

Summary Changes

1) Deed of Assignment – Property

No	Provision	Original clause prior to review	Revised Clause
1.	10.3 No liability for involuntary loss	The Bank will not be liable to the Assignor for any direct or indirect loss or any involuntary loss incurred or suffered by the Assignor due to or as a result of or arising from the exercise by the Bank of any of its rights, powers or remedies under or in connection with this Assignment or by operation of law or custom or otherwise. In particular, the Bank is not obliged to obtain the true or best market value of the Property.	The Bank will shall not be liable to the Assignor for any direct or indirect loss or any involuntary loss incurred or suffered by the Assignor due to or as a result of or arising from the exercise by the Bank of any of its rights, powers or remedies under or in connection with this Assignment or by operation of law or custom or otherwise save and except where such loss or damage is directly caused by the negligence or wilful default of the Bank . In particular, the Bank is not obliged to obtain the highest or best market value of the Property.

2) Deed of Assignment – Rental Proceed

No	Provision	Original clause prior to review	Revised Clause
1.	2.2.2 Demand by Bank	(b) the Assignor must also pay the Bank interest on the demanded amount until full payment, which will be calculated (both before and after any court order) at the Default Rate and in accordance with the Bank's usual practice from time to time (or otherwise in such manner as the Bank may from time to time decide in its discretion). This interest is payable and must be paid by the Assignor to the Bank even after any court order or judgment is or has been obtained by the Bank, and even if the banker-customer relationship between the Bank and the Borrower or between the Bank and the Assignor has or may have ceased or been terminated.	(b) the Assignor must also pay the Bank interest on the demanded amount until full payment, which will be calculated (both before and after any court order) at the Default Rate and in accordance with the Bank's usual practice from time to time (or otherwise in such manner as the Bank may from time to time in its discretion according to its policies). This interest is payable and must be paid by the Assignor to the Bank even after any court order or judgment is or has been obtained by the Bank, and even if the banker-customer relationship between the Bank and the Borrower or between the Bank and the Assignor has or may have ceased or been terminated.

2.	3.2 Notice of assignment and irrevocable payment instructions to be given to Tenants	<p>3.2.2 However, instead of giving a Notice of Assignment & Payment Instructions to a Tenant as mentioned above:-</p> <p>(a) the Assignor may provided it has first obtained the Bank's prior written consent for this purpose (which may be given or refused by the Bank as it deems fit in its absolute discretion), give to that Tenant within the time frame stated in <u>Clause 3.2.3</u>, written irrevocable instructions (without giving express notice of the assignment by the Assignor under this Deed in favour of the Bank) to pay to the Designated Account, all present and future Rental Proceeds payable by that Tenant as and when the same is or becomes due for payment (defined in <u>Clause 1.1</u> as "Written Payment Instructions"). Each Written Payment Instructions must be in the form set out in <u>Schedule 3B</u> or such other form acceptable to the Bank in its absolute discretion; and</p>	<p>3.2.2 However, instead of giving a Notice of Assignment & Payment Instructions to a Tenant as mentioned above:-</p> <p>(a) the Assignor may provided it has first obtained the Bank's prior written consent for this purpose (which may be given or refused by the Bank as it deems fit in absolute discretion accordance to its policies), give to that Tenant within the time frame stated in <u>Clause 3.2.3</u>, written irrevocable instructions (without giving express notice of the assignment by the Assignor under this Deed in favour of the Bank) to pay to the Designated Account, all present and future Rental Proceeds payable by that Tenant as and when the same is or becomes due for payment (defined in <u>Clause 1.1</u> as "Written Payment Instructions"). Each Written Payment Instructions must be in the form set out in <u>Schedule 3B</u> or such other form acceptable to the Bank in its absolute discretion; and</p>
3.	3.2 Notice of assignment and irrevocable payment instructions to be given to Tenants	<p>3.2.4 The Assignor shall not be entitled to revoke, withdraw, cancel, amend or in any way change or modify any Notice of Assignment & Payment Instructions or any Written Payment Instructions without the prior written consent of the Bank (which may be given or refused by the Bank as it deems fit in its absolute discretion).</p>	<p>3.2.4 The Assignor shall not be entitled to revoke, withdraw, cancel, amend or in any way change or modify any Notice of Assignment & Payment Instructions or any Written Payment Instructions without the prior written consent of the Bank (which may be given or refused by the Bank as it deems fit in accordance to its policies. its absolute discretion).</p>

4.		<p>3.2.5 If the Assignor does not give to any Tenant any Notice of Assignment & Payment Instructions or Written Payment Instructions (as the case may be) and deliver to the Bank a copy of the same signed by that Tenant within the time frame stated or mentioned in <u>Clause 3.2.3</u>, then in addition and without prejudice to any other rights or remedies of the Bank, the Bank shall be entitled immediately or at any later time as the Bank may deem fit and without any further or prior notice to or any concurrence of the Assignor, to give to that Tenant written notice of the assignment by the Assignor under this Deed in favour of the Bank, as well as instructions to that Tenant to pay or remit to the Designated Account or any other account(s) as the Bank may in its absolute discretion decide and specify, the whole or any part or parts of all present and future Rental Proceeds payable by that Tenant as and when the same is or</p>	<p>3.2.5 If the Assignor does not give to any Tenant any Notice of Assignment & Payment Instructions or Written Payment Instructions (as the case may be) and deliver to the Bank a copy of the same signed by that Tenant within the time frame stated or mentioned in <u>Clause 3.2.3</u>, then in addition and without prejudice to any other rights or remedies of the Bank, the Bank shall be entitled immediately or at any later time as the Bank may deem fit according to its policies and without any further or prior notice to or any concurrence of the Assignor, to give to that Tenant written notice of the assignment by the Assignor under this Deed in favour of the Bank, as well as instructions to that Tenant to pay or remit to the Designated Account or any other account(s) as the Bank may in its absolute discretion decide and specify, the whole or any part or parts of all present and future Rental Proceeds payable by that Tenant as and when the same is or</p>
5.	11.3 No liability for involuntary loss	<p>The Bank will not be liable to the Assignor for any direct or indirect loss or any involuntary loss incurred or suffered by the Assignor due to or as a result of or arising from the exercise by the Bank of any of its rights, powers or remedies under or in connection with this Deed or by operation of law or custom or otherwise. In particular, the Bank is not obliged to take any steps or action to enforce payment of, or recover, any Rental Proceeds (or any part thereof) from any Tenant or otherwise to exercise or enforce any of the Assigned Rights.</p>	<p>The Bank will shall not be liable to the Assignor for any direct or indirect loss or any involuntary loss incurred or suffered by the Assignor due to or as a result of or arising from the exercise by the Bank of any of its rights, powers or remedies under or in connection with this Deed or by operation of law or custom or otherwise save and except where such loss or damage is directly caused by the negligence or wilful default of the Bank. In particular, the Bank is not obliged to take any steps or action to enforce payment of, or recover, any Rental Proceeds (or any part thereof) from any Tenant or otherwise to exercise or enforce any of the Assigned Rights.</p>

6	15 Modification Indulgence	&	<p>(b) terminate, cancel, increase, reduce, renew, extend, reinstate, add, substitute, convert, restructure or otherwise vary howsoever any Facility or any other loan or financing, credit or banking facility concerned;</p> <p>(c) terminate, novate, amend, vary or supplement, or depart from, the Facilities Agreement or any other agreement, security document or other document now or from time to time in the future executed (whether by the Borrower, the Assignor or any surety, guarantor or other person) in favour of the Bank for or relating to all or any or any part of the Secured Liabilities</p> <p>(d) vary, extend, renew, release, discharge, compromise, exchange or deal with any lien or any security or guarantee or any right or remedy which the Bank may now or at any time in the future have from or against the Borrower, the Assignor or any surety, guarantor or other person for or relating to all or any or any part of the Secured Liabilities</p>	<p>(b) with prior notice, terminate, cancel, increase, reduce, renew, extend, reinstate, add, substitute, convert, restructure or otherwise vary howsoever any Facility or any other loan or financing, credit or banking facility concerned;</p> <p>(c) with prior notice, terminate, novate, amend, vary or supplement, or depart from, the Facilities Agreement or any other agreement, security document or other document now or from time to time in the future executed (whether by the Borrower, the Assignor or any surety, guarantor or other person) in favour of the Bank for or relating to all or any or any part of the Secured Liabilities according to its policies;</p> <p>(d) with prior notice, vary, extend, renew, release, discharge, compromise, exchange or deal with any lien or any security or guarantee or any right or remedy which the Bank may now or at any time in the future have from or against the Borrower, the Assignor or any surety, guarantor or other person for or relating to all or any or any part of the Secured Liabilities according to its policies;</p>
7.	23.1 Authorisation for Bank to carry out credit checks & obtain information		<p>(a) to carry out credit checks and/or verify credit or other information on or relating to the Assignor provided by or on behalf of the Assignor to the Bank at any time or from time to time (whether before the date of this Deed or from time to time in the future), with any third parties such as the Central Credit Bureau, the Central Credit Reference Information System, Dishonoured Cheques Information System and/or any other bureau or agency from time to time established or approved by Bank Negara or registered and licensed under the Credit Reporting Agencies Act 2010 or any other applicable laws relating to the provision of credit reporting services or other similar or related services to financial institutions; and</p>	<p>(a) to carry out credit checks and/or verify credit or other information on or relating to the Assignor provided by or on behalf of the Assignor to the Bank at any time or from time to time according to its policies (whether before the date of this Deed or from time to time in the future), with any third parties such as the Central Credit Bureau, the Central Credit Reference Information System, Dishonoured Cheques Information System and/or any other bureau or agency from time to time established or approved by Bank Negara or registered and licensed under the Credit Reporting Agencies Act 2010 or any other applicable laws relating to the provision of credit reporting services or other similar or related services to financial institutions; and</p>