

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
*fixed/*floating/*fixed and floating
4. The description of the instrument(s) creating or evidencing the charge : Legal Charge over the Lease as defined in paragraph 8 below made between the Company and **UNITED OVERSEAS BANK (MALAYSIA) BHD** [Registration No. 199301017069 (271809-K)] ("the Bank") ("the Charge")
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 Bank 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

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payment, commission, compensation (*Ta'widh*), fees, charges, legal fees (including legal fees and expenses of the Bank's solicitors), and all other costs, charges and expenses which may be 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 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 : The lease rights over the Land [insert details of the land] ("the Land") registered in the name of the Company pursuant to the National Land Code (Revised) 2020 /Land Ordinance (Sabah Cap. 68)/Land Code (Sarawak Cap. 81) ("the Lease").

9. The name and address of the chargee : **UNITED OVERSEAS BANK (MALAYSIA) BHD.** [Registration No. 199301017069 (271809-K)] of [insert address**]

10. Important covenants or terms and conditions of the instrument of charge : A. Continuing Security

The security created by the Charge is and will be a continuing security for the Indebtedness, and will continue to be held by the Bank until:

- (a) all amounts outstanding under the Facilities (as defined in the Charge), including contingent liabilities, have been fully settled by the Customer and/or the Company; and
- (b) the Customer and/or the Company has been fully released from all its obligations or contingent liabilities under the Facilities or under any other instrument issued by the Customer and/or the Company for the account of the Customer,

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

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

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or otherwise;

- (ii) the death, insanity or bankruptcy of the Customer and/or the Company;
- (iii) the voluntary or compulsory liquidation of 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. Covenant to perfect and provide further security

- (a) The Customer and/or the Company will, whenever required by the Bank, execute in favour of the Bank (or as the Bank may direct) legal or other mortgages, charges, assignments, transfers, or agreements as required by the Bank of and on the Customer's and/or the Company's estate, assets, or business, which now or in future will belong to the Customer and/or the Company (including any vendor's lien) and the benefit of all licences 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 Bank at the Customer's and/or the Company's cost, and will contain all terms and conditions required by the Bank to protect its interest.

C. Dealing with security

The Company will not, without the Bank's prior written consent:

- (a) sell, transfer, charge or otherwise deal in any way with all or any part of the Lease or any interest in the Lease; or
- (b) make the same subject to any burden, charge, encumbrance, liability, or lien or

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any Security Interest (as defined in the Charge); 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 Lease.

D. Leasing and possession

- (a) The Company will not lease/sub-lease, let out/sublet, or grant any licence or otherwise in any manner part with the possession or make or accept the surrender of the Lease 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 discretion, 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 the Lease, tenancy, grant or license in respect of the Lease.

- E. All covenants are of equal importance as contained in the 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

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*Director/*Secretary/*Agent in Malaysia

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** 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 :