

Company No.

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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 Company”)
2. *Charge was created on (1) :
*Property which is subject to a charge was
acquired on (1)
3. The charge is *fixed/*floating/*fixed and
floating :
4. The description of the instrument(s) creating : Specific Debenture (Project Assets) (“the
or evidencing the charge Debenture”).
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 the aggregate of all
monies whether principal, interest, capitalised
interest, commission, fees, costs or charges
outstanding or payable or agreed to be payable
by the Company and/or the Borrower to
UNITED OVERSEAS BANK (MALAYSIA) BHD
(Company No. 271809 K) (“the Bank”) from time
to time in respect of banking facilities whether
present or future, actual or contingent, alone or
jointly with any other person and in whatever
style or name, and whether as principal or
surety (collectively “the Indebtedness”).

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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 : FIXED AND FLOATING CHARGE
- a) a first fixed charge over the Company's Fixed Assets namely, all buildings and fixtures, plant, equipment, machinery and motor vehicles, computers, office equipment and other equipment in connection with the Project and all equipment, accessories and parts pertaining to the aforesaid plant, equipment, machinery and motor vehicles, computers, office equipment and other equipment; and
 - b) a first floating charge over the Company's Other Assets, namely, all the undertakings and movable properties and assets of the Company (other than the Fixed Assets) whatsoever and wheresoever situate, both present and future in connection with the Project including the Company's uncalled capital, goodwill book-debts, accounts receivables, stock-in-trade (including semi-finished and finished products) and raw materials and any shares, loan stocks, warrants and other commercial papers owned or to be acquired by the Company.

The "Project" shall mean:

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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 :
- (i) The Debenture is a continuing security for all moneys whatsoever now or hereafter from time to time owing to the Bank by the Company notwithstanding:-
 - (a) that the Company may at any time or times cease to be indebted to the Bank for any period(s);
 - (b) that the account(s) of the Company with the Bank may from any cause whatsoever cease to be a current account(s) and notwithstanding any settlement of account(s) or otherwise.
 - (ii) To appoint in writing under the hand of a manager or any officer in charge for the time being of the Bank, any person or persons to be receiver and/or manager or receivers and/or managers of all or any part of the Charged Properties and, in like manner, from time to time, to remove any receiver and/or manager or receivers and/or managers so appointed and appoint another or others in his or their place and also at the time of appointment or at any time thereafter to fix the remuneration of any receiver and/or manager or receivers and/or managers appointed.
 - (iii) The Bank may at any time by notice in writing to the Company forthwith convert the floating charge into a fixed charge as regards any of the any properties and assets specified in the notice.
 - (iv) If the Company charges, pledges, assigns, factors or otherwise encumber (whether by way of fixed or floating security, equitable or otherwise) any of the assets charged to the Bank or attempts so to do without the prior written consent of the Bank, or if any creditor or other person attempts to levy

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any distress, execution proceedings or other process against any of the assets charged to the Bank, or any step is taken or a petition is presented to wind-up the Company, the floating charge created over the Other Assets of the Company shall automatically, without any notice whatsoever, crystallise into a first fixed charge instantly ranking pari passu in all respect with the first fixed charge.

- (v) The Company shall at any time if and when required by the Bank to execute such legal or other mortgages, charges, assignments, transfers or agreements for the benefit of the Bank as the Bank shall require.
- (vi) For other salient covenants or terms and conditions, please refer to the Debenture.

- 11 The instrument of charge or a copy thereof is kept at the registered office of the company and is open to the inspection of any creditor or member of the company for a fee of RM5.00 or of any other person on the payment of a fee of RM10.00.

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

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

Name:
NRIC 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.

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LODGER INFORMATION

Name :

NRIC No. :

Address :

Phone No. :

Email :