

## POWER OF ATTORNEY

A Power of Attorney entered into on the date stated in Section 1 of the Schedule below by the party or parties described in Section 2 of the Schedule below (the "**Donor**").

### WHEREAS

- (A) CIMB Bank Berhad (Company No.: 13491-P) (the "**Bank**") has at the request of the Borrower (as described in Section 3 of the Schedule below), granted certain banking facilities (the "**Facility**") to the Borrower in accordance with a facility agreement between the Bank and the Borrower, as described in Section 4 of the Schedule below (the "**Facility Agreement**").
- (B) It is a term of the Facility Agreement and the Deed of Assignment (as described in Section 5 of the Schedule below) (collectively, the "**Agreements**") that the Donor grants this Power of Attorney in favour of the Bank.
  - 1. In consideration of the grant of the Facility, the Donor irrevocably appoints the Bank and each of its directors, managers, officers and any other person authorised by the Bank to be the Donor's attorney (the "**Attorney**"), to do and execute the following acts and deeds for or in the name of the Donor as and when the Attorney thinks fit, with respect to the Donor's rights, title and interest in and to the property referred to in the Agreements (the "**Property**"):
    - (i) to enforce all covenants contained in the Sale and Purchase Agreement (as defined in the Facility Agreement) executed in respect of the Property;
    - (ii) to demand, sue for and receive from any person, company, corporation, government or political body, all rents, dividends, interest, bonuses or any other sums that may become due to the Donor in respect of the Property and any capital sum represented by or comprised in the Property as and when the same will respectively become payable or repayable;
    - (iii) to sign, endorse and execute all receipts, dividends and interest, warrants, cheques, releases, discharges, reconveyances, or other deeds or documents that may be necessary or desirable in the circumstances;
    - (iv) to sign proxies for purposes of voting or any other purpose connected with meetings held by or in connection with the Property and to attend, participate, vote or otherwise exercise all voting and other rights and powers which may be exercisable at such meetings;
    - (v) to pay for all expenses that may be incurred in relation to the Property and to give security for such expenses from the Donor's monies or the Borrower's account held by or under the control of the Attorney;
    - (vi) to receive all notices, reports, accounts, circulars and other documents in relation to the Property sent to the Donor or registered owner of the Property;
    - (vii) to receive and/or accept service of all notices or agree to waive all or any notice for meetings (including class meetings) relating to the Property;

- (viii) to (i) grant leases, sub-leases and tenancies of the Property (collectively, the "**Leases and Tenancies**") to any person, firm or company at such rent and upon such terms as the Attorney thinks fit; (ii) make, sign and deliver the Leases and Tenancies; (iii) allow the Leases and Tenancies to be registered, if required by law or regulation; (iv) allow any such person, firm or company to take possession of the Property; and (v) accept surrenders of the Leases and Tenancies;
- (ix) to apply for and obtain the consent of the relevant State Authority for the transfer or charge of the Property (where applicable);
- (x) to execute all documents necessary to give effect to the transfer or charge of the Property to the Donor or its nominees and the Bank respectively, and to ensure the registration of such transfer or charge of the Property at the appropriate land office or registry;
- (xi) to sell, assign, transfer or dispose of all or any part of the Property (whether by public auction or private treaty or any other manner) for such consideration and upon such terms and conditions (including the giving of warranties and indemnities) and in such manner as the Attorney thinks fit, and if or where necessary, to vary any such agreement or contract;
- (xii) to receive or authorise the receipt of the consideration for such sale, assignment, transfer or disposal as referred to in the paragraph above and to apply all the proceeds received in the manner stipulated in the Agreements;
- (xiii) to (i) apply for the surrender, subdivision, amalgamation, or conversion of the Property or any part of it, as necessary or desirable, or for the variation or removal of any condition or restriction on the Property, (ii) surrender the separate instrument of title to the relevant authorities for such purposes and (iii) collect any relevant separate instrument of title from the authorities upon completion of such purposes;
- (xiv) (i) to pay all taxes, stamp duty, rates, assessments, legal fees, charges, disbursements, insurance premia, commissions, expenses and other outgoings required from time to time to be paid by the Donor in relation to the Property and (ii) to charge such expenses to the Borrower's account with the Bank as a sum secured under the Agreements;
- (xv) to assent to any arrangement modifying the Donor's rights (if the Attorney thinks necessary or desirable);
- (xvi) to do all acts and execute all documents necessary or desirable to effectively exercise any of the powers referred to above including commencing, prosecuting or defending any proceedings in connection with the Property;
- (xvii) to generally (i) to exercise all rights and privileges and perform all duties which are now or in the future applicable to the Donor in relation to the Property, and (ii) to do all other things in relation to the Property as fully and effectually as the Donor could do himself;
- (xviii) to cause this Power of Attorney to be registered with the registry of the High Court of Malaya or the High Court of Sabah and Sarawak, as applicable, and/or the appropriate land office or registry; and
- (xix) to appoint or remove any substitute Attorney from time to time.

2. The Donor expressly declares that this Power of Attorney will be irrevocable so long as:
  - (i) the Agreements remain in effect; or
  - (ii) the Donor's liability (contingent or otherwise) under the Agreements and/or in respect of existing and future advances granted by the Bank to the Donor or Borrower remains outstanding.
3. The Donor agrees that the Attorney will not be liable to the Donor in any way for any loss or damage arising as a result of the exercise or purported exercise of any powers granted to the Attorney in this Power of Attorney, except where directly attributable to the gross negligence or wilful act or omission of the Attorney. The Donor agrees to indemnify and keep the Attorney indemnified against all costs, expenses and charges which the Attorney may incur in the exercise of its powers, and the provisions of this paragraph will continue to be in force even if the Donor is discharged of all its obligations under the Agreements.
4. The Donor agrees that every receipt, deed, matter and thing which is given, made, executed or done by the Attorney pursuant to this Power of Attorney will be as good, valid and effectual as if the same had been signed, sealed, delivered, given, made or done by the Donor itself.
5. The Donor undertakes at all times to ratify all acts and things that the Attorney lawfully does or causes to be done pursuant to this Power of Attorney.
6. In this Power of Attorney, (i) words importing the singular include the plural, (ii) words importing the masculine gender include the feminine and neuter genders, and (iii) words and expressions defined in the Agreements have the same meaning when used in this Power of Attorney.
7. This Power of Attorney will bind the Donor and the Donor's heirs, personal representatives, successors-in title and permitted assigns, and will enure to the benefit of the Bank and the Bank's successors and assigns.
8. If any provisions in this Power of Attorney becomes unenforceable under any law, the enforceability of the remaining provisions, or such provision under any other laws, will not in any way be affected or impaired.
9. This Power of Attorney is governed by and will be construed in accordance with the laws of Malaysia and the Donor irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Malaysian courts.

*[THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY]*

IN WITNESS WHEREOF, I/we set my/our hand(s) and/or seal on the day and year written below.

(for individual Donor)

Signed and/or sealed and )  
Delivered by )  
)  
)  
) \_\_\_\_\_ )  
) ( )  
)  
)  
) \_\_\_\_\_ )  
) ( )  
)

(for company Donor)

The common-seal of )  
was hereto affixed )  
in the presence of: - )

Director  
Name:  
NRIC No.

Director/Secretary  
Name:  
NRIC No.

**\*AUTHENTICATION CLAUSE (for individual Donor)**

I, \_\_\_\_\_ \*Magistrate, Justice of Peace, Land Administrator, Notary Public, Commissioner for Oaths, Bank Official or an Advocate and Solicitor of the High Court of \*Malaya/Sabah and Sarawak officiating/practising at \_\_\_\_\_, hereby certify that the signature of the donor above named was written/affixed in my presence on this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, and is, to my own personal knowledge/according to information given to me by trustworthy and respectable persons, namely \_\_\_\_\_ of \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_, which information I verily believe, the true signature of \_\_\_\_\_ who has/have acknowledged to me that he/she/they is/are of full age and that he/she/they has/have voluntarily executed this instrument.

Witness my hand \_\_\_\_\_

**\*AUTHENTICATION CLAUSE (for company Donor)**

I, \_\_\_\_\_ \*Magistrate, Justice of Peace, Land Administrator, Notary Public, Commissioner for Oaths, Bank Official or an Advocate and Solicitor of the High Court of \*Malaya/Sabah and Sarawak officiating/practising at \_\_\_\_\_ hereby certify that on this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, the common seal of \_\_\_\_\_ (to insert name of Donor) was duly affixed to the above written instrument in my presence in accordance with the regulations of the said Company.

Witness my hand \_\_\_\_\_

\*To insert relevant applicable authentication clause.

SCHEDULE

(which is to be taken, read and construed as an essential part of this Power of Attorney)

Section

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1. Date of Power of Attorney:

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2. Donor:

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3. Borrower:

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4. Date of Facility Agreement:

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5. Date of Deed of Assignment:

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