

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
*fixed/*floating/*fixed and floating

4. The description of the instrument(s) creating or evidencing the charge : Deed of Assignment (Property) made between the Company and **UNITED OVERSEAS BANK (MALAYSIA) BHD** (Company No. 271809-K) (“the Chargee”) (“the Assignment”).

5. Describe briefly the nature of liability (present or prospective) secured by the charge : The liability (whether present or prospective) secured by the charge is all monies obligations and liabilities whether actual or contingent now or hereafter due owing or incurred to the Chargee by the Company and/or the Customer (as defined in paragraph 6 below) (whether alone or jointly with any other person and whether on any financing, banking or other account or otherwise in any manner whatsoever style name or form and whether as principal or surety) together with principal, purchase price, profit to date of full payment, commission, compensation (*Ta’widh*), fees, charges, legal fees (including legal fees and expenses of the Chargee’s solicitors), and all other

Company No.

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2

costs, charges and expenses which may be incurred by the Chargee.

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 Customer").

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 affected is: [insert property**]

("the Property").

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

- A. Continuing Security

The security created by this Assignment is and will be a continuing security for the Indebtedness, and will continue to be held by the Chargee until:

(a) all amounts outstanding under the Facilities (as defined in the Assignment), including contingent liabilities, have been fully settled by the Customer and/or the Company; and

(b) the Chargee has been fully released from all its obligations or contingent liabilities under the Facilities or under any other instrument issued by the Chargee for the account of the Customer,

even if the Customer and/or the Company ceases to be indebted to the Chargee for any period(s), and regardless of:

(i) any account(s) ceasing to be current or any settlement or closure of account(s) or otherwise;

(ii) the death, insanity or bankruptcy of the Customer and/or the Company;

(iii) the voluntary or compulsory liquidation of

Company No.

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3

the Customer and/or the Company;

- (iv) any change by amalgamation, consolidation or otherwise which may be made in the constitution of the Company by which the business of the Customer and/or the Company is currently being carried on; or
- (v) any change in the constitution or composition of the firm by which the Customer's business is currently being carried on, whether by death, retirement, admission of partners, or any other reason.

B. Restriction against other charges

- (a) The Company declares that there is no mortgage, charge, pledge, lien, security assignment, right of set-off, caveats, or other Security Interests (as defined in the Assignment) or any similar agreement or arrangement having priority over, or ranked equal, to the Property under this Assignment.
- (b) the Company agrees not to sell, charge, mortgage, assign, execute any form of debenture (whether fixed or floating), pledge or lien, lease, agree to lease, let, or part with possession of all or any part of the Property, or raise money on the security of the Company's rights in the Property, or deal with the Property in any manner without the Chargee's prior written consent. The Chargee's consent can be given or withheld at the Chargee's absolute discretion.
- (c) the Assignment will not affect any collateral security now or in future given to the Chargee, whether the same is to secure full payment of the Indebtedness, and whether the Security (as defined in the Assignment) is taken as additional or collateral security or otherwise.

C. Covenant to perfect and provide further security

- (a) The Company will, whenever required by the Chargee, execute in favour of the Chargee (or the Chargee may direct) legal or other mortgages, charges, assignments, transfers, or agreements as required by the Chargee of and on the Company's estate, assets, or business, which now or in future will belong to the Company (including any vendor's lien) and the benefit of all licenses

Company No.

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4

held in connection with such estate, assets, or business to secure the Indebtedness.

- (b) Such mortgages, charges, assignments, transfers, or agreements will be prepared by or on behalf of the Chargee at the Customer's and/or the Company's cost, and will contain all terms and conditions required by the Chargee to protect its interest.

D. Leasing and possession

- (a) The Company will not lease, let out, or grant any licence or otherwise in any manner part with the possession or make or accept the surrender of any lease of or in respect of the Property or any part of the Property to any person, firms, or companies without the prior written consent of the Chargee.
- (b) The Chargee's consent may be given or refused at the Chargee's absolute discretion, and the decision of the Chargee will be final and conclusive.
- (c) The Company assigns and covenants to assign absolutely to the Chargee all the present and future rent, licence fees, rights and benefits accruing to the Company under any lease, tenancy, grant or licence in respect of the Property.

E. License

- (a) Regardless of anything in the Assignment, the Chargee has full authority to deal with the Property in such manner it deems fit at its absolute discretion.
- (b) During the continuance of the Assignment, the Chargee retains possession of the Property merely as the Chargee's licensee.
- (c) Within seven (7) days after the Company's license to occupy the Property has been terminated by a written notice from the Chargee, the Company must give immediate vacant possession of the Property to the Chargee or to such persons as the Chargee may direct.

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

- 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.

Company No.

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5

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

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*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.

LODGER INFORMATION

Name : *[insert name of the lodger],*
NRIC No :
Address : *[insert address of the legal firm]*
Phone No :
Email :