



POWER OF ATTORNEY

BY

TO

**UNITED OVERSEAS BANK (MALAYSIA) BHD.
(Company No. 199301017069 (271809-K))**

Multi-Option Facilities

POWER OF ATTORNEY

By **A POWER OF ATTORNEY** given this day of , 20

(hereinafter referred to as "the Donor" which expression shall include its/his/their successors-in-title, estate, heirs and personal representatives, where applicable).

WHEREAS this Power of Attorney is made pursuant to a Letter of Offer dated the day of , 20 and any supplemental letters of offer (hereinafter collectively referred to as "the Letter of Offer") issued or from time to time issued by **UNITED OVERSEAS BANK (MALAYSIA) BHD.** (Company No. 199301017069 (271809-K)), a company incorporated in Malaysia and having its place of business at

(hereinafter referred to as "the Bank" which expression shall include its successors-in-title and assigns) to

(hereinafter referred to as "the Borrower" which expression shall include its/his/their successors-in-title, estate, heirs and personal), wherein in consideration of the Donor creating or agreeing to create an absolute assignment (hereinafter referred to as "the Assignment") or a legal charge or charges under the provisions of the National Land Code, 1965 or the Land Ordinance (Sabah Cap. 68) or the Land Code (Sarawak Cap. 81), as the case may be (hereinafter referred to as "the Land Code", which expression shall include any statutory amendment, modification, re-enactment or substitution thereof) in favour of the Bank (hereinafter referred to as "the Charge(s)") over

and all other building(s) and structure(s) from time to time erected thereon (hereinafter collectively referred to as "the Property" which expression shall where the context so requires include any part or parts of the Property) and, in the case of the Assignment, over any rights, interests, title and benefits therein or in any sale and purchase agreements, deeds of assignment and/or deeds of reassignment in relation thereto, the Bank agrees in-principle to grant or make available or continue to grant or make available to the Borrower and the Borrower agrees to accept from the Bank the banking facility(ies) more particularly described in the Letter of Offer (hereinafter referred to as "the Facility(ies)") upon the terms and conditions therein contained.

NOW THIS INSTRUMENT WITNESSETH that in consideration of the premises the Donor hereby irrevocably appoints the Bank and any manager, assistant manager or other officer of the Bank (from time to time duly appointed or designated by the Bank for such purpose, the certificate of the Bank of such appointment or designation shall be final and conclusive) and his or their substitute or substitutes as the attorney or attorneys of the Donor (hereinafter called "the Attorney") for the Donor and jointly and severally in its/his/their own name or names or in the name of the Donor and on the Donor's behalf and as the Donor's acts and deeds to do and execute the following acts and deeds or any of them at such time and in such manner as the Attorney shall think fit:-

- (1) to charge the Property or any part thereof and/or upon issuance of separate documents of title and/or strata titles for the Property or any part of thereof to charge the Property or such part thereof evidenced by such separate documents of title and/or strata titles to and in favour of the Bank, whether by way of a legal charge or charges under the provisions of the Land Code and/or by way of a fixed charge or charges under a debenture or debentures, and whether in addition to and/or in substitution of the Assignment or the Charge(s), and whether to secure the same amounts secured by the Assignment or the Charge(s) and/or any or all other amounts whatsoever or howsoever owing or payable or due from the Borrower and/or the Donor to the Bank (whether such liability be arising from or in relation to the Facility(ies) and/or any variation, substitution, conversion, reduction, revision, restructuring and/or redrawing of the Facility(ies) or any part thereof from time to time effected or permitted by the Bank, and whether such liability be present or future, actual or contingent, primary or secondary, collateral, secured or unsecured, several or joint) under any other account or accounts of whatsoever nature, agreement or contract or guarantee or otherwise with the Bank and all other amounts secured by any other charge created by the Borrower and/or the Donor in favour of or vested in the Bank, such legal charge(s) and/or debenture(s) to be prepared at the cost of the Donor and to contain all such terms and conditions for the benefit of the Bank as the Bank may require, and to do all whatsoever acts and execute all whatsoever documents to register, perfect and give effect to such legal charge(s) and/or debenture(s) which the Attorney may deem necessary;
- (2) in the event that the Donor has created the Assignment in favour of the Bank, to upstamp the Assignment and/or to extend the security created by the Assignment to secure, in addition to the amounts secured by the Assignment, any or all other amounts whatsoever or howsoever owing or payable or due from the Borrower and/or the Donor to the Bank (whether such liability be arising from or in relation to the Facility(ies) and/or any variation, substitution, conversion, reduction, revision, restructuring and/or redrawing of the Facility(ies) or any part thereof from time to time effected or permitted by the Bank, and whether such liability be present or future, actual or contingent, primary or secondary, collateral, secured or unsecured, several or joint) under any other account or accounts of whatsoever nature, agreement or contract or guarantee or otherwise with the Bank and all other amounts secured by any other charge created by the Borrower and/or the Donor in favour of or vested in the Bank, the document(s) for and relating to such upstamping and/or extension of the Assignment to be prepared at the cost of the Donor and to contain all such terms and conditions for the benefit of the Bank as the Bank may require, and to do all whatsoever acts and execute all whatsoever documents to register, perfect and give effect to such the document(s) for and relating to such upstamping and/or extension of the Assignment which the Attorney may deem necessary;
- (3) to inspect and/or enter into and/or take possession of and/or get in the Property or any part thereof and all documents or other indicia of title therefor or relating thereto and for that purpose, to take any proceedings in respect of or relating to

or affecting the Property or any part thereof as may seem expedient to the Attorney;

- (4) to sell, assign, transfer or agree or concur in selling, assignment of and/or transfer of (whether by public auction or private treaty or otherwise and obtaining only when and where necessary, the leave of the Court) the Property or any part thereof or any building from time to time erected thereon or any space therein at such price and upon such terms and conditions but subject to such conditions as the Attorney shall think fit and to vary any contract for such sale and to resell without being answerable for any loss thereby occasioned;
- (5) to lease, let out, hire or license or concur in leasing, letting out, hiring or licensing the Property or any part thereof or any building from time to time erected thereon or any space therein and to accept or concur in accepting any surrender of any leases, tenancies or licenses upon such terms and conditions as the Attorney deems fit;
- (6) to make any arrangement or compromise which the Attorney shall think expedient in respect of the Property or any part thereof or any building from time to time erected thereon or any space therein;
- (7) to make and effect all repairs renewals and any improvements of or to the Property or any part thereof or any building from time to time erected thereon;
- (8) to take out, maintain, renew, increase or decrease all insurance on or in respect of the Property or any part thereof or any building from time to time erected thereon or any space therein for such risks and on such terms as the Attorney deems appropriate;
- (9) to deal with the Property or any part thereof or any building from time to time erected thereon or any space therein in any other manner whatsoever;
- (10) to appoint solicitors, brokers, receivers, managers, real estate agents, other agents, officers, servants and workmen for any of the aforesaid purposes at such fees, salaries or remuneration, for such periods and upon such terms and conditions as the Attorney may determine and to dismiss them;
- (11) to demand, sue for and receive from any person all sale proceeds, rentals, fees, costs, expenses, other sums, right or property that may become due to the Donor in respect of the Property or any part thereof or any building from time to time erected thereon or any space therein;
- (12) to give valid receipts, releases and other proper and sufficient discharge and acquiescences for all moneys received;
- (13) to bring take defend prosecute discontinue or compromise any actions suits or proceedings whatsoever civil or criminal in relation to the Property or any part thereof;
- (14) to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which the Donor may or can lawfully do;
- (15) to execute, sign, seal, deliver, perfect, perform and enforce all agreements, deeds, documents, instruments and/or assurances which may be proper or desirable for any of the aforesaid purposes, and to agree to any amendment, variation, termination or repudiation thereof or thereto;

- (16) generally to carry out or cause or authorise to be carried out any transaction, scheme or arrangement whatsoever whether similar or not in the foregoing in relation to the Property or any part thereof or any building from time to time erected thereon or any space therein which the Attorney may consider expedient as effectually as if the Attorney were solely and absolutely entitled thereto;
- (17) to apply for any certificate license permission approval or consent required under any Act ordinance regulations or by laws made by any competent or appropriate authority in respect of any of the aforesaid purposes;
- (18) generally to exercise all rights and privileges and perform all duties which now or hereafter may appertain to the Donor as beneficial owner in relation to the Property;
- (19) to appoint or remove any substitute Attorney or Attorneys; and
- (20) to do and perform all whatsoever acts matters and things necessary or expedient for the registration of this instrument and/or which may be required or may be deemed proper for any of the foregoing provisions as fully and effectually as the Donor could do itself/himself/themselves;

AND the Donor hereby declares that the powers and authority hereby conferred are given for valuable consideration and that this Power of Attorney shall be irrevocable so long as any amount shall be or remain outstanding, due, owing or payable by the Borrower and/or the Donor to the Bank (whether such liability be arising from or in relation to the Facility(ies) and/or any variation, substitution, conversion, reduction, revision, restructuring and/or redrawing of the Facility(ies) or any part thereof from time to time effected or permitted by the Bank, and whether such liability be present or future, actual or contingent, primary or secondary, collateral, secured or unsecured, several or joint);

AND the Donor hereby further declares that neither the Bank nor the Attorney shall be held responsible or liable to the Donor for any loss or damage howsoever and whatsoever arising as a result of any act, neglect, omission or negligence of the Attorney in the execution of this instrument and any matter or thing in relation thereto and the Donor shall keep each of the Bank and the Attorney indemnified against all fees (including but not limited to legal fees on a solicitor and client basis), costs, expenses and charges which the Attorney may incur in the exercise of the powers aforesaid;

AND the Donor hereby further declares that all and every receipt(s), deed(s), matter(s) and thing(s) which shall be by the Attorney given, made, executed or done for the aforesaid purposes shall be as good, valid and effectual to all intents and purposes whatsoever as if the same had been signed, sealed, delivered, given or made or done by the Donor;

AND the Donor hereby undertakes at all times to ratify all whatsoever the Attorney shall lawfully do or cause to be done in or concerning the premises by virtue of this Power of Attorney.

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IN WITNESS WHEREOF the Donor has hereto affixed its Common Seal.

The Common Seal of)
)
)
was hereto affixed in the)
presence of:-)

.....
Director

.....
Director/Secretary

CERTIFICATE OF AUTHENTICATION

I, _____ an advocate and
solicitor of the High Court of *Malaya/Borneo practising at _____
hereby certify that on this _____ day of _____, 20 _____ the Common
Seal of _____

was duly affixed to the within written instrument in my presence in accordance with the
regulation of the said Company.

Dated this _____ day of _____, 20 _____

Witness my hand,

**Delete wherever inappropriate
@To delete this page if Donor is an individual*

IN WITNESS WHEREOF the Donor has hereto set his/their hands.

SIGNED SEALED AND)
DELIVERED by the said)
Donor in the presence of:-)

CERTIFICATE OF AUTHENTICATION

I, _____ an advocate and
solicitor of the High Court of *Malaya/Borneo practising at _____

hereby certify that on the signature(s) of the donor(s) abovenamed was/were written in
my presence on this _____ day of _____, 20____ and is, to my own
personal knowledge the true signature(s) of _____

who has/have acknowledged to me that he/they is/are of full age and that he/they
has/have voluntarily execute this instrument.

Dated this _____ day of _____, 20____

Witness my hand,