

# **EXPORT-IMPORT BANK OF THE UNITED STATES**

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**Portfolio Management & Control Group (PMCG)**

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## **Pre Claim Debt Rescheduling of Transactions under \$15 million**

### **MEDIUM/LONG-TERM LOANS & GUARANTEES AND MEDIUM-TERM INSURANCE ONLY**

Ex-Im Bank's Portfolio Monitoring and Control Group ("PMCG") is responsible for monitoring and managing operative medium and long term transactions of \$15 million and below. These transactions include direct loans, guarantees, and insurance policies originated in the Bank's Trade Finance and Structured Finance Divisions. Transportation transactions are covered by the Transportation Portfolio Management Division.

Unforeseen changes in business and operating conditions may potentially have an adverse impact on a borrower's ability to make timely payments in accordance with the terms of the financing as originally approved by Ex-Im Bank. PMCG is committed to working with lenders and borrowers to address such challenges and will consider requests for rescheduling of outstanding guaranteed/insured loans based on a comprehensive assessment of the obligor's financial condition and business prospects. Lenders and borrowers are encouraged to contact Ex-Im Bank as soon as possible if they anticipate a default/potential default situation.

### **INFORMATION REQUIREMENTS**

In order to initiate consideration of a rescheduling request, PMCG will typically require the following:

1. A formal rescheduling request from the guaranteed/insured lender, including the following:
  - a. obligor's name, ownership details, organization chart, as well as transaction details (e.g., transaction tracking number, payment history, outstanding debt balance, repayment schedule, final maturity, anticipated/actual date of default, amount of default, etc.);
  - b. description of the circumstances that led to obligor's inability to make a timely payment ;
  - c. requested rescheduling terms.
2. Obligor's historical audited financial statements (including full income statement, balance sheet, and cash flow) for the last three fiscal years and the latest company prepared interim statements, together, in each case, with all necessary explanatory notes. Supplemental information including:
  - a. a schedule of all existing indebtedness (including off balance sheet transactions), identifying amounts, providers, repayment terms, security/collateral granted (if any), and repayment status);
  - b. a schedule of all material off balance sheet commitments, contingent liabilities, together with explanatory notes;
  - c. disclosure of all transactions with affiliates and/or related parties.
3. Detailed financial forecast / projections (including income statements, balance sheets and cash flows) for the proposed repayment period.
4. Copies of the lender's credit documentation (loan agreement, promissory note, collateral documents, if any) and other material agreements of the borrower/obligor, such as long term contracts, other financing arrangements, etc.

In addition to the foregoing, Ex-Im Bank may require such other information that it considers necessary in order to evaluate the rescheduling request. Ex-Im Bank provides no assurance that a particular request will be approved, even if all of the requested information is provided. Certain types of transactions, such as those guaranteed by financial institutions, are not considered for rescheduling.

## GENERAL RESCHEDULING TERMS

Any rescheduling/extended repayment plan must be supported by the obligor's ability to pay as demonstrated by the financial projections reviewed and accepted by Ex-Im Bank. Typical terms and conditions of a rescheduling will include the following:

1. Collateral (if the transaction has been previously unsecured) or additional collateral (if the transaction is already secured) to provide Ex-Im Bank with a loan to value ratio appropriate in the context of the contemplated transaction. At a minimum, collateral value must exceed 1.5 times of the outstanding debt. An appraisal of collateral value (to be furnished by an appraiser acceptable to Ex-Im Bank) will be required in all cases. Guarantees: Maintenance of all existing corporate and personal guarantees, together with any additional personal and/or corporate guarantees that may be required.
2. Financial and non-financial covenants, including:
  - a. furnishing detailed quarterly and audited annual financial statements,
  - b. restrictions on incurrence of additional indebtedness, granting of liens on unencumbered assets, payment of dividends or any other distributions to owners,
  - c. maintenance of certain financial ratios, such as maximum leverage ratio and minimum debt service coverage ratio and other financial ratios customary and appropriate for the transactions contemplated.
3. Restrictions on changes in ownership, mergers/acquisitions and other fundamental changes.
4. Amendments to all existing credit documentation and preparation of any additional documentation (with respect to collateral, guarantees, etc.) as appropriate.

In addition to the foregoing, Ex-Im Bank may incorporate other terms and conditions necessary and appropriate in the context of the rescheduling contemplated.

All legal and out of pocket expenses incurred by Ex-Im Bank and the guaranteed lender will be for the account of the borrower, and may not be financed. Additionally, Ex-Im Bank will require the payment of a restructuring fee (**minimum**: 2% of the loan amount) at closing.