

PORTANT NOTICE

The information contained in this instrument forms part of the public records available for inspection and search by members of the public upon payment of a fee. The information is collected and used for the purpose of maintaining the land register pursuant to the Land Titles Act.

THE LAND TITLES ACT**MORTGAGE**

For Official Use Only		
Instrument No.		
Version No.		Based On
Registered By		
Registered On		

DESCRIPTION OF LAND

Title			Lot No	Extent	Property Address
Type	Vol	Fol			

MORTGAGOR

ID / Co Regn No:	
Name:	
Citizenship / Place of Incorporation:	
Address (within Singapore for service of notice):	

BORROWER

ID / Co Regn No:	
Name:	
Citizenship / Place of incorporation:	
Address (within Singapore for service of notice):	

MORTGAGEE

ID / Co Regn No:	S52FC1059A
Name:	THE BANK OF EAST ASIA, LIMITED
Citizenship / Place of Incorporation:	HONG KONG SAR
Address (within Singapore for service of notice):	60 Robinson Road, BEA Building, Singapore 068892

(hereinafter called "the Mortgagee") having at the request of the Mortgagor and/or the Borrower made or granted or agreed to make or grant to the Mortgagor and/or the Borrower either alone or jointly or jointly with any other person advances loans or other credit facilities to such extent or for such amount and for so long as the Mortgagee thinks fit AND in further consideration that the Mortgagee may from time to time in future agree to make or grant to the Mortgagor and/or the Borrower either alone or jointly or jointly with any other person further advances loans or other credit facilities upon the security of this Mortgage.

The Mortgagor HEREBY MORTGAGES to the Mortgagee all the Mortgagor's registered estate or interest in the said land (hereinafter called 'the Mortgaged Property') SUBJECT to the following prior encumbrances and subject to the covenants and conditions hereinafter set out.

PRIOR ENCUMBRANCES

--

COVENANTS AND CONDITIONS

- To perform and observe the covenants and conditions implied by law in mortgages of registered land.
- To perform and observe the covenants and conditions set forth in the Memorandum of Mortgage filed in the Singapore Land Authority and numbered as IB/919710U.
- Each attachment to this Mortgage shall form an integral part of this Mortgage and the provisions thereof shall have the same force and effect as if expressly set out in the main body of this Mortgage.

Please refer to the attached document with the following description(s):

Attachment 1 – Additional Covenants and Conditions

DATE OF INSTRUMENT:

--

EXECUTION BY MORTGAGOR

Signature:	_____
Witness:	_____

EXECUTION BY BORROWER

Signature:	_____
Signature:	_____
Witness:	_____

EXECUTION BY MORTGAGEE

Signature:	Signed by THE BANK OF EAST ASIA, LIMITED by its Attorney _____ acting under a Power of Attorney dated the _____ day of _____ (a copy of which was deposited in the Registry of the Supreme Court, Singapore on the _____ day of _____ and registered as No. _____ of _____)
Witness :	_____

SIMILAR INTEREST CONFIRMATION

I, solicitor for the MORTGAGEE hereby confirm that the interest of the MORTGAGEE is similar to that in the Caveat _____

Name of solicitor: _____

Signature: _____

CERTIFICATE OF CORRECTNESS

I, the Solicitor for the MORTGAGOR hereby certify that this instrument is correct for the purposes of the Land Titles Act and that I have a Practising Certificate which is in force as at the date of the instrument.

Name of Solicitor: _____

Signature: _____

CERTIFICATE OF CORRECTNESS

I, the Solicitor for the MORTGAGEE hereby certify that this instrument is correct for the purposes of the Land Titles Act and that I have a Practising Certificate which is in force as at the date of the instrument.

Name of Solicitor: _____

Signature: _____

CERTIFICATE OF CORRECTNESS

I, the Solicitor for the BORROWER hereby certify that this instrument is correct for the purposes of the Land Titles Act and that I have a Practising Certificate which is in force as at the date of the instrument.

Name of Solicitor: _____

Signature: _____

CASE FILE REFERENCE

Law firm case reference:

ATTACHMENT 1 - ADDITIONAL COVENANTS AND CONDITIONS

In consideration of the Mortgagee agreeing, or continuing, at the request of the Mortgagor and the Borrower, to make available to the Mortgagor and/or the Borrower general banking facilities including but not limited to advances, revolving credit facilities, overdraft facilities, loans, guarantee facilities and term facilities whether in Singapore Dollars and/or in any foreign currency and such other general banking and credit facilities or other accommodation, up to such amount or amounts and to such extent as the Mortgagee may from time to time agree, the Mortgagor and the Borrower jointly and severally covenant with the Mortgagee as follows:-

1. To pay to the Mortgagee on demand all such sums of money which are now or shall from time to time or any time hereafter be owing or remain unpaid to the Mortgagee by the Mortgagor and/or the Borrower either as principal or as surety and either solely or jointly or jointly with any other person or persons in partnership or otherwise in any manner whatsoever or for all other liabilities whether certain or contingent primary or collateral including (but without prejudice to the generality of the foregoing) the balance which at the date of such demand shall be owing or remain unpaid to the Mortgagee by the Mortgagor and/or the Borrower or otherwise in any manner whatsoever whether in respect of moneys advanced or paid to or for the use of accommodation of the Mortgagor and/or the Borrower either solely or jointly or jointly with any other person or persons in partnership or otherwise or in respect of cheques bills of exchange promissory notes or other negotiable instruments signed drawn accepted or endorsed by or on behalf of the Mortgagor and/or the Borrower either solely or jointly or jointly with any other person or persons in partnership or otherwise or discounted paid or held by the Mortgagee either at the request of the Mortgagor and/or the Borrower or in the course of business or otherwise or in respect of letters of credit bills notes drafts trust receipts guarantees indemnities or other documents or instruments signed by the Mortgagor and/or the Borrower either solely or jointly or jointly with any other person or persons in partnership or otherwise and held by the Mortgagee or in respect of any other banking facilities whatsoever pursuant to the terms and conditions of any offer facility or commitment letter(s) or facility agreement(s) in relation thereto as revised varied amended supplemented or superseded from time to time (hereinafter collectively referred to as "the Letter of Offer").
2. To pay to the Mortgagee interest on principal money and all other moneys from time to time owing or remaining unpaid at the rate or rates and in the manner provided under the terms of the banking facilities extended by the Mortgagee to the Mortgagor and/or the Borrower from time to time or at such other rate or rates and with such periodic rests as may from time to time be fixed by the Mortgagee and to pay all commission fees charges costs and expenses which may be incurred by the Mortgagee from time to time.
3. To pay additional interest on: -
 - 3.1 all overdue payments of the principal sum and/or interest;
 - 3.2 any principal sum and/or interest payable on demand and not paid on demand;
 - 3.3 any amount which is overdrawn or in excess of the limit approved from time to time by the Mortgagee; and
 - 3.4 the whole of any principal sum outstanding, any unpaid interest and/or other monies hereby secured upon any recall by the Mortgagee of banking facilities granted to the Mortgagor and/or the Borrower;

both after as well as before judgement at the rate or rates as shall be fixed by the Mortgagee from time to time at its absolute discretion.
4. That this Mortgage expressly authorises the Mortgagee to make further advances or give credit in instalments or on a current, revolving or continuing account or otherwise or any other credit or banking facilities or accommodation whatsoever from time to time to the Mortgagor and/or the Borrower either solely or jointly or jointly with any other person or persons in partnership or otherwise and all moneys and liabilities owing to the Mortgagee from time to time in connection therewith shall be secured by this Mortgage in addition to the moneys and liabilities already outstanding or incurred as at the date hereof.

5. To perform and observe and be bound by the terms, covenants and conditions:-
 - 5.1 In the Letter of Offer
 - 5.2 Implied by law in mortgages of registered land; and
 - 5.3 In the Memorandum of Mortgage (hereinafter referred to as "the Memorandum") filed with the Singapore Land Authority and numbered as IB/919710U.
6. Expressions in this Mortgage, unless the contrary intention appears, shall have the same respective meaning assigned to them as contained in the Memorandum and any reference in this Mortgage or in the said Memorandum to any statute or subsidiary legislation shall include the statutory modifications or re-enactments thereof.
7. In the event of any inconsistency between the terms and conditions in this Mortgage and those contained in the Memorandum, the terms and conditions of this Mortgage shall prevail and have full force and effect.
8. In the event of any inconsistency between the terms and conditions contained in this Mortgage and those contained in the Letter of Offer, the terms and conditions of the Letter of Offer shall prevail and have full force and effect.
9. In the event that there is any conflict or inconsistency between the terms of the Letter of Offer and the Memorandum, the terms in the Letter of Offer shall prevail and have full force and effect.
10.
 - 10.1 Where two or more persons are included in the expression "the Mortgagor" all covenants stipulations and provisions contained herein shall be deemed to be made by and to apply to and be binding upon all such persons jointly and severally and the term "the Mortgagor" shall include their legal representatives, successors and permitted assigns.
 - 10.2 Where two or more persons are included in the expression "the Borrower" all covenants stipulations and provisions contained herein shall be deemed to be made by and apply to and be binding upon all such persons jointly and severally and the term "the Borrower" shall include their legal personal representatives, successors and permitted assigns and where the context so admits also refer to and include the Mortgagor.
 - 10.3 The expression "the Mortgagor and/or the Borrower" shall refer to all such persons or any one or more of them either solely or jointly or jointly with any other person or persons in partnership or otherwise.
11. The Mortgagor and/or the Borrower shall from time to time notify the Mortgagee in writing of any change of address.
12. This Mortgage shall be governed by and construed in all aspects in accordance with the laws of the Republic of Singapore Provided Always that the Mortgagor and/or the Borrower hereby agrees that the Mortgagee shall be at liberty to take any proceedings in any courts whether in the Republic of Singapore or elsewhere to protect and enforce the provisions of this Mortgage, or otherwise to recover payment of any sum or sums due under this Mortgage, and the Mortgagor and/or the Borrower further hereby irrevocably submits to the jurisdiction of any of the said courts that the Bank shall take proceedings in and irrevocably waives any objection which it might have now or hereafter to such Courts being nominated as the forum to hear and determine any proceedings and agree not to claim that any such Court is not a competent or appropriate forum.