

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 : Legal Charge under the National Land Code 1965/Land Ordinance (Sabah Cap. 68)/Land Code (Sarawak Cap. 81).
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 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 in any manner whatsoever (whether alone or jointly with any other person and in whatever style name or form and whether as principal or surety) up to the principal sum of RM together with interest to date of full payment, commissions, fees, other banking charges and all costs, charges and expenses (including

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solicitor and client costs) incurred by the Bank ("Indebtedness").

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 : ("the Land")
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 : A. Continuing Security

The security created is and will be a continuing security for the Indebtedness, and will continue to be held by the Bank until all the Indebtedness has been fully settled by the Borrower and/or the Company and the Bank has been fully released from all its obligations or contingent liabilities, if any under the Banking Facilities or under any other instrument issued by the Bank for the account of the Borrower notwithstanding that the Borrower and/or the Company may at any time cease to be indebted to the Bank for any period(s), and regardless of:-

- (a) any account(s) ceasing to be current or any settlement or closure of account(s) or otherwise;
- (b) the death, insanity or bankruptcy or insolvency of the Borrower and/or the Company;
- (c) the voluntary or compulsory liquidation of the Borrower and/or the Company;
- (d) 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 the Company is currently being carried on; or

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- (e) any change in the constitution or composition of the firm by which the Borrower's business is currently being carried on, whether by death, retirement, admission of partners, or any other reason.

B. Dealing with Security

The Company will not, without the Bank's prior written consent (which consent may be withheld or granted upon such terms and conditions as the Bank may, in its absolute discretion, impose and the decision of the Bank will be final and conclusive):-

- (a) sell, transfer, charge or otherwise deal in any way with all or any part of the Land or any interest in the Land; or
- (b) make the same subject to any burden, charge, encumbrance, liability, or lien; or
- (c) make any application for the alteration of the category of land use or for the imposition of any fresh category of land use in respect of the Land, or for rescission removal or amendment of any condition or restriction affecting the Land.
- (d) the subdivision, amalgamation or surrender and re-alienation of the Land in any manner whatsoever.

C. 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 Land or any part of the Land to any person, firms, or companies without the prior written consent of the Bank.
- (b) The Bank's consent may be given or refused at the Bank's absolute discretion,

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and the decision of the Bank will be final and conclusive.

- (c) The Company assigns and covenants to assign absolutely to the Bank 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 Land.

D. Covenant to perfect and provide further security

- (a) The Company covenants and undertakes that it will duly and punctually:-
- (i) pay, and discharge all its obligations with respect to, the Indebtedness in accordance with the provisions of the Security Documents;
 - (ii) pay all costs, fees, charges and expenses whatsoever which the Bank may pay or incur in perfecting the present security or in enforcing or obtaining payment of all such moneys or in paying any expenses or outgoings whatsoever in respect of or in realising the securities (or any part thereof) and/or in defending prosecuting or otherwise howsoever taking part in or attending at (whether on a watching brief as observer or otherwise howsoever) any action, enquiry, hearing, suit or other proceedings whatsoever affecting the securities; and
 - (iii) pay the Indebtedness as and when the same falls due for payment or immediately on demand by the Bank, provided that neither this covenant nor the security created by or pursuant to this Charge shall extend to or include any obligation or sum which would,

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but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law.

(b) The Company acknowledges and agrees that the Bank can at its absolute discretion at any time suspend or cancel its Commitment, and demand for the immediate repayment of the Banking Facilities.

E. For other salient covenants or terms and conditions, please refer to the instrument of charge.

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 :