

LOAN AUTHORIZATION AGREEMENT

THIS LOAN AUTHORIZATION AGREEMENT (this "Agreement") is made and entered into by and between the entity identified as Lender on the signature page hereof (the "Lender") and the Export-Import Bank of the United States ("Ex-Im Bank"). This Agreement sets forth the specific terms and conditions of the Loan Facility known as Guaranteed Loan Facility No. _____ which is guaranteed by Ex-Im Bank pursuant to the Master Guarantee Agreement dated _____ between Ex-Im Bank and Lender (the "Master Guarantee Agreement"). Unless otherwise defined, the capitalized terms used herein which are not defined herein shall have the meanings set forth in the Master Guarantee Agreement.

- 1. Lender's Name and Address: The full name, address, contact person, telephone and telefax numbers of Lender are as follows:

Name: _____
Address: _____

Attention: _____
Telephone: _____
Telecopier: _____

- 2. Borrower's Name and Address: The full name, address, contact person, telephone and telefax numbers of Borrower are as follows:

Name: _____
Address: _____

Attention: _____
Telephone: _____
Telecopier: _____

- 3. Guarantor's Name and Address: Are there Guarantors for the Loan Facility?

Yes
 No

The full name, address, telephone and telefax numbers of each Guarantor are as follows:

Name: _____
Address: _____

Attention: _____
Telephone: _____
Telecopier: _____

4. The Items to be financed:
- A. The Items: (Complete description of goods and services to be exported, e.g. machine tools, electronic components, logs, etc.)
- B. Are Commercial Letters of Credit or Standby Letters of Credit (other than Warranty Letters of Credit) to be issued under this Loan Facility?
- Yes
- No
- C. Are Warranty Letters of Credit expected to be issued under this Loan Facility? If yes, Ex-Im Bank's prior written consent must be given for each such Warranty Letters of Credit.
- Yes
- No
- D. Are Retainage Accounts Receivable to be included in the Export-Related Borrowing Base? If yes, Ex-Im Bank's prior written consent must be given for each such Retainage Account Receivable.
- Yes
- No

5. Maximum Amount, Disbursement Terms and Conditions and Advance Rates:

A. Maximum Amount: \$ _____

B. Disbursement Terms and Conditions:

Disbursements will be made against multiple Export Orders.

Disbursements will be made against a specific contract.

C. Advance Rates by Categories of Primary Collateral:

(1.) Inventory: The Advance Rate for Collateral categorized as Eligible Export-Related Inventory shall be:

_____ percent (___%)

(2.) Accounts Receivable: The Advance Rate for Collateral categorized as Eligible Export-Related Accounts Receivable shall be:

_____ percent (___%)

(3.) Retainage Accounts Receivable: The Advance Rate for Collateral Categorized as Retainage Accounts Receivable shall be:

_____ percent (___%)

(4.) Other Assets: (Describe) _____. The Advance Rate for Collateral categorized as Other Assets shall be:

_____ percent (___%)

D. Type of Loan Facility:

The Loan Facility is a Revolving Loan Facility (other than a Transaction Specific Revolving Loan Facility).

The Loan Facility is a Transaction Specific Revolving Loan Facility.

The Loan Facility is a Transaction Specific Loan Facility.

For a Transaction Specific Revolving Loan Facility or a Transaction Specific Loan Facility identify the Export Order(s):

Country of Export: _____
Contract Price: \$ _____
Contract Number: _____
Contract Date: _____
Parties: _____

6. Security Interests:

Valid enforceable and perfected security interests in the following Collateral, and the proceeds thereof:

A. First priority in the following:

- All Inventory.
- All Export-Related Inventory.
- All Export-Related Inventory relating to Specific Export Order(s).
- All Accounts Receivable.
- All Export-Related Accounts Receivable.
- All Export-Related Accounts Receivable relating to Specific Export Order(s).
- All General Intangibles.
- All Export-Related General Intangibles.
- Other Collateral, please specify. _____

B. Secondary Collateral: Any other assets of Borrower in which Lender is receiving a Lien to secure any other financial accommodations provided by Lender to such Borrower.

Please specify: _____.

- C. Guarantor Collateral: Any assets of a Guarantor or a third party in which Lender is granted a Lien to secure any financial accommodations provided by Lender to Borrower.
Please specify: _____.
- D. Permitted Liens: _____.
- E. The Liens of Lender on the Secondary Collateral shall be a first priority Lien except for the following Liens: _____.
- F. The Liens of Lender on the Guarantor Collateral shall be a first priority Lien except for the following Liens: _____.

7. Terms of Sale of Export Orders:

Export Orders financed under the Loan Facility shall be on terms which are typical for the industry but in no event to exceed 180 days from original invoice date, and shall be on the following terms:

- Confirmed Irrevocable letters of credit.
- Irrevocable letters of credit.
- Open account insured through Ex-Im Bank export credit insurance for comprehensive commercial and political risk.
- Open account insured through non-Ex-Im Bank export credit insurance for comprehensive commercial and political risk.
- Cash payment received prior to shipment.
- Open account uninsured.
- Sight drafts documents against payment (also known as "documentary collections").
- Other terms, please specify. _____.

8. Lender's Interest Rate: _____
9. Facility Fee: Lender will:
- A. remit the Facility Fee shown on Schedule A (attached hereto) within ten (10) Business Days of the Effective Date; and
 - B. submit a completed and signed Schedule A together with the Facility Fee amount determined in accordance with the applicable section of Schedule A within ten (10) Business Days of the first and second anniversaries of the Effective Date, as applicable, with respect to a Revolving Loan Facility (other than a Transaction Specific Revolving Loan Facility).
10. Final Disbursement Date: The earlier of (a) _____ (____) months from the Effective Date or (b) _____, _____.
11. Financial Reporting Requirements: Lender shall require that Borrower and each Guarantor deliver to Lender the following financial statements:
- A. Year End Financial Statements.
Within one hundred and twenty (120) days of Borrower's and each Guarantor's (other than individual Guarantor) fiscal year end or if such Person is required to submit a Form 10-K at the time of filing of such Form 10-K, the income statement, balance sheet and statement of cash flow as of such fiscal year end including, in each case, all footnotes and other disclosures which have been:
 - certified without qualification by an independent accounting firm acceptable to Lender (the "Accountants") (For Loan Facilities of \$5,000,000 or more)
 - reviewed by the Accountants (For Loan Facilities of \$2,000,000 or more but less than \$5,000,000)
 - compiled by the Accountants (For Loan Facilities of \$1,000,000 or more but less than \$2,000,000)
 - internally prepared by management of such Person in accordance with GAAP certified as fairly presenting the financial condition of such Person as of the date thereof by an authorized officer of such Person (For Loan Facilities of less than \$1,000,000)

- B. Quarterly Financial Statements.
Within 45 days of Borrower's and each Guarantor's (other than an individual Guarantor) fiscal quarter end or if such Person is required to submit a Form 10-Q at the time of filing of such Form 10-Q, the income statement, balance sheet and statement of cash flow as of the end of such fiscal quarter which have been internally prepared by management of such Person in accordance with GAAP certified as fairly presenting the financial condition of such Person as of the date thereof by an authorized officer of such Person.
 - C. Individual Guarantor Financial Statements: Once each year a personal financial statement on a bank form or such other form generally accepted by Lender.
12. Country Limitation Schedule.: (See attached Country Limitation Schedule dated _____, attached hereto and made a part hereof, which may be updated from time to time).
13. Special Conditions: (See Schedule B attached hereto and made a part hereof).

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

(Name of Lender)

EXPORT-IMPORT BANK OF THE UNITED STATES

By _____
(Signature)

By _____
(Signature)

Name _____
(Print)

Name _____
(Print)

Title _____

Title _____

Guaranteed Loan Facility No. _____

Reminder: Please return one signed original to Ex-Im Bank, with the appropriate Facility Fee.

Schedule A - Facility Fee Schedule
Schedule B - Special Conditions