

To:  
ICICI Bank Limited Shanghai Branch,  
No 2705, Floor 27, Wheelock Square, No1717,  
Nanjing West Road, Shanghai 200040. PRC

Sub: Request for Receivables financing (the "Request")

Dear Sirs,

Re: Invoice No. \_\_\_\_\_ for USD \_\_\_\_\_ ("Transaction Contract/Invoice")

With reference to the facility letter dated \_\_\_\_\_ read together with the general commercial agreement date \_\_\_\_\_ (the "Facility Agreement"), we hereby agree to pledge all the receivables under the Transaction Contract/Invoice as detailed in the annexure herein (the "Receivables") in favour of your bank and formally request you for the receivables financing business according this letter.

Unless otherwise defined in the Request or where the context otherwise requires, terms defined and references construed in the Facility Agreement shall have the same meanings in the Request.

We declare that all charges are to the account of \_\_\_\_\_ and the same may be debited to \_\_\_\_\_ may be deducted from the proceeds.

We declare that there is no encumbrance existing including but not limited to no liens, pledges or other claims of ownership present or future on the Receivables and/or corresponding goods delivered under the Transaction Contract/Invoice.

The representation and warranties and the undertakings in the Facility Agreement are true and correct as of the date of Request and will remain true and correct on the date of the proposed disbursement of the Facility Amount as per the Facility Agreement.

We also acknowledge that there is no dispute between us and the Debtor (including in relation to the Receivables and the proposed disbursement).

We hereby confirm that no bankruptcy, stoppage of work, liquidation, takeover or any other circumstances which may have material adverse effect on us has happened, and each of the representations, warranties and undertakings set out in the Facility Agreement remains true and correct.

We also declare that for the Transaction Contract/Invoice, no financing would be/has been made via another financial institution other than the Discounting Bank.

Unless otherwise defined in this letter, the terms defined in the Facility Agreement shall have the same meanings when used herein.

Yours faithfully,

For on behalf of \_\_\_\_\_

Signature of authorized representative (company chop)

Annexure 1

1	Debtor:	
2	Goods:	
3	Shipped to:	
4	Shipped from:	
5	Invoice Number/Contract Number:	
6	Final Invoice/Contract Amount (\$)*:	
7	Invoice /Contract Due Date	
8	Bill Ref. No.	