

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

Annex A

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

Attention: Vice President - Responsible Area Division

Re: Master Guarantee Agreement (Medium Term Credits B Electronic Compliance Program) dated as of _____, _____, as amended from time to time (the "MGA") between [Lender] (the "Lender") and the Export-Import Bank of the United States ("Ex-Im Bank"), identified as MGA No. _____-M; and MGA Foreign Currency Supplement (Medium Term Credits) between the same parties.

Ladies and Gentlemen:

The undersigned lender 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]

1. Documentation. The proposed Transaction will be evidenced by a Note or Notes, denominated in the Foreign Currency designated above, as follows: [choose one]:

- An individual Single Disbursement Note (Foreign Currency) for each Disbursement or
- One or more Global Note(s) (Foreign Currency) for all Disbursements; and, in each case, with [choose one]:
 - a Lender Credit Agreement; or
 - no Credit Agreement provided, that the undersigned Lender acknowledges and agrees that Ex-Im Bank may require, in its sole discretion, a Lender Credit Agreement or Ex-Im Bank M/T Credit Agreement.

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

3. Interest Rate. On each Interest Payment Date, the Borrower shall pay 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.¹
- If the Lender will offer a Interest Rate Switch to a floating rate of interest using a Reference Rate other than the Reference Rate (as defined in the MGA) initially chosen, the alternative Reference Rate described in the attachment hereto.

4. 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.
- We do not request that the Guarantee cover the financing of Local Cost Goods and Services.

5. Additional Parties. In addition to Ex-Im Bank and the Lender, 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.

6. Requested Special Conditions.

- Authorization for financing progress payments is requested for the Goods. Complete details of such progress payments are set out in Exhibit A to this Request for Ex-Im Bank Approval.²
- 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**]:

¹ 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.

² Ex-Im Bank will guarantee up to 85% of each progress payment. Progress payments in excess of 60% of the Net Contract Price of Goods may be allowed if specifically authorized by Ex-Im Bank.

All computations of interest and fees hereunder and under the Note(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 Note(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: _____.

7. Used Equipment. If the proposed Transaction supports any purchase 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.

8. Certifications. We certify that neither the Lender signing below, nor any of our Principles 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.

[LENDER]

By _____
(Signature)

Name _____
(Print)

Title _____
(Print)

[Attachment]

FORM OF FEE LETTER

Exhibit 1 to Annex A

[Letterhead of Borrower]

Date _____

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

[Lender]
[Address of Lender]

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

Ladies and Gentlemen:

On [date of Ex-Im Bank Application referred to below], [Lender] (the “Lender”) 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 Lender’s proposal to extend financing to [Borrower] (the “Borrower”), to be guaranteed by Ex-Im Bank, in support of the acquisition of the goods and/or services described below (the “Goods and Services”) for 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] _____¹.

Description of Goods and Services:

_____ ²

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 Borrower hereby undertakes unconditionally that, if Ex-Im Bank issues a final commitment to provide its guarantee with respect to such transaction, the Borrower 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 credit agreement is executed or any promissory note is issued). Ex-Im Banks commitment fee shall be paid on the uncanceled and undisbursed balance of the export financing credit that the Lender 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 Lender. 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

¹ Provide “Contract Price” on Goods and Services listed in Item 17 of the Lender’s Ex-Im Bank Application.

² Provide “Goods and Services Description” on Goods and Services listed in Item 16 of the Lender’s Ex-Im Bank Application.

from Ex-Im Bank detailing the Commitment Fee to the “Final Disbursement Date” specified in that notice. The commitment fee shall be payable on the dates specified in the notice.

For the avoidance of doubt, the Borrower acknowledges and agrees that, unless the Borrower has canceled any remaining undisbursed balance of the export financing credit, Ex-Im Banks commitment fee shall continue to accrue and become due and payable as described above during any period in which the Lenders 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,

[BORROWER]

By _____
(Signature)

Name _____
(Print)

Title _____
(Print)

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

Annex B

_____, ____

[Lender]
[Address of Lender]

Re: MGA No. _____-M
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 (Medium Term Credits B Electronic Compliance Program), dated as of _____, as amended from time to time (the “MGA”) and the Master Guarantee Agreement Foreign Currency Supplement (Medium-Term Credits) dated as of _____ between the same parties (the “MGA Foreign Currency Supplement”) between [Lender] and Ex-Im Bank, for the Transaction described in your application dated _____, _____, on the basis set forth below.

1. Participants¹

\$ Borrower: _____
\$ Guarantor: _____
\$ Purchaser: _____
\$ Exporter(s): _____
\$ Local Cost Provider: _____
\$ Ancillary Services
Provider: _____

2. Goods and/or Services

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

\$ [Ancillary Services Provider: _____
\$ Supply Contract(s) Ref. Number(s): _____
\$ Value of Supply Contract(s)
(in US\$ or For. Curr.): _____
\$ Ancillary Services Provided: _____

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

² 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).

\$ [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 Credit - Foreign Currency.
 \$ Foreign Currency: _____
 \$ Amount of Principal Guaranteed: **[As to Dollar Denominated Supply Contracts:** “Subject to the Disbursement Cap, the aggregate of the Foreign Currency Equivalent of each Disbursement, of U.S.\$ [insert Total Financed Amount]” **[As to Foreign Currency Denominated Supply Contracts:** “[insert Foreign Currency Denominated Total Financed Amount]”
 \$ Disbursement 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 of a Buyer Credit.
 \$ Reference Rate of Interest:³ _____
 \$ Guaranteed Interest Rate:⁴ _____
 \$ Initial Eligibility Date: _____
 \$ Final Disbursement 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 principal 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 Interest Payment Date beginning with the Interest Payment Date occurring on _____.⁵

³ Insert an appropriate, publicly available rate based in the Foreign Currency. If Ex-Im Bank approves an alternative Reference Rate(s) to be used under an Interest Rate Switch, specify all the relevant Reference Rates.

⁴ State the Guaranteed Interest Rate(s) (including any rate in effect after the exercise of a floating rate Switch Option, if any).

⁵ 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

5. Amounts

[For Dollar Denominated Supply Contracts:

\$ U.S. Content: US\$ _____
 o [Ancillary Services US\$ _____]
 o [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.⁶ _____
 o [Ancillary Services F.C. _____]
 o [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\$⁷ _____
 \$ Authorization Exchange Rate: _____]⁸
 \$ Total Exposure Fee (converted to F.C.): F.C. _____
 \$ Foreign Currency
 Total Financed Amount: F.C. _____]

6. Terms of Loan to Borrower

\$ Principal shall be repayable semiannually on each Payment Date in not more than _____ (_____) approximately equal installments, beginning _____, _____ (the “Repayment Dates”).

\$ Interest shall be payable semiannually on each Payment Date, beginning _____, _____ (the “Interest Payment Dates”).

\$ Notes: Single Disbursement Notes B Foreign Currency; or one or more Global Notes B Foreign Currency

least forty-five (45) days thereafter, even if the Credit is not operative by that date.

⁶ “F.C.” refers to the symbol for the applicable Foreign Currency.

⁷ 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. This Dollar amount is calculated by taking the Financed Portion of the Supply Contract, denominated in the Foreign Currency, converting that amount to Dollars at the Authorization Exchange Rate, and then applying the Exposure Fee percentage.

⁸ 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.

\$ Documentation: _____ [(Required by Ex-Im Bank)] [(Not Required by Ex-Im Bank)]⁸

7. Special Conditions:

- Government Authorizations. Lender shall obtain copies, certified as true copies by a duly authorized officer of the Borrower, 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 Borrower of the Note and any other Borrower documents, including, without limitation, all approvals relating to the availability and transfer of Dollars required to make all payments due under any Note.
- Legal Opinion(s). Lender shall obtain an Opinion of legal counsel in the Borrower's Country in form satisfactory to Ex-Im Bank opining that the Borrower 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 Borrower of the Note and any other Borrower documents, including, without limitation, all approvals relating to the availability and transfer of Dollars required to make all payments due under any Note, 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 Lender.]¹⁰

\$ Progress payments: _____ Authorized with respect to Goods prior to delivery in an amount not to exceed 60% of the Net Contract Price of such Goods.¹¹

_____ Not authorized or not applicable.

⁹ Specify whether an Ex-Im Bank M/T Credit Agreement, a Lender Credit Agreement or no Credit Agreement will be used. In the case of a Lender Credit Agreement only, include one of the bracketed provisions to indicate whether such Lender Credit Agreement is required by Ex-Im Bank to evidence the Credit. All Ex-Im Bank M/T Credit Agreements are required by Ex-Im Bank.

¹⁰ These Special Conditions will have to be considered case by case. The form of Foreign Currency Note calls for the automatic conversion to a Dollar denominated Note 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 Note forms more in each Country we can examine dispensing with these Special Conditions.

¹¹ Ex-Im Bank will guarantee up to 85% of each progress payment. Progress payments in excess of 60% of the Net Contract Price of Goods must be specifically authorized by Ex-Im Bank.

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

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 _____, _____

[LENDER]

By _____
(Signature)

Name _____
(Print)

Title _____
(Print)

I. Introduction

Any Credit may be Utilized by (i) the Lender making a Reimbursement, (ii) the issuance a Letter of Credit or (iii) the Lender making a Direct Disbursement. Any such Utilization must comply with the requirements set forth in Part II below. The obligation of the Lender to permit the first Utilization of any Credit shall be subject to the delivery to the Lender of the appropriate documents indicated in Part II below and to the fulfillment, in a manner satisfactory to the Lender, 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 Lender to permit the first Utilization of the Credit shall be subject to the delivery to the Lender of the appropriate documents indicated below and to the fulfillment, in a manner satisfactory to the Lender, of the conditions set forth below:

1. Ex-Im Bank Approval. The fully executed Ex-Im Bank Approval with respect to such Credit shall be in full force and effect.

2. Credit Agreement. If the relevant Ex-Im Bank Approval requires an Ex-Im Bank M/T Credit Agreement or Lender Credit Agreement, such Ex-Im Bank M/T Credit Agreement or Lender Credit Agreement, as the case may be, shall have been executed by all parties and be in full force and effect.

3. Note. If the relevant Ex-Im Bank Approval indicates that all Disbursements are to be evidenced by a one or more Global Notes, the Lender shall have received the fully executed Global Notes in the aggregate principal amount of the Credit.

4. 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, in the case of any Credit documented by an Ex-Im Bank M/T Credit Agreement, each of the conditions precedent to first Utilization set forth therein, shall be fully satisfied or waived by both the Person bound by such condition and the Person benefiting from such condition.

5. No Event of Default. The Lender shall be reasonably satisfied that, at the time all of the foregoing conditions have been satisfied or waived, the Borrower shall have paid when due any amount owing under the Agreement, any Credit Agreement or any Note with respect to the Credit, and, if such Credit is evidenced by an Ex-Im Bank M/T Credit Agreement, 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.

6. 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 Disbursement. In each Transaction, the obligation of the Lender to make each Disbursement under the Credit (including any Disbursement in connection with the first Utilization of such

Credit) shall be subject to the delivery to the Lender of the appropriate documents indicated below and to the fulfillment, in a manner satisfactory to the Lender, 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 (a) in the case of a Reimbursement or Direct Disbursement, on the relevant Disbursement Date or (b) in the case of an L/C Payment, on the date of the issuance of the relevant Letter of Credit.

2. Note. If the relevant Ex-Im Bank Approval indicates that each Disbursement is to be evidenced by a Single Disbursement Note or Note Series, the Lender shall have received the fully executed Single Disbursement Note or Note Series, as the case may be, in the principal amount of the Disbursement. If the Lender has opted to obtain a Global Note, Lender shall have received one or more Global Notes the face amount of which, in the aggregate, equal or exceed the aggregate of the Foreign Currency Equivalent of all Disbursements, including the Disbursement at issue, as of the applicable Disbursement Exchange Rate. All Notes shall be the Foreign Currency forms of Notes prepared by Ex-Im Bank.

3. Disbursement Documents. The Lender must have received the following materials (the "Disbursement 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 Disbursement, 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; *provided* that in the case of a Direct Disbursement, the Lender's receipt of evidence of payment shall not be a condition for Utilization but the Lender shall retain such evidence in its Transaction Document records in accordance with Section 9.08 of the MGA. 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 on-board ocean, airway, railway or other bills of lading ("Bills of Lading") evidencing shipment of Goods from the United States to the Borrower's Country (or, if the Borrower'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 or Progress Payments with respect to Goods.

(c) Exporter's Certificate(s).

(i) In the case of the first Disbursement made in respect of Goods, Services or Local Cost Goods and Services, an original Initial Exporters 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.

(ii) If an Exporter or Ancillary Services Provider delivers to the Lender an Amended Exporters Certificate, such original Amended Exporters 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 Lender an Amended Exporters Certificate changing any of the certifications included in paragraphs 1, 4, 5 or 6 of the Initial Exporters 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 Lender 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") (i) in the case of a Reimbursement or Direct Disbursement, on the relevant Disbursement Date or (ii) in the case of an L/C Payment, on the date of the issuance of the relevant Letter of Credit.

(e) Cash Payment. Evidence that each of the Exporter or any Ancillary Services Provider has received the Cash Payment required under Section 3.01(a) of the Agreement. Evidence of payment may be any of the following: (i) a "paid" stamp on the invoice signed by the Exporter or Ancillary Services Provider; (ii) a copy of a commercial bank's "Advice of Payment" to the Exporter or Ancillary Services Provider; (iii) a copy of both sides of a canceled check made payable to the Exporter or Ancillary Services Provider; or (iv) a letter from the Exporter or Ancillary Services Provider acknowledging payment or financing.

(f) Exchange Rate Documents. All documents evidencing the Disbursement Exchange Rate related to each Disbursement and the exchange rate at which each Disbursement for Local Cost Goods or Services was charged to the Credit.

4. Letters of Credit. The Lender shall require that the Borrower's instructions to any Person that issues, confirms or advises any Letters of Credit shall, with respect to each proposed Letter of Credit, provide that the documents to be presented for drawings under such Letter of Credit meet the documentary requirements of this Annex C. In addition, the Lender shall arrange for each L/C Bank to obtain and send to it within two (2) Business Days following each Disbursement the original documents required to be provided as a condition to making the payments under the Letter of Credit which are related to that Disbursement; *provided*, that except in the case of any Exporter's Certificate (which must be an original at all times), if any such original document is unavailable, a copy of such document will satisfy this requirement.

5. Ex-Im Bank Exposure Fee. Ex-Im Bank shall have been paid the Exposure Fee, or arrangements satisfactory to Ex-Im Bank for the payment thereof shall have been made.¹ 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 Disbursement Date.

6. No Restrictions. To the reasonable knowledge of the Lender, 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 Notes and any Credit Agreement from fulfilling its obligations (a) in the case of a Reimbursement or Direct Disbursement, on the relevant Disbursement Date or (b) in the case of an L/C Payment, on the date of the issuance of the relevant Letter of Credit.

7. Local Cost Goods and Services. As to Transactions arising out of Dollar Denominated Supply Contracts, in connection with any Disbursement in respect of Local Cost Goods and Services that are invoiced to a Purchaser in a currency other than U.S. Dollars, the Lender shall calculate the U.S. Dollar equivalent of each such Disbursement 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 Disbursement Date. The Lender shall retain evidence of each such currency conversion in its Transaction Document files with respect to the relevant Transaction.

As to Transactions arising out of Foreign Currency Denominated Supply Contracts, in connection with any Disbursement in respect of Local Cost Goods and Services that are invoiced to a Purchaser in a currency other than the Foreign Currency, the Lender shall calculate the Foreign Currency equivalent of each such Disbursement 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 Disbursement Date. The Lender shall retain evidence of each such currency conversion in its Transaction Document files with respect to the relevant Transaction.

8. 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, in the case of any Credit documented by an Ex-Im Bank M/T Credit Agreement, each of the conditions precedent to each Utilization set forth therein shall have been fully satisfied or waived by both the Person bound by such condition and the Person benefiting from such condition (a) in the case of a Reimbursement or Direct Disbursement, on the relevant Disbursement Date or (b) in the case of an L/C Payment, on the date of the issuance of the relevant Letter of Credit.

9. No Event of Default. The Lender shall be reasonably satisfied that, at the time all of the foregoing conditions have been satisfied or waived, the Borrower shall have paid when due any amount owing under the Agreement, any Credit Agreement or any Note with respect to the Credit, and, if such Credit is evidenced by an Ex-Im Bank M/T Credit Agreement, 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 (a) in the case of a Reimbursement or Direct Disbursement, on the relevant Disbursement Date or (b) in the case of an L/C Payment, on the date of the issuance of the relevant Letter of Credit.

¹ The "arrangements satisfactory..." language covers the case where the Exposure Fee is included in a Letter of Credit, and, therefore, is not paid to Ex-Im Bank until a drawing is made under such Letter of Credit by the beneficiary.

III. Guarantee Conditions.

A. The obligation of Ex-Im Bank with respect to any Credit to issue a Disbursement Approval with respect to any Disbursement 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 Disbursement Approval. As a condition precedent to the first issuance of a Disbursement 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 (i) in the case of a Reimbursement or Direct Disbursement, on the relevant Disbursement Date or (ii) in the case of an L/C Payment, on the date of the issuance of the relevant Letter of Credit.

(b) Credit Agreement. If the relevant Ex-Im Bank Approval requires that the Credit be documented by an Ex-Im Bank M/T Credit Agreement, such Ex-Im Bank M/T Credit Agreement shall have been fully executed by the parties thereto and be in full force and effect (i) in the case of a Reimbursement or Direct Disbursement, on the relevant Disbursement Date or (ii) in the case of an L/C Payment, on the date of the issuance of the relevant Letter of Credit.

2. Conditions Precedent to the Issuance of Each Disbursement Approval. As conditions precedent to the issuance of each Disbursement Approval by Ex-Im Bank (including the first issuance), the obligation of Ex-Im Bank with respect to any Credit to issue such Disbursement 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 Ex-Im Bank M/T Credit Agreement (if any) or the Note(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 (i) in the case of a Reimbursement or Direct Disbursement, on the relevant Disbursement Date or (ii) in the case of an L/C Payment, on the date of the issuance of the relevant Letter of Credit.

(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 Disbursement 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 Lender a Request for Disbursement Approval with respect to such Disbursement(s); *provided* that the Lender shall use its best efforts to submit each Request for Disbursement Approval within three (3) Business Days after the Disbursement which is covered by such request.

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

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

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

(B) To best to Lender's knowledge, relying solely upon representations and warranties of the Borrower and the Guarantor(s)², if any, opinions of counsel to the Borrower and any such Guarantor and specimen signatures provided by the Borrower and the Guarantor(s) (which representations, warranties and opinions are deemed appropriate by Lender's counsel and which signatures on the Note and on the guarantee of any such Guarantor appear on their face to correspond to the specimens provided), without independent inquiry, the Note 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 Borrower's Country³ [and under the laws of each Guarantor's country]; and the Lender has no knowledge of any fact which would render the Note or the guarantee of any Guarantor unenforceable;

(C) To best of Lenders knowledge, relying solely upon representations and warranties of the Borrower and each Guarantor, if any, and opinions of counsel to the Borrower and each Guarantor (which representations, warranties and opinions are deemed appropriate by Lender's counsel), without independent inquiry, the requirements of any and all laws and regulations of any Governmental Authority of the Borrower's Country and the Guarantors Country with respect to the availability and transfer of foreign exchange required to make all payments under the Note and any guarantee by a Guarantor have been met; and

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

(e) Other Conditions Precedent. Each of the conditions precedent to the issuance of a Disbursement Approval set forth in the Ex-Im Bank Approval with respect to such Credit, if

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

³ The bracketed language is applicable only if the Guarantor is located in a different country than the Borrower.

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 Lender shall be reasonably satisfied that (x) the Borrower shall have paid when due any amount owing under the Agreement, any Credit Agreement or any Note with respect to the Credit, and (y) if such Credit is evidenced by an Ex-Im Bank M/T Credit Agreement, 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 (i) in the case of a Reimbursement or Direct Disbursement, on the relevant Disbursement Date or (ii) if the case of an L/C Payment, on the date of the issuance of the relevant Letter of Credit.

FORM OF EXPORTER'S CERTIFICATE

Exhibit 1 to Annex C

Name and U.S. Street Address of Exporter:

Date: _____, 20__

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

4. 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 the above-referenced sSupply contract(s) or signed purchase order(s) with the Purchaser (the "Supply Contract(s)/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:

1. 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.)
2. 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 Purchasers 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 Banks prior consent to an alternative arrangement).
3. 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 (Regulations).

4. Other Payments; Legal Compliance. Without Ex-Im Banks 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.

5. 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

6. Changes to Certifications. With respect to Part A, we will promptly complete and submit an amended Exporters 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/disbursement-calculator) 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 Exporters 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 Exporters Certificate, noting the changes and with any required attachments, prior to any further presentation of invoices for payment.

7. 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 Banks 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 Banks Fact Sheets on Foreign Content, Local Costs, and Ancillary Services at <http://www.exim.gov/pub81.html> for a further explanation of Ex-Im Banks 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 good 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 Exporters 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 Exporters Certificate is required pursuant to Section 7 of the Certificate, the Exporter should check the “Amended Exporters 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 Exporters 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 Exporters Certificate. The Calculator allows the Exporter to calculate the new disbursement percentage for the transaction. The Calculator (and instructions) is found at <http://www.exim.gov/disbursement-calculator>. 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 Exporters Certificate (and other helpful facts), go to <http://www.exim.gov/>. Should you have any further questions regarding the Exporters 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 Exporters 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 and Aggregate Foreign Content Cause Report 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 Disbursement Approval**

COMPLETE THE FOLLOWING:

Request Number: _____
Transaction Number: _____
Contact Person: _____
Telephone Number: _____
E-mail (optional): _____
Total amount of this request: \$ _____

If local costs, ancillary services, progress payments, foreign currency, interest during construction, or any other Ex-Im Bank approved special disbursement is included in the above, list type and U.S. Dollar or foreign currency amount in this section.

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

Date of Disbursement 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 Disbursement has been calculated in accordance with Section 3.06 of the MGA and the Note conforms with the requirements set forth in the MGA and the Ex-Im Bank Approval ("Annex B").

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

EXPORTER'S CERTIFICATE INFORMATION

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 PRESENTED

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

Gross amount of invoices: \$_____

(Y/N) Invoices 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

(Y/N) The Exporter or Local Cost Provider has received 100% payment for the gross invoice value of all invoices (including any financing for the minimum 15% cash payment, if applicable).

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) and/or, in the case of the Exporter, acknowledgment of cash payment financing. ()

EVIDENCE OF EXPORT - GOODS

(Y/N or N/A) Transportation documents have been submitted and show shipment from the U.S. to the Purchaser'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

(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").

ADDITIONAL INFORMATION

ASSIGNMENT¹

This Assignment is made pursuant to the terms of Section 8.03(a) of the Master Guarantee Agreement (Medium Term Credits B Electronic Compliance Program) dated as of _____, ____ (as amended from time to time, the “MGA”), between _____ (the “Lender”) and the Export-Import Bank of the United States (“Ex-Im Bank”) and identified as MGA No. ____-M, and the MGA Foreign Currency Supplement (Medium Term) dated as of _____ between the same parties with respect to the Transaction covered by the Ex-Im Bank Foreign Currency Approval dated _____, ____ and identified as Ex-Im Bank Transaction No. _____-[Country] [and the Credit Agreement dated as of _____, ____ (the “Credit Agreement”), among the Borrower referred to below, [name any other parties to Credit Agreement,] [Ex-Im Bank] and the Lender]. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the MGA Foreign Currency Supplement (Medium Term).

For value received, _____² (the “Assignor”) hereby assigns to Ex-Im Bank without recourse all of its respective rights, title and interest in and to: (a) the promissory note(s) (the “Note(s)”) of _____ (the “Borrower”) dated _____, ____, in the principal amount of [Foreign Currency Symbol]_____ [respectively]; [(b) the Credit Agreement, pursuant to which the Note was issued;] and [(c)] 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 Note(s) [or Credit Agreement] or to any material deviation from the provisions thereof; or
 - (b) accelerated the maturities of the Note.
2. We have [check one]:
 - ___ no Security for payment of the Note other than the guarantee of Ex-Im Bank; or
 - ___ Security for payment of the Note in addition to the guarantee of Ex-Im Bank as follows: [Describe type and extent of Security.]

[Instructions to Assignor: If the Assignor has not assigned or otherwise transferred any interest in the Note, include the following representation]:

¹ Eliminate references to “Credit Agreement” and/or “Security” if none has been obtained.

² If, at the time of demand on Ex-Im Bank, the Lender is the only Noteholder, only one assignment needs to be executed and delivered with respect to all the Notes and the Credit Agreement. If, in addition to the Lender, there are other Noteholders, each Noteholder including the Lender needs to execute and deliver an assignment substantially in the form of Annex D. If the Lender is no longer a Noteholder, the Lender still needs to execute and deliver an assignment with respect to any residual rights that the Lender may have in the Credit Agreement, the Notes and the Security.

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

[Instructions to Assignor: If the Assignor is the Lender and has assigned or otherwise transferred any interest in the Note, include the following representation]:

3. We, the Lender, have assigned or otherwise transferred all or part of our interest in the Note, [Credit Agreement] and [Security] to one or more Noteholders and we, together with the Noteholders executing the Assignments attached hereto, hold all right, title and interest in the Note, [Credit Agreement] and [Security].

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

1. In the event the Assignor receives any payment under or related to the Note(s) [, the Credit Agreement] 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 Borrower'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.

³[All payments under any Payment Certificate issued in connection with this Assignment should be made to our account [Designation of Account in the United States] at [Name of Commercial Bank], and all communications should be addressed to us as follows:

Address: _____

Attention: _____
Fax: _____
Telephone: _____
E-mail _____

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

³ This paragraph to be added only if the Installment Payment Method is applicable with respect to the assigned Note.

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

[ASSIGNOR]

By: _____
(Signature)

Name: _____
(Print)

Title: _____
(Print)

PAYMENT CERTIFICATE

No. _____
 _____, 20_

TO: [NAME OF NOTEHOLDER]
 [ADDRESS OF NOTEHOLDER]

The Export-Import Bank of the United States (“Ex-Im Bank”) hereby acknowledges the assignment date _____ (“Assignment”) by _____ (“Noteholder”), without recourse, to Ex-Im Bank of all of the Noteholders right, title and interest in and to, inter alia, the promissory note of _____ dated _____, _____, in the face amount of US\$ _____, the payment of which is guaranteed by Ex-Im Bank pursuant to the terms of the Master Guarantee Agreement (Medium Term Credits B Electronic Compliance Program) dated as of _____, (“MGA”), between _____ (“Lender”) and Ex-Im Bank and identified as MGA No. _____ - M and the MGA Foreign Currency Supplement (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]. Capitalized terms used but not defined herein shall have the meanings ascribed in the MGA Foreign Currency Supplement (Medium Term).

Except as otherwise provided below, Ex-Im Bank hereby agrees to pay to the Noteholder or its duly registered assigns (“Certificate Holder”) the principal amount of this Payment Certificate in installments on the payment dates (“Payment Dates”) and in the amounts set forth below. The outstanding principal balance of this Payment Certificate shall bear interest for each Interest Period (hereinafter defined) at a rate per annum equal to [insert Guaranteed Interest Rate (as defined in the MGA)]. Such interest shall be paid in arrears on each Payment Date and shall be calculated on the basis of a year of [360] days and for the actual number of days elapsed. The term “Interest Period” means a period: (i) beginning on _____¹ and ending on, but no including, the next succeeding Payment Date; and (ii) thereafter, beginning on each Payment Date and ending on, but no including, the next succeeding Payment Date; provided that if any Interest Period would otherwise end on a day which is not a Business Day, such Interest Period shall end on, but not include, the next succeeding Business Day. The term “Business Day” means any day on which the Federal Reserve Bank of New York is open for business.

1. Face Amount of the Note: [Foreign Currency Symbol]_____

Total Principal Amount Outstanding under the Note on [date of Certificate]: [Foreign Currency Symbol]_____

¹ The date inserted should be the date on which the default occurred that is the basis of the Lender=s demand on Ex-Im Bank.

Schedule of Payments:

<u>Payment Date</u>	<u>Principal Amount</u>
_____	[Foreign Currency Symbol] _____
_____	[Foreign Currency Symbol] _____
_____	[Foreign Currency Symbol] _____
_____	[Foreign Currency Symbol] _____
_____	[Foreign Currency Symbol] _____

All payments of principal and interest on this Payment Certificate shall be made to the designated account of the Certificate Holder recorded on Ex-Im Banks registry books as of the close of business on the Record Date (hereinafter defined) for the corresponding Payment Date. With respect to any Payment Date, the "Record Date" means the date that occurs fifteen (15) calendar days prior to such Payment Date. The account designated by the Certificate Holder shall be located at a banking institution in the United States that is authorized to accept deposits.

All communications from Ex-Im Bank to the Certificate Holder shall be mailed to the address of such Certificate Holder as such address shall appear on Ex-Im Banks registry books. On the date of the issuance hereof, the account and the address of the Certificate Holder recorded on Ex-Im Banks registry books shall be the account and address, respectively, specified in the Assignment.

The Certificate Holder (or such holders attorney-in-fact duly authorized in writing) shall provide notice of the transfer of this Payment Certificate to Ex-Im Bank in order to record such transfer on the registry books of Ex-Im Bank. All notices to Ex-Im Bank required hereunder shall be sent to the attention of the Office of the Treasurer-Controller at Ex-Im Banks offices at 811 Vermont Avenue, N.W., Washington, D.C. 20571. Ex-Im Bank shall not be required to record any transfer of this Payment Certificate that occurs during the period from and including the Record Date for any Payment Date to and including such Payment Date. Until notice of a transfer of this Payment Certificate has been given to Ex-Im Bank in accordance with the terms hereof, Ex-Im Bank may deem and treat the person in whose name this Payment Certificate is registered on the registry books of Ex-Im Bank as the absolute owner of this Payment Certificate (notwithstanding any notation of ownership or other writing hereon) for the purpose of receiving payment of or on account of the unpaid principal and interest due hereon and for all other purposes, and Ex-Im Bank shall not be affected by any notice to the contrary that does not comply with the terms hereof.

This Payment Certificate is issued pursuant to the MGA and the MGA Foreign Currency Supplement (Medium Term), is subject to the terms and conditions thereof, and is entitled to the benefits thereof.

EXPORT-IMPORT BANK OF THE UNITED STATES

By: _____
(Signature)

Name: _____
(Print)

Title: _____
(Print)