

We, _____, refer to our purchase of merchandise from the seller of such merchandise (the "Seller") under which we agree to pay for such merchandise, costs and any other sums of money associated with the purchase (the "Merchandise Payments") by way of a letter of credit issued, or any other types of credit facilities as provided, by The Cambodian Commercial Bank Limited (the "Bank").

DATE []/[]/[]
DD/MM/YY

1. We hereby requests that the Bank apply an amount of _____

(the "Loan") towards making the Merchandise Payments to the Seller under the document(s) evidencing or recording such sale and purchase arrangement as described in the box below and attached to this Agreement. On the date of such amount being so applied, we are deemed to have received such amount of the Loan on that same day (the "Loan Receipt Date").

- 2. We agree that the Bank shall be the sole owner of the merchandise described in the document(s) evidencing or recording the sale and purchase as attached to this Agreement and paid out of the proceeds of the Loan (the "Merchandise") and we shall hold the Merchandise as trustee for the Bank and on the Bank's behalf as a security for the repayment by us of the Loan to the Bank.
3. In case of default, we undertake to promptly return the Merchandise to the Bank whenever notified by the Bank. In this regards, by signing this Trust Receipt, we hereby provide a prior and irrevocable written consent to the Bank allowing it to sell or otherwise dispose of the Merchandise in accordance with the Bank's procedure and for value as the Bank solely deems appropriate.
4. We agree to take out casualty insurances over the Merchandise in the category of "All Risks" insurances in the insured amount of no less than the purchase price of the Merchandise and with any insurer mutually agreed by the Bank and us and to arrange for the insurance policies to specify the Bank as sole loss payee.
5. We shall be deemed to be in default if any of the following events occurs: any non-fulfillment by us of any obligations or conditions under this Agreement or non-payment by us of any indebtedness or liabilities due from us to the Bank under this Agreement, including the principal and interest of the Loan as well as related fees and expenses; any statement contained in any evidence or document supplied by us to the Bank proves to have been incorrect, fabricated or invalid in any respect; our default in payment of any indebtedness or liabilities due from us to the Bank under any other agreements or arrangements with the Bank; any lawsuit filed against us or any other event the Bank considers to be likely to cause damage to our business operation or financial condition; we become insolvent, a receivership order is issued against us, our assets are seized or attached by officers, a petition for business reorganization, business rehabilitation or bankruptcy is made against us, there occurs any action which may result in bankruptcy proceeding or we compromise debts with creditors; and/or any damage, loss or depreciation to the Merchandise whether in part or in whole.
6. In the case where we are deemed to be in default pursuant to Clause 5, we shall be deemed to be in default of all outstanding debts under this Agreement in which case all our indebtedness and liabilities whatsoever (including damages and compensations for loss or damage suffered by the Bank, costs associated with warning, demand, claim, legal proceeding, lawyering and court fees for legal enforcement and attachment) due and owing to the Bank under or in connection with this Agreement shall thereupon mature and become forthwith due and payable with interest being accrued thereon at the Maximum Interest Rate for Default Case from the date of such default until full payment.
7. All stamp duties, fees, taxes, insurance premiums, expenses and damages incurred under or in connection with the Loan shall be borne by us (whereby we accept without objection that such amounts as demanded by the Bank are correct). The Bank may at its discretion advance such amounts on behalf of us without any prior notice to us and we shall reimburse such amounts to the Bank in full together with interest at the Maximum Interest Rate for Default Case calculating from the date the Bank advanced such amounts until we reimburse such amounts to the Bank in full. For these purposes, we agree that the Bank may at its sole discretion proceed with any course of action as permitted in Clause 8.
8. We hereby agree that the Bank has the right, without prior notice to us, to promptly debit any fund standing in our account with the Bank, or deduct any sum receivable by us from the Bank, and then set-off the same against and for payment, repayment or settlement of all sums of debts payable by us to the Bank under this Agreement. If any such debit or deduction is not sufficient for such payment, repayment or settlement, the unpaid amount shall then, at the sole discretion of the Bank, be booked as overdraft amount in any overdraft current account which we have with the Bank in which case that unpaid amount shall accordingly become an overdraft debt owed by us to the Bank.
9. The fixing of interest rates and/or the provision of terms under this Agreement are in compliance with applicable laws and regulations as imposed by related governmental agencies in force as at the date of this Agreement. In the case of future changes of such laws or regulations requiring the Bank to amend or modify those interest rates or terms to be in line with such changes, we agree that such changes shall be effective and binding on us without prior notice to us and we shall then comply with those new or amended laws and regulations.
10. The Bank shall have the right to review, modify, cancel and/or suspend any credit line of facility made available by the Bank to us as and when the Bank considers necessary without notice to us, unless expressly agreed in writing otherwise by the Bank and us.
11. If it appears subsequently that there occurs any discrepancy between any term and condition of those shipping or transport documents and those set out in the relevant application for issuance of documentary letter of credit, we agree that we shall not raise this discrepancy as excuse or argument for not repaying the Loan to the Bank.
12. We agree that the Bank may disclose to, reveal and/or verify with, any person any information relating to us (excluding any credit information which is to be agreed separately), whether such information is in existence on or prior to the date hereof or may be obtained in the future, for the purposes of credit analysis, credit approval, credit review, extension of credit term and/or other purposes relevant to the business operation of the Bank. In so disclosing, revealing or verifying, it is not necessary for the Bank to obtain any further consent from us and our consent in this Clause is irrevocable and continues to be in full force and effect indefinitely.
13. This Trust Receipt shall be governed by, and construed in accordance with, the law of the Kingdom of Cambodia.

We have acknowledged, read and understood the terms of this Agreement and consider that they truly reflect our intentions. As such, we execute this Agreement by signing below on the date and year first above written.

Details of attachments and amounts, referred to in Clause 1 above:
[] Letter of Credit Number _____ or _____
[] Bill for Collection Number _____ or _____
[] Commercial Invoice Number _____
Face amount _____

Authorized Signature
()
Witness
()

GUARANTEE

DATE []/[]/[]
DD/MM/YY

We, _____ (the "Guarantor"), agree to unconditionally and irrevocably guarantee, as joint debtor with the undersigned name above, the payment obligations of such undersigned towards The Cambodian Commercial Bank Limited (the "Bank") under this Agreement in the amount of _____. The guarantee shall cover all payments incidental thereto such as interest and expenses incurred by the Bank. We hereby waive all our rights under Articles 905-3 and 916 of the Civil Code of Cambodia as well as acknowledge and consent to the Bank's extension, waiver or deferment of any obligation of such undersigned under this Agreement in all respects.

For Bank Use Only Verifier Authorizer Guarantor Witness
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