

[Letterhead of Agent]

_____, 20__

Export-Import Bank of the United States
811 Vermont Avenue, N.W.
Washington, D.C. 20571
Attention: Vice President - [Responsible Division]

Re: Master Guarantee Agreement (Agency – Long Term Credits), dated as of _____, 20__, as amended from time to time (the “MGA”) between [Agent], in its capacity as Agent on behalf of certain Lenders referred to in the MGA (the “Agent”) and the Export-Import Bank of the United States (“Ex-Im Bank”) and identified as MGA No. ____ – AL.

Ladies and Gentlemen:

The undersigned Agent hereby requests approval of a Guarantee under the subject MGA for the proposed Transaction described in the attached Ex-Im Bank Application (or an attached copy of such Ex-Im Bank Application if it was previously delivered to Ex-Im Bank).

1. Documentation. The proposed Transaction will be structured as follows:
 - Credit: With either (a) if Ex-Im Bank is requested to provide a Comprehensive Guarantee, pursuant to Section 2 below, under an Ex-Im Bank Credit Agreement; or (b) if Ex-Im Bank is requested to provide a Political Risk Guarantee, pursuant to Section 2 below, under an Ex-Im Bank Credit Supplement (as such term is defined in the MGA Political Risk Supplement between the Agent and Ex-Im Bank, if any) and, in either case, with [choose one]:
 - an individual Serial Note for each installment of principal [only permitted if the Borrower is in a Note Series Jurisdiction];
 - one Single Disbursement Note for each Disbursement; or
 - one Global Note for all Disbursements.
2. Risk Coverage. The Ex-Im Bank Guarantee coverage will be [choose one]¹:

¹If the Agent wishes to request a Comprehensive Guarantee for a Foreign Currency Credit, then the Agent must sign an MGA Foreign Currency Supplement and submit a Form of Request for Ex-Im Bank Approval in the form of Annex A to the MGA Foreign Currency Supplement.

a Comprehensive Guarantee (coverage of commercial risk and political risk) - Buyer Credit; or

a Political Risk Guarantee (coverage limited to political risk) - Buyer Credit [this may only be requested if the Agent and Ex-Im Bank have entered into an MGA Political Risk Supplement].

3. Interest Rate. On each Interest Payment Date, the Borrower shall pay interest on all amounts disbursed and outstanding from time to time under the Credit, calculated at the following interest rate per annum [choose one or, if a Floating Interest Rate Switch is contemplated, also check the last box]:

a fixed interest rate²;

a floating interest rate equal to the sum of (x) LIBOR (as defined in the MGA) plus (y) _____ percent per annum for each applicable Interest Period; or

the alternative floating interest Reference Rate described in the attachment hereto.³

the Interest Rate Switch Option Reference Rate(s) described in the attachment hereto.

4. Local Cost Goods and Services.

We hereby request that the Guarantee cover the financing of Local Cost Goods and Services in the manner specified by the MGA.

We do not request that the Guarantee cover the financing of Local Cost Goods and Services.

5. Additional Parties. In addition to Ex-Im Bank and the Agent, the following Persons shall be party to the proposed Transaction:

One or more Guarantors as indicated on the attached application.

Other additional parties as indicated on the attached application.

6. Requested Special Conditions

Authorization for financing progress payments is requested for the Goods. Complete details of such progress payments are set out in Exhibit A to this Request for Ex-Im Bank Approval.⁴

² To be calculated on a basis which will be provided by the Agent at the time of the request.

³ In addition to stating the basis and spread, the attachment should include a description of how the basis is determined. The spread must be over a recognized, determinable base rate. For a floating rate loan based on Treasury, state whether the interest rate is an average of Treasury Bill rates prevailing during an interest period or not.

- We hereby request that, solely for purposes of the proposed Transaction, the sixty day billing period provided in the definition of “Interest Period” in the MGA be changed to a billing period of _____ days.
- We hereby request Ex-Im Bank support for IDC.
- We hereby request that, solely for purposes of the proposed Transaction, Section 10.03 of the MGA be modified to provide that [choose one]:
 - all computations of interest and fees hereunder (excluding Commitment Fees) and under the Note(s) shall be made on the basis of a year of 365 days and actual days elapsed; or
 - all computations of interest and fees hereunder and under the Note(s) shall be made on the basis of a year of 360 days and months of 30 days.
- We hereby request Ex-Im Bank support for Special Ancillary Services.
- We hereby request Ex-Im Bank support for the following special conditions or arrangements:

7. Used Equipment. If the proposed Transaction supports any purchase of used equipment, a Request for Ex-Im Bank Approval of Used Equipment accompanied by a Used Equipment Questionnaire has been previously submitted to Ex-Im Bank.

8. Certifications. We and each of our Principals individually, have not within the past 3 years been (a) debarred, suspended, declared ineligible from participating in, or voluntarily excluded from participation in, a Transaction; (b) formally proposed for debarment, with a final determination still pending; (c) indicted, convicted or had a civil judgment rendered against us for any of the offenses listed in the Regulations; (d) delinquent on any amounts due and owing to the U.S. Government or its agencies or instrumentalities as of the date of execution of this certification; or we have received a written statement of exception from Ex-Im Bank attached to this certification, permitting participation in this Transaction despite an inability to make certifications (a) through (d) in this paragraph.

We further certify that we have not and will not knowingly enter into any agreements in connection with the goods and/or services under this Credit/Guarantee/Insurance with any individual or entity that has been debarred, suspended, declared ineligible from participating in, or voluntarily excluded from participation in a Transaction. To the best of our knowledge, the Supply Contract/Purchase Order(s) and the performance by the parties of their respective obligations thereunder does not violate any applicable law. All capitalized terms not defined herein shall have the meanings set forth in the Government-wide Non-procurement Suspension

⁴If Ex-Im Bank so authorizes, progress payments with respect to Goods may be made prior to delivery in an amount not to exceed 60% of the Net Contract Price of such Goods. Ex-Im Bank will guarantee up to 85% of each progress payment. Progress payments in excess of 60% of the Net Contract Price of eligible Goods may be allowed if Ex-Im Bank specifically authorizes such.

and Debarment Regulations - Common Rule (Regulations), 53 Fed. Reg. 19161 (May 26, 1988), as clarified by 60 Fed. Reg. 33037 (June 26, 1995).

* * *

We agree that the Guarantee shall be subject to all of the terms and conditions of the MGA and the Ex-Im Bank Approval for the subject Transaction. We also agree that in the event of any inconsistency between the terms of this Request for Ex-Im Bank Approval and such Ex-Im Bank Approval, the terms of such Ex-Im Bank Approval shall govern and shall supersede the terms hereof to the extent of such difference.

Unless otherwise provided herein, the defined terms used in this Request for Ex-Im Bank Approval shall have the respective meanings specified in the MGA.

Very truly yours,

[AGENT],
in its capacity as Agent on behalf of the Lenders

By: _____
(Signature)

Name: _____
(Print)

Title: _____
(Print)

[Attachment]

[Letterhead of Borrower]

_____, 20__

Export-Import Bank of the United States
811 Vermont Avenue, N.W.
Washington, D.C. 20571
Attention: Vice President - [Responsible Division]

[Agent], as Agent
[Address]
Attention: []

Re: Undertaking with Respect to Ex-Im Bank Commitment Fees

Ladies and Gentlemen:

On [date of Ex-Im Bank Application referred to below], [Agent], as Agent (the “Agent”) submitted a “Preliminary Commitment and Final Commitment Application” form (the “Ex-Im Bank Application”) to the Export-Import Bank of the United States (“Ex-Im Bank”) in connection with the proposal by certain financial institutions (the “Lenders”) to extend financing to [Borrower] (the “Borrower”), to be guaranteed by Ex-Im Bank, in support of the acquisition of the goods and/or services described below (the “Goods and Services”) for a contract price of U.S.\$_____⁵.

Description of Goods and Services:

In order to induce Ex-Im Bank to provide its final commitment with respect to the transaction covered by the Ex-Im Bank Application, the Borrower hereby undertakes unconditionally that, if Ex-Im Bank issues a final commitment to provide its guarantee with

⁵Provide the Contract Price in the Agent’s Ex-Im Bank Application.

⁶Provide a description of the Goods and Services listed in the Agent’s Ex-Im Bank Application.

respect to such transaction, the Borrower will pay or cause to be paid to Ex-Im Bank a guarantee commitment fee with respect to the transaction whether or not the transaction is consummated (including, without limitation, whether or not any credit agreement is executed or any promissory note is issued). Ex-Im Bank's commitment fee shall be paid on the uncanceled and undisbursed balance from time to time of the export financing credit that the Agent and the Lenders propose to establish in connection with the transaction, at the rate per annum specified in the relevant notice of final commitment that Ex-Im Bank delivers to the Agent. The commitment fee shall be computed on the basis of the actual number of days elapsed (including the first day but excluding the last), using a 360-day year, accruing from the date specified in the relevant final commitment notice from Ex-Im Bank detailing the Commitment Fee to the "Final Disbursement Date" specified in that notice. The commitment fee shall be payable on the dates specified in the notice.

The Borrower acknowledges and agrees that, unless the Borrower has canceled any remaining undisbursed balance of the export financing credit, Ex-Im Bank's commitment fee shall continue to accrue and become due and payable as described above during any period in which the Agent's utilization of the Ex-Im Bank guaranteed facility is suspended.

This Undertaking with Respect to Ex-Im Bank Commitment Fees shall be governed by and construed and enforced in accordance with the laws of the State of New York.

Very truly yours,

[BORROWER]

By: _____
(Signature)

Name: _____
(Print)

Title: _____
(Print)

_____, 20__

[Agent], as Agent

[Address]

Attention: []

Re: MGA No. ____ – AL

Ex-Im Bank Transaction No. AP0_____ - [Country]

Ladies and Gentlemen:

The Export-Import Bank of the United States (“Ex-Im Bank”) hereby approves a Guarantee to be issued under the Master Guarantee Agreement (Agency – Long Term Credits), dated as of _____, 2004, as amended from time to time (the “MGA”) between [Agent], in its capacity as Agent (the “Agent”) on behalf of certain Lenders referred to in the MGA, and Ex-Im Bank and identified as MGA No. ____ – AL, for the Transaction described in your application dated _____, 20__, on the basis set forth below.

• **Participants⁷**

- Borrower: _____
- Borrower’s Country: _____
- Guarantor: _____
- Guarantor’s Country: _____
- Purchaser: _____
- Purchaser’s Country: _____
- Exporter(s): _____
- Local Cost Provider: _____
- Ancillary Services Provider: _____

• **Goods and/or Services**

- Exporter⁸: _____

⁷Include references to Local Cost Provider and/or Ancillary Services Provider only if approved by Ex-Im Bank.

⁸If the Exporters are related entities but are legally distinct companies, then list each Exporter separately or reference the relevant Acquisition List. Please note that multiple Supply Contracts involving the same parties (i.e., the Exporter and Purchaser are identical in each) may be aggregated. Ex-Im Bank will not generally aggregate Supply Contracts involving affiliated Exporters (i.e., related, but legally distinct, companies).

- Supply Contract Ref. Number: _____
- U.S. Dollar Value of Supply Contract: US\$ _____
- U.S. Content: US\$ _____
- Foreign Content: US\$ _____
- Net Contract Price: US\$ _____
- Goods and/or Services Provided: _____
- [Ancillary Services Provider: _____]
- Supply Contract Ref. Number: _____
- Sum of Supply Contract(s): _____
- Ancillary Services Provided: _____]
- [Local Cost Provider: _____
- Local Cost Provider Supply Contract Ref. Numbers: _____
- Sum of Supply Contract(s): US\$ _____
- Local Cost Goods and Services Provided: _____]

• **Terms of Ex-Im Bank Guarantee**

- Financing Type: Long Term Credit
- Types of Guarantee Risk Coverage and Credit⁹: _____
- Amount of Principal Guaranteed: _____
- Reference Rate of Interest¹⁰: _____
- Guaranteed Interest Rate¹¹: _____
- Initial Eligibility Date: _____
- Final Disbursement Date: _____
- Guarantee Availability Date: _____
- Required Operative Date: _____

• **Exposure and Commitment Fees**

- Exposure Fee: [US\$ _____] per \$100[\$ _____]

⁹Select the appropriate Guarantee category: Comprehensive Guarantee of a Buyer Credit or Political Risk Guarantee of a Buyer Credit. If the Agent wishes to request a Comprehensive Guarantee for Foreign Currency, then the Agent must sign an MGA Foreign Currency Supplement and submit a Form of Request for Ex-Im Bank Approval in the form of Annex A to the MGA Foreign Currency Supplement.

¹⁰If Ex-Im Bank approves an alternative Reference Rate(s) to be used under an Interest Rate Switch, specify all of the relevant Reference Rates.

¹¹If an Interest Rate Switch is contemplated, specify all of the relevant interest rates.

- _____ Not authorized or not applicable.
- [If the Agent wishes to use a Reference Rate other than LIBOR (as defined in the MGA), such Reference Rate must be included as a Special Condition.]
- Other Conditions:
[Include IDC if it is being financed]

The Guarantee shall be subject to all of the terms and conditions of the MGA, as supplemented by (a) this Ex-Im Bank Approval; (b) in the case of a Political Risk Guarantee, the MGA Political Risk Supplement; and (c) in the case of a Transaction involving Foreign Currency Credit(s), the MGA Foreign Currency Supplement, in each case, between the Agent and Ex-Im Bank. Unless otherwise provided herein, the defined terms used in this Ex-Im Bank Approval shall have the respective meanings specified in the MGA.

Responsible Division: _____ Division (Telephone: (1-202) 565-____; Facsimile: (1-202) 565-____)

EXPORT-IMPORT BANK OF THE UNITED STATES

By: _____
(Signature)

Name: _____
(Print)

Title: _____
(Print)

AGREED TO THIS ____ DAY OF _____, 20__

[AGENT],
in its capacity as Agent acting on behalf of the Lenders

By: _____
(Signature)

Name: _____
(Print)

Title: _____
(Print)

GUARANTEE

The foregoing promissory note is guaranteed by the Export-Import Bank of the United States (“Ex-Im Bank”) for a principal amount not to exceed US\$ _____ plus interest thereon at the Guaranteed Interest Rate, as provided in the Master Guarantee Agreement (Agency – Long Term Credits), dated as of _____, 20__, as amended from time to time (the “MGA”) between [Agent], in its capacity as Agent (the “Agent”) acting on behalf of certain Lenders referred to in the MGA and Ex-Im Bank and identified as MGA No. ____ – AL, and said guarantee is expressly made subject to all of the provisions therein as if all of said provisions were expressly set forth herein. Capitalized terms used herein and not otherwise defined have the meaning specified in the MGA.

EXPORT-IMPORT BANK OF THE UNITED STATES

By: _____
(Signature)

Name: _____
(Print)

Title: _____
(Print)

Ex-Im Bank Transaction No. AP0_____ - [Country]

Note No. ____

GUARANTEE

The Export-Import Bank of the United States (“Ex-Im Bank”) hereby certifies that the promissory note, dated _____, issued by [Borrower] to the order of [Agent], in its capacity as Agent (“the Agent”) acting on behalf of certain Lenders referred to in the Master Guarantee Agreement (Agency-Long Term Credits), dated as of _____, 20__, as amended from time to time (the “MGA”) between the Agent and Ex-Im Bank and identified as MGA No. ____ – AL in the amount of US\$ _____ and bearing interest at _____, is guaranteed by Ex-Im Bank for a principal amount not to exceed US\$ _____ plus interest thereon at the Guaranteed Interest Rate, as provided in the MGA, and said guarantee is expressly made subject to all of the provisions therein as if all of said provisions were expressly set forth herein. Capitalized terms used herein and not otherwise defined have the meaning specified in the MGA.

EXPORT-IMPORT BANK OF THE UNITED STATES

By: _____
(Signature)

Name: _____
(Print)

Title: _____
(Print)

Ex-Im Bank Transaction No. AP0_____ - [Country]

Note No. ____

FORM OF REQUEST FOR GUARANTEE

Annex D

[Letterhead of Agent]

_____, 20__¹⁵

Export-Import Bank of the United States
811 Vermont Avenue, N.W.
Washington, D.C. 20571
Attention: Vice President - Operations Division

Re: Master Guarantee No. ____ – AL
Ex-Im Bank Transaction No. AP0____ - [Country]
[Borrower] (“Borrower”)

Ladies and Gentlemen:

In accordance with the terms and conditions of the Master Guarantee Agreement (Agency – Long Term Credits), dated as of _____, 20__, as amended from time to time (the “MGA”) between [Agent], in its capacity as Agent (the “Agent”) acting on behalf of certain Lenders referred in the MGA and the Export-Import Bank of the United States (“Ex-Im Bank”) and identified as Master Guarantee No. ____ – AL, with respect to each promissory note (“Note”) that is listed below, we hereby request either that on or prior to _____ (the “Legend Certification Date”) (a) you endorse the Guarantee Legend on such Note or (b) if the issuer of such Note is located in a Restricted Legend Jurisdiction, you issue a Guaranteed Note Certificate with respect to such Note (except if it is a Serial Note) or the Note Series of which such Note is a part, as applicable; in each case (i) in order to evidence either [check one]:

- Ex-Im Bank’s Comprehensive Guarantee; or
- if the Agent and Ex-Im Bank have entered into an MGA Political Risk Supplement, Ex-Im Bank’s Political Risk Guarantee

with respect to each such Note; and (ii) subject to our delivery to you of each such Note at least two (2) Business Days prior to the Legend Certification Date.

¹⁶[We certify that each Note fully evidences the Disbursement or Disbursements set forth below, made pursuant to the terms and conditions of the MGA, the Ex-Im Bank Approval with

¹⁵This date must be at least ten (10) Business Days prior to the Legend Certification Date referred to in the first paragraph of this Request.

¹⁶Use bracketed language only if the Request for Guarantee is submitted in connection with the substitution of a Guarantee Legend for previously issued Guarantee Certificates (including any exercise of the Switch Option with respect to original Notes that do not bear a Guarantee Legend or have attached a Guaranteed Note Certificate).

respect to Ex-Im Bank Transaction No. APO_____ and the respective Guarantee Certificates issued thereunder with respect thereto. [Said Certificates are enclosed herewith.]¹⁷

<u>Note(s)</u>			<u>Disbursement(s)</u>			
<u>Date</u>	<u>Principal Amount</u>	<u>No.</u>	<u>Date</u>	<u>Principal Amount</u>	<u>Guarantee Certificate No.</u>	<u>Purchase</u> ¹⁸

(complete with respect to each Note enclosed with the Request)

[IDC Disbursements]

[If IDC is financed, note the amount and the IDC Disbursement Date]

¹⁹[We hereby notify you of the mutilation, loss, theft or destruction of the original Note[s] and issuance of replacement Note[s] described below:

Original Note[s]

[list by date, number and amount]

Replacement Note[s]

[list corresponding date, number and amount]

²⁰[We hereby notify you of our exercise of the Switch Option with respect to the following Note[s], which has [have] been changed to the following Note[s]:

Note[s]

[list by date, number and amount]

Replacement Note[s]

[list corresponding date, number and amount]

We hereby certify that we have not previously exercised the Switch Option with respect to the Note(s) listed in the above left column.]

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the MGA.

¹⁷Do not submit Guarantee Certificates if further Disbursements will take place under such Certificate (e.g., where a Certificate Approving Letter of Credit covers Disbursements under more than one Note).

¹⁸Identify if the Disbursement is with respect to Goods and Services or Local Cost Goods and Services.

¹⁹Use bracketed language in connection with a request for a Guarantee Legend or Guarantee Note Certificate on replacement Note(s) issued in connection with the mutilation, loss, theft or destruction of the original Note(s).

²⁰Use bracketed language in connection with a Switch Option with respect to an original Note(s) that bears a Guarantee Legend or attaches a Guaranteed Note Certificate.

[AGENT],
in its capacity as Agent acting on behalf of the Lenders

By: _____
(Signature)

Name: _____
(Print)

Title: _____
(Print)

Enclosures

Promissory Notes
[Guarantee Certificates]²¹

²¹Use bracketed language only if the Request for Guarantee Legend is submitted in connection with the substitution of a Guarantee Legend endorsement for previously issued Guarantee Certificates.

ASSIGNMENT²²

This Assignment is made pursuant to the terms of Section 8.03(a) of the Master Guarantee Agreement (Agency – Long Term Credits), dated as of _____, 20__, as amended from time to time (the “MGA”) between [Agent], in its capacity as Agent (the “Agent”) acting on behalf of certain Lenders referred to in the MGA and the Export-Import Bank of the United States (“Ex-Im Bank”) and identified as MGA No. ____ – AL, with respect to the Transaction covered by the Ex-Im Bank Approval dated _____, 20__ and identified as Ex-Im Bank Transaction No. AP0_____ - [Country] [and the Credit Agreement dated as of _____, 20__ (the “Credit Agreement”), among the Borrower referred to below, [name any other parties to Credit Agreement,] [Ex-Im Bank] and the Agent]. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the MGA.

For value received, [_____] (the “Assignor”)²³ hereby assigns to Ex-Im Bank, without recourse, all of its respective rights, title, and interest in and to: (a) the promissory note (the “Note”) of _____ (the “Borrower”) dated _____, 20__, in the principal amount of US\$_____; (b) the Credit Agreement, pursuant to which the Note was issued; [(c) any and all Security;] [and (d) any other instrument or agreement executed by the Borrower or any Guarantor regarding obligations of the Borrower or any Guarantor covered by the Guarantee.

We hereby certify that:

Without Ex-Im Bank’s prior written consent, we have not:

1. agreed to any material amendment of the Note or Credit Agreement or to any material deviation from the provisions thereof; or
2. accelerated the maturities of the Note.

We have [check one]:

_____ no Security for payment of the Note other than the guarantee of Ex-Im Bank; or

_____ Security for payment of the Note in addition to the guarantee of Ex-Im Bank as follows: [Describe type and extent of security.]

[Instructions to the Assignor: If the Assignor has not assigned or transferred any interest in the Note and related documentation, such Assignor must include the following representation.]

²²Eliminate references to “Security” if none has been obtained.

²³ The Agent and each current Lender must execute and deliver an assignment substantially in the form of Annex E.

3. We, the [Agent][Lender], have not assigned or otherwise transferred any interest in the Note, Credit Agreement [and Security];

OR

[Instructions to the Assignor: If the Assignor has assigned a partial interest in the Note and related documentation, the Assignor must include the following representation.]

3. We, the [Agent][Lender], have assigned part of our rights, title and interest in the Note, Credit Agreement and [Security] to _____ pursuant to the _____ agreement, dated as of _____, 20__ between _____, as assignor and _____, as assignee, an executed copy of which is attached hereto.

OR

[Instructions to the Assignor: If the Assignor has purchased and assumed its interest in the Note and related documentation from a Lender or the Agent, such Assignor must include the following representation.]

3. We, the [Agent][Lender], have purchased and assumed our interest in the Note, Credit Agreement and [Security] pursuant to the _____ agreement, dated as of _____, 20__ between _____, as assignor and _____, as assignee, an executed copy of which is attached hereto.

The Assignor acknowledges and agrees that this Assignment is subject to the terms of the MGA, including, without limitation, the following:

1. In the event the Assignor receives any payment under or related to the Note, the Credit Agreement, or any Security from a party other than Ex-Im Bank (a “Non-Ex-Im Bank Payment”):

(a) after the date of demand for payment on Ex-Im Bank pursuant to the MGA but prior to the date of Ex-Im Bank’s first payment under the MGA, the Assignor shall promptly but in no event later than five (5) Business Days after receipt notify Ex-Im Bank of the date and the amount of such Non-Ex-Im Bank Payment and shall apply such payment in accordance with the “Application of Payments” provision in the Credit Agreement; and

(b) after Ex-Im Bank’s first payment under the MGA, the Assignor shall forward promptly to Ex-Im Bank such Non-Ex-Im Bank Payment.

2. If, in the reasonable judgment of Ex-Im Bank, in order for this Assignment to be valid and enforceable in the Borrower’s Country, this Assignment must be sealed, consularized or authenticated in some similar manner for a period of three (3) years following the date hereof, the Assignor shall cooperate with Ex-Im Bank to the greatest extent practicable in completing such authentication procedures.

²⁴[All payments under any Payment Certificate issued in connection with this Assignment should be made to the account of the Agent [Designation of Account in the United States] at [Name of Commercial Bank], and all communications should be addressed to us as follows:

Address: _____

Attention: _____
Fax: _____
Telephone: _____
Telex: _____

The Person who is executing this Assignment on behalf of the [Agent][Lender] hereby represents and warrants to Ex-Im Bank that he/she is duly authorized to do so.

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed and delivered this ____ day of _____, 20__.

Very truly yours,

[ASSIGNOR]

By: _____
(Signature)

Name: _____
(Print)

Title: _____
(Print)

Consented to and acknowledged by this ____ day of _____, 20__:

EXPORT – IMPORT BANK OF THE UNITED STATES

By: _____
(Signature)

Name: _____
(Print)

Title: _____
(Print)

PAYMENT CERTIFICATE

No. _____
_____, 20__

TO: [Agent], as Agent
[Address]

Attention: []

The Export-Import Bank of the United States (“Ex-Im Bank”) hereby acknowledges the assignments dated _____ (“Assignments”) by _____ (the “Assignors”), without recourse, to Ex-Im Bank of all of the Assignors’ right, title and interest in and to, inter alia, the promissory note(s) of _____, dated _____, 20__, in the face amount of US\$_____, the payment of which is guaranteed by Ex-Im Bank pursuant to the terms of the Master Guarantee Agreement (Agency-Long Term Credits), dated as of November 25, 2003, as amended from time to time (the “MGA”) between the Agent and the Ex-Im Bank and identified as MGA No. ____ – AL with respect to the Transaction covered by the Ex-Im Bank Approval, dated _____, 20__ and identified as Ex-Im Bank Transaction No. AP0_____ - [Country]. Capitalized terms used but not defined herein shall have the meanings ascribed in the MGA.

Except as otherwise provided below, Ex-Im Bank hereby agrees to pay to the Agent or its duly registered assigns (the “Certificate Holder”), on behalf of the relevant Lenders, the principal amount of this Payment Certificate in installments on the payment dates (“Payment Dates”) and in the amounts set forth below. The outstanding principal balance of this Payment Certificate shall bear interest for each Interest Period (hereinafter defined) at a rate per annum equal to [insert Guaranteed Interest Rate (as defined in the MGA)]. Such interest shall be paid in arrears on each Payment Date and shall be calculated on the basis of a year of [360 days and for the actual number of days elapsed] [twelve 30 day months]²⁵. The term “Interest Period” means a period: (i) beginning on _____²⁶ and ending on, but not including, the next succeeding Payment Date; and (ii) thereafter, beginning on each Payment Date and ending on, but not including, the next succeeding Payment Date; *provided*, that if any Interest Period would otherwise end on a day that is not a Business Day, such Interest Period shall end on, but not include, the next succeeding Business Day. The term “Business Day” means any day on which the Federal Reserve Bank of New York is open for business.

²⁵ The appropriate interest calculation method shall be determined as specified in the relevant Ex-Im Bank Approval.

²⁶ The date inserted should be the date on which the default occurred that is the basis of the Agent’s demand on Ex-Im Bank.

1.	Face Amount of the Note:	US\$	_____
2.	Total Principal Amount Outstanding under the Note on [date of Certificate]:	US\$	_____
3.	<u>Schedule of Payments:</u> <u>Payment Date</u>		<u>Principal Amount</u>
	_____	US\$	_____
	_____	US\$	_____
	_____	US\$	_____
	_____	US\$	_____
	_____	US\$	_____
	_____	US\$	_____
	_____	US\$	_____

All payments of principal and interest on this Payment Certificate shall be made to the designated account of the Certificate Holder recorded on the Agent's registry books as of the close of business on the Record Date (hereinafter defined) for the corresponding Payment Date. With respect to any Payment Date, the "Record Date" means the date that occurs fifteen (15) calendar days prior to such Payment Date. The account designated by the Certificate Holder shall be located at a banking institution in the United States that is authorized to accept deposits. In accordance with Section 9.01 of the MGA, the Agent shall deliver a copy of the register to Ex-Im Bank after the issuance of a Payment Certificate, and such register shall thereupon reflect such matters as are set forth in Section 9.01. All communications from Ex-Im Bank to the Certificate Holder shall be mailed to the address of such Certificate Holder as such address shall appear on Ex-Im Bank's registry books. On the date of the issuance hereof, the account and the address of the Certificate Holder recorded on Ex-Im Bank's registry books shall be the account and address, respectively, specified in the Assignment.

The Certificate Holder (or such holder's attorney-in-fact duly authorized in writing) shall provide notice of the transfer of this Payment Certificate to Ex-Im Bank in order to record such transfer on the registry books of Ex-Im Bank. All notices to Ex-Im Bank required hereunder shall be sent to the attention of the Office of the Treasurer-Controller at Ex-Im Bank's offices at 811 Vermont Avenue, N.W., Washington, D.C. 20571. Ex-Im Bank shall not be required to record any transfer of this Payment Certificate that occurs during the period from and including the Record Date for any Payment Date to and including such Payment Date. Until Ex-Im Bank receives notice of a transfer of this Payment Certificate in accordance with the terms hereof, Ex-Im Bank may deem and treat the person in whose name this Payment Certificate is registered on the registry books of Ex-Im Bank as the absolute owner of this Payment Certificate (notwithstanding any notation of ownership or other writing hereon) for the purpose of receiving payment of or on account of the unpaid principal and interest due hereon and for all other purposes, and Ex-Im Bank shall not be affected by any notice to the contrary that does not comply with the terms hereof.

This Payment Certificate is issued pursuant to the MGA, is subject to the terms and conditions thereof, and is entitled to the benefits thereof.

EXPORT-IMPORT BANK OF THE UNITED STATES

By: _____
(Signature)

Name: _____
(Print)

Title: _____
(Print)