



COMPREHENSIVE TITLE INSURANCE ORDER FORM

Date: _____

Solicitor Information:

Law Firm Name: _____

Contact Name: _____

Address: _____

Tel: _____ Fax: _____

E-mail: _____ Ref: _____

Transaction Information:

Purchase Only Completion Date: _____

Mortgage Only Purchase Price: _____

Purchase and Mortgage Mortgage Loan: _____

Policies Required ("Policy"):

Residential Owner's Protection Policy

Residential Lender's Protection Policy

Commercial Owner's Protection Policy

Commercial Lender's Protection Policy

Property Description ("Property") (Please include undivided shares, description of Government Lease and DMC or other similar instrument):

Purchaser's Name (as will appear on the Assignment) ("Purchaser")

Mortgagor's Name (as will appear on the Mortgage) ("Mortgagor")

First American Title Insurance Company

Incorporated in California USA

Suites 805, 8th Floor, Wilson House, 19-27 Wyndham Street, Central, Hong Kong

TEL 2523 1028 FAX 2781 4222

WEBSITE www.firstam.com.hk

Borrower's Name (as will appear on the Mortgage) ("Borrower")

Guarantor's Name (as will appear on the Guarantee) ("Guarantee")

Lender's Name (as will appear on the Mortgage) ("Lender")

We advise as follows:

1. ***Contents of Mortgage.** We have prepared an "all monies" mortgage ("Mortgage") of the Property on the basis of the Lender's standard all monies mortgage form.
2. **Property.** The Property is held subject to and with the benefit of the Government Lease, the Deed of Mutual Covenant and/or Management Agreement and such other documents as referred hereto.

Save as disclosed, the title deeds and the documents do not contain any unusual or unduly onerous provisions for deeds of this nature in the Hong Kong Special Administrative Region ("Hong Kong").

3. **Ownership.** *Upon completion of the sale and purchase, the Purchaser will become the sole legal and beneficial owner of the Property. We confirm that an agreement for sale and purchase in favour of the Purchaser dated not less than 30 days of the Completion Date has been registered with the Land Registry within the priority period. The Purchaser confirms that there is no person (other than himself) having an interest in the Property as a result of contribution to the purchase price of the Property.

*The Mortgagor is the legal and beneficial owner of the Property. The Mortgagor confirms that there is no person (other than himself) having an interest in the Property as a result of possession or contribution to the purchase price, mortgage repayments or payments towards improvements to the Property.

4. **Use.** The Government Lease and the occupation permit allow the Property to be used for [].
5. **Title.** We have reviewed title documents of the Property and have conducted searches at the relevant public registries. *[Save for those already disclosed to the Purchaser/*Lender in our letters dated [] (a copy of which is attached),] we are of the opinion that the Purchaser*/Mortgagor has a good and marketable title to the Property free from all encumbrances.
6. **Land Search.** A land search has been conducted not more than 2 business days before the Completion Date and the search does not do not reveal any of the following registered against the Property:
 - (a) mortgage, charge, lien, encumbrance, or floating charge or any other security interest;
 - (b) lease, tenancy agreement, contract or option;
 - (c) covenant, easement or right that affects the title to the Property other than one referred hereto; and

- (d) memorandum of charge in respect of outstanding management fees, government rents or government rates, taxes.
7. **Bankruptcy/winding up search.** A bankruptcy/winding up search has been conducted not more than 2 business days before the Completion Date and the search does not reveal the existence of a bankruptcy/winding up order against the Purchaser/*Mortgagor.
 8. ***Execution of Mortgage.** The Mortgagor *and the Borrower *has/have executed the Mortgage in favour of the Lender. We have explained the contents of the Mortgage to the Mortgagor *and the Borrower and each of them acknowledged that he fully understood the Mortgage before the execution thereof. The Mortgage has been duly executed by the Mortgagor *and the Borrower and witnessed in accordance with the acceptable practice applicable in the Hong Kong and constitutes a valid and enforceable legal charge.
 9. ***Registrable Interest and Ranking.** The Mortgage will create a registrable interest in the Property and on registration will rank as a 1st legal charge subject to the provisions of the Land Registration Ordinance.
 10. ***Date of drawdown.** We confirm that the drawdown the mortgage loan will take place on [], a date not more than 2 business days earlier than the Completion Date.
 11. **Registration.** We undertake that the Mortgage (dated no earlier than the Completion Date) will be presented for registration with the Land Registry within the one (1) calendar month priority period and where appropriate, with the Companies Registry within the prescribed period and the memorial number will be advised to the Lender when available.
 12. ***Documents to be sent to the Purchaser/*Lender.** We undertake to send all title deeds and documents of the Property to Purchaser/*Lender within 3 months from the Completion Date.
 13. ***Application of Proceeds.** We shall apply the proceeds of the loan in accordance with the Lender's written instructions.
 14. ***Execution of the Assignment.** When the vendor of the Property ("Vendor") and the Purchaser execute the assignment of the Property ("Assignment"), we undertake to ensure it is duly executed by the Vendor, binding upon both parties to the intent that the title to the Property will be transferred to the Purchaser free from all encumbrances *and dated no later than the date of the Mortgage*. We also confirm that a bankruptcy/winding up search has been conducted against the Vendor not more than 2 business days before the Completion Date and the search does not reveal the existence of a bankruptcy/winding up order against the Vendor.
 15. **Manner of completion.** The sale and purchase will be completed by way of solicitors' undertakings (subject to the usual Law Society's qualifications). In particular, we undertake to send the balance of purchase price to the Vendor's solicitors against its undertaking to deliver vacant possession of the Property to the Purchaser and where the Property is subject to an existing mortgage, to procure the release of the existing mortgage.
 16. **Stamping and Registration of the Assignment.** We undertake to stamp and register the Assignment within the prescribed time period.
 17. **Qualifications.** The opinion expressed in Paragraphs 5, 8 and 9 above is subject however to the Qualifications set out in the Schedule hereto.

I certify that the above information is all accurate and true and that all material facts known to us concerning the above have been disclosed to you. I enclose the Land Search and our cheque for the sum of HK\$[] being the premium payable for the Policy.

Name of Partner

Date:

* delete where appropriate

Schedule Qualifications

1.
 - (a) the laws of bankruptcy, insolvency, liquidation, reorganisation and other laws of general application relating to or affecting the rights of creditors;
 - (b) the rights of the Government to re-enter the Property, or forfeit the Government Lease or other contractual arrangement under which the Property is held from the Government, for any existing or future breach of any covenant or condition in that Government Lease or contractual arrangement, whether by the Purchaser *or the Mortgagor or other occupants of the Property, which rights are subject only to the right to claim relief from re-entry or forfeiture in certain circumstances;
 - (c) powers of compulsory acquisition, resumption or surrender by or on behalf of the Government of Hong Kong or any sub-division, or agency thereof or otherwise pursuant to any authority in that respect set out in any ordinance or other enactment of the legislature of Hong Kong
 - (d) any equitable interest in favour of a third party of which the Lender has notice or may be deemed by law to have had notice at the time of the giving the security;
 - (e) an assumption that:
 - (i) all signatures on documents relevant to title *and security* are genuine and that all documents submitted to us as originals or copies of originals are authentic;
 - (ii) the execution of all documents and delivery of the title deeds and other documents (other than the Mortgage prepared by us) has been duly authorised;
 - (iii) each individual in relation to whom the same is material was of full legal age and capacity at the time;
 - (iv) the relevant documents have been signed and/or executed by each individual referred to in (iii) above at his/her own free will and without any duress or undue influence from any person whatsoever;
 - (v) the files at the relevant Land Registry contained all matters which ought to have been recorded therein and certificates and searches were and will continue to remain accurate;
 - (vi) the information disclosed and representation (including as to the correctness of each of the foregoing assumptions) made to us by the Purchaser*/Mortgagor*/Borrower*/Guarantor or any other security provider are true and correct in all respects and the Purchaser*/Mortgagor*/Borrower*/Guarantor or any other security provider has not omitted to inform us of anything material to this Request; and
 - (vii) no person to whom any cheque or cashier's order has been delivered by us will misappropriate it.
2. We have not inspected the Property, we have advised that a careful physical inspection of the Property should be carried out by the Purchaser*/Lender as such inspection may reveal matters which are not necessarily reflected from the title deeds or by the results of searches and enquiries which we have made as part of our legal investigation.
3. The Purchaser*/Lender is aware that the existence of unauthorised structure may render the title to the Property defective and the Lender has been advised to instruct a competent professional surveyor or other authorised person to check the approved plans of the Property to see if there is any unauthorised structure and whether a breach of the provisions of the Government Lease, the Buildings Ordinance, the Deed of Mutual Covenant and/or Management Agreement or any other document has occurred.