

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 or evidencing the charge : Specific Debenture made between the Company and **UNITED OVERSEAS BANK (MALAYSIA) BHD** (Company No. 271809-K) (“the Chargee”) (“the Specific Debenture”).

5. Describe briefly the nature of liability (present or prospective) secured by the charge : The aggregate of all monies (whether principal, profit, compensation (*Ta’widh*), commission, fees, costs or charges) outstanding or payable or agreed to be payable by the Customer and/or the Company and/or any other Security Party to the Chargee from time to time in respect of the Facility or any account and includes all liabilities and obligations incurred by the Customer and/or any other Security Party to the Chargee 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.

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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**]
7. The creation of subsequent charges *is/*is not restricted or prohibited : Is restricted or prohibited.
8. A short description of the property affected : A short description of the property is by way of first fixed charges over:-
- (i) all and singular the plant, machinery, vehicles, office equipment, computers and other equipment as more particularly described below:
- Description of Charged Equipment
[insert description**]
- Particulars (e.g. Engine/Serial No.)
[insert particulars**]
- 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 Company (“the Charged Equipment”); and
- (ii) all patents, patents 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 Company;
- collectively “the Charged Assets”).
9. The name and address of the chargee : **UNITED OVERSEAS BANK (MALAYSIA) BHD.** (Company No. 271809-K) of [insert address**]
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 Debenture:
- 1) Continuing Security
- The security created is expressly intended to be and shall be a continuing security for the Indebtedness and all monies whatsoever now or hereafter from time to time owing to the

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Chargee by the Company whether alone or jointly and severally with another or others and whether as principal or surety notwithstanding that the Company may at any time or times cease to be indebted to the Chargee for any period or periods and notwithstanding:

- (a) any account or accounts of the Company with the Chargee 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 Company is for the time being carried on; or
- (c) the liquidation of the Company whether voluntary or compulsory.

2) Company not to affix Charged Equipment to land or premises

- (a) The Company undertakes not to attach affix or secure the Charged Equipment to any land or premises unless their use so requires and unless with the Chargee's prior consent in writing and the Company 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.
- (b) Without limiting the generality of the provisions in item 10(2)(a) above, it is agreed between the Company and the Chargee that:
 - (i) if the Charged Equipment shall be affixed, attached or secured to any land or premises of which the Company is the owner or has an estate or interest the Charged Equipment shall as between the Chargee and the Company be deemed not to be fixture and may

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be removed by the Chargee or the Receiver or the Receiver and Manager or the Judicial Manager, as the case may be, for which purpose the Chargee or the Receiver or the Receiver and Manager or the Judicial Manager, as the case may be, shall be entitled to enter upon such land or premises at any time for such purpose and the Chargee or the Receiver or the Receiver and Manager or the Judicial 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.

- (ii) if such land or premises is or becomes the subject of a charge or lien, the Company without any request required from the Chargee will obtain the written acknowledgment of the chargee or lien-holder that the Charged Equipment do not form part of the fixture to the land or premises the subject of such charge and that the chargee or lien-holder will not make any claim in relation thereto and will permit the Chargee or the Receiver or the Receiver and Manager or the Judicial Manager, as the case may be, whether or not there has been any default under the charge or whether or not the lien has become enforceable, to enter upon such land or premises and to remove the Charged Equipment therefrom.
- (iii) if the Charged Equipment shall be affixed or secured to any land or premises of which the Company is not the owner, the Company shall prior to such affixing, attaching or securing obtain the assent in writing of the owner thereof to the entry thereon and removal therefrom of the Charged Equipment in the manner referred to in item 10(2)(b)(i) above and as between the Chargee and the Company, the Chargee or the Receiver or the Receiver and Manager or the Judicial Manager, as the case may be, shall have the same rights of entry and removal as in item 10(2)(b)(i) herein.

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- (iv) the Company shall be solely responsible for any damage caused to any such land or premises by the affixing of the Charged Equipment thereto or the removal of the Charged Equipment therefrom (whether such affixing or removal be effected by the Chargee or the Receiver or the Receiver and Manager or the Judicial Manager, as the case may be, or the Company) and shall indemnify the Chargee against any claim made in respect of such damage.

For other salient covenants or terms and conditions, please refer to the Specific 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

** 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 RM3 million or to both.

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LODGER INFORMATION

Name : *[insert name of the lodger],*

NRIC No :

Address : *[insert address of the legal firm]*

Phone No :

Email :