

**DEED OF ASSIGNMENT**

KNOW ALL MEN BY THESE PRESENTS:

That I/We \_\_\_\_\_, of legal age, with residence and postal address at \_\_\_\_\_ hereinafter collectively referred to as "**the ASSIGNOR**", for and in consideration of a financial accommodation/loan in the principal sum of \_\_\_\_\_ ( \_\_\_\_\_ ), \_\_\_\_\_ Currency, granted to, \_\_\_\_\_, hereinafter referred to as "**the DEBTOR**", jointly and severally, by **BANCO DE ORO UNIVERSAL BANK**, a banking institution referred to hereinafter as "**the ASSIGNEE**", receipt of the proceeds whereof is hereby acknowledged, hereby cede, transfer, convey and deliver unto **ASSIGNEE**, its successors or assigns \_\_\_\_\_ denominated deposit/s or placement/s as represented by \_\_\_\_\_ (or as hereinafter renewed, extended, amended or substituted) together with the funds covered thereby, it being understood that the **ASSIGNEE** has the full and absolute control of said deposit/s / placement/s.

Upon the non-fulfillment by the **ASSIGNOR/DEBTOR** of any of the conditions of these deed and the correlative promissory note/s, which form/s an integral part of this assignment by reference., the **ASSIGNEE** is fully authorized and empowered to apply said deposit/s or placement/s for the purpose of liquidating the financial accommodation/loan either partially or totally. This assignment covers any and all other indebtedness now and hereafter owing at any time by the **DEBTOR** to the **ASSIGNEE** either individual or collectively, of whatever kind and nature, either absolute or contingent, direct or indirect, principal or secondary, as may appear in the accounts, books and records of the **ASSIGNEE**, any renewal/s or extension/s thereof including renewal of this obligation, and the payment of attorney's fees and other charges until the same are completely paid.

Entirely for my/our convenience, the **ASSIGNOR** hereby delegates to the **ASSIGNEE** the authority to implement for and in behalf of the **ASSIGNOR**, the renewal of the deposit/s or replacement/s herein assigned at its maturity, subject to the conditions that (i) the yield shall not be less than that which the **ASSIGNEE**, in the ordinary course of business, indiscriminately offers its clients for the placement of amounts comparable to the amount of the deposit/s / placement/s herein assigned and for equivalent maturities, and (ii) each renewal or extension of the assigned deposit/s / placement/s shall be for the period of 30 to 90 days. Except for gross negligence or conduct amounting to fraud, the **ASSIGNOR** hereby undertakes to hold the **ASSIGNEE** free and harmless from liability for any action taken on the basis of and within the framework of this power of attorney, and hereby ratifies and confirms all that the **ASSIGNEE** may do or cause to be done pursuant thereto and hereto.

Should the deposit/s or placement/s assigned herein be renewed, the renewed deposit/s or placement/s shall be automatically ceded, transferred, delivered and conveyed unto the **ASSIGNEE** without the necessity of a new writing therefor under the same terms and conditions specified above and in the promissory note/s. The **ASSIGNOR** renounces and quitclaims all rights and actions which he/she /they may be accorded by the legal provisions affected or to be affected by the authorization herein given.

The **ASSIGNEE** reserves the right to require additional securities in the event that the collateral given, in the sole judgment of the **ASSIGNEE**, is substantially impaired. Otherwise, the **ASSIGNEE** may declare the whole financial accommodation/loan due and demandable.

Pursuant to Central Bank Circular Nos. 1102 and 1135, the **ASSIGNOR** hereby waive/s his/her/its/their rights under Republic Act No. 1405, as amended, relative to the confidentiality of bank deposits.

IN WITNESS WHEREOF, the **ASSIGNOR**, (and the **DEBTOR**, in case of third-party-loan), has/have hereunto signed this deed at \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_.

\_\_\_\_\_ **Assignor**

\_\_\_\_\_ **Debtor**

signed in the presence of:

\_\_\_\_\_

\_\_\_\_\_

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES ) S.S.  
 )

BEFORE ME, on this day of \_\_\_\_\_ at the locality above mentioned, personally appeared:

<u>NAME</u>	<u>COMPETENT EVIDENCE OF IDENTITY</u>	<u>PLACE / DATE ISSUED</u>
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known to me and to me known to be the same person(s) who executed the foregoing instrument and acknowledged to me that the same is his/her/their own free and voluntary act and deed as well as that of the corporation represented.

WITNESS MY HAND AND NOTARIAL SEAL on the date and at the place above mentioned.

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2\_\_\_\_\_.