



Specific Advance Facility General Terms and Conditions (“SAF Terms and Conditions”)

These SAF Terms and Conditions, together with the Terms and Conditions Governing Banking Facilities (which can be accessed at <https://www.ocbc.com/personal-banking/terms-and-conditions/terms-and-conditions.html> or available upon request), shall form a part of the terms of the Portfolio Financing Loan Agreement as completed by you as the Main Borrower and Joint Borrowers (referred to herein as “**you**”) (the “**Application**”) and accepted by Oversea-Chinese Banking Corporation Limited (“**OCBC**”, or the “**Bank**”) via a notice of acceptance issued by the Bank.

1. The Facility

a. Purpose

This Specific Advance Facility (the “**Facility**”) is for your personal use (which shall include the purchase of investment products/schemes). Please note that if you use the Facility for investment in products/schemes issued, offered or distributed by the Bank, there may be restrictions that prohibit you from using the Facility granted herein to invest in those products/schemes. It is therefore your responsibility to ensure that you will not use the Facility to invest in such products/schemes.

b. Facility Amount

- i. The facility limit shall be the facility amount applied for as set out in the Application under the section “Facility Details” (such facility limit referred to as the “**Facility Amount**”).
- ii. Notwithstanding the Facility Amount, the limit(s) that you are eligible to draw down from is/are as determined by the Bank in its absolute discretion from time to time in accordance with the Bank’s prevailing guidelines for basis of advance in respect of the Facility and the market value of the securities provided to secure the Facility (such limit referred to as the “**Available Limit**”).
- iii. Notwithstanding your request, OCBC has the absolute discretion to decide from time to time what the revised Available Limit will be and upon the conditions above being satisfied to the absolute satisfaction of OCBC, OCBC may allow you to draw up to the revised Available Limit as approved by OCBC in its absolute discretion.
- iv. Notwithstanding anything to the contrary:
 1. where the Available Limit is equivalent to or more than the Facility Amount, you are only allowed to draw up to the Facility Amount; or
 2. where the Available Limit is less than the Facility Amount, the Bank will only disburse up to the Available Limit. The Bank may (at its absolute discretion) revise and increase the Available Limit up to the Facility Amount and allow you to draw on such increased amount (such increased amount referred to as the “**Relevant Increased Amount**”) provided that the following conditions are satisfied (to the absolute satisfaction of the Bank):

- A. the aggregate of the outstanding amount owing by you to OCBC under the Facility shall not and will not exceed the Facility Amount at any one time;
- B. you will need to provide or cause to be provided such additional collateral(s) acceptable to the Bank to adequately cover/secure (to the absolute satisfaction of OCBC) the Relevant Increased Amount;
- C. (if applicable) the letter in the form and substance as set out in Schedule 1A and/or Schedule 1B (as applicable) shall be duly executed by the relevant security provider(s) and provided to OCBC before you are allowed to draw on the Relevant Increased Amount; and
- D. you are to provide to OCBC such other documents as may be required by OCBC, including without limitation the following (where applicable):
 - I. duly signed Deposit Pledging Form;
 - II. duly signed Securities Pledging Form;
 - III. duly signed Application for Opening of a Securities Sub-Account under the name of OCBC Bank Nominees Pte Ltd;
 - IV. duly signed CDP Form – Request for Transfer
 - V. duly signed W-8BEN Form - Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding; and
 - VI. duly signed Notice of Charge/Assignment

c. Tenor

The Facility is subject to periodic review and repayable on demand by the Bank. The Facility is an uncommitted facility and the Bank reserves the right, notwithstanding any provisions to the contrary, express or implied, contained herein or otherwise, to vary any or all of the terms and conditions of the Facility granted to you at any time or to reduce or cancel the Facility at any time. Any variation, reduction or cancellation of the Facility by the Bank shall take effect on the date specified by the Bank to you. Nothing contained herein shall be deemed to impose on the Bank any obligations either at law or in equity to make or continue to make the Facility available to you.

d. Interest Rate

- i. The interest rate applicable for the Facility is the aggregate of the Bank's margin and the Bank's prevailing cost of funds (the "**COF**") for the Applicable Interest Period (as defined in Clause 5(c) below), each as determined by the Bank and (in the case of the margin) notified to you at each drawdown and thereafter (if required) from time to time.
- ii. The applicable COF shall remain fixed and apply throughout each Applicable Interest Period save as varied in accordance with these SAF Terms and Conditions.
- iii. On each Business Day (as defined below) immediately following the end of each Applicable Interest Period (each such date being referred to as the "**Review Date**"), the prevailing COF, as determined by the Bank in its sole discretion, shall automatically apply for the Applicable Interest Period within which such Review Date falls, unless

instruction to vary the Applicable Interest Period is received by the Bank from you at least 3 Business Days (as defined below) prior to that Review Date. In these SAF Terms and Conditions, "**Business Day**" shall mean a day on which commercial banks are open for business in Singapore.

- iv. The applicable COF for each Applicable Interest Period shall be the prevailing COF on:
 - (i) (in the case of the first Applicable Interest Period) the date of loan disbursement, or
 - (ii) (in the case of each subsequent Applicable Interest Period) on each Review Date.
- v. Where applicable, all interest shall be calculated on a monthly rest basis and on the outstanding drawing(s) under the Facility, on the basis of the number of days elapsed and a 360/365-day year (depending on the currency in which the relevant advance is made) at the discretion of the Bank. This shall commence to be payable from and including the date of first disbursement of the Facility, whether in full or in part, and irrespective of whether monthly instalments have commenced.
- vi. The rate(s) applicable to the Facility shall hereinafter be referred to as the "**Prescribed Rate**". The Bank shall, at its discretion at any time upon notification (but without your consent), be entitled to revise the Prescribed Rate, the periodic rates applicable to the Facility, and the commission, fee or Bank charges in respect thereof. Such notification shall be conclusive and binding on you.

e. Default interest

- i. For the purposes of this clause, "**Prime Lending Rate**" means on any day the rate per annum which is the prime lending rate of the Bank as announced by the Bank from time to time, in force on such day and for the purposes of these SAF Terms and Conditions, a change in such rate shall be effective on and from the day on which it is announced or if such announcement provides for such change to come into effect on a later day, on and from such later day.
- ii. Default interest shall be payable at the rate of 4.75% per annum over the Bank's prevailing Prime Lending Rate or such other rates as may be determined by the Bank in its sole discretion on:
 - 1. any part of the Facility which is not paid on demand; and
 - 2. any utilisation in excess of the approved limit of the Facility.

f. Repayment

- i. All outstanding amounts under the Facility together with all interest accrued thereon shall be fully repaid on demand by the Bank. Without prejudice to the aforesaid, each advance is to be repaid on its maturity date or rolled over at the Bank's absolute discretion. Amounts drawn under the Facility can only be repaid and/or redrawn on their respective maturity dates. All outstanding loans under the Facility together with all interest accrued thereon shall be fully repaid on demand.
- ii. If any of the investments provided to the Bank as collateral (the "**Investments**") matures or is terminated or sold before the maturity date of an advance, all proceeds received from the maturity, termination or sale of the Investments (the "**Proceeds**") shall continue to be charged to the Bank as security for all outstanding amounts owing by you to the Bank. For the avoidance of doubt, the Bank may at its sole and absolute discretion (and shall not be obliged to) apply all or any part of the Proceeds to repay such advance immediately. For the further avoidance of doubt, if the Bank at its

absolute discretion (the Bank not being obliged to) decides to apply any part of the Proceeds to repay the said advance, any balance of any Proceeds not so applied to the repayment as aforesaid shall continue to be charged to the Bank. If the Proceeds are not denominated in the same currency as the advance made, any risk or loss arising from any conversion of currency or from fluctuation of the rate of exchange shall be borne solely by you.

- iii. On the maturity date, termination or early repayment of each advance, you shall pay the interest accrued on such advance at the applicable Prescribed Rate.

2. Security

a. Security

The Facility will be secured by (1) the security as set out in the Application under the section "Collateral Details" and (2) any other security granted by you in favour of the Bank from time to time (the security in (1) and (2) are hereafter referred to as the "**Security**"). In addition, you undertake to (and to procure any other party providing Security to):

- i. insofar as the Security comprises of scripless securities, open a sub-account with Oversea-Chinese Bank Nominees Private Limited and transfer all such securities listed on the Singapore Exchange to the said sub-account;
- ii. execute any transfer or other forms and notices as may be required by the Bank from time to time in favour of the Bank or such other party as the Bank may in its absolute discretion direct or nominate and deliver the certificates relating to the Security to the Bank or to its nominee(s); and
- iii. from time to time as may be required by the Bank, execute a letter of consent in respect of outsourcing by the Bank of its depository agent's activities and appointment of sub-custodian.

b. Security Top-Up

- i. The Security is provided as additional security to all credit facilities granted to you by the Bank. In the event that you default under any credit facilities granted by the Bank, the Bank may (the Bank not being obliged to) enforce its rights over any one or a combination of all of the Security provided under these SAF Terms and Conditions without further reference to you.
- ii. Neither the total outstanding nor the limit of the Facility shall at any time exceed the stipulated percentage of the market value of the deposits, shares, stocks, bonds, unit trusts and any other financial assets (together with all attendant rights, income, dividends, and interests) as the Bank may determine at its sole discretion. Otherwise, you will have to top-up by providing additional collateral acceptable to the Bank and/or reduce the total outstanding and/or the facility limit within such period as the Bank may in its absolute discretion determine and notify to you.

3. Basis of Availability

- a. For the purposes of this Clause 3:

- i. "**Loan-to-Security Ratio**" means the ratio of the loan amount to the Total Recognised Value of Security at any given point in time as determined by the Bank;

- ii. **“Total Recognised Value of Security”** means the relevant portion of the total value of all security provided to the Bank that is recognised by the Bank as security for the Facility;
 - iii. **“First LTSR Breach”** means any time at which the Loan-to-Security Ratio exceeds 102% (or such other percentage determined by the Bank from time to time in its absolute discretion); and
 - iv. **“Second LTSR Breach”** means any time at which the Loan-to-Security Ratio exceeds 105% (or such other percentage determined by the Bank from time to time in its absolute discretion).
- b. The Bank shall not be under any obligation to make any advance or continue to avail the Facility unless the collateral or security held or to be held by the Bank is, in the opinion of the Bank, acceptable and adequate to cover the requests for all advances and/or satisfies the margin requirements stipulated by the Bank.
 - c. The determination of the adequacy and acceptability of collateral and whether margin requirements are satisfied shall at all times be at the discretion of the Bank.
 - d. Without prejudice to paragraphs (b) and (c) above, if in the opinion of OCBC a First LTSR Breach has occurred, you shall within 3 Business Days (or such other notice period as OCBC may determine) of receipt by you of a notice from OCBC either:
 - i. repay such amount to OCBC so as to restore the Loan-to-Security Ratio to 100% or lower to the satisfaction of OCBC; and/or
 - ii. provide additional collateral acceptable to OCBC so as to restore the Loan-to-Security Ratio to 100% or lower.
 - e. Without prejudice to paragraphs (b) to (d) above, if in the opinion of OCBC a Second LTSR Breach has occurred, you shall within 1 Business Day (or such other notice period as OCBC may determine) of receipt by you of a notice from OCBC either:
 - i. repay such amount to OCBC so as to restore the Loan-to-Security Ratio to 100% or lower to the satisfaction of OCBC; and/or
 - ii. provide additional collateral acceptable to OCBC so as to restore the Loan-to-Security Ratio to 100% or lower.
 - f. For the purposes of paragraphs (d) and (e) above, even if contract prices move in your favour such that the Loan-to-Security Ratio referred to above is not breached after the margin call by the Bank, you shall still be required to make the repayment and deliver the collateral or security acceptable to OCBC in accordance with the margin call.
 - g. On the occurrence of one or more of the following events:
 - i. the occurrence of a First LTSR Breach or a Second LTSR Breach, notwithstanding that OCBC has made a margin call (where applicable) or you have delivered the collateral or security in accordance with such margin call;
 - ii. an event of default under the Terms and Conditions Governing Banking Facilities; and
 - iii. any other circumstance or development that the Bank deems at its absolute discretion that the Facility and/or its interests hereunder may be affected,

OCBC may, without prejudice and in addition to any other rights or remedies which OCBC may have against you, realise any cash deposit and/or any collateral and/or do all such things as OCBC deems necessary to protect or enforce OCBC's rights.

- h. Upon the exercise by OCBC of any of the rights set out at paragraph (g) above, you shall remain liable to OCBC for any interest, fees and charges which may howsoever result therefrom.
- i. For the avoidance of doubt and notwithstanding anything to the contrary, if the relevant Investments do not meet the relevant requirements or criteria as may be set or imposed by the Bank in its absolute discretion from time to time (including, without limitation, if the rating of the Investment is downgraded to a level or grade that is deemed unacceptable to the Bank), the Bank has the absolute discretion to:
 - i. reject or disallow such Investments to be used as collateral;
 - ii. deem such Investments to be unsuitable to be used as collateral; and/or
 - iii. make a margin call and/or request that you immediately provide such additional or other collaterals as the Bank may deem appropriate.
- j. Notwithstanding anything to the contrary, the Bank is not required to provide any reason or justification for any of its decisions made under paragraph (i) above.
- k. You agree that notwithstanding the collateral provided to the Bank and notwithstanding anything to the contrary, the Bank has the absolute discretion to decide on or vary, amend or change the quantum of loans it wishes to grant or disburse to you without providing any reason whatsoever.

4. Break Costs

- a. If you fail to effect drawdown in respect of the Facility or satisfy the conditions for advance after a Notice of Drawing (as defined in Clause 5(e) below) has been given by you, in addition to the other remedies of the Bank hereunder, you shall on demand, pay to the Bank such amount as the Bank may certify as necessary to compensate it for any costs incurred by the Bank resulting from your failure to effect the drawdown or a failure to satisfy the conditions for the advance, including but not limited to losses from re-employment of funds borrowed or contracted for to fund the advance at rates lower than the cost of such funds (such costs referred to herein as "**Break Costs**").
- b. Any Break Costs incurred by the Bank, in respect of any amount prepaid before its original due date or in unwinding its funding prematurely (as determined by the Bank in its sole discretion) shall be borne by you notwithstanding that the prepayment or full settlement before the maturity of the Facility is requested by the Bank.
- c. For the avoidance of doubt, where the early prepayment of an advance/advances of the Facility is due to any corporate action that affects any Security including and not limited to the maturity of any Security, the relevant Break Costs will still be payable.

5. Availability/Drawdown

- a. Subject to the availability of funds to the Bank, the Facility will be available for drawdown by you from time to time on a revolving basis in multiple advances provided always that at any one

time the aggregate principal sum of all advances made under the Facility and remaining unpaid shall not exceed the Available Limit applicable at that time.

- b. Subject to the Bank's absolute discretion to permit otherwise, each advance under the Facility shall:
 - i. be of an amount of not less than S\$100,000.00 or as otherwise permitted by the Bank in its absolute discretion; and
 - ii. be in the currency which is set out in the Application under the section "Facility Details" (such currency referred to as the "**Selected Currency**").
- c. The duration of each interest period shall be either one (1), three (3) or six (6) months (or any other period as the Bank may agree) or as otherwise notified to the Bank in a Notice of Drawing (as defined in paragraph (e) below) (each period referred to as an "**Applicable Interest Period**"). You shall select such interest periods as which shall enable you to comply with your obligations under these SAF Terms and Conditions.
- d. Each Applicable Interest Period shall start on the Business Day immediately following the end of the preceding Applicable Interest Period and the first Applicable Interest Period shall begin on the date of the first advance.
- e. Any request for a drawdown under the Facility (each request referred to herein as a "**Notice of Drawing**"):
 - i. subject to the Bank's absolute discretion to permit and/or restrict otherwise, shall be made:
 - 1. in writing in the form set out in Schedule 2 to these SAF Terms and Conditions or, at the Bank's discretion to allow, by oral instruction (by telephone, in person or otherwise); or
 - 2. by any other mode acceptable to the Bank;
 - ii. (if not made in writing in the form set out in Schedule 2 to these SAF Terms and Conditions) must specify the following:
 - 1. the loan account number;
 - 2. the amount and currency of drawdown (which shall be the Selected Currency);
 - 3. the first interest period;
 - 4. the proposed drawing date (which shall be a Business Day);
 - 5. the mode of disbursement;
 - 6. the crediting account number;
 - 7. the debiting account number; and
 - 8. rollover instructions.
 - iii. (if not made in writing in the form set out in Schedule 2 to these SAF Terms and Conditions) shall be deemed as your confirmation of the following:

1. that the conditions precedent under these SAF Terms and Conditions have been complied with in every respect;
 2. that each of the representations and warranties contained in these SAF Terms and Conditions and the Terms and Conditions Governing Banking Facilities are true and accurate in all respects as though made on the date of that request;
 3. that all the covenants on your part contained in these SAF Terms and Conditions and the Terms and Conditions Governing Banking Facilities have been fully performed and observed by you;
 4. that as at the date of the request you represent and warrant that at the date of the intended drawdown, no event of default as set out in these SAF Terms and Conditions and the Bank's Terms and Conditions Governing Banking Facilities ("**Event of Default**") has occurred and no event has occurred which, with the giving of notice and/or the lapse of time and/or upon your making any necessary certification and/or determination under these SAF Terms and Conditions and the Terms and Conditions Governing Banking Facilities, might constitute an Event of Default;
 5. unless the Bank has received instructions from you indicating otherwise at least 3 Business Days prior to the final day of the requested loan period (the "**Repayment Date**"), the Bank may:
 - A. deem itself to have received a notice of drawing duly completed from you on the same terms as the requested loan with a proposed drawing date which is the same date as the Repayment Date (the "**Rollover Loan**");
 - B. deem the principal amount of the requested loan to be repaid on the Repayment Date with the proceeds of the Rollover Loan; and
 - C. debit any outstanding interest due and payable on the requested Loan on the Repayment Date from the debiting account specified by you in the Notice of Drawing;
- iv. subject to the Bank's absolute discretion to permit otherwise, shall be given by you to the Bank not later than 11.00 a.m. on the third Business Day prior to the intended date of drawdown; and
- v. shall be irrevocable and binding on you.
- f. If you fail to give the Notice of Drawing in accordance with this Clause 5 (*Availability/Drawdown*), the Applicable Interest Period shall, subject to the other provisions of this Clause 5 (*Availability/Drawdown*), be the shortest interest period available to you (which, unless otherwise notified to you by the Bank, shall be one (1) month).
- g. Any Applicable Interest Period which would otherwise end on a non-Business Day shall end on the next Business Day in that calendar month if there is one, or if there is not, on the immediately preceding Business Day.
- h. Any Applicable Interest Period which would otherwise end during the month preceding, or extend beyond, the final maturity date of the Facility shall be of such duration that it shall end on the final maturity date.

6. Conditions Precedent

- a. The Facility will be available for your use upon completion of all matters and documentation to the satisfaction of the Bank, and upon receipt of the following (where applicable) in form and substance acceptable to the Bank, including but not limited to:
- i. a duly executed Application by you and (in the case where you are a foreigner and where required by the Bank) a foreign legal opinion by a legal counsel of the country of your nationality/incorporation;
 - ii. a duly executed (if Security is to be given by you) Memorandum of Charge and Assignment of Cash and Securities (First Party) and/or (if Security is to be given by a third party) Memorandum of Charge and Assignment of Cash and Securities (Third Party);
 - iii. where Security is given to the Bank, any other documents required by the Bank to perfect such Security, comprising of and not limited to:
 1. duly signed Deposit Pledging Form;
 2. duly signed Securities Pledging Form;
 3. duly signed Application for Opening of a Securities Sub-Account under the name of OCBC Bank Nominees Pte Ltd;
 4. duly signed CDP Form – Request for Transfer
 5. duly signed W-8BEN Form - Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding; and
 6. duly signed Notice of Charge/Assignment
 - iv. all security and support documents containing such terms and conditions as the Bank may in its absolute discretion require duly executed and duly stamped (where applicable);
 - v. if you do not have a valid Singapore mailing address, you must provide a duly executed Process Agent Form in the Bank's prescribed format;
 - vi. if you and/or your spouse is/are citizen(s) of Germany, Italy, Myanmar, Netherlands, Indonesia, China or Thailand, your spouse must provide a duly executed spousal consent in the Bank's prescribed format; and
 - vii. any other documents which the Bank may in its absolute discretion require duly executed and duly stamped (where applicable).
- b. The Facility shall only be made available for your drawdown upon satisfactory completion of all legal documentation and Winding-up/Judicial Management/Bankruptcy/Writ of Seizure & Sale searches. All costs are to be borne by you.
- c. For the avoidance of doubt, the waiver of any conditions precedent by the Bank shall in no way be construed as a waiver of all or any other conditions precedent.
- d. Notwithstanding anything to the contrary, if the Bank allows the Available Limit to be increased up to the Facility Amount pursuant to Clause 1(b)(iv)(2) above, you are only able to draw on

such increased amount provided that the conditions set out in Clause 1(b)(iv)(2) above are satisfied to the absolute satisfaction of OCBC.

7. Others

- a. The Bank shall not be responsible or liable for any loss suffered by you by reason of or due to any failure, act or omission on the Bank's part or the Bank's agents or employees to initiate carry out complete or effect any purchase or sales of the stocks/shares or in the handling or custody or collection of sales proceeds of the same or by reason of the stocks or share certificates not being genuine or not listed on any stock exchange unless the loss or damage is caused by gross negligence or wilful misconduct on the Bank's part to be proved by you provided always that the Bank's liabilities shall not in any event include any consequential or economic loss. You agree to indemnify the Bank against all proceedings, actions, claims, demands, damages, liabilities, costs and expenses howsoever incurred by the Bank or arising from or out of or in connection with any of the aforesaid instructions. Where the account is a joint account, this liability to the Bank shall be joint and several.
- b. The Terms and Conditions Governing Banking Facilities and the Application shall form integral parts of these SAF Terms and Conditions and shall apply accordingly. In the event of any inconsistency:
 - i. between the terms and conditions set out in the Terms and Conditions Governing Banking Facilities and those contained herein, the terms and conditions of these SAF Terms and Conditions shall prevail; and
 - ii. between the terms and conditions set out in the Application and those contained herein, the terms and conditions of the Application shall prevail.
- c. Unless otherwise stated, all interest rates and periodic rests are subject to review and may be adjusted from time to time by the Bank without notice.
- d. The Bank reserves the right to request you, from time to time, to furnish it with documentary evidence (in form and substance acceptable to the Bank) showing your compliance with all the terms and conditions required by the Bank and to execute any further document(s) deemed necessary by the Bank.
- e. The Facility is subject to the Bank's periodic review and the Bank reserves the absolute right to determine, vary or modify the above terms and conditions at any time.

Schedule 1A – Deposit Pledging Form
(for Time Deposits, Structured Deposits, Dual Currency Returns only)

OVERSEA-CHINESE BANKING CORPORATION LIMITED

Date:

65 Chulia Street
 OCBC Centre
 Singapore 049513

Dear Sir/Madam

SPECIFIC ADVANCE FACILITY

I/We refer to the Portfolio Financing Loan Agreement application (incorporating by reference the Specific Advance Facility General Terms and Conditions, any notices of acceptance delivered in connection thereunder and the Terms and Conditions Governing Banking Facilities) by <Name of Borrower> (the "**Borrower**") and accepted by OCBC (by a written notice of acceptance delivered to me/us) (collectively, the "**SAF Loan Agreement**").

In consideration of OCBC's agreement to increase the Borrower's existing Available Limit[^] and in addition to the existing security that has been provided to OCBC, I/we confirm, agree, undertake, warrant and covenant that I/we have deposited the additional monies set out in the table below (the "**Additional Money**") and the Additional Money shall form part of the Deposits as defined in the Memorandum of Charge and Assignment of Cash and Securities executed and granted by me/us (the "**Security Document**") in favour of OCBC to secure the Facility.

Without prejudice to such other rights OCBC may have under the Security Document, I/we also confirm that the Deposits (which include the Additional Money) shall continue to be charged to OCBC pursuant to the Security Document to secure all outstanding liabilities owing by the Borrower to OCBC under the SAF Loan Agreement.

Loan account number: <Insert Loan Account Number>

Number	Collateral Type (Time Deposits/ Structured Deposits/ Dual Currency Account)	Deposits Account Number	Receipt Number	Currency	Amount

[^] For the avoidance of doubt, this increase cannot cause the total Available Limit to exceed the Facility Amount at any time.

Mr xxxxxxxxxxxxxxxx
 NRIC No /Passport No. : xxxxxxxxxxxxxx
 Date

**Schedule 1B – Securities Pledging Form
(for Unit Trusts, Bonds, and Singapore Shares only)**

OVERSEA-CHINESE BANKING CORPORATION LIMITED

Date:

65 Chulia Street
OCBC Centre
Singapore 049513

Dear Sir/Madam

SPECIFIC ADVANCE FACILITY

I/We refer to the Portfolio Financing Loan Agreement application (incorporating by reference the Specific Advance Facility General Terms and Conditions, any notices of acceptance delivered in connection thereunder and the Terms and Conditions Governing Banking Facilities) by me/us (the "**Borrower**") and accepted by OCBC (by a written notice of acceptance delivered to me/us) (collectively, the "**SAF Loan Agreement**").

In consideration of OCBC's agreement to increase the Borrower's existing Available Limit[^] and in addition to the existing security that has been provided to OCBC, I/we confirm, agree, undertake, warrant and covenant as follows:

1. Without prejudice to such other rights OCBC may have under the Memorandum of Charge and Assignment of Cash and Securities executed and granted by me/us (the "**Security Document**") in favour of OCBC to secure the Facility, the additional securities as set out in the table below (the "**Additional Securities**") shall form part of the Mortgaged Securities as defined in the Security Document and the Mortgaged Securities (which include the Additional Securities) shall continue to be charged to OCBC pursuant to the Security Document to secure all outstanding liabilities owing by the Borrower to OCBC under the SAF Loan Agreement.

2. I/We declare that I/we will not be pledging the shares and bonds of any company of which I/we am/are the substantial shareholder (as defined in the Companies Act), director or senior executive. This refers to my/our interest in the shares/bonds that I/we am pledging. If my/our declaration differs from previous statements, I/we will notify OCBC.

Loan Account Number : **<Insert Loan Account Number>**
Settlement Account Number* :

Please tick the applicable securities below:

Unit Trusts Bonds Shares

Unit Trusts Details

Number	Beneficial Owner	Security Name	ISIN	Quantity

Bonds Details

Number	Beneficial Owner	Security Name	ISIN	Nominal Currency	Nominal Amount

Shares Details

Number	Beneficial Owner	Security Name	ISIN	Quantity	Broker (CDP Account Number or Others)

^ For the avoidance of doubt, this increase cannot cause the total Available Limit to exceed the Facility Amount at any time.

**required if you would like to update your Standing Settlement Instruction for your Loans Safekeeping Account with OCBC Nominees. This will supersede your current Standing Settlement Instruction.*

Mr xxxxxxxxxxxxxxxx
 NRIC No /Passport No. : xxxxxxxxxxxxxxxx
 Date

Schedule 2
FORM OF NOTICE OF DRAWING

OVERSEA-CHINESE BANKING CORPORATION LIMITED

65 Chulia Street
OCBC Centre
Singapore 049513

Date:

Dear Sir/Madam

NOTICE OF DRAWING
SPECIFIC ADVANCE FACILITY

Pursuant to the Portfolio Financing Loan Agreement application (incorporating by reference the Specific Advance Facility General Terms and Conditions, any notices of acceptance delivered in connection thereunder and the Terms and Conditions Governing Banking Facilities) by me/us and accepted by OCBC (by a written notice of acceptance delivered to me/us) (collectively, the "**SAF Loan Agreement**"). I/We hereby give you notice that I/we request a drawing under the said facility to be made to me/us under the SAF Loan Agreement on the following terms:-

- | | | | |
|-----|-----------------------------|---|-----------------------|
| (a) | Loan Account Number | : | |
| (b) | Amount | : | |
| (c) | Proposed Drawing Date | : | |
| (d) | Interest/Loan Period | : | *(1), (3), (6) months |
| (e) | Currency of Loan | : | |
| (f) | Crediting Account Number | : | |
| (g) | Debiting Account Number | : | |
| (h) | Automatic Rollover of Loans | : | Yes [#] |

* delete where inapplicable

[#] By indicating "Yes", you agree that unless the Bank has received instructions from you indicating otherwise at least 3 Business Days (as defined in the SAF Loan Agreement) prior to the final day of the requested loan period (the "**Repayment Date**"), the Bank may (1) deem itself to have received a notice of drawing duly completed from you on the same terms as the requested loan with a proposed drawing date which is the same date as the Repayment Date (the "**Rollover Loan**"), (2) deem that the principal amount of the requested loan is repaid by you on the Repayment Date with the proceeds of the Rollover Loan, and (3) debit any outstanding interest due and payable on the requested Loan on the Repayment Date from the debiting account specified by you in this Notice of Drawing. Please contact OCBC if you wish to vary this instruction at any time.

I/We confirm:-

- i. that the conditions precedent under the SAF Loan Agreement have been complied with in every respect;
- ii. that each of the representations and warranties contained in the SAF Loan Agreement are true and accurate in all respects as though made on the date of this request;
- iii. that all the covenants on my/our part contained in the SAF Loan Agreement have been fully performed and observed by me/us; and
- iv. that as at the date hereof I/we represent and warrant that at the date of the intended drawdown, no event of default as set out in the SAF Loan Agreement ("**Event of Default**") has occurred and no event has occurred which, with the giving of notice and/or the lapse of time and/or upon your making any necessary certification and/or determination under the SAF Loan Agreement might constitute an Event of Default.

Mr xxxxxxxxxxxxxxx
NRIC No /Passport No. : xxxxxxxxxxxxx
Date :