

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

FAST TRACK BORROWER AGREEMENT SUPPLEMENT

THIS FAST TRACK BORROWER AGREEMENT SUPPLEMENT (this "Supplement") is made and entered into by the entity identified as Borrower on the signature page hereof ("Borrower") in favor of the Export-Import Bank of the United States ("Ex-Im Bank") and the institution identified as Lender on the signature page hereof ("Lender").

RECITALS

Borrower has executed a Borrower Agreement dated the date hereof ("Borrower Agreement") for the benefit of Lender and Ex-Im Bank in connection with the establishment of the Loan Facility.

Borrower is required to comply with certain additional requirements that supplement its obligations under the Borrower Agreement as a condition to Lender entering into the Loan Facility pursuant to its Fast Track Lender Agreement with Ex-Im Bank. Borrower is executing this Supplement for the benefit of Lender and Ex-Im Bank in consideration for and as a condition to Lender's establishing the Loan Facility and Ex-Im Bank's agreement to guarantee such Loan Facility pursuant to the Master Guarantee Agreement.

NOW, THEREFORE, Borrower hereby agrees as follows:

1. Article I, Section 1.01 of the Borrower Agreement shall be amended as follows:

(a) A new definition of "Cash Collateral Account" shall be added as follows:

"Cash Collateral Account" shall have the meaning set forth in Section 2.07(c).

(b) A new definition of "Domestic Revolving Credit Facility" shall be added as follows:

"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) The definition of "Loan Documents" shall be deleted in its entirety and replaced with the following:

"Loan Documents" shall mean the Loan Authorization Agreement, the Loan Agreement, the Borrower Agreement, this Agreement, each promissory note (if applicable), each Guaranty Agreement, and all other instruments, agreements and documents now or hereafter executed by Borrower or any Guarantor evidencing, securing, guaranteeing or otherwise relating to the Loan Facility or any Credit Accommodations made thereunder.

(d) A new definition of "Lockbox" shall be added as follows:

"Lockbox" shall have the meaning set forth in Section 2.07(c).

2. Article II, Section 2.04(a) shall be deleted in its entirety and replaced with the following:

"2.04 Export-Related Borrowing Base Certificates and Export Orders. (a) In order to receive Credit Accommodations under the Loan Facility, Borrower shall have delivered to Lender an Export-Related Borrowing Base Certificate as frequently as required by Lender but at least within the past seven (7) calendar days unless Lender instructs Borrower otherwise, together with a copy of any Export Orders (or, for Revolving Loan Facilities, if permitted by Lender, a written summary of the Export Orders), unless Lender instructs Borrower otherwise. 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 supported by any Export Orders or summary of Export Orders at least once each week unless Lender instructs Borrower otherwise. Lender shall determine if daily electronic reporting reconciled monthly may substitute for weekly Export-Related Borrowing Base Certificates. If the Lender requires an Export-Related Borrowing Base Certificate at a different frequency, Borrower shall deliver such Export-Related Borrowing Base Certificate as required by Lender."

3. Article II, Section 2.05 shall be deleted in its entirety and replaced with the following:

"2.05 Schedules, Reports and Other Statements. With the delivery of each Export-Related Borrowing Base Certificate required in Section 2.04 above, Borrower shall submit to Lender in writing (a) an Inventory schedule and (b) an Accounts Receivable Aging Report, in each case covering the interval of time since the date of the prior Export-Related Borrowing Base Certificate, unless Lender requests otherwise. Borrower shall also furnish to Lender promptly upon request such information, reports, contracts, invoices and other data concerning the Collateral as Lender may from time to time specify."

4. A new Section 2.07(c) shall be added as follows:

"(c) 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(b) of the Master Guarantee Agreement."

5. Article II, Section 2.08 shall be deleted in its entirety and replaced with the following:

2.08 Repayment Terms. (a) Throughout the Loan Facility Term of a Revolving Loan Facility, Borrower shall insure that all proceeds of Export-Related Accounts Receivable and Export-Related Overseas Accounts Receivable shall be paid into a Lockbox or Cash Collateral Account and applied to reduce the Loan Facility Obligations in accordance with Section 2.07(c). The Borrower on a Revolving Loan Facility shall pay in full the outstanding Loan Facility Obligations no later than the first Business Day after the Final Disbursement Date unless such Loan Facility is renewed or extended by Lender consistent with procedures required by Ex-Im Bank.

(b) Throughout the Loan Facility Term of a Transaction Specific Loan Facility, all proceeds of Export-Related Accounts Receivable and Export-Related Overseas Accounts Receivable shall be paid into a Lockbox or Cash Collateral Account and applied to reduce the Loan Facility Obligations in accordance with Section 2.07(c). Unless a Transaction Specific Loan Facility or Transaction Specific Revolving Loan Facility is renewed or extended by Lender consistent with procedures required by Ex-Im Bank, Borrower shall pay in full all outstanding Loan Facility Obligations no later than the first Business Day after the Final Disbursement Date, except for Eligible Export-Related Accounts Receivables and Eligible Export-Related Overseas Accounts Receivable outstanding as of the Final Disbursement Date

and due and payable after such date, for which the principal and accrued and unpaid interest thereon shall be due and payable no later than the first Business Day after the date such Accounts Receivable are due and payable.

6. Article II, Section 2.12(b) shall be deleted in its entirety and replaced with the following:

“(b) Borrower agrees to facilitate Lender’s conduct of field examinations at Borrower’s facilities in accordance with the time schedule and content for such examinations that Lender requests. Such field examinations shall address at a minimum: (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 compliance with the terms of each of the Loan Documents. Such field examinations shall include an inspection and valuation of the Export-Related Inventory and Export-Related Overseas Inventory, a book audit of 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 Report and a review of Borrower’s compliance with the Lockbox and Cash Collateral Account requirements and 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 Export-Related Accounts Receivable or Export-Related Inventory derived from Indirect Exports are in the Export-Related Borrowing Base, Lender shall verify compliance with Section 2.15 herein, including taking a random sampling of ultimate foreign purchasers.”

7. Article II, Section 2.14 shall be deleted in its entirety and replaced with the following:

“2.14 Economic Impact Approval. (a) Borrower acknowledges that Capital Goods may be included as Items, and Export-Related Inventory, Export-Related Overseas Inventory, Export-Related Accounts Receivable and Export-Related Overseas Accounts Receivable in connection with the sale of such Capital Goods may be included in the Export-Related Borrowing Base only after an Economic Impact Approval is issued. Borrower shall first review all Items it proposes for inclusion in Section 4.A.(1.) of the Fast Track Loan Authorization Agreement to determine if any proposed Item meets the definition of a Capital Good. Borrower may request guidance from Ex-Im Bank regarding whether an Item is a Capital Good. Prior to allowing Lender to include any Capital Good as an Item in Section 4.A.(1.) of the Fast Track Loan Authorization Agreement, Borrower shall request and obtain from Ex-Im Bank an Economic Impact Approval regarding such proposed Items. Borrower shall abide by the terms of the Economic Impact Approval.

(b) Borrower shall provide Lender with a certification in the form of Annex B (an “Economic Impact Certification”) covering the Items stated in Section 4.A.(1.) of the Fast Track Loan Authorization Agreement prior to Lender including such Items in the Loan Authorization Agreement. Prior to Lender amending the Fast Track Loan Authorization

Agreement to include additional Items, Borrower shall provide Lender with an additional Economic Impact Certification covering such additional Items.”

8. Governing Law. This Supplement shall be governed by, and construed in accordance with, the law of the Borrower Agreement.

9. Partial Invalidity. If at any time any of the provisions of this Supplement becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, the validity nor the enforceability of the remaining provisions hereof shall in any way be affected or impaired.

10. Except as specified in this Supplement, all provisions of the Borrower Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Borrower has caused this Supplement to be duly executed as of the _____ day of _____, _____.

(Name of Borrower)

By: _____
(Signature)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

ACKNOWLEDGED:

(Name of Lender)

By: _____
(Signature), Senior V.P. or higher

Name: _____
(Print or Type)

Title: _____
(Print or Type)

By: _____
(Signature)

Name: _____
(Print or Type)

Title: _____
(Print or Type)