Summary of Key Terms of Facility Agreement (FS)

1. GRANT OF THE FACILITY

Subject to the terms and conditions of the Facility Agreement and the terms and conditions of the Finance Parties which may be notified and amended from time to time, the Lender has agreed to grant the Borrower the Facility up to the Approved Total Facility Amount as stated in the Letter of Offer subject to all the other commercial terms as set out.

2. CANCELLATION

2.1 The Lender or the Facility Agent (acting on the instructions of the Lender) will have the right at any time in its absolute discretion, including before any disbursement or utilisation of the Facility, to cancel / terminate the Facility or any part thereof without giving any reasons therefore by giving written notice to the Borrower, and such cancellation/termination will take effect on such date as determined by the Lender or the Facility Agent (acting on the instructions of the Lender) in its absolute discretion and stated in the written notice without liability to any fees, expenses, damages and costs incurred by the Borrower.

2.2 Upon cancellation **/** termination of the Facility, all sums due and payable by the Borrower under this Agreement including any outstanding Fees & Charges together with accrued interest, Late Repayment Interest and Late Repayment Fee will be immediately due and payable regardless of a notice or demand by the Lender or the Facility Agent (acting for and on behalf of the Lender). Thereupon, the Borrower shall within **seven (7)** Business Days from the date the Facility is cancelled / terminated repay the Secured Debt in one lump sum thereon failing which, further interest, Late Repayment Interest and Late Repayment Fee will continue to accrue on the Secured Debt until the day of full settlement, notwithstanding cancellation or termination of this Agreement.

2.3 Upon cancellation / termination, the Borrower is also liable to all costs, charges and expenses incurred by the Lender and/or such parties appointed to enforce this Agreement.

2.4 The Borrower may at any time prior to the submission of a Drawdown Request submit a request to the Facility Agent for the cancellation/termination of the Facility pursuant to this clause. The Facility Agent (acting on the instructions of the Lender) reserves full rights to approve or deny such requests at its sole discretion. Any such cancellation/termination, if so approved by the Facility Agent (acting on the instructions of the Lender), will take effect on such date as determined by the Facility in its absolute discretion as notified by the Facility Agent to the Borrower.

3. PURPOSE OF THE FACILITY

3.1 The Utilised Amount disbursed under this Facility shall be utilised solely for the purposes stated in the Letter of Offer.

4. DISBURSEMENTS OF UTILISED AMOUNT

4.1 The Lender will disburse the Utilised Amount to the Borrower (less any Fees & Charges due and payable to the Lender) (the "**Disbursed Amount**") into such bank account as set out in the Drawdown Request in one lump sum within **three (3)** Business Days from the date of which the Facility Agent notifies the Borrower that **all** the applicable condition precedents have been met and/or complied with.

4.5 In consideration of the Lender granting the Facility to the Borrower, the Borrower agrees to pay all the following fees to the Lender:

4.5.1 A one-off non-refundable Upfront Fee in the amount stated in the Letter of Offer;

4.5.2 Any variation fee as stated in the Letter of Offer;

4.5.3 Bank charges incurred pursuant to any disbursement and service fee and costs of the setting up, maintenance and utilisation of the services with the bank and any other bank transactions;

4.5.4 Legal fees, stamp duty, taxes and registration fees incurred and/or any other legal fees and disbursements, consultation fees and professional opinion fees incurred and/or chargeable;

4.5.5 Late Repayment Interest and Late Repayment Fee at the prescribed rate and manner set out in the Letter of Offer imposed on any late repayment; and

4.5.6 Any miscellaneous fees and charges not herein specified of which the Lender may incur or charge from time to time,

("**Fees & Charges**")

5. **INTEREST**

The Borrower agrees that Interest at the prescribed Interest Rate set out in the Letter of Offer on a daily balance basis shall be calculated on the Utilised Amount and thereafter be paid by the Borrower in accordance with the repayment schedule set out in the Disbursement Statement.

6. **REPAYMENT**

6.1 The Borrower agrees to repay or cause to be repaid all amounts due and owing under the Finance Documents which shall include but not limited to the Utilised Amount, Interest, all Fees & Charges ("**Repayment Amount**") on the applicable Due Date, including such Due Dates as set out in the repayment schedule.

6.2 For the avoidance of doubt, unless otherwise agreed to by the Facility Agent in writing, any Indebtedness shall be repaid in Singapore Dollars.

6.3 The Lender or the Facility Agent (acting on the instructions of the Lender) shall be entitled at any time to vary at its absolute discretion: (a) the repayment schedule, (b) the Repayment Amount, or (c) both.

6.4 The Borrower shall ensure that all Repayment Amounts are made solely from a bank account held in the name of the Borrower, with the account name corresponding to the Borrower's legal entity name. The Lender will reject any payment made from an account not held in the Borrower's name or from any third party.

7. **LATE REPAYMENT INTEREST**

7.1 In the event the Borrower fails to pay the Utilised Amount or interest on its relevant Due Date, Late Repayment Interest at the prescribed rate and manner set out in the Letter of Offer will start to accrue on the unpaid Utilised Amount and unpaid interest after the relevant Due Date up to the actual receipt of any and all outstanding Utilised Amount and interest by the Lender.

7.2 Further, the Lender reserves the right to charge an additional Late Repayment Fee as set out in the Letter of Offer pursuant to any late repayment of any part of the Indebtedness which will be chargeable daily from the day after the relevant Due Date up to the day of full settlement of any and all outstanding Indebtedness.

7.3 In the event the Borrower fails to pay any Fees & Charges or any other outstanding sum which may be charged or has been incurred by the Lender and/or the Facility Agent pursuant to this Facility or arising from any Finance Document ("**Outstanding Charges**") on or before the date of when such Outstanding Charges becomes due and payable, whether demanded or not, Late Repayment Interest and Late Repayment Fee at the prescribed rate and manner set out in the

Letter of Offer on such Outstanding Charges will accrue from the day such Outstanding Charges becomes due and payable up to the date of actual receipt of the Outstanding Charges (both before as well as after demand or judgment) from the Borrower.

This is a summary extract. For detailed terms and conditions, please refer to the formal facility documents.