

**SCHEDULE 2
FORM OF NOTICE OF ASSIGNMENT**

Date:

By Fax and Registered Mail

From:

To:

Cc: Bank of Sharjah PJSC

Dear Sirs,

Re: [Insert description of the relevant Contract] (the "Contract[s]")

1. We hereby give you notice that pursuant to the Assignment Agreement dated ("Assignment") made between ourselves and Bank of Sharjah PJSC (the "Bank"), we have assigned to the Bank all our rights, title and interest in and to the Contract including all our rights, title and interest to demand and receive payment in respect of the Contract.

Account No.:

IBAN No.:

Bank's Name:

2. We will remain liable to perform all obligations imposed on us under the Contract and none of the Bank, its agents, any receiver, administrator or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.
3. You are authorised and instructed (without requiring further approval from us) to provide the Bank with such information relating to the Contract as it may from time to time request.
4. You need not be concerned to enquire whether any power which the Bank, its agents, any receiver, administrator or any other person purports to exercise has become exercisable or as to how any money paid to the Bank is to be applied.
5. We will remain entitled to exercise all of our rights under the Contract and you should continue to give notices under the Contract to us, until such time as the Bank provides you written notification that an [Event of Default] has occurred (the "Enforcement Notice"). Thereafter all rights in respect of the Contract will be exercisable by the Bank and notices under the Contract should be given to the Bank or as it directs.
6. These instructions may not be revoked without the prior written consent of the Bank.
7. Please sign and return the enclosed copy of this notice to the Bank (with a copy to us) to confirm (by way of undertaking in favour of the Bank) that:
 - (a) you agree to the terms of this notice and to act in accordance with its provisions;
 - (b) you consent to the assignment referenced above; and

- (c) you shall continue to deal with us in relation to the Contract until such time as the Bank provides you with an Enforcement Notice after which time you agree that all the powers, remedies and rights that are vested in ourselves in relation to the Contract shall vest in the Bank and will be executable by the Bank to the exclusion of ourselves.

This notice and any non-contractual obligations arising out of or in connection with it are governed by the laws of the Emirate of [Sharjah], and to the extent applicable in the Emirate of [Sharjah], the federal laws of the United Arab Emirates.

Yours faithfully,

SIGNED by

for and on behalf of

**SCHEDULE 3
FORM OF CONSENT TO ASSIGNMENT**

By Fax and Registered Mail

To:

Email:

For the attention of

Re: [Insert description of the relevant Contract] (the "Contract")

We refer to the above Notice of Assignment dated _____ and hereby consent to the Assignment dated _____ entered into between _____ and Bank of Sharjah (the "**Bank**") and further acknowledge, consent and agree to comply with the terms of the Notice of Assignment and confirm that we shall pay all amounts payable by us in respect of the Contract in accordance with the above mentioned Notice of Assignment.

Yours faithfully,

For and on behalf of

Name:

Title:

Date: