

**FORM OF REQUEST FOR EX-IM BANK APPROVAL**

**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 (Medium Term Credits – 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

Ladies and Gentlemen:

The undersigned lender 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]:

An individual Single Disbursement Note for each Disbursement or

A Note Series for each Disbursement or

One Global Note 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.<sup>1</sup> The Ex-Im Bank Guarantee coverage will be [choose one]:

a Comprehensive Guarantee (coverage of commercial risk and political risk) - Buyer Credit; or

a Comprehensive Guarantee (coverage of commercial risk and political risk) - Supplier Credit [this may only be requested if the Lender and Ex-Im Bank have entered into an MGA Supplier Credit Supplement]; or

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<sup>1</sup> If the Lender wishes to request a Comprehensive Guarantee of a Foreign Currency Credit, the Lender must sign an MGA Foreign Currency Supplement and submit a Form of Request for Ex-Im Bank Approval (Annex A to the MGA Foreign Currency Supplement).

- a Political Risk Guarantee (coverage limited to political risk) - Buyer Credit [this may only be requested if the Lender and Ex-Im Bank have entered into an MGA Political Risk Supplement]; or
- a Political Risk Guarantee (coverage limited to political risk) - Supplier Credit [this may only be requested if the Lender and Ex-Im Bank have entered into both an MGA Political Risk Supplement and an MGA Supplier Credit 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) 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.<sup>2</sup>
- If the Lender will offer an Interest Rate Switch to a floating rate of interest using a Reference Rate other than LIBOR (as defined in the MGA), 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.<sup>3</sup>

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<sup>2</sup> 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.

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 Note(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 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 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).

\* \* \*

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

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<sup>3</sup> 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.

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]

[Letterhead of Borrower]

Date \_\_\_\_\_

Export-Import Bank of the United States  
811 Vermont Avenue, N.W.  
Washington, DC 20571  
Attention: Vice President - Responsible 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.\$ \_\_\_\_\_<sup>1</sup>.

Description of Goods and Services:

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

In order to induce Ex-Im Bank to provide its final commitment with respect to the transaction covered by the Ex-Im Bank Application, the 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 Bank’s 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 from Ex-Im Bank detailing

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

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

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.

The Borrower acknowledges and agrees that, unless the Borrower 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 Lender’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,

[BORROWER]

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

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

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

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**[Letterhead of Borrower]**

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

Export-Import Bank of the United States  
811 Vermont Avenue, NW  
Washington, DC 20571

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: Undertaking with Respect to Financial Statement Reporting / Tracking#

Ladies and Gentlemen:

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

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 to deliver to the Applicant and Ex-Im Bank, for the term of the credit: (1) full [audited if credit is for an amount in excess of \$1million] fiscal year financial statements within [90] days after its fiscal year end and (2) interim financial statements, certified by its management, within [45] days after the date which is 6 months prior to its fiscal year end. “

Sincerely,

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

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

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

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

[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 Guarantee to be issued under the Master Guarantee Agreement (Medium Term Credits – Electronic Compliance Program), dated as of \_\_\_\_\_, as amended from time to time (the “MGA”) between [Lender] and Ex-Im Bank, for the Transaction described in your application dated \_\_\_\_\_, 20\_\_, on the basis set forth below.

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

- Borrower: \_\_\_\_\_
- Borrower’s Country: \_\_\_\_\_
- Guarantor: \_\_\_\_\_
- Guarantor’s Country: \_\_\_\_\_
- Purchaser: \_\_\_\_\_
- Purchaser’s Country: \_\_\_\_\_
- Exporter(s): \_\_\_\_\_
- Local Cost Provider: \_\_\_\_\_
- Ancillary Services Provider: \_\_\_\_\_

**2. Goods and/or Services**

- Exporter:<sup>2</sup> \_\_\_\_\_
- 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: \_\_\_\_\_
- [- Ancillary Services Provider: \_\_\_\_\_
- Supply Contract Ref. Number: \_\_\_\_\_
- U.S.\$ Value of Supply Contract: US\$ \_\_\_\_\_

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

<sup>2</sup> 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.



- 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
- Types of Guarantee Risk Coverage and Credit<sup>3</sup>: \_\_\_\_\_
- Amount of Principal Guaranteed: US\$ \_\_\_\_\_
- Reference Rate of Interest:<sup>4</sup> \_\_\_\_\_
- Guaranteed Interest Rate:<sup>5</sup> \_\_\_\_\_
- Initial Eligibility Date: \_\_\_\_\_
- Final Disbursement 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
- Commitment Fee: \_\_\_ of 1% per annum of the undisbursed principal amount of the Loan to Borrower accruing from \_\_\_\_\_ and payable semiannually on each \_\_\_\_\_ and \_\_\_\_\_, beginning with the Interest Payment Date occurring on \_\_\_\_\_, 20\_\_.<sup>6</sup>

**5. Amounts (Total for all Supply Contracts)**

- U.S. Content: US\$ \_\_\_\_\_
- [- Ancillary Services US\$ \_\_\_\_\_]
- [- Special Ancillary Services US\$ \_\_\_\_\_]

<sup>3</sup> Select appropriate Guarantee category—Comprehensive Guarantee of a Buyer Credit; Comprehensive Guarantee of a Supplier Credit; Political Risk Guarantee of a Buyer Credit; Political Risk Guarantee of a Supplier Credit. 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.

<sup>4</sup> If the Reference Rate (either before or after giving effect to a Interest Rate Switch) is a basis other than LIBOR (as defined in the MGA), include such Reference Rate(s) as a special condition.

<sup>5</sup> State the Guaranteed Interest Rate(s) (including any rate in effect after the exercise of a floating rate Interest Rate Switch, if any).

<sup>6</sup> Ex-Im Bank's commitment fee begins to accrue sixty (60) days after the date on which the relevant Credit is authorized by Ex-Im Bank and is due and payable, beginning on the first commitment fee payment date to occur at least forty-five (45) days thereafter, even if the Credit is not operative by that date.



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

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

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

AGREED TO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

[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 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.
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. 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 Purchaser's Country (or, if the Purchaser'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 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 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.

(ii) If an Exporter or Ancillary Services Provider delivers to the Lender 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 Lender 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 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.

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.<sup>1</sup> 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

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<sup>1</sup> 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.

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. 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.

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.

### 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.

(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 the best of the Lender's knowledge, relying solely upon representations and warranties of the Borrower and the Guarantor(s)<sup>2</sup>, 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

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



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 Country<sup>3</sup> [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 the best of the Lender's 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 Guarantor's 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 the best of the Lender's 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 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.

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

**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**

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 the above-referenced supply 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).	%
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**PART B: CERTIFICATIONS**

We hereby certify, as to ourselves and the Ex-Im Bank-approved Goods and Services sourced from the U.S. and the Purchaser's country, 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 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).
  
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). In addition, we are not listed on any of the publicly available debarment lists of the following international financial institutions: World Bank Group, African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development and the Inter-American Development Bank.

4. 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, neither we nor anyone acting on our behalf, such as agents, have engaged, or will 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. (which provides for civil and criminal penalties against companies and individuals who directly or indirectly make or facilitate corrupt payments to foreign officials to obtain or keep business).

Further, neither we nor anyone acting on our behalf in connection with this transaction are currently under charge or have been, within the past 5 years, convicted in any court or been subject to national administrative measures of any country for bribery of foreign public officials.

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 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 <http://www.exim.gov/tools/disbursement-calculator.cfm>) 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.

7. Ex-Im Bank Reliance. With knowledge that Ex-Im Bank will rely on the certifications and representations made in this Exporter's 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 Exporter's 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 Exporter's 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/products/loanguarantee/financing-fees-for-ancillary-services.cfm> for a further explanation of Ex-Im Bank's content and cover policies.

### **Part B: Certifications**

The certifications in Part B cover those Goods and Services sourced from U.S. (or the Purchaser's country) and approved as 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 6 of the Exporter's 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/tools/disbursement-calculator.cfm>. 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 Ex-Im Bank's Operations 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 and Aggregate Foreign Content Cause Report forms and instructions can be found at <http://www.exim.gov/pub/txt/eib01-02.doc> and <http://www.exim.gov/pub/txt/eib01-02a.doc>, respectively. 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

ASSIGNMENT<sup>1</sup>

This Assignment is made pursuant to the terms of Section 8.03(a) of the Master Guarantee Agreement (Medium Term Credits – 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 with respect to the Transaction covered by the Ex-Im Bank 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.

For value received, \_\_\_\_\_<sup>2</sup> (the "Assignor") hereby assigns to Ex-Im Bank without recourse all of its respective rights, title and interest in and to: (a) the promissory note (the "Note") of \_\_\_\_\_ (the "Borrower") dated \_\_\_\_\_, \_\_\_\_, in the principal amount of US\$\_\_\_\_\_; [(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 [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]:

- 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].

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

<sup>2</sup> 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.

**[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, including, without limitation, the following:

1. In the event the Assignor receives any payment under or related to the Note [, 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.

<sup>3</sup>[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;

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

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

[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 Noteholder’s 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 – Electronic Compliance Program) dated as of \_\_\_\_\_, (“MGA”), between \_\_\_\_\_ (“Lender”) and Ex-Im Bank and identified as MGA No. \_\_\_\_\_ - M 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.

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 \_\_\_\_\_<sup>1</sup> 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: US\$\_\_\_\_\_
- 2. Total Principal Amount Outstanding under the Note on [date of Certificate]: US\$\_\_\_\_\_

<sup>1</sup> 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.

3. Schedule of Payments:

<u>Payment Date</u>	<u>Principal Amount</u>
_____	US\$ _____
_____	US\$ _____
_____	US\$ _____
_____	US\$ _____
_____	US\$ _____

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 Bank's 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 Bank's registry books. On the date of the issuance hereof, the account and the address of the Certificate Holder recorded on Ex-Im Bank's registry books shall be the account and address, respectively, specified in the Assignment.

The Certificate Holder (or such holder's 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 Bank's 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, 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)