

DATED THIS DAY OF

BETWEEN

CIMB BANK BERHAD
[197201001799 (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**

BETWEEN

CIMB BANK BERHAD [197201001799 (13491-P)] with its registered address at Level 13, Menara CIMB, Jalan Stesen Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur (the “**Bank**”),

and

the party described in **Section 2 of the Schedule** (the “**Assignor**”).

WHEREAS:

- (a) Pursuant to a facility agreement or agreements of the date or dates stated in **Section 3 of the Schedule** below (the “**Existing Facility Agreement**”), the Bank agreed to make available certain banking facilities (the “**Existing Facilities**”) to the parties described in **Section 5(c) of the Schedule** (the “**Borrower**”) who is named as borrower in the Existing Facility Agreement.
- (b) By a Deed of Assignment of the date stated in **Section 4 of the Schedule** (the “**Deed of Assignment**”), the Assignor, as the legal and beneficial owner of the property more particularly described in the Deed of Assignment (the “**Property**”), assigned all its rights, title, benefits and interests in and to the Property to the Bank as security for the:
 - (i) repayment of the Indebtedness (as defined in the Existing Facility Agreement); and
 - (ii) performance by the Borrower of all the terms and conditions in the Existing Facility Agreement.
- (c) By a further facility agreement of the date stated in **Section 5(a) of the Schedule** below (the “**New Facility Agreement**”), the Bank has agreed to grant new and/or additional banking facilities as specified in **Section 5(b) of the Schedule** on terms and conditions set out in the New Facility Agreement (the “**New/Additional Facilities**”) to the Borrower 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 the New/Additional Facilities available to the Borrower, the Assignor as the legal and beneficial owner of the Property, expressly confirms and covenants that the Deed of Assignment (as supplemented by this Supplemental Deed of Assignment) will:
 - (i) continue to secure the repayment of the Existing Facilities together with all interest and monies payable in relation to the Existing Facilities; and
 - (ii) secure (A) the repayment of the New/Additional Facilities together with all interest and monies payable in relation to the New/Additional Facilities, and (B) the due observance and performance by the Borrower of all the terms, conditions and covenants to be observed and performed by the Borrower, as contained in the New Facility Agreement.
- 2. The Deed of Assignment and this Supplemental Deed of Assignment must be read and construed as one document, and this Supplemental Deed of Assignment is to be construed as being supplemental to the Deed of Assignment. As such, all the terms and conditions in the Deed of Assignment (except where

supplemented by this Supplemental Deed of Assignment) shall continue to be applicable and remain in full force and effect.

3. By a power of attorney of the date described in **Section 6 of the Schedule** below and duly registered with the High Court of Malaya or the High Court of Sabah and Sarawak (as applicable), the Assignor appointed the Bank and each person authorised by the Bank for the time being, to be the (i) attorney of the Assignor and (ii) to deal with the Property in the Assignor's name and on the Assignor's behalf according to the provisions of such power of attorney (the "**Power of Attorney**"). In consideration of the Bank granting the Borrower the New/Additional Facilities, the Assignor irrevocably and unconditionally agrees, confirms and declares that all powers and rights of the Bank contained in the Power of Attorney will subsist, extend and be made available to the Bank as though the Assignor had expressly issued the Power of Attorney to secure the New/Additional Facilities and as though the New/Additional Facilities had been expressly referred to in the Power of Attorney from the outset. Any reference to the term the "**Facility**" in the Power of Attorney will be deemed to include a reference to the New/Additional Facilities, and any reference to the "**Agreements**" will be deemed to include a reference to Supplemental Deed of Assignment respectively.
4. Miscellaneous
 - (a) The Assignor must, on demand, pay the Bank all fees, costs and expenses incurred by the Bank in connection with this Supplemental Deed of Assignment, including any expenditure incurred:
 - (i) in the creation, enforcement or preparation of this Supplemental Deed of Assignment;
 - (ii) in the giving of any notice; or
 - (iii) in the making of any demand,pursuant to 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).
 - (b) It is expressly agreed and declared that this Supplemental Deed of Assignment, the New Facility Agreement and the other security documents (if any) are instruments employed in one transaction to secure all monies or liabilities (including interests and expenses chargeable as may now or at any time in future be due and owing under the New Facility Agreement) and for the purpose of Section 4(3) of the Stamp Act 1949, the New Facility 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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SCHEDULE

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

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

SIGNED BY the Attorney of the Bank and the Assignor the day and year written above.

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

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

I, _____, being the Borrower named in this Supplemental Deed of Assignment, hereby unconditionally agree and consent to be bound by the terms and conditions of this Supplemental Deed of Assignment (to the extent I may lawfully be bound by and perform such terms and conditions), and further covenant to procure that the Assignor complies with such terms and conditions.

Signed by the Borrower)
in the presence of:-)