

EXPORT-IMPORT BANK OF THE UNITED STATES

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Asset Management Division

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Pre Claim Debt Rescheduling under \$20 million

LONG/MEDIUM-TERM LOANS & GUARANTEE AND MEDIUM-TERM INSURANCE ONLY

Ex-Im Bank will consider a **one-time request** for restructuring outstanding debt under the above programs, provided the conditions described below hereto are satisfied. Ex-Im Bank requires an up-front restructuring fee equal to two percent of the outstanding debt amount; this restructuring fee shall not be financed under the guarantee. The Note Holder must obtain some form of collateral, clear title or equity position equal to the outstanding balance of the debt as a condition of restructuring. The Obligor/Debtor must keep all interest payments current throughout the life of the rescheduling. The information in this fact sheet identifies the items that AMD expects to be necessary for the timely evaluation of a typical rescheduling request. In particular cases, however, AMD may request additional items not identified in this checklist. Ex-Im Bank's can give no assurance that a request will be approved, even if all of the items stated below are provided.

TIER I - All Conditions Described Below Must Apply:

1. Ex-Im approved transaction is fully disbursed.
2. Borrower submitted a formal rescheduling request to lending bank.
3. Disbursements were terminated after the date of the borrower's rescheduling request.
4. Ex-Im Bank coverage is a long/medium-term guarantee, or an insurance policy.
5. If insurance, the lender must determine that there is no dispute between supplier and buyer.
6. Ex-Im Bank guaranteed/insured exposure is less than \$20 million.
7. Borrower is majority-owned by private shareholders.
8. No financial institution or strong corporation has guaranteed the Ex-Im exposure.
9. All guarantee commitment fees due and owing have been received at Ex-Im.
10. The interest rate of the restructuring shall not exceed the original contract rate.

TIER II - Required Supporting Documentation

11. Lender's opinion and financial viability/writeup of the Obligor in a post-rescheduling scenario.
12. A letter detailing all the conditions that led to the cash constraints of the Obligor.
13. A letter conveying that the existing guarantors continue as guarantors on the restructuring credit.
14. The Benefits that will be realized by the proposed rescheduling.
15. Summary of the proposed rescheduling terms and conditions.
16. Detailed financial forecast/projections for the next 5 years.
17. Copies of all related promissory notes.
18. Letters from other major creditors describing the terms of their loans and their willingness to restructure.
19. Description of the Lender's uninsured/unguaranteed loans to the Obligor, if any.
20. Obligor's audited financial statements (including consolidated) for FY 2000, 2001, and 2002, with related notes on commitments, including leases and contingent liabilities (long-term purchase arrangements, the terms of outstanding loans, agreements to refinance existing debt, lines of credit, lease arrangements and details of employees pension plans).
21. A breakdown of the Borrowers total debt amount, including its definition under local GAAP.
22. Ex-Im Bank's guaranteed/insured debt as a percentage of total debt.