



**BETWEEN**

**UNITED OVERSEAS BANK (MALAYSIA) BHD  
(Company No. :271809-K)  
(Bank)**

**AND**

**THE CUSTOMER NAMED HEREIN  
(Customer)**

---

**DEED OF ASSIGNMENT OF RENTAL  
PROCEEDS**

---

## DEED OF ASSIGNMENT (RENTAL PROCEEDS)

This Deed of Assignment (Rental Proceeds) (hereinafter referred to as this "Assignment") is made on the date stated in Section 1 of the First Schedule between

- (1) **UNITED OVERSEAS BANK (MALAYSIA) BHD. (Company No.:271809-K)**, a company incorporated in Malaysia having a place of business as stated in Section 3 of the First Schedule ("the Bank").

and

- (2) The party named and described in Section 2 of the First Schedule ("the Assignor").

### 1 RECITALS

- (a) The Assignor has entered into an agreement to purchase, or is the beneficial owner of, the Property.
- (b) At the request of the Customer, the Bank has agreed to make available and/or to continue to make available to the Customer the Facilities upon the terms and conditions in the Letter of Offer and/or the Facility Agreement and to be secured by an assignment of the Assignor's benefits, rights, title and interest in, to, and under the Rental Proceeds upon the terms herein contained.

### 2 DEFINITIONS AND INTERPRETATION

#### 2.1 Definitions in the Facility Agreement

In this Assignment, unless the context otherwise requires and save as specifically defined in the Facility Agreement, words, expressions, and phrases used in the Facility Agreement shall be construed and shall have the same meanings when used herein.

#### 2.2 Further Definitions

In this Assignment, the following expressions have the meanings given below, unless expressly provided otherwise:

<b>Words</b>	<b>Meaning</b>
Assignor	The person named in Section 2 of the First Schedule. Where the Customer and the Assignor are the same person, "the Customer" will be used interchangeably with "the Assignor".
Bank Malaysia	Negara Bank Negara Malaysia, a body corporate established under the Central Bank of Malaysia Act, 2009, of Jalan Dato' Onn, 50480 Kuala Lumpur and includes any entities

assuming the role of the Central Bank of Malaysia.

Code	The Internal Revenue Code of 1986 issued by the US.
Customer	The person named in the Fourth Schedule. Where the Customer and the Assignor are the same person, “the Customer” will be used interchangeably with “the Assignor”.
Event of Default	Any of the events or matters as specified in Section 9.1 herein.
Facilities	The Islamic financing facilities granted or made available by the Bank to the Customer and includes all other facilities or accommodation granted or made available or agreed to be granted or made available or to be continued to be made available by the Bank to the Customer now or hereafter in accordance with the Letter of Offer and/or the Facility Agreement and where relevant “Facilities” will include any part of such Islamic financing facilities and the outstanding balance from time to time and reference to “Facilities” includes reference to any one of them.
Facility Agreement	The facility agreement made between the Customer and the Bank in relation to the Facilities or any additional or further facilities or any variation, restructuring, conversion, interchange or substitution of the Facilities and includes any supplemental, amendments and variations made thereto.
Group	The Bank's branches, agencies, representative offices, affiliated, associated or related corporations, and their respective officers, servants or agents, whether situated in or out of Malaysia.
Indebtedness	The aggregate of all monies (whether principal, profit, compensation ( <i>ta'widh</i> ), commission, fees, costs or charges) outstanding or payable or agreed to be payable by the Customer and/or any other Security Party to the Bank from time to time in respect of the Facilities or any account and includes all liabilities and obligations incurred by the Customer and/or any other Security Party to the Bank whether present or future, actual or contingent, alone or jointly with any other person and in whatever style or name, and whether as principal or surety.
Land Code	The National Land Code 1965, including the Sabah Land Ordinance (Cap. 68) or Sarawak Land Code (Cap. 81), as the case may be, and includes any statutory amendment thereto and all subsidiary legislation made thereunder.
Letter of Offer	The letter(s) of offer issued by the Bank and accepted by the Customer from time to time by which the Bank agreed to grant and the Customer agreed to accept the Facilities, including any amendments, additions,

supplements, or substitutions.

Legal Process	May include, but is not limited to, any originating process including writ of summons and originating summons as well as any other forms of originating process, pleadings, interlocutory applications, affidavits, orders, judgments and any other documents which are required to be served under any written law and such notices under the Companies Act 1965, the Bankruptcy Act 1967 and the Land Code.
Personal Data	May include, but is not limited to, the Customer's and/or the Assignor's name, address, occupation, contact details, information captured on security systems (including a recording of the Customer's and/or the Assignor's image on Closed Circuit Television (CCTV)), the information contained in any of the Customer's and/or the Assignor's account(s) the Customer and/or the Assignor may have with the Bank either singly or jointly with any other person, the type of products and/or services that the Customer and/or the Assignor has subscribed to with the Bank and such other necessary data regarding the Customer and/or Assignor and the Customer's and/or Assignor's transaction(s) with the Bank.
Proceeds Account	An account prescribed by the Bank into which all the Rental Proceeds payable under or relating to the respective Tenancies will be paid and credited as soon as all or any part of it is or becomes payable to the Assignor or received by or on behalf of the Assignor under the terms of the respective Tenancies.
Property	The property described in Section 4 of the First Schedule.
Rental Proceeds	All of the Assignor's benefits, rights, title, and interest in, to, and under any and all rentals, service charges, maintenance charges and any other proceeds and/or other payments which may at any time or from time to time be receivable by, or payable to, the Assignor in connection with the Tenancies from the respective Tenants, whether such proceeds and/or other payments are receivable by or payable to the Assignor on account of any claims, awards and judgments made or given under or in connection with the Tenancies or otherwise.
Security	The security or securities or guarantee, as more particularly described in the Letter of Offer required to be created in the Bank's favour or given to the Bank in exchange for the Bank granting to the Customer the Facilities.
Security Documents	Any document relating to the Facilities and the Security and includes the Letter of Offer, the Facility Agreement, this Assignment and any other agreement entered into between the Bank and the Customer and/or the Security Party.

Security Party	Any party which provides or from time to time provides any Security to secure the payment of all or part of the Indebtedness.
Strata Titles Act	The Strata Titles Act, 1985 or the Sabah Land Ordinance (Cap. 68) and Land (Subsidiary Title) Enactment, 1972 (Sabah) or the Strata Titles Ordinance, 1974, as the case may be, and includes any statutory amendment thereto and all subsidiary legislation made thereunder.
Tenancies	All agreements to lease, leases registered under the provisions of the Land Code, tenancies, licences, letting arrangements, options, reservations, rights of first refusal and any other agreements which are or at any time may be entered into by or on behalf of the Assignor for the occupation, use, or possession of any part of the Property or any of the Units, whether in writing or by oral agreement or otherwise. This includes any renewal and/or extension, and all amendments and supplements that may be agreed upon or entered into by the parties from time to time. Where the amendments would have a material adverse effect on the Assignor or would adversely affect the Bank's interest under this Assignment, the term "Tenancies" only includes such amendments which have been approved by the Bank. The term "Tenancy" will be interpreted accordingly.
Tenants	All persons from time to time who have entered or will be entering into any one or more of the Tenancies with the Assignor or with any person on behalf of the Assignor, including their respective successors-in-title, permitted assigns and persons deriving title thereunder. The term "Tenant" will be interpreted accordingly.
Units	The individual units of space/lots and/or other lettable space/area comprised in the Property.

## 2.3 Interpretation

- (a) In this Assignment, unless the context requires otherwise –
- (i) words referring to the singular include the plural (and vice versa);
  - (ii) words referring to a gender include all genders;
  - (iii) a reference to a person includes its personal representatives, successors-in-title, assigns, and transferees;
  - (iv) words applicable to natural persons include anybody or persons, company, corporation, firm, or incorporated or

unincorporated partnership;

- (v) a reference to “this Assignment” or other similar reference refers to this Deed of Assignment as a whole, and not to any particular provision of this Deed of Assignment; and
  - (vi) a reference to Sections is a reference to Sections of this Assignment unless otherwise specified.
- (b) The headings and sub-headings of this Assignment are inserted for convenience only, and are to be ignored when interpreting the provisions of this Assignment.
  - (c) The expressions “month” and “year” mean a calendar month and a period of 365 days respectively.
  - (d) Where an act is required to be done within a specified number of days after or from a specified date, the period excludes the specified date. Similarly, a period from the occurrence of an event or the doing of an act excludes the day on which the event happens or the act is done or required to be done.
  - (e) References to any statute, rules or regulations made under the statute are references to the statute, rules or regulations as amended or re-enacted from time to time.
  - (f) Where the Customer and/or the Assignor is a company, any references relating to bankruptcy will be read as references relating to the winding-up, liquidation, amalgamation or reconstruction of the Customer and/or the Assignor.
  - (g) Where there are two or more persons or parties included in the expressions “the Customer” and/or “the Assignor”, agreements and other matters expressed to be made by or on the part of the Customer and/or the Assignor are deemed to be made by or binding upon such persons jointly and severally.
  - (h) Where the expression “the Customer and/or the Assignor” is used, agreements and other matters expressed to be made by or on the part of the Customer and/or the Assignor are deemed to be made by or binding upon such persons jointly and severally.
  - (i) The expressions “including” or “for example” (or other similar words) when introducing an example does not limit the meaning of words to those examples.
  - (j) A reference to costs or fees “on a solicitor and client basis” means the expenses that a client has to pay his lawyer.
  - (k) A reference to “amount due and payable” includes all sums and monies advanced or paid to or on behalf of the Customer and/or the Assignor by the Bank or otherwise howsoever payable by the Customer and/or the Assignor to the Bank under this Assignment (whether or not it forms part of the Facilities), and subject to compensation (*ta'widh*) on all such sums

and monies (if any).

- (l) The Schedules to this Assignment will be deemed essential parts of this Assignment.

### **3. ASSIGNMENT AS SECURITY FOR INDEBTEDNESS**

#### **3.1 Assignment as security**

- (a) In consideration of the Bank agreeing to grant, or continuing to grant or make available to and for the benefit of the Customer, the Facilities as the Bank thinks fit, and as security for the payment of the Indebtedness, the Assignor absolutely assigns to the Bank the Rental Proceeds, together with the Assignor's right of enforcement, upon the terms and conditions in this Assignment.
- (b) Regardless of this Assignment, the Assignor will continue to be solely responsible for observing all the terms and conditions and obligations of the Assignor in the Tenancies.

#### **3.2 Covenant to pay**

- (a) The Customer and/or the Assignor covenants and undertakes that it will on demand pay the Bank the Indebtedness and all other amounts payable by the Customer and/or the Assignor to the Bank under the Security Documents until the full amount of the Indebtedness shall have been paid in full and satisfied by the Customer and/or Assignor.
- (b) The Customer's and/or the Assignor's covenant and undertaking above is up to aggregate amount as covenanted to be paid under the Letter of Offer and/or the Facility Agreement together with profit, compensation (*ta'widh*) (as well after as before any demand or judgment, and regardless of whether or not the banker-customer relationship between the Bank and the Customer and/or the Assignor has ceased or been terminated) commission, discount, other banking charges, and all costs, charges, fees and other expenses the Bank may charge in respect of the Facilities or any of the matters under this Assignment, or which the Bank may pay or incur under this Assignment.

#### **3.3 Notice of assignment**

The Assignor undertakes to the Bank that, immediately upon the execution of this Assignment or the relevant Tenancy, whichever is later, it will:

- (a) give notice of this Assignment to the relevant Tenant in the form set out in the Third Schedule; and
- (b) deliver to the Bank the original acknowledgements from the relevant Tenant.

#### **3.4 Continuing security**

The security created by this Assignment is and will be a continuing security for

the Indebtedness, and will continue to be held by the Bank until:

- (a) all amounts outstanding under the Facilities, including contingent liabilities, have been fully settled by the Customer and/or the Assignor; and
- (b) the Bank has been fully released from all its obligations or contingent liabilities under the Facilities or under any other instrument issued by the Bank for the account of the Customer,

even if the Customer and/or the Assignor ceases to be indebted to the Bank for any period(s), and regardless of:

- (i) any account(s) ceasing to be current or any settlement or closure of account(s) or otherwise;
- (ii) the death, insanity or bankruptcy of the Customer and/or the Assignor;
- (iii) the voluntary or compulsory liquidation of the Customer and/or the Assignor;
- (iv) any change by amalgamation, consolidation or otherwise which may be made in the constitution of the company by which the business of the Customer and/or the Assignor is currently being carried on; or
- (v) any change in the constitution or composition of the firm by which the Customer's and/or the Assignor's business is currently being carried on, whether by death, retirement, admission of partners, or any other reason.

### **3.5 Restriction against other charges**

- (a) The Assignor declares that there is no mortgage, charge, pledge, lien, security assignment, right of set-off, caveats, or other security profits or any other similar agreement or arrangement having priority over, or ranked equal, to the Rental Proceeds under this Assignment.
- (b) The Assignor agrees not to sell, charge, mortgage, assign, execute any form of debenture (whether fixed or floating), pledge or lien over, or raise money on the security of, any of its/his benefits, rights, title, and interest in, to, and under the Rental Proceeds or deal with the same in any manner without the Bank's prior written consent. The Bank's consent can be given or withheld at the Bank's absolute discretion.
- (c) This Assignment will not affect any collateral security now or in future given to the Bank, whether the same is to secure full payment of the Indebtedness, and whether the security is taken as additional or collateral security or otherwise.

### **3.6 Liens and other security not affected**

- (a) Nothing in this Assignment will affect any lien to which the Bank is entitled, or any other security which the Bank may from time to time hold



for or on account of the Indebtedness.

- (b) Nothing in this Assignment will operate to merge or otherwise affect any bill, note, guarantee, mortgage, or other security which the Bank may for the time being have for any Indebtedness, or any right or remedy of the Bank.

### **3.7 Procedure on notice of further charge**

- (a) If the Assignor (or any one or more of them) executes or creates any further or subsequent charge, mortgage, or encumbrance over all or any part of the Rental Proceeds in favour of any other corporation or persons, and the Bank receives actual or constructive notice of this transaction, the Bank can immediately open a new or separate account with the Assignor in its books.
- (b) If the Bank does not open such new or separate account, the Bank will nevertheless be deemed to have done so at the time when the Bank received or was deemed to have received such notice (“the time of notice”).
- (c) From the time of notice, all payments in account made by the Customer and/or the Assignor and/or any party to the Bank will (regardless of 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. Such payments will not go towards reducing the amount due by the Customer and/or the Assignor to the Bank at the time of notice.
- (d) Nothing in this Section will affect the security which the Bank otherwise would have had under this Assignment for the payment of the Indebtedness, even though it may become due or owing or be incurred after the time of notice.

### **3.8 Covenant to perfect and provide further security**

- (a) The Customer and/or the Assignor will, whenever required by the Bank, execute in favour of the Bank (or as the Bank may direct) legal or other mortgages, charges, assignments, transfers, or agreements as required by the Bank of and on the Customer's and/or the Assignor's estate, assets, or business, which now or in future will belong to the Customer and/or the Assignor (including any vendor's lien) and the benefit of all licences held in connection with such estate, assets, or business to secure the Indebtedness.
- (b) Such mortgages, charges, assignments, transfers, or agreements will be prepared by or on behalf of the Bank at Customer's and/or the Assignor's cost, and will contain all terms and conditions required by the Bank to protect its interest.

### **3.9 Demands**

The Facilities will be callable on demand (if applicable) by the Bank at the Bank's sole discretion; this means that the Bank have the right to terminate or cancel the

Facilities at any time and to require the Customer and/or the Assignor to make immediate payment of all moneys and liabilities owing by the Customer and/or the Assignor to the Bank in relation to the Facilities regardless whether the moneys and liabilities have become due to be paid or repaid to the Bank.

#### **4. FACILITIES**

##### **4.1 Progressive release**

- (a) The Bank can, and is expressly authorised by the Customer and/or the Assignor to, advance or pay (where applicable) all or part of the Facilities to the builder, developer, contractor, architect or such other persons responsible for or concerned with the construction of any building (“the said building”) or the vendor of the said building at such times, on such terms, in such manner, by such amounts, and upon such contingencies and conditions, as the Bank decides in its absolute discretion.
- (b) The authorisation given by the Customer and/or the Assignor is irrevocable. All advances and payments to the said person(s) will be deemed to be part of the monies secured by and owing under this Assignment.
- (c) The acknowledgement or receipt of such person(s) will be as good and sufficient and effective as if it had been made or given by the Customer and/or the Assignor.
- (d) The Customer and/or the Assignor irrevocably agrees and confirms that the Customer and/or the Assignor cannot object to or to restrain such payment by the Bank.
- (e) If the Bank has given or agreed to give on the Customer’s and/or the Assignor’s authority (which authority is hereby confirmed by the Customer and/or the Assignor) its express or implied undertaking, guarantee, or covenant to:
  - (i) any of the persons mentioned in Section 4.1(a) (“the Vendor”) or its solicitors or firm of solicitors purporting to act for the Vendor to pay; or
  - (ii) pay the Bank’s solicitors to enable the Bank’s solicitors to give the Vendor or the Vendor’s solicitors their solicitor’s undertaking to pay,

the balance purchase price payable by the Customer and/or the Assignor under the agreement of sale of the said building progressively in accordance with the terms in the said agreement, the Assignor agrees (in addition to the Rental Proceeds being charged to secure the Indebtedness) that:

- (iii) the payment of all monies undertaken, guaranteed, or covenanted to be paid by the Bank to the Vendor, the Vendor’s solicitors, or the Bank’s solicitors (as the case may be) will be

secured under this Assignment; and

- (iv) the Customer and/or the Assignor will at all times indemnify and keep the Bank indemnified against all actions, proceedings, costs, expenses, claims, and demands which may be taken, incurred, or suffered by the Bank arising from the Bank's aforesaid undertaking given to the Vendor, the Vendor's solicitors, or the Bank's solicitors (as the case may be).

#### 4.2 No obligation to make further advances

- (a) The Facilities granted or to be granted to the Customer will be reviewed by the Bank from time to time and at any time.
- (b) Nothing in this Assignment will be deemed to impose an obligation on the Bank to make or continue to make any advances or to afford any other accommodation or facility to the Customer.

#### 4.3 Prepayment

Notwithstanding any agreement for payment of any term financing (hereinafter referred to as "the financing") by instalments, the Customer and/or the Assignor shall have the right to prepay subject to the provision in the Letter of Offer and/or the Facility Agreement.

#### 4.4 Discontinuance of progressive release

Regardless of anything in this Assignment, the Bank can, at its absolute discretion and without having to give any reason, and without discharging or affecting the security created by this Assignment, refuse and/or discontinue the progressive release of all or any part of the Facilities for the Customer's and/or the Assignor's use or benefit if:

- (a) the Customer and/or the Assignor fails and/or refuses and/or neglects to promptly pay any amount (including profit) due on any of the progressive releases in accordance with the terms and conditions in any other security document, or any other charges, expenses, or outgoings due by the Customer and/or the Assignor under this Assignment; or
- (b) the Customer and/or the Assignor breaches any of the express or implied terms and conditions in this Assignment.

#### 4.5 Where Facilities are withdrawn or revoked

- (a) If the Facilities are withdrawn or revoked and/or the said account(s) (current or otherwise) are closed either by demand or by the death of the Customer and/or the Assignor (or where the Customer and/or the Assignor consists of more than one person, by the death of any one of them) or liquidation of the Customer and/or the Assignor, and a balance is owing to the Bank by the Customer and/or the Assignor, the Customer and/or the Assignor or the personal representative or successors-in-title of the Customer and/or the Assignor will, so long as all or any part of the same remains owing, pay to the Bank the Indebtedness owing hereunder together with the compensation (*ta'widh*) as covenanted to be paid under

the terms of this Assignment and the Facility Agreement and/or the Letter of Offer at the rate prescribed therein.

- (b) The statement of the manager, acting manager, or any other officer of the Bank as to the amount of such balance will be final and conclusive against the Customer and/or the Assignor, its estate executor, administrator, legal representative, or successor-in-title for all purposes, including legal proceedings.

## **5. COMPENSATION (TA'WIDH)**

The Bank shall be entitled to demand a compensation (*ta'widh*) from the Customer for the failure of the Customer to make payment of any instalment due and/or sum covenanted to be paid by the Customer to the Bank herein at the rate and in the manner as stated in the Letter of Offer and/or the Facility Agreement or such other rate and manner as may be prescribed by the Shariah Advisory Council of Bank Negara Malaysia.

## **6. THE RENTAL PROCEEDS AND THE PROCEEDS ACCOUNT**

### **6.1 Proceeds Account**

So long as the Facilities remain available to the Customer and/or the Assignor or so long as any amount is owing to the Bank by the Customer and/or the Assignor, the Assignor will:

- (a) open and maintain the Proceeds Account; and
- (b) instruct and cause each of the Tenants to pay and credit all the Rental Proceeds payable under or relating to the respective Tenancies into the Proceeds Account as soon as the same or any part thereof becomes payable to the Assignor or received by or on behalf of the Assignor under the terms of the respective Tenancies.

### **6.2 Application of money in Proceeds Account**

- (a) All payment sums from time to time credited into the Proceeds Account will be applied in such manner as prescribed by the Bank.
- (b) Unless otherwise prescribed by the Bank, all Rental Proceeds will be applied in or towards payment of principal sums, profits and/or any other amounts due or owing under or relating to the Facilities and/or any other amounts due or owing by the Customer and/or the Assignor to the Bank as and when such amounts are due and payable to such extent and in such manner and order of priority as the Bank decides at its absolute discretion.

### **6.3 Default**

Regardless of anything contained in this Section 6, at any time after the occurrence of an Event of Default, the Bank is irrevocably authorised by the Assignor (but is not obliged) to apply all Rental Proceeds and all monies then standing to the credit of the Proceeds Account strictly in or towards settlement in

full or partially, as the case may be, of the principal sums, profits and/or any other amounts due or owing under or relating to the Facilities and/or any other amounts due or owing by the Customer and/or the Assignor to the Bank in such manner and order of priority and at such times as the Bank decides at its absolute discretion.

#### **6.4 No withdrawal or dealing**

The Assignor will not withdraw (or attempt to withdraw), or deal with (or agree, conditionally or unconditionally, to deal with) any of the monies from time to time standing to the credit of the Proceeds Account other than strictly in accordance with the provisions of this Section 6 or any instructions from time to time issued by the Bank, and will not do any other act or thing which may in any way delay or affect the right of the Bank to receive payment of such monies.

#### **6.5 Remedies for breach of this Section 6**

If the placement and application of the monies comprised in the Rental Proceeds as specified in this Section 6 are not strictly adhered to, the Bank can at its absolute discretion:

- (a) withhold further utilisation or disbursement of all or any part of the Facilities;
- (b) amend any of the terms and conditions of or applicable to the Facilities or of this Assignment and/or any of the other Security Documents; and/or
- (c) impose additional terms and conditions,

upon such terms and conditions as the Bank at its absolute discretion deems fit by giving a notice to that effect to the Customer.

#### **6.6 Withdrawal and conversion by the Bank**

The Bank can, either in its own name or in the name of the Assignor, and without notice to the Customer and the Assignor or any other person, withdraw or convert into any currency any monies from time to time standing to the credit of the Proceeds Account and apply such moneys in or towards the manner set out in this Section 6.

#### **6.7 Rental Proceeds held in trust**

Any Rental Proceeds received by the Assignor will be held by the Assignor in trust for the Bank, and will immediately be paid by the Assignor to the Bank to be applied in the manner set out in this Section 6.

### **7. ASSIGNOR'S ADDITIONAL COVENANTS**

During the continuance of this Assignment and as long as any amount is owing by the Customer and/or the Assignor and/or any Security Party to the Bank, the Assignor further covenants with the Bank as follows:

#### **7.1 Performance by Tenants**

Take all steps necessary or advisable to procure the due performance by each of the Tenants of its obligations under the respective Tenancies.

## **7.2 Execution of documents**

Sign, do and execute or cause to be signed, done or executed all documents, acts and things (including all such transfers, assurances and/or instructions as required or stipulated by the Bank) for assuring and/or vesting full legal title in and to the Rental Proceeds to and in favour of the Bank as the Bank requires at its absolute discretion.

## **7.3 Assignor's performance of Tenancies**

Diligently and properly:

- (a) perform the Assignor's obligations under the Tenancies;
- (b) notify the Bank of any breach or default by the Assignor or any of the Tenants under any of the Tenancies; and
- (c) institute and maintain all such proceedings as the Bank considers necessary to protect the interests of the Assignor and the Bank in the Rental Proceeds and this Assignment.

## **7.4 Rental Proceeds**

Ensure that all sums comprising part of the Rental Proceeds will be dealt with in the manner set out in Section 6 or in such other manner directed by the Bank.

## **7.5 Relationship with Tenants**

Ensure that each of the Tenants continues in all other aspects (other than the payment of the Rental Proceeds, which will be remitted to the Proceeds Account directly and be dealt with in accordance with the provisions of Section 6) to give or receive instructions to or from the Assignor and deal with and look to the Assignor as its contracting party under the respective Tenancies.

## **7.6 Written request for payment**

Deliver a written request (together any necessary documents) for payment pursuant to any Tenancies upon request by the Bank.

## **7.7 Enforcement of Bank's rights**

When requested by the Bank:

- (a) execute and deliver promptly to the Bank any such further instruments or documents as reasonably required by the Bank or which are required by law;
- (b) do or permit to be done each and every act or thing reasonably required by the Bank; and

- (c) allow the Assignor's name to be used when required by the Bank, for the purpose of obtaining the full benefit of this Assignment.

#### **7.8 Tenancies**

- (a) Not to, except where approved by the Bank in writing, make or agree to any variation, cancellation or termination of any of the Tenancies or release any of the Tenants from any of the Tenant's obligations under any of the Tenancies or waive any of the Assignor's rights under any of the Tenancies or any breach of the same.
- (b) Not to, without the prior written consent of the Bank, make or agree to any claim that any of the Tenancies is frustrated, invalid, void or voidable.
- (c) Not to take or omit to take any action, the taking or omission of which may result in any alteration or impairment of any of the Tenancies or this Assignment or the rights created under the same.
- (d) Not to exercise any right or power conferred on the Assignor by any of the Tenancies in any manner which is in the opinion of the Bank adverse to or inconsistent with the Bank's interests under this Assignment.

#### **7.9 Copies of Tenancies and notices**

- (a) Immediately upon execution by the Assignor and the relevant Tenant of any Tenancies, deliver the original copy of such Tenancies to the Bank for safe-keeping.
- (b) To send to the Bank a copy of all notices received or given by the Assignor under the respective Tenancies as soon as possible.

#### **7.10 Use of Property**

Not to allow any of the Tenants to use the Property or allow the same to be used for purposes other than those for which the Property was built.

#### **7.11 Indemnity for non-observance of Tenancies**

Observe and perform all the covenants, undertakings and stipulations contained in the Tenancies on the part of the Assignor to be observed and performed, and to at all times save harmless and keep the Bank indemnified against all claims, demands, actions, penalties, legal proceedings, costs, and expenses which may be brought, made against, or incurred by the Bank by reason or on account of the non-observance of the Tenancies.

#### **7.12 Insurance Policies/ Takaful Certificate**

- (a) The Bank may from time to time at its absolute discretion require the Customer and/or the Assignor to take up and maintain a life insurance policies/ takaful certificate and/or any other policy/certificate guaranteeing the payment of all or any part of the monies secured by this Assignment, whether absolute and/or on the happening of a

contingency, and to assign the said policy/certificate and all benefits and advantages under the same to the Bank as further security for all monies secured by this Assignment.

- (b) If the Customer and/or the Assignor does not effect, maintain or renew any such insurance policies/takaful certificates stated above, the Bank can (but is not obliged to), at the Customer's and/or the Assignor's cost and expense, effect, maintain, or renew any such insurance/takaful as the Bank may think fit.

### 7.13 Premium/Contribution receipts

The Customer and/or the Assignor will allow all insurance policies/takaful certificates and receipts or other evidence of payment paid by the Assignor to remain in the custody of the Bank. When required, the Customer and/or the Assignor will deliver or produce to the Bank or to such persons directed by the Bank, any policy of insurance/takaful effected by the Assignor and the receipt or other evidence of payment of the current premium/contribution.

## 8. REPRESENTATIONS AND WARRANTIES

- 8.1 The Customer and/or the Assignor hereby repeats and confirms all the representations and warranties made by the Customer and/or the Assignor in the Facility Agreement and all the representations and warranties made by the Customer and/or the Assignor therein shall continue to apply to the Customer and/or the Assignor with full force and effect with such modifications as may be necessary under this Assignment. The Customer and/or the Assignor further represents and warrants that:

(a) **Tenancies:**

- (i) The Assignor and the relevant Tenant has the power or capacity to execute, deliver and perform the terms of the relevant Tenancies, and that all necessary action has been taken to authorise the execution, delivery and performance of each of the Tenancies.

- (ii) Each of the Tenancies constitutes, or when executed will constitute, the legal, valid and binding obligations of the Assignor and the relevant Tenant in accordance with its terms.

- (iii) Where the Assignor is a corporation, that neither:

(A) the execution and delivery of any of the Tenancies by the Assignor; nor

(B) the performance or observance of any of the Assignor's obligations under any of the Tenancies;

will:

(C) conflict with, or result in a breach of its Memorandum and Articles of Association, any law, statute, regulation, judgment, order, mortgage, contract, agreement, trust deed, or other instrument,



arrangement, obligation, or duty by which it is bound; or

- (D) cause any limitation on any of its powers, howsoever imposed, or on the right or ability of its directors to exercise such powers, to be exceeded.

8.2 Prior to and on each of the dates of the utilisation of the Facilities, the above representations and warranties are true and accurate in all respects as if made on each such date, and as if repeated by reference to the then existing circumstances.

## **9. DEFAULT**

### **9.1 Default**

If:-

- (a) the Customer and/or the Assignor shall fail to observe or perform any of its agreements, covenants, stipulations, terms and conditions contained in this Assignment, and in the case of failure capable of being remedied and the Customer and/or the Assignor fails to remedy to the Bank's satisfaction within seven (7) days after the Customer and/or the Assignor became aware of the failure; or
- (b) the Assignor breaches any of the terms and conditions of the Tenancies; or
- (c) the Tenant terminates or threatens to terminate any of the Tenancies; or
- (d) any of the Tenancies ceases for any reason to be valid or binding upon or enforceable against the Assignor or any of the Tenants in accordance with the respective terms; or
- (e) any event which constitutes an event of default under the Facility Agreement shall have occurred;

then and in either of such cases, the amount of the Indebtedness outstanding for the time being shall immediately become payable by the Customer and/or the Assignor to the Bank on demand and the Bank shall forthwith be entitled to exercise the rights and powers upon default provided by law and this Assignment without any previous notice to or concurrence on the part of the Customer.

### **9.2 Power Of Attorney**

- (a) The Assignor hereby irrevocably appoints the Manager or Acting Manager or any authorised officer of the Bank for the time being and from time to time the attorney of the Assignor and in the Assignor's name or in the name of the attorney or otherwise and on the Assignor's behalf to deal with the Rental Proceeds in any manner whatsoever and to do all things as fully and effectually as the Assignor could do itself/himself including without limiting the generality of the foregoing, the following:
  - (i) to claim, demand, sue for and receive from the Tenants and/or any other person, registered company, corporation,

government or other body politic any sum represented by or comprised in any part of the Rental Proceeds and all other sums, rights or property that may become due to the Assignor in respect of any of the Tenancies as and when the same shall respectively be due or payable or exercisable, and to give a good and sufficient receipt for any such sum received;

- (ii) to enforce and exercise all or any of the covenants, agreements and other rights and remedies in and under any of the Tenancies, including but without limitation, to issue a notice or notices to quit to any of the Tenants, to enter into possession of the said Property or any of the Units and/or to commence distress and/or other legal proceedings to recover any sum represented by or comprised in any part of the Rental Proceeds and all other sums, rights or property that may become due to the Assignor in respect of any of the Tenancies and/or to recover possession of the said Property or any of the Units;
- (iii) to agree to any amendment, variation, termination and/or repudiation of the Tenancies;
- (iv) to assign, sell, transfer, dispose of or otherwise deal with the Rental Proceeds or any part thereof or any profit therein or thereunder in such manner, and at such time(s) at or for such consideration (whether payable or deliverable immediately or by instalments) and upon such other terms and conditions as the attorney may at its/his absolute discretion deems fit;
- (v) in all other respects to deal with and enjoy the Rental Proceeds and any of the benefits rights title and profit therein and thereto;
- (vi) to put into force and effect all rights, powers and remedies available to the Bank at law or otherwise as assignee of the Rental Proceeds or any part thereof or any profit therein or thereunder;
- (vii) for any such purpose to issue, sign, indorse, execute and deliver all receipts, cheques, releases, discharges, reassignments, reconveyances, or other deeds or documents whatsoever which is deemed necessary or expedient by the attorney;
- (viii) to do all such acts and things and make, execute and sign all such documents and applications as may be necessary or expedient to any relevant authority, corporation, registered company, government or other body politic or person for such approvals and consents, if any, as may be required or deemed expedient by the attorney for perfecting or in enforcing all or any of the Tenancies and/or the security created under this Assignment or otherwise;
- (ix) to exercise the rights and powers conferred on the Bank as provided in the provisions of Section 6 of this Assignment and in addition thereto, out of the Rental Proceeds received

by the attorney or the Assignor's moneys in the Proceeds Account or in the attorney's hands or under the control of the attorney to pay all costs and other expenses that may lawfully be made upon the Assignor or that may otherwise be payable or incurred in respect of or in relation to the operation and/or management of the Tenancies and/or the enforcement of this Assignment and to give security for the payment of the same;

- (x) to assent (if it seems to the attorney necessary or desirable) to any arrangement modifying the Assignor's or the Bank's rights, privileges or duties in relation to any part of the Rental Proceeds and to agree to any scheme or arrangement for the increase or reduction of the value or amount of the same and for any such purpose to pay any contribution to incur any other necessary expense in connection with any such scheme or arrangement;
- (xi) to do all such other acts and things as the attorney may consider necessary or desirable for the realisation of the Rental Proceeds or any part thereof or incidental or conducive to any of the matters, powers or authorities conferred on the Bank under or by virtue of this Assignment;
- (xii) generally to exercise all rights and privileges and perform all duties which now or hereafter may appertain to the Assignor in relation to any part of the Rental Proceeds and any of benefits rights title and profit therein and thereto;
- (xiii) to disclose to any person or party who may be concerned with the exercise of the powers hereby conferred, including any purchaser or potential purchaser of any part of the Rental Proceeds or any of benefits rights title and profit therein and thereto, the terms of this Assignment and such other documents or information as may be related thereto or to the exercise of the Bank's or the attorney's rights and powers hereunder or to the Rental Proceeds where such disclosure is deemed by the attorney to be necessary for or expedient to the exercise of the power herein contained;
- (xiv) to apply any monies and/or other proceeds received or recovered by the Bank and/or the attorney under or pursuant to this Assignment towards the satisfaction of the amount secured by this Assignment and all the principal and profit and other monies due to the Bank thereunder, the payment of all stamp duties costs expenses dues and fees including the Bank's and the attorney's solicitor's costs on a solicitor and client basis, and the residue, if any, only shall be payable to the Assignor;
- (xv) to do and perform all whatsoever acts, matter and things necessary or expedient for the registration of this Assignment as fully and effectually as the Assignor could do itself/himself as if the Assignor were personally present with power of such attorney to substitute and appoint one or more attorneys under them for all or any of the purposes aforesaid as it/he/they

shall think fit;

- (b) The Assignor also agrees and undertakes at all times hereafter to ratify and confirm whatsoever the attorney or their attorney or attorneys shall lawfully do or cause to be done by virtue of the power given herein;
- (c) The Assignor further agrees and undertakes at all times hereafter to indemnify and keep the attorney or their attorney or attorneys indemnified against all actions, proceedings, costs, expenses, claims and demands which may be taken incurred or suffered by the attorney or their attorney or attorneys arising from the execution of or exercise of any power granted herein or from anything done or caused to be done by the attorney or their attorney or attorneys by virtue of the power given by this Section 9.2;
- (d) The Assignor further declares that the attorney or their attorney or attorneys shall not be held responsible or liable to the Assignor for any loss or damage howsoever and whatsoever arising as a result of any act or omission of the attorney or their attorney or attorneys in the execution of or exercise of any power granted herein or arising from anything done or caused to be done by the attorney or their attorney or attorneys by virtue of the power given by this Section 9.2;
- (e) The Assignor hereby declares that the powers and authority hereby conferred are given for valuable consideration and shall remain irrevocable for so long as this Assignment shall remain valid and subsisting.

## 10 **REMEDIES**

### 10.1 **Remedies of the Bank**

- (a) Upon demand or upon the occurrence of an Event of Default, the Bank can either in its own name or as agent for the Assignor exercise all or any of the following rights, powers, and remedies:
  - (i) To claim, demand, sue for and receive from the Tenants and/or any other person or party any sum represented by or comprised in any part of the Rental Proceeds and all other sums, rights or property that may become due to the Assignor in respect of any of the Tenancies as and when the same are respectively due or payable or exercisable, and to give a good and sufficient receipt for any such sum received.
  - (ii) To enforce and exercise all or any of the covenants, agreements and other rights and remedies in and under any of the Tenancies, including to:
    - (A) issue a notice or notices to quit to any of the Tenants;
    - (B) enter into possession of the Property or any Units; and/or

- (C) commence distress and/or other legal proceedings to recover any sum represented by or comprised in any part of the Rental Proceeds and all other sums, rights or property that may become due to the Assignor in respect of any of the Tenancies and/or to recover possession of the Property or any Units.
- (iii) To agree to any amendment, variation, termination and/or repudiation of the Tenancies.
- (iv) To assign, sell, transfer, dispose of or otherwise deal with the Rental Proceeds or any profit in relation to the same in such manner, at such times, or for such consideration (whether payable or deliverable immediately or by instalments) and upon such other terms and conditions as deemed fit by the Bank at its absolute discretion deems fit. No assignee, purchaser, or transferee from the Bank shall be concerned to ascertain whether or not any such default has actually arisen to entitle the Bank to exercise its powers and remedies.
- (v) In all other respects to deal with and enjoy the Rental Proceeds and any of benefits, rights, title, and profit attached.
- (vi) To put into force and effect all rights, powers and remedies available to it at law or otherwise as assignee of the Rental Proceeds or any part thereof or any profit attached.
- (vii) For any such purpose to issue, sign, endorse, execute and deliver all receipts, cheques, releases, discharges, reassignments, reconveyances, or other necessary deeds or documents.
- (viii) To do all such acts and things and make, execute and sign all such documents and applications as may be necessary to any relevant party or person for such approvals and consents, if any, as may be required by the Bank for perfecting or in enforcing all or any of the Tenancies and/or the security created under this Assignment or otherwise.
- (ix) To exercise the rights and powers provided in the provisions of Section 6 and in addition thereto, out of the Rental Proceeds received by the Bank or the Assignor's moneys in the Proceeds Account or in the Bank's hands or under the control of the Bank to pay all costs and other expenses that may lawfully be made upon the Assignor or that may otherwise be payable or incurred in connection with the operation and/or management of the Tenancies and/or the enforcement of this Assignment and to give security for the payment of the same.
- (x) To assent (if deemed necessary by the Bank) to any arrangement modifying the Assignor's rights, privileges or duties in relation to any part of the Rental Proceeds and to agree to any scheme or arrangement for the increase or reduction of the value or amount of the same, and for any such purpose to pay

any contribution to incur any other necessary expense in connection with any such scheme or arrangement.

- (xi) To do all such other acts and things as it may consider necessary for the realisation of the Rental Proceeds or any part thereof or in connection with any of the matters, powers or authorities conferred on it under or by virtue of this Assignment.
- (xii) Generally to exercise all rights and privileges and perform all duties which now or hereafter may relate to the Assignor in relation to any part of the Rental Proceeds and any of benefits, rights, title, and profit attached.
- (xiii) To disclose to any person or party who may be concerned with the exercise of the powers conferred under this Assignment, including any purchaser or potential purchaser of any part of the Rental Proceeds or any of the attached benefits, rights, title, and profit, the terms of this Assignment and such other documents or related information or to the exercise of the Bank's rights and powers or to the Rental Proceeds where such disclosure is deemed necessary by the Bank to the exercise of the Bank's power.
- (xiv) To apply any proceeds received or recovered by the Bank pursuant to this Assignment in or towards the satisfaction of the Indebtedness secured by this Assignment and all the principal and profit and other monies due to the Bank, the payment of all costs, expenses, dues, and fees, including the Bank's solicitor's costs on a solicitor and client basis, and the residue, if any, will be payable to the Assignor.

The Customer and/or the Assignor 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 10.1.

## **10.2 Personal liability**

- (a) If the amount realised by the Bank under the provisions of this Assignment after deduction and payment of all fees and costs incurred by the Bank is less than the amount due to the Bank, the Customer and/or the Assignor must pay the Bank the difference between the amount due and the amount so realised.
- (b) Until the payment in the preceding paragraph is made, the Customer and/or the Assignor will also pay the compensation (*ta'widh*) on such balance (both after as well as before any demand or judgment), and regardless of whether or not the banker-customer relationship between the Bank and the Customer has ceased or been terminated.

## **10.3 Indemnity**

In addition and without affecting the powers, rights, and remedies granted under this Assignment, the Customer and/or the Assignor will indemnify the

Bank against any loss or expenses (including legal expenses on a solicitor and client basis) which the Bank sustains or incurs because of:

- (a) any default in payment by the Customer and/or the Assignor of any sum due under this Assignment, including any profit or fees paid or payable on account of, or in respect of, any funds financed or deposits from third parties in order to maintain the amount in default, or in liquidating or re-employing such funds or deposits; or
- (b) the occurrence of any Event of Default.

The Bank's certification of the amount of the said loss or expenses will be conclusive and binding upon the Customer and/or the Assignor unless there is any obvious mistake.

#### **10.4 Rights to concurrent remedies**

- (a) Regardless of Section 10.3, and any contrary provision in this Assignment, it is agreed that, upon the occurrence of an Event of Default or breach of any of the provisions in this Assignment or other Security Documents by the Customer and/or the Assignor and/or any Security Party, the Bank can concurrently exercise all or any of the remedies available under this Assignment or other Security Documents, or by statute or otherwise.
- (b) The remedies referred to in the previous paragraph include pursuing all remedies of sale or possession pursuant to this Assignment or other Security Documents, and a civil suit to recover all Indebtedness.

#### **11. CONSOLIDATION**

Unless the Bank agrees otherwise, this Assignment will not be released and discharged except on full payment by the Customer and/or the Assignor of not only all monies secured under this Assignment, but also all monies which may become due or owing to the Bank under any other financings and/or facilities granted to the Customer and/or the Assignor and/or any third parties from time to time (whether such liabilities be present, future, actual, contingent, primary, collateral, several, or joint) and whether secured by any other charge or security created now or in future secured by the Customer and/or the Assignor (or by any person through whom the Customer and/or the Assignor claims in favour of or vested in the Bank) or otherwise, and the Bank's right of consolidation will apply to this security.

#### **12. MODIFICATION AND INDULGENCE**

The Customer and the Assignor expressly consent and agree that the Bank may at any time and without in any way affecting the validity of the security, liabilities, and obligations created under this Assignment:

- (a) determine, change, or increase the Facilities granted to the Customer, and open and/or continue any account or accounts current or otherwise with the Customer and/or the Assignor and/or any Security Party at any branch or branches of the Bank;



- (b) grant to the Customer and/or the Assignor and/or any Security Party any time or indulgence;
- (c) renew any bills/Islamic bills, notes/Islamic notes, or other negotiable securities;
- (d) deal with, exchange, release, modify, or abstain from perfecting or enforcing any securities or other guarantees or rights it may now or in future have from or against the Customer and/or the Assignor and/or any Security Party or any other person;
- (e) compound with the Customer and/or the Assignor and/or any Security Party and/or any other person;
- (f) at the request of the Customer and/or the Assignor and/or any Security Party accept payment of any monies due or becoming due under this Assignment 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;
- (g) grant further facilities to the Customer, reinstate, vary, interchange, substitute or convert the Facilities or any of them, or any of the principal limits or sub-principal limits of the Facilities;
- (h) review, amend, or vary the Facilities granted to the Customer or its terms and conditions; and
- (i) have recourse to all or any remedies or means for recovering 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.

### **13. NOTICES**

13.1 Any notice, demand, request or communication (other than Legal Process) that the Bank sends to the Customer and/or the Assignor may be:

- (a) delivered by hand to the Customer's and/or the Assignor's address as stated in this Assignment or such other address last known to the Bank;
- (b) sent by post (registered, AR registered, ordinary or otherwise) to the Customer's and/or the Assignor's address as stated in this Assignment or such other address last known to the Bank;
- (c) sent by facsimile transmission to the facsimile number last known to the Bank;
- (d) sent by electronic mail to the electronic mail address last known to the Bank;
- (e) sent by short message system ("SMS") to the mobile phone number last known to the Bank;
- (f) by posting on the Bank's website; or
- (g) by insertion in any statement of account which the Bank sends to the Assignor.

13.2 The said notice, demand, request or communication will be deemed to have been received by the Customer and/or the Assignor:

- (a) at the time of delivery at the Customer's and/or the Assignor's address, if



delivered by hand;

- (b) on the third (3<sup>rd</sup>) day (including the day of posting) from the date it is posted, even if it is undelivered or returned;
- (c) at the time the facsimile transmission is completed;
- (d) at the time the electronic mailing is completed;
- (e) at the time the sending by SMS is completed;
- (f) at the time of posting on the Bank's website; or
- (g) at the time the statement of account is deemed to have been received by the Customer and/or the Assignor.

13.3 The Bank will not be responsible for what may happen to notices or communications after they are sent, for example if any notice or communication is delayed, intercepted, lost, fails to reach or is disclosed to any one during transit.

13.4 The Bank also reserves the right to serve on the Customer and/or the Assignor any notice in connection with the Facilities or the Security by advertisement in any one daily newspaper and such notice will be deemed to have been served on the Customer and/or the Assignor on the day the advertisement appears in the newspaper regardless of whether the Customer and/or the Assignor has actually seen the advertisement.

- (a) The Customer and/or the Assignor must notify the Bank in writing immediately on any change in the Customer's and/or the Assignor's address, facsimile number, electronic mail address or mobile phone number.
- (b) If the Customer and/or the Assignor does not inform the Bank of any change in the Customer's and/or the Assignor's address, facsimile number, electronic mail address or mobile phone number, the Customer and/or the Assignor agrees that the Bank may at the Bank's discretion rely on:
  - (i) any address as stated in this Assignment; or
  - (ii) any address, facsimile number, electronic mail address or mobile phone number the Bank obtains from any communication purportedly issued by the Customer and/or the Assignor to the Bank or last known to the Bank.
- (c) The Bank's rights under this Assignment and the Security Documents are not to be affected by any failure on the part of the Customer and/or the Assignor to notify the Bank of any change in the Customer's and/or the Assignor's address, facsimile number, electronic mail address or mobile phone number.

#### 14. DISCLOSURE

The Customer and the Assignor agree that the Bank (including the Bank's officials, employees, agents or any other persons who the Bank grants access

to their records, correspondence or any material relating to the Customer and/or the Assignor or the Facilities) can disclose at any time at the Bank's absolute discretion without notifying the Customer and/or the Assignor beforehand, any information relating to the Customer and/or the Assignor, a Security Party, the Customer's and/or the Assignor's accounts with the Bank, the Facilities, and this Assignment to the following persons:

- (a) Any members of the Group, for any of the following purposes:
  - (i) Providing the Customer and/or the Assignor with Islamic banking services.
  - (ii) Reporting.
  - (iii) Data matching.
  - (iv) Improving and furthering the provision of other services by the Bank.
  - (v) Fraud or crime prevention.
  - (vi) Investigating, preventing or otherwise in relation to money laundering and criminal activities.
  - (vii) Debt collection.
  - (viii) Outsourcing the Bank's operations.
  - (ix) Performance of duties as an officer of the bank or in connection with the conduct of audit or the performance of risk management.
  - (x) Facilitating the performance of the Bank's or any members of the Group's function.
  - (xi) Compliance with the Group's policies, guidelines, directives or requirements.
  - (xii) Corporate exercise.
  - (xiii) Any legal process initiated by or served on the Bank.
- (b) Any person, whether in Malaysia or elsewhere, who provides electronic or other services to the Bank for the purpose of providing, updating, maintaining and upgrading the said services, including but not limited to investigating discrepancies, errors or claims.
- (c) Any person, whether in Malaysia or elsewhere, which the Bank engages for the purpose of performing or in connection with the performance of services or operational functions which have been out-sourced.
- (d) The police or any public officer conducting an investigation in connection with any offence including suspected offences.
- (e) Credit card companies and financial institutions in connection with credit card enquiries.
- (f) Other banks, financial institutions, credit bureau or credit reference agents (only for credit information).
- (g) The Bank's auditors, solicitors, and professional advisors.
- (h) The Bank's stationery printers, vendors of the computer systems the Bank uses and to such persons installing and maintaining them and other suppliers of goods or service providers the Bank engages.

- (i) Any receiver the Bank appoints or appointed by any other party.
- (j) Any credit bureau of which the Bank is a member, and any other members and/or compliance committee of such credit bureau.
- (k) Any rating agency, business alliance partner, insurer/takaful company or insurance/takaful broker or direct or indirect provider of credit protection.
- (l) Any actual or potential participant or sub-participant in relation to any of the Bank's obligations under the financing agreement between the Customer and/or the Assignor and the Bank, or assignee, novatee or transferee (or any officer, employee, agent or adviser) of any of them.
- (m) For transactions effected or processed with or without the Customer's and/or the Assignor's authority in or through the ATMs of other banks or financial or non-financial institutions or terminals or other card operated machines or devices the Bank approves, to the bank, financial institution or non-financial institution, trader or other party accepting the use of the ATM card and their respective agents or contractors.
- (n) Any court, tribunal or authority, whether governmental or quasi-governmental with jurisdiction over the Bank or any members of the Group.
- (o) The Central Credit Bureau or such other authority or body established by Bank Negara Malaysia, or any other authority with jurisdiction over the Bank.
- (p) Any person to whom the Bank or any members of the Group is permitted or required to disclose to under the law of any country.
- (q) Any other person to whom such disclosure is considered by the Bank to be in the Bank's interest or the interest of any members of the Group (not applicable to strategic alliance for marketing and promotional purposes).
- (r) Any person in connection with enforcing or protecting any right under this Assignment or any Security Documents.
- (s) Any person intending to settle any monies outstanding under the Facilities.

## 15. **LEGAL PROCESS**

In addition to and not in substitution of any mode of service that may be permitted or prescribed by any written law in force for the time being, any service of Legal Process by or on behalf of the Bank can be effected on the Customer and/or the Assignor:

- (a) if the Customer and/or the Assignor is an individual, by leaving a copy at the address as stated in this Assignment or in any communication purportedly issued by the Customer and/or the Assignor to the Bank or last known to the Bank and it shall be deemed to have been duly received by the Customer and/or the Assignor on the day it was left at the address; or

- (b) if the Customer and/or the Assignor is a sole-proprietorship, partnership, company, association, club, society or trust by leaving a copy at the address as stated in this Assignment or in any communication purportedly issued by the Customer and/or the Assignor to the Bank or last known to the Bank or the Customer's and/or the Assignor's last known place of business or registered or principal office address and it shall be deemed to have been duly received by the Customer and/or the Assignor on the day it was left at the address; or
- (c) by sending a copy via prepaid registered or ordinary post to the address as stated in this Assignment or in any communication purportedly issued by the Customer and/or the Assignor to the Bank or last known to the Bank or the Customer's and/or the Assignor's last known place of business or registered or principal office address and it shall be deemed to have been duly received by the Customer and/or the Assignor on the third (3rd) day (including the day of posting) from the date it is posted, even if it is undelivered or returned.

## 16. MISCELLANEOUS

### 16.1 Searches

- (a) The Bank may but is not obliged to conduct bankruptcy/winding up searches or credit related searches from any credit reference agencies, database or system on any person before and at any time after the disbursement of any of the Facilities.
- (b) The Customer and the Assignor consent to the Bank carrying out such searches on the Customer and the Assignor to the extent permitted by law.
- (c) All charges incurred in connection with the above searches will be borne by the Customer and/or the Assignor.

### 16.2 Payments by Bank

- (a) All costs, charges, and expenses incurred by the Bank under this Assignment and/or pursuant to the power of attorney referred herein, including:
  - (i) any expenditure incurred in the creation, registration, enforcement, and/or preparation of this Assignment, or in the giving of any notice, or in the making of any demand for any monies secured by this Assignment (including legal fees on a solicitor and client basis);
  - (ii) paying any expenses or outgoings in respect of insuring/covering, repairing, maintaining, managing, or realising the Property and/or any fixtures, crops, or plants on the Property;

- (iii) all other monies whatsoever paid by the Bank in respect of the said costs, charges, expenses, and expenditures, or otherwise howsoever;
- (iv) defending, prosecuting, or otherwise taking part in or attending (whether on a watching brief as observer or otherwise) any action, enquiry, hearing, suit, or other proceedings affecting the Property and/or any fixture, crops, or plants on the Property, and all other payments and sums stipulated on a full indemnity basis; and
- (v) all or any other sums and monies paid or expended by the Bank under or pursuant to the express or implied provisions of the Land Code and/or this Assignment, and other usual banker's charges,

will be payable by the Customer and/or the Assignor to the Bank.

- (b) The said sums will be debited to the Customer's and/or the Assignor's account, and will be deemed to be charged on the Property and will form part of the first payment due under this Assignment.

### 16.3 Taxes, Duties or Levies

- (a) The Customer and/or the Assignor is liable to pay for any goods and services tax or other taxes or levies which as at the date of the Letter of Offer or at any date subsequent to the date of the Letter of Offer, is required by law (including the Goods and Services Tax Act 2014) or regulations, guidelines, decisions or directives issued under such laws (and shall include any amendments made to such laws, regulations, guidelines, decisions or directives) to be paid to anybody or authority having jurisdiction over the Bank, in respect of any moneys charged or incurred by the Bank, during the continuation of the Facilities and/or for so long as the Facilities or any part of it remains outstanding and unpaid. Unless otherwise stated by the Bank at any time, any fees and charges notified to the Customer and/or the Assignor are inclusive of any applicable goods and services tax at the prevailing rate. Where the Bank has stated otherwise, the Customer and/or the Assignor shall be liable to pay the applicable goods and services tax in addition to the Bank's fees and charges.
- (b) Any goods and services tax or other taxes or levies incurred by the Bank in relation to the Facilities and any other goods or services provided under the Facilities shall be borne by and charged to the Customer and/or the Assignor and in the event that the Bank shall effect any payment, the Customer and/or the Assignor shall be liable to reimburse the Bank for such amounts paid.

### 16.4 Waiver

- (a) Time will be the essence of this Assignment.
- (b) No failure or delay by the Bank in exercising, or any omission to exercise, any right, power, privilege or remedy accruing to the Bank upon

any default by the Customer and/or the Assignor will:

- (i) affect or impair any such right, power, privilege, or remedy;
  - (ii) be construed to be a waiver of such right, power, privilege, or remedy; or
  - (iii) an agreement to such default.
- (c) No waiver or action of the Bank in respect of any default or any agreement to any such default will affect or impair any of the Bank's rights, powers, privileges, or remedies in respect of any other or subsequent default.

#### **16.5 Suspense account and proof of debt**

- (a) The Bank can place and keep any money received under this Assignment in a non-income bearing suspense account for as long as the Bank thinks fit, without being obliged to use any part of it towards discharging any liability due or incurred by the Customer and/or the Assignor.
- (b) Regardless of such payment in the event of any proceedings in or analogous to bankruptcy or insolvency of the Customer 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.
- (c) After the Bank has received such ultimate balance in full, any claim on the part of the Customer and/or the Assignor to any excess or any security remaining with the Bank will be a matter of adjustment between the Bank and the Customer and/or the Assignor and/or any other person or persons laying claim to the same.

#### **16.6 Payment in gross**

- (a) All monies received from or on account of the Customer and/or the Assignor, from any other persons or estate, from the realisation of this Assignment or any security, or otherwise for the purpose of being applied in the reduction of the Customer's and/or the Assignor's account or of the monies covenanted to be paid under this Assignment, will be treated for all purposes as payments in gross, and not as appropriated or attributable to any specific part or item of the said monies covenanted to be paid, even if appropriated as such by the Bank.
- (b) All securities held by the Bank now or in future will be treated as security for the said general balance.
- (c) The Customer and/or the Assignor, his estate or any other persons deriving or claiming title under the Customer and/or the Assignor will have no claim to such security and any part or profit in such security, unless the Bank has received the full amount owing to the Bank by the Customer and/or the Assignor.

#### **16.7 Right of set-off**

- (a) The Bank can at any time after an Event of Default or in making a demand, regardless of any settlement of account or any other matter, combine or consolidate all or any of the Customer's and/or the Assignor's then existing accounts, including accounts in the Bank's name, or of the Customer and/or the Assignor jointly with others.
- (b) In addition, the Bank can, after giving seven (7) days' notice to the Customer, set-off or transfer any sum standing to the credit of any one or more such accounts in or towards satisfaction of any Indebtedness.
- (c) The Bank's right above is applicable to all accounts, whether current, deposit, financing, or of any other nature, whether subject to notice or not, in any currency, and wherever situated, including the Proceeds Account.
- (d) If any of the Customer's and/or the Assignor's liabilities are contingent, the Bank can set-off and transfer any sum standing to the credit of any of the Customer's and/or the Assignor's accounts towards the satisfaction of the Customer's and/or the Assignor's contingent liabilities.
- (e) If the Customer's and/or the Assignor's actual liabilities are less than the amount set-off by the Bank, the Bank will refund the surplus to the Customer and/or the Assignor.
- (f) Where a combination, set-off or transfer requires the conversion between currencies, the conversion will be calculated at the Bank's then prevailing spot rate of exchange (as fixed by the Bank at its absolute discretion) for purchasing the currency for which the Customer and/or the Assignor is liable.
- (g) Upon the issuance of the notice mentioned in Section 16.7(b), the Assignor and Customer agree that the Bank has the right to earmark or to place on hold any monies standing to the credit of all or any of the Assignor's and/or the Customer's accounts with the Bank prior to the setting-off, and the Assignor and/or the Customer will not be entitled to withdraw the monies without the Bank's prior written consent.

## 16.8 Change in Bank

The security, liabilities, and/or obligations created by this Assignment will continue to be valid and binding for all purposes, regardless of any transfer or assignment of the Bank's business, operations, assets, or liabilities, or any change by amalgamation, consolidation, reconstruction, or otherwise in the Bank's constitution, or of any company by which the Bank's business is carried on, and will be available by the company carrying on that business.

## 16.9 Change in the Customer and/or the Assignor

- (a) The security, liabilities, and/or obligations created by this Assignment will continue to be valid and binding for all purposes, regardless of any change (whether by bankruptcy, death, incorporation, amalgamation, liquidation, reconstruction, or otherwise) in the Customer's and/or the Assignor's name, style, constitution, or composition.
- (b) The expressions "the Customer" and "the Assignor" in this Assignment includes persons for the time being deriving title under the Customer and/or the Assignor respectively, and no change of any sort in relation to



or affecting the Customer and/or the Assignor will in any way affect the security, liabilities, and/or obligations created by this Assignment in relation to any transaction, whether past, present, or future.

#### **16.10 Assignment or transfer of Assignment**

- (a) The Bank can at any time at its absolute discretion and without notifying the Customer and/or the Assignor, assign all or any part of its rights, interests, and obligations in this Assignment, and/or transfer the benefit of this Assignment to any person or corporation.
- (b) The costs and expenses of the Bank and the assignee or transferee will be paid by the Customer and/or the Assignor.
- (c) Following such assignment or transfer, the assignee or transferee will assume and be entitled to the rights, interests, and obligations of the Bank in this Assignment as if the assignee or transferee had been a party to this Assignment in place of the Bank.
- (d) Any recital or statement in this Assignment of the amount due to the Bank under or by virtue of this Assignment will be conclusive and binding for all purposes against the Customer and/or the Assignor.

#### **16.11 Successors bound**

- (a) This Assignment will be binding on the Customer's and/or the Assignor's heirs, liquidators, receivers, personal representatives, and successors-in-title, and on the Bank's successors-in-title and assigns of the Bank.
- (b) The Customer and/or the Assignor cannot assign its rights or obligations under this Assignment.

#### **16.12 Severability**

If any of the provisions in this Assignment is or becomes invalid or unenforceable, the invalid or unenforceable provision is to be treated as not having been included in this Assignment, and will not affect the remainder of this Assignment, which will continue to be effective and in force.

#### **16.13 Other terms and conditions**

- (a) The terms and conditions in this Assignment will be in addition to and not in derogation of any specific agreement or arrangement with regard to each Facility now or from time to time existing between the Bank and the Customer, or any terms and conditions that may be specified in any letters (including letters of offer) given by the Bank to the Customer and/or the Assignor from time to time.
- (b) If there is any inconsistency between the provisions of this Assignment and the Facility Agreement, this Assignment will prevail to the extent of the inconsistency.

#### **16.14 Irrevocable right to debit account**



The Customer and/or the Assignor hereby agrees that without prejudice to any other rights and remedies of the Bank, the Bank shall have the right (without being obliged to) at any time without prior notice to debit the Customer's and/or the Assignor's current or other account or accounts with the Bank with all amounts due and payable to the Bank including but not limited to valuation fees, insurance premium/takaful contribution, fees, commissions, charges, cost and expenses referred to in Section 16.16 herein and all other monies due on the Facilities PROVIDED THAT no such debiting shall be deemed to be a payment of the amount due (except to the extent of any amount in credit in the Customer's and/or the Assignor's current or other account or accounts) or a waiver of any Event of Default under this Assignment or any other agreement relating to the Facilities. If such debiting causes the Customer's and/or the Assignor's accounts to be overdrawn and the Customer and/or the Assignor fail to regularize the accounts within the period as determined by the Bank, such amount shall be payable to the Bank upon demand.

#### **16.15 Statement by Bank**

A certificate signed by the Manager, Acting Manager, or any other officer by the Bank as to the monies or liabilities due, or owing to, or incurred by the Bank on account of the Customer and/or the Assignor will be conclusive evidence that the stated balance or amount is due or owing by the Customer and/or the Assignor for all purposes, including any legal proceedings.

#### **16.16 Costs**

- (a) The Customer and the Assignor will be liable to pay all fees and expense in connection with or incidental to this Assignment, including the Bank's solicitors' fees in connection with the preparation and execution of this Assignment and all related documents.
- (b) If any monies payable by the Customer and/or the Assignor under this Assignment and/or any part of the Rental Proceeds are required to be recovered by any legal process, or if any such monies are placed with solicitors for collection, the Customer and the Assignor will pay (in addition to the monies then due and payable under this Assignment) the Bank's solicitors fees (on a full indemnity basis) and any other fees and expenses incurred in respect of such collection.

#### **16.17 Currency Indemnity**

Unless otherwise specifically agreed in writing by the Bank in relation to the Facilities:

- (a) The obligation of the Customer and/or the Assignor shall be to pay the obligations or liabilities in the same currency in which the said obligations or liabilities are incurred ("Currency of Account").
- (b) Any amount received or recovered by the Bank in respect of any sums expressed to be due to it from the Customer and/or the Assignor under this Assignment and/or the Security Documents in a currency

("Relevant Currency") other than the Currency of Account (whether as a result of, or arising from the enforcement of, a judgement or order of court of any jurisdiction or the death or bankruptcy of the Customer and/or the Assignor or otherwise) shall only constitute a discharge to the Customer and/or the Assignor to the extent of the amount in the Currency of Account which the Bank is able, in accordance with its usual practice, to purchase with the Relevant Currency so received or recovered 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). If that amount in the Currency of Account purchased with the Relevant Currency is less than the amount of the Currency of Account expressed to be due to the Bank under this Assignment and/or the Security Documents, the Customer and/or the Assignor shall indemnify the Bank against any loss sustained by it as a result thereof. In any event, the Customer and/or the Assignor shall indemnify the Bank against the cost of making any such purchase.

#### **16.18 Independent payment obligations**

The Customer and/or the Assignor expressly agrees that each of its obligations to pay under this Assignment or the Security Documents:

- (a) constitute separate and independent obligations;
- (b) give rise to separate and independent causes of action;
- (c) apply regardless of any waiver or indulgence given by the Bank for any other obligation;
- (d) remain in full force and effect regardless of any judgment, order, claim or proof for a liquidated amount in respect of any other obligation; and
- (e) can be relied upon and enforced by the Bank independently or, together with, any other action under such obligations or under the Security Documents, and the Bank does not need to first use any other remedy available to the Bank.

#### **16.19 No proof in competition with the Bank**

- (a) Until all the Indebtedness is paid or discharged in full, the Assignor will not:
  - (i) claim any set-off or counterclaim against the Customer in respect of any liability from the Customer to the Assignor;
  - (ii) claim or prove in competition with the Bank in respect of any payment by the Customer; or
  - (iii) be entitled to claim or have the benefit of any set-off, counterclaim, payment, distribution, or security from or on account of the Customer.
- (b) This applies whether or not the Assignor pays off any sum recoverable under

this Assignment, or on any other ground.

#### **16.20 Assignor as principal debtor**

- (a) Although as between the Customer and the Assignor, the Assignor is a surety for the Customer, between the Assignor and the Bank, the Assignor is a principal debtor.
- (b) The Assignor and the Rental Proceeds will not be released at any time by any indulgence given to the Customer, or by any act, omission or thing which may release or discharge the Rental Proceeds or the Assignor's position as a surety for the Customer.

#### **16.21 Construction where the Customer and/or Assignor is not an individual person**

If the Customer's and/or the Assignor's name is that either of a firm, a limited company, or other corporation, committee, association or other unincorporated body, any of the provisions of this Assignment that are primarily and literally applicable to natural persons:

- (a) will be construed and take effect as if the Customer and/or the Assignor was an individual;
- (b) will bind all of the Customer's and/or the Assignor's assigns and successors-in-title; and
- (c) if the Customer and/or the Assignor is a firm, will bind the firm and every member of that firm carrying on business in the name of or in succession to the firm.

#### **16.22 Unincorporated body**

In addition to, and without affecting the other provisions of this Assignment, it is agreed that even though the Customer and/or the Assignor is a committee, an association, or other unincorporated body which has no legal existence, or which is under no legal liability to discharge obligations undertaken or purported to be undertaken by it or on its behalf, this security will be valid and have effect as though the Assignor were the principal debtor.

#### **16.23 Power to Obtain Financing and to Charge**

Where any monies are due and secured by this Assignment, they will be deemed to be so due and secured regardless of:

- (a) any legal limitation, incapacity or otherwise of the Customer in respect of the financing of the Facilities which might be a defence as between the Customer and the Bank;
- (b) the Assignor's power to enter into this Assignment; or
- (c) any legal limitation in the power of any director, attorney, partner, agent or other person purporting to act or acting on behalf of the Customer and/or the Assignor or any other irregularity in such borrowing or financing or incurring of such liabilities.

#### 16.24 Circumstances beyond the Bank's control

If the Bank is unable to perform any of its obligations under this Assignment, or carry out any operations or provide any service due to any reason beyond the Bank's control, including:

- (a) fire, earthquake, flood, epidemic, natural disaster, accident, riot, civil disturbances, industrial disputes, acts of terrorism, embargo, war, act of God;
- (b) any failure or disruption to telecommunications, internet, electricity, water, fuel supply; or
- (c) any circumstance in the nature of a force majeure (an unforeseeable event that prevents the Bank from performing its obligations under this Assignment or any Security Document),

the Bank will not be in any way liable for any failure of performance or for any inconvenience, loss, injury, and damages suffered or incurred by the Customer and/or the Assignor directly or indirectly as a result.

#### 16.25 Illegality

If the Bank deems that because of:

- (a) any change after the date of this Assignment in applicable law, regulation, or regulatory requirement; or
- (b) in the way any applicable law, regulation, or regulatory requirement is interpreted or applied by any relevant governmental or other authority,

it becomes unlawful for the Bank to comply with its obligations under this Assignment, or to continue to make available the Facilities granted to the Customer:

- (c) the Bank will notify the Customer, and following that notification the Facilities and the Bank's obligations under the Facilities will be suspended immediately; and
- (d) following such notification, the Customer must pay the Facilities to the Bank, and any other moneys then owing to the Bank by the Customer or under this Assignment will immediately become payable on demand by the Bank, together with all other amounts payable to the Bank on the date deemed necessary by the Bank to comply with the relevant law; and
- (e) the Bank will have no further obligations under the Facilities, which will be deemed cancelled.

#### 16.26 Data Protection

- (a) The Customer and the Assignor hereby confirm that they have received, read, understood and agreed to be bound by the Privacy Notice issued

by the Bank (which is available at the Bank's branches as well as at the Bank's website at [www.uob.com.my](http://www.uob.com.my)) and the clauses in this Assignment as may relate to the processing of their Personal Data. For the avoidance of doubt, the Customer and the Assignor agree that the said Privacy Notice shall be deemed to be incorporated by reference into this Assignment.

- (b) The Customer and the Assignor agree and consent that the Bank may transfer the Personal Data outside of Malaysia. All Personal Data held by the Bank and the Group will be accorded a reasonable level of protection against any loss, misuse, modification, unauthorised or accidental access or disclosure, alteration or deletion.
- (c) In the event the Customer and/or the Assignor provides Personal Data relating to third parties, including data relating to their next-of-kin and dependents (where the Customer and/or the Assignor is an individual) or data relating to their directors, shareholders, officers, individual guarantors and security providers (where the Customer and/or the Assignor is a corporation), for the purpose of the Facilities, the Customer and the Assignor:
  - (i) confirm that the Customer and the Assignor have obtained their consent or are otherwise entitled to provide this data to the Bank and for the Bank to use it in accordance with this Assignment and/or the Facilities;
  - (ii) undertake that the Customer and the Assignor have informed the said third parties to read the Privacy Notice at the Bank's website [www.uob.com.my](http://www.uob.com.my);
  - (iii) have informed the said third parties:-
    - A. that the Bank may collect or verify their personal and financial data with third party sources;
    - B. that the Bank may disclose their personal data to classes of third parties described in the Bank's Privacy Notice;
  - (iv) agree to ensure that the personal and financial data of the said third parties is accurate;
  - (v) agree to update the Bank in writing in the event of any material change to the said personal and financial data; and
  - (vi) agree to the Bank's right to terminate the Facilities should such consent be withdrawn by the said third parties.
- (d) Where the Customer and/or the Assignor instructs the Bank to effect any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including data relating to those involved in the said transaction) may be received from or sent abroad, where it could be accessible by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing the Bank and/or the Bank's agents to enter into any cross-border transaction on the Customer's and/or the Assignor's behalf, the Customer and the Assignor agree to the above said disclosures on behalf of the Customer and/or the Assignor and others involved in the said cross-border transaction.

- (e) Additionally, but always subject to any laws (including regulations, guidelines and/or obligations) applicable to the Bank or the Group (whether in or outside Malaysia), the Customer and the Assignor agree that the Bank and the Group, and the Bank's merchants and strategic partners may contact the Customer and/or the Assignor about products, services and offers, which the Bank believes may be of interest to the Customer and/or the Assignor or benefit the Customer and/or the Assignor financially. Notwithstanding the foregoing, the Bank will only disclose the Customer's and/or the Assignor's Personal Data (excluding data relating to the Customer's and/or the Assignor's affairs or account) to the Bank's merchants and strategic partners where the Customer's and/or the Assignor's express prior consent has been obtained.
- (f) The Customer and the Assignor may choose not to receive any direct marketing materials from the Bank or the Group by writing in to the Bank at Personal Financial Services, P.O. Box 13525, Menara UOB, Jalan Raja Laut, 50738 Kuala Lumpur (or such other address notified by the Bank) with the Customer's and/or Assignor's request and the Bank will abide by the Customer's and/or the Assignor's latest written instructions to the Bank.
- (g) The Customer and the Assignor acknowledge that certain communications such as statements of account and the Bank's websites contain standard information regarding the Bank's other products and services that cannot be removed without affecting the delivery/provision of the Bank's services and/or products, the operation of the Facilities and/or without imposing additional costs to the Customer and/or the Assignor.
- (h) The Customer and the Assignor are entitled to request in writing:
  - (i) for any information in relation to their respective Personal Data that the Bank holds or stores, upon payment of a prescribed fee;
  - (ii) for any information held or stored by the Bank to be updated, amended and/or corrected;
  - (iii) for the Bank to limit the processing of their respective Personal Data held or stored by the Bank; and
  - (iv) to make an enquiry or complaint in respect of the Bank's processing of their respective Personal Data.

For requests under (i) or (ii), the Customer and/or the Assignor may make a request to the Bank via the Bank's Data Access Request Form or Data Correction Request Form respectively. These forms are available at the Bank's branches as well as at the Bank's website at [www.uob.com.my](http://www.uob.com.my).

The Customer and the Assignor may direct all their requests to any of the Bank's branches or Customer Communications Management, UOB Call Centre, P.O. Box 11212, Menara UOB, Jalan Raja Laut, 50738 Kuala Lumpur.

The Bank may charge a fee for processing the Customer's and/or the Assignor's request for access or correction. The Bank may also refuse to comply with the Customer's and/or the Assignor's request in respect of

(i) or (ii) above if the information supplied by the Customer and/or the Assignor is insufficient (as determined by the Bank) or where such request may breach or violate any law or regulation or any other reason which the Bank deems not to be in the Bank's interest to do so. If the Bank refuses to comply with such request, the Bank will inform the Customer and/or the Assignor of the Bank's refusal and reason for the Bank's refusal.

- (i) The Customer and the Assignor are responsible for ensuring that the information they provide the Bank is accurate, complete and not misleading and that such information is kept up to date.
- (j) The Customer and the Assignor acknowledge that if the Customer and/or the Assignor subsequently withdraws the Customer's and/or the Assignor's consent to process the Customer's and/or the Assignor's Personal Data as given earlier to the Bank, as the Bank will not be able to process and/or disclose the Customer's and/or the Assignor's Personal Data in relation to the purposes set out in the Privacy Notice, the Bank will have the right to not provide or discontinue the provision of any product, service, account and/or facilities that is linked to such Personal Data.
- (k) The Bank reserves the right to amend this clause from time to time at the Bank's sole discretion and shall provide prior notification to the Customer and/or the Assignor in writing and place any such amendments on the Bank's websites or by placing notices at the banking halls or at prominent locations within the Bank's branches or by such other means of communication deemed suitable by the Bank.
- (l) This clause shall be without prejudice to any other clause in this Assignment which provides for the disclosure of data.

#### **16.27 Retention of Records**

The Customer and the Assignor agree that the Bank is not obligated to maintain any records of the Customer's account, including but not limited to the Security Documents, transaction documents, statements of account, correspondences or documents provided to the Bank by the Customer, the Assignor or any other third party, exceeding any retention period as set out under the Bank's internal policies, guidelines and procedures and/or as provided under any applicable laws or regulations of any country having jurisdiction over the Bank.

#### **16.28 Laws applicable**

This Assignment shall be governed by and interpreted in accordance with the laws of Malaysia and the Customer and/or the Assignor irrevocably agrees to:

- (a) submit to the non-exclusive jurisdiction of the Courts in Malaysia;
- (b) waive any objections on the suitability of venue, jurisdiction or any similar grounds;
- (c) consent to the service of Legal Process in any manner permitted by this Assignment and/or any applicable laws; and

- (d) be bound by any decision or conclusion related to Shariah matters pronounced or made by the Bank's Shariah Committee in respect of the Facilities.

#### **16.29 Compliance with court orders**

The Bank and the Group can act in any way they see fit, without consulting the Customer and/or the Assignor beforehand, if they are served with a court order issued by a court of any jurisdiction. The Customer and/or the Assignor agree not to hold the Bank or the Group liable for any loss or damage in connection with their actions.

#### **16.30 Stamping to secure additional Facilities**

This Assignment will secure the payment of the Indebtedness by the Customer and/or the Assignor to the Bank in respect of the Facilities as the ad valorem stamp duty paid and endorsed from time to time on the original of the principal instruments described in the Second Schedule together with profit and all other monies payable by the Customer and/or the Assignor under this Assignment.

The Customer and/or the Assignor will pay all fees and expenses incurred in connection with the further stamping of this Assignment, including the Bank's solicitors' fees (on a solicitor and client basis).

- End of Page -



**Notice to Third Party Assignors**

1. By signing this document, you may be liable instead of or as well as the Customer for all monies due and owing by the Customer to the Bank from time to time.
2. You are advised to seek independent legal advice before signing this document.

Signed by the parties on the day and year stated in Section 1 of the First Schedule.

**Assignor**

\*Signed by the Assignor )  
in the presence of: )

\*The Assignor's common seal )  
was affixed to this document )  
in the presence of: )

.....  
Director

.....  
Director/Secretary

**Bank**

Signed for and on behalf of )  
the Bank by its Attorney )  
in the presence of: )

\*Delete wherever inappropriate

ATTESTATION

I,  
An Advocate and Solicitor of the High Court of [\*\*] practicing at hereby certify that on  
this day of the Common seal of [\*\*\*] was duly affixed to the above written  
instrument in my presence in accordance with the regulations of the said Company.

Witness my hand this day of

Advocate & Solicitor

**FIRST SCHEDULE**

**Section 1: Date of this Assignment:**

**Section 2: Particulars of the Assignor:**

**Section 3: Place of business of the Bank:**

**Section 4: Particulars of the Property\*:**

\*Please include particulars of accessory parcels, if any.

## **SECOND SCHEDULE**

(Pursuant to Section 16.30 of the Assignment)

### **STAMP DUTY ENDORSEMENT**

1. For the purpose of Section 4(3) of the Stamp Act, 1949, this Assignment will be deemed to be the \*Principal/Subsidiary/Collateral/and Substitute Instrument.

\*2. The following instruments:

together with all other charges, documents and agreements created or to be created in favour of the Bank to secure the Facilities granted or to be granted to the Customer by the Bank from time to time on which ad valorem stamp duty has been and will be paid, shall for the purpose of Section 4(3) of the Stamp Act, 1949, be deemed to be the Principal Instrument(s).

\*3 For the purpose of Section 4(3) of the Stamp Act, 1949, the following agreements \*is/are the \*Principal Instrument(s)/Subsidiary Instrument(s):

("the Existing Assignments"), and it is agreed and declared by the Customer and the Assignor that the Facilities are granted by the Bank to the Customer upon the terms and subject to the conditions, stipulations, covenants, undertakings, representations and warranties contained in this Assignment in place of the terms and conditions in the Existing Assignments, and that this Assignment will be the substitute instrument.

\*Delete wherever inappropriate

### **THIRD SCHEDULE**

(Pursuant to Section 3.3 of the Assignment)

(On the letterhead of the Assignor)

Date :

To : *[Name and address of the relevant Tenant]*

Dear Sirs,

**Notice of Assignment relating to the Tenancy Agreement dated [ ] made between me/us and you ("the Tenancy Agreement") in respect of the tenancy of all that [description of Unit]**

1. I/We refer to the Tenancy Agreement.
2. I/We hereby give you notice that by a Deed of Assignment (Rental Proceeds) (the "Assignment") dated the        day of        , 20        made between me/us and UNITED OVERSEAS BANK (MALAYSIA) BHD. (Company No. 271809-K) of *[place of business of Bank]* ("the Bank"), I/we assigned absolutely unto the Bank the full and entire of my/our benefits, rights, title and interest in and to and under any and all rentals, service charges, maintenance charges and any other proceeds and/or other payments which may at any time be receivable by or payable to me/us from you under or in connection with the Tenancy Agreement, whether on account of any claims, awards and judgments made or given under or in connection with the Tenancy Agreement or otherwise howsoever ("Rental Proceeds") as security for Islamic facilities granted by the Bank to *\*{me/us/[name of Customer]}*.
3. Under the provisions of the Assignment and I/we hereby irrevocably instruct you as follows:
  - (i) You are hereby directed to pay and remit all rentals, service charges, maintenance charges and any other proceeds and/or other payments as referred to in Paragraph 2 above (as and when they become due and payable) falling due and payable to me/us under the Tenancy Agreement into my/our account vide Account No. [        ] with UNITED OVERSEAS BANK (MALAYSIA) BHD. (Company No. 271809-K) or such other account prescribed by the Bank (the "said Account") on the basis that I/we shall have no further rights to any such payment once it is duly credited into the said Account.



## **FOURTH SCHEDULE**

(Pursuant to Section 2.2 of the Deed of Assignment dated [ ])

All terms referred to in this Fourth Schedule will have the same meaning as the terms in the above Deed of Assignment (“Assignment”).

This Fourth Schedule forms part of the Assignment, and the Assignor confirms and agrees that the Facilities secured by the Assignment will include the facilities agreed to be granted or granted from time to time to the Customer listed below, and the Customer confirms and agrees to be jointly and severally bound by all the terms and conditions, stipulations, undertakings, covenants, representations and warranties in the Assignment.

### **1 Particulars of the Customer**

Name:

NRIC No.:

Address:

### **2 Amount secured by the Assignment**

Dated

**Bank**

Signed for and on behalf of )  
the Bank by its Attorney )  
in the presence of: )

**Customer**

\*Signed by the Customer )  
in the presence of: )

\*Signed by )  
)  
)  
for and on behalf of )  
the Customer )  
in the presence of )

\*The Customer's common seal )  
was affixed to this document )  
in the presence of: )

.....  
Director

.....  
Director/Secretary

\*Delete wherever inappropriate



**Assignor**

\*Signed by the Assignor )  
in the presence of: )

\*Signed by )  
)  
)  
for and on behalf of )  
the Assignor )  
in the presence of )

The Assignor's common seal )  
was affixed to this document )  
in the presence of: )

.....  
Director

.....  
Director/Secretary

\*Delete wherever inappropriate

**FOURTH SCHEDULE**

(Pursuant to Section 2.2 of the  
Deed of Assignment dated )

All terms referred to in this Fourth Schedule will have the same meaning as the terms in the above Deed of Assignment ("Assignment").

This Fourth Schedule is a supplemental agreement to the Assignment, and the Assignor confirms and agrees that the Facilities secured by the Assignment will include the facilities agreed to be granted or granted from time to time to the Customer listed below, and the Customer including the limited liability partnership confirms and agrees to be jointly and severally (save for limited liability partnership) bound by all the terms and conditions, stipulations, undertakings, covenants, representations and warranties in the Assignment.

**1 Particulars of the Customer**

Name:

NRIC No.:

Address:

**2 Amount secured by this Assignment**

Dated

**Bank**

Signed for and on behalf of )  
the Bank by its Attorney )  
in the presence of: )

**Customer**

\*Signed by the Customer )  
in the presence of: )

\*Signed by )  
)  
)  
for and on behalf of )  
the Customer )  
in the presence of )

\*The Customer's common seal )  
was affixed to this document )  
in the presence of: )

.....  
Director

.....  
Director/Secretary

\*Delete wherever inappropriate

**Assignor**

\*Signed by the Assignor )  
in the presence of: )

\*Signed by )  
 )  
 )  
for and on behalf of )  
the Assignor )  
in the presence of )

The Assignor's common seal )  
was affixed to this document )  
in the presence of: )

.....  
Director

.....  
Director/Secretary

\*Delete wherever inappropriate

**FOURTH SCHEDULE**

(Pursuant to Section 2.2 of the Deed of Assignment dated )

All terms referred to in this Fourth Schedule will have the same meaning as the terms in the above Deed of Assignment ("Assignment").

This Fourth Schedule is a supplemental agreement to the Assignment, and the Assignor confirms and agrees that the Facilities secured by the Assignment will include the facilities agreed to be granted or granted from time to time to the Customer listed below, and the Customer including the limited liability partnership confirms and agrees to be jointly and severally (save for limited liability partnership) bound by all the terms and conditions, stipulations, undertakings, covenants, representations and warranties in the Assignment.

**1 Particulars of the Customer**

Name:

NRIC No.:

Address:

**2 Amount secured by this Assignment**

Dated

**Bank**

Signed for and on behalf of )  
the Bank by its Attorney )  
in the presence of: )

**Customer**

\*Signed by the Customer )  
in the presence of: )

\*Signed by )  
)  
)  
for and on behalf of )  
the Customer )  
in the presence of )

\*The Customer's common seal )  
was affixed to this document )  
in the presence of: )

.....  
Director

.....  
Director/Secretary

\*Delete wherever inappropriate

**Assignor**

\*Signed by the Assignor )  
in the presence of: )

\*Signed by )  
)  
)  
for and on behalf of )  
the Assignor )  
in the presence of )

The Assignor's common seal )  
was affixed to this document )  
in the presence of: )

.....  
Director

.....  
Director/Secretary

\*Delete wherever inappropriate