

APPLICATION FOR PACKING LOAN

TO: DBS BANK (CHINA) LIMITED

(THE "BANK", "YOU", OR "YOUR", INCLUDING ITS SUCCESSORS AND ASSIGNS)

DATE: _____

DEAR SIRS,

RE: PACKING LOAN FOR *RMB/USD _____

IN CONSIDERATION OF YOUR GRANTING US THE LOAN NOT EXCEEDING *RMB/USD _____ ("PACKING LOAN") (*RMB/USD _____) REPAYABLE ON DEMAND TOGETHER WITH INTEREST CALCULATED AT YOUR CURRENT INTEREST RATE SUBJECT TO YOUR PREVAILING TERMS AND CONDITIONS GOVERNING THEREBY AND BY WAY OF PACKING LOAN AGAINST LETTER OF CREDIT ("L/C") NO _____ FOR _____ ISSUED BY _____ COVERING THE GOODS ("GOODS") AS MENTIONED IN THE L/C, WE HEREBY UNDERTAKE WITH YOU THAT:

WE SHALL PLACE THE ORIGINAL L/C WITH YOU AND CREATE A PLEDGE OVER THE L/C AND ITS RELEVANT RIGHTS AND INTERESTS, INCLUDING BUT NOT LIMITED TO ANY OR ALL AMOUNT PAYABLE OR TO BE PAID TO US UNDER THE L/C, IN FAVOR OF YOU, YOUR FULL SECURITY ON WHICH IS HEREBY ACKNOWLEDGED, AND WE SHALL WORK DILIGENTLY IN DEALING WITH AND SHIPPING SUCH GOODS WITH ALL THE NECESSARY SHIPPING DOCUMENTS AND/OR OTHER DOCUMENTS REQUIRED BY THE TERMS OF THE L/C ("DOCUMENTS") TO BE HANDED TO YOU AS SOON AS RECEIVED BUT NOT LATER THAN _____.

WE HEREBY FURTHER UNDERTAKE WITH YOU AS FOLLOWS:

- (1) WE AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET OUT IN THIS APPLICATION AND/OR (AS THE CASE MAY BE) THE AGREEMENTS AND/OR DOCUMENTS RELATING TO TRADE FINANCING SIGNED BY US IN YOUR FAVOUR;
- (2) WE AGREE THAT THE PACKING LOAN SHALL BE APPLIED BY US FOR NO OTHER PURPOSE BUT FOR THE PAYMENT OF THE GOODS AS WELL AS FOR FREIGHT, INSURANCE AND OTHER SHIPPING CHARGES THEREOF WITH A VIEW TO OBTAINING THE DOCUMENTS;
- (3) WITHOUT YOUR PRIOR WRITTEN CONSENT, WE SHALL NOT DISPOSE OR OTHERWISE DEAL WITH THE GOODS EXCEPT FOR THE PURPOSE OF SHIPPING THE SAME AND OBTAINING THE DOCUMENTS;

- (4) WE UNDERTAKE TO KEEP THE GOODS FULLY INSURED AGAINST ALL RISKS AND TO HAND YOU THE ORIGINAL RELEVANT POLICIES AS YOU MAY REQUIRE;
- (5) WE WILL, WHENEVER REQUIRED, GIVE YOU FULL PARTICULARS OF THE GOODS HELD BY US, AND IF THE VALUE OF THE GOODS SHOULD AT ANY TIME FALL BELOW THE UNPAID AMOUNT UNDER THE PACKING LOAN, WE HEREBY UNDERTAKE TO PAY TO YOU SUCH DEFICIENCY TOGETHER WITH INTEREST ACCRUED THEREON IMMEDIATELY ON DEMAND WITHOUT FAILURE;
- (6) IF WE FAILS TO HAND ALL THE DOCUMENTS TO YOU BY THE TIME AS MENTIONED ABOVE, WE HEREBY UNDERTAKE TO PAY TO YOU ALL THE AMOUNT YOU HAVE PROVIDED TO US UNDER THE PACKING LOAN TOGETHER WITH INTEREST AND CHARGES IMMEDIATELY AFTER SUCH FAILURE BUT NOT LATER THAN 3 BANKING DAYS AFTER THE TIME FOR THE SUBMISSION OF THE DOCUMENTS AS MENTIONED ABOVE;
- (7) IMMEDIATELY AFTER THE GOODS HAVE BEEN SHIPPED BY US, WE WILL DELIVER TO YOU THE DOCUMENTS FOR NEGOTIATION/DISCOUNTING;
- (8) WE WARRANT AND REPRESENT TO YOU THAT ALL THE DOCUMENTS AND/OR DRAFTS TO BE DELIVERED TO YOU FOR NEGOTIATION/DISCOUNTING UNDER THE L/C ARE GENUINE AND RELATED TO THE SALE OF THE GOODS;
- (9) IN THE EVENT THAT YOU AGREE TO NEGOTIATE/DISCOUNT THE DOCUMENTS AND/OR DRAFTS UNDER THE L/C, YOU SHALL BE AUTHORIZED TO APPLY THE SUM PAYABLE BY YOU AS A RESULT OF THE NEGOTIATION/DISCOUNTING IN OR TOWARDS PAYMENT OR PARTIAL PAYMENT OF THIS PACKING LOAN TOGETHER WITH INTEREST ACCRUED THEREON AT THE RATE AFORESAID AND ALL COST, CHARGES AND EXPENSES, IF ANY, INCURRED OR TO BE INCURRED BY YOU IN SUCH MANNER AS YOU MAY DEEM FIT IN YOUR ABSOLUTE DISCRETION;
- (10) EACH OF THE PERSONS SIGNING THIS APPLICATION (IN HIS/HER OWN PERSONAL CAPACITY AND AS AUTHORIZED REPRESENTATIVE(S) OF US) WARRANTS AND REPRESENTS TO YOU THAT THIS APPLICATION IS MADE FOR THE PURPOSE SET OUT IN PARAGRAPH (2) ABOVE AND FOR NO OTHER PURPOSE AND ACKNOWLEDGES THAT YOU HAVE RELIED ON SUCH WARRANTY AND REPRESENTATION ABOVE WHEN ASSESSING THIS APPLICATION;

- (11) WE AND OUR COUNTERPARTY SHALL FULFILL OUR ANTI-MONEY LAUNDERING , ANTI-TERRORIST FINANCING AND ANTI-TAX EVASION OBLIGATIONS AND RESPONSIBILITIES ACCORDING TO THE RELEVANT STATE PROVISIONS;
- (12) IN RELATION TO THE FACILITIES SECURED/GUARANTEED BY OFFSHORE ENTITIES/INDIVIDUALS (“OFFSHORE SECURITY”), WE HEREBY DECLARE THAT, AT THE TIME OF THIS DRAWDOWN/UTILIZATION OF FACILITIES, THERE IS NO EXISTING DEFAULT OR OUTSTANDING AMOUNT PAYABLE BY US TO THE OFFSHORE ENTITIES/INDIVIDUALS UNDER ANY TRANSACTION SUPPORTED BY THE OFFSHORE SECURITY (INCLUDING THE TRANSACTIONS WE ENTERED WITH YOU OR ANY OTHER FINANCIAL INSTITUTIONS). WE FURTHER UNDERTAKE AND CONFIRM THAT ALL THE INFORMATION IN RELATION TO TRANSACTIONS SUPPORTED BY THE OFFSHORE SECURITY SHALL BE TRUE, COMPLETE AND ACCURATE AND WE SHALL PROMPTLY NOTIFY YOU IN WRITING OF ANY CHANGE TO SUCH INFORMATION. WE ACKNOWLEDGE THAT IF THE OFFSHORE SECURITY IS ENFORCED, BEFORE FULL SATISFACTION OF INDEBTEDNESS OWING BY US TO THE OFFSHORE ENTITIES/INDIVIDUALS, WE SHALL NOT EXECUTE ANY DOCUMENTS FOR TRANSACTIONS SUPPORTED BY OFFSHORE SECURITY AND NEW DRAWDOWN/FACILITIES WILL NOT BE MADE UNDER THE EXISTING FACILITY DOCUMENT SUPPORTED BY OFFSHORE SECURITY.
- (13) WE HEREBY UNDERTAKE TO COMPLY WITH ALL THE REGULATION (INCLUDING ITS UPDATE TIME TO TIME) ISSUED BY REGULATORY OR SUPERVISORY AUTHORITIES WHICH SHALL BE DEEMED AS PART OF THESE TERMS HEREIN.
- (14) THIS APPLICATION IS PREPARED IN BOTH CHINESE AND ENGLISH VERSIONS. WHENEVER THERE IS ANY DISCREPANCY BETWEEN THE CHINESE VERSION AND THE ENGLISH VERSION, THE CHINESE VERSION SHALL PREVAIL;
- (15) THIS APPLICATION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE PEOPLE’S REPUBLIC OF CHINA;
- (16) YOU MAY, IN YOUR SOLE AND ABSOLUTE DISCRETION, REJECT ANY APPLICATION FOR THE PACKING LOAN WITHOUT THE NEED OF GIVING REASON THEREFOR. AND UPON YOUR APPROVAL, THIS APPLICATION SHALL CONSTITUTE A BINDING AGREEMENT BETWEEN YOU AND US.

AUTHORIZED SIGNATURE(S) AND SPECIMEN CHOP

* DELETE WHEN NOT APPLICABLE

FOR BANK USE ONLY	OPERATOR INPUT	OFFICER B CHECKING
		OFFICER A CHECKING

FOR BANK USE ONLY

DATE	PACKING LOAN AMOUNT	REPAYMENT	BALANCE	CHECKED BY

LENDING RATIO OF L/C : % OF L/C AMOUNT
 L/C EXPIRY DATE :
 L/C TENOR :
 SHIPPING DOCUMENT :
 TRANSFERRED L/C WITH SUBSTITUTION
 OF DOCUMENTS ON COLLECTION BASIS :
 LOCAL L/C WITH BUYER'S CARGO RECEIPT :
 SPECIAL CONDITIONS :