



**POWER OF ATTORNEY**

**TO**

**UNITED OVERSEAS BANK (MALAYSIA) BHD.  
(Company No. 271809 K)**

**BY**

**PA-Debenture**

**POWER OF ATTORNEY**

**A POWER OF ATTORNEY** given this \_\_\_\_\_ day of \_\_\_\_\_  
by \_\_\_\_\_

and having its registered office at \_\_\_\_\_

("the Issuer" which expression shall include its successor-in-title).

**WHEREAS:**

A. This Power of Attorney is made pursuant to a debenture (the "Debenture") bearing the same date as this Power of Attorney made between the Issuer of the one part and **UNITED OVERSEAS BANK (MALAYSIA) BHD.** (Company No. 271809 K) (hereinafter referred to as the "Bank" which expression shall include its successor in title and assign) of the other part wherein the Issuer charged to the Bank:-

- (i) by way of a **first fixed charge** over:-
  - (a) all those immovable properties of the Issuer both present and future and shall include all buildings and fixture (including trade fixture) from time to time on any such properties;
  - (b) all the plant, machinery, vehicles, office equipment, computers and office and other equipment of the Issuer, both present and future (excluding stock in trade of the Issuer) wheresoever situate, together with all accessories and parts, fuels and tools pertaining thereto now or hereafter or from time to time acquired by the Issuer;
  - (c) all stocks share bonds and securities of any kind whatsoever whether marketable or otherwise and all other interests including but not limited to loan capital of the Issuer both present and future in any company firm consortium or entity wheresoever situate including all allotments accretions offers rights benefits and advantages whatsoever at any time accruing offered or arising in respect of or incidental to the same and all stocks shares rights monies or property accruing thereto or offered at any time by way of conversion redemption bonus preference option or otherwise in respect thereof;
  - (d) all book and other debts revenues and claims both present and future (including things in action which may give rise to a debt revenue or claim) due or owing or which may become due or owing to or purchased or otherwise acquired by the Issuer and

the full benefit of all rights and remedies relating thereto including but not limited to any negotiable or non-negotiable instruments guarantees indemnities debentures legal and equitable charge and other security reservation of proprietary rights, right of tracing lines and all other rights and remedies of whatsoever nature in respect of the same;

(e) the uncalled capital goodwill and all patents patent applications trade-marks trade names registered designs and copyrights and all licenses and ancillary and connected rights relating to the intangible property both present and future of the Issuer;

(ii) by way of a **first floating charge** over the undertaking and all other property assets and rights of the Issuer whatsoever and wheresoever both present and future including but not limited to the stocks in trade of the Issuer wheresoever situate (which is or may be from time to time while this Debenture is in force) comprised in the property and undertaking of the Issuer and in the premises, the Charged Assets in Recital A(i) above (if and in so far as the charges thereon herein contained shall for any reason be ineffective as fixed charges).

B. Expressions used herein and not otherwise defined herein shall bear the same meaning as in the Debenture. Words importing the singular number include the plural number and vice versa. Words importing the masculine gender include feminine and neuter genders and vice versa.

**NOW THIS INSTRUMENT WITNESSETH** that in consideration of the premises the Issuer hereby irrevocably appoints jointly and severally:-

1. Any and every Receiver and or Manager or Receivers and or Managers appointed pursuant to the Debenture as the attorney or attorneys of the Issuer (with full power to appoint substitutes and to sub-delegate, including power to authorise the person so appointed to make further appointments, in both cases, with regard to all or any part of the Charged Assets) for and on behalf of the Issuer and in the name of the Issuer or otherwise, to execute, seal, deliver and perfect any deed, assurance, agreement or instrument or to do anything or perform any act which may be required or may be deemed proper for any of the purposes set out in the Debenture in any manner whatsoever and to do all things as fully and effectually as the Issuer could do itself.
2. The Manager or Acting Manager or any authorised officer of the Bank for the time being and from time to time as the attorney or attorneys of the Issuer (with full power to appoint substitutes and to delegate, including power to authorise the person so appointed to make further appointments, in both cases, with regard to all or any part of the Charged Assets) for and on the Issuer's behalf and in the name of the Issuer or otherwise, to execute, seal, deliver and perfect any deed, assurance, agreement or instrument or to do anything or perform any act which may be required or may be deemed proper for the purposes set out in the

Debenture in any manner whatsoever and to do all things as fully and effectually as the Issuer could do itself.

AND the Issuer also agrees and undertakes at all times hereafter to ratify and confirm whatsoever the attorney or their attorney or attorneys and their respective substitutes shall lawfully do or cause to be done by virtue of the power given by this Power of Attorney.

AND the Issuer further agrees and undertakes at all times hereafter to indemnify and keep the attorney or their attorney or attorneys and their respective substitutes indemnified against all actions proceedings costs expenses claims and demands which may be taken incurred or suffered by the attorney or their attorney or attorneys and their respective substitutes arising from the execution of or exercise of any power granted by this Power of Attorney or from anything done or caused to be done by the attorney or their attorney or attorneys and their respective substitutes by virtue of the power given by this Power of Attorney.

AND the Issuer further declares that the attorney or their attorney or attorneys and their respective substitutes shall not be held responsible or liable to the Issuer for any loss or damage howsoever and whatsoever arising as a result of any act or omission of the attorney or their attorney or attorneys and their respective substitutes in the execution of or exercise of any power granted by this Power of Attorney or arising from anything done or caused to be done by the attorney or their attorney or attorneys and their respective substitutes by virtue of the power given by this Power of Attorney.

AND the Issuer hereby declares that the powers and authority hereby conferred are given for valuable consideration and shall remain irrevocable for so long as the Debenture shall remain valid and subsisting.

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