

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

AFFILIATE GUARANTEE AUTHORIZATION AGREEMENT

THIS AFFILIATE GUARANTEE AUTHORIZATION AGREEMENT (this "Agreement") is made and entered into by and between the institution identified as Lender on the signature page hereof ("Lender") and the Export-Import Bank of the United States ("Ex-Im Bank").

RECITALS

Lender and Ex-Im Bank have entered into a Working Capital Guarantee Program Master Guarantee Agreement dated _____, _____ and identified as Master Guarantee Agreement No.: __-MGA-05-_____ (the "Master Guarantee Agreement"), Delegated Authority Letter Agreement No.: __-DALA-05-_____ (the "DALA") and Fast Track Lender Agreement No.: __-FTLA-05-_____ (Collectively, the "MGA Documents").

From time to time, Lender may enter into Loan Facilities under the MGA Documents.

Certain Affiliates or subsidiaries of Lender located in the United States which are identified and listed on Schedule I hereto (each a "Designated Affiliate") desire to undertake Lender Obligations, including to extend Credit Accommodations, under certain Loan Facilities as if they were Lender (each such Loan Facility, an "Affiliate Loan Facility").

Subject to the terms and conditions set forth below, Ex-Im Bank agrees that the MGA Documents may be extended to guarantee Affiliate Loan Facilities.

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

1. Defined Terms. Unless otherwise defined, capitalized terms used herein shall have the meanings given to them in the MGA Documents.
2. Terms and Conditions. Ex-Im Bank hereby agrees that Affiliate Loan Facilities shall be guaranteed by Ex-Im Bank pursuant to the MGA Documents, and Designated Affiliates may carry out Lender Obligations, including to extend Credit Accommodations, subject to the following terms and conditions:
 - a. Execution of Documents. The Loan Authorization Agreement for each Affiliate Loan Facility shall be executed and submitted by Lender. The Designated Affiliate, however, may execute all other Loan Documents and acknowledge the Borrower Agreement as if it were Lender under the MGA Documents.

b. Delegated Authority and Fast Track.

(i) For Affiliate Loan Facilities established pursuant to Lender's delegated authority under the DALA, Lender's execution of the Loan Authorization Notice shall evidence that Lender has reviewed the Affiliate Loan Facility and has determined in its reasonable judgment that the terms of the Affiliate Loan Facility satisfy the requirements of the MGA Documents.

(ii) Lender may only authorize Designated Affiliates that meet the criteria to be an Asset-Based Lending Division to carry out Lender Obligations for Loan Facilities approved under delegated authority with a Maximum Amount greater than Five Million Dollars (\$5,000,000), and for Loan Facilities approved under the Fast Track Lender Agreement.

c. Facility Fee. Lender shall pay or cause to be paid to Ex-Im Bank the Facility Fee for Affiliate Loan Facilities in accordance with the terms of the MGA Documents.

d. Obligations. Lender shall retain all Lender Obligations regarding Affiliate Loan Facilities and shall ensure that each Designated Affiliate complies with all Lender Obligations as if the Designated Affiliate were Lender under the MGA Documents. Lender shall have the responsibility to determine which Lender Designated Affiliates. Lender shall be held responsible for each Designated Affiliate's compliance with Lender Obligations regarding each Affiliate Loan Facility.

e. Notices. Any notice required to be sent to Ex-Im Bank pursuant to the MGA Documents or any request for Ex-Im Bank's consent shall be sent to Ex-Im Bank by Lender. Ex-Im Bank shall send any notice or document required to be sent by it under the MGA Documents to Lender only.

f. Examinations and Inspections. Lender shall ensure that the Designated Affiliate cooperates with Ex-Im Bank in connection with any review by Ex-Im Bank of the Loan Documents and any inspection or field examination by Ex-Im Bank related to an Affiliate Loan Facility as if the Designated Affiliate were Lender under the MGA Documents.

g. Claims.

(i) Any Claim made on Ex-Im Bank for payment on an Affiliate Loan Facility shall be submitted by Lender only. Any demand on Borrower or Guarantor under an Affiliate Loan Facility, however, may be made by the Designated Affiliate. In the event Ex-Im Bank approves the payment of a Claim on an Affiliate Loan Facility, Lender shall ensure that the Designated Affiliate complies with all of the terms and conditions of the MGA Documents as if the Designated Affiliate were Lender under the MGA Documents and cooperates with Ex-Im Bank in connection with any enforcement actions against Borrower, any Guarantor or the Collateral. Any Claim Payment and Lender's share of Recovery Proceeds under the MGA Documents with respect to an Affiliate Loan Facility shall be made to Lender only.

(ii) If Lender submits a Claim for payment on an Affiliate Loan Facility it shall include as an additional Claim Document under Section 5.01(b) of the Master

Guarantee Agreement a statement affirming that such Loan Facility is an Affiliate Loan Facility and the name of the Designated Affiliate(s) who carried out Lender Obligations under such Affiliate Loan Facility.

3. Additional Designated Affiliates. Upon the written consent of Ex-Im Bank, Lender may from time to time amend Schedule I to include additional Designated Affiliates.

4. Indemnification. Lender shall hold Ex-Im Bank harmless from and indemnify it against any and all liabilities, damages, claims, costs and losses incurred or suffered by Ex-Im Bank resulting from (a) any materially incorrect certification or statement knowingly made by the Designated Affiliate or its agent in connection with an Affiliate Loan Facility or (b) the Designated Affiliate's fraud, intentional misconduct or gross negligence in carrying out its obligations under any of the Loan Documents regarding an Affiliate Loan Facility. This provision shall survive the term of this Agreement and any Claim Payment.

5. Miscellaneous. Article VI (Sections 6.01 – 6.10) of the Master Guarantee Agreement is hereby deemed to apply to this Agreement on the same terms as applicable to the Master Guarantee Agreement except that Section 6.04 as applicable to this Agreement is hereby modified to read:

6.04 Modification of Agreement. This Agreement, the Affiliate Guarantee Authorization Agreement, the Loan Authorization Agreement, the Loan Documents and, to the extent applicable, the Delegated Authority Letter Agreement or Fast Track Lender Agreement constitute the complete agreement between the parties with respect to the subject matter hereof and thereof, supersede all prior agreements, commitments, understandings or inducements (oral or written, expressed or implied). This Agreement may not be modified, altered or amended except by a written agreement signed by Ex-Im Bank and Lender.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, in duplicate, as of the _____ day of _____, _____.

(Name of Lender)

EXPORT-IMPORT BANK OF THE UNITED STATES

By _____
(Signature)

By _____
(Signature)

Name _____
(Print or Type)

Name Pamela S. Bowers

Title _____
(Print or Type)

Title Vice President
Business Credit Division

Telephone _____

Telephone (202) 565-3780

Telefax _____

Telefax (202) 565-3793

SCHEDULE I

AFFILIATE GUARANTEE AUTHORIZATION AGREEMENT

LIST OF AUTHORIZED DESIGNATED AFFILIATES

<u>Designated Affiliate Name</u>	<u>Address</u>	<u>Telephone/Fax</u>	<u>Contact Name</u>
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