

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) : Debenture made between the Company and
creating or evidencing the charge **UNITED OVERSEAS BANK (MALAYSIA) BHD**
[Registration No. 199301017069 (271809-K)] ("the
Bank") ("the Debenture")
5. Describe briefly the nature of liability : The aggregate of all monies (whether principal,
(present or prospective) secured by the charge profit, compensation (*Ta'widh*), commission, fees,
costs or charges) outstanding or payable or agreed
to be payable by the Customer and/or any other
Security Party to the Bank from time to time in
respect of the Facilities or any account and includes
all liabilities and obligations incurred by the
Customer and/or any other Security Party to the
Bank 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 : FIXED AND FLOATING CHARGES
- (1) A first fixed charge:
- (a) all immovable properties of the Company both present and future and all buildings and fixture (including trade fixture) from time to time on any such property and all plant, machinery, vehicles, computers and office and other equipment of the Company both present and future (excluding stock in trade of the Company);
 - (b) all shariah compliant stocks, share, bonds and shariah compliant securities of any kind whatsoever whether marketable or otherwise and all other interests/benefits including but not limited to capital of the Company 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 shariah compliant 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;
 - (c) all books 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 Company and the full benefit of all rights and remedies relating thereto including but not limited to any shariah compliant negotiable or non-negotiable instruments, guarantees indemnities, debentures, legal and equitable charge and other security, reservation of proprietary rights, rights of tracing lines and all other rights and remedies of whatsoever nature in respect of the same;

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(d) the uncalled capital, goodwill and all patents, patent applications, trademarks, trade names, registered designs and copyrights and all licenses and ancillary and connected rights relating to the intangible property both present and future of the Company;

(e) all the goodwill of all businesses for the time being carried on by or on behalf of the Company for the time being owned or held by the Company; and

(2) A first floating charge, the undertaking and all other property, assets and rights of the Company both present and future including but not limited to the stocks in trade of the Company (including bank deposits and credit balances) which is or may be from time to time while the Debenture is in force comprised in the property and undertaking of the Company described in item 8(1) above and if and in so far as the charges thereon herein contained shall for any reason be ineffective as fixed charges;

collectively "the Charged Assets").

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 : (1) Conversion of floating charge into fixed charge

(a) The Bank may at any time by notice in writing to the Company forthwith convert the said floating charge into a fixed charge any of the Charged Assets specified in the said notice.

(b) If:

(i) the Company charges, pledges or otherwise encumbers in favour of any third party, whether by way of a fixed or floating security any of the floating Charged Assets described in item 8(2) above ("the Floating Charged Assets") or attempts to do without the prior consent in writing of the Bank; or

(ii) any person attempts to levy any distress, execution, sequestration or other process against any of the Floating Charged Assets; or

(iii) any floating charge, whether created before or after the date hereof shall crystallise cover any of the Floating Charged Assets; or

- (iv) a Receiver, Receiver and Manager or Judicial Manager, as the case may be, is appointed in respect of the Company or in respect of all or 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 herein shall automatically crystallise and convert into fixed charge.

(2) Restriction against other charges

- (a) the Company shall not during the subsistence of the Debenture without the prior consent in writing of the Bank, execute or permit to subsist any form of security interest in respect of any of the Charged Assets (save any lien arising by operation of law in the ordinary course of trading).
- (b) the Company hereby covenants that it 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 Company or deal with the same other than to get in and realise the same in the ordinary course of its business; or
 - (ii) part with possession, transfer, sell, lease or otherwise dispose of the Charged Assets or any part thereof or attempt or agree so to do (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).

(3) Covenant to perfect and to provide further security

- (a) The Company shall upon request by the Bank promptly correct any defect, error or omission which may at any time hereinafter be discovered in the execution, acknowledgment, delivery or registration hereof and shall execute

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acknowledge and deliver to the Bank and shall file and register such further documents and assurance and take such further action as the Bank may from time to time reasonably request in order to more effectively carry out the intent and purposes of the Debenture and to establish protect and perfect the Debenture;

- (b) The Company shall at any time if and when required by the Bank or as the Bank shall direct so to do execute in favour of the Bank such legal or other mortgages, charges, pledges, assignments, transfers or agreements on all the Company's estates, rights, titles and interests in any of the Charged Assets now belonging to or which may hereafter be acquired by or belong to the Company (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 hereby agreed to be paid or intended to be hereby secured, such mortgages, charges, pledges, assignments, transfers or agreements to be prepared by or on behalf of the Bank at the cost of the Company and to contain all such terms and conditions for the benefit of the Bank as the Bank may reasonably require.

(4) Continuing Security

The security herein created is expressly intended to be and shall be a continuing security for all monies whatsoever now or hereafter from time to time owing to the Bank 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 Bank for any period or periods and notwithstanding:

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

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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

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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 :