

-2-

whatsoever. Entruster may pay any sums of money necessary to pay insurance premiums and discharge taxes, liens and encumbrances, which sums shall be repaid to Entruster by Trustee upon demand, or, upon failure to do so, shall be added to the amount secured by this instrument.

4. Trustee will hold the said goods in trust for Entruster and keep the same always separate from other goods and capable of separate identification as the goods described herein, but with authority to sell said goods to buyers in the ordinary course of trade, provided that in case of a sale on credit, the terms of such credit shall be such as have been approved by Entruster and, provided further, that all such sales, whether for cash or on credit, shall be at prices not less than the "Minimum Sale Price" opposite the respective items set forth above. Immediately upon receipt by Trustee of the proceeds of any sale of said goods, in whatsoever form received, Trustee will account for such proceeds to Entruster by delivering them to Entruster to be applied against Trustee's indebtedness hereunder, including any sums spent by Entruster pursuant to any provision of this trust receipt, provided that if such proceeds be in any form other than cash the Entruster shall have the option whether to accept such items for such application and upon what terms, if any, they shall be so accepted. If such items other than cash are accepted by Entruster, it may at any time sell or discount such items and apply the net proceeds conditionally upon payment of such items and the provisions of any law to the contrary are hereby expressly waived.

5. Trustee shall not lend, rent, mortgage, pledge, encumber, or use said goods. Trustee will permit Entruster to examine at any time said goods and the books and records of Trustee with reference thereto. Trustee shall deliver said goods to Entruster upon demand in good order and, in the event Trustee default in any of its obligations contained herein, or if proceedings in bankruptcy, receivership or insolvency shall be filed by or against the Trustee or should said goods or any part thereof be attached, levied upon or seized, or if at any time the Entruster shall deem itself insecure, then the Entruster may take possession of said goods or proceeds or any part thereof without notice or demand of any kind; and for such purpose Entruster or its representatives may, without legal process, enter any premises in which said goods may be located. In the event of such repossession of said goods, the Entruster may give notice to the Trustee of intention to sell and may, at any time, not less than five (5) days after the serving or sending of such notice (or such longer period as may be required by applicable law) sell such goods at public or private sale with or without any further notice or demand to the Trustee (except as may be required by applicable law) and without having said goods present at the place of sale (unless required by applicable law) and may, at any public sale, itself become a purchaser. The proceeds of any such sale, whether public or private, shall be applied, first, to the payment of the expenses of such sale; second, to the payment of the expenses of retaking, keeping and storing said goods, including reasonable attorney's fees; and third, to the satisfaction of the obligations and indebtedness hereby secured. The Trustee shall receive any surplus and shall pay to Entruster, upon demand, any deficiency, including reasonable attorney's fees incurred by Entruster in exercising its rights hereunder. Unless otherwise required by law, notice of sale shall be deemed sufficiently given if in writing and either personally served on the Trustee or sent by post paid ordinary mail to the Trustee's last known address.

6. Trustee shall indemnify and save Entruster harmless from any expense incurred and on demand pay all costs and expenses incurred, directly or indirectly, by Entruster in the protection or enforcement of its rights or in the collection of any moneys due under this trust receipt, including reasonable attorney's fees, together with interest on all such amounts at the highest lawful, contract rate, and, in the event Trustee shall fail to make any payment or do any act required under this trust receipt, Entruster, without notice, may make such payment or do such act, and the amount expended by Entruster in so doing shall be paid to it by Trustee on demand.

(Continued on Next Page)