

DATED THIS DAY OF 20

BETWEEN

THE PARTY AS SET OUT IN SECTION 2 OF THE SCHEDULE

(the “Donor”)

AND

MBSB BANK BERHAD (Company No.: 716122-P)

(the “Bank”)

POWER OF ATTORNEY

< SOLICITORS DETAILS >

POWER OF ATTORNEY

THIS POWER OF ATTORNEY is made on the date as set out in Section 1 of the Schedule hereto in favour of **MBSB BANK BERHAD (Company No.: 716122-P)** a company incorporated in Malaysia with its registered office at 11th Floor, Wisma MBSB, 48, Jalan Dungun, Damansara Heights, 50490 Kuala Lumpur (hereinafter referred to as the “**Bank**”) by THE PARTY(IES) whose name and particulars are set out in Section 2 of the Schedule hereto (hereinafter referred to as the “**Donor**” which expression shall, where the context so permits, include its/his/her heirs estate personal representatives, successors in title and permitted assigns).

WHEREAS:

- (A) The Donor has/have requested and the Bank has agreed under the terms of its letter of offer dated on the date as set out in Section 3 of the Schedule hereto (the “Letter of Offer” which expression shall include any amendment(s) or variation(s) thereof and addition(s) thereto made from time to time) to grant and make available to the Donor the facility as described in in Section 4 of the Schedule hereto (the “**Facility**”). The purposes of the Facility are as set out in the Facility Agreement of even date entered into between the Donor and the Bank (the “**Facility Agreement**”);
- (B) The Donor is/are the legal and/or beneficial owner(s) of all that parcel/piece of property as described in in Section 5 of the Schedule hereto (the “Property” which expression shall, where the context so permits, include any accessory, parcel, buildings and/or fixtures, erected or to be erected on or forming part of the pieces(s) of land(s) more particularly described in Section 6 of the Schedule hereto (“the Land”) and shall have the meaning assigned to it under the National Land Code 1965) pursuant to a Sale and Purchase Agreement dated the day and year as stated in Item 7 of the Schedule hereto (“Sale and Purchase Agreement” where applicable as the case may be) which expression shall where the context so permits include the car park agreement (if any) made between the Donor of the first part and the party described in Item 8 of the Schedule hereto (“the Developer/Vendor”) of the second part and the party described in Section 9 of the Schedule hereto (if applicable)(“the Proprietor”) of the final part, the Developer/Vendor agreed to sell and the Donor(s) agreed to purchase the Property at the price and on the terms and conditions therein mentioned;
- (C) (Where applicable) In the case where the Donor(s) is/are not the first purchaser and a separate document of title/strata title in respect of the Property has not been issued by the relevant authorities, the “Sale and Purchase Agreement” shall refer to the Principal Sale and Purchase Agreement dated the day and year stated in Item 10 of the Schedule hereto (“the Principal Sale and Purchase Agreement”) between the party(ies) named therein and as described in Item 11 of the Schedule (“the Original Purchaser”) and the Developer as described in Item 12 of the Schedule (“the Developer”) and the full particulars of all sales, subsales, assignments and reassignments up to and including the one between the Donor and the Vendor as described in the Deed of Assignment of even date (“Deed of Assignment (by way of transfer)”) as described in Item 13 of the Schedule; and
- (D) For the purpose of securing the Indebtedness (as defined in the Facility Agreement) under the Facility and as continuing security for the due and punctual payment of the Indebtedness and for the due observance of the terms under the Facility Agreement, the

Donor has agreed to grant to the Bank a Power of Attorney in respect of the Property and upon the terms hereinafter contained.

- (E) Separate Document of Title/ Strata Title
- (a) The separate document of title/strata title in respect of the Property *has/has not been issued by the relevant authorities.
- (b) Pending the issuance by the relevant authorities of the separate document of title to the Property and the registration of charge over the Property under the Facility Agreement, as security for payment to the Bank of all monies due and payable under the Facility Agreement ("the Indebtedness") the Donor(s) has by a Deed of Assignment (by way of security) dated the day and year stated in Section 13 of the Schedule hereto assigned absolutely to the Bank inter alia all its rights title and interest in and to the Sale and Purchase Agreement and the Property upon the terms set out therein.

NOW THIS POWER OF ATTORNEY WITNESSED that for the consideration of the Facility granted and/or to be granted by the Bank in favour of the Donor, the Donor hereby irrevocably appoints the Bank as its attorney with full power in the name and on behalf of the Donor, and as its attorney to act and deed or otherwise to execute seal and deliver and otherwise perfect any transfer charge deed assurance agreement instrument or act which may be required or may be deemed proper on any sale or disposition by the Bank of the Property (and include any future development on the Land) under any power of sale or other disposition applicable thereto and generally in its name and in its behalf to exercise, following the occurrence of an Event of Default (as defined in the Facility Agreement), all or any of the powers vested in the Bank and (without prejudice to the generality of the foregoing):

- (a) to enter upon, take possession of, step in and get in all or any of the Property;
- (b) to enforce all covenants in the Sale and Purchase Agreement;
- (c) to accept and execute a transfer of the Property from the Developer/ Vendor/ Proprietor on behalf of the Donor(s) and to charge the same to the Bank to secure the payment/repayment of the Indebtedness, upon the issuance of the individual or strata title to the Property or at any time thereafter and to execute all necessary documents including the memorandum of transfer in relation to the Property and charge in respect thereof (which shall be in form and manner satisfactory to the Bank);
- (d) to take and accept delivery of the individual or strata title relating to the Property;
- (e) to assign or transfer or sell the Property or any part thereof either by private treaty or by public auction for such consideration and subject to such exceptions, reservations, covenants and conditions, if any, as he may think fit and to give receipts for all or any part of the purchase money or other consideration received and apply the same towards settlement of the Indebtedness;
- (f) to apply for and obtain the State Authority's consent to transfer and/or charge the Property, if such consent is required;
- (g) to manage or carry on or concur in managing or carrying on the business of the Donor in so far as it relates to the Property as the Bank may in its absolute discretion thinks fit;

- (h) to dispose by public auction or private contract all or any part of the Property to any person or persons whomsoever on such terms and conditions in the interest of the Bank as the Bank may think fit and so that (without prejudice to the generality of the foregoing) the Bank may so dispose for a consideration consisting of cash, debentures, shares or other securities or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over such period as the Bank may think fit; fixtures may be severed and sold separately from the property containing them without the approval of the Bank and in exercising such discretion the Bank may have regard to the views and desires of the Bank;
- (i) to settle, arrange, compromise and refer to arbitration any accounts, claims, demands, questions or disputes whatsoever which may arise in connection with the business of the Donor or the Property or which in any way relate thereto; to bring, take, prosecute, enforce, defend, compromise, refer to arbitration and/or discontinue any actions, suits or proceedings whatsoever whether civil or criminal in relation to the matters aforesaid; to disclaim, abandon, disregard, abrogate or vary all or any of the outstanding contracts and agreements of the Donor and to allow time for payment of any debts either with or without security;
- (j) to exercise or permit the Donor to exercise any rights incidental to the ownership of the Property or any part or parts thereof in such manner as the Bank may think fit and in particular any voting rights conferred by any shares or other securities and any rights of enforcing any such security by sale, foreclosure or otherwise and to call up all or any part of the uncalled capital of the Donor;
- (k) to appoint a lawyer or accountant or other professionally qualified person to assist the Bank in the performance of its duties and exercise of its powers;
- (l) to rank and claim in the bankruptcy, insolvency, sequestration or liquidation of any person indebted to the Donor and to receive dividends and to accede to trust deeds for creditors of any such person;
- (m) to appoint, hire and employ engineers, consultants, contractors, builders, workmen, managers, agents, officers, servants and others for the purpose of performing any of its duties and exercising any of its powers on such terms and generally in such manner as the Bank may think fit and to discharge any such persons and any such persons appointed, hired or employed by the Donor or the Bank;
- (n) to obtain all such consents as the Bank may in its absolute discretion think fit;
- (o) to do everything whatsoever which may be necessary, desirable incidental or proper for carrying any agreement for the sale into complete effect and execution in such manner that all the Assignor(s)' estate, right, title and interest in and to the Property (but subject to any such exceptions, reservations, covenants and conditions as aforesaid) may be effectually and absolutely assigned or transferred to the purchaser or respective purchasers thereof and in such manner and form as he or they may direct or appoint;
- (p) to make application which are necessary for the purposes of obtaining the approval of the relevant authorities for the surrender, subdivision, amalgamation, conversion or variation of any conditions or restriction of land use as may be required by the Bank, to surrender the title(s) to the relevant authorities for the aforesaid purposes and to collect the relevant title(s) from the aforesaid authorities upon completion of the relevant process;

- (q) to collect all monies and payments in any form and manner whatsoever which may be due and payable to the Assignor(s) by any person in respect of and arising from the Property and to give good effectual receipt and discharge of the same;
- (r) to cause this Power of Attorney to be registered at the registry of the High Court of Malaya or the Magistrate Court of Sabah (as the case may be);
- (s) to do all such acts, matters and things including the commencing and prosecuting or defending of any proceedings in connection with the Sale and Purchase Agreement, any other contracts or quotations relating to any contract for the sale of the Property or any part thereof or the rescission of any such contract or the recovery of any deposit or other monies paid thereunder or any matter or thing incidental to the completion of any such contract;
- (t) to substitute and appoint one or more attorneys under the Attorney(s) for all or any of the purposes aforesaid as the Bank shall think fit;
- (u) to exercise all such deeds and instruments on behalf of the Property as the Bank may think fit for any of the aforesaid purposes and for such purposes to use the common seal of the Property;
- (v) to give valid receipts for all moneys and to execute all discharges, assurances and releases which may be proper or desirable for releasing the Property or any part thereof; and
- (w) to perform, repudiate, rescind, vary or enter into any arrangement or compromise any contracts or agreements which the Bank may consider expedient.

The Donor hereby irrevocably and unconditionally confirms and declares that the appointment of the Bank as attorney herein is exclusive and the Donor cannot itself appoint some other person or party to exercise any of the powers hereinabove conferred.

The Donor hereby acknowledges and confirms that this Power of Attorney has been given for valuable consideration and is irrevocable except with the written consent of the Bank.

The Donor further acknowledges and confirms that this Power of Attorney is in addition and without prejudice to any other security documents relating to the grant of the Facility.

This Power of Attorney shall bind the Donor's liquidators, receivers, successors in title and permitted assigns as the case may be and shall inure to the benefit of the Bank, and the Bank's successors and assigns.

The expressions used in this Power of Attorney shall have, unless repugnant to the context, the same meanings as defined in the Facility Agreement.

(End of Clauses)

IN WITNESS WHEREOF the Parties have hereunto set their hands and seal the day and year first abovewritten.

(where the Donor(s) is/are an individual)

SIGNED by the Donor(s))
)
in the presence of:-)

.....
Witness
Name :
NRIC No. :

(where the Donor(s) is a company)

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

Director
Name :
NRIC No. :

Director/Secretary
Name :
NRIC No. :

FORM OF AUTHENTICATION

I, _____ an Advocate and Solicitor of the High Court of Malaya practicing at _____ hereby certify that the signature of the Donor (Assignor) above named was written in my presence on this _____, and is to my own personal knowledge, the true signature of _____ (NRIC No.: _____) who have acknowledged to me that they are of full age and that they have voluntarily executed this instrument

the common seal of by _____(Company No. _____) was duly affixed on the above written instrument in my presence in accordance with the rules and regulations of the company.

Dated this _____ day of _____ 20_____

Witness my hand,

.....
Advocate & Solicitor

THE SCHEDULE (To be read and construed as an essential part of this Power of Attorney)		
SECTION	ITEM	PARTICULARS
1	Date of this Power of Attorney	(Please insert)
2	Donor	(Please insert)
3	Letter of Offer	The Letter of Offer issued by the Bank and accepted by the Customer as attached in <u>Schedule 4 of the Facility Agreement</u> and includes any amendments, supplemental, modifications and variations thereto.
4	Facility	As stated in the Letter of Offer
5	Description of Property	(Please insert)
6	Particulars of the Land (Master Title)	(Please insert)
7	Sale and Purchase Agreement. (Note: being the subject matter of this Facility)	The Sale and Purchase Agreement appended as Attachment 1 of the Deed of Assignment (by way of security).
8.	Developer/Vendor	As stated in the Sale and Purchase Agreement appended as Attachment 1 of the Deed of Assignment (by way of security).
9	Proprietor	As stated in the Sale and Purchase Agreement appended as Attachment 1 of the Deed of Assignment (by way of security).

THE SCHEDULE (To be read and construed as an essential part of this Power of Attorney)		
SECTION	ITEM	PARTICULARS
10	<p>Principal Sale and Purchase Agreement and all other agreements in a subsale situation including the relevant Deed of Assignment (by way of Transfer).</p> <p>(Note: copies of all sale and purchase agreements and relevant deed of assignment (by way of transfer) pertaining to the Property are attached to the Deed of Assignment (by way of security) in sequence in Attachment 1.</p>	Appended as Attachment 1 of the Deed of Assignment (by way of security).