

Company No.

--	--

COMPANIES ACT 2016
Sections 352(1), 354 & 356(1)
STATEMENT OF PARTICULARS TO BE LODGED WITH CHARGE
[Name of Company]

To the Registrar of Companies,

1. Charge is created by : [name of company] (“the Issuer”)
2. *Charge was created on (1) :
*Property which is subject to a charge was
acquired on (1)
3. The charge is fixed :
4. The description of the instrument(s) creating : Specific Debenture (“the Specific Debenture”).
or evidencing the charge
5. Describe briefly the nature of liability (present : The liability (whether present or prospective)
or prospective) secured by the charge : secured by the charge is all monies obligations
and liabilities whether actual or contingent now
or hereafter due and/or owing to **UNITED
OVERSEAS BANK (MALAYSIA) BHD.**
(Company No. 271809 K) (“the Bank”) by the
Borrower (as defined in paragraph 6 below)
whether on any banking or other account or
otherwise any manner whatsoever (whether
alone or jointly with any other person and in
whatever style name or form and whether as
principal or surety) including all liabilities in
connection with foreign exchange transactions
accepting endorsing or discounting any notes or
bills or under bonds guarantees indemnities
documentary or other credits or any instruments
whatsoever from time to time entered into by the

Company No.

--	--

Bank for or at the request of the Borrower together with interest to date of full payment, commissions, fees, other banking charges and all costs, charges and expenses (including solicitor and client costs) incurred by the Bank.

6. The liability secured is for the benefit of the company or for another party (name and address of another party) : [name of company] (“the Borrower”)
7. The creation of subsequent charges *is/* is not restricted or prohibited
8. A short description of the property affected : A. All those immovable properties of the Issuer as more particularly described below and shall include all buildings and fixture (including trade fixture) from time to time on any such properties

List of Immovable properties:

- B. all and singular the plant, machinery, vehicles, office equipment, computers and other equipment as more particularly described below:-

Description of Charged Equipment

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

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 (“the Charged Equipment”); and

- C. 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

Company No.

--	--

pertaining to the Charged Equipment both present and future of the Issuer;

(collectively "the Charged Assets").

9. The name and address of the chargee : **UNITED OVERSEAS BANK (MALAYSIA) BHD.** (Company No. 271809 K) of

10 Important covenants or terms and conditions of the instrument of charge : All the covenants, terms and conditions are of equal importance including without limitation the following provisions of the Specific Debenture:

A. Further Assurances

The Issuer shall at any time if and when required by the Bank so to do execute in favour of the Bank or as the Bank shall direct such legal or other mortgages charges pledges assignments transfers or agreements as the Bank shall require of and on all the Issuer's estates rights titles and interests in any of the Charged Assets now belonging to or which may hereafter be acquired by or belong to the Issuer (including any vendor's lien) and the benefit of all licences held in connection therewith and to apply to such relevant authorities as may be necessary to secure all monies and liabilities hereby agreed to be paid or intended to be hereby secured, such mortgages charges pledges assignments transfers or agreements to be prepared by or on behalf of the Bank at the cost of the Issuer and to contain all such terms and conditions for the benefit of the Bank as the Bank may reasonably require.

B. Continuing Security

The security created is expressly intended to be and shall be a continuing security for all monies whatsoever now or hereafter from time to time owing to the Bank by the Borrower whether alone or jointly and severally with another or others and whether as principal or surety notwithstanding that the Borrower and/or Issuer may at any time or times cease to be indebted to the Bank for

Company No.

--	--

any period or periods and notwithstanding:-

- (a) any account or accounts of the Borrower and/or Issuer with the Bank may for any cause whatsoever cease to be current and notwithstanding any settlement or closure of account or accounts or otherwise;
- (b) any change by amalgamation consolidation or otherwise which may be made in the constitution of the company by which the business of the Borrower and/or Issuer is for the time being carried on;
- (c) the liquidation of the Borrower and/or Issuer whether voluntary or compulsory.

C. Negative Covenants

So long as any money remains payable under the Specific Debenture or so long as the banking facilities remain available to the Borrower, it will not without the prior written consent of the Bank:-

- (a) incur assume or permit to exist any indebtedness except:-
 - (i) the indebtedness disclosed by the Borrower to the Bank prior to the date hereof;
 - (ii) the banking facilities;
 - (iii) any unsecured short term indebtedness incurred in the ordinary course of the business of the Borrower;
- (b) create or permit to exist any mortgage charge pledge lien or other encumbrance on any of the Charged Assets or any part thereof or any interest therein except the Specific Debenture.

D. Issuer not to affix Charged Equipment to land

The Issuer undertakes not to attach affix or

Company No.

--	--

secure the Charged Equipment to any land or premises unless their use so requires and unless with the Bank's prior consent in writing and the Issuer shall in any event ensure to the extent consistent with sound engineering principles and technical practicality that in so far as the Charged Equipment is affixed to any land or premises the Charged Equipment shall be capable of being removed without material injury to such land or premises and that all such steps shall be taken as are necessary to prevent title to the Charged Equipment from passing to the owner of such land or premises and to prevent any chargee of such land or premises from acquiring any interest over the Charged Equipment. Without limiting the generality of the foregoing provisions, it is agreed between the Issuer and the Bank that if the Charged Equipment shall be affixed attached or secured to any land or premises of which the Issuer is the owner or has an estate or interest the Charged Equipment shall as between the Bank and the Issuer be deemed not to be fixture and may be removed by the Bank or the Receiver and/or Manager, as the case may be, in accordance with the provisions of the Specific Debenture, for which purpose the Bank or the Receiver and/or Manager, as the case may be, shall be entitled to enter upon such land or premises at any time for such purpose and the Bank or the Receiver and/or Manager, as the case may be, shall not be liable in respect of loss damage or otherwise arising in respect of such entry or removal."

- E. For other salient covenants or terms and conditions, please refer to the Specific Debenture.

Dated this.....day of.....20.....

.....
*Director/*Secretary/*Agent in Malaysia

Name:
NRIC No:

Company No.

--	--

** Strike out whichever is inapplicable.*

Note:

(1) Insert the date of creation of the charge or date of acquisition of the property subject to a charge

Attention:

It is an offence under section 591 of the Companies Act 2016 to make or authorize the making of a statement that a person knows is false or misleading and that person may be liable, upon conviction, to imprisonment for a term not exceeding ten years or to a fine not exceeding RM3million or to both.

LODGER INFORMATION

Name :

NRIC No. :

Address :

Phone No. :

Email :