EXPORT-IMPORT BANK OF THE UNITED STATES
WORKING CAPITAL GUARANTEE PROGRAM

FAST TRACK LENDER AGREEMENT

NUMBER: _____ - FTLA - 05 - ____ - _____

[Name and Address of Financial Institution]

Ladies and Gentlemen:

Subject to the terms and conditions of this Fast Track Lender Agreement (this "Agreement"), the Export-Import Bank of the United States ("Ex-Im Bank") hereby agrees that the institution to which this Agreement is addressed ("Lender") shall recommend to Ex-Im Bank that certain Loan Facilities with a Maximum Amount from Lender to Borrower in an amount in excess of $10,000,000 but not more than $25,000,000 be guaranteed by an Ex-Im Bank Guarantee under Ex-Im Bank's Working Capital Guarantee Program. If such recommendations are approved or accepted by Ex-Im Bank, the Ex-Im Bank Guarantee shall be granted pursuant to the terms and conditions of the Master Guarantee Agreement referenced on the signature page hereto (the "Master Guarantee Agreement") and this Agreement, and all schedules, exhibits and annexes thereto and hereto (as the same may be amended, modified or supplemented from time to time) between Lender and Ex-Im Bank. Unless otherwise defined, the capitalized terms used herein shall have the meanings set forth in the Master Guarantee Agreement, and the rules of construction set forth in Section 1.02 of the Master Guarantee Agreement are incorporated herein and shall apply to this Agreement as if fully set forth herein.

(1) Credit Analysis and Loan Administration. Lender shall make a recommendation to Ex-Im Bank as to whether a Borrower is creditworthy and offers a reasonable assurance of repayment of the Loan Facility contemplated hereunder (an “Underwriting Recommendation”), and any Loan Facility approved and guaranteed by Ex-Im Bank pursuant to Lender's Underwriting Recommendation shall be originated, administered and serviced by Lender, in accordance with the standard of care stated in Section 4.04(a) of the Master Guarantee Agreement and as otherwise required by this Agreement and the Master Guarantee Agreement.

(2) Governing Documents. The provisions of the Master Guarantee Agreement govern Ex-Im Bank's Working Capital Guarantee Program and this Agreement. With reference to a Loan Facility issued under this Agreement, the Lender’s Master Guarantee Agreement is hereby amended to incorporate the following modifications:

(a) all references to a "Loan Authorization Agreement" in the Master Guarantee Agreement shall be deemed to refer to a Fast Track Loan Authorization Agreement in the form of Annex B to this Agreement;

(b) Lender and Borrower shall have entered into a Domestic Revolving Credit Facility, which shall, at a minimum, be coterminous with the term of the Loan Facility. For purposes hereof, “Domestic Revolving Credit Facility” shall mean a domestic revolving credit

facility with a revolving commitment in an aggregate amount of at least Five Million Dollars ($5,000,000) and which facility is not guaranteed by Ex-Im Bank or any other governmental program;

(c) Article I of the Master Guarantee Agreement shall be amended to include the following definitions:

"Affiliate" shall have the meaning set forth in Section (5)(b) of the Fast Track Lender Agreement.

"Asset-Based Lending Division" shall mean a division of Lender that regularly includes in its portfolio and monitors loan facilities where the maximum amount the borrower may have outstanding is based principally on a borrowing base composed of a borrower's inventory or accounts receivable. This may include a subdivision of a broader commercial lending division of Lender as long as the above criteria are met within the subdivision.

"Authorized Officer(s)" shall have the meaning set forth in Section (4) of the Fast Track Lender Agreement.

"Cash Collateral Account" shall have the meaning set forth in Section (7) of the Fast Track Lender Agreement.

"Controlling Affiliate" shall have the meaning set forth in Section (5)(b) of the Fast Track Lender Agreement.

"Domestic Revolving Credit Facility" shall have the meaning set forth in Section (2)(b) of the Fast Track Lender Agreement.

"Lockbox" shall have the meaning set forth in Section (7) of the Fast Track Lender Agreement.

"Underwriting Recommendation" shall have the meaning set forth in Section (1) of the Fast Track Lender Agreement.

(d) Article III of the Master Guarantee Agreement shall be modified with reference to Fast Track Loan Facilities such that it shall apply only to the portion of the Facility Fee that is required to be paid to Ex-Im Bank in accordance with the Facility Fee Schedule attached to the Fast Track Loan Authorization Agreement.

(e) Article IV of the Master Guarantee Agreement shall be amended as follows:

(i) Section 4.01(a)(ii) shall be deleted and replaced as follows:

"Lender shall have each Borrower duly execute a Borrower Agreement and Fast Track Borrower Agreement Supplement;"

(ii) Section 4.02(a) shall be deleted and replaced as follows:

"(a) As of the applicable Effective Date, Lender shall (i) obtain from the applicable Borrower a valid and enforceable agreement pursuant to which such Borrower grants to Lender a valid and enforceable first priority Lien in the Collateral, subject to the provisos below and (ii) take such actions as are required to perfect Lender's Liens in the Collateral under the laws of the United States (as well as under the laws of any applicable foreign jurisdiction in the case of Export-Related Overseas Accounts Receivable and Export-Related Overseas Inventory, patents registered in a foreign jurisdiction in the circumstances described below and when Export Orders state the laws of a foreign jurisdiction govern), including the filing in the appropriate jurisdictions of UCC financing statements identifying the applicable Borrower, Guarantor or third party and describing the Collateral and the filing of any documents required to protect the Liens granted to Lender in Collateral that cannot be fully perfected by a filing under the UCC (e.g., the filing of patent and trademark security agreements in the United States Patent and Trademark Office and the filing of mortgages, deeds of trusts, fixture filings or other indenture documents in local recording offices) provided that filings with the United States Patent and Trademark Office (or under the laws of any foreign jurisdiction in which a patent might be registered) are only required when the patented technology or trademark is necessary for the production, manufacture, sale or customary use of an Item with its intended specifications or when Lender would otherwise make such filing for similar loan facilities on its own account and risk. Lender shall take such steps as are necessary to maintain throughout the Loan Facility Term a valid, enforceable and perfected first priority Lien in the Collateral subject only to Permitted Liens, including the timely filing of continuation statements with respect to such UCC financing statements and the filing of additional UCC financing statements if Lender has actual knowledge that a Borrower, a Guarantor or a third party has moved the Collateral or its jurisdiction of organization or otherwise has taken any action that would require Lender to take additional action to maintain its perfected first priority Lien in the Collateral subject only to Permitted Liens. If, in connection with any loan or other credit accommodation to be provided by Lender to a Borrower, Lender receives a Lien on any assets (other than Primary Collateral) to secure such loans and other credit accommodations, the Lien on such assets shall also secure the Loan Facility Obligations. Notwithstanding the foregoing, if any Lien on any Secondary Collateral or any Guarantor Collateral is not intended to be a first priority Lien, all references herein to a first priority Lien with respect to such Secondary Collateral or Guarantor Collateral shall be to a Lien in the priority set forth in Sections 6.E. and F. respectively, of the applicable Loan Authorization Agreement."

(iii) Section 4.06(a) shall be deleted and replaced with the following Section 4.06(a)(i) - (iii):

"(a) (i) Lender may make Credit Accommodations to a Borrower only if it has received an Export-Related Borrowing Base Certificate from such Borrower as frequently as Lender customarily requires such certificates from similar borrowers on its own account and risk, but at least within the prior seven (7) days unless the Loan Facility qualifies for, and Lender opts to follow, the terms specified in Section (8) of the Fast Track Lender Agreement. In addition, so long as there are any Credit Accommodations outstanding under the Loan Facility, Borrower shall deliver to Lender an Export-Related Borrowing Base Certificate at least once each week unless the Loan Facility qualifies for, and Lender opts to follow, the terms specified in Section (8) of the Fast Track Lender Agreement. Daily electronic reporting reconciled monthly may substitute for weekly Export-Related Borrowing Base Certificates.

(ii) At least monthly, the Export-Related Borrowing Base Certificates shall be accompanied by a copy of the Export Order(s) (or, for a Revolving Loan Facility, a written summary of the Export Orders) when the Export-Related Borrowing Base is supported by Export-Related Inventory or Export-Related Overseas Inventory, and an Accounts Receivables Aging Report when the Export-Related Borrowing Base is supported by Export-Related Accounts Receivable or Export-Related Overseas Accounts Receivable.

(iii) When, in accordance with subsection (a) above, Lenders are required to submit Export-Related Borrowing Base Certificates more frequently than monthly, Lenders may use the Stucky system (or equivalent) to automatically roll up the Accounts Receivable balance or may otherwise do an interim calculation of the Accounts Receivable balance (interim Accounts Receivable balance to equal prior month's end Accounts Receivable balance plus sales to date less cash receipts and adjustments to date) to accompany any Export-Related Borrowing Base Certificates submitted more frequently than monthly. Lender's interim calculation of ineligible Accounts Receivable may be taken from the Lender's prior month's end calculation unless more updated numbers are available. Interim Inventory reporting can be based on the prior month end numbers unless Lender has a system that automatically updates Inventory records."

(iv) Section 4.06(c) shall be amended to add a new subsection (vii) as follows:

"(vii) if the Domestic Revolving Credit Facility has been terminated or ceases to be in full force and effect for any reason."

(v) Section 4.08(a) and (b) shall be deleted and replaced as follows:

"(a) Lender shall conduct field examinations (performed by Lender, an independent certified public accountant or another appropriate entity acceptable to Lender) of such Borrower as often as Lender customarily conducts such examinations on similar loan facilities, but not less than once every three (3) months, unless the Loan Facility qualifies for, and Lender opts to follow, the terms specified in Section (8) of the Fast Track Lender Agreement, in all cases in accordance with the schedule Lender agrees to in Section 5.C. of the Loan Authorization Agreement, until any applicable Final Disbursement Date. Lender may substitute audited financial statements for one of the quarterly field examinations each year, provided that the field examination date Lender selects (in Section 5.C.(5.) of the Loan Authorization Agreement) for such substitute audited financial statements is the date of the Borrower's fiscal year end, and the applicable audited financial statements are completed no later than 120 days following such field examination date.

(b) The content of the field examinations shall be in accordance with Lender's customary practices except that such examinations shall address: (x) the value of the Collateral against which Credit Accommodations may be provided, (y) the amount, if any, that the aggregate outstanding amount of Disbursements exceeds the Export-Related Borrowing Base and (z) whether such Borrower is in material compliance with the terms of each Loan Document to which it is a party. Such field examinations shall include an inspection and valuation of any Export-Related Inventory and Export-Related Overseas Inventory, a book audit of any Export-Related Accounts Receivable and Export-Related Overseas Accounts Receivable (such audit to include verification of a representative sample of such Accounts Receivable balances), a review of the Accounts Receivable Aging Reports, a

review of Borrower's compliance with the Cash Collateral Account (and Lockbox, if applicable) requirements and a review of Borrower's compliance with any Special Conditions. Lenders who opt to use the Export-Related Historical Inventory Value in the Export-Related Borrowing Base calculation shall reconcile those numbers against the calculation for the relevant time periods using the Export-Related Inventory Value. Whenever Accounts Receivable or Inventory derived from Indirect Exports are included in the Export-Related Borrowing Base, Lender shall verify compliance with Section 4.15 herein, including taking a random sampling of ultimate foreign purchasers."

(vi) Section 4.10(a) shall be amended to add a new subsection (xiii) as follows:

"(xiii) such Borrower fails to comply with the terms of the Domestic Revolving Credit Facility as set forth therein and such failure has not been cured or waived within thirty (30) calendar days or the Domestic Revolving Credit Facility has been terminated or ceases to be in full force and effect for any reason."

(f) Article V of the Master Guarantee Agreement shall be amended as follows:

(i) Section 5.01(b) shall be amended to add new subsections (xiv), (xv) and (xvi) as follows:

"(xiv) Lender records and portions of field examination reports evidencing the existence of the Domestic Revolving Credit Facility in accordance with the terms of Section (2)(b) of the Fast Track Agreement."

"(xv) bank statements or the equivalent and portions of field examination reports evidencing that Lender has maintained a Cash Collateral Account (and Lockbox, if applicable) in accordance with Section (7) of the Fast Track Lender Agreement and applied any proceeds from such account in accordance with Section 4.04(b) for the shorter of (A) the Loan Facility Term and (B) the twelve (12) month period preceding the date of the Payment Default."

"(xvi) Lender records and portions of field examination reports evidencing the credit rating of the Domestic Revolving Credit Facility and the Borrower over the six (6) month period prior to the date of the Payment Default if Lender opts to follow the standard stated in Section (8) of the Fast Track Lender Agreement."

(ii) Section 5.02 shall be deleted and replaced as follows:

"5.02 Disposition of Claims. Ex-Im Bank reserves the right to deny a Claim or any portion thereof if Ex-Im Bank determines that Lender has not (a) filed the Claim and all Claim Documents within the time periods set forth in Section 5.01; (b) complied with Sections 3.01, 4.01(a) and (c), 4.02(a), 4.06(c), (d), (e) and (f), 4.08(c) and (d), Section (7) of the Fast Track Lender Agreement and Section (8)(c) of the Fast Track Lender Agreement if Lender elects to follow the terms of Section (8) therein; or (c) materially complied with all other Lender Obligations."

All other provisions of the Master Guarantee Agreement shall remain unmodified and in full force and effect.

(3) Conditions to Issuance of Ex-Im Guarantee. Lender shall make an Underwriting Recommendation with respect to a particular Loan Facility, and a Guarantee of such Loan Facility shall be issued, only if, in addition to any other materials required to be delivered pursuant to the Master Guarantee Agreement:

(a) Prior to entering into the Loan Facility, Lender shall have:

(i) submitted to Ex-Im Bank the pre-commitment worksheet in the form of Annex A attached hereto ("Pre-Commitment Worksheet") duly executed by at least one (1) Authorized Officer;

(ii) received from Ex-Im Bank a pre-commitment authorization ("Pre-Commitment Authorization") authorizing Lender to complete, and submit to Ex-Im Bank, a Fast Track Loan Authorization Agreement for Ex-Im Bank's consideration. (Notwithstanding signing the Pre-Commitment Authorization, the Loan Facility shall not be authorized until Ex-Im Bank has duly executed the Fast Track Loan Authorization Agreement.) Ex-Im Bank shall provide to Lender the Pre-Commitment Authorization within ten (10) Business Days of the date Ex-Im Bank receives the Pre-Commitment Worksheet if Ex-Im Bank intends to authorize Lender to prepare the Fast Track Loan Authorization Agreement for such Loan Facility;

(iii) after receiving the Pre-Commitment Authorization, submitted to Ex-Im Bank (A) two (2) copies of the Fast Track Loan Authorization Agreement in the form of Annex B attached hereto duly executed by two (2) Authorized Officers (one of which shall be the equivalent of a Senior Vice President or higher of Lender), (B) one (1) completed, duly executed original of the SBA/Ex-Im Bank Joint Application Form (the "Application Form") and (C) the $100 application fee; and

(iv) received from Ex-Im Bank a copy of the Fast Track Loan Authorization Agreement duly executed by Ex-Im Bank, which shall identify the Ex-Im Bank "Guarantee Loan Number" and shall serve as acknowledged receipt of the Application Form and the $100 application fee, and as a final approval letter.

(b) Lender shall submit to Ex-Im Bank the portion of the Facility Fee due to Ex-Im Bank in accordance with the Facility Fee Schedule.

All future correspondence from Lender to Ex-Im Bank with respect to such Loan Facility shall reference the Guarantee Loan Number. Provided that the requirements of Section 3(a) and 3(b) above are satisfied, the Effective Date for the Loan Facility shall be the Effective Date for the Guarantee. Lender shall not modify or amend the terms of a Loan Authorization Agreement without the prior written consent of Ex-Im Bank.

(4) Designation of Authorized Officers. Lender shall at all times employ at least two (2) persons (one (1) of which shall be the equivalent of a Senior Vice President or higher and both having the authority to enter into commitments or proposals for loans similar in size and scope to the Loan Facility) who are designated as Authorized Officers. All Authorized Officers shall have completed the Ex-Im Bank "Delegated Authority Lender" training course (or any Ex-

Im Bank-approved alternate training course) except that the Senior Vice President is not required to take such training as long as two (2) other Authorized Officers have taken such training. For each Authorized Officer, Lender shall provide Ex-Im Bank with a completed Authorized Officer Designation Notice in the form of Annex C to this Agreement. A minimum of two (2) Authorized Officers, one holding the position of Senior Vice President or higher, shall duly execute the Fast Track Loan Authorization Agreement. A minimum of one (1) Authorized Officer must duly execute the Pre-Commitment Worksheet, any amendments to the Loan Authorization Agreement and any waivers of Lender Obligations. Notwithstanding these minimum standards, Lender shall assume full responsibility to insure that signatories have proper authority to bind Lender on the Loan Documents they sign. If Lender elects to withdraw the authority of any Authorized Officer (which Lender may do in its sole discretion for any reason), Lender shall send promptly to Ex-Im Bank written notice of such action. If for a period of four (4) months Lender has less than two (2) Authorized Officers who have taken the Ex-Im Bank training, Lender's right to make new Credit Accommodation or make an Underwriting Recommendation under this Agreement shall be suspended automatically (unless otherwise agreed to in writing by Ex-Im Bank) until at least two (2) Authorized Officers meet this requirement. Any such suspension shall not affect the validity and continued effectiveness of the Guarantee for any Credit Accommodations made prior to suspension of Lender's rights hereunder.

(5) Maximum Guarantee Limits and Other Requirements.

(a) The Maximum Amount of any individual Loan Facility or aggregate of Loan Facilities to the same Borrower and its Affiliates (as defined below) shall be Twenty Five Million Dollars ($25,000,000), and the sum of the Maximum Amounts under all of Lender's Loan Facilities open at any given time (including Loan Facilities duly executed under a Delegated Authority Letter Agreement) shall be Three Hundred Million Dollars ($300,000,000).

(b) Lender shall not issue a Loan Facility to an Affiliate of Lender. For the purposes of this Agreement, the term "Affiliate" of Borrower or Lender, as the case may be, shall mean (i) all persons, companies or other entities owning or otherwise controlling twenty percent (20%) or more of the voting share capital (or equivalent right of ownership) of Borrower or Lender, as the case may be, or having the power to direct such Borrower's or Lender's policies or management whether by contract or otherwise (each such person, company or other entity, a "Controlling Affiliate"), (ii) all companies or other entities in which a Controlling Affiliate owns or otherwise controls twenty percent (20%) or more of the voting share capital (or equivalent right of ownership) or has the power to direct the policies or management of, whether by contract or otherwise and (iii) all companies or other entities in which Borrower or Lender, as the case may be, owns or otherwise controls twenty percent (20%) or more of the voting share capital (or equivalent right of ownership) of or has the power to direct the policies or management of, whether by contract or otherwise.

(c) Any Loan Facility approved by Ex-Im Bank under this Agreement shall be monitored and serviced by an Asset-Based Lending Division of Lender.

(d) At least once every quarter, Lender shall submit to Ex-Im Bank, an Export-Related Borrowing Base Certificate which has been submitted to Lender and duly executed by an officer of the Borrower.

(e) Lender shall submit to Ex-Im Bank, all quarterly and year-end financial statements delivered by Borrower under the Loan Agreement as required by Section 11 of the Fast Track Loan Authorization Agreement, together with all certificates evidencing Borrower's compliance with any financial covenants contained in the Loan Agreement. Each set of financial statements shall be submitted directly to Ex-Im Bank, Attn: Vice President, Asset Management Division within ten (10) Business Days of the date the Lender receives such financial statements from Borrower.

(6) Minimum Credit Criteria and Other Requirements. Lender shall not make an Underwriting Recommendation or issue a Loan Facility unless each of the requirements set forth below has been satisfied.

(a) Lender shall make an evaluation of Borrower's financial condition comparing Borrower's most recent fiscal year end financial ratios to financial ratios for the appropriate industry peer comparison group in the most recently published version of the Risk Management Association ("RMA") Statement Studies. In making this comparison, the ratios of Borrower shall be compared against the ratios listed under either the RMA "Current Data Sorted by Assets" category or the RMA "Current Data Sorted by Sales" category, and such comparison shall only be made against companies which have the same primary Standard Industrial Classification Code as Borrower. The evaluation shall show that Borrower's financial ratios exceed its industry's Lower Quartile (based on the RMA definition of ratios) for at least four (4) of the following ratios (as defined in the RMA): Current Ratio, Net Sales/Total Assets, Debt to Worth Ratio, Net Profit + Depreciation + Depletion + Amortization Expense/Current Portion of Long-Term Debt, EBIT/Interest, Cost of Sales/Inventory Ratio and Sales/Accounts Receivable.

(b) Based on the most recent financial data available, Borrower shall have a positive tangible net worth determined in accordance with GAAP. For the purpose of this determination, Borrower's net worth shall be (i) increased by any debt of Borrower subordinated to the Loan Facility, and (ii) decreased by all intangible assets (including all patents, licenses, goodwill, subscription lists, capitalized software, organization expenses, covenants not to compete, and investments in and monies due from Affiliates, officers and directors of Borrower).

(c) Any Controlling Affiliate of Borrower shall guarantee the Loan Facility except that venture capital firms, private equity firms or other investment groups are excluded from this requirement. All personal guarantors shall provide a current signed financial statement on a form acceptable to Lender.

(d) Lender shall prepare a credit memorandum and financial analysis using either Lender's own form or the standard Ex-Im Bank credit memorandum format (which will be supplied by Ex-Im Bank upon request). This analysis shall evidence that in Lender's opinion (i) Borrower is creditworthy and offers a reasonable assurance of repayment of the Loan Facility and (ii) the "Additionality" requirement set forth in the Working Capital Guarantee Program Manual has been met.

(e) No Loan Facility Term may exceed twelve (12) months without Ex-Im Bank's prior written permission except that the Loan Facility Term for a Revolving Loan Facility (other than a Transaction Specific Revolving Loan Facility) may be for a period of up to thirty six (36) months provided that (i) the Domestic Revolving Credit Facility is for the same time period and (ii) Lender customarily provides financial accommodations for such time periods.

(f) Waivers of, and side letters addressing, Lender Obligations shall be effective only if in writing and duly executed by an Authorized Officer of Lender and by Ex-Im Bank. Lender shall maintain the fully executed original of any such waivers or side letters in its records available for presentation to Ex-Im Bank as a Claim Document or as otherwise requested by Ex-Im Bank. Any waivers obtained by Lender from Ex-Im Bank in connection with any new Loan Facility shall be valid only for the Loan Facility Term provided that the Effective Date of the Loan Facility occurs no later than ninety (90) days following the date of Ex-Im Bank's agreement to the waiver. If the Effective Date of a Loan Facility occurs after such ninety (90) day period, such waiver shall be null and void unless an extension thereof is approved by Ex-Im Bank in writing. Any waivers obtained by Lender from Ex-Im Bank in connection with a Loan Facility shall be null and void as respects a new Loan Facility established after the end of a Loan Facility Term, including any Renewal, unless Lender shall have applied for another waiver and received the prior written consent of Ex-Im Bank thereto.

(7) Lockbox and Cash Collateral Account(s). Lender shall require Borrower to establish and maintain a deposit account ("Cash Collateral Account") under Lender's control, subject to the conditions set forth in this paragraph. Borrower shall be required to direct all obligors on Export-Related Accounts Receivable and Export-Related Overseas Accounts Receivable (and only such obligors) to make payment by wire transfer to the Cash Collateral Account. Lender shall not commingle the Export-Related Accounts Receivable and Export-Related Overseas Accounts Receivable in the Cash Collateral Account with any other funds. If such obligors are permitted to make payments other than by wire transfer, then Lender shall require Borrower to also establish and maintain a post office box ("Lockbox") under Lender's control, subject to the conditions set forth in this paragraph, and Borrower shall be required to instruct all such obligors to make all payments that are made other than by wire transfer by check directly to the Lockbox. Lender is permitted to use one Lockbox to collect Accounts Receivable attributable to both the Loan Facility and another loan facility with the same Borrower, provided that Lender reconciles the Export-Related Accounts Receivable and Export-Related Overseas Accounts Receivable in the Lockbox at least monthly. When a Lockbox is used, Borrower shall issue an irrevocable letter of instruction to the Lender directing the deposit of all collections of Export-Related Accounts Receivable and Export-Related Overseas Accounts Receivable from the Lockbox into the Cash Collateral Account. Lender shall require that all collections and proceeds of the Collateral received by Borrower be held in trust for the benefit of Lender and remitted to Lender for deposit into the Lockbox or Cash Collateral Account, as applicable, immediately upon receipt by Borrower. Borrower shall have no right of access to or withdrawal from the Lockbox or Cash Collateral Account until completion of the Loan Facility Term and payment in full of all Loan Facility Obligations. Subject to applicable laws regarding settlement of funds, all funds deposited into the Lockbox and Cash Collateral Account shall immediately become the property of Lender and shall be applied by Lender to reduce the Loan Facility Obligations in accordance with Section 4.04(c) of the Master Guarantee Agreement.

(8) Reversion to Lender Standards.

(a) Notwithstanding Sections 4.06(a) and 4.08(a) of the Master Guarantee Agreement, Lender shall have the option to follow its own standards applicable to similar loan facilities on its own account and risk in determining the frequency of Export-Related Borrowing Base Certificates (with a minimum of monthly) and field examinations (with a minimum of semi-annually) for a Loan Facility when the following criteria are met:

(i) Lender incorporates the Office of the Comptroller of the Currency ("OCC") regulatory definitions for non "pass" credits into its own credit risk rating system and under such credit risk rating system, the ratings of both the relevant Domestic Revolving Credit Facility and the relevant Borrower are at least two (2) levels better than the category Special Mention on the OCC credit risk rating scale; or

(ii) Lender incorporates the OCC regulatory definitions for non "pass" credits into its own credit risk rating system and under such credit risk rating system, the ratings of both the relevant Domestic Revolving Credit Facility and the relevant Borrower are at least one (1) level better than the category Special Mention on the OCC credit rating scale and the aggregate amount available to be drawn on the Domestic Revolving Credit Facility is at least as great as the Maximum Amount of the relevant Loan Facility.

(b) If Lender does not incorporate into its own credit risk rating system the OCC regulatory definitions, including the category Special Mention, Lender may request a determination from Ex-Im Bank regarding what credit risk level on Lender's rating scale is acceptable for this Section (8) to apply.

(c) Any Lender electing to follow this Section (8) for a Loan Facility shall, at the time of such election, establish in writing and abide by a schedule for delivery of Export-Related Borrowing Base Certificates (with a minimum of monthly) and field examinations (with a minimum of semiannually) consistent with the terms of this Section (8) and Section 5.C.(5.) of the Fast Track Loan Authorization Agreement.

(d) This Section (8) only applies to determine the number of Export-Related Borrowing Base Certificates and field examinations required for a Loan Facility. All other Lender Obligations, including the content of such Export-Related Borrowing Base Certificates and field examinations, are not altered by the determinations made in this Section (8).

(e) Before changing the Export-Related Borrowing Base Certificate and field examination schedule as permitted by this Section (8), Lender shall so notify Ex-Im Bank in writing and affirm its adherence to the alternative field examination schedule stated in Section 5.C.(5.) of the Fast Track Lender Authorization Agreement.

(f) As soon as Lender determines in its regular course of business that the applicable credit risk ratings have fallen below the thresholds mentioned, Lender shall so notify Ex-Im Bank in writing and immediately revert to the regular standards stated in Sections 4.06(a) and 4.08(a) of the Master Guarantee Agreement and Section 5.C.(5.) of the Fast Track Lender Authorization Agreement as of the next due Borrowing Base Certificate and field examination in accordance with the terms of such sections.

(9) Location of Records and Availability for Examination. Lender shall notify Ex-Im Bank in writing if any Loan Documents with respect to a Loan Facility are moved from the location indicated in the Fast Track Loan Authorization Agreement. Such notice shall be sent within five (5) Business Days of any such move and shall identify the new location of the Loan Documents. At the request of Ex-Im Bank, Lender shall deliver to Ex-Im Bank or gather together at the location indicated in the Fast Track Loan Authorization Agreement (or another

location agreed upon with Ex-Im Bank) for review by Ex-Im Bank all Loan Documents and records relating to Loan Facilities established in accordance with this Agreement.

(10) Military and Nuclear Items. Lender may not make a Credit Accommodation under any Loan Facility which is used to finance the sale of (a) Items directly or indirectly destined for use by any military organization, (b) defense articles or services or Items otherwise designed primarily for military use (regardless of the nature or actual use of the Items) or (c) Items to be used in the construction, alteration, operation or maintenance of nuclear power, enrichment, reprocessing, research or heavy water production facilities.

(11) Modification, Suspension and Termination. Ex-Im Bank reserves the right to delete, modify or supplement any term or condition of this Agreement effective thirty (30) calendar days after written notice is sent by Ex-Im Bank to Lender; provided that such deletion, modification or supplement shall not affect the validity and continued effectiveness of the Guarantee for any Loan Facility entered into prior to such deletion, modification or supplement. By written notice to Lender, Ex-Im Bank may also immediately suspend Lender's rights to make Credit Accommodations supporting exports to certain countries in the event Ex-Im Bank does not receive appropriations to fund its activities in or is prohibited by law from supporting exports to such countries; provided that such suspension shall not affect the validity and continued effectiveness of the Guarantee for any Credit Accommodation made prior to such suspension. Either Lender or Ex-Im Bank may terminate this Agreement for any reason upon thirty (30) calendar days written notice; provided that such termination shall not affect the validity and continued effectiveness of the Guarantee for any Loan Facility issued prior to such termination. Additionally, Ex-Im Bank may terminate this Agreement for Cause (as defined below) immediately upon written notice to Lender; provided that any such termination shall not affect the validity and continued effectiveness of the Guarantee for any Credit Accommodation made prior to such termination. For purposes of this Agreement, "Cause" shall mean: (a) a determination by Ex-Im Bank in its reasonable judgment that (i) Lender has acted in a fraudulent manner or with intentional misconduct in connection with any Loan Facility under this Agreement, (ii) Lender has made any Underwriting Recommendation or administered a Loan Facility in a manner which violates the requirements of the Master Guarantee Agreement or this Agreement, or (iii) the continued financial viability of Lender has become questionable; (b) Lender has failed to make an Underwriting Recommendation for a period of twelve (12) months; or (c) Lender has failed to designate at least two (2) Authorized Officers for a period of four (4) months.

(12) Miscellaneous. Article VI (Sections 6.01 – 6.10) of the Master Guarantee Agreement shall be incorporated by reference as if fully set forth herein with reference to "this Agreement" meaning this Agreement.

Please indicate your agreement to and acceptance of this Fast Track Lender Agreement by returning a duly executed original of this Agreement to Ex-Im Bank. A duplicate original of this Agreement, duly executed by Ex-Im Bank, is attached for your records.

EXPORT-IMPORT BANK OF THE UNITES STATES

By: _____
Pamela S. Bowers

Name: _____
Title: Vice President, Business Credit Division

811 Vermont Avenue, N.W.
Washington, D.C. 20571

Accepted and Agreed:

_____
Name of Lender

By: _____
(Signature)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Date of Acceptance: _____

Fast Track Lender Agreement Number: _____ - FTLA - 05 - ____ - _____

Issued in connection with:

Master Guarantee Agreement Number: _____- MGA - 05 - _____

Master Guarantee Agreement date: _____

ANNEXES:

Annex A - Pre-Commitment Worksheet
Annex B - Fast Track Loan Authorization Agreement
Annex C - Authorized Officer Designation Notice
Annex D - Economic Impact Certification