



GOVERNMENT NOTICE NO. ...

PERSONAL PROPERTY SECURITY ACT

(ACT NO 8 OF 2013)

PERSONAL PROPERTY SECURITY REGULATIONS, 2015

IN EXERCISE of the powers conferred by section 122 of the Act, I, JOSEPH MWANAMVEKHA, Minister of Industry and Trade, make the following Regulations—

PART 1 - PRELIMINARY

Citation                    1.        These Regulations may be cited as the Personal Property Security Regulations, 2015.

Interpretation            2.        In these Regulations, unless the context otherwise requires—

“ address” means—

(a)     a physical address or a post office box number, city, postal code and district;

(b)     village, traditional authority and district; or

- (c) an electronic address;

“ amendment” means a modification of information contained in a registration to which the financing change statement relates;

“ initial financing statement registration number” means the unique identifier assigned to the initial financing statement on its registration that is permanently associated with such financing statement;

“ serial number” means-

- (a) in the case of a motor vehicle, the vehicle identification number marked or attached to the body frame by the manufacturer;
- (b) in the case of a boat and train, the serial number marked on or attached to the boat or train by the manufacturer; and
- (c) in the case of an aircraft, the registration marks assigned to the airframe by the relevant authority or the serial number marked on or attached to the airframe by the manufacturer; and

“ serial-numbered goods” means a motor vehicle, train, boat or aircraft that has a serial or identification number permanently marked on or attached to its principal part by a manufacturer or a relevant authority.

PART II- ADMINISTRATION OF THE PERSONAL  
PROPERTY SECURITY REGISTRY

Registrar of the  
Personal Property  
Security Registry

3.- (1) The Registrar General shall be the Registrar of the Personal Property Security Registry (in these Regulations otherwise referred to as the “ Registry” ) and shall supervise and administer the operation of the Registry.

(2) In addition to the powers conferred to by the Act, the Registry shall also receive, store, and make accessible to the public registrations with respect to security interests in personal property for the purpose of implementing the purposes referred to in the Act.

Access to the  
Registry

4.- (1) Any person may have access to the Registry to submit financing statements or to conduct a search in accordance with the requirements of the Act and these Regulations.

(2) Each office of the Registry is open to the public during the days and hours specified for that office by the Registrar. Registry office locations and opening hours are published on the Registry’ s website and posted at each office.

(3) Notwithstanding subregulation (2), the Registrar may suspend access to the Registry or to Registry services in whole or in part only for maintenance or servicing purposes, or where circumstances arise that make it impossible or impractical to provide access.

(4) Notice of the temporary suspension of access or service and its expected duration shall be published on the Registry' s website and at the offices of the Registry.

Conditions for the provision of Registry services

- 5.- (1) A financing statement shall not be registered if—
- (a) it is not submitted in the form prescribed in the First Schedule to these Regulations; or
  - (b) it does not provide the information prescribed in section 53 of the Act and regulation 14;
  - (c) the person who filled in the information prescribed by section 53 of the Act did not identify himself in the manner prescribed by the Registry; or
  - (d) a prescribed fee has not been paid.

(2) If the Registry rejects a registration, the Registry shall provide the reason for the rejection as soon as practicable in the manner provided in Form VIII of the First Schedule to these Regulations.

(3) A user account for a person may be established when a contract providing for an account has been concluded between the person and the Registry.

(4) Access to the Registry services shall be in accordance with these Regulations and the terms of the contract referred to in this regulation.

(5) Execution of a contract providing for an account is sufficient identification of the person according to this regulation.

(6) A financing statement submitted other than through a user account, shall include a copy of the valid driver's licence, passport or voter registration card of the person who filled in the information.

### **PART III - REGISTRATION OF FINANCING STATEMENTS**

When financing statement may be registered and authorization to register

6.- (1) A secured party may register a financing statement before or after a security agreement is concluded.

(2) By entering into a security agreement, a debtor authorizes the registration of a financing statement and any amendments thereto.

(3) A debtor may, in writing, authorize registration of a financing statement prior to the conclusion of a security agreement.

All required information to be provided

7.- (1) A person submitting a financing statement for registration shall ensure that all information that is required by the Act and these Regulations to be contained in a financing statement is provided legibly in the fields designated for entering information of that kind.

Duties and responsibilities of the Registry

(2) For the submission of a financing statement, financing change statement, termination form, enforcement form, cancellation form and search request, a person shall, respectively use the appropriate Forms prescribed in the First Schedule to these Regulations.

8.- (1) The Registry shall not be responsible for changes, omissions or corruption of electronically transmitted information which occurred prior to its receipt.

(2) The Registry shall reject a financing statement or search request if—

(a) the statement or the request does not provide the required information as prescribed in these Regulations; or

(b) the information is provided in a form or document not prescribed in First Schedule to these Regulations.

(3) The Registry and any Registry employee shall not conduct any scrutiny of the content of the financing statement, and in particular, it is not the responsibility of the Registry to ensure that information is complete, accurate and legally sufficient.

(4) The Registry shall not determine whether or not the registration of an initial financing statement or financing change statement has been authorized as provided in section 61 of the Act and regulation 6.

(5) Information provided in financing statements shall be entered into the Registry as received, and no character substitution or truncation will be performed.

(6) Information shall not be deleted from the Registry, whether or not a financing change statement discharging the registration has been registered.

(7) Expired registrations shall be maintained in the Registry and searchable by the public for six months following their expiration.

(8) Discharged and expired registrations shall be identified as such in a search.

(9) Six months after the expiry, registrations shall cease to be publicly searchable and shall be removed into an archive from which it may be retrieved only by the Registry employees.

(10) The Registry shall, as soon as it is reasonably practicable after a financing statement has been registered, provide a verification statement to the person who submitted the financing statement for registration.

Duties of a secured party

9.- (1) A person named as a secured party in a registration shall, not later than fifteen working days after the day on which the person received a verification statement, provide to a debtor a copy of the verification statement, unless the debtor has waived in writing the right to receive it.

(2) If a registration covers consumer goods, the secured party shall discharge the registration within fifteen working days after all obligations under the security agreement creating the security interest are performed, unless the registration lapses before the expiration of that period.

(3) In cases not governed by subregulation (2), the debtor may give a written demand to the secured party to amend or discharge the registration if—

- (a) all of the obligations under the security agreement to which the registration relates have been performed and there is no commitment to make future advances;
- (b) the secured party has agreed to release part of the collateral described in the registration;
- (c) the collateral described in the registration includes an item or kind of property that is not collateral under a security agreement between the secured party and the debtor;
- (d) no security agreement exists between the parties; or
- (e) the security interest is extinguished in accordance with the Act.

(4) Upon receipt of the demand referred to in subregulation (3), a secured party shall, within fifteen working

days, register, a financing change statement amending or discharging the registration pursuant to the demand; and

(5) The failure of the secured party to act on the demand shall entitle the debtor to resort to the court as provided in sections 76 and 77 of the Act.

#### **PART IV - SEARCHES AT THE REGISTRY**

Searchable record  
and criteria

10.- (1) The Registry shall maintain for public inspection a searchable record of all registrations according to the criteria set out in regulation 10(d) and (e).

(2) A search of the Registry may be carried out without the need for the searcher to justify the reasons for the search.

(3) The Registry shall create a record that bears the initial financing statement registration number and the date and time of registration, and shall index any and all related financing change statements in the same record.

(4) All registrations are publicly searchable according to the identification number of the debtor and initial financing statement registration number.

(5) Registrations that cover serial-numbered goods are also publicly searchable according to the serial number.

Requirements for  
searching

11.- (1) Searches at the Registry shall be available on the Internet, twenty four hours a day, everyday, including weekends and national holidays without the need for the searcher to justify the reasons for the search.

(2) A searcher may request a search at the Registry by delivering to the Registry offices Form VI prescribed in the First Schedule to these Regulations.

(3) A searcher shall, according to the type of search being carried out, enter the relevant criteria in the designated fields of Form VI prescribed in the First Schedule.

(4) A person who submitted a registration or carried out search at the Registry with a frivolous, malicious or criminal purpose or intent shall be subject to civil and criminal penalties according to the relevant laws of Malawi.

Search results  
and certificates

12.- (1) A search result shall either indicate that no registrations were retrieved against the search criterion provided by the searcher or shall set out all registrations searchable in the Registry at the date and time when the search was performed as prescribed in the Form VII of the First Schedule to these Regulations.

(2) Any person may submit a request to the Registry to issue a certificate of search using a search criterion specified in regulation 10 (4) and (5).

(3) The Registry shall issue a certificate upon receipt of a request under this regulation and payment of the prescribed fee.

(4) A certificate issued by the Registry shall be conclusive evidence of the existence of information in the Registry as of the date and time of its issuance.

Search and effectiveness of the financing statement

13.- (1) A financing statement shall be registered at the time that a registration number, date and time are assigned to it by the Registry, and it shall not be effective against a third party until it becomes publicly searchable.

(2) The effectiveness of the registration shall not be affected by any defect, irregularity, omission, or error, unless the defect, irregularity, omission or error is seriously misleading.

(3) Effectiveness or ineffectiveness of a registration, as envisaged by section 65 of the Act, shall only be determined after a search has been conducted against an identification number of a debtor.

(4) In order to establish that a defect, irregularity, omission or error is seriously misleading, it is not necessary to prove that any person was actually misled by it.

(5) A registration that fails to correctly provide the identification number of the debtor in accordance with these Regulations is ineffective if it is not retrieved by a search under the correct identification number of the debtor;

(6) An incorrect identification number of a debtor in a registration does not render the registration ineffective with respect to other debtors correctly identified in the same registration;

(7) A registration that fails to correctly provide the serial number of the collateral in accordance with regulation 2 shall

be ineffective if it is not discovered by a search under the correct serial number of the collateral.

(8) An incorrect description of certain collateral shall not render the registration ineffective with respect to other collateral sufficiently described.

#### PART V - FINANCING STATEMENTS

Information  
required in an  
initial financing  
statement

- 14.- (1) A financing statement shall provide—
- (a) an identifier of the debtor;
  - (b) an identifier of a secured party or a representative of the secured party;
  - (c) a description of a collateral, including a serial number as provided in the Act and these Regulations;
  - (d) a date of prior registration, if prior registration law applies in respect of the security interest; and
  - (e) the maximum amount of the secured obligation.

(2) If there is more than one debtor or secured party, the required information shall be entered in the designated field separately for each debtor or secured party.

Identification information of a debtor who is an individual

15.- (1) If a person to be identified in a financing statement is an individual, the financing statement shall include the following information—

- (a) the identification number as defined in subregulation(2);
- (b) the first name;
- (c) the first middle name;
- (d) the last name as they appear on the official document defined in subregulation(2); and
- (e) an address.

(b) For the purposes of these Regulations and the Act, an individual debtor' s identification number and the name is the identification number and the name that—

- (a) appears on a validly issued driver' s licence;
- (b) if the individual does not have a valid driver licence, the debtor' s identification number and the name is the identification number and the name that appears on a valid passport issued by the Government of Malawi; or

(c) If the individual has neither a valid drivers' licence nor a passport, the debtor's identification number and the name is the identification number and the name that appears on a valid voter registration card issued by the Malawi Electoral Commission.

(3) If a debtor is an individual who is neither a citizen nor a resident of Malawi who has one of the documents identified in subregulation (2), the debtor's identification number and the name is the passport number and the name that appears in the passport issued by a foreign government.

(4) If a debtor is an individual whose full name consists of only one word, that word shall be entered as both the debtor's first and last names.

(5) If a debtor is an individual who carries on business as a sole proprietor that is not registered in the Business Registration Act, 2012, under a name or style other than the debtor's own name, the secured party must provide the debtor's identification information pursuant to this regulation.

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2012

Identification of a  
debtor who is an  
organization

16.- (1) If a debtor is an organization, the financing statement shall include the following information—

(a) the identification number of the debtor as defined in subregulation(3);

(b) the name of the organization specified in a current document constituting the

organization that is registered in the Malawi business registration database or other registry; and

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- (c) if the organization is not registered under the Trustees Incorporation Act, the name of the organization as set out in its constitution, partnership agreement, its charter or other similar document or law constituting the organization.

(2) For the purposes of these Regulations, an organization debtor's identification number is the debtor's registration number assigned by the Malawi business registration database upon its registration.

(3) If the organization debtor is not registered, the debtor's identification number is the tax payer identification number issued by the Malawi Revenue Authority.

Change of  
identification  
number

17.- (1) If an identification number of the debtor has changed the registration remains effective to perfect a security interest in collateral acquired by the debtor within three months after the identification number of the debtor in the registration became incorrect;

(2) A security interest shall remain perfected as to collateral that has been acquired after the debtor's identification number has changed, if the registration is amended to add the new identification number within three months after the change.

Identification of secured party

18.- (1) A financing statement shall identify the secured party pursuant to section 55 of the Act and regulations 15 and 16.

(2) A financing statement sufficiently identifies the secured party—

(a) if the secured party is an individual, it provides the individual's unique identification number as provided in regulation 15, the name, and address;

(b) if the secured party is an unregistered company, it provides the identification number as provided in regulation 16, the name and address of the company as provided in its formation documents, charter or other document creating the company; or

(c) if the secured party is a registered company, the company name indicated in it under the Companies Act and a unique number assigned to it on its registration as provided in regulation 16.

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General requirements for description of a collateral

19.- (1) A financing statement shall include a description of a collateral that is clear enough to enable the collateral to be identified.

(2) A financing statement sufficiently describes the collateral if it provides a description of the collateral as provided in section 6 of the Act.

Description of serial-numbered goods

20.- (1) If a financing statement covers serial-numbered goods, it shall contain the following information—

(a) an indication of the relevant type of the serial-numbered goods as defined in regulation 2; and

(b) a serial number as defined in regulation 2 .

(2) Subregulation (1) shall not apply to serial-numbered goods that are held as inventory. A description of serial-numbered goods held as inventory is sufficient if it satisfies the requirements of section 6 of the Act.

Term of effectiveness of the registration

21.- (1) Unless otherwise indicated by a secured party, a term of effectiveness of a registration shall be five years.

(2) A registration of a financing statement under the Act and these Regulations shall be effective until whichever is the earlier of—

(a) the expiration of the term specified in the registration;

(b) the expiration of five years commencing on the date on which the financing statement was registered; or

(c) when the registration has been discharged before the expiration of the relevant period referred to in subregulations (1) and (2).

(3) A registration may be renewed by registering a financing change statement before the effectiveness of the registration expires.

(4) Except as otherwise provided in these Regulations, the period of time for which a registration shall be effective is extended until whichever is earlier of—

(a) the expiration of the new term specified in the financing change statement; or

(b) the expiration of five years commencing on the date on which the financing change statement was registered.

(5) A financing change statement, other than an extension, does not extend the term of effectiveness of the registration.

(6) A financing change statement extends the term of effectiveness of the registration beginning from the time of expiry of the current term.

Information  
required for  
registering prior  
security interest

22. For the registration of a prior interest as defined in section 130 of the Act, a financing statement shall provide the following information—

- (a) if section 132 of the Act applies—
  - (i) the date of prior registration of the prior interest;
  - (ii) the type of the prior interest, whether floating charge, fixed charge or similar;
  - (iii) the relevant prior registration law; and
- (b) if section 133 of the Act applies—
  - (i) the date of creation of the prior interest; and
  - (ii) the relevant enactment under the prior registration law.

Maximum amount of the secured obligation

23. When submitting the financing statements referred to in regulation 22, a secured party shall include, in the financing statement, a maximum amount of the secured obligation in numbers and in a currency.

Registration of a financing change statement

24.- (1) An amendment to a registration may be effected by the person named as the secured party in the registration or by its agent by registering a financing change statement at any time before expiration of the effectiveness of the registration.

(2) A registration of a financing change statement is ineffective unless it has been properly authorized by the secured party.

(3) An amendment to a registration that adds a collateral, that adds a new debtor or that modifies the maximum amount of the secured obligation is effective as to the added collateral, the added debtor and the new maximum amount only from the date when the financing change statement is registered.

(4) If the financing change statement relates to an assignment, it shall identify the assignor and the assignee.

(5) If a court has made an order of amendment of a registration pursuant to section 77 of the Act, the court shall submit the financing change statement with an order or a summary statement of the court order to the Registry.

(6) If a secured party transfers a security interest perfected by registration, the security interest shall remain effective.

(7) Where a security interest has been transferred pursuant to subregulation (6), the transferee shall have no obligation to amend the registration that names the transferor as the secured party or to register a new financing statement against the debtor.

(8) If a security interest has been subordinated by the secured party to the interest of another person, the secured party or the other person may register a financing change statement in order to disclose the subordination.

Information  
required in a  
financing change  
statement

25.- (1) A secured party who wishes to register a financing change statement shall—

- (a) provide the initial financing statement registration number of the financing statement to which the financing change statement relates;
- (b) indicate whether the purpose of the amendment is to add, change or delete information in a registration;
- (c) if information is to be added, indicate the additional information in the manner provided in regulations 15, 16, 18, 19, and 20; and
- (d) if information is to be changed or deleted, enter the information to be changed or deleted; and in case of a change, also enter new information in the manner provided in in regulations 15, 16, 18, 19, and 20.

(2) A person who enters information into the financing change statement shall identify the secured party authorizing the registration.

Enforcement  
form

26.- (1) Commencement of enforcement requires registration of the enforcement form.

(2) A secured party shall register the enforcement form under this regulation within seven working days of default.

(3) A secured party shall include in the enforcement form the following information—

- (a) the initial financing statement registration number of the financing statement to which the enforcement form relates;
- (b) identification of a debtor pursuant to regulations 15 or 16, whichever is applicable;
- (c) identification of the secured party authorizing the registration pursuant to regulation 18; and
- (d) a description of the collateral against which the enforcement is sought.

Cancellation of enforcement form

27.- (1) If a debtor cures a default and reinstates the security agreement, the secured party shall register the cancellation of enforcement Form as prescribed in Form V of the First Schedule to these Regulations.

(2) A secured party shall, within seven days of reinstatement of a security agreement, register a cancellation of enforcement form.

(3) [A secured party] shall in the cancellation of enforcement form under this regulation include—

- (a) the initial financing statement registration number of the financing statement to which the cancellation of enforcement form relates;
- (b) an identification of the debtor pursuant to regulations 15 or 16;
- (c) an identification of the secured party authorizing the registration pursuant to regulation 18; and
- (d) the reason for reinstatement of the security agreement.

Discharge of  
registration

28.- (1) A secured party shall discharge a registration if the requirements of regulation 9 have been satisfied.

(2) A secured party shall in the termination form prescribed in Form III of the First Schedule to these Regulations include—

- (a) an initial financing statement registration of the financing statement to which the termination form relates; and
- (b) an identification of the secured party authorizing this registration pursuant to regulation 18.

## **PART VI - MISCELLANEOUS MATTERS**

Liability of the Registry

29.- (1) Subject to any written law, the Registrar shall be responsible for reasonable loss or damage suffered by a person as a result of the Registry system malfunction.

(2) The Registrar shall be responsible for reasonable loss or damage suffered by a person as a result of advice given by the Registrar, the Deputy Registrar, an officer or an employee, or an agent of the Registry in respect of legal requirements, including legal effect of registration under the Act and these Regulations.

(3) The Registrar shall not be responsible for loss or damage suffered by a person as a result of advice given by the Registrar, the Deputy Registrar, an officer or an employee, or an agent of the Registry in respect of operational aspects of registration system under the Act and these Regulations.

Fees

30.- (1) The Registrar may enter into an agreement with users of the Registry, to provide for access to the Registry in such manner and on such terms and conditions as the Registrar considers advisable.

(2) Without prejudice to the generality of subregulation (1), the terms and conditions imposed by the Registrar under the subregulation (1) may include payment of access fees.

(3) The Registrar may enter into an agreement with a user of the Registry, establishing an account with the Registry to enable fees that are payable under this regulation to be charged on a continuing basis against the balance in the person' s account.

Judicial proceedings

31.- (1) On application of an interested person, a court may determine any issue under the Act.

(2) Proceedings under the Act or these Regulations shall be by way of motion or originating summons.

Damages

32. The prescribed damages for purposes of section 108(3) of the Act are K100, 000.

Registry forms

33.- (1) The Registry shall issue and make available the forms of financing statements, search and certificate requests as prescribed in First Schedule to these Regulations.

(2) The Registry may modify the design and presentation without altering the content of the forms as prescribed in the First Schedule;

(3) The Registry may, on proper advance notice, update the forms; and

(4) The Registry may issue and make available any other forms for the implementation of the Act.

Forms that satisfy the requirements of the Act

34.- (1) For the purposes of the Act, the forms referred to in the Second Schedule provide sufficient information and have satisfied the applicable requirements of the Act.

(2) Notwithstanding subregulation (1), a court may find a form insufficient and hence not in compliance with the Act on the basis of the information inserted by a person that has issued or executed the form.

(3) Any document registered in the Registry that is not prescribed by the Act or these Regulations shall not be construed in place of or in derogation from or in addition to a form prescribed by the Act or these Regulations.

Other forms  
necessary for the  
implementation  
of the Act

35. (1) For the purposes of section 16(b) of the Act, a bailee holds the goods on behalf of a secured party when he has executed a form in the manner prescribed in Form I of the Second Schedule to these Regulations.

(2) For the purposes of section 61(2) of the Act, the debtor may authorize registration of a financing statement prior to the conclusion of a security agreement in the manner prescribed in Form II of the Second Schedule to these Regulations.

(3) For the purposes of section 74 of the Act, a demand to a secured party to discharge a registration is sufficient if it has been issued in the form prescribed in Form III of the Second Schedule to these Regulations.

(4) For the purpose of section 89 of the Act, a secured party may collect and apply an account receivable by notifying the account debtor. Such notification may be served as a demand on the account debtor that is sufficient if it has been issued in the form prescribed in Form IV of the Second Schedule to these Regulations.

(5) Pursuant to section 94 of the Act, a notice of sale of the collateral is sufficient if it has been issued in the form prescribed in Form V of the Second Schedule to these Regulations.

(6) For the purposes of section 100(2) of the Act, a notice of proposal by the secured party to retain collateral in satisfaction of the secured obligation is sufficient if it has been issued in the form prescribed in Form VI of the Second Schedule to these Regulations.

**FIRST SCHEDULE (reg. 5, 7, 12, and 33)**

**FORMS OF FINANCING STATEMENTS AND SEARCH FORMS**

**I. INITIAL FINANCING STATEMENT**

Time of effectiveness of registration: (dd/mm/yyyy) (hh/mm/ss)
Registration No.:
THE ABOVE FIELDS ARE FOR REGISTRY OFFICE USE ONLY.

*IT IS THE SECURED PARTY'S RESPONSIBILITY TO ENSURE THAT ALL REQUIRED INFORMATION IS PROVIDED AND ENTERED IN THE DESIGNATED FIELD OF THE FINANCING STATEMENT IN A LEGIBLE MANNER AND THAT THE INFORMATION IS COMPLETE, ACCURATE AND LEGALLY EFFECTIVE.*

**A. DEBTOR**

<b>1. INDIVIDUAL</b>		
Last Name	First Name	Middle Name (if any)
Address (City/State/Postal Code or Village, Traditional Authority, District)	Street or P.O. Box (if any)	Electronic address (if any)
Identification number:		
<b>2. ORGANISATION</b>		
Name		
Address (City/State/Postal Code or Village, Traditional Authority, District)	Street or P.O. Box (if any)	Electronic address (if any)
Identification number:		

**B. SECURED PARTY**

<b>1. INDIVIDUAL</b>		
Last Name	First Name	Middle Name (if any)
Address (City/State/Postal Code or Village, Traditional Authority, District)	Street or P.O. Box (if any)	Electronic address (if any)
Identification number:		
<b>2. ORGANISATION</b>		
Name		
Address (City/State/Postal Code or Village, Traditional Authority, District)	Street or P.O. Box (if any)	Electronic address (if any)
Identification number:		

**C. DESCRIPTION OF THE COLLATERAL OTHER THAN SERIAL-NUMBERED GOODS**

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**D. DESCRIPTION OF SERIAL-NUMBERED GOODS**

1. Indicate the type of serial-numbered good: Serial number:
2. Indicate the type of serial-numbered good: Serial number:
3. Indicate the type of serial-numbered good: Serial number:

**E. TERM OF EFFECTIVENES OF REGISTRATION**

This financing statement shall be effective for the period of [ ] from the date of the registration
If no term specified this financing statement shall be effective for five (5) years

**F. MAXIMUM AMOUNT OF THE SECURED OBLIGATION**

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**G. REGISTRATION OF PRIOR SECURITY INTEREST**

Provide information pursuant to Regulation 22
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**H. ADDITIONAL INFORMATION (Optional)**

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**II. FINANCING CHANGE STATEMENT**

Time of effectiveness of registration:      (dd/mm/yyyy)      (hh/mm/ss)
THE ABOVE FIELD IS FOR REGISTRY OFFICE USE ONLY.

*IT IS THE SECURED PARTY' S RESPONSIBILITY TO ENSURE THAT ALL REQUIRED INFORMATION IS PROVIDED AND ENTERED IN THE DESIGNATED FIELD OF THE FINANCING STATEMENT IN A LEGIBLE MANNER AND THAT THE INFORMATION IS COMPLETE, ACCURATE AND LEGALLY EFFECTIVE.*

INITIAL FINANCING STATEMENT REGISTRATION NUMBER:
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SELECT ONE OR MORE OF THE FOLLOWING:

**A. ADD DEBTOR**

1. INDIVIDUAL		
Last Name	First Name	Middle Name (if any)
Address (City/State/Postal Code or Village, Traditional Authority,	Street or P.O. Box (if any)	Electronic address (if any)

District)		
Identification number:		
2. ORGANISATION		
Name		
Address (City/State/Postal Code or Village, Traditional Authority, District)	Street or P.O. Box (if any)	Electronic address (if any)
Identification number:		

## B. DELETE DEBTOR

1. INDIVIDUAL		
Last Name	First Name	Middle Name (if any)
2. ORGANISATION		
Name		

## C. CHANGE OF DEBTOR INFORMATION

### 1. DEBTOR TO WHOM THIS CHANGE RELATES

1. INDIVIDUAL		
Last Name	First Name	Middle Name (if any)
2. ORGANISATION		
Name		

### 2. NEW DEBTOR INFORMATION

1. INDIVIDUAL		
Last Name	First Name	Middle Name (if any)
Address (City/State/Postal Code or Village, Traditional Authority, District)	Street or P.O. Box (if any)	Electronic address (if any)
Identification number:		
2. ORGANISATION		
Name		
Address (City/State/Postal Code or Village, Traditional Authority, District)	Street or P.O. Box (if any)	Electronic address (if any)
Identification number:		

## D. ADD SECURED PARTY OR ASSIGNEE

1. INDIVIDUAL
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Last Name	First Name	Middle Name (if any)
Address (City/State/Postal Code or Village, Traditional Authority, District)	Street or P.O. Box (if any)	Electronic address (if any)
Identification number:		
2. ORGANISATION		
Name		
Address (City/State/Postal Code or Village, Traditional Authority, District)	Street or P.O. Box (if any)	Electronic address (if any)
Identification number:		

#### E. DELETE SECURED PARTY OR ASSIGNOR

1. INDIVIDUAL		
Last Name	First Name	Middle Name (if any)
2. ORGANISATION		
Name		

#### F. CHANGE SECURED CREDITOR INFORMATION

##### 1. SECURED CREDITOR TO WHOM THIS CHANGE RELATES

1. INDIVIDUAL		
Last Name	First Name	Middle Name (if any)
2. ORGANISATION		
Name		

##### 2. NEW SECURED CREDITOR OR ASSIGNEE

1. INDIVIDUAL		
Last Name	First Name	Middle Name (if any)
Address (City/State/Postal Code or Village, Traditional Authority, District)	Street or P.O. Box (if any)	Electronic address (if any)
Identification number:		
2. ORGANISATION		
Name		
Address (City/State/Postal Code or Village, Traditional Authority, District)	Street or P.O. Box (if any)	Electronic address (if any)
Identification number:		

### G. ADDITION OF COLLATERAL OTHER THAN SERIAL-NUMBERED GOODS

Insert description of collateral to be added.
---

### H. ADDITION OF COLLATERAL THAT ARE SERIAL-NUMBERED GOODS

1. Indicate the type of serial-numbered good: Serial number:
2. Indicate the type of serial-numbered good: Serial number:
3. Indicate the type of serial-numbered good: Serial number:

### I. DELETION OF COLLATERAL

Insert description of collateral to be deleted.
---

### J. CHANGE OF DESCRIPTION OF COLLATERAL

#### 1. COLLATERAL TO WHICH THIS CHANGE RELATES

Insert description of collateral to be changed.
---

#### 2. NEW DESCRIPTION OF COLLATERAL

Insert new description of collateral.
---------------------------------------

### K. SUBORDINATION OF SECURITY INTEREST

#### 1. SECURED CREDITOR SUBORDINATING ITS SECURITY INTEREST

1. INDIVIDUAL		
Last Name	First Name	Middle Name (if any)
2. ORGANISATION		
Name		

#### 2. SECURED CREDITOR WHO IS THE BENEFICIARY OF SUBORDINATION

1. INDIVIDUAL		
Last Name	First Name	Middle Name (if any)
Address (City/State/Postal Code or Village, Traditional Authority, District)	Street or P.O. Box (if any)	Electronic address (if any)
Identification number:		
2. ORGANISATION		
Name		

Address (City/State/Postal Code or Village, Traditional Authority, District)	Street or P.O. Box (if any)	Electronic address (if any)
Identification number:		

**L. EXTEND TERM OF EFFECTIVENES OF REGISTRATION**

The term of this registration shall be extended for the period of [ ]
If no period is specified the term of this registration is extended for five (5) years

**M. CHANGE MAXIMUM AMOUNT FOR WHICH SECURITY RIGHT MAY BE ENFORCED**

--

**N. SECURED PARTY AUTHORISING THIS REGISTRATION**

1. INDIVIDUAL		
Last Name	First Name	Middle Name (if any)
2. ORGANISATION		
Name		

**COURT IF AMENDMENT ORDERED PURSUANT TO A COURT ORDER**

Identify Court, order number and provide a summary of the order

**III. TERMINATION FORM**

Time of effectiveness of registration:      (dd/mm/yyyy)      (hh/mm/ss)
THE ABOVE FIELD IS FOR REGISTRY OFFICE USE ONLY.

*IT IS THE SECURED PARTY' S RESPONSIBILITY TO ENSURE THAT ALL REQUIRED INFORMATION IS PROVIDED AND ENTERED IN THE DESIGNATED FIELD OF THE FINANCING STATEMENT IN A LEGIBLE MANNER AND THAT THE INFORMATION IS COMPLETE, ACCURATE AND LEGALLY EFFECTIVE.*

INITIAL FINANCING STATEMENT REGISTRATION NUMBER:
--

**SECURED PARTY AUTHORIZING THIS REGISTRATION**

1. INDIVIDUAL		
Last Name	First Name	Middle Name (if any)
2. ORGANISATION		
Name		

**COURT IF DISCHARGE ORDERED PURSUANT TO A COURT ORDER**

Identify Court, order number and provide a summary of the order
---

**IV. ENFORCEMENT FORM**

Time of effectiveness of registration:      (dd/mm/yyyy)      (hh/mm/ss)
THE ABOVE FIELD IS FOR REGISTRY OFFICE USE ONLY.

*IT IS THE SECURED PARTY' S RESPONSIBILITY TO ENSURE THAT ALL REQUIRED INFORMATION IS PROVIDED AND ENTERED IN THE DESIGNATED FIELD OF THE FINANCING STATEMENT IN A LEGIBLE MANNER AND THAT THE INFORMATION IS COMPLETE, ACCURATE AND LEGALLY EFFECTIVE.*

INITIAL FINANCING STATEMENT REGISTRATION NUMBER:
--

**A. DEBTOR AGAINST WHICH ENFORCEMENT IS SOUGHT**

1. INDIVIDUAL		
Last Name	First Name	Middle Name (if any)
Address (City/State/Postal Code or Village, Traditional Authority, District)	Street or P.O. Box (if any)	Electronic address (if any)
Identification number:		

2. ORGANISATION		
Name		
Address (City/State/Postal Code or Village, Traditional Authority, District)	Street or P.O. Box (if any)	Electronic address (if any)
Identification number:		

**B. 1. COLLATERAL OTHER THAN SERIAL-NUMBERED GOODS SUBJECT TO ENFORCEMENT**

Insert description of collateral subject to enforcement.
--

**B. 2. COLLATERAL THAT IS SERIAL-NUMBERED GOODS SUBJECT TO ENFORCEMENT**

1. Indicate the type of serial-numbered good: Serial number: 2. Indicate the type of serial-numbered good: Serial number: 3. Indicate the type of serial-numbered good: Serial number:
---

**C. SECURED PARTY AUTHORIZING THIS REGISTRATION**

1. INDIVIDUAL		
Last Name	First Name	Middle Name (if any)
2. ORGANISATION		
Name		

**V. CANCELLATION OF ENFORCEMENT FORM**

Time of effectiveness of registration:      (dd/mm/yyyy)      (hh/mm/ss)
THE ABOVE FIELD IS FOR REGISTRY OFFICE USE ONLY.

*IT IS THE SECURED PARTY'S RESPONSIBILITY TO ENSURE THAT ALL REQUIRED INFORMATION IS PROVIDED AND ENTERED IN THE DESIGNATED FIELD OF THE FINANCING STATEMENT IN A LEGIBLE MANNER AND THAT THE INFORMATION IS COMPLETE, ACCURATE AND LEGALLY EFFECTIVE.*

INITIAL FINANCING STATEMENT REGISTRATION NUMBER:

**A. DEBTOR THAT HAS REINSTATED THE SECURITY AGREEMENT**

1. INDIVIDUAL		
Last Name	First Name	Middle Name (if any)
Address (City/State/Postal Code or Village, Traditional Authority, District)	Street or P.O. Box (if any)	Electronic address (if any)
Identification number:		
2. ORGANISATION		
Name		
Address (City/State/Postal Code or Village, Traditional Authority, District)	Street or P.O. Box (if any)	Electronic address (if any)
Identification number:		

**B. REASON FOR REINSTATING THE SECURITY AGREEMENT**

Indicate a reason for registering the cancellation of enforcement form.

**C. SECURED PARTY AUTHORISING THIS REGISTRATION**

1. INDIVIDUAL		
Last Name	First Name	Middle Name (if any)
2. ORGANISATION		
Name		

**VI. SEARCH REQUEST FORM**

*IT IS THE SEARCHER'S RESPONSIBILITY TO ENSURE THAT INFORMATION IN EITHER SECTION A OR B IS PROVIDED AND ENTERED IN A LEGIBLE MANNER.*

**A. DEBTOR**

1. Identification number of individual:
2. Identification number of organisation:

**B. INITIAL FINANCING STATEMENT REGISTRATION NUMBER:**

**C. RETURN TO**

Last Name	First Name	Middle Name (if any)
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Address (City/State/Postal Code or Village, Traditional Authority, District)	Street or P.O. Box (if any)	Electronic address (if any)
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## VII. SEARCH RESULT

A. TIME OF SEARCH:           (dd/mm/yyyy)           (hh/mm/ss)

**B. SEARCH CRITERION USED**

1. Identification number of debtor:
2. Initial financing statement registration number:

**C. SEARCH RESULT**

No corresponding registrations were retrieved.

The following corresponding registrations were retrieved:

	Initial financing statement registration number	Identification number of debtor	Collateral description
1			
2			
3			
4			
5			

## VIII. REJECTION OF A REGISTRATION OR A SEARCH REQUEST

A. TIME OF REJECTION:           (dd/mm/yyyy)           (hh/mm/ss)

**B. THE REGISTRATION IS REJECTED BECAUSE THE FINANCING STATEMENT FAILED TO PROVIDE THE FOLLOWING INFORMATION IN THE DESIGNATED FIELD OR IN A LEGIBLE MANNER:**

B.1 Initial financing statement failed to provide:

The identification number of the debtor

The name and address of the debtor

The identification number of the secured party

The name and address of the secured party

A description of the collateral

The maximum amount of the secured obligation

B.2 Financing change statement including enforcement and cancellation of enforcement form failed to provide:

The initial financing statement registration number

Relevant information for addition

Relevant information deletion

Relevant information for change

Secured party authorising the amendment

B.3 Termination form failed to provide:

The initial financing statement registration number

Secured party authorising the amendment

**C. THE SEARCH REQUEST IS REJECTED BECAUSE IT FAILED TO PROVIDE A SEARCH CRITERION IN A LEGIBLE MANNER.**

**D. THE REGISTRATION OF A FINANCING STATEMENT OR SEARCH REQUEST IS REJECTED BECAUSE IT WAS NOT SUBMITTED IN THE PRESCRIBED FORM.**

OTHER FORMS NECESSARY FOR IMPLEMENTATION OF THE ACT

**FORM I: BAILEE ACKNOWLEDGMENT**

[Date]

Re: [insert name of the Debtor]

We hereby acknowledge that the debtor has entered into a security agreement dated as of \_\_\_\_\_ (the “ Security Agreement” ) with you and has granted to you a first priority security interest in [insert description of collateral] and proceeds thereof (the “ collateral” ). We further acknowledge that, pursuant to our agreements with the debtor, from time to time we receive and maintain possession of certain of the collateral, which are presently kept at our premises located at: [Insert address of facilities]. We further acknowledge that we have received and hold possession of the Collateral for your benefit and that we shall continue to hold possession of the collateral for your benefit until we receive notice (in an authenticated record) from you that your security interest has been terminated.

We hereby waive, surrender and relinquish any rights in or to the collateral, including, without limitation, any security interests or liens provided by applicable law to which we may otherwise be entitled. We further acknowledge and agree that no negotiable warehouse receipts or documents of title will be issued covering the collateral.

We further acknowledge that, according to the terms of the security Agreement, you have the right to inspect the collateral and, upon default, the right to remove and take possession of the collateral after paying in full all storage charges incurred by the debtor and owing to us. We agree to permit you access to the collateral for these purposes at your request without first receiving the consent or permission of the debtor.

[insert name of the bailee]

cc: Debtor

[Debtor] confirms and agrees to the foregoing.

**FORM II: PRE-REGISTRATION AUTHORIZATION LETTER**

[Date]

[Name and address of Secured Party]

Re: [Proposed Transaction Involving Personal Property Security Act security interest]

In connection with [insert proposed transaction involving Personal Property Security Act security interest], [insert name and address of debtor] (“ Debtor” ) hereby authorizes [insert name of secured party] (“ Secured Party” ) to register a financing statement (“ Financing Statement” ) naming Debtor as “ debtor” and indicating the following collateral: [insert collateral description].

By its signature below the Secured Party agrees that if the [proposed transaction] fails to close within ten days of the date hereof, it shall discharge this registration without further request of the Debtor pursuant to ssection 74 of the Personal Property Security Act.

[insert name of Debtor]

[Insert name and title of the person that signed this authorization on behalf of Debtor]

### **FORM III: DEMAND TO DISCHARGE REGISTRATION**

[Date]

[Name and address of Secured Party]

Re: Discharge of Registration against [insert name of debtor] (“ debtor” )

Please be advised that all indebtedness owed by debtor or borrower if different [insert name of Borrower] to the Secured Party has been paid in full.

Pursuant to section 74 of the Personal Property Security Act, the debtor hereby demands that secured Party discharge the relevant registration identified by the initial financing statement number [insert number].

Please be advised that failure of Secured Party to register such financing change statement discharging the registration within fifteen working days after Secured Party’ s receipt of this demand letter entitles the debtor to ask the court to issue an order discharging this registration.

[insert name of debtor]

[insert name and title of the person that signed this demand letter on behalf of debtor]

**FORM IV: NOTIFICATION TO THE ACCOUNT DEBTOR TO PAY THE SECURED  
PARTY**

[Date]

[insert name and address of account debtor]

Re: Demand by [insert name of secured party] (“ secured party” ) on account debtor

This letter constitutes a demand for payment under Section 89 of the Personal Property Security Act.

The secured party is aware that you are an account debtor of [insert name and address of debtor] (“ debtor” ) and owes money to debtor on account of services provided by or at the direction of debtor or on account of goods sold to you by debtor.

The Secured Party is a secured creditor of Debtor by virtue of a Security Agreement dated as of [insert date] (the “ Agreement” ). Under the Agreement, the Secured Party has been assigned an interest in the accounts receivable of the Debtor.

The Debtor is in default under the Agreement, and there is currently owed the principal of [insert amount] and interest of [insert amount] under the Agreement.

In accordance with the provisions of Section 89 of the Personal Property Security Act, the secured party hereby demands that you immediately pay to the Secured Party to the bank account identified below all amounts that are presently owing to Debtor and that you pay to this bank account all future amounts owed to Debtor as they become due.

All payments are to be made to the following deposit account [insert the beneficiary, number, routing number and depository institution that maintains the bank account].

Attached for your review is a copy of the Agreement and a copy of the registration which perfected the security interest of the Secured Party. If you would like further verification of or information on the Secured Party’ s security interest or if you have any further questions, please contact me at [insert address and/or phone number].

[Insert name and title of the person that signed this demand letter on behalf of Secured Party]

**FORM V: NOTICE OF PUBLIC DISPOSITION (AUCTION) OF COLLATERAL**

*NOTICE IS HEREBY GIVEN* that at 10:00 a.m. on [insert date], a [insert name of Secured Party] (“ Secured Party” ), intends to offer to sell at a public sale (auction) conducted in accordance with the Personal Property Security Act at [insert location] all

right, title and interest of [insert name of Debtor] (“ Debtor” ) in and to certain collateral of Debtor, including [insert collateral description (“ Collateral” )].

Pursuant to the Security Agreement dated [insert date] (as amended or otherwise modified from time to time, the “ Security Agreement” ) and the other instruments, documents and agreements executed in connection with the Security Agreement, Secured Party has extended secured loans and certain other financial accommodations to Debtor, and Debtor has granted Secured Party a security interest in the Collateral to secure Debtor’ s payment and performance of the obligations under the Security Agreement. Debtor’ s obligations to Secured Party under the Security Agreement are not less than [insert amount] as of [insert date] (exclusive of accrued interest, fees, costs, charges and other obligations as of such date). Debtor is in default in the payment of the obligations.

The Collateral will be offered for sale in one or more lots on an “ AS IS, WHERE IS” basis, without recourse, representation, guaranty or warranty of any kind whatsoever, whether express or implied, including, without limitation, any warranty relating to merchantability, quiet enjoyment, title, possession or the like. Without limiting the generality of the foregoing, Secured Party hereby expressly disclaims any and all warranties of merchantability and warranties of fitness for a particular purpose, and Secured Party shall not be liable whatsoever for any consequential or incidental damages.

Any buyer wishing to make an offer for the Collateral at the sale may do so. All offers must be for cash, contain no contingencies that are unsatisfactory to Secured Party and, unless otherwise agreed by Secured Party, be payable on the day of the sale. If any successful bidder fails to complete the sale, the Collateral may, if Secured Party chooses, be sold to the next highest bidder at the sale. Secured Party reserves the right, by announcement at or prior to the sale, to change the terms and conditions of the sale and/or announce additional terms and conditions. Each prospective bidder must notify Secured Party’ s representative [insert name] at [insert address or phone number] of its intent to attend the sale at least two (2) working days prior to the date of sale. Prospective bidders may obtain additional information with respect to the sale by contacting Secured Party’ s representative identified above.

In all events, Secured Party shall be deemed to be a qualified bidder and may credit bid or buy in for all or any portion of the Collateral at the sale. Secured Party may announce additional auction procedures at the sale.

Secured Party reserves the right to withdraw all or any portion of the Collateral from the sale at any time for any reason whatsoever. In addition, Secured Party reserves the right to cancel the sale at any time, or to cause the sale to be adjourned from time to time, for any reason whatsoever and without further notice or publication other than by announcement at or prior to the sale. Security interests and non-consensual liens that are subordinate to Secured Party’ s security interest will be discharged by the sale pursuant to Section 95 of the Personal Property Security Act. A secured party reserves all of its rights against Debtor and any other obligor or guarantor for any and all deficiencies with respect to the obligations remaining after the sale. Secured Party will apply the sale

proceeds received for the Assets at the Sale in accordance with sections 97 and 98 of the Personal Property Security Act and the terms of the security Agreement.

[insert date]

[insert name of secured party]

[insert name and title of the person that issued this Notice on behalf of Secured Party]

## **FORM VI: NOTIFICATION OF PROPOSAL TO RETAIN COLLATERAL**

[insert date]

[insert name and address of person entitled to notice under Section 94 of the Personal Property Security Act]

Re: Notification of Proposal to Retain Collateral  
[insert name of Debtor] (“ Debtor” )  
[insert name and address of Secured Party] (“ Secured Party” )  
[insert collateral description] (“ Collateral” )

[insert name of person receiving notice]:

The Debtor is in default under a security agreement dated [insert date]. The outstanding balance due from the Debtor to the Secured Party as of [insert date] is [insert amount] (“ Debt” ).

The Secured Party proposes to retain the Collateral in full satisfaction of the Debt, and the obligations due shall be deemed fully discharged as a result.

If you have any objection to the Secured Party’ s proposal to retain the Collateral in full satisfaction of the Debt, you must send us a notice of your objection pursuant to Section 101 of the Personal Property Security Act. If we have not received a notice of objection within ten (10) working days after receiving this notice, you will be deemed to have consented to this proposal and will have no further right to object. The Secured Party will retain the Collateral in full satisfaction of the Debtor’ s obligation, as described in this letter.

[insert name of secured party]

[insert name and title of the person that issued this Notice on behalf of secured party]

