FORM OF REQUEST FOR EX-IM BANK APPROVAL (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

Ladies and Gentlemen:

The undersigned Lessor hereby requests approval of a Guarantee under the subject MGA 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).

1. Documentation. The proposed Transaction will be evidenced 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]:[1]

   ☐ Finance Lease; or

   ☐ Operating Lease.

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

   ☐ Monthly; or

[1] At this time, Ex-Im will consider only Finance Leases.

☐ Quarterly; or

☐ Semi-annually.

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

☐ Level Amortization Method; or

☐ Level Rent Method.

6. Risk Coverage. [2] The Ex-Im Bank Guarantee coverage will be a Comprehensive Guarantee (coverage of commercial risk and political risk).

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) LIBOR (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.[3]

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.

☐ 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.

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[2] If the Lessor wishes to request a Comprehensive Guarantee of a Foreign Currency Finance Lease, the Lessor must sign an MGA Foreign Currency Supplement (Finance Lease) and submit a Form of Request for Ex-Im Bank Approval (Annex A to the MGA Foreign Currency Supplement (Finance Lease)).

[3] In addition to stating the basis and spread, the attachment should include a description of how the basis is determined. The spread must be over a recognized, determinable base rate. For a floating rate loan based on Treasury, state whether the interest rate is an average of Treasury Bill rates prevailing during an interest period or not.

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 (excluding Commitment Fees) and under the Lease Agreement and Lease Supplement(s) shall be made on the basis of a year of 365 days and actual days elapsed; or

☐ All computations of interest and fees hereunder (excluding Commitment Fees) 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, not 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 attached to this certification, 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 Transactions 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 an "Application for Medium-Term Insurance or Guarantee" (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.$_____[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 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 uncancelled 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 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.

[1] Provide "Contract Price" on Goods and Services listed in Item 17 of the Lessor's Ex-Im Bank Application.
[2] Provide "Goods and Services Description" on Goods and Services listed in Item 16 of the Lessor's Ex-Im Bank Application.

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 APPROVAL (Finance Lease) **Annex B**

_____, 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 a 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") between [Lessor] and Ex-Im Bank, for the Transaction described in your application dated _____, 20__, on the basis set forth below.

1. Participants[1]

- Lessee: _____
- Lessee's Country: _____
- Guarantor: _____
- Guarantor's Country: _____
- User: _____[2]
- User's Country: _____
- Exporter(s): _____
- Local Cost Provider: _____
- Ancillary Services Provider: _____

2. Goods and/or Services

- Exporter:[3] _____
- Supply Contract Ref. Number: _____
- U.S.$ value of Supply Contract: US$_____
  - U.S. Content: US$_____
  - Foreign Content: US$_____
  - Net Contract Price: US$_____
- Goods and/or Services Provided: _____

[1] Include references to Local Cost Provider and/or Ancillary Services Provider if approved by Ex-Im Bank.
[2] 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.
[3] Provide the requested information with respect to each Exporter and the relevant Supply Contract. Please note that multiple Supply Contracts may be aggregated if they involve the same parties (i.e., the Exporter and Purchaser are identical in each). Ex-Im Bank will not generally aggregate Supply Contracts involving affiliated, but legally distinct, Exporters. Note that if the Lessor is a U.S. entity and takes title to the Goods and Services, the Lessor is the "Exporter".

[- Ancillary Services Provider: _____
- Supply Contract Ref. Number: _____
- U.S.$ Value of Supply Contract: US$_____
  - U.S. Content: _____
  - Foreign Content: _____
- Ancillary Services Provided: _____]

[- Local Cost Provider: _____
- Local Cost Provider Supply Contract Ref. Number(s): _____
- U.S.$ Value of Supply Contract: US$_____
- Local Cost Goods and Services Provided: _____]

3. Terms of Ex-Im Bank Guarantee

- Financing Type: Medium Term Credit – Finance Lease
- Types of Guarantee Risk Coverage and Credit[4]: Comprehensive
- Type of Lease [choose one]:[5]
  ___ Finance Lease
  ___ Operating Lease
- Amount of Principal Guaranteed: US$_____
- Reference Rate of Interest:[6] _____
- Guaranteed Interest Rate:[7] _____
- Rent Payment Date [choose one]
  ___ Monthly
  ___ Quarterly
  ___ Semiannually
- Rent [choose one]:
  ___ Level Amortization Method
  ___ Level Rent Method
- Initial Eligibility Date: _____
- Final Lease Delivery Date: _____
- Guarantee Availability Date: _____
- Required Operative Date: _____, 20__

4. Exposure and Commitment Fees

- Exposure Fee: [US$_____ per $100][US$_____]
- Exposure Fee Amount: ___ Financed ____ Not Financed
- Exposure Fee Payment method: ___ As Disbursed ____ Up Front

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[4] Annex B (Form of Foreign Currency Ex-Im Bank Approval) to the MGA Foreign Currency Supplement should be used for Comprehensive Guarantees of Foreign Currency Credits.
[5] At this time, Ex-Im Bank will only consider Financing Leases.
[6] If the Reference Rate is a basis other than LIBOR (as defined in the MGA), include such Reference Rate(s) as a special condition.
[7] State the Guaranteed Interest Rate(s).

- Commitment Fee: _____ of 1% per annum of the undisbursed amount of the Credit to Lessee accruing from _____ and payable semiannually on each _____ and _____, beginning with the Rent Payment Date occurring on _____, 20__.[8]

5. Amounts (Total for all Supply Contracts)

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

6. Terms of Lease to Lessee

- Guaranteed Rent shall be payable [semiannually/quarterly/monthly] in not more than _____ (__) installments on the ____ day of each [month] [_____, _____, _____ and _____ [insert calendar months]], beginning on _____, 20__ (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][9]
- Documentation: Lease Agreement and Lease Supplement(s) containing all Required Lease Provisions set forth in Schedule B-6, _____ [insert other] (Required by Ex-Im Bank)

7. 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:
  - ____ 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.]

[8] 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.

[9] 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.

- [Other Conditions: _____]

The Guarantee shall be subject to all of the terms and conditions of the MGA, as supplemented by (a) this Ex-Im Bank Approval, and (b) in the case of a Transaction involving Foreign Currency Credit(s), 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.

Responsible 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 _____, 20__

[LESSOR]

By _____
(Signature)

Name _____
(Print)

Title _____
(Print)

REQUIRED LEASE PROVISIONS[1]

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.

[1] 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 Lessee 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 Ex-Im Bank shall have made a claim payment to the Lessor with respect to any Floating Rate Rent, then, beginning on the date of such claim payment, Special LIBOR shall apply to each such installment of Floating Rate Rent in place of the

Reference Rate contained in the relevant Lease Agreement or Lease Supplement(s) for all purposes and each such installment of Floating Rate Rent shall bear interest at a rate equal to the greater of (A) Special LIBOR and (B) Special LIBOR plus the Margin.

19. The Lease Agreement must provide that if Ex-Im Bank shall have made a claim payment to the Lessor, then, beginning on the date of such claim payment, if any amount of rent then owing to Ex-Im Bank that is not paid in full when due, whether at stated maturity, by acceleration or termination or otherwise, the Lessee shall pay to Ex-Im Bank on demand interest on such unpaid amount (to the extent permitted by applicable law) for the period from the date such amount was due to Ex-Im Bank until such amount shall have been paid in full at an interest rate per annum equal to one percent (1%) per annum above the Guaranteed Interest Rate.

20. 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 uncancelled amount of the Credit.

CONDITIONS PRECEDENT - MEDIUM TERM CREDITS (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 (Finance Lease) with respect to such Credit shall be in full force and effect.

2. Lease Agreement. A Lease Agreement shall have been executed by all parties and 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.

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, 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.

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.

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 is not required other than for Ancillary Services provided by a person other then the Lessor 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, onboard 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 which 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 Supplement 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 and 5, 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]

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. 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.

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.

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

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 (ies); *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.

(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)[2], 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[3] [and under the laws of each Guarantor's country]; and the Lessor has no knowledge of any fact which would render the Lease Agreement, 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 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

[2] 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.
[3] The bracketed language is applicable only if the Guarantor is located in a different country than the Lessee.

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) 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 all 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 not 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 (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) 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 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 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:

Transaction Number: _____

Contact Person: _____

Telephone Number: _____

E-mail (optional): _____

Total amount of this request: U.S.$_____

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 submitted under this request: [ ]

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.$_____

(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

FORM OF ASSIGNMENT OF CREDIT (Finance Lease) **Annex D**

ASSIGNMENT

This Assignment is made pursuant to the terms of Section 8.03(a) of the Master Guarantee Agreement – Finance Lease (Medium Term Credits – Electronic Compliance Program) 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 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,] [Ex-Im Bank] 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.

For value received, _____[1] (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 (the "Lease Supplement") between _____, as Lessor, and _____ (the "Lessee") dated _____, ____, (b) the Lease Agreement, pursuant to which the Lease Supplement was 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 the Lease Supplement(s)][2] 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.]

[1] 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 all the Lease Supplements and the Lease Agreement. 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.

[2] 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 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 Lease Supplement(s) and [Security] and hold all right, title and interest in the Lease Agreement and 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, 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)

FORM OF OPINION OF LESSOR'S COUNSEL AS TO FORM OF LEASE **Annex E**

[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.[1] 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,

[1] Make appropriate changes if Lease Agreement is governed by laws of User's Country.

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, 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.

ANNEX F

FORM OF EX-IM BANK APPROVAL OF FORM OF LEASE AGREEMENT[1]

_____, 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:[2] _____
- 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

[1] Attorney must ensure that all Required Lease Provisions are included and that, based upon the opinion of counsel to the lessor, the Lease Agreement as supplemented by the Lease Supplement is valid and enforceable in the Lessee's jurisdiction.
[2] Governing law should be consistent with opinion letter.

By _____
(Signature)

Name _____
(Print)

Title _____
(Print)

Attachments: Form of Lease Agreement and Lease Supplement

ANNEX G

FORM OF REMARKETING AGREEMENT

REMARKETING AGREEMENT
MASTER GUARANTEE AGREEMENT – FINANCE LEASE

MGA No. ____-F

THIS REMARKETING AGREEMENT (this "Agreement") dated of as _____ __, 20__ is made by and between [NAME OF LESSOR] (the "Lessor") and the Export-Import Bank of the United States, an agency of the United States of America ("Ex-Im Bank"). This Remarketing Agreement is entered into under the Master Guarantee Agreement No. ____-___ dated as of _____ __, 20__ between the Lessor and Ex-Im Bank (including any Schedule, Annex, Exhibit or other attachment thereto, as amended or otherwise modified from time to time, the "Master Guarantee Agreement" or the "MGA").

WHEREAS:

(A) the Lessor and Ex-Im Bank have entered into the Master Guarantee Agreement, pursuant to which, upon satisfaction of the terms and conditions set forth therein, Ex-Im Bank will issue Comprehensive Guarantees with respect to certain export lease financing Credits that the Lessor then intends to establish; and

(B) a condition to the issuance of the Guarantee with respect to each Credit is the execution and delivery of this Agreement.

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

SECTION 1. DEFINITIONS AND PRINCIPLES OF CONSTRUCTION

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

"Disposition" shall have the meaning set forth in Section 2.01(a).

"Equipment" with respect to any Lease Agreement, shall mean all Goods and Services and Local Cost Goods and Services leased under any and all Lease Supplements to such Lease Agreement as to which Ex-Im Bank has issued its Guarantee, and any Security granted in connection with the relevant Credit.

"Ex-Im Bank Reimbursement Amount" with respect to any Lease Agreement and the Transaction relating to such Lease Agreement, shall mean an amount equal to all amounts paid by Ex-Im Bank to or for the account of the Lessor in payment of a claims made under the Master Guarantee Agreement in respect of such Lease Agreement and Transaction, plus all fees and other amounts then owing to Ex-Im Bank relating to the Transaction.

"Lessor Rent Amount" with respect to any Lease Agreement and the Transaction relating to such Lease Agreement shall mean an amount, if any, equal to the termination value under such Lease

Agreement as at date of the payment default in respect of which a claim has been paid by Ex-Im Bank, less the Guaranteed Termination Value as at such date.

"Marketing Instruction" shall mean a written instruction from Ex-Im Bank to the Lessor instructing the Lessor to market the Equipment under any Lease Agreement in accordance with the terms hereof. Ex-Im Bank may revoke a Marketing Instruction at any time.

"Permitted Disposition" shall have the meaning set forth in Section 2.01(b).

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

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

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

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

SECTION 2. AGREEMENTS REGARDING REMARKETING AND PROCEDURES AFTER PAYMENT OF CLAIM

2.01 Assistance in Recovery and Remarketing.

(a) Recovery and Remarketing. The Lessor hereby agrees that upon any payment by Ex-Im Bank upon a demand made by the Lessor with respect to any Lease Agreement, the Lessor will, upon receipt of a Marketing Instruction, promptly take all such steps to recover the Equipment and to rent, re-lease, sell or otherwise dispose of the Equipment (a "Disposition") as the Lessor would similar equipment held for its own account and not subject a guarantee. The Lessor shall procure that the proceeds of any Disposition shall be paid directly to Ex-Im Bank for application as set forth in Section 2.02.

(b) Permitted Dispositions. The Lessor shall not agree to any proposed Disposition of any part of the Equipment without the prior written consent of Ex-Im Bank, other than a Disposition that satisfies all of the following (a "Permitted Disposition"):

(i) the Disposition is of all of the Equipment;

(ii) the Disposition is made for cash;

(iii) the amount of cash received in consideration of the Disposition is not less than the amount needed to satisfy in full clauses (i) and (ii) of Section 2.02.

(c) No Recourse or Warranty. The Lessor shall ensure that any Disposition shall be made expressly "as-is", and without recourse to, or representation or warranty by, Ex-Im Bank, express or implied, of any nature whatsoever.

(d) Further Assurances.

(i) Ex-Im Bank agrees that, from time to time upon the written request of the Lessor, Ex-Im Bank will execute and deliver such further documents and do such other acts and things as the Lessor may reasonably request in order fully to facilitate a Disposition made in accordance with a Marketing Instruction.

(ii) The Lessor agrees that, if a Disposition is made other than pursuant to a Marketing Instruction, from time to time upon the written request of Ex-Im Bank, the Lessor will execute and deliver such further documents and do such other acts and things as Ex-Im Bank may reasonably request in order fully to facilitate a Disposition

2.02 Application of Proceeds. The Lessor and Ex-Im Bank shall each apply the proceeds of any Disposition as follows:

(i) First, to the payment of the reasonable out-of-pocket costs and expenses of the Lessor and Ex-Im Bank of such Disposition, including the fees and expenses of their respective agents and counsel, and all expenses incurred and advances made by the Lessor and Ex-Im Bank in connection therewith, *pro rata* in accordance with the respective amounts due each of the Lessor and Ex-Im Bank;

(ii) Next, to Ex-Im Bank an amount equal to the Ex-Im Bank Reimbursement Amount and to the Lessor an amount, if any, equal to the Lessor Rent Amount, *pro rata* in accordance with the respective amounts due each of the Lessor and Ex-Im Bank; and

(iii) Finally, to the Lessor, or its successors or assigns, or as a court of competent jurisdiction may direct, of any surplus then remaining.

2.03 Method of Payment. All payments required by this Agreement shall be made without set-off or counterclaim in U.S. Dollars in immediately available and freely transferable funds no later than 11:00 A.M. (New York City time) on the date on which due (as applicable) to Ex-Im Bank at the Federal Reserve Bank of New York for credit to Ex-Im Bank's account: U.S. Treasury Department 021030004 TREAS NYC/CTR/BNF=/AC_4984 OBI=Export-Import Bank Due _____ on EIB Transaction No. AP_____-[Country] from [_____] for payment of [Disposition Proceeds] or as otherwise directed in writing by Ex-Im Bank's Treasurer-Controller or Assistant Treasurer.

SECTION 3. MISCELLANEOUS

3.01 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, U.S.A.

3.02 Notices. Except as otherwise specified, all notices given hereunder shall be in writing in the English language, shall include the MGA No. and the applicable Ex-Im Bank Transaction Number (if any) and shall be given by mail, facsimile or personal delivery and deemed to be given for the purposes of this Agreement on the day that such notice is received by the intended recipient thereof. All such notices shall be given in the manner and at the addressed specified in the Master Guarantee Agreement.

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

3.04 Amendment or Waiver; Termination. Ex-Im Bank may amend or modify any of the terms and conditions of this Agreement by written notice to the Lessor. Unless agreed by the Lessor in writing, no such change shall affect any Transaction with respect to which Ex-Im Bank has issued an Ex-Im Bank Approval prior to the date of such change. The Lessor may not amend, modify or waive this Agreement without the written consent of Ex-Im Bank. Any amendment or waiver of any provision of this Agreement by Ex-Im Bank in connection with any Transaction shall be limited to the particular Transaction and shall not constitute an amendment or waiver of such provision for any other purpose. Either the Lessor or Ex-Im Bank may discharge or terminate this Agreement upon fifteen (15) days' prior written notice to the other party hereto; *provided* that such discharge or termination shall not affect any Transaction with respect to which Ex-Im Bank has issued an Ex-Im Bank Approval prior to the date of such discharge or termination without the written consent of the parties hereto.

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

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

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

IN WITNESS WHEREOF the parties set forth below have caused this Remarketing Agreement to be duly executed and delivered as of the date first set forth above.

EXPORT-IMPORT BANK OF THE
UNITED STATES

By: _____
(Signature)

Name _____
(Print)

Title: _____
(Print)

LESSOR:

_____
(Print Full Name of Lessor)

By:[1] _____
(Signature)

Name: _____
(Print)

Title: _____
(Print)

By: _____
(Signature)

Name: _____
(Print)

Title: _____
(Print)]

MGA No. _____-F

[1] Provide for one or more signatures to the extent needed to bind the Lessor.