



POWER OF ATTORNEY

TO

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

BY

POWER OF ATTORNEY

A POWER OF ATTORNEY given on the day and year stated in Section 1 of the First Schedule by the party named and described in Section 2 of the First Schedule (hereinafter called the "Donor").

WHEREAS:-

- I. By an agreement bearing the date stated in Section 3 of the First Schedule ("Facilities Agreement") made between **UNITED OVERSEAS BANK (MALAYSIA) BHD.** (Company No. 199301017069 (271809-K)), a company incorporated in Malaysia having a place of business stated in Section 4 of the First Schedule ("Bank") and the Donor, the Bank agreed subject to the terms and conditions therein the Facilities Agreement, to grant and continue to grant to the Donor the Banking Facilities upon the terms and conditions stated in the Facilities Agreement
- II. It is a term of the Facilities Agreement that the Donor grants this Power of Attorney to the Bank whereupon the Donor is to appoint the Bank as its attorney to, inter alia, deal with and to complete the proposed development described in Section 5 of the First Schedule ("Project") on the land described in Section 6 of the First Schedule ("Land").
- III. As one of the conditions precedent to the disbursement and/or further disbursement by the Bank of the Banking Facilities or any part thereof and in pursuance to the terms of the Facilities Agreement, the Donor executes this Power of Attorney upon the terms and conditions hereinafter appearing.

All expressions used in this Power of Attorney shall, unless otherwise defined herein or the context otherwise requires, have the meaning assigned to such expressions by the Facilities Agreement.

NOW THIS POWER OF ATTORNEY WITNESSETH that in consideration of the Bank agreeing to grant to the Donor the Banking Facilities or any part of the same upon the terms and conditions in the Facilities Agreement, the Donor hereby appoints the Bank and its officers in charge for the time being and/or any person nominated in writing under the hand of any officer of the Bank and his/their substitute or substitutes as the Donor's true and lawful attorney or attorneys (with full power to appoint substitutes and to sub-delegate, including power to authorise the person so appointed to make further appointments), for and on behalf of the Donor and in the Donor's name or otherwise, to execute, seal, complete, sign, transfer and deliver or otherwise perfect and do any and/or all of the following:-

1. To sell, transfer, assign, lease, let or to deal with the Units in the Project in such manner and upon such terms and conditions as the Attorney shall deem fit and for this purpose, to sign, endorse and execute all receipts, cheques, releases,

discharges, reconveyance, or other deeds or documents whatsoever that may be necessary or usual in the circumstances;

2. To pay out of any monies including the proceeds of sale of the Units in the hands or under the control of the Attorney, to settle any redemption sum payable for the Units and all costs and expense which may be made by the Attorney or other expenses that may be incurred in relation to the redemption and discharge, sale and transfer of the Units;
3. To carry out all or any of the undertakings below (“Undertakings”):-
 - 3.1 to sell, transfer, assign, lease, let or to deal with any of the Units in such manner and upon such terms and conditions as the Attorney shall deem fit, including to continue with the development of the Project or to proceed with the planning and design for the development of the Land, including:-
 - 3.1.1 to appoint a contractor at the Attorney’s absolute discretion to proceed and complete the entire Project in the event we default in repayment of all or any of the Banking Facilities or any event of default shall have occurred and/or if the Bank is of the view (which shall be final) that the contractor and/or the Donor is/are unable to complete the Project for any reason whatsoever;
 - 3.1.2 to deal with all those consultants, contractors and suppliers, whether appointed and/or contracted by the Donor or otherwise in the development or in any manner connected with the Project on the Land and to discharge, terminate or rescind all and any contracts remaining outstanding or not completed;
 - 3.1.3 to make and sign all applications or such other documents as may be necessary to the relevant authority for obtaining the approvals of the relevant authority of all drawings and plans required for the construction, development and completion of the Project;
 - 3.1.4 to apply for, renew and maintain all permissions, consents, licenses, certificates, approvals, permits, and other permissions required for the development/completion of the Project and to appeal against any refusal of and/or the terms and conditions imposed or levied under any of such permissions, consents, licenses, certificates, approvals, permits, and other permissions;
 - 3.1.5 to apply to the relevant authorities on any matters concerning the conversion of any category of land use, the amendment or deletion of any express conditions of the land, building, development and completion on the Land of the Project;
 - 3.1.6 to apply for all approvals and licences, including developer’s licence and sale & advertising permits for the Project under such laws as may be required for the purpose;

- 3.1.7 to advertise, market and sell all the Units within the Project at the then prevailing market prices or such price as is acceptable to the Attorney or as the Attorney shall deem fit and:-
- (i) to demand, sue for and receive from any End-Purchasers any sum of money payable under the SPA as and when the same shall be payable;
 - (ii) to sign, endorse and execute all receipts, cheques, releases, discharges, reconveyance, or other deeds or documents whatsoever that may be necessary or usual in the circumstances;
 - (iii) to exercise in the Attorney's discretion all or any powers or rights which may be exercised by the Donor as the vendor of units under the Project and all rights, benefits and entitlements as the contracting party to the SPA and to do all acts and things which the Donor may do under or in respect of the SPA;
- 3.1.8 to terminate or rescind, if necessary, such SPA upon the occurrence of any event of default by the End-Purchasers and to re-sell and re-open for sale such units available for sale arising from such termination or rescission;
- 3.1.9 to sign and to issue to the End-Purchasers and their end-financiers in respect of the Units the relevant notices of assignment in relation to any assignment executed in favour of the Attorney, whether as lender or otherwise;
- 3.1.10 to comply with all terms and conditions for the utilisation of any credit facilities granted to the Donor and continue to maintain and operate all the Donor's accounts with the Donor's financiers in respect of the Project, including the redemption of all such units sold by utilising payments made by the End-Purchasers and/or their financiers;
- 3.1.11 to maintain and operate the Project Account in accordance with the provisions of any applicable law, rules and regulations, to withdraw from the Project Account for payment to such parties, including the Attorney as the Bank under any applicable law, rules and regulations;
- 3.1.12 to sell any units in the Project available for sale by the Donor, to enter into the relevant SPA with the End-Purchasers, to give and deliver the relevant consents, undertakings and confirmations in respect of any assignments by or reassignments to the End-Purchasers and/or their financiers and to transfer the individual subdivided titles/strata titles to the individual End-Purchasers upon its issuance;
- 3.1.13 to observe, perform and comply with and give effect to any contracts remaining outstanding entered into between the Donor and the

contractors, the consultants, suppliers and such other parties in relation to the development of the Land and the Project;

3.1.14 to construct or cause to be constructed within the Land all and any facilities and amenities required, including but not limited to car parks, playing fields, street lamps, culverts, surface water and sewerage drains, electricity subs station, water supply pipelines, telephone services and all other infrastructure as required by the relevant authority and to manage and maintain the same until the relevant authority take over the management and maintenance of the same;

3.1.15 to observe and perform all covenants and obligations to be performed by the Donor under the SPA with End-Purchasers and comply with such other applicable rules, regulations and law for the time being governing developers including:-

(i) the execution of a valid and registrable memorandum of transfer in respect of the individual subdivided issue documents of title to the units sold to End-Purchasers, their nominees or permitted assigns upon issuance of the individual subdivided issue documents of title to the said units; and

(ii) the provision of all property management and maintenance services, including refuse collection, cleaning of public drains and grass cutting and the like as are required under the SPA and such deeds of mutual covenants, if any executed between the Donor and the End-Purchasers.

3.1.16 to apply for and secure the issuance of individual subdivided issue documents of title or strata title to each and every of the units within the Project; and

3.1.17 to negotiate the terms of agreements with the owners/occupiers of neighbouring property for the release of rights of way, light and air or otherwise and the extinguishment of interests in over or with respect to the Land, as the case may be, to the extent that such rights and interests would be infringed by the development on the Land or would prevent or impede the carrying out or progress of the development on the Land or its use and enjoyment;

3.2 In addition to or in the course of carrying out the Undertakings, to do all or any of the following as the Donor is permitted to do:-

3.2.1 to sell, transfer, assign, lease, let or to deal with the Land or any portion thereof and/or any of the units in the Project in such manner and upon such terms and conditions as the Attorney shall deem fit and for such purpose, to sign and execute all such contracts, transfers, assignments, deeds and other writing and do all such other acts as may be necessary for effectually transferring the Land or the portion or such units sold;

- 3.2.2 to receive and give valid discharges for the purchase price or interest or other monies payable for or in respect of or arising from the sale of the Land or the portion or such units in the Project and for this purpose, to sign, endorse and execute all receipts, cheques, releases, discharges, re-conveyance, or other deeds or documents whatsoever that may be necessary or usual in the circumstances;
- 3.2.3 to pay out of any monies in the hands or under the control of the Attorney, including the proceeds of sale, any redemption sum payable for any of the units in the Project, all costs and expense which may be made by the Donor and/or the Attorney or other expenses that may be incurred in relation to the redemption and discharge, sale and transfer of the Land or any portion thereof or the units sold and to give security for the payment of the same;
- 3.2.4 to sign, seal, deliver, execute and perfect all and any document and instrument as may be required to be signed, sealed, delivered, executed and perfected by the Donor and/or the Attorney, including those under or pursuant to the SPA, the Project Account and the development/construction, supply and other contracts outstanding;
- 3.2.5 to commence, prosecute, defend and/or compromise or settle any proceedings in connection with the enforcement of the Undertakings or any part thereof in any court or tribunal in any jurisdiction, including under any SPA, the Project Account and the development/construction, supply and other contracts outstanding;
- 3.2.6 to settle, compromise and arrange or to submit to arbitration or valuation all accounts and disputes arising out of any of the Undertakings;
- 3.2.7 to instruct on behalf of the Donor, any professional, including solicitor(s), surveyor, accountant, valuer and other persons to act and to give such professionals as is appointed pursuant to the provisions of this Power of Attorney the power to act on or behalf in all matters arising under the Land and the Project, including but not limited to matters concerning and/or relating to the development of the Land and the Project and the Project Account;
- 3.2.8 to accept in the Donor's name service of process or any notice required to be served on the Donor under or in relation to the Project, the SPA, the Project Account and the contracts outstanding and to consent or submit to or appeal against any judgment or order in any such suit, action or proceedings;
- 3.2.9 to defend all legal proceedings brought by or against the Donor in connection with the SPA, the Project Account and the contracts outstanding; and

- 3.2.10 to consent to any alteration, modification or variation of the terms of the SPA, the Project Account and the contracts outstanding as the Attorney shall deem fit;
- 3.3 To observe, perform and discharge all the Undertakings and all the terms of the SPA, the Project Account and the contracts outstanding to be observed, performed and discharged by the Donor;
- 3.4 To disclose to any person or party who may be concerned with the exercise of the powers granted by and the terms of this Power of Attorney and of such other documents or information as may be related to this Power of Attorney or to the exercise under the Power of Attorney of the powers of the Attorney; and
- 3.5 Generally, to do all other acts, deeds, matters or things whatsoever in relation to the Undertakings as amply and effectually to all intents and purposes as the Donor could do by themselves if this Power of Attorney had not been made.

AND the Donor 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 Donor 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 Donor further declares that the attorney or their attorney or attorneys and their respective substitutes shall not be held responsible or liable to the Donor 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 Donor hereby declares that the powers and authority hereby conferred are given for valuable consideration and shall remain irrevocable for so long as the Indebtedness shall be or remain outstanding, due, owing or payable by the Donor to the Bank.

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FIRST SCHEDULE**Relevant Particulars of the Banking Facilities and the Land etc.**

Section 1: Date of this Power of Attorney:

Section 2: Name and description of the Donor:

Section 3: Date of the Facilities Agreement:

Section 4: Place of business of the Bank:

Section 5: Description of the Project:

Section 6: Description of the Land:

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

The Common Seal of the)
abovenamed Donor was)
hereunto affixed in the)
presence of:-)

.....
Director

.....
Director / Secretary

CERTIFICATE OF AUTHENTICATION

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

_____ was duly affixed on the above written instrument in my presence in accordance with the
regulations of the said Company.

Dated this _____ day of _____, 20 _____

Witness my hand,

Advocate & Solicitor

**Delete wherever inappropriate*