currency of this Assignment the Bank discovers that there had been an infringement of the Section, or that the continued performance of this Assignment will be in violation of the Section, the Bank is entitled forthwith to demand repayment of the Borrower's Indebtedness and exercise all its rights as assignee.

Section 9.18 **Cessation Of Relationship**

The cessation of the relationship of banker and customer between the Bank and the Borrower howsoever brought about including the recall of the Facility by the Bank, the demise of the Borrower and/or the Assignor, or the closure of account shall not in any manner affect the right of the Bank to capitalise interest which is payable on any outstanding balance.

Section 9.19 **Instruments Bearing Higher Interest**

When the payment of any monies hereby secured or intended so to be shall be further secured to the Bank by any bill of exchange promissory note draft trust receipt or other instrument reserving a higher rate of interest to be paid in respect thereof than that in the Loan Agreement and the Security Documents or hereinbefore covenanted to be paid such higher rate of interest shall be payable in respect of such monies and nothing contained in or to be implied from this Assignment shall affect the right of the Bank to enforce and recover payment of such higher rate of interest or, as the case may be, the difference between such higher rate and the rate which shall have been paid under the Loan Agreement and/or the Security Documents or hereunder.

Section 9.20 **Lien And Other Securities Not Affected**

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

Section 9.21 **Statement Of Account / Certificate Of Indebtedness**

It is hereby agreed that any admission or acknowledgement in writing by the Borrower, or by any person authorised on his behalf or a judgment (by default or otherwise obtained against any of them) or a statement of account in writing showing the Indebtedness of the Borrower under the Loan Agreement and the terms herein which is signed by the Manager, Assistant Manager, Accountant or any duly authorised officer or agent of the Bank or computer generated notice from the Bank which do not require signatures issued by the Bank as to the amount of such balances and liabilities incurred or due to the Bank by the Borrower or as to the rate of interest or amount of interest payable shall be binding and conclusive evidence against the Assignor for whatever purpose including as being conclusive proof of the Borrower's Indebtedness in a court of law.

Section 9.22 **All Payments Received To Be Payment In Gross**

All moneys received by the Bank ~~from any person or estate~~ capable of being applied in reduction of the Borrower's ~~Indebtedness~~ moneys covenanted to be paid herein shall be regarded for ~~all purposes~~ as payments in gross and if an adjudicating or receiving order shall be made against any person liable to the Bank or any order be made or an effective resolution be passed for the winding-up of any company liable to the Bank, the Bank may prove for the whole of the moneys then owing and no money received under such proof shall be considered as having been received and the full amount owing shall be payable until the Bank has received from all sources one hundred cents in the Ringgit Malaysia ~~and if~~ If the amount ultimately received by the Bank exceeds the amount of the ultimate balance owing to the Bank the excess only over such ultimate balance shall be repaid to the person or party on whose account the same shall have been received by the Bank.

Section 9.23

Payment Provisions(i) **Place of Payment**

All payments to be made hereunder and under the Security Documents by the Borrower and/or the Assignor shall be made by the Assignor in Ringgit Malaysia in immediately available funds on the due date or dates to the Bank at the place of business herein stated or at Ground and Mezzanine Floors, Menara Boustead, No. 69, Jalan Raja Chulan, 50200 Kuala Lumpur or at any other address in Malaysia which the Bank may specify in writing from time to time save and except for Facility(ies) in foreign currency in which case the payments may be made in the currency in which the Facility(ies) were provided, subject to the compliance of any foreign exchange laws and regulations to which the Bank and the Borrower and/or the Assignor are subject.

(ii) **Business Day**

If any sum becomes due for payment under or pursuant to this Assignment or any of the Security Documents on a day which is not a Business Day such payment shall be made on the next succeeding Business Day unless such next succeeding Business Day falls in another calendar month in which event such payment shall be made on the Business Day preceding the due date.

(iii) **Debit**

The Bank is hereby authorised at any time ~~without notice~~ by notice in writing to the Assignor and/or the Borrower to debit any of the Borrower's account with the Bank in respect of interest, commission, charges, fees, normal bank charges and all other monies due and payable hereunder as well as debit the recovery fees and other amounts and sums of money payable by the Assignor and/or the Borrower. No such debiting shall be deemed to be a payment of the amount due (except to the extent of any amount available in any of the Borrower's current account) or a waiver of any event of default under any agreement relating to the Facility. If such debiting causes any of the Borrower's account to be overdrawn, interest shall be charged accordingly.

Section 9.24

Taxes And Withholdings(i) **Payments to be free and clear**

All sums payable by the Assignor and/or the Borrower and/or any Security Party under this Assignment and the Security Documents shall be paid (a) free of any restriction or condition; (b) free and clear of and (except to the extent required by law) without any deduction or withholding on account of any tax, and (c) without deduction or withholding

(except to the extent required by law) on account of any bank charges or commission or any other charges or deductions or any other amount, whether by way of set-off or counterclaim or otherwise.

(ii) **Grossing-up of Payment**

If (a) the Assignor and/or the Borrower or any other person is required by law to make any deduction or withholding on account of any such tax or any other amount from any sum paid or payable by the Assignor and/or the Borrower and/or any Security Party to the Bank under this Assignment and the Security Documents or (b) the Bank (or any person on its behalf) or any Security Party is required by law to make any deduction or withholding from (except on account of tax on the overall net income of the Bank) any payment or calculated by reference to the amount of any sum received or receivable by the Bank under this Assignment and the Security Documents, the Assignor and/or the Borrower shall notify the Bank of any such requirement or any change in any such requirement as soon as the Assignor and/or the Borrower becomes aware of it and shall:-

- (a) by giving the Bank thirty (30) days' prior written notice, be at liberty to prepay the Indebtedness of the Borrower due hereunder and under the Security Documents (including any such tax or other amount) without any penalty together with an amount to be determined by the Bank at its ~~sole and absolute~~ discretion representing any loss incurred by the Bank as a result of or arising from such prepayment and on such prepayment the Facility shall be cancelled;
- (b) pay any such tax or other amount before the date on which penalties attach thereto, such payment to be made (if the liability to pay is imposed on the Assignor and/or any Security Party) for the account of the Borrower and/or the Assignor and/or such Security Party or (if that liability is imposed on the Bank) on behalf of and in the name of the Bank;
- (c) pay such additional sum to the extent necessary to ensure that, after the making of that deduction, withholding or payment the Bank receives on the due date and retains (free from any liability in respect of any such deduction, withholding or payment) a net sum equal to what the Bank would have received and so retained had no such deduction, withholding or payment been required or made; and
- (d) as soon as the Assignor and/or the Borrower and/or the Security Party is required by law to do so, pay over to the relevant taxation or other authorities the full amount of the deduction or withholding which shall have been made by the Assignor and/or the Borrower and/or such Security Party and as soon as possible thereafter furnish to the Bank a copy of the official receipt in respect thereof in the name of the Bank, issued by the relevant taxation or other authorities and such other documentation as the Bank may reasonably require for the purpose of submission to the taxation authorities of the Bank.

(iii) **Continuing Obligations**

Without prejudice to the survival of any other agreement of the Assignor hereunder, the agreements and obligations of the Assignor contained in sub-clauses (i) and (ii) above shall survive the payment in full of principal and interest hereunder and under any instrument delivered hereunder.

Section 9.25 **Currency Indemnity**(i) **Currency of Account**

Save and except for Facility in foreign currency in which case payments may be made in the currency in which the Facility was provided, Ringgit Malaysia is the sole currency of the account and for payment of all sums payable by the Assignor under or in connection with this Assignment and/or the Security Documents, including damages.

(ii) **Recovery in Other Currency**

Any amount received or recovered in a currency other than Ringgit Malaysia (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction, in the dissolution of the Assignor or otherwise) by the Bank in respect of any sum expressed to be due to it from the Assignor under this Assignment and/or the Security Documents shall only constitute a discharge to the Assignor to the extent of the Ringgit Malaysia amount which the Bank is able, in accordance with its usual practice, to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so).

(iii) **Indemnification**

If that Ringgit Malaysia amount is less than the Ringgit Malaysia amount expressed to be due to the Bank under this Assignment and/or the Security Documents, the Assignor shall indemnify the Bank against any loss sustained by it as a result of or arising there from or in connection therewith. In any event, the Assignor shall indemnify the Bank against the cost of making any such purchase.

(iv) **Separate Indemnity**

These indemnities constitute a separate and independent obligation from the other obligations in this Assignment and the Security Documents, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by the Bank and shall remain in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due under this Assignment and, where

appropriate, the Security Documents or any judgment or order. ~~No proof or evidence of any actual loss may be required.~~

Section 9.26

Independent Payment Obligations

It is hereby expressly agreed and declared by the Assignor that each of its obligations to pay or to repay under any of the provisions of this Assignment and/or any of the Security Documents constitute separate and independent obligations, shall give rise to separate and independent causes of action, shall apply irrespective of any waiver or indulgence granted by the Bank in respect of any other obligation, shall remain in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of some other obligation and may be relied upon and enforced by the Bank independently of or simultaneously with or without having to commence any other action under such obligations or under any of the Security Documents or having first exhausted any remedy or having first sold or disposed of any assets, properties or undertaking which may be provided as security to the Bank from time to time.

Section 9.27

Law

This Assignment shall be governed by and construed in accordance with the laws of Malaysia but in enforcing this Assignment, the Bank shall be at liberty to initiate and take action or proceedings or otherwise against the Assignor in Malaysia and/or elsewhere as the Bank may deem fit and the parties hereto hereby agree that where any actions or proceedings are initiated and taken in Malaysia they shall submit to the non-exclusive jurisdiction of the Courts of Malaysia in all matters connected with the obligations and liabilities of the parties hereto under or arising out of this Assignment and the service of any writ or summons or any legal process in respect of any such action or proceeding may be effected on the Assignor by forwarding a copy of the writ or summons statement of claim or other legal process by prepaid registered post (or such other mode as stipulated by law) to its address for the time being. Where served by prepaid registered post such writ or summons or statement of claim or such other legal process shall be deemed to have been served on the Assignor ~~two (2) days~~ second (2nd) business day after the date of posting.

Section 9.28

Changes In Law

Notwithstanding any provision to the contrary herein, in the event that by reason of the enactment of or the making of any change in any applicable law, regulation or regulatory requirement or in the interpretation or application thereof or the making of any request or direction from or requirement of Bank Negara Malaysia or other fiscal or monetary authority (whether or not having the force of law) the Bank shall be of the opinion that it has or will become unlawful or it is otherwise prohibited or prevented for it to maintain or give effect to all or any of its obligations as contemplated by this Assignment and/or any of the Security Documents then, notwithstanding any other provisions herein, the Bank's obligation to advance

the Facility to the Borrower shall forthwith cease and or as the case may be, the Assignor shall on demand forthwith repay the Borrower's Indebtedness in full together with accrued interest thereon and any other amount payable thereunder to the Bank.

Section 9.29 **Condition Of Discharge For Release Of Assignor**

Any settlement or discharge between the Bank and the Assignor shall be conditional upon no security or payment to the Bank by the Assignor and/or any Security Party or any other person being invalidated for any reason whatsoever or being avoided or refused or set aside by virtue of any provision or enactment or laws relating to bankruptcy insolvency or liquidation for the time being or from time to time in force or by virtue of any obligation to give effect to any preference or priority and the Bank shall be entitled to recover the value or amount of any such security or payment from the Assignor subsequently as if such settlement or discharge had not occurred.

Section 9.30 **Release Of Documents**

Subject to Section 5.01(xii), Section 9.12 and Section 9.29 hereto, upon repayment to the Bank of the Monies Hereby Secured and all other moneys payable by the Assignor, the Assignor shall be entitled to obtain the discharge and release of the Property from the Bank at the cost and expense of the Assignor and/or the Borrower. The Bank may in the circumstances stipulate that such discharge and release to be in the form as the Bank may consider appropriate.

Section 9.31 **Counterparts**

This Assignment may be executed in any number of counterparts, all of which taken together and when delivered to the Bank shall constitute one and the same instrument and any of the parties hereto may execute this Assignment by signing on such counterparts.

Section 9.32 **Effective Date**

The parties hereto agree that this Assignment shall come into force on the date as stated in the preamble hereto irrespective of the diverse dates upon which they may have each executed this Assignment respectively.

Section 9.33 **Severability**

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

Section 9.34 **Cumulative Remedies**

The rights remedies powers and privileges provided herein are cumulative and are not exclusive of any rights remedies powers and privileges provided by law.

Section 9.35 **Notices**

- (1) Any notice, demand or document and all other communications with respect to this Assignment may be in writing and shall be delivered personally, or by ordinary post, or prepaid registered post, telex, facsimile or other electronic media to the party's address for service or at the last known address of the parties or such other addresses or facsimile transmission numbers as either party may have notified to the other party in writing.
- (2) All such notices demands and documents shall be in the English language or in the Malay language.
- (3) For proof of posting or despatch of such demand, notice or other documents, it shall be sufficient to show:-
 - (a) in the case of ordinary post or prepaid registered post, that the notice demand or document has been duly addressed and posted; or
 - (b) in the case of facsimile transmission or telex or other electronic media, the notice demand or document was duly transmitted from the despatching terminal as evidenced by a transmission report generated by the despatching terminal.

- (4) All such notice demand or other document to be given under this Assignment and all other communications between the parties with respect to this Assignment shall be deemed to have been received by the addressee at the time stated below, whether or not it is in fact so received or received at all:-
- (a) by hand/personal delivery, at the time of despatch or delivery;
 - (b) by post or prepaid registered post, on the second (2nd) business day after posting;
or
 - (c) by telex, facsimile transmission or other electronic media, at the time of transmission.
- (5) The Assignor agrees that the Bank may, at its ~~sole~~ discretion, record and monitor all oral and written communication with the Borrower and/or the Assignor in such manner and at such times as the Bank deems fit.

Section 9.36

Service Of Legal Process

Without prejudice to any other forms of service allowed in law, any service of legal process which includes any writ, summons, statement of claim and other pleadings as well as other forms of originating process, interlocutory application of whatever nature, affidavits orders and such other documents or any legal process in respect of or arising out of this Assignment which are required to be served under any statutes and the rules made thereunder may be effected on the Assignor by forwarding a copy of writ, summons, statement of claim or other legal process by hand/dispatch or by prepaid registered post to the address herein or to the Assignor's usual or last known address or place of residence or at the last known registered office of the Assignor or at the usual or last known place of business of the Assignor or such other address as may from time to time be notified by the Assignor to the Bank and the same shall be deemed to have been duly served and duly received by the Assignor at the time of delivery or ~~upon the expiry of forty-eight (48) hours~~ on the second (2nd) business day after the time of posting of the same.

Section 9.37

Change In Address

- (i) No change in the address for service howsoever brought about shall be effective or binding on the Bank unless actual notice of such change has been given to the Bank.

- (ii) Any notice of change of address by the Bank may be given by way of advertisement of public notice in any daily newspaper and such notice shall take effect from the date specified in the notice.

Section 9.38 **Set-Off**

If the Property is put up for sale by way of auction pursuant to the provisions herein or any appropriate land legislation or otherwise, the Bank shall be entitled to set-off the monies due by the Assignor to the Bank pursuant to the Loan Agreement and this Assignment against any monies payable to the Bank as the purchaser at such sale in the event of the Bank exercising its rights under this Assignment or any appropriate land legislation or otherwise bid at sub sale.

Section 9.39 **Amendments And Additional Terms**

The terms of this Assignment herein may be varied, amended or additional terms may be added as set out the Second Schedule hereto. In the event of any inconsistency between the provisions of this Assignment and the terms of the Second Schedule hereto the latter shall prevail for the purposes of this Assignment. The terms of this Assignment may also from time to time be varied or amended by an exchange of letters and shall be effective without the necessity of having to enter into any formal instrument or supplemental document and the relevant provisions of this Assignment shall be deemed to have been amended or varied accordingly and shall be read and construed as if such amendments or variations had been incorporated in and had formed part of this instrument at the time of execution hereof. In the event of any inconsistency between the provisions of this Assignment and the terms as varied or amended by the aforesaid exchange of letters or formal or supplemental documents, the latter shall prevail for the purposes of this Assignment.

Section 9.40 **Construction Where Assignor / Security Party Not An Individual Person**

If the name of the Assignor and/or the Security Party hereinbefore inserted is that of a firm or limited company or association or other unincorporated body any of the provisions hereinbefore contained which are primarily and literally applicable to the case of a single and individual person only shall be construed and take effect so as to give the Bank hereunder a security for the monies owing from that firm and every member thereof or from the limited company or corporation or committee or association or other unincorporated body as identical or analogous as may be with or to that which would have been given for the monies owing from a single individual if the Assignor and/or the Security Party had been a single individual and any monies shall be deemed to be so owing and secured by this Assignment, the Loan Agreement and/or the Security Documents notwithstanding any defect informality and/or insufficiency in the powers of the Borrower and/or the Assignor and/or the Security Party to assign or charge the security and/or in the borrowing powers of the Borrower or in the exercise thereof which might be a defence as between the

Borrower and/or the Assignor and/or the Security Party and the Bank. In the case of a limited company or other corporation any reference to bankruptcy shall be deemed to be a reference to liquidation winding-up or other analogous proceedings and the monies owing as aforesaid and hereby secured shall be deemed to include any monies owing in respect of debentures or debenture stock of the limited company or other corporation held by or on behalf of the Bank.

In the case of a firm, this Assignment, the Loan Agreement and/or the Security Documents shall be deemed to be continuing security for all the monies owing on such account as herein mentioned from the persons carrying on business in the name of or in succession to the firm or from any one or more of such persons although by death retirement or admission of parties or other cause the constitution of the firm may have been in part or wholly varied.

Section 9.41 **Disclosure**

The Assignor hereby gives consent to the Bank, its officers and agents and all persons to whom Section 97(1) of BAFIA apply, to disclose any information (including any personal data) relating to the Assignor and the Assignor's account relationship or dealing relationship with the Bank, including but not limited to details of the Facility and this Assignment, any other security taken, transactions undertaken and balances and positions with the Bank to all or any of the following persons (whether in or outside Malaysia):-

- (i) the Bank's head office, branches, representative offices and any of its offices, branches, related corporations, affiliates or associates in Malaysia or overseas (collectively the "Related Parties" and each a "Related Party") for any database or data processing purposes or any other purposes whatsoever, notwithstanding that a Related Party's principal place of business may be outside of Malaysia or that the Assignor's information following disclosure may be collected, held, processed or used by any Related Party in whole or in part outside of Malaysia;
- (ii) any actual or proposed participant or sub-participant in, or assignee or participant in the secondary debt market or novatee of the Bank's rights in relation to the Assignor's accounts;
- (iii) any agent, contractor, professional advisor or third party service provider, which provides services of any kind to the Bank in connection with the operation of its business who is under a duty of confidentiality to the Bank;
- (iv) any financial institution with which the Assignor has or proposes to have dealings;

- (v) the Central Credit Unit, Biro Maklumat Cek, Bank Negara Malaysia or any person to whom the Bank is under an obligation to make disclosure under the requirements of any law binding on the Bank or any of its branches or any other authority which has jurisdiction over the Bank; and
- (v) any Security Party.

Section 9.42

**Bank's Right To Commence Foreclosure And
Legal Proceedings Concurrently**

Notwithstanding any provision hereof, it is hereby expressly agreed that upon default or breach by the Assignor and/or the Borrower and/or any Security Party of any term covenant stipulation and/or undertaking provided in this Assignment, the Loan Agreement and/or the other Security Documents and on the part of the Assignor and/or the Borrower and/or Security Party to be observed and performed, the Bank shall thereafter have the right to exercise all or any of the remedies available whether pursuant to this Assignment and/or the other Security Documents or by statute or otherwise and shall be entitled to exercise such remedies concurrently against the Assignor and/or the Borrower or Security Party including pursuing all remedies of sale or possession pursuant to this Assignment and/or the other Security Documents and civil suit to recover all monies due and owing to the Bank PROVIDED THAT nothing herein contained shall be construed as imposing any obligation (whether at law or in equity) upon the Bank to exhaust its remedy to sell the Property before commencing any separate action or before enforcing any other remedies or exercising any other rights against the Assignor and/or the Borrower or any other Security Party AND the Assignor hereby irrevocably and unconditionally agrees and consents to the Bank commencing separate proceedings, enforcing other remedies and exercising any other rights which the Bank may have against the Assignor and/or the Borrower or any Security Party simultaneously or consecutively in any order as the Bank deems fit with or without having exhausted its right to sell or to proceed against the Property or to realise its security hereunder.

Section 9.43

Cross-Default

Notwithstanding the provision relating to the repayment of monies advanced as hereinbefore provided, the Assignor hereby expressly agrees that if any sums shall be due from the Assignor or the Borrower to the Bank or any subsidiary or related company of the Bank from time to time or at any time or if the Assignor or the Borrower may be or become liable to the Bank or any subsidiary or related company of the Bank anywhere on banking account or any other account current or otherwise in any manner whatsoever or if default is made in any provisions of such accounts or in any other banking facilities granted by the Bank or any subsidiary or related company of the Bank to the Assignor or the Borrower or in any of the provisions herein, then and in such event, the Operating Overdraft Facility and/or the Non-Revolving Loan and/or the Revolving Term Loan (as the case may be) and all advances and interest herein together with all monies payable under such accounts or other facilities aforesaid shall immediately become due and payable and the security herein become immediately enforceable as security for all moneys and liabilities

whatsoever now or hereafter from time to time owing or payable to the Bank or any subsidiary or related company of the Bank by the Assignor and/or the Borrower and/or the Security Party whether alone or jointly and severally with another or others and whether as principal or surety notwithstanding that the Assignor or the Borrower and/or Security Party may at any time or time(s) cease to be indebted to the Bank or any subsidiary or related company of the Bank for any period or periods and notwithstanding that the account(s) of the Assignor or the Borrower and/or Security Party with the Bank or any subsidiary or related company of the Bank may for any cause whatsoever cease to be a current account(s) and notwithstanding any settlement of account(s) or otherwise.

Section 9.43 **Principal Secondary Instruments And Additional Or Collateral Security**

IT IS HEREBY AGREED AND DECLARED THAT this Assignment is intended to be and is executed as an additional security for all principal sums, interest monies and liabilities covenanted or agreed to be paid or payable by the Borrower under or in connection with or arising from the Operating Overdraft Facility and/or the Non-Revolving Loan and/or the Revolving Term Loan and that this Assignment, the Loan Agreement and the other Security Documents are instruments employed in one transaction to secure the maximum aggregate principal amount not exceeding the amount for which the Loan Agreement (and/or as the case may be, any other Security Documents) shall be duly stamped with ad valorem stamp duty from time to time and for the time being, and for the purpose of the Section 4(3) of the Stamp Act 1949, the Loan Agreement and the other Security Documents, if any, on which ad valorem stamp duty shall have been paid and endorsed is deemed to be the **Principal or Primary Instrument** and this Assignment is deemed to be a **Subsidiary or Secondary Instrument**.

THE FIRST SCHEDULE

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

Section 1 Date of this Assignment:

Section 2 Place of business of Bank's branch

Section 3 Particulars of the Assignor(s):-
[i.e. name(s)/description/address(es)]

Section 4 Particulars of the Borrower(s):-
[i.e. name(s)/description/address(es)]

Section 5 Date of Principal Sale and Purchase Agreement:-

Section 6(a)

Particulars of the Developer:-

Section 6(b)

Particulars of the Vendor:-

Section 6(c)

Particulars of the Proprietor/Landowner:-

Section 7

Particulars of the Original/First Purchaser(s):-
[i.e. name(s)/description/address(es)]

Section 8

Particulars of the Land and Master Title:-

Section 9

Particulars of the Property:-

Section 10

Description of Accessory Parcel(s) (if applicable):-

Section 11

The Related Documents:-
[pursuant to Section 1.02]

Section 12

Date of Loan Agreement:-

Section 13

Principal Amount – Operating Overdraft Facility/
Non-Revolving Loan/
Revolving Term Loan:-

Section 14

The Security Documents:-

THE SECOND SCHEDULE

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

ADDITIONAL TERMS AND CONDITIONS

As per the Letter of Offer dated the day of and all other supplemental Letter(s) of Offer issued by the Bank from time to time.

Additional Representations And Warranties

Additional Conditions Precedent

Additional Covenants

Additional Events of Default

--

IN WITNESS WHEREOF the parties hereto have hereunto set their hands/affixed the Common Seal the day and year first abovewritten.

SIGNED SEALED AND DELIVERED)
for and on behalf)
of the **BANK** by its Attorney)
in the presence of:-)
)
)
)
)
)

THE BANK OF NOVA SCOTIA BERHAD
(Company No. 308035-U)
by its Attorney:-

SIGNED SEALED AND DELIVERED)
by the **ASSIGNOR(S)**)
in the presence of:-)
)
)
)

The Common Seal of the)
ASSIGNOR is hereunto)
affixed the day of)
)
)
)
)
)

UNDERTAKING BY DEVELOPER/VENDOR

To:

THE BANK OF NOVA SCOTIA BERHAD (Company No. 308035-U)

Ground and Mezzanine Floors
Menara Boustead
No. 69 Jalan Raja Chulan
50200 Kuala Lumpur.

We, _____ a company incorporated in Malaysia and having our registered office at _____ and our principal place of business at _____ hereby:-

- (1) confirm that the Assignment abovementioned has been entered in our records;
- (1) confirm with you that there is no assignment or agreement to assign prior to this Assignment abovementioned;
- (2) confirm that we have taken all steps necessary and applied for the separate issue document of title/separate strata title to the Property;
- (3) undertake to deliver or cause to be delivered to the Bank the separate issue document of title/separate strata title in respect of the Property together with a valid and registrable Memorandum of Transfer duly executed in favour of the Assignor or in your favour or in favour of your nominee(s) as the case may be free from all encumbrances upon issuance of the said issue document of title/separate strata title by the relevant authority;
- (4) undertake to refund forthwith to you all sums which have been released by you to us in the event that the Project on which the Property forms thereof is abandoned, or if the Certificate of Fitness for Occupation or the Certificate of Completion and Compliance as the case may be, is not issued for any reason whatsoever;
- (5) confirm that in the event that we intend to further encumber the Land on which the Property forms part thereof, we undertake to obtain from the chargee and/or any encumbrancer of the Land and deliver or cause to be delivered to the Bank:-
 - (a) a Letter of Disclaimer of interest in respect of the Property; and
 - (b) an undertaking that such chargee/encumbrancer will exclude the Property from any application made by them for an order for sale of the Land;

Dated this _____ day of _____ 20____

SIGNED by _____)
_____)
for and on behalf of the _____)
Developer/Vendor in the _____)
presence of:- _____)

UNDERTAKING BY THE PROPRIETOR/LANDOWNER

We, _____ a company incorporated in Malaysia and having our principal office at _____ do hereby acknowledge that on the _____ day of _____ 20____, the within written Assignment of the Property was duly intimated to us by the delivery of a true copy thereof and the said Assignment has been noted in our records and we undertake to execute the Memorandum of Transfer in favour of the Assignor and deliver same to the Bank or its Solicitors together with the subdivided title of the Property upon the issuance of the same.

Dated this _____ day of _____ 20____

SIGNED by _____)
_____)
_____)
for and on behalf of _____)
_____)
_____)
in the presence of:- _____)