

SECURED LOAN AGREEMENT

This SECURED LOAN AGREEMENT (the "Agreement"), is dated [REDACTED], by and between [REDACTED] (the "Borrower"), whose address is [REDACTED]

[REDACTED], and [REDACTED], (the "Lender"), whose address is [REDACTED]

WHEREAS, the Borrower wishes to borrow from the Lender the sum of [REDACTED] (\$ [REDACTED]) (the "Principal Sum") in accordance with the terms and conditions of this Agreement.

1. DEFINITIONS. Words used in multiple sections of this document are defined below.

- (a) "Loan" means the debt evidenced by the Note, plus interest, and any additional charges due under the Note.
- (b) "Note" refers to that certain Promissory Note executed by the Borrower of even date herewith, which states that the Borrower owes the Lender the sum of [REDACTED] (\$ [REDACTED]), a true and accurate copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein.
- (c) "Property" refers to the property securing the Loan, described in Section 2 of this Agreement.
- (d) "Repayment Date" means the date the Principal Sum, plus accrued interest thereon, is to be repaid to the Lender as set forth in Section 7 of this Agreement.

2. SECURITY INTEREST. The beneficiary of this Agreement is the Lender, and the successors and assigns of the Lender. This Agreement secures to the Lender: (i) the repayment of that certain Loan as described in the Note, and all renewals, extensions, and modifications thereof; and (ii) the performance of Borrower's covenants and agreements under this Agreement and the Note. For this purpose, Borrower irrevocably grants and conveys to the Lender, in trust, with power of sale, the following described property located in the City of [REDACTED], state of [REDACTED], USA:

together with all of the improvements now or hereafter erected on the Property, and all easements, appurtenances, and fixtures now or hereafter a part of the Property. All replacements and additions to the Property shall also be covered by this Agreement. Borrower understands and agrees that Lender holds only legal title to the interests granted by Borrower in this Agreement, but, if necessary to comply with law or custom, Lender has the right to exercise any or all of those interests, including, but not limited to, releasing and canceling this Agreement.

- 3. NOTARIZATION. Borrower agrees to execute this Agreement and the Note before a duly licensed Notary Public (or local equivalent thereof) to ensure its effect and enforcement, shall provide the Lender with a copy of this Agreement and the Note bearing the notarial stamp.
- 4. BORROWER'S COVENANTS. Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed, and has the right to grant and convey the Property, and that the Property is

unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

5. SUBORDINATE INTEREST. It is understood and agreed that this Agreement shall be subordinate to all previously recorded liens and encumbrances with respect to the Property, but shall take priority over any and all additional liens, encumbrances, and Agreements that may be recorded subsequent to the recording of this Agreement, unless otherwise agreed to by the Lender in writing.
6. LIEN ON AMOUNT FUNDED/UNPAID. This Agreement, and the real property lien created thereby, shall only extend to the actual amount funded by the Lender under the Note, plus accrued interest, and shall only extend to any amount of principal and interest remaining unpaid under the Note. Any amounts paid by the Borrower towards the reduction of principal and/or interest under the Note shall correspondingly reduce the Lender's rights under this Agreement.
7. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note on or before [REDACTED] (the "Repayment Date"). Payments shall be made in US currency in accordance with instructions provided by the Lender. Payment shall be deemed received when received at the location designated in the Note or at such other location as may be designated by the Lender in accordance with the notice provisions of this Agreement. No offset or claim which Borrower might have now or in the future against Lender shall relieve the Borrower from making payment due under the Note and this Agreement or performing the covenants and agreements secured by this Agreement.
8. APPLICATION OF PAYMENTS OR PROCEEDS. Except as otherwise described in this Section, all payments accepted and applied by the Lender shall be applied in the following order of priority: (a) interest due under the Note; and (b) principal due under the Note.
9. CHARGES AND LIENS. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property that can attain priority over this Agreement, leasehold payments or ground rents on the Property, if any, and community association dues, fees, and assessments, if any.
10. PROPERTY INSURANCE. Borrower shall keep the Property and any improvements now existing or hereinafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires.
11. PRESERVATION, MAINTENANCE, AND PROTECTION OF THE PROPERTY. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Regardless of whether Borrower is residing in the Property, Borrower shall maintain the Property to prevent the Property from deteriorating or decreasing in value due to its condition.
12. PROTECTION OF LENDER'S INTEREST. If (a) Borrower fails to perform the covenants and agreements contained in this Agreement, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Agreement (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain

priority over this Agreement, or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect the Lender's interest in the Property and rights under this Agreement, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (i) paying any sums secured by a lien which has priority over this Agreement; (ii) appearing in court; and (c) paying reasonable attorney's fees to protect its interest in the Property and/or rights under this Agreement, including its secured position in bankruptcy proceedings.

13. NO WAIVER. Extension of the time for payment or modification of amortization of the sums secured by this Agreement granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of the Borrower or any Successors in Interest of the Borrower. Any forbearance by the Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities, or Successors in Interest of Borrower or in amounts less than the amounts then due, shall not be a waiver of or preclude the exercise of any right or remedy.
14. JOINT AND SEVERAL LIABILITY. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Agreement but does not execute the Note: (a) is co-signing this Agreement only to mortgage, grant, and convey the co-signer's interest in the Property under the terms of this Agreement; (b) is not personally obligated to pay the sums secured by this Agreement; and (c) agrees that the Lender and any other Borrower can agree to extend, modify, forbear, or make any accommodations with regard to the terms of this Agreement or the Note without the co-signer's consent.
15. NOTICES. All notices given by Borrower or Lender in connection with this Agreement must be in writing. Any notice to Borrower in connection with this Agreement shall be deemed to have been given to Borrower when mailed by first class mail or when delivered to Borrower's confirmed email address, with confirmation of receipt. Notice to any one Borrower shall constitute notice to all Borrowers unless applicable law expressly requires otherwise. The notice address shall be the Property address unless Borrower has designated a substitute notice address by notice to the Lender. Borrower shall promptly notify Lender of any change of address.
16. GOVERNING LAW. This Agreement shall be governed by the laws of the United States and the State of . All rights and obligations contained in this Agreement are subject to any requirements and limitations of applicable law. In the event that any provision of this Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Agreement or the Note which can be given effect without the conflicting provision. As used in this Agreement, (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.
17. ~~COPIES TO BORROWER AND LENDER~~ ~~Copies of the Note and the Agreement~~. Borrower and Lender shall each be given one or more
18. TRANSFER OF PROPERTY. As used in this section, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract, or escrow agreement,

the intent of which is the transfer of title by Borrower at a future date to a purchaser. If all or any part of the Property or any Interest in the Property is sold or transferred without Lender's prior written consent, Lender may require immediate payment in full of all such sums secured by this Agreement. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Agreement. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Agreement without further notice or demand on Borrower.

19. ACCELERATION; REMEDIES. Lender shall give notice to the Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Agreement. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to the Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Agreement and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Agreement without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this section, including, but not limited to, reasonable attorney's fees and costs of title evidence.
20. RECONVEYANCE. Upon payment of all sums secured by this Agreement, Lender shall reconvey its interest in the Property and shall surrender this Agreement and all notes evidencing debt secured by this Agreement to the Borrower, without warranty.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Agreement and in any Rider executed by Borrower and recorded with it.

BORROWER:

NAME

Date Signed: _____

LENDER:

NAME

Date Signed: _____

PROMISSORY NOTE & LIEN
SECURED BY REAL PROPERTY

\$ _____

(Property Address)

FOR VALUE RECEIVED, the undersigned, _____, (the "Borrower") promises to pay to the order of _____ (the "Lender"), the Principal Sum of (\$ _____), together with interest as set forth below. Borrower shall provide the Security for this Note as set forth in Section 3 hereof. This Note becomes payable on the Maturity Date (as defined).

1. TERM: The term of this Note shall commence upon Borrower's receipt of the Principal Sum, and shall continue for a period of _____ (i.e. six (6) months), or on _____ whichever first occurs (the "Maturity Date").
2. PAYMENT: Principal and interest due pursuant to this Note shall be paid as follows:
 - (a) Interest: Interest on this Note shall accrue at the rate of _____ % per annum of the outstanding Principal Sum during the term hereof.
 - (b) Payment of Principal and Interest: The Principal Sum, together with interest accrued thereon, shall be payable in full on the Maturity Date of this Note (or any extensions thereof). In addition, upon the occurrence of a Maturity Event (as defined herein), Borrower shall pay to Lender all amounts due under this Note, including all unpaid principal and all accrued but unpaid interest on the principal amount hereof.
 - (c) Prepayment: The Borrower may repay the Principal Sum, together with any accrued interest, at any time prior to the Maturity Date without penalty. Upon Lender's acceptance of such prepayment, this Note shall be considered satisfied, and Lender shall release the Lien referenced in Section 3 of this Note.
 - (d) All payments made hereunder shall be made by Borrower free and clear of, and without deduction for, any and all present and future taxes, levies, charges, deductions and withholdings. Borrower shall pay upon demand any stamp or other taxes, levies or charges of any jurisdiction with respect to the execution, delivery, performance and enforcement of this Note.
3. SECURITY: This Note is secured by, and shall serve as a lien against, that certain real property commonly known as _____ (the "Property"). The Lender understands and agrees that the lien created hereby shall not be a first priority lien with respect to the Property but shall be subordinate to any previously recorded liens or other monetary encumbrances with respect to the Property. Borrower hereby warrants that, as of the date hereof, the only liens on the Property are those recorded by the Bank of Singapore.

4. **MATURITY EVENT:** Upon the occurrence of a Maturity Event (as hereinafter defined), the entire unpaid principal balance, and all other sums due hereunder, shall become immediately due and payable without further demand or notice to Borrower. To the extent permitted by law, any of the following events shall be a "Maturity Event" under this Note and the Lien:
- (a) Borrower shall fail to pay any amount of the Principal Sum or Interest required by this Note when due, and shall fail to cure such non-payment within ten (10) days following written notice of such delinquency.
 - (b) There shall occur a breach or default in the performance of any obligation of Borrower contained in this Note and the Loan Agreement herewith (the "Loan Documents"), or any other agreement now or hereafter entered into by the Borrower, on the one hand, and the Lender, on the other hand, with respect to the Property.
 - (c) Borrower (i) admits in writing his inability to pay debts, (ii) makes an assignment for the benefit of creditors, (iii) files a voluntary petition in bankruptcy, effect a plan or other arrangement with creditors, liquidates its assets under arrangement with creditors, or liquidates assets under court supervision, (iv) has an involuntary petition in bankruptcy filed against them that is not discharged within sixty (60) days after such petition is filed, or (v) applies for or permits the appointment of a receiver or trustee or custodian for any of their property or assets which shall not have been discharged within sixty (60) days after the date of appointment.
 - (d) Any representation or warranty of Borrower contained herein or in any certificate or agreement entered into between Borrower for the benefit of Lender in connection herewith shall prove to be false or misleading in any material respect.
 - (e) This Note is not recorded against the Property within thirty (30) days following receipt by the Borrower of the Principal Sum.
 - (f) Any lien or other monetary encumbrance is imposed against the Property without first obtaining the prior written consent of the Lender; provided, however, that in the event that a lien or monetary encumbrance is imposed against the Property without the consent of any Borrower, a Maturity Event shall not occur until the lien or other monetary encumbrance is imposed against the Property for a period of at least ninety (90) days.
5. **REPRESENTATIONS OF BORROWER:** Borrower hereby makes the following representations and warranties to the Lender and acknowledge that Lender is relying on such representations in making the loan:
- (a) Lender shall have good and marketable title to the Property free and clear of any security interests, liens, or encumbrances other than those recorded against the Property prior to the execution of this Note, and the lien created thereby;
 - (b) The consent of no other person or entity is required to grant to Lender the security interest in the Property, or such consent has otherwise been obtained and presented to the Lender;
 - (c) There are no actions, proceedings, claims, or disputes pending or, to the Borrower's knowledge, threatened against or affecting the Borrower or the Property.

6. ATTORNEYS' FEES: In the event of Borrowers' default hereunder, Borrowers shall pay all costs of collection, including reasonable attorneys' fees incurred by the holder hereof on account of such collection, whether or not suit is filed hereon.
7. WAIVER: The waiver by Lender of any breach of or default under any term, covenant or condition contained herein or in any other agreement referred to above shall not be deemed to be a waiver of any subsequent breach of or default under the same or any other such term, covenant or condition.
8. GENERAL PROVISIONS: This Note shall be governed by and construed in accordance with the laws of the State of

The makers of this Note hereby waive presentment for payment, protest and demand, notice of protest, demand and dishonor and nonpayment of this Note, and consent that Lender may extend the time for payment or otherwise modify the terms of payment or any part of the whole of the debt evidenced by this Note, at the request of any person liable hereon, and such consent shall not alter nor diminish the liability of any person. Borrowers hereby waive the defense of the statute of limitations in any action on this Note to the extent permitted by law. Time is of the essence of this Note, the Lien and any other document executed by Borrowers in connection therewith. Liability hereunder shall be joint and several both between Borrowers and among all other persons and entities now or hereafter liable for all or any part of the Loan.

9. ACKNOWLEDGEMENT BY BORROWER: THIS NOTE, THE LOAN AGREEMENT, AND ALL RELATED DOCUMENTATION ARE EXECUTED VOLUNTARILY AND WITHOUT ANY DURESS OR UNDUE INFLUENCE ON THE PART OF OR ON BEHALF OF THE PARTIES HERETO, WITH THE FULL INTENT OF CREATING THE OBLIGATIONS AND SECURITY INTERESTS DESCRIBED HEREIN AND THEREIN. THE PARTIES ACKNOWLEDGE THAT: (a) THEY HAVE READ SUCH DOCUMENTATION; (b) THEY HAVE BEEN REPRESENTED IN THE PREPARATION, NEGOTIATION AND EXECUTION OF SUCH DOCUMENTATION BY LEGAL COUNSEL OF THEIR OWN CHOICE; (c) THEY UNDERSTAND THE TERMS AND CONSEQUENCES OF THIS NOTE, THE LOAN AGREEMENT, THE LIEN, AND ALL RELATED AGREEMENTS AND DOCUMENTATION AND THE OBLIGATIONS THEY CREATE; AND (d) THEY ARE FULLY AWARE OF THE LEGAL AND BINDING EFFECT OF THIS NOTE, THE LIEN AND THE OTHER DOCUMENTS CONTEMPLATED BY OR ENTERED INTO IN CONNECTION WITH THIS NOTE.

IN WITNESS WHEREOF, Borrower has executed this Note as of the day and year first above written.

BORROWER:

NAME

Date Signed: