

Rates and Margin applicable to loans in different currencies) and as conclusively determined by the Bank; or

- (c) Such other rate as notified by the Bank to the Customer in writing which rate shall come into force one calendar month after the date of such notice or on a date specified in that notice whichever is the later.

The interest period of a fixed interest period advance shall, subject to availability, be 1, 2, 3, or 6 months as selected by the Customer or such other period(s) as may from time to time be agreed between the Customer and the Bank.

“Applicable Margin” means the applicable margin assigned to loans in the relevant currency as set out in Schedule 1 (*Reference Rates and Margin applicable to loans in different currencies*) attached to this Facility Letter.

The reference rates are only available in the interbank market for standard interest period tenors for the relevant currencies. In the event the Customer selects a non-standard interest period of 6 months or less for a loan, the Bank shall apply the higher of the applicable reference rates of the two nearest standard interest period tenors to that non-standard interest period.

Security: Memorandum of Charge in the Bank’s standard form duly executed by you.

Your attention is drawn to the Bank’s right to demand for additional collateral and security at any time and to determine in its discretion the collateral value of each item of collateral furnished to it, as set out in the Bank’s Standard Terms and Conditions. The factors the Bank may take into account in determining the collateral value of any item of collateral include, without limitation, the nature and substance of the relevant item of collateral and, in order to restrict concentration risk with regard to any such item, its value relative to the collateral value of all the collateral held by the Bank.

Late Payment Interest: Notwithstanding Section 1 Clause 12.2 of the Bank’s Standard Terms and Conditions, the Bank will charge and the Customer shall be obliged to pay late payment interest before as well as after judgment, which will accrue and be calculated on the basis of daily compounding and the actual number of days elapsed at a rate of 3% above the Bank’s Cost of Funds on all Indebtedness which is not paid on the relevant due date in the same currency as such Indebtedness, for the period from and including the original due date up to (but excluding) the date of actual receipt by the Bank.

Compliance with Laws: The availability of the Facility is also subject to your compliance with all relevant laws and regulations for the purpose of or in connection with the Facility (including but not limited to any such law or regulation relating to exchange controls). In this regard, your utilisation and/or continued utilisation of the Facility shall constitute your representation, warranty and undertaking to the Bank that you are in compliance with and will continue to comply with all such laws and regulations.

Please note that where the Facility is used for entering into investment transactions, your credit and market risk may increase and the Bank may, without prejudice to any other rights of the Bank, require additional security and/or collateral to be provided.

No person other than the Bank and the Customer will have any right under the Contracts (Rights of Third Parties) Act (Chapter 53B of Singapore) to enforce or enjoy the benefit of any of the provisions of the Facility Letter and no consent of any third party is required for any variation or termination of the Facility Letter.

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RENE JONATHAN HALIM and MARIA SYLVIA HALIM and IVY NATALIA HALIM


We would also like to draw your attention to the Bank's Standard Terms and Conditions, as these terms and conditions also apply.

Your utilisation and/or continued utilisation of the Facility will constitute your acceptance and agreement to be bound by all terms and conditions (including the Bank's Standard Terms and Conditions as amended from time to time) applicable to the Facility.

We thank you for banking with us and look forward to providing you with high quality banking service.

Should you have any question or require any assistance, please contact your relationship manager, Ms Ivy Limowa on (65) 6658 3109.

Yours faithfully,
For and on behalf of
The Hongkong and Shanghai Banking Corporation Limited,
Singapore Branch (Private Banking Division)



Lily Lee
Vice President

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Schedule 1

**Reference Rates and Margin applicable to loans
in different currencies**

Currency	Applicable reference rate (in each case below, as defined in the Bank's Standard Terms and Conditions prevailing from time to time)	Applicable Margin
USD	LIBOR	1%
EUR	LIBOR	1%
GBP	LIBOR	1%
JPY	LIBOR	1%
CHF	LIBOR	1%
SGD	SIBOR	1%
HKD	HIBOR	1%
Others	Cost of Funds (as determined by the Bank)	1%

In the event the public reference rate to which our applicable reference rate for a currency is linked, as referred to in the Bank's Standard Terms and Conditions and this Schedule 1, either materially changes or ceases to be available then we will contact you to advise you of the measures we will take to address this. A change in any of the reference rates we use may impact (amongst other things) the rate of interest you are required to pay and/or the way in which your rate of interest is calculated.