

**To: AGRICULTURAL BANK OF CHINA LIMITED
HONG KONG BRANCH**

Date: _____

Trust Receipt

Re: Documentary Credit No.: _____ (the "L/C")

Amount of Loan against Trust Receipt: _____

Bill of Lading No.	L/C Drawing Amount	Description of Goods	Vessel

In consideration of Agricultural Bank of China Limited, Hong Kong Branch (the "**Bank**", which expression shall include its successors, assigns and transferees) releasing to us, _____ (the "**Customer**"), any bill(s) of lading and/or other documents (the "**Documents**") relating to the goods specified below (the "**Goods**"), receipt of which the Customer hereby acknowledges, and the Bank's granting or continuing to make available credit or banking facilities or other financial accommodation for so long as the Bank may think fit, the Customer hereby agrees to the following terms.

- The Customer acknowledges that the Documents and the Goods are and will continue to be pledged to the Bank as a continuing security but the risk of the Goods shall be with the Customer at all times and the Customer agrees that the Documents are released to the Customer exclusively for the purpose of taking delivery of the Goods and selling the Goods for the Bank to buyer(s) at market value on normal trade terms.
- The Documents, the Goods and the proceeds of their sale are and will be held by the Customer in trust for the Bank and solely to the Bank's order and the Customer shall pay the proceeds of sale to the Bank, immediately on receipt, without any set-off or deduction. The Customer shall properly record the Bank's interest in the Goods.
- Any loan against this Trust Receipt (the "**Loan against Trust Receipt**") granted by the Bank to the Customer in relation to the L/C in the principal amount specified above is payable on demand or on the applicable due date, whichever is earlier. Interest shall accrue on the Loan against Trust Receipt at the rate stipulated in the latest facility letter or any other agreement between the Bank and the Customer (if any) or otherwise determined by the Bank.
- The Bank is hereby authorised to demand and/or receive the sale proceeds of the Goods direct from any buyer or other person and give valid receipt for the same without reference to the Customer.
- The Goods shall be stored in the Bank's name. The Customer shall keep the Bank informed of the whereabouts of the Document(s) and/or the Goods and of any change in the condition, market price, quality or quantity of the Goods. The Bank is hereby authorised to enter any premises so as to inspect or secure possession of the Goods, to remove and dispose of the Goods, or any part thereof, by sale or otherwise as the Bank may think fit and otherwise to deal with the Goods and to apply the proceeds as the Bank may consider expedient.
- The Customer shall pay all warehousing, freight, dock and other charges relating to the Goods and the Documents.
- The Customer shall keep this transaction, the Documents, the Goods and all proceeds thereof separate from other transactions and shall not permit the Goods to be encumbered, processed or altered without the Bank's consent.
- The Customer shall keep the Goods fully insured against all insurable risks and the policies and any insurance proceeds shall be held by the Customer on trust for the Bank. In the event of loss or damage, the Customer shall account to the Bank immediately for any monies received from the insurers and shall make good any deficiency.
- The Customer shall indemnify the Bank and the Bank's delegate(s) on demand (on a full indemnity basis) against all liabilities, losses, payments, damages, demands, claims, expenses and costs (including legal fees), proceedings, actions and other consequences which the Bank or the Bank's delegate(s) may suffer or incur under or in connection with this Trust Receipt, the release of Document(s) to the Customer or otherwise in relation to the Goods (except caused by the Bank's gross negligence or wilful misconduct).
- The Bank may, at any time, cancel this trust and take possession of the Goods and/or the Documents and/or the sale proceeds, wherever and in whatever form the same may be. The Customer undertakes to return to the Bank forthwith on the Bank's request at any time the Documents and/or the Goods and to comply promptly and fully with the Bank's instructions as to the manner of dealing with the Documents, the Goods or any of them.
- If the Customer includes two or more persons, the obligations and liabilities of these persons under this Trust Receipt shall be joint and several.
- This Trust Receipt and the Loan against Trust Receipt are subject to the latest facility letter issued by the Bank to the Customer in relation to the loan against trust receipt facility and any agreement previously signed by the Customer and delivered to the Bank. In case of conflict, terms of this Trust Receipt shall prevail to the extent of conflict.
- This Trust Receipt is governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region ("**Hong Kong**"), and the Customer agrees to submit to the non-exclusive jurisdiction of the Hong Kong courts.

Yours faithfully,

Authorised Signature(s) of the Customer

S.V. VISA