**ANNEX A**

 [**Two** originals to be provided to EXIM Bank]

To: Export-Import Bank of the United States

811 Vermont Avenue, N.W.

Washington, D.C. 20571

Attention: Working Capital Guarantee Program

 **LOAN AUTHORIZATION NOTICE**

We hereby notify the Export-Import Bank of the United States ("EXIM Bank") that, pursuant to the delegated authority granted by EXIM Bank to the undersigned institution (the "Lender") under the Delegated Authority Letter Agreement referred to below between Lender and EXIM Bank, we have issued an EXIM Bank Guarantee under the Master Guarantee Agreement between EXIM Bank and Lender, of the Loan Facility identified below from Lender to Borrower identified below. The Loan Facility is subject to the specific terms and conditions set forth below. Unless otherwise defined, the capitalized terms used herein shall have the meanings set forth in the Master Guarantee Agreement.

1. Documentation and Location of Loan Documents:

Name of Lender:

Delegated Authority Letter Agreement Number: \_\_\_\_\_\_-DA - 19- \_\_\_\_\_\_\_\_\_

Master Guarantee Agreement Number: \_\_\_\_\_\_ -MGA - 19 -\_\_\_\_\_\_\_\_\_\_\_

Borrower Agreement Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Effective Date of this Loan Facility: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Location of Loan Documents: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If Borrower was assisted by a city/state export agency, please provide the name of the agency, contact person, and telephone number.

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*If space for additional borrowers is needed, please attach supplementary pages to this document

. Is Borrower a Small Business as stipulated by SBA guidelines*?*

 Yes As per (Select either or both as applicable)

[ ]  (1.) SBA standard definition: sorted by NAICS whereby Borrower‘s total sales or total number employees are within the respective threshold amount as applicable.

[ ]  (2.) SBA alternative size standard: (i) Borrower has a maximum tangible net worth of not more than $15 million, **and** (ii) has an average net income after Federal income taxes (excluding any carry-over losses) of not more than $5 million for the last two fiscal years before the date of the application.

 No

 . Additionality: Please select appropriate answer(s).

 [ ]  (.) Borrower meets all small business criteria:

() Maximum Amount is $2 million or less;

() Borrower qualifies as Small Business under SBA Guidelines;

() Borrower employs 100 people or fewer; and

() Borrower's annual revenues do not exceed $10 million.

 [ ]  (.) Repayment risk associated with foreign sale.

 [ ]  (3.) Lender's internal lending limits reached.

 [ ]  (4.) Lender's statutory lending limits reached.

 [ ]  (5.) Other (please specify) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

[ ]  (6.) Lender has adequately addressed each of the requirements of “Additionality” as set forth in the Working Capital Guaranty Manual in its internal credit memorandum.

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

[ ]  Yes

[ ]  No **If no, attach waiver letter from EXIM Bank and/or ownership breakdown.**

[ ] Not Applicable

 The full name, address, telephone number and email address of each Guarantor are as follows\*:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*If space for additional guarantors is needed, please attach supplementary pages to this document

1. The Items to be financed:

. (1.) The Items: (Complete description of goods and services to be exported, e.g. machine tools, electronic components, logs, etc.) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

SIC Code(s)/NAIC No(s).

1. Will Indirect Exports be included in the Export-Related Borrowing Base?

[ ]  Yes. If yes, please indicate which Items above will include Indirect Exports and affirm:

[ ]  Funds available under the Export-Related Borrowing Base derived from Indirect Exports shall at all times constitute no more than 10% of the Maximum Amount of this Loan Facility in accordance with the standard stated in Section 4.15 of the Master Guarantee Agreement; or

[ ]  Funds available under the Export-Related Borrowing Base derived from Indirect Exports might constitute more than 10% of the Maximum Amount of this Loan Facility. **Lender has obtained EXIM Bank's prior written consent to exceed 10% of the Maximum Amount. Attached is a copy of EXIM Bank's written consent.**

[ ]  No.

(3.) Have you obtained an Economic Impact Certification from the Borrower covering all Items listed in 4.A.(1) in accordance with Section 4.09 of the MGA?

[ ]  Yes

[ ]  No

. Are Commercial Letters of Credit or Standby Letters of Credit (other than Warranty Letters of Credit) to be issued under this Loan Facility?

 [ ]  Yes **If yes, approximately what percentage of the Loan Facility will be utilized for Commercial Letters of Credit or Standby Letters of Credit? \_\_\_\_%**

 [ ]  No

. Are Warranty Letters of Credit expected to be issued under this Loan Facility?

 [ ]  Yes

 [ ]  No

. Are Retainage Accounts Receivable to be included in the Export-Related Borrowing Base?

[ ]  Yes

 [ ]  No

1. Maximum Commitment, Advance Rates, Loan Facility Terms:

. Maximum Amount: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

B. Have you issued a Domestic Asset-Based Loan Facility to the Borrower(s)?

[ ]  Yes. If yes, please indicate the Maximum Loan Amount, loan type (revolver, etc.), loan term, issuance date, and maturity date:

[ ]  No.

C. Advance Rates by Categories of Primary Collateral:

(.) Inventory: The Advance Rate (to be multiplied by the Export-Related Inventory Value or Export-Related Historical Inventory Value) for Collateral categorized as Eligible Export-Related Inventory shall be:

 \_\_\_\_ percent (\_\_\_%)

(.) Accounts Receivable: The Advance Rate (to be multiplied by the Export-Related Accounts Receivable Value) for Collateral categorized as Eligible Export-Related Accounts Receivable shall be:

 \_\_\_\_ percent (\_\_\_%)

(.) Retainage Accounts Receivable: The Advance Rate (to be multiplied by the Retainage Value) for Collateral categorized as Retainage Accounts Receivable shall be:

\_\_\_\_ percent (\_\_\_%)

(.) Other Assets (as described in Section 6.A. below): The Advance Rate (to be multiplied by the Other Assets Value) for Collateral categorized as Other Assets shall be:

\_\_\_\_ percent (\_\_\_%)

(5.) Overseas Accounts Receivable: The Advance Rate (to be multiplied by the Export-Related Overseas Accounts Receivable Value) for Collateral categorized as Eligible Export-Related Overseas Accounts Receivable shall be:

 \_\_\_\_ percent (\_\_%)

(6.) Overseas Inventory: The Advance Rate (multiplied by the Export-Related Overseas Inventory Value) for Collateral categorized as Eligible Export-Related Overseas Inventory shall be:

\_\_\_\_ percent (\_\_%)

D. Type of Loan Facility and Exports supported:

(.) Type of Loan Facility:

[ ]  The Loan Facility is a Revolving Loan Facility (other than a Transaction Specific Revolving Loan Facility). (Complete subsections (2.), (3.) and (5.), and, if applicable, (6.) below.)

[ ]  The Loan Facility is a Transaction Specific Revolving Loan Facility. (Complete subsections (3.), (4.), and (5.), and, if applicable, (6.) below.)

[ ]  The Loan Facility is a Transaction Specific Loan Facility. (Complete subsections (3.), (4.), and (5.), and, if applicable, (6.) below.)

(.) For a Revolving Loan Facility, identify the top three countries to which the Items will be exported:

 Country of Export: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Country of Export: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Country of Export: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(.) Estimated Total Export Sales each year to be supported by this Loan Facility: $

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

Country of Export: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Price: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Parties: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

(5.) Lender shall conduct field examinations:

[ ]  At least every six (6) months starting on the date six (6) months following the Effective Date of the Loan Facility.

[ ]  At least every six (6) months starting \_\_\_\_\_\_\_\_\_\_ (specify date no later than six (6) months following the Effective Date of the Loan Facility; semi-annual field examination schedule must include Borrower’s fiscal year end date if audited financial statements will substitute for one field examination annually).

[ ]  Annually starting \_\_\_\_\_\_\_\_\_\_ (specify date: no later than six (6) months following the Effective Date of the Loan Facility; or no later than (12) twelve months following the Effective Date of the Loan Facility, if audited financial statements will substitute for the one field examination annually. Annual field examination schedule must include Borrower’s fiscal year end date if audited financial statements will substitute for one field examination annually).

[ ]  Not Applicable.

(6.) For Loan Facilities with a Loan Facility Term greater than one (1) year, Lender shall provide EXIM Bank an annual review:

[ ]  On each Loan Facility Anniversary Date or

[ ]  Annually starting \_\_\_\_\_\_\_\_\_\_ (specify date no later than the first

 anticipated Loan Facility Anniversary Date).

1. Security Interests:

Subject to the provisions of subsections D, E and F below in this Section 6, Lender agrees to obtain and maintain the following valid, enforceable and perfected security interests in the following Collateral, and the proceeds thereof:

. First priority in the following (check all that apply):

[ ]  All Inventory.

[ ]  All Export-Related Inventory.

[ ]  All Export-Related Overseas Inventory.

[ ]  All Export-Related Inventory relating to Specific Export Order(s).

[ ]  All Export-Related Overseas Inventory relating to Specific Export Order(s).

[ ]  All Accounts Receivable.

[ ]  All Export-Related Accounts Receivable.

[ ]  All Export-Related Overseas Accounts Receivable.

[ ]  All Export-Related Accounts Receivable relating to Specific Export Order(s).

[ ]  All Export-Related Overseas Accounts Receivable relating to Specific Export Order(s).

[ ]  All General Intangibles.

[ ]  All Export-Related General Intangibles.

[ ]  All Other Assets. Please specify: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

[ ]  All Other Collateral. Please specify:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

. 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:

. 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:

. Permitted Liens: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E. The Liens of Lender on the Secondary Collateral shall be a first priority Lien except for the following Liens: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. The Liens of Lender on the Guarantor Collateral shall be a first priority Lien except for the following Liens: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Are you separately collateralizing the Unguaranteed Portion10% portion of this Loan Facility?

No

Yes \_\_\_\_\_ If yes, please specify separate collateral. .

**Note:** Lender cannot collateralize its retained 10% risk with cash, cash equivalents or marketable securities from Borrower, any Guarantor, or any of Borrower's Affiliates (as defined in Section 5(b) of the Delegated Authority Letter Agreement) or any third party guarantors.

1. Terms of Sale:

The terms of sale for the Items under this Loan Facility shall be typical for the industry but in no event shall allow for payment more than 180 days following the original invoice date. The terms may include the following:

[ ]  Confirmed irrevocable letters of credit.

[ ]  Irrevocable letters of credit.

[ ]  Open account insured through EXIM Bank export credit insurance for comprehensive commercial and political risk.

[ ]  Open account insured through non EXIM Bank export credit insurance for comprehensive commercial and political risk.

[ ]  Cash payment received prior to shipment.

[ ]  Open account uninsured.

[ ]  Sight draft documents against payment (also known as "documentary collections").

[ ]  Other terms. **[If checked, any such terms of sale must be fully described on an attached addendum in order for this Notice to be considered complete.]**

1. Interest Rate and Other Fees.

. Lender's Interest Rate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

. Other Fees: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Facility Fee: Lender will 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 Effective Date;

. with respect to a Revolving Loan Facility (other than a Transaction Specific Revolving Loan Facility), within ten (10) Business Days of the first and second anniversaries of the Effective Date, as applicable; and/or

. within ten (10) Business Days of the Effective Date of an Extension of the Final Disbursement Date (such Extensions not to exceed one-hundred-twenty (120) days in the aggregate), as applicable. **Please note that EXIM Bank considers a Renewal to be a new Loan Facility rather than an Extension**.

1. Final Disbursement Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_.
2. Financial Reporting Requirements: Borrower and each Guarantor shall deliver to Lender the following financial statements:

. Year End Financial Statements.
Within one hundred and eighty (180) 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 financial statements have been (check one):

[ ]  certified without qualification by an independent accounting firm acceptable to Lender (the "Accountants") (For Loan Facilities with a Maximum Amount of $5,000,000 or more)

[ ]  reviewed by the Accountants (For Loan Facilities with a Maximum Amount of $2,000,000 or more but less than $5,000,000)

[ ]  compiled by the Accountants (For Loan Facilities with a Maximum Amount 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 with a Maximum Amount of less than $1,000,000)

. Quarterly Financial Statements.
Within 60 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, and certified as fairly presenting the financial condition of such Person as of the date thereof by an authorized officer of such Person.

. Individual Guarantors Financial Statements: Once each year, a personal financial statement on a bank form or such other form generally accepted by Lender.

1. Country Limitation Schedule: (See Country Limitation Schedule dated\_\_\_\_\_\_\_\_\_\_\_\_\_, attached hereto, which may be updated from time to time)

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

Name of Lender: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Signature)

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Print or Type)

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Print or Type)

Address: Telephone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Receipt acknowledged by:

Export-Import Bank of the United States

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature)

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

EXIM Bank hereby designates the Loan Facility referred to in this Loan Authorization Notice as

Guaranteed Loan Facility No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Reminders:

1) Did you include the completed application, signed by Borrower and Lender?

2) Did you include the $100 Application Fee?

3) Did you include the appropriate Facility Fee and the Facility Fee Schedule?

4) Did you complete the Loan Authorization Notice and submit **two** executed originals?

5) Have you attached copies of waivers approved by EXIM Bank?

6) Have you delivered the Country Limitation Schedule to Borrower?

If you need assistance in completing this document, please do not hesitate to contact your Relationship Manager.