

DATED THIS DAY OF

BETWEEN

CIMB BANK BERHAD
[Company No. 13491-P]

AND

SUPPLEMENTAL DEED OF ASSIGNMENT

THIS SUPPLEMENTAL DEED OF ASSIGNMENT is made the day and year as stated in **Section 1 of the Schedule** hereto

BETWEEN

CIMB BANK BERHAD [Company No. 13491-P] a company incorporated in Malaysia pursuant to the Companies Act 1965 and licensed under the Financial Services Act 2013 having its registered address at Level 13, Menara CIMB, Jalan Stesen Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur and its place of business at Level 20, Menara Bumiputra Commerce, No. 11, Jalan Raja Laut, 50350 Kuala Lumpur (hereinafter called "**the Bank**") of the one part;

And

The Party whose name, description and address are stated in **Section 2 of the Schedule** (hereinafter referred to as "**the Assignor**") of the other part.

WHEREAS

- (a) Pursuant to the agreement(s) of the date(s) as stated in **Section 3 of the Schedule** (hereinafter referred to as "**the Existing Agreement**"), the Bank at the Assignor's request, had agreed to grant and make available or had granted or made available to the person described in the Existing Agreement, banking and/or credit facilities up to the principal amount described therein (hereinafter referred to as "**the Existing Facilities**") subject to the terms and conditions contained therein.
- (b) By a Deed of Assignment dated the day and the year specified in **Section 4 of the Schedule** (hereinafter referred to as "**the Deed of Assignment**"), the Assignor as the legal and beneficial owner of all that parcel of premises/land which is more particularly referred to in the Deed of Assignment (hereinafter referred to as "**the said Property**") assigned all its rights, title and interest in and to the said Property [*whether acquired by virtue of a sale and purchase agreement and/or any other agreement and/or contract by which the Assignor acquired any rights and/or interest in the said Property or otherwise collectively referred to as with "**Principal Agreement**", with full benefit granted thereby, all stipulations therein contained, and all remedies for enforcing the same to the Bank*] as security for the repayment of Existing Facilities together with interest and all other monies payable thereon and also the due observance and performance of all the agreements, terms, conditions, covenants, stipulations and undertakings on the part to be observed and performed as contained in the Existing Agreement.

- (c) By another facility agreement dated the day and the year specified in **Section 5(a) of the Schedule** (hereinafter referred to as “**New Facilities Agreement**”), the Bank has agreed to grant new and/or additional banking facilities and/or credit facilities or other accommodation more particularly provided for in the New Facilities Agreement (hereinafter referred to as “**the New and/or Additional Facilities**” and as specified in **Section 5(b) of the Schedule**) to the person(s) described in **Section 5(c) of the Schedule** (hereinafter referred to as “**the Borrower**” and where the Assignor and the Borrower are the same parties, the expression “the Borrower” and shall be used interchangeably with the expression “the Assignor”) on the terms and conditions therein contained and upon the security of this Supplemental Deed of Assignment.

NOW THIS DEED WITNESSETH as follows:-

1. In consideration of the Bank agreeing to make available and continuing to make available New and/or Additional Facilities to the Borrower, the Assignor hereby confirms and covenants that notwithstanding anything mentioned to the contrary in the Deed of Assignment, the assignment by the Assignor of all its rights, title and interest in and to the Property under the Principal Agreement to the Bank pursuant to the Deed of Assignment shall continue to secure the repayment of the Existing Facilities together with interest and all monies whatsoever payable thereon in accordance with the terms of the Existing Agreement(s) and in addition thereto shall also secure the repayment of the New and/or Additional Facilities together with all interest and all monies whatsoever payable thereon and the due observance and performance of all the agreements, terms, conditions, covenants, stipulations and undertakings on the part of the Borrower to be observed and performed as contained in the New Facilities Agreement.
2. It is hereby agreed that this Supplemental Deed of Assignment is supplemental to the Deed of Assignment. Subject only to the provisions contained herein, all the terms and conditions of and powers and remedies set out in the Deed of Assignment shall remain in full force and effect and shall be read and construed and be enforceable as if the terms and conditions of this Supplemental Deed of Assignment were inserted therein.
3. The security created under this Supplemental Deed of Assignment is expressly declared to be a continuing security (notwithstanding any intermediate payment or settlement of accounts) for the due payment to the Bank of all such monies and liabilities hereby agreed to be paid or intended to be hereby secured including any expenses and charges arising out of or in connection with the acts or matters referred to in this Supplemental Deed of Assignment together with interest thereon and is to be in addition to and without prejudice to any other security which the Bank may now or

subsequently hold in respect of such monies and liabilities. The Bank may at any time and without further reference to the Assignor give up, deal with, vary, exchange or abstain from perfecting or enforcing any other such security or securities at any time and discharge any part or any of them and realize such security or securities or any of them as the Bank may think fit without in any way affecting or prejudicing the security given hereunder.

4. By a power of attorney of the date described in **Section 6 of the Schedule** and duly registered in the High Court of Malaya, the Assignor appointed the Bank or any person authorised by the Bank for the time being as attorney of the Assignor and in the Assignor's name and on the Assignor's behalf to deal with the Property upon the provisions therein contained (hereinafter called the "Power of Attorney"). In consideration of the Bank granting the Borrower the New and/or Additional Facilities, the Assignor hereby irrevocably and unconditionally agrees, confirms and declares that all power and rights of the Bank contained in the Power of Attorney shall subsist, extend and be made available to the Bank in respect of the New and/or Additional Facilities together with all interest and all monies whatsoever payable thereon and the reference to the terms "the Facilities" and "the Agreements" in the Power of Attorney shall be deemed to be a reference to "the Existing Facilities and the New and/or Additional Facilities" and "the Agreements and this Supplemental Deed of Assignment" respectively.

5. Miscellaneous

(a) All fees, costs and expenses incurred hereunder by the Bank including any expenditure incurred in the creation, enforcement and/or preparation of this Supplemental Deed of Assignment or in the giving of any notice or in the making of any demand under pursuant to or in respect of this Supplemental Deed of Assignment (including the Bank's solicitors' fees on a solicitor and client basis) and the stamp duty and fees to which this Supplemental Deed of Assignment is subject to and all other monies whatsoever paid by the Bank shall on demand be payable by the Assignor to the Bank, and if remaining unpaid shall be debited to the Assignor's account with the Bank or to a disbursement/suspense account to be opened by the Bank for the purpose and are secured hereunder and all covenants and provisions contained in this Supplemental Deed of Assignment and all powers and remedies conferred by law or by this Supplemental Deed of Assignment in relation to the principal sum and interest thereon shall apply.

(b) This Supplemental Deed of Assignment shall be binding upon the heirs, personal representatives and permitted assigns of the Assignor and on the successors in title and assigns of the Bank.

- (c) All notices required to be served under this Supplemental Deed of Assignment shall be in writing and shall be sufficiently served on the Bank by being left at its registered office for the time being and on the Assignor if it is left at the usual or last known place or residence or at the address stated and unless specified otherwise the said notice if sent by ordinary mail shall be deemed to be made when the letter would in the ordinary course of post be determined. Any notice given by the Bank including any notice of demand for monies loaned or advanced by the Bank to the Assignor may be signed on behalf of the Bank by a director, general manager, manager, assistant manager, or by any other officer of the Bank or by any solicitors of firm of solicitors purporting to act on behalf of the Bank.
- (d) The Assignor hereby irrevocably authorizes the Bank to disclose any information relating to this Supplemental Deed of Assignment to any parties liable to settle such of the Assignor's indebtedness and/or the providers of other security now held or to be held by the Bank and to any credit bureau or government agencies established by Bank Negara Malaysia or the Association of Banks of Malaysia.
- (e) In this Supplemental Deed of Assignment unless there is something in the subject or context inconsistent with such construction or unless it is otherwise expressly provided:-
- (i) Words importing the masculine gender includes the feminine and neuter genders and vice versa;
 - (ii) Words in the singular includes the plural and words in the plural include the singular; and
 - (iii) Words and expressions defined in the Deed of Assignment, when used or referred to in this Supplemental Deed of Assignment, shall bear the same meaning as that provided for in the Deed of Assignment;
 - (iv) Where there are two or more persons included or comprised in the expression "the Assignor(s)", all agreements, covenants, stipulations and undertakings herein are deemed to be made by or binding upon such persons jointly and severally; and
 - (v) The Schedule hereto shall form an integral part of this Supplemental Deed of Assignment and shall be read and construed as an integral part thereto.
- (f) It is hereby agreed and declared that this Supplemental Deed of Assignment, the New Facilities Agreement and the other security documents (if any) are instrument employed in one transaction to secure all monies or liabilities including interest and expenses chargeable as may now or at any time and from time to time hereafter be due and owing under the New Facilities Agreement thereon within the meaning of Section 4(3) of the

Stamp Act 1949, and for the purpose of the said Section, the New Facilities Agreement is deemed to be the primary or principal instrument and this Supplemental Deed of Assignment and the other security documents (if any) are deemed to be auxiliary or secondary instruments.

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AS WITNESS the hands of the Attorney of the Bank and the Assignor the day and year first above written.

Signed for and on behalf of)
CIMB BANK BERHAD (13491-P))
by its Attorney in the presence of:-)

Signed by the abovenamed Assignor)
in the presence of:-)

AUTHENTICATION CLAUSE

I, _____ an Advocate and Solicitor of the High Court of Malaya practising at _____, hereby certify that the signature(s) of the abovenamed Assignor was/were written in my presence on this _____, and is, to my own personal knowledge, the true signature(s) of _____ who has/have acknowledged to me that he/she/they is/are of full age and that he/she/they has/have voluntarily executed this instrument.

Witness my hand,

[N.B. The Authentication Clause in this Supplemental Deed of Assignment is only applicable to West Malaysia. For Sabah and Sarawak, to insert the applicable authentication clause and amend/delete “duly registered in the High Court of Malaya” stated Clause 4 of this Supplemental Deed of Assignment.]

SCHEDULE

(which is to be taken, read and construed as an essential part of this Supplemental Agreement)

| Section | Matter | Particulars |
|----------------|---|--------------------|
| 1. | Date of this Supplemental Deed of Assignment | |
| 2. | Name, description and address of the Assignor | |
| 3. | Date of the Existing Agreement | |
| 4. | Date of the Deed of Assignment | |
| 5. | (a) Date of New Facilities Agreement | |
| | (b) Description of New and/or Additional Facilities | |
| | (c) Name, description and address of the Borrower | |
| 6. | Date of Power of Attorney | |

FOR 3rd PARTY ASSIGNMENT ONLY

I, _____, being the Borrower named in this Supplemental Deed of Assignment, hereby unconditionally agree and consent to the terms herein, agree and covenant to be bound by the terms herein, and further covenant to procure the compliance of such terms.

.....
Borrower :
(NRIC No.: