

POWER OF ATTORNEY

A Power of Attorney given on the ____ day of _____ 20 ____ by
 _____ (I.C. No. _____) ("the Donor").

Whereas

1. By a Loan Agreement dated the ____ day of _____ ("the Loan Agreement") entered into between CIMB Investment Bank Berhad (Company Registration No. 18417-M) ("the Bank") and the Donor or the Borrower or Customer as defined in the Loan Agreement which was accepted by the Donor or the Borrower or Customer, the Bank has agreed, subject to the terms and conditions therein set out, to grant, make available and extend to the Donor or the Borrower or Customer the banking facilities stated therein ("the Facilities").
2. Pursuant to the provisions of the Loan Agreement and/or the Deed of Assignment dated the _____ day of _____ (of which all or any of them shall be referred to as "the Agreements"), the Donor is required to grant a Power of Attorney in favour of the Bank to enable the Bank to exercise more readily and beneficially the rights, remedies and powers conferred on the Bank under the Agreements.

NOW THIS INSTRUMENT WITNESSETH that in consideration of the premises and in further consideration of the Bank agreeing to make available and or continuing to make at any time or from time to time the Facilities to the Donor or Borrower or Customer, the Donor hereby irrevocably and by way of security for the payment by the Donor or Borrower or Customer of the Indebtedness under the Facilities and the performance by the Donor or Borrower or Customer of its obligations under the Agreements, appoints the Bank or any of the Bank's directors or any of the Bank's officers, to be the Donor's attorney ("the Attorney") for or in the name of the Donor, to do and/or execute the following acts and deeds or any of them as and when the Attorney shall think fit with respect to the Donor's rights, title and interest in and to the property referred to in the Agreements ("the said Property"):-

1. To demand, sue for and receive from any person, registered company, corporation, government or other body politic all dividends, interests, bonuses or any other sums that may become due to the Donor in respect of the said Property and likewise any capital sum represented by or comprised in the said Property as and when the same shall respectively be payable or repayable.
2. For any such purpose to sign, endorse and execute all receipts, dividend and interest warrants, cheques, releases, discharges, reconveyances, or other deeds or documents whatsoever that may be necessary or usual in the circumstances.

3. To attend, vote at and otherwise take part in all meetings held in connection with any company or corporation in relation to the said Property and to sign proxies for the purpose of voting thereof or for any other purpose connected therewith as freely as the Donor could do.
4. Out of any of the money of the Donor in the Attorney's hands or under the control of the Attorney, to pay all calls that may lawfully be made upon the Donor or other expenses that may be incurred in relation to the said Property and to give security for the payment of the same.
5. To receive all notices, reports, accounts, circulars and other documents, which are sent to the registered holders of the said Property.
6. To receive or accept service of, or agree to waive, all or any notices or to agree to accept short notice for and to attend all or any meetings or class meetings of the registered holders of the said Property, and exercise all voting and other rights and powers which may at any time be exercisable in respect of any such meetings.
7. To transfer or procure the transfer the said Property into the name of the Attorney or its nominee or nominees or the name of any purchaser of the said Property or the purchaser's nominee or nominees (and for such purpose to complete, make and/or execute any form or forms of transfer in respect of any thereof), and to execute and deliver all other deeds or documents and to do all acts and things which the Attorney may consider necessary or advisable to perfect or to give proper effect to the intent and purpose of the Agreements, or to procure the registration of any transfer of the said Property in the name of any such transferee.
8. To sell, transfer, exchange or otherwise dispose of all or any part of the title to and interest in and any rights attaching to the said Property for such consideration (which may comprise or include shares or debentures) and upon such terms and generally in such manner as the Attorney may in its absolute discretion think fit and for this purpose to enter into any contract for such sale or disposition on such terms (including the giving of such warranties and indemnities) and subject to such conditions as the Attorney shall in its absolute discretion think fit.
9. To receive or authorise the receipt of the consideration for such sale, transfer, exchange or disposition as is referred to in paragraph 8 above and to apply any proceeds thereof in or towards the discharge of the Indebtedness in the manner stipulated in the Agreements.
10. To grant leases, sub-leases and tenancies of the said Property to such persons, firms or companies at such rents and upon such terms as the Attorney shall think fit and to let any such persons, firms or companies into possession thereof and accept surrenders of leases, sub-leases and tenancies and make, sign and deliver all such leases, sub-leases and tenancies.

11. To take and accept delivery of the separate instrument of title to the said Property and to complete, execute and deliver all and any other or further instruments of transfer in favour of the Donor and/or charge in favour of the Bank and/or other documents or instruments that the Donor is at any time and from time to time obliged to execute pursuant to the Agreements, and to effect any registrations and do all other things as may be necessary or as may seem to the Attorney advisable in order properly to give effect thereto, and to execute any documents or instruments and to do any other acts or things in relation to all or any stock or shares or any subject matter of any further or other charges, as the Attorney is by this instrument entitled or empowered to execute or do in relation to the Agreements.
12. To pay all taxes, stamp duty, rates, assessments, legal fees, charges, disbursements, insurance, expenses and other outgoings whatsoever required from time to time to be paid by the Donor or chargeable on the Donor or on account of the said Property and to debit the same to the Assignor's or Borrower's or Customer's accounts with the Bank as a sum secured by virtue of the Agreements.
13. To assent (if it seems to the Attorney necessary or desirable) to any arrangement modifying the Donor's rights.
14. Generally to exercise all rights and privileges and perform all duties which now or hereafter may appertain to the Donor in relation to any of the said Property, and to do all other things as fully and effectually as the Donor could do himself in relation to the said Property.
15. To cause this Power of Attorney to be registered at the registry of the High Court of Malaya and/or in the books of any company or corporation or elsewhere as the Attorney may deem necessary or desirable.
16. To disclose to any person or party who may be concerned with the exercise of the powers hereby conferred, including any purchaser or potential purchaser of the said Property, any information on the affairs or accounts of the Donor or the Borrower or the Customer, the terms and/or conditions of the Agreements, the Security Interest, and such other documents or information as may be related thereto or to the exercise of the Bank's powers thereunder or to the said Property, where such disclosure is deemed by the Attorney to be necessary for or expedient to the exercise of these powers hereunder.
17. To appoint and at the Attorney's discretion to remove from time to time any substitute for or agent of the Attorney in connection with any of the purposes aforesaid upon such terms as the Attorney shall think fit.

AND the Donor hereby declares that this Power of Attorney shall be irrevocable so long as the Agreements shall remain in effect or so long as the Donor shall remain under any Indebtedness or liability (contingent or otherwise) under the Agreements and/or in respect of existing and future advances granted by the Bank to the Donor or Borrowers or Customer.

AND the Donor hereby further declares that the Attorney 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, neglect, omission or negligence of the Attorney arising out of the exercise of the powers granted to the Attorney herein, and the Donor shall keep the Attorney indemnified against all costs, expenses and charges which the Attorney may incur in the exercise of the powers aforesaid, and the provisions of this paragraph shall continue in force notwithstanding the discharge by the Donor of all its obligations under the Agreements.

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 itself.

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

AND the Donor hereby further declares that in this Power of Attorney, words importing the singular shall include the plural and vice versa, words importing the masculine gender shall include the feminine gender and the neuter gender, and except where the context otherwise requires, words and expressions defined in the Agreements shall have the same meaning when used in this Power of Attorney.

IN WITNESS WHEREOF, I/We has/have hereunto set my/our hand(s) and/or seal the day and year first above written.

Signed and/or sealed and)	
Delivered by)	
)	
)	
)	_____
)	(_____)
)	
)	
)	
)	_____
)	(_____)

AUTHENTICATION CLAUSE [Solicitors to insert the Authentication Clause (under the Powers of Attorney Act 1949) for the Power of Attorney – applicable for West Malaysia. For Sabah and Sarawak, solicitors to insert the applicable authentication clause]