

**FORM OF REQUEST FOR EX-IM BANK FOREIGN CURRENCY APPROVAL  
(Medium Term Finance Lease)**

**Annex A**

\_\_\_\_\_

Export-Import Bank of the United States  
811 Vermont Avenue, N.W.  
Washington, D.C. 20571

Attention: Vice President - Responsible Division

Re: Master Guarantee Agreement – Finance Lease (Medium Term Credits - Electronic Compliance Program) dated as of \_\_\_\_\_, \_\_\_\_\_, as amended from time to time (the “MGA”) between [Lessor] (the "Lessor") and the Export-Import Bank of the United States ("Ex-Im Bank"), identified as MGA No. \_\_\_\_\_-F; and MGA Foreign Currency Supplement – Finance Lease (Medium Term Credits) between the same parties.

Ladies and Gentlemen:

The undersigned Lessor hereby requests approval of a Foreign Currency Guarantee under the subject MGA Foreign Currency Supplement for the proposed Transaction described in the attached Ex-Im Bank Application (or an attached copy of such Ex-Im Bank Application if it was previously delivered to Ex-Im Bank).

This credit will be denominated in \_\_\_\_\_ [insert the Foreign Currency]

The Lessor requests that the following source be used as the “Dollar Exchange Market” for this transaction: \_\_\_\_\_. [The Lessor must define and describe the source that the Lessor anticipates using for obtaining the necessary foreign exchange. The source can be a bank, a bidding process among a group of banks, or even a publication that simply reports exchange rates. Ex-Im Bank anticipates being flexible with regard to the Lessor’s choice of “Dollar Exchange Market”, but in any event, such market must be described with sufficient detail to adequately identify and define it in a legal document.]

1. Documentation. The proposed Transaction will be evidenced by a Lease Agreement and Lease Supplement or Lease Supplements, denominated in the Foreign Currency designated above, as follows: [choose one]:

One Lease Supplement under a Lease Agreement or

Multiple Lease Supplements under a Lease Agreement.

2. Lease Agreement. The form of the Lease Agreement for the proposed Transaction [choose one]:

Has been previously approved by Ex-Im Bank [attach form of Lease Agreement (including English translation), opinion letter in the form of Annex E and copy of Ex-Im Bank approval of form of Lease Agreement]; or

Has **not** been previously approved by Ex-Im Bank [attach form of Lease Agreement (including English translation) and opinion letter in the form of Annex E].

3. Type of Lease. The proposed Transaction will be a [choose one]:<sup>1</sup>

Finance Lease; or

Operating Lease.

4. Rent Payment Dates. Rent will be payable [choose one]:

Monthly; or

Quarterly; or

Semi-annually.

5. Rent: Rent will be calculated [choose one]:

Level Amortization Method; or

Level Rent Method.

6. Risk Coverage. The Ex-Im Bank Guarantee coverage will be a Comprehensive Foreign Currency Guarantee (coverage of commercial risk and political risk) – Finance Lease. [This may only be requested if the Lessor and Ex-Im Bank have entered into an MGA Finance Lease Foreign Currency Supplement]

7. Interest Rate. On each Rent Payment Date, the Lessee shall pay rent calculated to include interest on all amounts disbursed and outstanding from time to time under the Credit, calculated at the following interest rate per annum [select the appropriate boxes]:

a fixed interest rate of \_\_\_\_\_ percent per annum; or

a floating interest rate equal to the sum of (x) the Reference Rate (as defined in the MGA) plus (y) \_\_\_\_\_ percent per annum for each applicable Interest Period; or

the alternative floating interest Reference Rate described in the attachment hereto.<sup>2</sup>

8. Local Cost Goods and Services.

We hereby request that the Guarantee cover the financing of Local Cost Goods and Services in the manner specified by the MGA, and have attached hereto an explanation of the grounds for this request.

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<sup>1</sup> At this time, Ex-Im will consider only Finance Leases.

<sup>2</sup> In addition to stating the basis and spread, the attachment should include a description of how the basis is determined. A Reference Rate based on the Foreign Currency may be suggested, but must be regularly publicized and easily determinable.

- We do not request that the Guarantee cover the financing of Local Cost Goods and Services.

9. Additional Parties. In addition to Ex-Im Bank and the Lessor, the following Persons shall be party to the proposed Transaction:

- One or more Guarantors as indicated on the attached application.
- Other additional parties as indicated on the attached application.

10. Requested Special Conditions.

- We hereby request that, solely for purposes of the proposed Transaction, the sixty day billing period provided in the definition of "Interest Period" in the MGA be changed to a billing period of \_\_\_\_\_ days.
- We hereby request that, solely for purposes of the proposed Transaction, Section 10.03 of the MGA be modified to provide that [**choose one**]:
- All computations of interest and fees hereunder and under the Lease Agreement and Lease Supplement(s), with the exception of the Commitment Fee, shall be made on the basis of a year of 365 days and actual days elapsed; or
- All computations of interest and fees hereunder and under the Lease Agreement and Lease Supplement(s) shall be made on the basis of a year of 360 days and months of 30 days.
- We hereby request Ex-Im Bank support for Ancillary Services.
- We hereby request Ex-Im Bank support for Special Ancillary Services.
- We hereby request Ex-Im Bank support for the following special conditions or arrangements: \_\_\_\_\_.

11. Used Equipment. If the proposed Transaction supports any lease of used equipment, a Request for Ex-Im Bank Approval of Used Equipment accompanied by a Used Equipment Questionnaire has been previously submitted to Ex-Im Bank.

12. Certifications. We certify that neither the Lessor signing below, nor any of our Principals individually, have, within the past 3 (three) years, been (a) debarred, suspended, declared ineligible from participating in, or voluntarily excluded from participation in, a Covered Transaction (as defined in the Debarment Regulations, themselves defined below); (b) formally proposed for debarment, with a final determination still pending; (c) indicted, convicted or had a civil judgment rendered against us for any of the offenses listed in the Debarment Regulations; (d) delinquent on any amounts due and owing to the U.S. Government or its agencies or instrumentalities as of the date of execution of this certification; or we have received a written statement of exception from Ex-Im Bank permitting participation in this Covered Transaction despite an inability to make certifications (a) through (d) of this paragraph.

We further certify that we have not, and will not knowingly enter into any agreements in connection with the Goods and Services covered by the proposed Transaction with any person or entity who is debarred, suspended, declared ineligible or voluntarily excluded from participation in procurement or non-procurement transactions with any United States federal government department or agency pursuant to any of the Debarment Regulations.

“Debarment Regulations” refers to the U.S. Government-wide Non-procurement, Suspension and Debarment Regulations – Common Rule.

\* \* \*

We agree that the Guarantee shall be subject to all of the terms and conditions of the MGA and the Ex-Im Bank Approval for the subject Transaction. We also agree that in the event of any inconsistency between the terms of this Request for Ex-Im Bank Approval and such Ex-Im Bank Approval, the terms of such Ex-Im Bank Approval shall govern and shall supersede the terms hereof to the extent of such difference.

Unless otherwise provided herein, the defined terms used in this Request for Ex-Im Bank Approval shall have the respective meanings specified in the MGA.

[LESSOR]

By \_\_\_\_\_  
(Signature)

Name \_\_\_\_\_  
(Print)

Title \_\_\_\_\_  
(Print)

[Attachment]

**FORM OF FEE LETTER**

**Exhibit 1 to Annex A**

[Letterhead of Lessee]

Date \_\_\_\_\_

Export-Import Bank of the United States  
811 Vermont Avenue, N.W.  
Washington, DC 20571  
Attention: Vice President - Responsible Division

[Lessor]  
[Address of Lessor]

Re: Undertaking with Respect to Ex-Im Bank Commitment Fees

Ladies and Gentlemen:

On [date of Ex-Im Bank Application referred to below], [Lessor] (the "Lessor") submitted a "Preliminary Commitment and Final Commitment Application" form (the "Ex-Im Bank Application") to the Export-Import Bank of the United States ("Ex-Im Bank") in connection with the Lessor's proposal to extend lease financing to [Lessee] (the "Lessee"), to be guaranteed by Ex-Im Bank, in support of the lease of the goods and/or services described below (the "Goods and Services") having a Net Contract Price of U.S.\$ **[As to Transactions arising out of Foreign Currency Denominated Supply Contracts, enter a F.C. amount instead of a U.S.\$ Amount]**  
\_\_\_\_\_ <sup>1</sup>.

Description of Goods and Services:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ <sup>2</sup>

In order to induce Ex-Im Bank to provide its final commitment with respect to the transaction covered by the Ex-Im Bank Application, the Lessee hereby undertakes unconditionally that, if Ex-Im Bank issues a final commitment to provide its guarantee with respect to such transaction, the Lessee will pay or cause to be paid to Ex-Im Bank a guarantee commitment fee with respect to the transaction whether or not the transaction is consummated (including, without limitation, whether or not any lease agreement or lease supplement is executed). Ex-Im Bank's commitment fee shall be paid on the uncanceled and undisbursed balance of the export financing credit that the Lessor proposes to establish in connection with the transaction, at the rate per annum specified in the relevant notice of final commitment delivered by Ex-Im Bank to the Lessor. The commitment fee shall be computed on the basis of the actual number of days elapsed (including the first day but excluding the last), using a 360-day year, accruing from the date specified in the relevant final commitment notice from Ex-Im Bank detailing

<sup>1</sup> Provide "Contract Price" on Goods and Services listed in Item 17 of the Lessor's Ex-Im Bank Application.

<sup>2</sup> Provide "Goods and Services Description" on Goods and Services listed in Item 16 of the Lessor's Ex-Im Bank Application.

the Commitment Fee to the "Final Lease Delivery Date" specified in that notice. The commitment fee shall be payable on the dates specified in the notice.

The Lessee acknowledges and agrees that, unless the Lessee has canceled any remaining undisbursed balance of the export financing credit, Ex-Im Bank's commitment fee shall continue to accrue and become due and payable as described above during any period in which the Lessor's utilization of the Ex-Im Bank guaranteed facility is suspended.

This Undertaking with Respect to Ex-Im Bank Commitment Fees shall be governed by and construed and enforced in accordance with the laws of the State of New York.

Very truly yours,

[LESSEE]

By \_\_\_\_\_  
(Signature)

Name \_\_\_\_\_  
(Print)

Title \_\_\_\_\_  
(Print)

**FORM OF EX-IM BANK FOREIGN CURRENCY APPROVAL  
(Medium Term Finance Lease)**

**Annex B**

\_\_\_\_\_ , \_\_\_\_\_

[Lessor]  
[Address of Lessor]

Re: MGA No. \_\_\_\_\_-F  
Ex-Im Bank Transaction No. \_\_\_\_\_ - [Country]

Ladies and Gentlemen:

The Export-Import Bank of the United States (“Ex-Im Bank”) hereby approves a Foreign Currency Guarantee to be issued under the Master Guarantee Agreement – Finance Lease (Medium Term Credits – Electronic Compliance Program), dated as of \_\_\_\_\_, as amended from time to time (the “MGA”) and the Master Guarantee Agreement Foreign Currency Supplement (Medium-Term Finance Lease) dated as of \_\_\_\_\_ between the same parties (the “MGA Foreign Currency Supplement”) between [Lessor] and Ex-Im Bank, for the Transaction described in your application dated \_\_\_\_\_, \_\_\_\_\_, on the basis set forth below.

**1. Participants<sup>1</sup>**

\$ Lessee: \_\_\_\_\_  
\$ Lessee’s Country: \_\_\_\_\_  
\$ Guarantor: \_\_\_\_\_  
\$ User: \_\_\_\_\_<sup>1</sup>  
\$ User’s Country: \_\_\_\_\_  
\$ Exporter(s): \_\_\_\_\_  
\$ Local Cost Provider: \_\_\_\_\_  
\$ Ancillary Services Provider: \_\_\_\_\_

**2. Goods and/or Services**

\$ Exporter:<sup>2</sup> \_\_\_\_\_  
\$ Supply Contract(s) Ref. Number(s): \_\_\_\_\_  
\$ Value of Supply Contract(s)  
(in US\$ or For. Curr.): \_\_\_\_\_  
\$ Goods and/or Services Provided: \_\_\_\_\_

<sup>1</sup> Include references to Local Cost Provider and/or Ancillary Services Provider if approved by Ex-Im Bank.

<sup>1</sup> The User will be the Lessee and the User’s Country will be the Lessee’s Country unless the user of the Goods and Services is a different entity, or is in a different location, than the Lessee.

<sup>2</sup> Provide the requested information with respect to each Exporter. Please note that multiple Supply Contracts involving the same parties (i.e., the Exporter and Purchaser are identical in each) may be aggregated. Ex-Im Bank will not generally aggregate Supply Contracts involving affiliated Exporters (i.e., related, but legally distinct, companies).

\$ [Ancillary Services Provider: \_\_\_\_\_  
 \$ Supply Contract(s) Ref. Number(s): \_\_\_\_\_  
 \$ Value of Supply Contract(s) \_\_\_\_\_  
 (in US\$ or For. Curr.): \_\_\_\_\_  
 \$ Ancillary Services Provided: \_\_\_\_\_  
  
 \$ [Local Cost Provider: \_\_\_\_\_  
 \$ Local Cost Provider Supply \_\_\_\_\_  
 Contract(s) Ref. Number(s): \_\_\_\_\_  
 \$ Value of Supply Contract(s) \_\_\_\_\_  
 (in US\$ or For. Curr.): \_\_\_\_\_  
 \$ Local Cost Goods \_\_\_\_\_  
 and Services Provided: \_\_\_\_\_]

**3. Terms of Ex-Im Bank Guarantee**

\$ Financing Type: Medium Term Finance Lease - Foreign Currency.  
 \$ Foreign Currency: \_\_\_\_\_  
 \$ Dollar Exchange Market \_\_\_\_\_ [The  
 Lessor must identify and describe the “Dollar Exchange Market” in the Annex A Letter. If such  
 market is satisfactory to Ex-Im Bank, then that market should be identified here in the Annex B  
 letter with sufficient detail to identify it. There is no “automatic” or “default” Dollar Exchange  
 Market, so something must be identified.]  
 \$ Amount of Principal Guaranteed: **[As to Dollar Denominated Supply Contracts:** “Subject to  
 the Lease Delivery Cap, the aggregate of the Foreign Currency Equivalent of each Lease  
 Delivery, of U.S.\$ [insert Total Financed Amount]” **[As to Foreign Currency Denominated  
 Supply Contracts:** “[insert Foreign Currency Denominated Total Financed Amount]”  
 \$ Lease Delivery Cap: [This applies to Dollar Denominated Supply Contracts  
 only. Insert a Foreign Currency amount equal to the Total Financed Amount and add an  
 appropriate margin to account for foreseeable depreciation of the Foreign Currency.].  
 \$ Types of Guarantee Risk Coverage \_\_\_\_\_  
 and Credit: Comprehensive Foreign Currency Guarantee  
  
 \$ Type of Lease [choose one]:<sup>2</sup>  
 \_\_\_ Finance Lease  
 \_\_\_ Operating Lease  
 \$ Reference Rate of Interest:<sup>3</sup> \_\_\_\_\_  
 \$ Guaranteed Interest Rate:<sup>4</sup> \_\_\_\_\_  
 \$ Rent Payment Date [choose one] \_\_\_\_\_  
 \_\_\_ Monthly  
 \_\_\_ Quarterly  
 \_\_\_ Semiannually  
 \$ Rent [choose one]:  
 \_\_\_ Level Amortization Method  
 \_\_\_ Level Rent Method

<sup>2</sup> At this time, Ex-Im Bank will only consider Financing Leases.

<sup>3</sup> Insert an appropriate, publicly available rate based in the Foreign Currency.

<sup>4</sup> State the Guaranteed Interest Rate(s).

\$ Initial Eligibility Date: \_\_\_\_\_  
 \$ Final Lease Delivery Date: \_\_\_\_\_  
 \$ Guarantee Availability Date: \_\_\_\_\_  
 \$ Required Operative Date: \_\_\_\_\_

**4. Exposure and Commitment Fees**

\$ Exposure Fee: [US\$\_\_\_\_\_ per \$100] [\$\_\_\_\_\_]  
 \$ Exposure Fee Amount: \_\_\_ financed \_\_\_ not financed  
 \$ Exposure Fee Payment method: \_\_\_ as disbursed \_\_\_ up front  
 \$ Commitment Fee: \_\_\_ of 1% per annum of the undisbursed amount of **[as to Transactions arising out of Dollar Denominated Supply Contracts, insert “the Total Financed Amount”; as to Transactions arising out of Foreign Currency Denominated Supply Contracts, insert “the Foreign Currency Denominated Total Financed Amount, converted into U. S. Dollars at the Authorization Exchange Rate”]** accruing from \_\_\_\_\_ and payable semiannually on each \_\_\_\_\_ and \_\_\_\_\_ beginning with the Rent Payment Date occurring on \_\_\_\_\_.<sup>5</sup>

**5. Amounts**

**[For Dollar Denominated Supply Contracts:**

\$ U.S. Content: US\$\_\_\_\_\_  
 - [Ancillary Services US\$\_\_\_\_\_  
 - [Special Ancillary Services US\$\_\_\_\_\_  
 \$ Foreign Content: US\$\_\_\_\_\_  
 \$ Net Contract Price: US\$\_\_\_\_\_  
 \$ Less, Cash Payment ( %): US\$\_\_\_\_\_  
 \$ [Local Cost Financed Portion US\$\_\_\_\_\_  
 \$ Total Exposure Fee US\$\_\_\_\_\_  
 \$ Total Financed Amount: US\$\_\_\_\_\_

**[For Foreign Currency Denominated Supply Contracts:**

\$ U.S. Content: F.C.<sup>6</sup>\_\_\_\_\_  
 - [Ancillary Services F.C.\_\_\_\_\_  
 - [Special Ancillary Services F.C.\_\_\_\_\_  
 \$ Foreign Content: F.C.\_\_\_\_\_  
 \$ Net Contract Price: F.C.\_\_\_\_\_  
 \$ Less, Cash Payment ( %): F.C.\_\_\_\_\_  
 \$ [Local Cost Financed Portion F.C.\_\_\_\_\_  
 \$ Total Exposure Fee US\$<sup>7</sup>\_\_\_\_\_

<sup>5</sup> Ex-Im Bank's commitment fee begins to accrue sixty (60) days after the date on which the relevant Credit is authorized by Ex-Im Bank and is due and payable, beginning on the first commitment fee payment date to occur at least forty-five (45) days thereafter, even if the Credit is not operative by that date.

<sup>6</sup> "F.C." refers to the symbol for the applicable Foreign Currency.

<sup>7</sup> This is the Foreign Currency Denominated Exposure Fee – i.e., the Exposure Fee for Transactions arising out of Foreign Currency Denominated Supply Contracts. Like all Exposure Fees, the Foreign Currency Denominated Exposure Fee is always paid in U.S. Dollars. The amount of the Foreign Currency Denominated Exposure Fee shall be calculated by: (a) determining the portion of the Lease Supplement Financed Amount, in the Foreign Currency, which represents the Financed Portion and the Local Cost Financed Portion (if any) of the Supply Contract; (b) multiplying the resultant amount by the Exposure Fee percentage, and (c) then converting that Foreign Currency

\$ Authorization Exchange Rate: \_\_\_\_\_]<sup>8</sup>  
 \$ Total Exposure Fee (converted to F.C.): F.C. \_\_\_\_\_  
 \$ Foreign Currency  
 Total Financed Amount: F.C. \_\_\_\_\_]

**6. Terms of Lease to Lessee**

- \$ Guaranteed Rent shall be payable (semiannually/quarterly/monthly) on each Rent Payment Date in not more than \_\_\_\_\_ (\_\_\_\_\_) installments, on the \_\_\_ day of each [month] [\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ [insert calendar months]] beginning \_\_\_\_\_, \_\_\_\_\_ (the "Rent Payment Dates").
- \$ Guaranteed Rent shall be calculated in accordance with the [choose one]: \_\_\_Level Amortization Method or \_\_\_ Level Rent Method.
- \$ Lease Supplements: \_\_\_\_\_ [containing the joint and several guarantees of the Guarantors]  
3
- \$ Documentation: Lease Agreement and Lease Supplement(s) containing all Required Lease Provisions set forth in Schedule B-1. \_\_\_\_\_ [insert other] (Required by Ex-Im Bank)

**6. Special Conditions:**

- (Y/N) Ex-Im Bank Approval of Form of Lease Agreement has been received from Ex-Im Bank Legal Department.
- Remarketing Agreement: A Remarketing Agreement with Ex-Im Bank in the form of Annex G to the MGA:
  - \_\_\_\_\_ Is required.
  - \_\_\_\_\_ Is NOT required.
- [If the Lessor wishes to use a Reference Rate other than LIBOR (as defined in the MGA), such Reference Rate must be included as a special condition.]
- [Other Conditions: \_\_\_\_\_]
- [Government Authorizations]. Lessor shall obtain copies, certified as true copies by a duly authorized officer of the Lessee, of each consent, license, authorization or approval of, and exemption by, any Governmental Authority which are necessary or advisable for the execution, delivery, performance and observance by the Lessee of the Lease Agreement and Lease Supplement(s) and any other Lessee documents, including, without limitation, all approvals

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amount into U.S. Dollars, at the Authorization Exchange Rate.

<sup>8</sup> Insert the Exchange Rate between Dollars and the Foreign Currency at or about the time of the Ex-Im authorization of the transaction. This only applies to Transactions arising out of Foreign Currency Denominated Supply Contracts.

<sup>3</sup> If more than one guarantor, indicate whether the guarantees are joint and several, several or otherwise. Unless otherwise indicated in the Credit Committee memo, multiple guarantors are required to guarantee the credit on a joint and several basis.

relating to the availability and transfer of Dollars required to make all payments due under any Lease Agreement and Lease Supplement.

- Legal Opinion(s). Lessor shall obtain an Opinion of legal counsel in the Lessee's Country in form satisfactory to Ex-Im Bank opining that the Lessee has obtained all consents, licenses, authorizations and approvals of, and exemptions by, any Governmental Authority which are necessary or advisable for the execution, delivery, performance and observance by the Lessee of the Lease Agreement and Lease Supplement(s) and any other Lessee documents, including, without limitation, all approvals relating to the availability and transfer of Dollars required to make all payments due under any Lease Agreement and Lease Supplement, and further opining as to all such matters relating to this Agreement or the transaction contemplated hereby as specified by Ex-Im Bank or the Lessor.]<sup>10</sup>

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<sup>10</sup>These Special Conditions will have to be considered case by case. The Required Lease Provisions call for the automatic conversion to a Dollar denominated obligation upon payment of a Claim by Ex-Im. Therefore, we must be sure that any authorizations relating to Dollar payments and transmittals are in place in advance. As we use these forms more in each Country we can examine dispensing with these Special Conditions.

The Guarantee shall be subject to all of the terms and conditions of the MGA, as supplemented by this Ex-Im Bank Approval and the MGA Foreign Currency Supplement, in each case, between the Lessor and Ex-Im Bank. Unless otherwise provided herein, the defined terms used in this Ex-Im Bank Approval shall have the respective meanings specified in the MGA Foreign Currency Supplement.

Responsible Area Division: \_\_\_\_\_ Division (Telephone: (1-202) 565-\_\_\_\_; Facsimile: (1-202) 565-\_\_\_\_)

EXPORT-IMPORT BANK OF THE UNITED STATES

By \_\_\_\_\_  
(Signature)

Name \_\_\_\_\_  
(Print)

Title \_\_\_\_\_  
(Print)

AGREED TO THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

[LESSOR]

By \_\_\_\_\_  
(Signature)

Name \_\_\_\_\_  
(Print)

Title \_\_\_\_\_  
(Print)

**REQUIRED LEASE PROVISIONS<sup>1</sup>**

1. Each Lease Agreement and each Lease Supplement must name the Lessor and the Lessee and any Guarantor as parties and be executed by the Lessor and the Lessee and any Guarantor.
2. The Lease Agreement must provide for one or more Lease Supplements that will specifically list the items leased, and will set out in respect of the listed items: (i) the beginning and ending of the term of the lease, (ii) the rent payable under the Lease Agreement as at each Rent Payment Date, and (iii) termination value as at each Rent Payment Date.
3. Each Lease Supplement must prominently refer on its face page to the Lease Agreement to which it pertains, including the parties to the Lease Agreement and its date.
4. The Lease Supplement must describe all Goods and Services and Local Cost Goods and Services intended to be leased under the Lease Supplement, listing each item by model and serial number. Any services and licensing rights included in the rental payments must be specifically described.
5. Each Lease Supplement must specify the amount of rent due on each Rent Payment Date. RENT DUE ON EACH RENT PAYMENT DATE MUST BE NO LESS THAN THE AMOUNT OF GUARANTEED RENT FOR SUCH PAYMENT DATE.
6. Each Lease Supplement must specify the termination value as of each Rent Payment Date. TERMINATION VALUE AS AT EACH RENT PAYMENT DATE MUST BE NO LESS THAN THE AMOUNT OF THE GUARANTEED TERMINATION VALUE AS AT SUCH RENT PAYMENT DATE.
7. THE LEASE AGREEMENT MUST PROVIDE THAT UPON ANY DEFAULT IN THE PAYMENT OF RENT, OR ANY TERMINATION OF THE LEASE BY REASON OF ANY OTHER DEFAULT BY THE LESSEE,
  - a. THE LESSOR MAY TERMINATE THE LEASE, TAKE POSSESSION OF THE LEASED ITEMS, AND SELL OR RE-LEASE THE ITEMS,
  - b. THE LESSOR MAY EXERCISE ANY OTHER RIGHT OF REMEDY WHICH MAY BE AVAILABLE TO IT BY LAW, AND
  - c. TERMINATION VALUE AND ALL OTHER AMOUNTS THEN DUE UNDER THE LEASE AGREEMENT WILL AUTOMATICALLY BECOME DUE AND PAYABLE IN FULL AS AT THE DATE OF SUCH PAYMENT DEFAULT OR TERMINATION, AND THE LESSEE SHALL PAY ALL COSTS AND EXPENSES OF COLLECTION, REPOSSESSION AND SALE OR RE-LEASE OF THE ITEMS.
8. The Lease Agreement must provide that the Lessee must pay all amounts owing by it under the Lease Agreement free and clear of and without deduction or withholding for or on account of any taxes.

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<sup>1</sup> The Required Lease Provisions apply only to Finance Leases. At this time, only finance leases are supported.

9. The Lease Agreement must provide that the lease is a net lease, and that the Lessee (and not the Lessor) is solely responsible to insure and maintain the property leased under the Lease Agreement, and to pay all taxes in respect of the lease and the leased items at its sole cost and expense.
10. The Lease Agreement must provide that the Lessee may not cancel or terminate the lease term other than by payment in full of the termination value then applicable and all other amounts then due under the Lease Agreement and the Lease Supplement.
11. The Lease Agreement must provide that in the event of the loss or destruction of any of the leased items, the Lessee shall on the next Rent Payment Date pay the termination value of the items so lost or destroyed.
12. The Lessee must acknowledge and agree under the Lease Agreement that upon its receipt of notice from Ex-Im Bank that the Lessor has assigned its rights under the lease to Ex-Im, the Lessee will make all payments under Lease Agreement and the Lease Supplement(s) to Ex-Im Bank or at Ex-Im Bank's direction as provided in such notice.
13. The Lease Agreement must provide that the Lessee shall not (a) sublease the leased items or transfer or release the leased items from the Lessee's possession and control, (b) sell the leased items or (c) create or allow to exist any lien or encumbrance on the leased items.
14. The Lease Agreement must provide that it will be a default under the lease if the Lessee or any Guarantor shall (A) be unable to pay or shall admit in writing that it is unable to pay its debts as they fall due or shall become insolvent; or the Lessee or any Guarantor shall apply for or consent to the appointment of any liquidator, receiver, trustee or administrator for all or a substantial part of its business, properties, assets or revenues; or a liquidator, receiver, trustee or administrator shall be appointed for the Lessee or any Guarantor and such appointment shall continue undismissed, undischarged or unstayed for a period of thirty (30) days; or (B) institute (by petition, application, answer, consent or otherwise) any bankruptcy, arrangement, readjustment of debt, dissolution, liquidation or similar executory or judicial proceeding; or a bankruptcy, arrangement, readjustment of debt, dissolution, liquidation or similar executory or judicial proceeding shall be instituted against the Lessee or any Guarantor and shall remain undismissed, undischarged or unstayed for a period of thirty (30) days; or (C) take any action seeking to take advantage of any other law relating to bankruptcy, insolvency, liquidation, termination, dissolution, winding-up or composition or readjustment of debts; or (D) take any corporate or similar action for the purpose of effecting any of the foregoing.
15. Each Lease Supplement must state that the Lessee has accepted the leased items for the purposes of the lease.
16. The Lease Agreement must provide that the Lessee will have no right of set-off, claim or counterclaim against the Lessor for any reason, including any breach of warranty.
17. Each Lease Agreement and Lease Supplement must be in English or accompanied by a certified translation into English.
18. The Lease Agreement must provide that if any default under the Lease Agreement should occur and be continuing, then Ex-Im Bank, by written notice to the Lessor, the Lessee and any Guarantor, may: (i) suspend further Utilizations of the Credit until Ex-Im Bank is satisfied that the cause of such suspension has been removed; or (ii) cancel the unutilized and uncanceled amount of the Credit.

19. The Lease Agreement must provide that if Ex-Im Bank shall have made a claim payment to the Lessor with respect to any default of the Lessee under any Lease Supplement:

- a. As of the Ex-Im Bank Claim Payment Date, all rent to the extent of Guaranteed Rent and termination value to the extent of Guaranteed Termination Value under the Lease Agreement and all Lease Supplements shall be automatically converted to their respective U.S. Dollar Equivalent, at the Claim Payment Exchange Rate, and: if Floating Rate Rent, shall thereafter bear interest at the rate of Special Libor plus Two percent (2%) per annum for each applicable period; and, if Fixed Rate Rent, 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, Lessee shall issue and deliver to Ex-Im Bank, in exchange for the Lease Agreement and each Lease Supplement previously entered into by Lessee, a new Lease Agreement or Lease Supplement denominated in United States Dollars in the amount(s) and bearing interest as set forth in subparagraph (a) above. Each such new Lease Agreement and Lease Supplements shall duplicate the term of the Lease Agreement and Lease Supplements surrendered, and shall otherwise conform to the requirements of Ex-Im Bank.

For the purposes hereof, the following terms shall have the following meanings:

- (i) "Special LIBOR" shall mean, with respect to any Interest Period, the rate of interest per annum specified as the "\$ Libor BBA Fixing – Interbank Fixing" rate (or any successor title) in the Financial Times under the table entitled "World Interest Rates – Domestic Money Rates" (or any successor title) in effect on the day two Business Days prior to the first day of the relevant Interest Period for a term similar to the term of such Interest Period. If no rate is specified for such day, the applicable rate shall be the rate specified for the immediately preceding day for which a rate is specified, and if more than one rate is specified, the applicable rate shall be the highest of all such rates. In the event the Financial Times either completely ceases publication or discontinues publication of the Dollar LIBOR Interbank fixing rate, then Ex-Im Bank shall determine Special LIBOR by reference to a financial publication with a similar international or U.S. circulation, which publication shall be selected by Ex-Im Bank in its sole discretion;
- (ii) "Claim Payment" shall mean the payment by Ex-Im Bank of any claim filed by or for the Lessor under the MGA;
- (iii) "Claim Payment Date" shall mean the date that Ex-Im Bank either wire-transfers a Claim Payment or posts a Claim Payment in the U.S. mail;
- (iv) "Claim Payment Exchange Rate" shall mean the rate of exchange between U.S. Dollars and the Foreign Currency actually utilized by Ex-Im Bank to purchase or obtain the Foreign Currency necessary for a Claim Payment ;
- (v) "Dollar Exchange Market" shall mean the publication, foreign exchange index or source of foreign exchange designated as the Dollar Exchange Market in the Ex-Im Bank Approval. The Dollar Exchange Market shall be designated at Ex-Im Bank's sole discretion, with anticipated suggestions from the Lender;
- (vi) "Foreign Currency" shall mean the currency designated as the currency for payment of the rent

under the Lease Agreement, prior to a Claim Payment by Ex-Im Bank; and

(vii) "U.S. Dollar Equivalent" shall mean the amount of U.S. Dollars that would be required to purchase a specified amount of Foreign Currency on a specified conversion date.

## CONDITIONS PRECEDENT - MEDIUM TERM FOREIGN CURRENCY FINANCE LEASE

Annex C

### I. Introduction

Any Credit may be Utilized by the Lessor making a Lease Delivery. Any such Utilization must comply with the requirements set forth in Part II below. The obligation of the Lessor to permit the first Utilization of any Credit shall be subject to the delivery to the Lessor of the appropriate documents indicated in Part II below and to the fulfillment, in a manner satisfactory to the Lessor, of the conditions set forth in Part II below. The obligation of Ex-Im Bank to provide its Guarantee with respect to any Credit shall be subject to the delivery to Ex-Im Bank of the appropriate documents indicated in Part III below and to the fulfillment, in a manner satisfactory to Ex-Im Bank, of the conditions set forth in Part III below.

### II. Utilization Conditions.

A. Conditions to First Utilization. In each Transaction, the obligation of the Lessor to permit the first Utilization of the Credit shall be subject to the delivery to the Lessor of the appropriate documents indicated below and to the fulfillment, in a manner satisfactory to the Lessor, of the conditions set forth below:

1. Ex-Im Bank Approval. The fully executed Ex-Im Bank Approval with respect to such Foreign Currency Finance Lease shall be in full force and effect.
2. Lease Agreement. A Lease Agreement shall have been executed by all parties and be in full force and effect.
3. Legal Opinion. Lessor shall have delivered to Ex-Im Bank an Opinion of legal counsel in the Lessee's Country in the form of Annex E and otherwise in scope satisfactory to Ex-Im Bank opining that the form of the Lease Agreement as supplemented by a lease supplement in the form of the Lease Supplement is legal, valid, binding and enforceable in accordance with its terms in the Lessee's Country.
4. Remarketing Agreement. If required under the relevant Ex-Im Bank Approval, Lessor shall have entered into a Remarketing Agreement with Ex-Im Bank in substantially the form of Annex G to the MGA.
5. Other Conditions Precedent. Each of the conditions precedent to first Utilization set forth in the Ex-Im Bank Approval with respect to such Credit, if any, and each of the conditions precedent to first Utilization set forth in the Lease Agreement, shall be fully satisfied or waived by both the Person bound by such condition and the Person benefiting from such condition.
6. No Event of Default. The Lessor shall be reasonably satisfied that, at the time all of the foregoing conditions have been satisfied or waived, the Lessee shall have paid when due any amount owing under the Agreement, the Lease Agreement or any Lease Supplement with respect to the Credit, and no Event of Default and no event which, but for the giving of notice or the lapse of time or both would constitute an Event of Default, shall have existed.
7. Exposure Fee. If the relevant Ex-Im Bank Approval indicates that the Exposure Fee will be paid "up front" and not financed, Ex-Im Bank shall have received the Exposure Fee in the entire amount indicated in such Ex-Im Bank Approval.

B. Conditions to Each Lease Delivery. In each Transaction, the obligation of the Lessor to make each Lease Delivery under the Credit (including any Lease Delivery in connection with the first Utilization of such Credit) shall be subject to the delivery to the Lessor of the appropriate documents indicated below and to the fulfillment, in a manner satisfactory to the Lessor, of the conditions set forth below:

1. Ex-Im Bank Approval. The Ex-Im Bank Approval with respect to such Credit must continue to be in full force and effect on the relevant Lease Delivery Date.

2. Lease Supplement. The Lessor shall have received the fully executed Lease Supplement under.

3. Lease Delivery Documents. The Lessor must have received the following materials (the "Lease Delivery Documents"):

(a) Invoices, Etc. Copies of the invoice(s) for the Goods and/or Services or Local Cost Goods and Services to be financed under the requested Lease Delivery, bearing or accompanied by evidence that the Exporter(s), Ancillary Services Provider(s) or Local Cost Provider(s) thereof, as the case may be, has been paid. If the Lessor is a U.S. entity and takes title to the Goods and Services, invoices and evidence of payment are not required other than for Ancillary Services and Local Cost Goods and Services. In any other case, evidence of payment may be any of the following:

(i) a "paid" stamp on the invoice signed by the Exporter, Local Cost Provider or Ancillary Services Provider;

(ii) a copy of a commercial bank's "Advice of Payment" to the Exporter, Local Cost Provider or Ancillary Services Provider;

(iii) a copy of both sides of a canceled check made payable to the Exporter, Local Cost Provider, or Ancillary Services Provider; or

(iv) a letter from the Exporter, Local Cost Provider or Ancillary Services Provider acknowledging payment.

Each invoice (other than any invoice for Local Cost Goods and Services) must include the U.S. street address of the Exporter or Ancillary Services Provider thereof, as the case may be, unless otherwise approved in writing by Ex-Im Bank.

(b) Bills of Lading. All signed, clean, on-board ocean, airway, railway or other bills of lading ("Bills of Lading") evidencing shipment of Goods from the United States to the User's Country (or, if the User's Country is either Canada or Mexico, a destination in the United States that is a point of importation into Canada or Mexico, respectively). Bills of Lading are not required for Services.

(c) Exporter's Certificate(s).

(i) In the case of the first Lease Delivery made in respect of Goods, Services or Local Cost Goods and Services, an original Initial Exporter's Certificate from the relevant Exporter (with respect to Goods and Services and Local Cost Goods and Services) or Ancillary Services Provider in the form of Exhibit C-1, manually

signed by an authorized officer or employee of such Exporter or Ancillary Service Provider and completed in accordance with its instructions. If the Lessor is a U.S. entity and takes title to the Goods and Services, the Lessor is the “Exporter,” the Lessee is the “Purchaser” and the relevant Lease Agreement is the “Supply Contract/Purchase Order”.

(ii) If an Exporter or Ancillary Services Provider delivers to the Lessor an Amended Exporter’s Certificate, such original Amended Exporter’s Certificate manually signed by an authorized officer or employee of such Person, and completed in accordance with its instructions.

(iii) If an Exporter or Ancillary Services Provider delivers to the Lessor an Amended Exporter’s Certificate changing any of the certifications included in paragraphs 1, 4, 5 or 6 of the Initial Exporter’s Certificate, (A) in the case of changes to paragraph 1, a copy of the completed Disbursement Percentage Calculator page and (B) in the case of changes to paragraphs 4, 5 and 6, a document signed by Ex-Im Bank consenting to such change.

(d) Other Documents. The Lessor must have received such other documents, certificates, instruments or information, if any, as required by Ex-Im Bank in the Ex-Im Bank Approval with respect to such Credit (“Other Documents”) on the relevant Lease Delivery Date.

(e) Cash Payment. The Lessor shall have received or financed the Cash Payment required under Section 3.01(a) of the Agreement. 1

(f) Exchange Rate Documents. All documents evidencing the Lease Delivery Exchange Rate related to each Lease Delivery and the exchange rate at which Local Cost Goods or Services included in each Lease Delivery were charged to the Credit.

4. Ex-Im Bank Exposure Fee. Ex-Im Bank shall have been paid the Exposure Fee. If the relevant Ex-Im Bank Approval indicates that the Exposure Fee will be paid “up front” and financed, payment of the Exposure Fee in the entire amount indicated in such Ex-Im Bank Approval shall be no later than the first Lease Delivery Date.

5. No Restrictions. To the reasonable knowledge of the Lessor, no law, regulation, ruling or other action of any Governmental Authority, shall have been in effect or shall have occurred, the effect of which would be to prevent any party to the Agreement, the Lease Agreement or any Lease Supplement(s) from fulfilling its obligations on the relevant Lease Delivery Date.

6. Local Cost Goods and Services. As to Transactions arising out of Dollar Denominated Supply Contracts, in connection with any Lease Supplement Financed Amount in respect of Local Cost Goods and Services that are invoiced in a currency other than U.S. Dollars, the Lessor shall calculate the U.S. Dollar equivalent of each such Lease Supplement Financed Amount to be charged to the Credit by converting into U.S. Dollars the aggregate invoice value using any reasonable and customary U.S. Dollar exchange rate for the applicable currency on any date occurring not more than five (5) Business Days prior to, but no later than, the relevant Lease Delivery Date. The Lessor shall retain evidence of each such currency conversion in its Transaction Document files with respect to the relevant Transaction.

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1 For a Finance Lease, the Lessee must pay the Cash Payment to the Lessor.

As to Transactions arising out of Foreign Currency Denominated Supply Contracts, in connection with any Lease Supplement Financed Amount in respect of Local Cost Goods and Services that are invoiced in a currency other than the Foreign Currency, the Lessor shall calculate the Foreign Currency equivalent of each such Lease Supplement Financed Amount to be charged to the Credit by converting into the Foreign Currency the aggregate invoice value using any reasonable and customary exchange rate for the applicable currencies on any date occurring not more than five (5) Business Days prior to, but no later than, the relevant Lease Delivery Date. The Lessor shall retain evidence of each such currency conversion in its Transaction Document files with respect to the relevant Transaction.

7. Other Conditions Precedent. Each of the conditions precedent to each Utilization set forth in the Ex-Im Bank Approval with respect to such Credit, if any, and each of the conditions precedent to each Utilization set forth in the Lease Agreement shall have been fully satisfied or waived by both the Person bound by such condition and the Person benefiting from such condition on the relevant Lease Delivery Date.

8. No Event of Default. The Lessor shall be reasonably satisfied that, at the time all of the foregoing conditions have been satisfied or waived, the Lessee shall have paid when due any amount owing under the Agreement, any Lease Agreement or any Lease Supplement with respect to the Credit, and that no Event of Default and no event which but for the giving of notice or the lapse of time or both would constitute an Event of Default shall have existed on the relevant Lease Delivery Date.

### III. Guarantee Conditions.

A. The obligation of Ex-Im Bank with respect to any Credit to issue a Lease Delivery Approval with respect to any Lease Delivery shall be subject to the delivery to Ex-Im Bank of the appropriate documents indicated below and to the fulfillment, in a manner satisfactory to Ex-Im Bank, of the conditions set forth below:

1. Conditions to First Issuance of Lease Delivery Approval. As a condition precedent to the first issuance of a Lease Delivery Approval, the following conditions shall have been fulfilled to the satisfaction of Ex-Im Bank:

(a) Ex-Im Bank Approval. The fully executed Ex-Im Bank Approval with respect to such Credit shall be in full force and effect on the relevant Lease Delivery Date.

(b) Lease Agreement. A Lease Agreement shall have been fully executed by the parties thereto and be in full force and effect on the relevant Lease Delivery Date.

2. Conditions Precedent to the Issuance of Each Lease Delivery Approval. As conditions precedent to the issuance of each Lease Delivery Approval by Ex-Im Bank (including the first issuance), the obligation of Ex-Im Bank with respect to any Credit to issue such Lease Delivery Approval shall be subject to the delivery to Ex-Im Bank of the appropriate documents indicated below and to the fulfillment, in a manner satisfactory to Ex-Im Bank, of the conditions set forth below:

(a) Other Documents. Such other documents, certificates, instruments or information relating to the Agreement, the Lease Agreement or the Lease Supplement(s) or the relevant Transaction as Ex-Im Bank may have reasonably requested shall have been delivered in form and substance satisfactory to Ex-Im Bank on the relevant Lease Delivery Date.

(b) Exposure Fee. Ex-Im Bank shall have received the relevant Exposure Fee payment.

(c) Guarantee Commitment Fee. Ex-Im Bank shall have received the relevant Guarantee Commitment Fee payment.

(d) Request for Lease Delivery Approval.

(i) At any time prior to the close of business on the Guarantee Availability Date for the relevant Transaction, Ex-Im Bank shall have received from the Lessor a Request for Lease Delivery Approval with respect to such Lease Delivery (s); *provided* that the Lessor shall use its best efforts to submit each Request for Lease Delivery Approval within three (3) Business Days after the Lease Delivery which is covered by such request.

Refer to the ECP Web Site for instructions on how to complete the Request for Lease Delivery Approval with regard to all Foreign Currency Transactions.

(ii) Upon submission to Ex-Im Bank of any Request for Lease Delivery Approval, the Lessor shall be deemed to have made the following representations to Ex-Im Bank:

(A) The Request for Lease Delivery Approval has been completed by a duly authorized representative of the Lessor and the information and statements set forth therein are accurate in all respects.

(B) To the best of the Lessor's knowledge, relying solely upon representations and warranties of the Lessee and the Guarantor(s)<sup>2</sup>, if any, opinions of counsel to the Lessee and any such Guarantor and specimen signatures provided by the Lessee and the Guarantor(s) (which representations, warranties and opinions are deemed appropriate by Lessor's counsel and which signatures on the Lease Agreement and the Lease Supplement(s) and on the guarantee of any such Guarantor appear on their face to correspond to the specimens provided), without independent inquiry, the Lease Agreement and the Lease Supplement(s) and the guarantee of each Guarantor thereon have been duly authorized, executed and delivered and are fully enforceable in accordance with their terms under the laws of the Lessee's Country and User's Country<sup>3</sup> [and under the laws of each Guarantor's country]; and the Lessor has no knowledge of any fact which would render the Lease Agreement and the Lease Supplement(s) or the guarantee of any Guarantor unenforceable;

(C) To the best of the Lessor's knowledge, relying solely upon representations and warranties of the Lessee and each Guarantor, if any, and opinions of counsel to the Lessee and each Guarantor (which representations, warranties and opinions are deemed appropriate by Lessor's counsel), without independent inquiry, the requirements of any and all laws and regulations of

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<sup>2</sup> The representations regarding Guarantors are only deemed made if the relevant Transaction includes a Guarantor's guarantee of the Lessee's obligations under the relevant Credit.

<sup>3</sup> The bracketed language is applicable only if the Guarantor is located in a different country than the Lessee.

any Governmental Authority of the Lessee's Country and the Guarantor's Country with respect to the availability and transfer of foreign exchange required to make all payments under the Lease Agreement and the Lease Supplement(s) and any guarantee by a Guarantor have been met; and

(D) To the best of the Lessor's knowledge, relying solely upon representations and warranties of the Lessee and the Guarantor(s), if any, and opinions of counsel to the Lessee and each Guarantor(s) (which representations, warranties and opinions are deemed appropriate by Lessor's counsel), without independent inquiry, the Credit was not in default as to the payment of rent on the date of Utilization.

(e) Other Conditions Precedent. Each of the conditions precedent to the issuance of a Lease Delivery Approval set forth in the Ex-Im Bank Approval with respect to such Credit, if any, shall be fully satisfied or waived by both the Person bound by such condition and the Person benefiting from such condition.

(f) No Event of Default. The Lessor shall be reasonably satisfied that (x) the Lessee shall have paid when due any amount owing under the Agreement, the Lease Agreement or any Lease Supplement with respect to the Credit, and (y) that no Event of Default and no event which but for the giving of notice or the lapse of time or both would constitute an Event of Default shall have existed on the relevant Lease Delivery Date.

**EXPORT-IMPORT BANK OF THE UNITED STATES**

**FORM OF EXPORTER'S CERTIFICATE**

**For Use With Medium and Long Term Loans and Guarantees, and Medium Term Export Credit Insurance**

Name and U.S. Street Address of Exporter:

Date: \_\_\_\_\_

RE: Ex-Im Bank Credit/Guarantee/Insurance Number: \_\_\_\_\_  
 Purchaser: \_\_\_\_\_  
 Supply Contract/Purchase Order No.(s) \_\_\_\_\_

Check one:       " Initial Exporter's Certificate  
                       " Amended Exporter's Certificate. The following has changed: [specify]

We understand that the Export-Import Bank of the United States ("Ex-Im Bank") provides credit support to promote U.S. export sales, and that Ex-Im Bank will determine the scope of its support for our sale to the Purchaser based on the information provided below. To aid in this determination, we, the Exporter, hereby certify:

PART A: CONTENT

1. Content. This information is based on our best efforts to assess the value of the goods and services ("Goods and Services") to be provided under our supply contract or signed purchase order with the Purchaser (the "Supply Contract/Purchase Order(s)"). Content changes may need to be reported via an amended Exporter's Certificate (see Part C below). Check one:

- " The Goods and Services contain only U.S. Content: the U.S. Content Percentage is 100% (i.e., no Foreign Content, Local Costs, or Excluded Goods and Services (defined below)). Please do not complete the chart if this box is checked.
- " The Goods and Services contain less than 100% U.S. Content. Please complete the chart if this box is checked.

		Definition	USD
A.	Supply Contract/ Purchase Order(s)	The aggregate price of <u>all</u> Goods and Services in the Supply Contract/Purchase Order(s).	
B.	Excluded Goods and Services	The aggregate price of all Goods and Services that are <u>not</u> eligible for (or excluded from) Ex-Im Bank support (e.g., goods not shipped from the U.S.)	
C.	Contract Price	A minus B	
D.	Local Costs	The aggregate price of all Goods originated/manufactured in the Purchaser's country and all Services provided by residents of the Purchaser's country.	

E.	Net Contract Price	C minus D	
F.	Foreign Content	The aggregate cost to the Exporter of any Goods (or components thereof) that were produced or manufactured outside the U.S., Services provided by third country-resident personnel, and foreign freight costs and foreign insurance included in the Net Contract Price for Goods exported from the U.S. (Such amount shall not include any Local Costs.)	
G.	U.S. Content	E minus F	
H.	U.S. Content Percentage	G divided by E, expressed as a percentage.	%
I.	Disbursement Percentage	Initial Exporter's Certificate: input the lower of (i) 85% and (ii) the percentage in H. Amended Exporter's Certificate: input the percentage obtained from the Disbursement Percentage Calculator page (if any).	%

**PART B: GOODS AND SERVICES TO BE SUPPORTED BY EX-IM BANK**

We hereby certify, as to ourselves and the Goods and Services covered by the Ex-Im Bank Credit/Guarantee/Insurance, as follows:

2. **15% Cash Payment.** We (i) have received (or will receive) payment for at least 15% of the Net Contract Price, and/or (ii) have financed (or will finance) such amount at market rates. We have submitted (or will submit) evidence of payment of our invoices. (For 100% U.S. Goods and Services, "Net Contract Price" means the aggregate price of such Goods and Services.)
3. **Invoices and Shipment.** We have provided (or will provide) copies of (i) invoices describing the Goods and Services and (ii) signed, clean, onboard bills of lading evidencing that the Goods included in the Net Contract Price have been shipped from the U.S. to the Purchaser's country. For Services, progress payments for Goods prior to shipment, and/or Local Costs, the value of the work performed at the time the invoices therefor are submitted for payment shall equal or exceed the amount so invoiced (or we have obtained Ex-Im Bank's prior consent to an alternative arrangement).
4. **Suspension and Debarment.** We and each of our Principals individually, have not within the past 3 years been a) debarred, suspended, declared ineligible from participating in, or voluntarily excluded from participation in, a Covered Transaction, b) formally proposed for debarment, with a final determination still pending, c) indicted, convicted or had a civil judgment rendered against us for any of the offenses listed in the Regulations, d) delinquent on any substantial debts owed to the U.S. Government or its agencies or instrumentalities as of the date of execution of this certification; or we have received a written statement of exception from Ex-Im Bank attached to this certification, permitting participation in this Covered Transaction despite an inability to make certifications a) through d) in this paragraph.

We further certify that we have not and will not knowingly enter into any agreements in connection with the Goods and Services with any individual or entity that has been debarred, suspended, declared ineligible from participating in, or voluntarily excluded from participation in a Covered Transaction. All capitalized terms not defined herein shall have the meanings set forth in the Government-wide Non-procurement Suspension and Debarment Regulations - Common Rule EXIM STANDARD FORM MT MGA-FF ANNEXES (9/05)

(Regulations).

5. Other Payments; Legal Compliance. Without Ex-Im Bank's written consent, a copy of which is attached, we have not and will not agree to, offer to, cause to, or arrange for, directly or indirectly, any payment, discount, allowance, rebate, commission, fee or other payment in connection with the sales of the Goods and Services under (or obtaining) the Supply Contract/Purchase Order(s) or Ex-Im Bank Credit/Guarantee/Insurance, except for a) payment of manufacturing costs or for the purchase of the Goods, b) the regular remuneration of our regular full-time directors, officers and employees; c) regular commissions or fees, if any, to our regular sales agent, broker or representative and readily identifiable on our books and records as to amount, purpose and recipient; d) any discounts, allowances, or rebates to the Purchaser that are disclosed in our invoices; or e) any letter of credit or other fees paid to commercial banks or any payments made to Ex-Im Bank in connection with the Ex-Im Bank Credit/Guarantee/Insurance.

In addition, we have not, and will not, engage in any activity in connection with this transaction that is a violation of the Foreign Corrupt Practices Act of 1977, 15 U.S.C. §§ 78dd-1, et seq. To the best of our knowledge, the Supply Contract/Purchase Order(s) and the performance by the parties of their respective obligations thereunder does not violate any applicable law.

6. Munitions List. Except as described on our attached statement, none of the Goods and Services are on the U.S. Munitions List (part 121 of Title 22 of the Code of Federal Regulations).

PART C: CHANGES AND EX-IM BANK RELIANCE

7. Changes to Certifications. With respect to Part A, we will promptly complete and submit an amended Exporter's Certificate if there has been a "material change" in the U.S. Content Percentage (together with a copy of the completed "Disbursement Percentage Calculator" found at [www.exim.gov/disbcalc.html](http://www.exim.gov/disbcalc.html)) prior to any further presentation of invoices for payment. A "material change" in the U.S. Content Percentage occurs if (a) the U.S. Content Percentage has decreased by more than 5% (as compared to the U.S. Content Percentage reported in the initial Exporter's Certificate) and (b) aggregate foreign content is over 20% (i.e., the new U.S. Content Percentage is less than 80%).

With respect to Parts B or C, if any of the certifications made therein become untrue, we will promptly submit an amended Exporter's Certificate, noting the changes and with any required attachments, prior to any further presentation of invoices for payment.

8. Ex-Im Bank Reliance. With knowledge that Ex-Im Bank will rely on the certifications and representations made in this Certificate, we agree we are liable for any damages suffered by Ex-Im Bank's reliance. We understand that these certifications are subject to the penalties for fraud provided in Article 18 U.S.C., Section 1001. We agree that presentation of invoices for payment under the Ex-Im Bank Credit/Guarantee/Insurance is a confirmation by us of the information and certifications made herein. By his signature, the person signing this Certificate on behalf of the Exporter represents that he is fully authorized to do so. We agree to provide additional information with respect to any of the matters covered in this Certificate upon Ex-Im Bank's reasonable written request.

[ EXPORTER ]

By: \_\_\_\_\_  
(Authorized Officer or Employee)

Name:

Title:

## **INSTRUCTIONS TO EXPORTERS:**

### **Part A: Content**

The information provided in Part A will be used to determine the total amount of Ex-Im Bank guarantee, loan or insurance support for a transaction. Please refer to Ex-Im Bank's Fact Sheets on Foreign Content, Local Costs, and Ancillary Services at <http://www.exim.gov/mpub.html> for a further explanation of Ex-Im Bank's content and cover policies.

### **Part B: Goods and Services to be Supported by Ex-Im Bank**

"Goods and Services to be Supported by Ex-Im Bank" are those goods and services provided by the Exporter and eligible for coverage under an Ex-Im Bank Credit/Guarantee/Insurance. If you have any question about what "Goods and Services" are approved by Ex-Im Bank, please contact your Ex-Im Bank credit officer. For Long-Term transactions (credit over \$10MM or more than 7 years repayment), such "Goods and Services" are those listed in the current Acquisition List submitted by the Borrower to Ex-Im Bank.

### **Initial Exporter's Certificate**

The Exporter's Certificate must be completed by the Exporter and presented prior to the borrower's first request for disbursement related to that exporter's invoices under the Ex-Im Bank-supported credit. Exporter's Certificates are also to be completed by U.S. and non-U.S. providers of ancillary services (such as banking, financial advisor, technical consultant, and legal) that have been approved by Ex-Im Bank for financing under the Ex-Im Bank Credit/Guarantee/Insurance.

### **Amended Exporter's Certificates**

If an amended Exporter's Certificate is required pursuant to Section 7 of the Certificate, the Exporter should check the "Amended Exporter's Certificate" box at the top of the Certificate and note the change being reflected in the amended Certificate. The Exporter should contact the lender under an Ex-Im Bank Guarantee/Insurance transaction, or Ex-Im Bank if an Ex-Im Bank Credit, for instructions on where to send the Amended Exporter's Certificate.

Please note that a change to Part A (Content) requires the Exporter to attach a copy of the "Disbursement Percentage Calculator" to the Amended Exporter's Certificate. The Calculator allows the Exporter to calculate the new disbursement percentage for the transaction. The Calculator (and instructions) are found at <http://www.exim.gov/disbcalc.html>. Changes to Sections 4 and 5 of Part B require the relevant Ex-Im Bank approval to be attached.

### **Links and Additional Information**

For information regarding the Exporter's Certificate (and other helpful facts), go to <http://www.exim.gov>. Should you have any further questions regarding the Exporter's Certificate, please call Credit Review and Compliance Division at (202) 565-3470. For insurance transactions, please contact your insurance broker or appropriate Ex-Im Bank regional office.

### **CONTENT REPORTS AND AGGREGATE FOREIGN CONTENT CAUSE REPORTS:**

For informational and reporting purposes only, Ex-Im Bank requests that Exporters submit Content Reports and an annual Aggregate Foreign Content Cause Report. Under Medium-Term transactions a Content Report should be submitted with the Application for Ex-Im Bank support. Under Long-Term transactions the Content Report should be submitted with the initial Exporter's Certificate. If at the completion of the work performed under a Supply Contract/Purchase Order(s), the foreign content amount changed by one percentage point or more of the value of the Net Contract Price, Exporters should submit a final revised Content Report within 60 days. Ex-Im Bank may contact Exporters to reconfirm the information provided in the Content Report.

Exporters are requested to submit an annual Aggregate Foreign Content Cause Report containing information about the reasons for foreign content in Supply Contract/Purchase Orders. The processing or approval of, or disbursements under, an Ex-Im Bank Credit/Guarantee/Insurance transaction will **not** be affected by the submission (or not) of Content Reports or Aggregate Foreign Content Cause Reports.

Content Report EBD-M-58 and Aggregate Foreign Content Cause Report EBD-M-55 forms and instructions can be found at <http://www.exim.gov>. Should you have any questions regarding the Content Report or Aggregate Foreign Content Cause Report, please call the Policy Group at (202) 565-3760.

**Export-Import Bank of the United States  
Request for Lease Delivery Approval**

COMPLETE THE FOLLOWING:

Request Number: \_\_\_\_\_  
Transaction Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
E-mail (optional): \_\_\_\_\_  
Total amount of this request: U.S. \$\_\_\_\_\_ (To be completed for Dollar Denominated  
Supply Contracts Only)  
Total amount of this request in foreign currency: \_\_\_\_\_  
Name of foreign currency: \_\_\_\_\_

If local costs, ancillary services, or any other Ex-Im Bank approved special utilization is included in the above, list type and amount in this section.

Amount of Exposure Fee related to this request: U.S. \$\_\_\_\_\_

Date of Lease Delivery related to this request: \_\_\_\_\_

Date Exposure Fee was paid to Ex-Im Bank under this request: \_\_\_\_\_

(Y/N) If applicable, Commitment Fees have been paid.

(Y/N) The Lease Supplement Financed Amount has been calculated in accordance with Section 3.06 of the MGA.

(Y/N/NA) Lessor certifies that Lessee has paid the minimum 15% cash payment or Lessor has financed the minimum 15% cash payment required for Goods/Services. [Select N/A for Local Cost Goods/Services]

(Y/N) The Lease Agreement and the Lease Supplement conform with the requirements set forth in the MGA and the Ex-Im Bank Approval Letter ("Annex B") and contain all of the Required Lease Provisions.

Number of Exporter's Certificates submitted under this request (Up to ten Exporter's Certificates may be submitted with each request): [ ]

Number of Invoices/Lease Supplements submitted under this request: [ ]

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EXPORTER'S CERTIFICATE INFORMATION

Instructions: If the Lessor is a U.S. entity and takes title to the Goods and Services, the Lessor is considered the Exporter and is responsible for completing the Exporter's Certificate. Otherwise, the Exporter of the Goods and Services leased is responsible for completing the Exporter's Certificate. Ancillary Service Providers must complete an Exporter's Certificate.

(Y/N) Exporter is U.S. Lessor

Name of Exporter: \_\_\_\_\_

Date of Exporter's Certificate: \_\_\_\_\_

U.S. Content Percentage listed in Part A of the Initial Exporter's Certificate: \_\_\_\_\_%

If an Amended Exporter's Certificate was delivered changing the U.S. Content Percentage, the Disbursement Percentage listed in Part A (I): \_\_\_\_\_%.

If an Amended Exporter's Certificate was provided, indicate changes in this box.

U.S. Content Percentage listed in Part A (H): \_\_\_\_\_% *(use 100% if the Exporter checked the first box in Part A: Content)*

Disbursement Percentage listed in Part A (I): \_\_\_\_\_% *(use 85% if the Exporter checked the first box in Part A: Content)*

(Y/N) Exporter matches the Ex-Im Bank Approval ("Annex B"):

If not, list name and U. S. street address of additional Exporter in this box.

(Y/N) Transaction number is correct

(Y/N) Exporter's Certificate is a manually signed original

(Y/N) U.S. street address is provided

(Y/N) The Exporter was able to satisfy all sections of the Exporter's Certificate.

If the Exporter was not able to satisfy all sections of the Exporter's Certificate, elaborate in this section.

(Y/N) The Exporter has attached a statement describing Goods and/or Services listed on the Munitions List [U.S. Munitions List (part 121 of Title 22 of the Code of Federal Regulations)].

If yes, list the Goods/Services and the U.S. Dollar amount of each.

INVOICES/LEASE SUPPLEMENTS PRESENTED

Instructions: If the Lessor is a U.S. entity and takes title to the Goods and Services, an invoice for the Goods and Services is not required. Check "N/A" in response to the question below. Invoices from Local Cost Providers and Ancillary Service Providers (other than a Lessor which is a U.S. entity) are required.

(Y/N) Exporter is U.S. Lessor

(Y/N or N/A) Invoices presented include the U.S. street address of the Exporter (unless otherwise agreed in writing by Ex-Im Bank).

Gross amount of invoices (or if none, gross amount of Goods and Services or if applicable, Local Cost Goods and Services, included under Lease Supplement):

U.S.\$ \_\_\_\_\_ (To be completed for Dollar Denominated Supply Contracts only)

Foreign currency: \_\_\_\_\_ (To be completed for Foreign Currency Denominated Supply Contracts only)

Name of foreign currency: \_\_\_\_\_ (To be completed for Foreign Currency Denominated Supply Contracts only)

(Y/N) Invoices/Lease Supplements presented include the Goods/Services listed in the Ex-Im Bank Approval ("Annex B").

If not, list Goods/Services and SIC codes in this box.

EVIDENCE OF PAYMENT

Instructions: If the Lessor is a U.S. entity and takes title to the Goods and Services, evidence of payment is not required. Check “N/A” in response to the question below. Evidence of payment is required for Local Cost Goods and Services and Ancillary Services (other than those provided by the Lessor which is a U.S. entity).

(Y/N or N/A) The Exporter or Local Cost Provider has received 100% payment for the gross invoice value of all invoices.

The following evidence of payment to the Exporter or Local Cost Provider was submitted with the request. More than one method may be checked below.

- Invoice(s) marked paid and signed. ( )
- Copies of both sides of a canceled check payable to the Exporter or Local Cost Provider (as applicable). ( )
- Copies of commercial bank payment advice. ( )
- Letter from the Exporter or Local Cost Provider (as applicable) confirming receipt of payment for invoice(s) ( )

EVIDENCE OF EXPORT - GOODS

(Y/N or N/A) Transportation documents have been submitted and show shipment from the U.S. to the User’s Country.

(Y/N or N/A) The date of shipment on all transportation documents is on or after the Initial Eligibility Date in the Ex-Im Bank Approval Letter (“Annex B”).

EVIDENCE OF EXPORT – SERVICES/LOCAL COSTS

(Y/N or N/A) The date services were performed is on or after the Initial Eligibility Date in the Ex-Im Bank Approval (“Annex B”).

(Y/N or N/A) The date Local Cost Goods and Services were provided is on or after the Initial Eligibility Date in the Ex-Im Bank Approval (“Annex B”).

ADDITIONAL INFORMATION

## ASSIGNMENT

This Assignment is made pursuant to the terms of Section 8.03(a) of the Master Guarantee Agreement – Finance Lease (Medium Term) dated as of \_\_\_\_\_, \_\_\_\_ (as amended from time to time, the “MGA”), between \_\_\_\_\_ (the “Lessor”) and the Export-Import Bank of the United States (“Ex-Im Bank”) and identified as MGA No. \_\_\_\_-F, and the MGA Foreign Currency Supplement – Finance Lease (Medium Term) dated as of \_\_\_\_\_ between the same parties with respect to the Transaction covered by the Ex-Im Bank Approval dated \_\_\_\_\_, \_\_\_\_ and identified as Ex-Im Bank Transaction No. \_\_\_\_\_-[Country] and the Lease Agreement dated as of \_\_\_\_\_, \_\_\_\_ (the “Lease Agreement”), among the Lessee referred to below, [name any other parties to Lease Agreement,] and the Lessor, and the Lease Supplement(s) No(s). \_\_\_\_ dated as of \_\_\_\_\_ thereunder. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the MGA Foreign Currency Supplement – Finance Lease (Medium Term).

For value received, \_\_\_\_\_<sup>2</sup> (the “Assignor”) hereby assigns to Ex-Im Bank without recourse all of its respective rights, title and interest in and to: (a) the Lease Supplement(s) (the “Lease Supplement(s)”) between \_\_\_\_\_, as Lessor, and \_\_\_\_\_ (the “Lessee”) dated \_\_\_\_\_, \_\_\_\_; (b) the Lease Agreement, pursuant to which the Lease Supplement(s) were executed; (c) all rents under the Lease Agreement and the Lease Supplement(s); [(d) all property and assets leased to the Lessee under the Lease Agreement and Lease Supplement(s)]<sup>1</sup> and [(e) any and all Security (as defined in and required by the MGA).

We hereby certify that:

1. Without Ex-Im Bank’s prior written consent, we have not:
  - (a) agreed to any material amendment of the Lease Agreement or the Lease Supplement(s) or to any material deviation from the provisions thereof; or
  - (b) terminated the lease under the Lease Agreement or any Lease Supplement or demanded payment of the termination value under the Lease Supplement(s).
2. We have [check one]:
  - no Security for payment of the rent under the Lease Agreement and Lease Supplement(s) other than the guarantee of Ex-Im Bank; or
  - Security for payment of the rent under the Lease Agreement and Lease Supplement(s) in addition to the guarantee of Ex-Im Bank as follows: [Describe type and extent of Security.]

<sup>2</sup> If, at the time of demand on Ex-Im Bank, the Lessor is the only Interestholder, only one assignment needs to be executed and delivered with respect to Lease Agreement and all Lease Supplements. If, in addition to the Lessor, there are other Interestholders, each Interestholder including the Lessor needs to execute and deliver an assignment substantially in the form of Annex D. If the Lessor is no longer an Interestholder, the Lessor still needs to execute and deliver an assignment with respect to any residual rights that the Lessor may have in the Lease Agreement, the Lease Supplements and the Security.

<sup>1</sup> Only at the request of Ex-Im Bank.

**[Instructions to Assignor:** If the Assignor has not assigned or otherwise transferred any interest in the Lease Agreement and the Lease Supplement(s), include the following representation]:

3. Other than in connection with this Assignment, we have not assigned or otherwise transferred any interest in the Lease Agreement and the Lease Supplement(s) and [Security] and hold all right, title and interest in the Lease Agreement and the Lease Supplement(s) and [Security].

**[Instructions to Assignor:** If the Assignor is the Lessor and has assigned or otherwise transferred any interest in the Lease Agreement and Lease Supplement(s), include the following representation]:

3. We, the Lessor, have assigned or otherwise transferred all or part of our interest in the Lease Agreement and Lease Supplement(s) and [Security] to one or more Interestholders and we, together with the Interestholders executing the Assignments attached hereto, hold all right, title and interest in the Lease Agreement and Lease Supplement(s) and [Security].

The Assignor acknowledges and agrees that this Assignment is subject to the terms of the MGA and the MGA Foreign Currency Supplement – Finance Lease (Medium Term), including, without limitation, the following:

1. In the event the Assignor receives any payment under or related to the Lease Agreement or Lease Supplement(s) or any Security from a party other than Ex-Im Bank (a “Non-Ex-Im Bank Payment”):

(a) after the date of demand for payment on Ex-Im Bank pursuant to the MGA but prior to the date of Ex-Im Bank's first payment under the MGA, the Assignor shall promptly but in no event later than five (5) Business Days after receipt notify Ex-Im Bank of the date and the amount of such Non-Ex-Im Bank Payment and shall apply such payment in accordance with Section 2.09 of the MGA; and

(b) after Ex-Im Bank's first payment under the MGA, the Assignor shall forward promptly to Ex-Im Bank such Non-Ex-Im Bank Payment.

2. If, in the reasonable judgment of Ex-Im Bank, in order for this Assignment to be valid and enforceable in the Lessee's Country, this Assignment shall need to be sealed, consularized or authenticated in some similar manner, for a period of three (3) years following the date hereof, the Assignor shall cooperate with Ex-Im Bank to the greatest extent practicable in completing such authentication procedures.

The person executing this Assignment on behalf of \_\_\_\_\_ is duly authorized to do so;

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed and delivered this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

[ASSIGNOR]

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_  
(Print)

[MUST BE DATED WITHIN 3 YEARS PRIOR TO DELIVERY OF LEASE AGREEMENT]

We have been and are acting as counsel for [name of the Lessor] (the "Lessor"), which is a lessor in [name of Lessor's country] (the "Lessor's Country"). You have requested our opinion as to certain matters concerning the form of the lease agreement and lease supplement (such a lease agreement, as supplemented by a lease supplement being collectively referred to herein as "Lease Documents") in the forms attached hereto to be entered into by the Lessor and one or more lessees in [name of Lessee's Country] (the "Lessee's Country"). We understand that the Lease Documents will be governed by the laws of the Lessee's Country.<sup>1</sup> We also understand that this opinion is being provided to Export Import Bank of the United States ("Ex-Im Bank") in connection with, and as a condition to, certain credit support given by Ex-Im Bank to the Lessor in connection with the Lease Documents.

In connection with this opinion, we have reviewed such matters of law, and have examined originals, or copies identified to our satisfaction, of such agreements, corporate records, public records, communications of public officials, and other documents and instruments, as we have considered necessary or appropriate.

Based upon the foregoing we are of the opinion that:

(1) Government Authorizations. No consent, license, authorization, approval or exemption from the government of Lessee's Country or Lessor's Country, or any agency, department or any other administrative authority or instrumentality thereof, or any local or other governmental authority within such country (collectively, "Governmental Authorities") is necessary or advisable for the Lessor to engage in the business of leasing in the Lessee's Country [, other than [list], all of which have been obtained and are in full force and effect.]

(2) Recordation. To ensure the legality, validity, enforceability against a Lessee, priority, or admissibility in evidence in the Lessee's Country of any of the Lease Documents, it is not necessary that any of the Lease Documents be registered, recorded, enrolled or otherwise filed with any court or Other Governmental Authority in the Lessee's Country, or notarized; or that any documentary, stamp or other similar tax, imposition, or charge of any kind be paid on or in respect of any of the Lease Documents, other than: [list].

(3) Restrictions. The execution, delivery, and performance, or observance by the Lessor of the terms of and consummation by the Lessor of the transactions contemplated by each of the Lease Documents does not and will not conflict with or result in a breach or violation of: (i) any treaty or other agreement to which the Lessor's Country or the Lessee's Country is subject;; (ii) any law of the Lessor's Country or the Lessee's Country or any other ordinance, decree, constitutional provision, regulation or other requirement of any Governmental Authority in the Lessor's Country or the Lessee's Country (including, without limitation, any restriction on interest that may be paid by the Lessee); or (iii) any order, writ, injunction, judgment, or decree of any court or other tribunal.

(4) Enforceability.

Upon the due and valid authorization, execution and delivery by the Lessee of the Lease Documents, each Lease Document will constitute an obligation of the Lessee that is legal, valid, and binding upon the Lessee, enforceable against the Lessee in accordance with its respective terms, except as such enforceability may be limited by applicable insolvency, reorganization, liquidation, moratorium,

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<sup>1</sup> Make appropriate changes if Lease Agreement is governed by laws of User's Country.

readjustment of debt or other similar laws affecting the enforcement of creditors' rights generally and by the application of general principles of equity, regardless of whether such enforceability is considered in a proceeding at law or in equity.

(5) Legal Form, Judgments, etc. Each of the Lease Documents is in proper legal form for enforcement against the Lessee in the Lessee's Country in the most expeditious manner available under the law of the Lessee's Country. In the event any state or Federal court in the United States renders a final judgment against the Lessee under any of the Lease Documents, the courts of the Lessor's Country would enforce the same without any further review on the merits. The enforcement of a foreign judgment relating to any of the Lease Documents would not be contrary to the law or public policy of the Lessee's Country, any international treaties binding in the Lessee's Country, or generally accepted principles of international law.

(6) No Taxes. There is no tax, withholding tax, duty, stamp tax other fee imposed on or in connection with: (i) the execution, delivery, or performance of any of the Lease Documents; (ii) the enforcement of any of the Lease Documents; or (iii) any payment to be made to the Lessor or Ex-Im Bank under any of the Lease Documents.

(7) Licensing & Qualification. Under the law of the Lessee's Country, neither the Lessor nor Ex-Im Bank will, by reason of their entering into the Lease Documents, performing their obligations, and enforcing their rights thereunder: (i) be required to be qualified, licensed, or otherwise entitled to do business in the Lessee's Country, or be required to comply with any requirement as to foreign registration or qualification in the Lessee's Country; (ii) be subject to taxation in the Lessee's Country; or (iii) be required to make any filing with any court or other Governmental Authority in the Lessee's Country prior to any enforcement of any of the Lease Documents or performance of any of the transactions contemplated by the Lease Documents.

FORM OF EX-IM BANK APPROVAL OF FORM OF LEASE AGREEMENT

\_\_\_\_\_, 20\_\_

[Lessor]
[Address of Lessor]

Re: MGA No. \_\_\_\_-F
Ex-Im Bank Transaction No. \_\_\_\_\_ - [Country]

Ladies and Gentlemen:

The Export-Import Bank of the United States ("Ex-Im Bank") hereby approves the Form of Lease Agreement and Lease Supplement attached hereto to be used under the Master Guarantee Agreement – Finance Lease (Medium Term Credits – Electronic Compliance Program), dated as of \_\_\_\_\_, as amended from time to time (the "MGA") between [Lessor] and Ex-Im Bank on the basis set forth below.

- Lessee's Country: \_\_\_\_\_
- Governing Law: \_\_\_\_\_
- Type of Lease [indicate one]:
\_\_\_ Finance Lease
\_\_\_ Operating Lease
- Special Conditions: This form of Lease Agreement and Lease Supplement may only be used for a Transaction if the Lessor provides evidence of compliance with the following special conditions:
[None/List any conditions, such as registration, payment of taxes, etc., that are advisable in light of the opinions contained in the opinion letter.]

This approval is only effective for the type of lease indicated above. No changes shall be permitted to the form of the Lease Agreement and the Lease Supplement without further approval by Ex-Im Bank. Each Lease Agreement, as supplemented by the Lease Supplement, must contain all Required Lease Provisions. This approval is based upon the opinion letter of \_\_\_\_\_ dated as of \_\_\_\_\_, that you have submitted with the form of Lease Agreement and Lease Supplement. If the legal basis for such legal opinion should change, you must submit to Ex-Im Bank the form of Lease Agreement and Lease Supplement, together with a new legal opinion in the form of Annex E to the MGA, for further approval.

This approval will expire on the date three (3) years after the date of this approval.

Responsible Division: Legal Division (Telephone: (1-202) 565-3460; Facsimile: (1-202) 565-3462)

EXPORT-IMPORT BANK OF THE UNITED STATES

By \_\_\_\_\_
(Signature)

1 Governing law should be consistent with opinion letter.

Name \_\_\_\_\_  
(Print)

Title \_\_\_\_\_  
(Print)

Attachments: Form of Lease Agreement and Lease Supplement