

To: The Manager  
**The Hongkong and Shanghai Banking Corporation Limited**  
Singapore Office

## **CHARGE OVER ALL TERM DEPOSIT ACCOUNTS**

### **1. Definitions**

“**Bank**” means The Hongkong and Shanghai Banking Corporation Limited at any of its offices and its successors and assigns;

“**Banking Facilities**” means such facilities, credit or other contractual arrangements and accommodation as the Bank may make or continue to make available to the Depositor in any capacity, alone or jointly with any other person, to such extent and for so long as the Bank may think fit;

“**Deposit**” means all monies including interest, accrued or accruing due thereon standing to the credit of all or any of the Depositor’s term deposit accounts which the Depositor now has or at any time hereafter may have with the Bank at any of its offices, including any substitute accounts or any revised designation for such accounts, the renewal of such deposits whatever currency such deposits may subsequently be denominated in, and interest accrued or accruing due thereon.

“**Depositor**” means the person, or as the case may be, each person whose name and address are specified in the Schedule or, if the name and address of a firm are specified in the Schedule, means each of the person and future partners of the firm and in the case of an individual, means any executor, person representative or lawful successor of such person and so that, if there are more than one such person, their liabilities and obligations are joint and several;

“**Exchange Rate**” means the rate for converting one currency into another currency which the Bank determines to be prevailing in the relevant foreign exchange market at the relevant time, such determination to be conclusive and binding on the Depositor;

“**person**” includes an individual, firm, company, corporation and an unincorporated body of persons;

“**Process Agent**” means the person nominated as agent, if any, whose name and Singapore address are specified in the Schedule, to accept service of any legal process in Singapore on behalf of the undersigned; and

“**Secured Moneys**” means (i) all moneys in any currency owing by the Depositor to the Bank at any time, actually or contingently in respect of the Banking Facilities, in any capacity, alone or jointly with any other person, or by any other person to whom Banking Facilities have been made available by the Bank at the request of the Depositor (ii) interest on such moneys (both before and after any demand or judgment), to the date on which the Bank receives payment, at the rates payable by the Depositor or which would have been payable but for any circumstance which restricts payment, (iii) all other liabilities of the Depositor to the Bank and (iv) all expenses of the Bank in claiming such moneys and interest or in perfecting or enforcing this Security.

### **2. Charges**

- 2.1 In consideration of the Banking Facilities, the Depositor, as beneficial owner, charges, by way of security, and releases to the Bank all the right, title and interest of the Depositor in and to the Deposit until all the Secured Moneys have been paid or discharged.
- 2.2 A certificate of balance signed by any duly authorised officer of the Bank shall be conclusive evidence against the Depositor of the amount of the Secured Moneys owing at any time.
- 2.3 The Bank shall be entitled to retain this Security for such period as the Bank may certify to the Depositor to be appropriate in order to protect the interest of the Bank in respect of the Secured Moneys.

- 2.4 If the Depositor creates or purports to create any security (whether fixed or floating) over the Deposit or any part of it or if any person levies or attempts to levy any form of process against the Deposit or any part of it, the charge created by this Security shall be a first fixed charge as determined by the Bank.
- 2.5 Nothing herein shall restrict the operation of any general lien, set-off or other rights or remedies available to the Bank, whether by law or otherwise, this security over deposit form is in addition and without prejudice to any lien, guarantee, mortgage or security now or hereafter held by the Bank.

### **3. Continuing and Additional Security**

This Security is a continuing security and is in addition to, shall not be affected by and may be enforced despite the existence of any other security held by the Bank. Any restriction on the right of consolidating securities, including but not limited to Section 21(1) of the Conveyancing and Law of Property Act (Chapter 61), shall not apply to this Security.

### **4. Undertakings**

The Depositor undertakes:

- (a) that the Deposit is and shall be in the sole beneficial ownership of the Depositor, free from encumbrances and claims except pursuant to this Security;
- (b) that the Bank may hold the Deposit or any part of it at any of its offices and transfer the same between such offices;
- (c) to deposit with the Bank or to its order all documents which evidence the Deposit, and if applicable, duly completed transfer documents in favour of the Bank;
- (d) not to withdraw, assign, transfer or otherwise deal with the Deposit except as directed by or with the consent of the Bank in writing; and
- (e) not to take any action which might prejudice the effectiveness of this Security.

### **5. Enforcement of Security**

- 5.1 If the Depositor has failed to pay any of the Secured Moneys when due or is in default under any of the terms of this Security or is unable or admits to being unable to pay the debts of the Depositor as they become due or is subject to any proceedings in or analogous to insolvency, bankruptcy or liquidation or if legal process is applied for, levied or enforced against the Deposit or any other assets of the Depositor, the Bank shall be entitled to enforce this Security and may, without demand, notice, legal process or any other action with respect to the Depositor, acquire or apply the whole or any part of the Deposit for its own benefit in or towards settlement of the Secured Moneys at any time and in any way it deems expedient, free from any restrictions and claims and the Bank shall not be liable for any loss arising out of such retention or application.
- 5.2 The Bank may, at any time and without notice to the Depositor, combine or consolidate any other account of the Depositor, of whatsoever nature and whether or not subject to notice and set-off or transfer any sums standing to the credit of any one or more such account in or towards satisfaction of the Secured Moneys or any of the liabilities of the Depositor to the Bank on any other account or in any other respect whether as principal, or surety or otherwise including liabilities under facilities or accommodation for an unexpired fixed term or in respect of foreign exchange dealings or under guarantees or assumed by the Bank at the request of the Depositor, whether such liabilities be present or future, actual or contingent, primary or collateral and several or joint. Where such combination, consolidation, set-off or transfer requires the conversion of one currency into another, such conversion shall be calculated at the Exchange Rate or spot rate of exchange as conclusively determined by the Bank.

5.3 Where any monies may from time to time be deposited or otherwise held by the Bank, specially for the purpose of providing the Bank with cash cover / cash margin in respect of the payment, discharge or satisfaction of any monies, obligations or liabilities of the Depositor to the Bank, the Depositor:

- (a) shall not and shall not be entitled to withdraw any such monies (and so that the Bank shall have the obligation to release or repay any such monies) and shall not do or omit to do any act or thing which may in any way delay or prejudice the Bank's right to retain such monies or apply all or any part of such monies in or towards such payment, discharge or satisfaction;
- (b) shall not mortgage, charge, pledge or otherwise encumber or assign, transfer or otherwise deal with or grant or suffer to arise any third party rights over or against the whole or any part of such monies or purport to do so, except in the Bank's favour.

## **6. Power of Attorney and Further Assurance**

6.1 The Depositor hereby irrevocably appoints the Bank to be the attorney for the Depositor and in the name and on behalf and as the act or deed of the Depositor or otherwise, without any reference to or consent from the Depositor, to execute all documents and to do all things as may be required for the full exercise of all or any of the powers hereby conferred on the Bank and its rights under this Security as it may consider expedient in connection with the exercise of such powers and rights.

6.2 At the request of the Bank, the Depositor shall execute such documents and perform such acts as the Bank may consider expedient in connection with the exercise of its powers and rights under this Security.

## **7. Lien**

The Bank is authorised to exercise a lien over all property of the Depositor coming into the possession or control of the Bank, for custody or any other reason and whether or not in the ordinary course of banking business, with power for the Bank to sell such property in or towards settlement of the Secured Moneys.

## **8. Depositor's Account**

The Bank may, at any time, continue any existing account and open any new account in the name of the Depositor and no subsequent transactions, receipts or payments involving any existing account or new accounts shall affect the liability of the Depositor hereunder.

## **9. Payments**

9.1 No payment to the Bank, pursuant to the enforcement of this Security or pursuant to any judgment, court order or otherwise in respect of this Security, shall discharge the obligation of the Depositor in respect of which it was made unless and until payment in full has been received in the currency in which the relevant liability for the Secured Moneys is payable and, to the extent that the amount of any such payment shall, on actual conversion into such currency at the Exchange Rate, fall short of the amount of the obligation, expressed in that currency, the Depositor shall be liable for the shortfall.

9.2 Any monies received by the Bank in respect of the Secured Moneys may be applied in or towards satisfaction of the same or placed to the credit of such account as the Bank may determine with a view to preserving its rights to claim or prove for the whole of the Secured Moneys against any person liable.

9.3 If any moneys received by the Bank in respect of the Secured Moneys are required to be repaid by virtue of any law relating to insolvency, bankruptcy or liquidation or for any other reason, the Bank shall be entitled to enforce this Security as if such moneys had not been paid.

## **10. No Waiver**

No waiver or omission by the Bank pursuant to this Security shall affect its rights, powers and remedies hereunder or any further or other exercise of such rights, powers or remedies.

**11. Assignment**

The Depositor may not without the prior written consent of the Bank assign or transfer any of its rights or obligations hereunder. The Bank may assign any of its rights hereunder to a person in whose favour it has made an assignment of all or any of the Banking Facilities.

**12. Communication**

Any notice, demand or other communication under this Security shall be in writing addressed to the Depositor at the last address registered with the Bank and addressed to the Bank at its office specified in the Schedule or such other address as the Bank may notify to the Depositor for this purpose and may be delivered personally, by leaving it at such address, by post, facsimile transmission or telex and shall be deemed to have been delivered to the Depositor at the time of personal delivery or on leaving it at such address or on the second day following the day of posting or on the day of despatch, if sent by facsimile transmission or telex, and to the Bank on the day of actual receipt.

**13. Severability**

Each of the provisions of this Security is severable and distinct from the others and, if one or more of such provisions is or becomes illegal, invalid or unenforceable, the remaining provisions shall not be affected in any way.

**14. Governing Law and Jurisdiction**

14.1 This Security is governed by and shall be construed in accordance with the laws of Singapore.

14.2 The Depositor submits to the non-exclusive jurisdiction of the Singapore Courts but this Security may be enforced in the Courts of any competent jurisdiction.

**15. Process Agent**

In the event of any action in respect of this Security herein begun, the process by which it is begun may be served on the Depositor or the Process Agent if any is specified in the Schedule.

The Depositor hereby irrevocably appoints the Process Agent specified in the Schedule to receive, for the Depositor and on the Depositor's behalf, service of process in any legal actions or proceedings instituted in Singapore in connection with this Security. Such service shall be deemed completed on delivery to the Process Agent (whether or not it is forwarded to or received by the Depositor) and the Depositor hereby authorises and declares that such service in the manner aforesaid shall be deemed good and effectual service of the writ or legal process or judgment on the Depositor. If for any reason the Process Agent ceases to be able to act as such or no longer has an address in Singapore, the Depositor irrevocably agrees to appoint a substitute process agent acceptable to the Bank, and to deliver to the Bank a copy of the new process agent's appointment, within 14 days pending which or failing which the Depositor agrees and confirms that any service of process on the Process Agent remains effective on the Depositor.

**16. Miscellaneous**

16.1 No delay or omission on the part of the Bank in exercising any right or remedy under this Security shall impair that right or remedy or operate as or be taken to be a waiver of it nor shall any single partial or defective exercise of any such right or remedy preclude any other or further exercise under this Security of that or any other right or remedy.

16.2 The Bank's rights under this Security are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Bank deems expedient.

- 16.3 Any waiver by the Bank of any terms of this Security or any consent or approval given by the Bank under it shall only be effective if given in writing and then only for the purpose and upon the terms and conditions if any on which it is given.
- 16.4 The Bank is authorised, in the Bank's absolute discretion, at any time and from time to time to notify any other creditors of the Depositor of the terms of the agreements and undertakings set out herein.

**Schedule**

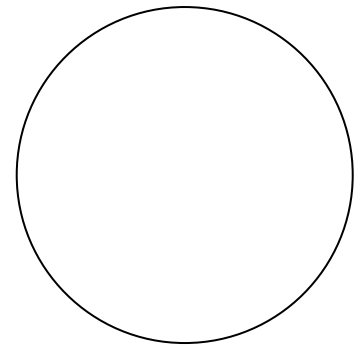
Office Holding the Deposit(s) **The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch**

Depositor \_\_\_\_\_ Company Registration No. \_\_\_\_\_

Address \_\_\_\_\_

This Security has been entered into by the Depositor under its common or corporate seal, whichever may be affixed below on \_\_\_\_\_, 20\_\_\_\_\_.

Executed under the Seal of the Depositor in the \_\_\_\_\_ )  
 presence of the following director(s) and/or secretary )



\_\_\_\_\_  
 Director

Name \_\_\_\_\_

Identification No. \_\_\_\_\_

Address \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Director/Secretary

Name \_\_\_\_\_

Identification No. \_\_\_\_\_

Address \_\_\_\_\_  
 \_\_\_\_\_

## STATEMENT CONTAINING PARTICULARS OF CHARGE

Please fill in the following information. Fields marked \* must be completed.

### CHARGOR COMPANY

Registration No.

Company Name

### CHARGEES

Chargee ID	Chargee Name	Chargee Type
<input type="text" value="S16FC0010A"/>	<input type="text" value="The Hongkong and Shanghai Banking Corporation Limited"/>	<input type="text" value="Company/Foreign Branch"/>

### INSTRUMENT AND ITS EXECUTION

Choose one Option:\*

There is no instrument by which the charge is created or evidenced.

Description of the Instrument creating/ evidencing charge:

**Others**

(If the description of Instrument is Others, please provide the description)

**Charge Over All Term Deposit Accounts**

**If Instrument exists:**

Date of Instrument\* :  (dd/mm/yyyy)

Date of Creation\* :  (dd/mm/yyyy)

Charge instrument executed  
in the presence of

if others: Name of person

Designation

(e.g. solicitor of company, attorney of company)

Charge Instrument Executed\* : [  ] In Singapore  
[  ] Outside Singapore

Date of Stamping :  (dd/mm/yyyy)  
(date in instrument if stamping is required)

Short description of  
property/properties securing  
the charge (if any):

Please see Appendix I of the attachment below.

(maximum 2,000 characters)

Restrictions/Prohibitions  
(if any):

Please see Appendix II of the attachment below.

(maximum 2,000 characters)

Salient covenants or Terms  
and Conditions in the charge  
(if any)

Please see Appendix III of the attachment below.

(maximum 2,000 characters)

If space is insufficient,  
please attach further  
information here:  
(maximum size of 2,048KB)

**AMOUNT SECURED BY THIS CHARGE**

<b>Sequence No.</b>	<b>Currency</b>	<b>Secured Amount</b>	<b>Secured Amount Description</b>	<b>Name of chargee(s) amount secured to</b>
1	All monies owing			The Hongkong and Shanghai Banking Corporation Limited

**COURT ORDER FOR EXTENSION OF TIME UNDER SECTION 137**

Court Order Number :

Date of Order :

Description of period of Extension given :   
(eg within x days of Court Order. Maximum 200 characters)

Attach Court Order (maximum size of 2,048KB) :

**If extension of time under section 139 for new charge has been granted  
(applicable for charges executed outside Singapore and made within prescribed period)**

Application No. for Extension :

## DECLARATION

- I confirm that the instrument of charge to be produced to the Registrar for his inspection (if required) is the instrument that was duly executed by the company in favour of the abovementioned chargee on the date stated above.
- I have compared the copy of the instrument of charge to be produced to the Registrar for his inspection (if required) with the original instrument and confirm that it is true and correct copy of that instrument that was duly executed by the company in favour of abovementioned chargee on the date stated above.
- Not applicable.

**I confirm that the instrument of charge or a copy thereof is kept at the registered office of the company and is open to the inspection of any creditor or member of the company without fee.**

**I confirm that the charge to be registered herein comes within section 131(3) as being:**

(Please select applicable option)

- (a) a charge to secure any issue of debentures;
- (b) a charge on uncalled share capital of a company;
- (c) a charge on shares of a subsidiary of a company which are owned by the company;
- (d) a charge or an assignment created or evidenced by an instrument which if executed by an individual, would require registration as a bill of sale;
- (e) a charge on land wherever situate or any interest therein;
- (f) a charge on book debts of the company;
- (g) a floating charge on the undertaking or property of a company;
- (h) a charge on calls made but not paid;
- (i) a charge on a ship or aircraft or any share in a ship or aircraft; and
- (j) a charge on goodwill, on a patent or licence under a patent, on a trademark, or on a copyright or a licence under a copyright

**The statement has been lodged on behalf of the**

(Please select applicable option)

- Chargee
- Chargor
- Person interested in the document



**Local Address** (\* if address type is Local Address)

Postal Code	Singapore 049320
Block/House No.	21
Street Name	Collyer Quay
Unit	#14-01
Building/Estate Name	HSBC Building

**Foreign Address** (\* if address type is Foreign Address)

Address	
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Registration No.: \_\_\_\_\_

Company Name : \_\_\_\_\_

**ATTACHMENT TO STATEMENT CONTAINING PARTICULARS OF CHARGE**

Appendix I

All the right, title and interest of the Company in and to all monies including interest, accrued or accruing due thereon standing to the credit of all or any of the Company's term deposit accounts which the Company has at the time of the Instrument or at any time thereafter may have with the Bank at any of its offices, including any substitute accounts or any revised designation for such accounts, the renewal of such deposits whatever currency such deposits may subsequently be denominated in, and interest accrued or accruing due thereon (the "**Deposit**").

Appendix II

- (a) The Company shall not withdraw, assign, transfer or otherwise deal with the Deposit except as directed by or with the consent of the Chargee in writing.
- (b) The Company shall not take any action which might prejudice the effectiveness of the Instrument.
- (c) Please refer to the Instrument for the rest of the restrictions or prohibitions.

Appendix III

Please refer to the Instrument for the salient covenants or terms and conditions.

Signature .....

Name :

for and on behalf of

\_\_\_\_\_ (name of company)

[please prepare on letterhead of company]

## LETTER OF CONFIRMATION AND AUTHORISATION

Date :

To : KhattarWong  
80 Raffles Place  
#25-01 UOB Plaza 1  
Singapore 048624

Dear Sirs

Filing of Statement Containing Particulars of Charge via BizFile for  
Registration No.: \_\_\_\_\_

Company Name : \_\_\_\_\_

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We refer to the enclosed Statement Containing Particulars of Charge (together with the Attachment to Statement Containing Particulars of Charge) (the “**Statement**”) in relation to the Charge Over All Term Deposit Accounts dated \_\_\_\_\_ (the “**Instrument of Charge**”) made between us (as chargor) and The Hongkong and Shanghai Banking Corporation Limited (as chargee) (the “**Chargee**”).

We hereby confirm that :

(a) \* We will produce to the Registrar of Companies for his inspection (if required) the Instrument of Charge which was duly executed by us in favour of the Chargee on the date stated in the Statement;

or

\* We have compared the copy of the Instrument of Charge to be produced to the Registrar of Companies for his inspection (if required) with the original instrument and confirm that it is a true and correct copy of the said instrument which was duly executed by us in favour of the Chargee on the date stated in the Statement;

(b) the Instrument of Charge or a copy thereof is kept at our registered office and is open to the inspection of any creditor or member of ours without fee; and

(c) all the information and facts provided or stated in the Statement, which has been duly signed by our director, \_\_\_\_\_ at the foot of each page of the Statement, are true, accurate and complete and are not in any way false or misleading.

We hereby irrevocably and unconditionally authorise you or any person designated by you to lodge, file with and submit to, the Registrar of Companies the Statement, and to do all things necessary or expedient arising from or in connection with the lodgement, filing or submission of the Statement on our behalf.

We hereby confirm that we shall not hold you liable in the event of any damage, cost, loss or expense arising from or in connection with the confirmation and authorisation herein, and we hereby agree and undertake to indemnify you in full from and against all liabilities, claims, demands, actions, proceedings, damages, costs, losses and expenses of any nature whatsoever which you may suffer or incur as a result of the confirmation and authorisation herein.

Yours faithfully

Signature .....

Name :

for and on behalf of

\_\_\_\_\_ (name of company)

*Board resolution for adoption – Charge over all term deposit accounts*

Certified true copy of an extract from the Minutes of a Meeting of the Board of Directors of \_\_\_\_\_ ("the Company") held at \_\_\_\_\_ (address) on \_\_\_\_\_ (date).

IT WAS RESOLVED as follows: -

1. THAT the Company charge in favour of The Hongkong and Shanghai Banking Corporation Limited ("the Bank") its deposits with the Bank by executing the Bank's Charge Over All Term Deposit Accounts tabled, the terms and conditions of which are noted and the execution be and is hereby approved.
2. THAT the common seal of the Company be affixed to the Charge Over All Term Deposit Accounts referred to above and any other documents relating to the above transaction in the presence of any two directors, or a director and the secretary of the Company.
3. THAT each director of the Company be and is hereby authorised to sign execute and deliver the Charge Over All Term Deposits Accounts and any other documents notices or statements required from the Company by the Bank from time to time and to communicate or deal with them on the Company's behalf generally.

**CERTIFIED TRUE COPY**

.....  
DIRECTOR

.....  
SECRETARY / DIRECTOR