Private and Confidential

**ss\_emp\_mas\_em\_sht\_nam**

Tel :ss\_emp\_mas\_em\_did

Fax :fax\_Number

Email id :ss\_emp\_mas\_em\_smtp\_id

letterofofferdate

**crmtb\_client\_mas\_cm\_client\_nam**

address\_details

Tel: crmtb\_client\_contact\_det.cd\_typ\_val\_office

Fax: crmtb\_client\_contact\_det.cd\_typ\_val\_fax

Attn : crmtb\_client\_contact\_mas\_cm\_title

Dear Sir/Madam

**letterofoffer\_details**strHeaderTitle, str\_companyclientname are pleased to extend to you the following term loan facility (the 'Facility') totaling **total\_cash\_price** subject to the following terms and conditions and all other terms and conditions agreed to by you in writing :-

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|  | 1. | SECURED TERM LOAN FACILITY |

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|  | (a) | Principal Amount | : | Maximum principal amount of **S$totalcashprice or ltv\_percentage%** of the fair market value of the property referred to in Clause 6, whichever is lower; |

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|  | (b) | Tenor | : | **lease\_period** months from the date of drawdown and subject to our Credit's assessment and approval, str\_companyclientname may at its discretion grant an option to renew for another **renew\_period** months at the then prevailing interest rate as determined and notified to you by str\_companyclientname in writing; |

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|  | (c) | Interest Rate | : | **term\_charges\_percent% effective p.a.;** |

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|  | (d) | Guarantee | : | strGuarantorTitle**guarantor\_list** |

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|  | (e) | Prepayment | : | Prepayment is allowed only 6 months after the date of drawdown. A flat rate of **intprepaypercent** is payable upon prepayment of the loan within 24 months from the date of drawdown (see Clause 10); |

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|  | (f) | Cancellation Fee | : | A flat rate of **cancel\_fee\_percent%** is payable on the Facility limit cancelled at any time after acceptance of our offer and prior to drawdown of the Facility (see Clause 11) |

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|  | (g) | Facility Fee | : | A non-refundable lump sum facility fee of **S$facility\_fee** is payable upon acceptance of this facility letter; |

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|  | (h) | Commitment Fee | : | A non-refundable lump sum commitment fee of **S$commit\_fee** is payable upon acceptance of this facility letter; |

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|  | (i) | Pre-disbursement | : | Prior to disbursement you are required to furnish us with the following :- |

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|  | 1. Where the Borrower, Guarantor and/or Mortgagor, is a corporate, a copy of your Certificate of Incorporation and Memorandum and Articles of Association/Constitution certified as a true copy by a Director or the Company Secretary; where the Borrower, Guarantor and/or Mortgagor, is a limited liability partnership, a copy of your Certificate of Registration and Limited Liability Partnership Partnership Agreement certified as a true copy by a Partner or your confirmation that there is no Limited Liability Partnership Partnership Agreement; 2. Where the Borrower, Guarantor and/or Mortgagor, is a corporate, a copy of your Board (and, if appropriate, Shareholders') resolution duly certified as a true copy by two Directors or a Director and the Company Secretary; where the Borrower, Guarantor and/or Mortgagor, is a limited liability partnership, a copy of your Partner's resolution duly certified as a true copy by two Partners; 3. strpopulatedynamicallyclause 4. strTitlewithdrawSuitInd**listwithdrawSuitInd**strAEComma 5. discont\_SuitInd 6. caveat\_Ind 7. strTitleMentalCapacityInd**listMentalCapacityInd**strComEnd 8. cPF\_DischargeInd 9. strTitleAddOnLoanInd**strBoldPro**strAMortI**strBoldMortNo**strADated**strBoldMortDate**strADeed**strBoldDeedDate**strAdComEndstrAExDeed 10. strExistingDeed 11. Duly signed Secured Term Loan Facility Agreement; 12. Duly signed Deed/s of Guarantee; 13. Duly signed and stamped Security Documents as required under Clause 6; 14. onepopulatelcpclause 15. twopopulatelcpclause 16. strFirstInstalment**intInsAmount**strPaymentofcommitemt**intcommitfee**strAndPayment**intfacilityfee**strSemecolumn 17. Certified true copies of the NRIC/Passport of all authorized signatories; 18. All costs incurred to be borne by Borrower (including without limitation any legal fee, taxes or levy incurred by str\_companyclientname in relation to the Facility or any other costs incurred); 19. Such other documents and evidence as may be required by str\_companyclientname and registration of the Security documents, where necessary, with the Registrar of Companies and Land Titles Registry; |

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|  | Provided always that there is no adverse change in your business, operations, financial condition or any other factors affecting you and/or any of your customers. |

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|  | 2. | PURPOSE |

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|  | 2.1 | For business expansion purpose but str\_companyclientname shall not be bound to enquire as to the use or application of the proceeds of the Facility. |

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|  | 3. | REPAYMENT |

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|  | 3.1 | You shall pay the term loan together with interest thereon by **lease\_period** equal monthly instalments each of **S$ReInsamount** or by such other payment schedule as may be notified by str\_companyclientname to you from time to time. |

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|  | 4. | AVAILABILITY PERIOD |

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|  | 4.1 | Subject to fulfillment of all Conditions under Pre-disbursement [clause 1 (i)], the Facility shall be available for utilization in one tranche not later than the date falling three (3) months from the date of this facility letter or such other date as agreed to by str\_companyclientname in writing. |

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|  | 5. | DEFAULT INTEREST |

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|  | 5.1 | Upon drawdown, if the monthly instalment payable is not paid, you shall pay overdue interest at the rate of late\_payment\_interest% per day, subject to a minimum amount of S$min\_payment per month. |

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|  | 5.2 | The interest rate and default interest rate may be varied by str\_companyclientname from time to time in its discretion. |

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|  | 6. | SECURITY |

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|  | 6.1 | str\_sixHeaderstr\_sixBody**lst\_sixPropertyList**str\_sixStFooter**str\_sixMiFooter**str\_sixLaFooter |

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|  | 6.2 | Evidence satisfactory to str\_companyclientname that the title to the property is in order (including its subdivision) and that there are no defects, legal, structural or otherwise, in or affecting the property and that the property is acceptable to str\_companyclientname, in its absolute discretion, in all respects as security for the Facility granted to you. |

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|  | 6.3 | str\_companyclientname shall have received satisfactory replies to all title/legal requisitions relating to the property and all other searches as may be applicable and required by str\_companyclientname in connection with the Facility. |

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|  | 6.4 | str\_companyclientname requires a formal valuation by the valuer appointed by str\_companyclientname of a value of not less than **S$indicative\_valuation\_amt** in respect of the property. |

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|  | 6.5 | The aggregate of all monies (whether principal, interest, fees or otherwise) for the time being outstanding under the Facility and any other facility granted by str\_companyclientname to you shall not at any time exceed **sumOfltvpercentage%** of the aggregate fair market value of the mortgaged property, otherwise you will have to top up by providing additional collateral acceptable to str\_companyclientname and/or reduce the outstanding within such period as str\_companyclientname may in its absolute discretion determine and notify to you. |

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|  | 6.6 | You shall ensure that all relevant approval/s for the usage of the mortgaged property/ies shall have been obtained from the competent and relevant authorities. |

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|  | 6.7 | Assignment of rental proceeds in respect of the property in favour of str\_companyclientname, where applicable and such lease/sub-lease shall be subject to str\_companyclientname's approval, such approval shall not be unreasonably withheld. |

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|  | 6.8 | Adequate insurance for such purposes and for such amounts as str\_companyclientname shall deem fit, be from time to time taken out at your own costs with an insurance company acceptable to str\_companyclientname and assigned/endorsed in favour of str\_companyclientname as mortgagee and loss payee. |

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|  | 7. | SUBORDINATION |

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|  | 7.1 | All directors', shareholders' and related corporations' loans shall be subordinated to the Facility granted by str\_companyclientname. |

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|  | 8. | NEGATIVE PLEDGE |

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|  | 8.1 | You undertake and agree that save for mortgages, charges, pledges, liens or any other encumbrances which are currently subsisting and which have been previously disclosed to str\_companyclientname, you shall not, without str\_companyclientname's prior written consent, create or cause to subsist any mortgage, charge, pledge, lien or any other encumbrance whatsoever over the whole or any part of your undertakings and assets whatsoever and wheresoever situate, both present and future. |

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|  | 9. | REVIEW |

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|  | 9.1 | | str\_companyclientname reserves the right to review the Facility from time to time at our absolute discretion. Upon review of the Facility, str\_companyclientname shall have the right to vary, reduce or terminate the Facility (whether actual or contingent). |
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|  | | 1. PREPAYMENT    1. FalsepartialperpayIndclause    2. Prepayment of the Facility within six (6) months from the date of drawdown is not allowed;    3. You may by giving prepay\_notice\_mth month's prior written notice of the date of the proposed prepayment prepay the Facility in full, failing which you shall pay to str\_companyclientname a fee of an amount equivalent to the interest payment on the next prepay\_notice\_mth instalment(s);    4. You shall pay str\_companyclientname a prepayment fee of **prepay\_percent** flat on the outstanding principal amount prepaid within 24 months from the date of drawdown;    5. Any notice of any intended full prepayment shall be irrevocable and you shall prepay in accordance with such notice. Any amount prepaid shall not be available for re-borrowing.strSectionBreak    6. str\_1\_TrueHeader**lst\_1\_TrueList**str\_1\_TrueBody    7. str\_2\_TrueHeader**lst\_2\_TrueList**str\_2\_TrueBody    8. str\_3\_TrueHeader**lst\_3\_TrueList**str\_3\_TrueBody    9. str\_4\_TrueHeader**lst\_4\_TrueList**str\_4\_TrueBody    10. str\_5\_TrueHeader**lst\_5\_TrueList**str\_5\_TrueBody    11. str\_6\_TrueHeader**lst\_6\_TrueList**str\_6\_TrueBody    12. str\_7\_TrueHeader**lst\_7\_TrueList**str\_7\_TrueBody    13. str\_8\_TrueHeader**lst\_8\_TrueList**str\_8\_TrueBody    14. str\_9\_TrueHeader**lst\_9\_TrueList**str\_9\_TrueBody    15. str\_10\_TrueHeader**lst\_10\_TrueList**str\_10\_TrueBody    16. str\_11\_TrueHeader**lst\_11\_TrueList**str\_11\_TrueBody | |

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|  | 11. | CANCELLATION FEES |

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|  | 11.1 | You shall pay str\_companyclientname a cancellation fee of **cancelfeepercent** flat on the amount of the Facility which is cancelled by you after acceptance of this facility letter but before any disbursement or which is deemed by str\_companyclientname to have been cancelled, or which is undrawn at the end of the Availability Period; |

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|  | 11.2 | You shall indemnify str\_companyclientname for any loss (including loss of profit), premium, penalty or expense which may be incurred in liquidating funds (acquired to make, maintain or fund the Facility or any part thereof) as a result of the Facility remaining undrawn or partly drawn at the end of the Availability Period. |

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|  | 12. | CROSS DEFAULT |

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|  | 12.1 | Your failure to pay interest, principal or any other amount due under any existing agreement/s between you and str\_companyclientname, or your failure to observe or perform any of the other terms and conditions of the said agreements, shall constitute a default under this facility letter. |

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|  | 1. strCrossTilte    1. strcollateralizationclause    2. strcrosscollateralizationclause 2. OTHER CONDITION(S)    1. You shall not incur any losses on a net profit after tax basis for two (2) consecutive financial years.    2. You are to provide str\_companyclientname with a copy of the Mortgagor's current Housing Loan statement of account and str\_companyclientname reserves the right to withdraw this offer if there is adverse information in the statement.    3. security\_property\_first\_third\_party\_6(ies) Mortgagor(s) **lstguarantorsectionfourteen** shall provide a certificate of independent legal advice from their lawyers and execute Mortgage Documents witnessed by their independently appointed lawyers.strBreackLine    4. strHeaderwithdrawalSuitInd**lstwithdrawalSuitInd**strEndwithdrawalSuitInd    5. **lstDiscontSuitInd**strBodyDiscontSuitInd    6. strHeaderDeceasedInd**lstDeceasedInd**strEndDeceasedInd    7. strHeaderMentalCapacityInd**lstMentalCapacityInd**strBodyMentalCapacityInd    8. strHeaderCPFDischargedInd**lstCPFDischargedInd**strBodyCPFDischargedInd    9. strHeaderChildConsentInd**lstChildConsentInd**strBodyChildConsentInd |

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|  | 1. GOODS AND SERVICES TAX    1. It is hereby agreed that any sum payable by you under the Facility shall be exclusive of any applicable Goods and Services Tax, imposition, duty, fees of any kind and levy whatsoever ("Taxes") which may from time to time be imposed, charged or increased before, on or after the date of this facility letter by any government, statutory or tax authority. In the event that the Taxes are required by law to be paid on or in respect of any sums payable by or to str\_companyclientname relating to this facility letter, the same shall be borne by you, be it of retrospective effect or not, and you shall pay to str\_companyclientname on demand the Taxes in addition to all other sums payable to str\_companyclientname and str\_companyclientname shall be entitled to make any claims against you for reimbursement of the Taxes. 2. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 2001    1. A person who is not a party to this facility letter shall have no rights under the Contracts (Rights of Third Parties) Act 2001 to enforce any of its terms. 3. INDEMNITY    1. You agree to indemnify str\_companyclientname, its officers, directors, agents and employees (the "Indemnified Persons") on demand at all times against each and every liability (whether civil or criminal), Taxes, loss, charge, claim, proceeding, damage, judgement, enforcement, penalty, fine, costs (including legal costs) and expense of whatsoever nature suffered or incurred by or imposed on any Indemnified Person from time to time in connection with the Secured Term Loan Facility Agreement, this facility letter, any product or strict liability pursuant to the Secured Term Loan Facility Agreement or any other document. 4. INCONSISTENCY OF TERMS    1. In the event of any inconsistency between the terms and conditions of this facility letter (as amended, modified, revised or supplemented from time to time) and the terms and conditions of the Secured Term Loan Facility Agreement to be entered into by you and str\_companyclientname, the latter shall prevail, provided always that no inconsistency is deemed to have arisen or shall be treated as having arisen by reason only that matters addressed in the latter are not specifically addressed in the former or vice versa. 5. GOVERNING LAW    1. This facility letter and all matters arising out of or in connection with this facility letter (including a dispute regarding its existence or validity) shall be governed by and construed in accordance with the laws of Singapore. You irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore. |

We trust that the above terms and conditions are acceptable to you. Please signify your acceptance by signing and returning to us the duplicate of this facility letter together with the relevant Board resolutions within fourteen (14) days from the date hereof, failing which this offer will lapse unless an extension is requested and agreed to by str\_companyclientname in writing.

We are pleased to be of service to you and look forward to hearing from you in due course.

Yours faithfully

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| **ss\_emp\_mas\_em\_sht\_nam** | Authorised Signatory |

footer\_designation

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To : str\_companyclientname

We hereby accept the Facility on the terms and conditions contained in the foregoing facility letter and on the terms and conditions in str\_companyclientname's Secured Term Loan Facility Agreement to be entered into between str\_companyclientname and us and all other terms and conditions agreed to by us in writing.

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For and on behalf of

**crmtb\_client\_mas\_cm\_client\_nam**

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Name of Authorised Signatory(ies)

Date :

To : str\_companyclientname

I/We, **lstguaramtorlist** hereby confirm my/our consent to the terms and conditions set out in foregoing letter and agree that my/our guarantee to be executed in your favour shall not be prejudiced, diminished or affected or discharged or impaired by any restructure, amendment, modification or variation to the terms and conditions or the pricing under the facility letter or the Deed of Covenants/Secured Term Loan Facility Agreement from time to time, with or without notice to me/us.

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**Prepared by str\_PreparedBy on str\_PreparedDate**