
**MASTER GUARANTEE AGREEMENT
FOREIGNCURRENCY SUPPLEMENT
(Medium Term Credits-Electronic Compliance Program)**

dated as of 20__

between

[LENDER],
as Lender

and

EXPORT-IMPORT BANK OF THE UNITED STATES

Master Guarantee No. ____-M

LENDER INFORMATION SHEET
(Master Guarantee Number ____-M)

(1) Full Name of Lender:

(2) Type of Entity (*e.g.*, corporation, partnership, etc.):

(3) Jurisdiction of Organization of Lender and, if different, its ultimate parent company (*i.e.*, where incorporated or equivalent):

(4) Notice Information:

Unless otherwise specified in a notice delivered in accordance with Section 10.02 of this Agreement, all notices to the Lender shall be delivered to the following address:

Address: _____

Attention: _____

Fax: _____

Telephone: _____

Telex: _____

E-Mail _____

(5) Master Guarantee Agreement

This Master Guarantee Agreement Foreign Currency Supplement supplements the Master Guarantee Agreement (Medium Term Credits) between the Lender and the Export-Import Bank of the United States identified below:

Dated as of: _____

MGA No.: _____

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- Annex A – Form of Request for Ex-Im Bank Foreign Currency Approval
 - Exhibit A-1 – Form of Fee Letter
- Annex B – Form of Ex-Im Bank Foreign Currency Approval (Medium Term Credits)
- Annex C – Conditions Precedent – Medium Term Foreign Currency Credits
 - Exhibit C-1 – Form of Exporter’s Certificate
 - Exhibit C-2 – Form of Request for Disbursement Approval (Foreign Currency)
- Annex D – Form of Assignment of Credit (Foreign Currency)
- Annex E – Form of Payment Certificate (Foreign Currency)

THIS MASTER GUARANTEE AGREEMENT FOREIGN CURRENCY SUPPLEMENT (Medium Term Credits - Electronic Compliance Program) dated as of _____, 20__, is made by and between the LENDER specified on the Lender Information sheet preceding the table of contents to this Agreement, and the EXPORT-IMPORT BANK OF THE UNITED STATES, an agency of the United States of America (“Ex-Im Bank”).

BACKGROUND

WHEREAS:

(A) the Lender intends to establish medium term financing Credits, pursuant to which the Lender shall extend financing in a Foreign Currency or Foreign Currencies guaranteed by Ex-Im Bank for the benefit of Borrowers approved by Ex-Im Bank under transactions, each of which: (i) shall provide for the purchase of Goods and/or Services in the United States for export to the Borrower's Country; (ii) may provide for the purchase of Local Cost Goods and Services in the Borrower's Country; and (iii) may provide for the payment of the related Exposure Fees;

(B) the establishment of the Credits will facilitate exports from the United States to the Borrower's Country;

(C) a condition to the Lender's extension of such Credits is the availability of the Foreign Currency Guarantee; and

(D) the Lender and Ex-Im Bank have entered into a Master Guarantee Agreement (Medium Term Credits-Electronic Compliance Program), dated as of the date specified in Section 5 of the Lender Information Sheet and identified by the “Master Guarantee No.” specified therein, including any Schedule, Annex, Exhibit or other attachment thereto, as amended or otherwise modified from time to time, the (“Master Guarantee Agreement” or the “MGA”), pursuant to which, upon satisfaction of the terms and conditions set forth therein, Ex-Im Bank will issue Comprehensive Guarantees with respect to certain export financing Credits that the Lender then intends to establish; and

(E) a condition to the issuance of the Foreign Currency Guarantee with respect to each Credit is the satisfaction of the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

SECTION 1. DEFINITIONS AND PRINCIPLES OF CONSTRUCTION

1.01 Defined Terms. Capitalized terms used herein shall be defined as provided in this Section 1, or, if not defined here, shall be defined as provided in Section 1 of the Master Guarantee Agreement. For the purposes of this Agreement, the following terms shall have the meanings specified below:

“Authorization Exchange Rate” shall mean, as to a specific Credit, the rate of exchange between U.S. Dollars and the designated Foreign Currency on, or at the rate set forth in, the Dollar Exchange Market on or about the date of the authorization of the transaction by Ex-Im Bank. The Authorization Exchange Rate shall be determined by Ex-Im Bank in its sole discretion, and shall apply to the calculation of the Foreign Currency Denominated Exposure Fee and Commitment Fee for Transactions arising out of Foreign Currency Denominated Supply Contracts. The Authorization Exchange Rate, if applicable, shall be set forth in the Ex-Im Bank Approval Letter.

“Claim Payment” shall mean any payment, by Ex-Im Bank, on a claim submitted by Lender pursuant to Section 8 of this MGA Foreign Currency Supplement.

“Claim Payment Date” shall mean the date on which Ex-Im Bank makes a Claim Payment. A Claim Payment is made as of the date of the wire transfer of such payment, or the date the check for such Claim Payment is deposited in the mail or given to a private mail delivery service for delivery to Lender, as the case may be.

“Claim Payment Exchange Rate” shall mean the rate of exchange between U.S. Dollars and the Foreign Currency actually utilized by Ex-Im Bank within 5 business days prior to the Claim Payment Date to purchase the Foreign Currency to make the Claim Payment on the Claim Payment Date. However, if the Claim Payment is made by using U.S. Foreign Currency reserves, or the Foreign Currency units purchased to make the Claim Payment are purchased more than 5 business days prior to the Claim Payment Date, then the Claim Payment Exchange Rate shall be the rate of exchange between U.S. Dollars and the Foreign Currency on or at the rate of exchange set forth in the Dollar Exchange Market as of the close of business on the Claim Payment Date.

“Disbursement Cap” shall mean a ceiling on the amount of the Foreign Currency Guarantee for guarantee transactions arising from Dollar Denominated Supply Contracts. The Disbursement Cap shall be determined by Ex-Im Bank in its sole discretion, and shall be set forth in the Ex-Im Bank Foreign Currency Approval.

"Disbursement Date" shall mean, in relation to any Disbursement, the Business Day on which the Lender shall make such Disbursement.

“Disbursement Exchange Rate” shall mean the rate of exchange, between U.S. Dollars and the Foreign Currency, actually utilized by the Lender (or, in the case of L/C Payments, the L/C Bank), within 5 business days prior to the Disbursement Date, to purchase Dollars with which to make a Disbursement on the Disbursement Date. However, if the Disbursement is made using U.S. Dollars reserves, or the U.S. Dollars purchased to make the Disbursement are purchased more than 5 business days prior to the Disbursement Date, then the Disbursement Exchange Rate shall be the rate of exchange between the U.S.

Dollar and the Foreign Currency on or at the rate of exchange set forth in the Dollar Exchange Market as of the close of business on the Disbursement Date.

“Dollar Denominated Supply Contract” shall mean a Supply Contract denominated in U.S. Dollars.

“Dollar Exchange Market” shall mean the rate of exchange between U.S. Dollars and the Foreign Currency as reported by the Federal Reserve on the Federal Reserve web site located at www.federalreserve.gov. Alternatively, at the discretion of Ex-Im Bank, the Dollar Exchange Market for an individual transaction may be a publicized foreign exchange market designated in the Ex-Im Bank Approval for such transaction as the market by which the Claim Payment Exchange Rate and the Disbursement Exchange Rate shall be determined.

“Foreign Currency” shall mean the official currency of either a country other than the United States, or of the European Union. The Foreign Currency for a specific Credit shall be the Foreign Currency so designated in the Ex-Im Bank Foreign Currency Approval.

“Foreign Currency Denominated Exposure Fee” shall mean the Exposure Fee to be paid for a guarantee Transaction arising out of a Foreign Currency Denominated Supply Contract. The Foreign Currency Denominated Exposure Fee is always paid to Ex-Im Bank in U.S. Dollars and is calculated as set forth in Article 3.02.

“Foreign Currency Denominated Supply Contract” shall mean a Supply Contract denominated in a Foreign Currency.

“Foreign Currency Denominated Total Financed Amount” shall mean the amount specified as such in the relevant Ex-Im Bank Foreign Currency Approval for each Transaction. This figure shall express the Financed Portion of the Foreign Currency Denominated Supply Contract, with the total Foreign Currency Denominated Exposure Fee converted to a Foreign Currency amount at the Authorization Exchange Rate.

“Foreign Currency Equivalent” shall mean the amount of the Foreign Currency that would be required to purchase, at the Disbursement Exchange Rate, a specified amount of Dollars on a specified conversion date.

“Foreign Currency Guarantee” shall mean a Comprehensive Guarantee (unless the relevant Ex-Im Bank Approval shall indicate that it is a Political Risk Guarantee), and shall otherwise have the meaning set forth in Section 4.01.

“Reference Rate” shall mean a publicized rate of interest designated in the Ex-Im Bank Approval for each Transaction as the appropriate reference rate (i.e. a base rate similar to LIBOR, or Prime) in the Foreign Currency. The specific numerical rate applied in any transaction shall be the Reference Rate quoted by the publisher of the Reference Rate at approximately 11:00 a.m. (in the time zone of the City in which the Reference Rate is based) two Business Days prior to the first day of the Interest Period in question for a

period comparable to such Interest Period and in an amount comparable to the principal amount upon which interest is to be paid during such Interest Period.

“U.S. Dollar Equivalent” shall mean the amount of U.S. Dollars that would be required to purchase, on, or at the rate set forth in, the Dollar Exchange Market, a specified amount of Foreign Currency on a specified conversion date.

1.02 Principles of Construction. The following principles of construction shall apply to this Agreement:

(a) The meanings set forth for defined terms in Section 1.01 or elsewhere in this Agreement shall be equally applicable to both the singular and plural forms of the terms defined.

(b) Unless otherwise specified, all references in this Agreement to Sections, Schedules, Annexes and Exhibits are to Sections, Schedules, Annexes and Exhibits in or to this Agreement.

(c) The headings of the Sections in this Agreement are included for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement. Any footnotes in this Agreement are for informational purposes only and shall not in any way affect the meaning or construction of any provision of this Agreement.

(d) Any provision of this Agreement that obligates the Lender to “require” a Borrower to do a specified act shall mean that the Lender is obligated to cause a duly authorized officer of the relevant Borrower to agree in writing that the Borrower will do such specified act.

(e) In the event of any inconsistency between the terms of the Ex-Im Bank Approval with respect to a Transaction and the terms of this Agreement or of any other agreement or instrument relating to the Transaction, as between the Lender and Ex-Im Bank the terms of such Ex-Im Bank Approval shall govern and shall supersede the terms hereof or thereof to the extent of such difference. In the event of any inconsistency between the terms of this Agreement and any other agreement or instrument relating to a Transaction (other than the terms of the relevant Ex-Im Bank Approval), as between the Lender and Ex-Im Bank the terms of this Agreement shall govern.

(f) To the extent not defined in this Agreement, all definitions set forth in the Master Guarantee Agreement shall apply to this Agreement, and to each of the Annexes and Exhibits hereto, as if set forth fully herein.

1.03 Construction With Master Guarantee Agreement. Whenever any provision of this Agreement incorporates provisions of the Master Guarantee Agreement by reference, in all cases:

(a) each reference to “this Agreement” or “the Agreement” in the Master Guarantee Agreement shall be deemed to refer to this Master Guarantee Agreement Foreign Currency Supplement;

(b) each reference to any Annex or Exhibit to an Annex therein shall be deemed to refer to the Foreign Currency version or such Annex of Exhibit annexed hereto.

(c) each reference in a provision of the Master Guarantee Agreement that is incorporated by reference herein to another provision of the Master Guarantee Agreement incorporated by reference herein shall be deemed to refer to such other provision as incorporated by reference herein.

SECTION 2. APPROVAL OF TRANSACTIONS; CREDIT AND DISBURSEMENT REQUIREMENTS

2.01 Applications and Approvals.

(a) Request for Ex-Im Bank Approval. Ex-Im Bank will consider approval of a Foreign Currency Guarantee with respect to each proposed financing transaction for which the Lender has submitted, pursuant to Section 2.01(a) of the Master Guarantee Agreement, a fully completed application in the form of Annex A to this Agreement (“Request for Ex-Im Bank Approval-Foreign Currency (Medium Term Credits)”), together with any other materials required pursuant to such Section 2.01(a), and a fully completed Ex-Im Bank “Preliminary Commitment and Final Commitment Application Form” (“Ex-Im Bank Application”); provided that such proposed financing transaction satisfies the terms and conditions provided herein, including, without limitation, the Guarantee eligibility requirements set forth in Section 3. A Foreign Currency Guarantee of the relevant Credit with respect to each Transaction shall be evidenced by Ex-Im Bank's issuance, pursuant to Section 2.01(b) of the Master Guarantee Agreement, of an Ex-Im Bank Foreign Currency Approval in the form of Annex B to this Agreement.

(b) Ex-Im Bank Approval (Medium Term Credits). A Guarantee of the relevant Credit with respect to each transaction approved by Ex-Im Bank (each, a “Transaction”) consisting of the sale of Goods and Services to be exported from the United States to a Purchaser by an Exporter (or Exporters) in one or more shipments (and of any related sale of Special Ancillary Services or Local Cost Goods and Services) which is to be financed under such Credit, shall be evidenced by Ex-Im Bank's issuance of a letter of approval in the form of Annex B hereto (such letter, or any amended version of such letter, including any amendment made in accordance with Section 10.06(b) of the Master Guarantee Agreement, an “Ex-Im Bank Foreign Currency Approval (Medium Term Credits)”. Any modifications Ex-Im Bank requires with respect to any Transaction shall be set forth in the Ex-Im Bank Foreign Currency Approval with respect to such Transaction.

2.02 Credit and Disbursement Requirements.

(a) Each of the credit and disbursement requirements set forth in Section 2.02 to 2.09 of the Master Guarantee Agreement (except Section 2.04(b)(ii) pertaining to interest due to Ex-Im Bank on overdue payments) shall apply to any Transaction under this Agreement as if set forth in full herein.

(b) The Note(s) evidencing the Credit must at all times equal or exceed the aggregate of the Foreign Currency Equivalent(s) of all prior Disbursements. In the event that a Disbursement will cause such aggregate of the Foreign Currency Equivalent(s) of all prior Disbursements to exceed the principal face amount of the Note(s), then, prior to the Disbursement at issue, the Lender must obtain a substitute or additional Note which will comply with this Sub-section.

(c) To the extent that the Ex-Im Bank form of Global Note may be used to evidence a Borrowers obligation in accordance with the terms of this Agreement and the relevant Ex-Im Bank Foreign Currency Approval, the Lender shall have the option of using such Global Note to evidence one or more Disbursements, or a Single Disbursement Note to evidence each Disbursement.

SECTION 3. GUARANTEE ELIGIBILITY REQUIREMENTS

3.01 Guarantee Eligibility Requirements. Each of the guarantee eligibility requirements set forth in Section 3 of the Master Guarantee Agreement, with the exception of Subsection 3.06, shall apply to any Transaction under this Agreement as if set forth in full here.

3.02 Exposure Fee and Foreign Currency Denominated Exposure Fee. The Exposure Fee for all Transactions shall always be paid to Ex-Im Bank in U.S. Dollars. The amount of the Foreign Currency Denominated Exposure Fee shall be calculated by: (a) determining the portion of the Disbursement, in the Foreign Currency, which represents the Financed Portion of the Supply Contract; (b) converting that Foreign Currency amount into U.S. Dollars, at the Authorization Exchange Rate; and, (c) then multiplying the resultant amount by the Exposure Fee percentage.

3.03 Amount Subject to the terms and conditions of the Master Guarantee Agreement, this Agreement, the relevant Ex-Im Bank M/T Credit Agreement (if any) and the relevant Ex-Im Bank Foreign Currency Approval, the Foreign Currency Guarantee shall cover each Disbursement up to the following maximum amounts:

(a) an amount equal to the lesser of (i) eighty-five percent (85%), (ii) the U.S. Content Percentage and (iii) the Disbursement Percentage (if any), in each case, of the invoice value of Goods and Services to be financed by such Disbursement; plus

(b) the Local Cost Financed Portion of Local Cost Goods and Services to be financed by such Disbursement; plus

(c) an amount equal to 100% of the Exposure Fee on the amounts disbursed pursuant to (a) and (b) above.

SECTION 4. THE FOREIGN CURRENCY GUARANTEES

4.01 The Foreign Currency Guarantee. If the Ex-Im Bank Foreign Currency Approval of a Credit indicates that Ex-Im Bank's Guarantee is a "Foreign Currency Guarantee", Ex-Im Bank guarantees payment of the Guaranteed Amount of each Credit in the Foreign Currency, subject to the Disbursement Cap, if applicable, and to the terms and conditions set forth in this Agreement, the Master Guarantee Agreement and the relevant Ex-Im Bank Foreign Currency Approval (the "Guarantee" or the "Foreign Currency Guarantee"). In no event shall the liability of Ex-Im Bank hereunder with respect to any Credit established for any Transaction exceed the Guaranteed Amount for such Credit. Such a Foreign Currency Guarantee prohibits Lender from making a Claim, (and prohibits Ex-Im Bank from making a Claim Payment) for the relevant Credit in any currency other than the Foreign Currency, unless both parties shall agree to such a payment in writing.

4.02 Coverage of the Guarantees. The Foreign Currency Guarantee for each Credit shall extend to the following amounts, each of which shall be expressed in the Foreign Currency (collectively, the "Guaranteed Amount"):

(a) with respect to the full Credit:

(i) as to Transactions arising out of Dollar Denominated Supply Contracts, that portion of the disbursed and outstanding principal amount of each Note or Note Series that evidences the Foreign Currency Equivalent of Disbursements with respect to which Ex-Im Bank has issued one or more Disbursement Approvals, *provided* that in no event shall the liability of Ex-Im Bank under this clause 4.02(a)(i) with respect to any Notes or Note Series pertaining to the Credit exceed the aggregate of the Foreign Currency Equivalent of all Disbursements equal to the Total Financed Amount for such Credit; and,

(ii) as to Transactions arising out of Foreign Currency Denominated Supply Contracts, that portion of the disbursed and outstanding principal amount of each Note or Note series that evidences the Disbursements with respect to which Ex-Im Bank has issued one or more Disbursement Approvals, *provided* that in no event shall the liability of Ex-Im Bank under this clause 4.02(a)(ii) with respect to any Note or Note Series pertaining to the Credit exceed the Foreign Currency Denominated Total Financed Amount for such Credit.

For purposes of calculating the amount of the Credit and the Guaranteed Amount with respect to Transactions arising out of Foreign Currency Denominated Supply Contracts, the amount of the Exposure Fee shall be the amount of the applicable Foreign Currency Denominated Exposure Fee, converted to the Foreign Currency at the Authorization Exchange Rate;

(b) interest on the principal amounts described in Section 4.02(a) above, accrued at the Guaranteed Interest Rate to the scheduled payment dates thereof; and

(c) interest on any due and unpaid amounts described in Sections 4.02(a) and 4.02(b) above, accrued at the Guaranteed Interest Rate from the scheduled payment dates thereof to the date of actual payment thereof.

4.03 The Disbursement Cap. Notwithstanding the foregoing Section 4.02, as to Transactions arising out of Dollar Denominated Supply Contracts, in no event shall the Guarantee exceed the Disbursement Cap.

4.04 Payment of Guaranteed Amount. Ex-Im Banks Claim Payments to the Lender under the Foreign Currency Guarantee shall be made only in the Foreign Currency.

4.05 Payment Method. Ex-Im Bank's Claim Payments under any Foreign Currency Guarantee shall be made as set forth in Section 8 of this Agreement.

4.06 Guarantees - Binding Nature, Termination and Payment. Each of the provisions set forth in Sections 4.03 to 4.07 of the Master Guarantee Agreement, with respect to the binding nature of Ex-Im Banks Guarantee, certain rights to terminate any such Guarantee and Ex-Im Banks payments under a Guarantee, shall apply to any Foreign Currency Guarantee under this Agreement as if set forth in full here.

SECTION 5: ISSUANCE OF GUARANTEES

5.01 Issuance of Foreign Currency Guarantees. Each of the provisions set forth in Sections 5.01 to 5.04 of the Master Guarantee Agreement, with respect to terms and conditions relating to the issuance of guarantees, shall apply to any Transaction under this Agreement as if set forth in full herein.

SECTION 6. CONDITIONS PRECEDENT

6.01 Conditions Precedent to the Effectiveness of this Agreement. As conditions precedent to the effectiveness of this Agreement, Ex-Im Bank shall have received, in form and substance satisfactory to it, evidence of the authority (including specimen signatures) of each Person who, on behalf of the Lender, signed this Agreement, will sign the Requests for Ex-Im Bank Foreign Currency Approval, requests for Guarantees or other documents required by this Agreement, and will otherwise act as the Lender's representative in the performance of this Agreement.

6.02 Conditions Precedent. The Utilization of each Credit shall be subject:

(a) to the requirements of the Ex-Im Bank Foreign Currency Approval, including, without limitation, to the execution of either a Lender form of Credit Agreement or an Ex-Im Bank M/T Credit Agreement, if required;

(b) to the satisfaction of each of the conditions precedent, if any, set forth in the Ex-Im Bank Foreign Currency Approval with respect to such Credit; and

(c) to the satisfaction of each of the conditions precedent set forth in the Credit Agreement, if

any, for each Transaction.

SECTION 7. COMMITMENT FEES AND PAYMENT METHOD

7.01 Commitment Fees and Payment Method. The provisions set forth in Sections 7.01 to 7.02 of the Master Guarantee Agreement, with respect to the payment of Commitment Fees shall apply to all Transactions under this Agreement as if set forth in full here. Notwithstanding the preceding sentence: a) as to Transactions arising out of Dollar Denominated Supply Contracts, the Commitment Fee shall be paid on the undisbursed and uncanceled balance, from time to time, of the Total Financed Amount; and, b) as to Transactions arising out of Foreign Currency Denominated Supply Contracts, the Commitment Fee shall be paid on the undisbursed and uncanceled balance, from time to time, of the Foreign Currency Denominated Total Financed Amount, converted into U.S. Dollars at the Authorization Exchange Rate.

SECTION 8. CLAIM PROCEDURES

8.01 Claim Procedures Generally. Subject to the provisions of this Section 8 set forth below, the terms and conditions of Section 8 (Claim Procedures) of the Master Guarantee Agreement apply to any Transaction under this Agreement as if set forth in full here.

8.02 Ex-Im Bank Election of Claim Payment Method. Notwithstanding Sections 4.08 and 8.05 (c) and (d) of the Master Guarantee Agreement, Ex-Im Bank may, at its sole option, satisfy the Lenders Claim demand by either the Accelerated Payment Method or the Installment Payment Method.

8.03 Conversion of Borrower's Obligation After Payment by Ex-Im Bank.

(a) As of the date of the first Claim Payment by Ex-Im Bank the principal amount of the Note or Notes, all outstanding interest on such principal amount and all other amounts owed on the Note or Notes shall be automatically converted to their respective U.S. Dollar Equivalent, at the Claim Payment Exchange Rate, and: if a Floating Rate obligation, shall thereafter bear interest at the rate of Special Libor plus Two percent (2%) per annum for each applicable period; and, if a Fixed Rate obligation, shall thereafter bear interest at a rate equal to Special Libor, as of the Claim Payment Date, plus Two percent (2%) per annum.

(b) Upon the written request of Ex-Im Bank, Borrower shall issue and deliver to Ex-Im Bank, in exchange for any Note or Notes previously issued to Lender, a new Note or Notes denominated in United States Dollars in the principal amount(s) and bearing interest as set forth in Section 8.03(a) above. Each such new Note or Notes shall duplicate the tenor of the Note or Notes surrendered, and shall otherwise conform to the requirements of Ex-Im Bank.

SECTION 9. UNDERTAKINGS OF THE LENDER

9.01 Undertakings. The Lender agrees that so long as Ex-Im Bank remains liable under this Agreement, each of the Lenders undertakings set forth in Section 9 of the Master Guarantee Agreement (including, without limitation, the indemnity obligations set forth in Section 9.07 of the Master Agreement) shall apply to any Transaction under this Agreement as if set forth in full herein. The Lender will not, without Ex-Im Bank's prior written consent, assign or otherwise transfer any of its other rights, duties or responsibilities under this Agreement, except that the foregoing shall not restrict an assignment or transfer by operation of law. Nothing in this Section 9.01 is intended to restrict or otherwise limit the Lender's right to assign or otherwise transfer any Note or to grant participations therein.

SECTION 10. MISCELLANEOUS

10.01 Governing Law; Waiver of Jury Trial.

(a) THIS AGREEMENT, INCLUDING ALL PROVISIONS INCORPORATED HEREIN BY REFERENCE TO OTHER DOCUMENTS, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK, U.S.A.

(b) FOR THE PURPOSES OF THIS AGREEMENT, EACH OF THE LENDER AND EX-IM BANK HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OR OMISSIONS OF ANY PARTY HERETO, OR ANY OTHER PERSON, RELATING TO THIS AGREEMENT.

10.02 Notices. Except as otherwise specified, all notices given hereunder shall be in writing in the English language, shall include the Master Guarantee Agreement number and the applicable Ex-Im Bank Transaction Number (if any) and shall be given by mail, telefax, tested telex or personal delivery and deemed to be given for the purposes of this Agreement on the day that such notice is received by the intended recipient thereof. Unless otherwise specified in a notice delivered in accordance with this Section 10.02, all notices to the Lender shall be delivered to the address specified on the Lender Information Sheet, and all notices to Ex-Im Bank, any Noteholder or any Certificate Holder shall be delivered to the address specified in Section 10.02(b), (c) and (d) of the Master Guarantee Agreement, respectively.

10.03 Benefit of Agreement. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto.

10.04 Entire Agreement. This Agreement, along with the Master Guarantee Agreement and the Ex-Im Bank Foreign Currency Approval with respect to each Transaction contain the entire agreement between the parties hereto regarding the Foreign Currency Guarantee of the relevant Credit with respect to such Transaction. This Agreement, along with the Master Guarantee Agreement, and the Master Guarantee

Agreement Supplement (Political Risk Guarantees), if any, contain the entire agreement between the parties hereto regarding all other matters relating to Ex-Im Bank's Guarantees.

10.05 Amendment or Waiver. Except for the terms and conditions of Section 10.06 and this Section 10.05, Ex-Im Bank may change any of the terms and conditions of this Agreement. Ex-Im Bank shall notify the Lender of any such action. Unless the Lender consents in writing, no such change shall affect any Transaction that shall have been approved by Ex-Im Bank prior to the date of such change. The Lender may not change this Agreement without the written consent of Ex-Im Bank. The Lender may not waive any provision of this Agreement without the written consent of Ex-Im Bank. Each of the provisions set forth in Section 10.06(b) of the Master Guarantee Agreement, with respect to amendment or waiver of an Ex-Im Bank Approval and Ex-Im Banks granting of delegated authority to the Lender to make certain amendments, shall apply to any Transaction under this Agreement as if set forth in full herein.

10.06 Termination. In addition to any other discharge or termination provisions expressly provided herein, either the Lender or Ex-Im Bank may discharge or terminate this Agreement upon fifteen (15) days' prior written notice to the other party hereto; *provided* that such discharge or termination shall not affect any Transaction which shall have been approved by Ex-Im Bank prior to the date of such discharge or termination without the written consent of the parties hereto.

10.07 Counterparts. This Agreement may be signed in separate counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

10.08 Miscellaneous. Each of the provisions set forth in Section 10.03 10.08 and 10.09 of the Master Guarantee Agreement, with respect to calculations, Ex-Im Banks right to wholly or partly suspend or cancel Utilizations or a Credit and Ex-Im Banks right to rely on evidence of authority provided by the Lender, shall apply to any Transaction under this Agreement as if set forth in full herein.

10.09 English Language. All documents to be delivered by any party hereto pursuant to the terms hereof shall be in the English language, or if originally written in another language, shall be accompanied by an accurate English translation upon which the other parties hereto shall have the right to rely for all purposes under this Agreement.

10.10 Severability. To the extent permitted by applicable law, the illegality or unenforceability of any provision of this Agreement shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be duly executed and delivered as of the date first above written.

EXPORT-IMPORT BANK OF THE UNITED STATES

By: _____
(Signature)

Name: _____
(Print)

Title: _____
(Print)

[LENDER]

(Print Full Name of Lender)

By:¹ _____
(Signature)

Name: _____
(Print)

Title: _____
(Print)

Master Guarantee No. ____-M

¹ Provide for multiple signatures to the extent needed to bind the Lender.