



To : Director-General of Trade and Industry,
Government of the Hong Kong Special Administrative Region ^(Note 1)

**Small and Medium Enterprises (SME) Loan Guarantee Scheme
Payment Request Form for Accounts Receivable Loan Guarantee**

Pursuant to Clause 4 of the Deed dated 26 March 2003 signed between
ABC BANK (Name of Lender)

and the Government of the Hong Kong Special Administrative Region (HKSARG), I/we hereby on behalf of the Lender request HKSARG to make a payment under the following Guarantee :

(A) DETAILS OF GUARANTEE

- (1) Borrower's Name and Address : One Two Three Company Limited
Rm 123, 10/F, East Bldg.,
111 Lucky Road,
Hong Kong
- (2) Borrower's Business Registration No. : 12345678-000
- (3) Guarantee Ref. No. : 0123456
- (4) Starting Date of Guarantee : 14/04/2003 (dd/mm/yy)
- (5) Expiry Date of Guarantee : 13/04/2004 (dd/mm/yy)
- (6) Date of Default : 04/08/2003 (dd/mm/yy)
- (7) Guarantee Limit : 500,000.00
- (8) Applicable Risk Sharing Factor(%) : 50

(B) DETAILS OF INDEBTEDNESS

- (1) Facility Type : Credit Line of Revolving Nature
 Others : _____ (please specify)
- (2) Credit Limit (HK\$) : 1,000,000.00
- (3) Designated Bank Account or Sub-Account No. : 800-123456-123
- (4) Total Amount of Outstanding Principal as at the above Date of Default (HK\$) : 800,000.00

- (5) Detailed breakdown of outstanding principal as at the above Date of Default (with attachment of relevant supporting documents and statements showing movement of Designated Bank Account or Sub-Account at (3) above. Please list the invoices in ascending order by Repayment Date):

(Please attach separate sheet(s) if the space below is insufficient)

Seq No	Invoice No	Invoice Date (dd/mm/yy)	Invoice Due Date (dd/mm/yy)	Date of Advance (dd/mm/yy)	Repayment Date (dd/mm/yy)	Invoice Amount (HK\$)	Loan Amount (HK\$)	Amount of Outstanding Principal (HK\$)
1	A01234	05/05/2003	04/08/2003	20/05/2003	04/08/2003	450,000.00	360,000.00	200,000.00
2	A01235	16/05/2003	15/08/2003	20/05/2003	15/08/2003	500,000.00	400,000.00	200,000.00
Total Amount of Outstanding Principal = HK\$								400,000.00

(C) PROCEEDS REALISED FROM SECURITY

(Please attach separate sheet(s) if the space below is insufficient)

Details of security (e.g. property pledged to the facility, proceeds from guarantor, etc.)	Action taken or to be taken to realise the security	Amount of proceeds realised (HK\$)
Nil	Nil	Nil
Total amount of proceeds from realisation of security = HK\$		0.00

(D) OUTSTANDING PRINCIPAL RECOVERED AFTER THE DATE OF DEFAULT

(Please attach separate sheet(s) if the space below is insufficient)

Date (dd/mm/yy)	Amount of outstanding principal recovered (HK\$)
15/10/2003	100,005.54
07/11/2003	100,000.00
20/11/2003	50,000.00
Total amount of outstanding principal recovered after the Date of Default = HK \$ 250,005.54	

(E) AMOUNT OF PAYMENT UNDER REQUEST

	(I) Gross Amount (HK\$)	(II) ^(Note 2) Amount to be shared by HKSARG (HK\$)
(1) Outstanding principal (specified in Section B)	800,000.00	400,000.00
(2) Proceeds from realisation of security (specified in Section C)	0.00	0.00
(3) Amount of Outstanding principal recovered after the Date of Default (specified in Section D)	250,005.54	125,002.77
(4) Total = (1) – (2) – (3)	549,994.46	274,997.23

(F) OTHER INFORMATION

- (1) Whether the Facility with Accounts Receivable Loan Guarantee is covered by any all money clause between the Borrower and the Lender :

Yes No

- (2) Supporting Documents:

Requisite documents as listed under Part III of the prevailing “General Guidelines on Submission of Default Claim” issued by TID and available at http://www.smefund.tid.gov.hk/english/sgs/sgs_form.html#dtl0102. Please note that the default claim can only be processed when all the requisite documents have been provided.

- (3) Actions taken and/or planned to be taken to recover indebtedness from the Borrower or any other person(s):

[Writ of Summons have been served on the Borrower and the guarantor in January 2004 pending judgment.](#)

(G) DECLARATION OF LENDER

I /We declare that:

- (1) the information contained herein is true, accurate and complete;
- (2) I/we have fulfilled all Lender’s obligations under the Deed for the SME Loan Guarantee Scheme for Accounts Receivable Loans;
- (3) all obligations and liabilities on HKSARG’s part under or in connection with the Guarantee specified in Part A are terminated and deemed absolutely discharged upon receipt of the payment under request; and
- (4) I/we (a) ~~*have/~~have not released the Borrower from any repayment obligations or entered into a binding arrangement with the Borrower to give it time in complying with its repayment obligations; (b) ~~*have/~~have not agreed with the Borrower to vary the terms of the Facility in a way that is not self-evidently insubstantial; (c) ~~*have/~~have not agreed with the Borrower to vary the terms in any way that is prejudicial to the Government; or (d) ~~*have/~~have not released any security or collateral that we hold for the Facility.

(* Please delete as appropriate. Please read the declaration carefully. Making a false declaration will have legal consequences.)

Lender’s Name : ABC Bank

Branch (if applicable) : Mongkok Branch

Address : 900 Nathan Road Kowloon

Contact Person : Miss Mary Chan Telephone No. : 3333 3333

Signed for and on behalf of the Lender by its authorised officer,

CHEUNG
(Signature)

CHEUNG TAI MING
(Name) (Print)

VICE PRESIDENT
(Position)

✻
(Company Chop)

30 January 2004
(Date) (dd/mm/yy)

By post/in person : SME Loan Guarantee Scheme Section
15/F, Trade and Industry Tower,
3 Concorde Road, Kowloon City, Hong Kong

Mondays – Fridays : 8:45 a.m. – 12:30 p.m.
1:30 p.m. – 5:45 p.m.

By Fax : (852) 2396 5067

Note 2 : (II) = (I) multiplied by the applicable Risk Sharing Factor as specified in the Deed for the SME Loan Guarantee Scheme for Accounts Receivable Loans.