



EXPORT-IMPORT BANK  
OF THE UNITED STATES

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NOTICE OF INTENT

September 25, 2015

To: Lenders, Facility Agents, Documentation Agents and Letter of Credit Banks under Ex-Im Bank Direct and Guaranteed Loan Programs

Regarding the Ex-Im Bank Direct and Guaranteed Loan Programs

Ladies and Gentlemen:

Effective October 1, 2015, Ex-Im Bank hereby notifies you of the following changes to the utilization and guarantee procedures under the terms of the documentation governing approved transactions ("Governing Documentation") under the loan and guarantee programs referenced in the attached Appendix:

1. Ex-Im Bank will accept copies of completed and signed Exporter's Certificates.
2. Ex-Im Bank will accept copies of completed and signed Anti-lobbying Certificates.
3. Guarantee Certificates issued by Ex-Im Bank will be transmitted electronically to lenders and facility agents. Ex-Im Bank will no longer provide original "wet signature" Guarantee Certificates.
4. Ex-Im Bank's endorsement of its legend (if requested) for guaranteed loans will be issued as an attachment to the promissory note, and a copy will be transmitted electronically to the requesting lender or facility agent. Except with respect to any guaranteed loan that is convertible to a capital markets offering or to any aircraft transaction with a financed amount in excess of \$20 million or with a repayment term over 7 years, Ex-Im Bank will no longer provide original "wet signature" endorsements of its legend.
5. Reimbursement Undertakings issued by Ex-Im Bank under Master Reimbursement Agreements for direct loans will be transmitted electronically to direct loan letter of credit banks. Ex-Im Bank will no longer provide original "wet signature" Reimbursement Undertakings.
6. Ex-Im Bank will accept copies of any completed and signed Reimbursement Document or L/C Document as defined or otherwise required in the Utilization Procedures set forth in the Governing Documentation.

Except as expressly set forth herein, this Notice of Intent does not modify or waive any provision of any Governing Documentation of an Ex-Im Bank transaction, all of which remain in full force and effect, including all requirements under the Governing Documentation to deliver the aforementioned documents consistent with the other terms and conditions of the Governing Documentation. Further, this Notice of Intent does not modify or waive any right or remedy Ex-Im Bank may have under any Governing Documentation, which are hereby expressly reserved.

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This Notice affects only Ex-Im Bank's rights and obligations under the Governing Documentation. Ex-Im Bank notes that other parties to approved transactions may have independent rights with respect to the Borrower under the Governing Documentation or other documents and this Notice of Intent is not intended, and does not, affect any such rights. Ex-Im Bank notes that the Borrower must continue to comply with all applicable laws and regulations.

Please advise borrowers, exporters and other parties of this Notice of Intent. These changes will allow greater efficiencies and cost-savings for all parties.

If you have any questions, please do not hesitate to contact Kit Arendt (at 202-565-3480; kit.arendt@exim.gov), Donna Schneider (at 202-565-3612; donna.schneider@exim.gov) or Christian Piccolo (at 202-565-3993; christian.piccolo@exim.gov).

Sincerely,



Nicole Valtos  
Vice President  
Operations and Data Quality Division  
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Phone: 202-565-3411

Enclosure: Appendix

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**EX-IM BANK LOAN AND GUARANTEE PROGRAMS SUBJECT TO NOTICE OF INTENT**

The Notice of Intent and each itemized provision therein apply to the Governing Documentation of transactions that have been authorized under Ex-Im Bank's loan and guarantee programs as follows:

<u>Ex-Im Bank Program</u>	<u>Item from Notice of Intent</u>
Master Guarantee Agreement (Medium Term Credits—Electronic Compliance Program)	#1, #2
Master Guarantee Agreement (Medium Term Credits—Medium Term Delegated Authority Program)	#1, #2
Master Guarantee Agreement Foreign Currency Supplement (Medium Term Credits—Electronic Compliance Program)	#1, #2
Master Guarantee Agreement--Finance Lease (Medium Term Credits—Electronic Compliance Program)	#1, #2
Master Guarantee Agreement—Finance Lease Foreign Currency Supplement (Medium Term Credits—Electronic Compliance Program)	#1, #2
Master Guarantee Agreement (Long Term Credits)	#1, #2, #3, #4, #6
Master Guarantee Agreement (Agency—Long Term Credits)	#1, #2, #3, #4, #6
Long-term Guarantee Agreements (excluding Capital Markets and Large Aircraft transactions, as described in the Notice) with Standalone Guarantees among Ex-Im Bank, the Borrower, Guaranteed Lender, and Facility Agent (if applicable)	#1, #2, #3, #4, #6
Direct Loans among Ex-Im Bank, the Borrower and Documentation Agent or Facility Agent	#1, #2, #5, #6
Master Reimbursement Agreements between Ex-Im Bank and the Letter of Credit Bank (Direct Loan Program only)	#1, #2, #5, #6
Credit Guarantee Facilities	#1, #2, #6