

MR01

Particulars of a charge



100054-23

A fee is payable with this form.
Please see 'How to pay' on the
last page.

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☐ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument. Use form MR08



A13 *A7JTS075* #193
30/11/2018
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.



You must enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record.

Company details

Company number 03092546

Company name in full SCOTTISH GENERAL HOLDINGS LIMITED

For official use

→ Filling in this form
Please complete in typescript or in
bold black capitals.
All fields are mandatory unless
specified or indicated by *

Charge creation date

Charge creation date 28/11/2018

Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name UBS AG

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.

Continuation page

Please use a continuation page if you need to enter more details.

Description

Not applicable

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☒ **Yes**

☐ **No**

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ **Yes** Continue

☒ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ **Yes**

☐ **No**

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Trustee statement ●

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

● This statement may be filed after the registration of the charge (use form MR06).

Signature

Please sign the form here.

Signature

Signature

X

SHYNE HWANG (ASSOCIATE
28/11/2018 DIRECTOR).

ZING GAN

ZING GAN (ASSOCIATE
28/11/28 DIRECTOR)

X

This form must be signed by a person with an interest in the charge.

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Particulars of a charge

**Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name SHYNE HUANG

Company name UBS AG

Address One Raffles Quay

#50-01 North Tower

Post town Singapore

County/Region Singapore

Postcode

			0	4	8	5	8	3
--	--	--	---	---	---	---	---	---

Country Singapore

DX

Telephone +65-6495-8000

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.

**Important information**

Please note that all information on this form will appear on the public record.

**How to pay**

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'

**Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3092546

Charge code: 0309 2546 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th November 2018 and created by SCOTTISH GENERAL HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th November 2018.

Given at Companies House, Cardiff on 11th December 2018



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



Memorandum of Charge

To: UBS AG, including its head office and all of its branches from time to time
(and including, in each case, their successors and permitted assigns and transferees)

we hereby certify for and on behalf
of UBS AG that this document is
a true and correct copy of the original

Chargor¹

SCOTTISH GENERAL HOLDINGS LIMITED

Last name, first name / Company

Additional address details

LOWNDES STREET

Street

SW1X 9HX LONDON

Postal code

City

UNITED KINGDOM

Country

33

No.

ASSOCIATE
DIRECTORSHANE HUANG
28/11/18ASSOCIATE
DIRECTOR

28/11/18

UBS AG
ONE RAFFLES QUAY
#SD-01 NORTH TOWER
SINGAPORE 048583Borrower¹

SCOTTISH GENERAL HOLDINGS LIMITED

Last name, first name / Company

Additional address details

LOWNDES STREET

Street

SW1X 9HX LONDON

Postal code

City

UNITED KINGDOM

Country

33

No.

Notice

This Memorandum of Charge ("MoC") is in addition to all existing security which the Bank (as defined below) may have from the Chargor. It should be read together with the Charge over Assets as set out in Section 5 of the General Terms and Conditions of the Bank's Hong Kong/Singapore branch (as may be amended, supplemented and/or varied from time to time) (the "General Terms and Conditions"), and references to the "Memorandum of Charge" therein shall include this MoC. Nothing in this MoC shall in any way diminish, annul or otherwise prejudice all existing security which the Bank may have from the Chargor (including without limitation any Memorandum of Charge and/or Charge over Assets executed prior to the date hereof), the validity, priority and enforceability of which shall remain unaffected by this MoC. If the Chargor does not understand fully any of the provisions of this MoC or their legal effect, it is most important that the Chargor should obtain independent legal advice before signing it. For Chargors securing the obligations of third parties, please refer to the **Note to Chargors** at the end of this MoC.

By signing this MoC, all the Chargor's assets and any other property from time to time held with the Bank will be charged to the Bank as security for the Borrower's obligations and liabilities now or at any time due to the Bank. For the avoidance of doubt, the Banking Relationship indicated above is for internal reference only and does not limit the Bank's rights against any and all other accounts of the Chargor(s).

In consideration of the Bank making or continuing to make the Facilities available to any of the borrowers listed above (the "Borrowers"), the Chargor irrevocably and unconditionally covenants to pay on demand the Secured Indebtedness, and as sole beneficial owner(s) or sole trustee of the assets on behalf of the beneficial owner(s) (as the case may be), hereby charges and agrees to charge in favour of the Bank by way of first fixed charge, and assigns and agrees to assign absolutely to the Bank all its present and future rights, title and interest in and to and pledges the Charged Assets, including without limitation, all Securities which are at any time and from time to time kept or maintained by the Chargor in the Designated Account maintained by the Chargor with the Depository Agent or held by the Depository Agent to the order of the Chargor, whether as nominee or otherwise, as continuing security for the due and punctual payment and discharge of the Secured Indebtedness.

All terms used in this MoC shall have the same meanings as defined in the said Charge over Assets which, save as expressly varied or stated otherwise herein, are incorporated into and form part of this MoC. In particular, the following terms in the Charge over Assets shall be amended as follows for the purposes of this MoC:

- a) the term "**Designated Account**" shall mean "the account(s) and/or sub-account(s) opened and maintained or to be opened and maintained from time to time by the Chargor (whether jointly with any other Chargor(s) or in its own name, and shall include any re-numbering, re-designation or substitution of such account(s)) with the central depository or the Depository Agent (wherever located), as the case may be, in respect of the Securities to be charged and/or assigned under this MoC pursuant to Clause 2 in Section 5 of the General Terms and Conditions, including without limitation a pledged securities account with the Bursa Malaysia Depository Sdn Bhd in accordance with the Securities Industry (Central Depositories) Act 1991 of Malaysia"; and

¹ Permanent address for Individual/Joint Chargor(s)/Borrower(s)
Registered address for Corporate/Trust Chargor(s)/Borrower(s)

- b) **"Bank"** shall mean "UBS AG, which shall include its head office and all of its branches from time to time (and including, in each case, their successors and permitted assigns and transferees)". The definition of "Bank" in this paragraph (b) shall (unless UBS AG in its sole discretion otherwise thinks fit) override any other definition of "Bank" that may otherwise apply by virtue of any provision of the General Terms and Conditions (including without limitation Section 1 and Section 2 of the General Terms and Conditions) for the purposes of any reference to "Bank" in this MoC or in the Charge over Assets, as intended to be read together with, or to the extent incorporated into and forming part, of this MoC.

The term "Chargor" shall be interchangeable with the term "Borrower" if the Chargor is also the Borrower.

Signature(s) Individual/Joint

Signed, Sealed and Delivered by (Signature of Chargor)



Signature of account holder / authorised representative

L.S.

Date (dd.mm.yyyy)

Name of account holder / authorised representative

Signature(s) – Individual/Joint – Spousal Consent (to be executed by the spouse of an individual Indonesian Chargor)

I/We, the spouse(s) of the Chargors referred to below (the "Chargor") have read the MoC hereinbefore and consent to the creation of the MoC and the enforcement by the Bank (being UBS AG, including its head office and all of its branches from time to time (and including, in each case, their successors and permitted assigns and transferees), or any of them) of the MoC upon exercise by the Bank of any of its rights and remedies therein and that such enforcement may be in the court of the Republic of Singapore or any other jurisdiction as the Bank may at its absolute discretion deem fit.

Signed, Sealed and Delivered by (Signature of Spouse)



Signature of Spouse

L.S.

Date (dd.mm.yyyy)

Name of Spouse

NRIC/Passport No. of Spouse

Name of Chargor



010156130401000810201802042

Signature(s) – Corporation/Trust

Executed as a deed by² (Signature of authorised representative)

SCOTTISH GENERAL HOLDINGS LTD

Name of Chargor

Signature of account holder / authorised representative

L.S.

28.11.2018
Date (dd.mm.yyyy)

Name of account holder / authorised representative

In the presence of (Signature of Witness²)

Signature of Witness

Name of Witness

28.11.2018
Date (dd.mm.yyyy)

Notes:

² If this MoC is given by a corporation, the Bank may

- a) require a separate certified copy of a board resolution of the corporation resolving to enter into this MoC and authorising its execution, and
- b) effect such registrations in relation to this MoC with such government registries and agencies, as the Bank considers appropriate, and
- c) require that the corporation affixes its common seal hereto in the presence of witnesses if the constitutional documents require the same.

Incorporated in Switzerland with limited liability.



0101556130401000810201803049

Note to Chargors securing Third Party's obligations

Chargors providing security for third party's obligations should note the following:

1. As a third party security provider, you may become liable for the indebtedness or obligations of the Borrower instead of or together with the Borrower. You may also be exposed to the Borrower's economic risks of trading in securities, derivatives and/or currencies on a margin basis, which you may not be able to mitigate. The Borrower's risk appetite may be higher than yours and may not necessarily be reflected in your risk tolerance assessment with the Bank. By entering into this MoC, you confirm that (i) you have read and understood the Risk Disclosure Statement in the General Terms and Conditions, and in particular (without limitation) acknowledge that the use of leverage or trading on a margin basis may result in large losses, (ii) you have the ability to assess and understand, and agree to bear, the risks described herein, and (iii) you agree to provide security for the Borrower's indebtedness and exposure notwithstanding your risk appetite may be different from that of the Borrower, and you consider providing security for third party obligations to be appropriate having considered your own circumstances including your financial position and tolerance of risk.

2. The provisions governing this security include an "All Monies Clause" which means that you could be liable to discharge all liabilities and obligations, whether present or future, actual or contingent, incurred to the Bank (being UBS AG, including its head office and all of its branches from time to time (and including, in each case, their successors and permitted assigns and transferees), or any of them) at the time of signing and thereafter by the Borrower, in each case

whether individually or jointly and whether as surety or otherwise. Liability thereunder is unlimited.

3. The assets in your account so charged may be realised, disposed of or sold by the Bank at such price without notice in order to satisfy the Borrower's obligations.

4. In addition, the Bank has the right to demand from you additional collateral at any time if the market value of the assets in your account as determined by the Bank is insufficient to secure the obligations owed by the Borrower to the Bank. Failure to do so promptly will constitute an event of default entitling the Bank to terminate the Credit Services, demand immediate repayment and realise or appropriate assets in your account in order to satisfy the Borrower's obligations.

5. Liabilities will arise in the event of a default by the Borrower of his obligations owed to the Bank or if the Borrower or yourself is declared bankrupt or insolvent or in certain other specified circumstances.

6. Your obligations under the provisions governing this security will continue until all liabilities owed by the Borrower to the Bank are fully discharged and so cannot be terminated by notice. Upon discharge of such liabilities in full, the Bank will, at your request, execute a release of the security.

7. You may request the Bank to deliver a copy of any credit facility letter to the Borrower, the Borrower's latest account statement in the Bank's possession and/or the Bank's formal demand for overdue payment, if any. Upon receipt of such request in writing, the Bank shall deliver the requested document(s) to you.

