

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/*floating/*fixed and floating :
4. The description of the instrument(s) creating or evidencing the charge : Debenture ("the Debenture").
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 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 Bank for or at the request of

Company No.

--	--

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 : FIRST FIXED CHARGE over
- A. all immovable properties of the Issuer both present and future and all buildings and fixture (including trade fixture) from time to time on any such property;
 - B. all plant machinery vehicles computers and office and other equipment of the Issuer both present and future (excluding stock in trade of the Issuer).
 - C. all stocks shares bonds and securities of any kind whatsoever whether marketable or otherwise and all other interests including but not limited to loan capital of the Issuer both present and future in any company firm consortium or entity wheresoever situate including all allotments accretions offers rights benefits and advantages whatsoever at any time accruing offered or arising in respect of or incidental to the same and all stocks shares rights monies or property accruing thereto or offered at any time by way of conversion redemption bonus preference option or otherwise in respect thereof.
 - D. all book and other debts revenues and claims both present and future (including things in action which may give rise to a debt revenue or claim) due or owing or which may become due or owing to or purchased or otherwise acquired by the Issuer and the full benefit of all rights and remedies relating thereto including but not limited to any negotiable or non-negotiable instruments guarantees indemnities debentures legal and equitable charges

Company No.

--	--

and other security reservation of proprietary rights of tracing liens and all other rights and remedies of whatsoever nature in respect of the same.

- E. the uncalled capital goodwill and all patents, patent applications, trade marks, trade names, registered designs, copyrights and all licences and ancillary and connected rights relating to the intangible property both present and future of the Issuer.

FIRST FLOATING CHARGE over the undertaking and all other property assets and rights of the Issuer whatsoever and wheresoever both present and future including but not limited to the stocks in trade of the Issuer wheresoever situate (which is or may be from time to time while the Debenture is in force) comprised in the property and undertaking of the Issuer and the premises in A, B, C, D and E described above (if and in so far as the charges thereon therein contained shall for any reason be ineffective as fixed charges).

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. Conversion of Floating Charge into Fixed Charge
- (a) The Bank may at any time by notice in writing to the Issuer forthwith convert the said floating charge into a fixed charge as regards any of the Charged Assets specified in the said notice;
- (b) If the Issuer charges pledges or otherwise encumbers in favour of any third party whether by way of a fixed or floating security any of the Charged Assets in E above described in of the Debenture ("the floating Charged Assets") or attempts to do so without the prior consent in writing of the Bank;

Company No.

--	--

- (c) If any person attempts to levy any distress execution sequestration or other process against any of the floating Charged Assets;
- (d) If any floating charge created before or after the Debenture shall crystallise over any of the floating Charged Assets;
- (e) If a Receiver and/or Manager is appointed in respect of the Issuer or in respect of all any part of the floating Charged Assets;

then in any of such event or events in respect of any or all of the particular floating Charged Assets the floating charge shall crystallise as regards those particular floating Charged Assets but remain floating as regards the rest.

B Decrystallisation and Refloatation

- (a) Notwithstanding anything provided in the Debenture, at any time after the floating charge created by the Debenture shall have crystallised over any or all of the floating Charged Assets ("the Crystallised Fixed Charge") but before the appointment of any Receiver and/or Manager pursuant to the Debenture the Crystallised Fixed Charge shall upon written consent of the Bank (such consent to be given at the absolute discretion of the Bank) cease to attach to the aforesaid Charged Assets and shall refloat as a floating charge.
- (b) Where the Receiver and/or Manager have been appointed pursuant to the Debenture, the parties hereto mutually agree that the Bank may in its absolute discretion direct the Receiver and/or Manager to hand back the management of the floating Charged Assets to the Issuer and thereafter the Crystallised Fixed Charge shall cease to attach to the aforesaid floating Charged Assets and shall refloat as a floating charge.

Company No.

--	--

- (c) On refloatation of the Crystallised Fixed Charge the floating charge shall continue as if crystallisation had not taken place.

C. Restriction against other charges

- (a) The Issuer shall not during the subsistence of the Debenture without the consent in writing of the Bank execute or permit to subsist any form of charge mortgage debenture (whether fixed or floating) pledge or lien in respect of any of the Charged Assets (save any lien arising by operation of law in the ordinary course of trading).
- (b) The Issuer will not without the prior consent in writing of the Bank:-
- (i) sell assign discount factor pledge charge or otherwise dispose of all or any of the book debts revenue and claims both present and future (including things in action which may give rise to any debt revenue or claim) due or owing or which may become due or owing to or purchased or otherwise acquired by the Issuer or deal with the same other than to get in and realise the same in the ordinary course of its business in accordance with the Debenture;
- (ii) part with possession or transfer sell lease or otherwise disposed of the Charged Assets or any part thereof or attempt or agree to do so (except in the case of stock in trade which may be sold at market value in the normal course of trading as now conducted for the purpose of carrying on its business).

D. Covenant to provide further security

The Issuer shall at any time if and when required by the Bank to execute such legal or other mortgages charges pledges assignments transfers or agreements for the benefit of the Bank as the Bank shall require

Company No.

--	--

of and on all the Issuer's estates rights titles and interest 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 agreed to be paid or intended to be secured by the Debenture, 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 reasonable require.

E. Continuing Security

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

- (a) any account or accounts of the Issuer with the Bank may from 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 in the constitution of the Issuer by which the business of the Issuer is for the time being carried on;
- (c) the liquidation of the Issuer whether voluntary or compulsory.

F. Covenant to realise book debts

Get in and realise all book and other debts and claims charged by the Debenture in the ordinary course of its business and pay into its account with the Bank or to such account

Company No.

--	--

as the Bank may from time to time direct all monies which it may receive in respect of the same forthwith on receipt and pending such payment hold such monies on trust for the Bank and not (without the prior consent in writing of the Bank) charge or otherwise dispose of or release exchange compound set off or grant time or indulgence or otherwise deal with all or any of the same or purport so to do.

G. Severance of Plant Equipment and Machinery:-

- (a) The Bank or any Receiver and/or Manager appointed by the Bank may sever and sell plant equipment and machinery and other fixture (including trade fixture) charged under the Debenture ("the Charged Equipment") separately from the lands or premises to which they may be annexed.
- (b) If the Charged Equipment shall be affixed attached or secured to any land or premises of the Issuer which is or becomes the subject of a charge or lien (other than pursuant to the Debenture) the Issuer without any request required from the Bank will obtain the written acknowledgement of the chargee or lienholder 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 lienholder will not make any claim in relation thereto and will permit the Bank or the Receiver and/or 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.
- (c) If the Charged Equipment shall be affixed or secured to any land or premises of which the Issuer is not the owner, the Issuer shall prior to such affixing attaching or securing obtain the assent in writing of the owner thereof to the entry thereon and removal

Company No.

--	--

therefrom of the Charged Equipment by the Bank or the Receiver and/or Manager, as the case may be.

(d) The Issuer 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 and shall indemnify the Bank against any claim made in respect of such damage.

H. 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.

Company No.

--	--

LODGER INFORMATION

Name :

NRIC No. :

Address :

Phone No. :

Email :