



**POWER OF ATTORNEY**

**TO**

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

**BY**

**PA-Specific Debenture**

**POWER OF ATTORNEY**

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

a company incorporated in            and having its registered office at

(hereinafter referred to as “the Issuer” which expression shall include its successors-in-title heirs and legal representatives, where applicable).

**WHEREAS:-**

A. This Power of Attorney is made pursuant to a specific debenture (hereinafter referred to as “the Specific Debenture”) bearing the same date as this Power of Attorney made between the Issuer of the one part and **UNITED OVERSEAS BANK (MALAYSIA) BHD.** (Company No. 271809 K) (hereinafter referred to as “the Bank” which expression shall include its successors-in-title and assign) of the other part wherein the Issuer charged to the Bank by way of first fixed charge:-

- (i) all those immovable properties of the Issuer as more particularly described in the Schedule annexed hereto and shall include all buildings and fixture (including trade fixture) from time to time on any such properties;
- (ii) all and singular the plant, machinery, vehicles, office equipment, computers and other equipment as more particularly described in the Schedule annexed hereto, whether movable and immovable, whatsoever and wheresoever situate, together with all accessories and parts, fuels and tools pertaining thereto now or hereafter or from time to time acquired by the Issuer (hereinafter collectively referred to as “the Charged Equipment”); and
- (iii) all patents patent applications designs design rights copyrights (whether registered or otherwise) and all other forms of intellectual properties and other rights, all licences and ancillary and connected rights relating to or in connection with or otherwise pertaining to the Charged Equipment both present and future of the Issuer,

(hereinafter collectively referred to as “the Charged Assets”).

B. Expressions used herein and not otherwise defined herein shall bear the same meaning as in the Specific Debenture. Words importing the singular number include the plural number and vice versa. Words importing the masculine gender include feminine and neuter genders and vice versa.

**NOW THIS INSTRUMENT WITNESSETH** that in consideration of the premises:-

1. The Issuer hereby irrevocably appoints jointly and severally any and every Receiver and/or Manager or Receivers and/or Managers appointed pursuant to the Specific Debenture as the attorney or attorneys of the Issuer (with full power to appoint substitutes and to sub-delegate, including power to authorise the person so appointed to make further appointments, in both cases, with regard to all or any part of the Charged Assets) for and on behalf of the Issuer and in the name of the Issuer or otherwise, to execute, seal, deliver and perfect any deed, assurance, agreement or instrument or to do anything or perform any act which may be required or may be deemed proper for any of the purposes set out in the Specific Debenture in any manner whatsoever and to do all things as fully and effectually as the Issuer could do itself.
2. The Issuer hereby irrevocably appoints jointly and severally the Manager or Acting Manager or any authorized officer of the Bank for the time being and from time to time as the attorney or attorneys of the Issuer (with full power to appoint substitutes and to sub-delegate, including power to authorise the person so appointed to make further appointments, in both cases, with regard to all or any part of the Charged Assets) in the name of the Issuer and for and on the Issuer's behalf or otherwise, to sign, execute, seal, deliver and perfect any, deed, assurance, agreement, instrument, mortgage, charge assignment, transfer or to do anything or perform any act which may be required or may be deemed proper for any of the purposes set out in the Specific Debenture in any manner whatsoever and to do all things as fully and effectually as the Issuer could do itself.

AND the Issuer also agrees and undertakes at all times hereafter to ratify and confirm whatsoever the attorney or their attorney or attorneys and their respective substitutes in the exercise or purported exercise of their respective powers and all transactions entered into, documents executed and things done by them by virtue of the power given by this Power of Attorney.

AND the Issuer 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 Issuer further declares that the attorney or their attorney or attorneys and their respective substitutes shall not be held responsible or liable to the Issuer 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 Issuer hereby declares that the powers and authority hereby conferred are given for valuable consideration and shall remain irrevocable for so long as the Specific Debenture shall remain valid and subsisting.

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**SCHEDULE (Recital A)**

**LIST OF IMMOVABLE PROPERTIES**

**LIST OF CHARGED EQUIPMENT**

**Description of Charged Equipment**

**Particulars (e.g. Engine/Serial No.)**

**IN WITNESS WHEREOF** the Issuer has hereto affixed its Common Seal.

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

.....  
Director

.....  
Director / Secretary

**CERTIFICATE OF AUTHENTICATION**

I, \_\_\_\_\_ \*Magistrate, Justice of the Peace, Land  
Administrator, Notary Public, Commissioner for Oaths or an advocate and solicitor of the High  
Court of \*Malaya/Borneo practicing at \_\_\_\_\_  
hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ was duly affixed to the within written instrument in my presence  
in accordance with the regulations of the said Company.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

Witness my hand,

.....

*\*Delete wherever inappropriate*