

**EXPORT-IMPORT BANK OF THE UNITED STATES
WORKING CAPITAL GUARANTEE PROGRAM**

DELEGATED AUTHORITY LETTER AGREEMENT

NUMBER: _____ - DA - 99 - _____

[Name and Address of Financial Institution]

Ladies and Gentlemen:

Subject to the terms and conditions of this Delegated Authority Letter Agreement (this "Agreement"), the Export-Import Bank of the United States ("Ex-Im Bank") hereby delegates authority to the institution to which this Agreement is addressed ("Lender") to commit Ex-Im Bank's Guarantee on Credit Accommodations from Lender to Borrowers under Ex-Im Bank's Working Capital Guarantee Program, pursuant to the terms and conditions of the Master Guarantee Agreement referenced on the signature page hereto and all schedules exhibits and annexes thereto, as the same may be amended, modified or supplemented from time to time (the "Master Guarantee Agreement") between Lender and Ex-Im Bank. Unless otherwise defined, the capitalized terms used herein shall have the meanings set forth in the Master Guarantee Agreement.

(1) Credit Analysis and Loan Administration. The authority delegated to Lender by this Agreement (the "Delegated Authority") is provided based upon Ex-Im Bank's reliance on Lender's credit judgment. Lender may exercise its Delegated Authority with respect to each Loan Facility to a particular Borrower only after it has analyzed such Borrower's application thereof, including all supporting materials, and has determined that such Borrower is creditworthy and offers a reasonable assurance of repayment of the Loan Facility. Any Loan Facility guaranteed by Ex-Im Bank pursuant to Lender's Delegated Authority must be administered and serviced by Lender using the same procedures as Lender uses for other similar loans not guaranteed by Ex-Im Bank, except to the extent (if any) that such procedures of Lender are inconsistent with the requirements of this Agreement.

(2) Governing Documents. The provisions of the Master Guarantee Agreement govern Ex-Im Bank's Working Capital Guarantee Program and this Agreement, and must be adhered to in Lender's exercise of its Delegated Authority, subject to the following modifications:

(a) all references to a "Loan Authorization Agreement" in the Master Guarantee Agreement shall be deemed to refer to a Loan Authorization Notice in the form of Annex A to this Agreement, and references to execution by Ex-Im Bank and Lender of any such Loan Authorization Agreement shall be deemed to refer to the requirement

herein for delivery to Ex-Im Bank of a Loan Authorization Notice duly executed by Lender;
and

(b) Article III of the Master Guarantee Agreement shall be deemed to be modified so that it shall apply only to the amount of the Facility Fee that is required to be paid to Ex-Im Bank in accordance with the Facility Fee Schedule to the Loan Authorization Notice.

All other provisions of the Master Guarantee Agreement shall remain unmodified and in full force and effect.

(3) Conditions for Effectiveness of a Guarantee Issued Under Delegated Authority.

Lender's exercise of Delegated Authority with respect to a particular Loan Facility shall be effective only if, in addition to any other materials required to be delivered pursuant to the Master Guarantee Agreement, the following is provided to Ex-Im Bank within ten (10) Business Days after the Effective Date:

(a) one (1) completed executed original of the SBA/Ex-Im Bank Joint Application Form (the "Application Form") and the \$100 application fee. The Application Form is required solely for administrative purposes and shall be automatically deemed approved by Ex-Im Bank with respect to all Guarantees issued pursuant to Lender's exercise of Delegated Authority;

(b) two (2) completed originals of the Loan Authorization Notice executed by an Authorized Officer (as defined below in Section 4);

(c) a written notice stating that Lender and Borrower have executed the Loan Documents as of the specified Effective Date; and

(d) the portion of the Facility Fee due to Ex-Im Bank in accordance with the Facility Fee Schedule.

Ex-Im Bank will acknowledge receipt of the complete set of the above materials, the application fee and the Facility Fee via telefax sent to Lender within five (5) Business Days. Ex-Im Bank will return to Lender one (1) original of the Loan Authorization Notice executed by Ex-Im Bank and designating the Ex-Im Bank "Guaranteed Loan Facility Number". Thereafter, all correspondence from Lender to Ex-Im Bank with respect to such Loan Facility must reference the Guaranteed Loan Facility Number. Provided that the requirements of this Section are satisfied within the time frame specified above, the effective date of the Guarantee shall be the Effective Date for the Loan Facility. Lender shall notify Ex-Im Bank in writing within five (5) Business Days of any amendment to the terms or conditions specified in the Loan Authorization Notice.

(4) Designation of Authorized Officers. Lender must at all times employ at least two (2) persons who have completed the Ex-Im Bank "Priority Lender Program" training course (or any Ex-Im

Bank-approved alternate training course) (each such person, an "Authorized Officer"). For each Authorized Officer, Lender shall provide Ex-Im Bank with a completed Authorized Officer Designation Notice in the form of Annex B to this Agreement. An Authorized Officer must approve in writing any Loan Facility made in connection with the exercise of Lender's Delegated Authority. If Lender elects to withdraw the authority of any Authorized Officer (which Lender may do in its sole discretion for any reason), Lender shall send promptly to Ex-Im Bank written notice of such action. If Lender has less than two (2) Authorized Officers for a period of four (4) months, Lender's Delegated Authority shall be suspended automatically (unless such suspension is waived in writing by Ex-Im Bank) until at least two (2) Authorized Officers have been designated by Lender. Any such suspension shall not affect the validity and continued effectiveness of the Guarantee for any Loan Facility made prior to suspension of Lender's Delegated Authority.

(5) Maximum Guarantee Limits and Other Requirements. (a) Lender's exercise of its Delegated Authority shall be subject to the maximum Dollar limits applicable to Lender's level of Delegated Authority as indicated below:

Lender has been designated a "Super" Level Lender and is subject to a maximum principal amount per Loan Facility of Ten Million Dollars (\$10,000,000), a maximum aggregate principal amount per Borrower for all Loan Facilities of Ten Million Dollars (\$10,000,000), and a maximum aggregate principal amount outstanding from time to time for all Loan Facilities of One Hundred and Fifty Million Dollars (\$150,000,000); *provided* that the aggregate liability of a Borrower and its Affiliates (as defined below) for all Loan Facilities shall not exceed the principal amount of Ten Million Dollars (\$10,000,000) at any time outstanding

Lender has been designated a "High" Level Lender and is subject to a maximum principal amount per Loan Facility of Five Million Dollars (\$5,000,000), a maximum aggregate principal amount per Borrower for all Loan Facilities of Five Million Dollars (\$5,000,000), and a maximum aggregate principal amount outstanding from time to time for all Loan Facilities of Seventy-Five Million Dollars (\$75,000,000); *provided* that the aggregate liability of a Borrower and its Affiliates for all Loan Facilities shall not exceed the principal amount of Five Million Dollars (\$5,000,000) at any time outstanding

Lender has been designated a "Medium" Level Lender and is subject to a maximum principal amount per Loan Facility of Three Million Five Hundred Thousand Dollars (\$3,500,000), a maximum aggregate principal amount per Borrower for all Loan Facilities of Three Million Five Hundred Thousand Dollars (\$3,500,000), and a maximum aggregate principal amount outstanding from time to time for all Loan Facilities of Fifty Million Dollars (\$50,000,000); *provided* that the aggregate liability of a Borrower and its Affiliates for all Loan Facilities shall not exceed the principal amount Three Million Five Hundred Thousand Dollars (\$3,500,000) at any time outstanding

Lender has been designated a "Basic" Level Lender and is subject to a maximum principal amount per Loan Facility of Two Million Dollars (\$2,000,000), a maximum aggregate principal

amount per Borrower for all Loan Facilities of Two Million Dollars (\$2,000,000), and a maximum aggregate principal amount outstanding from time to time for all Loan Facilities of Twenty-Five Million Dollars (\$25,000,000); *provided* that the aggregate liability of a Borrower and its Affiliates for all Loan Facilities shall not exceed the principal amount of Two Million Dollars (\$2,000,000) at any time outstanding

(b) Lender may not use its Delegated Authority in connection with any Loan Facility to an Affiliate of Lender. For the purposes of this Agreement, the term "Affiliate" of Borrower or Lender, as the case may be, shall mean (a) all persons, companies or other entities owning or otherwise controlling more than twenty percent (20%) of the voting share capital (or equivalent right of ownership) of Borrower or Lender, as the case may be, or having the power to direct such Borrower's or Lender's policies and/or management whether by contract or otherwise (each such person, company or other entity, a "Controlling Affiliate"), (b) all companies or other entities in which a Controlling Affiliate owns or otherwise controls more than twenty percent (20%) of the voting share capital (or equivalent right of ownership) or has the power to direct the policies and/or management of, whether by contract or otherwise and (c) all companies or other entities in which Borrower or Lender, as the case may be, owns or otherwise controls more than twenty percent (20%) of the voting share capital (or equivalent right of ownership) of or has the power to direct the policies and/or management of, whether by contract or otherwise.

(c) Any Loan Facility in excess of Five Million Dollars (\$5,000,000) approved by Lender pursuant to its exercise of its Delegated Authority as a "Super" Level Lender shall be monitored and serviced by a domestic asset-based lending division or affiliate of Lender (which division may be Lender itself).

(6) Minimum Credit Criteria and Other Requirements. In order for Lender to exercise its Delegated Authority with respect to a particular Loan Facility, each of the requirements set forth below must be satisfied. If any of the requirements of this Section cannot be satisfied, whether for a new Loan Facility or a renewal of a Loan Facility, Lender must submit an application package to Ex-Im Bank for review and approval

(a) Lender must make an evaluation of Borrower's financial condition comparing Borrower's most recent fiscal year end financial ratios to financial ratios for the appropriate industry peer comparison group in the most recently published version of the Robert Morris Associates Annual Statement Studies ("RMA"). In making this comparison, all ratios of Borrower must be compared against the ratios listed under either the RMA "Current Data Sorted by Assets" category or the RMA "Current Data Sorted by Sales" category, and such comparison must only be made against companies which have the same primary Standard Industrial Classification Code as Borrower. The evaluation must show that Borrower's financial ratios fall within the RMA's Lower Quartile (as defined therein) for at least four (4) of the following ratios (as defined in the RMA): Current Ratio, Net Sales/Total Assets, Debt to Worth Ratio, Net Profit + Depreciation, Depletion,

Amortization Expense/Current Portion of Long-Term Debt, EBIT/Interest,
Sales/Inventory Ratio and Sales/Accounts Receivable.

Cost of

(b) Based on the most financial data available, Borrower must have a positive tangible net worth determined in accordance with GAAP. For the purpose of this determination, Borrower's net worth must be (i) increased by any debt of Borrower subordinated to the Loan Facility, and (ii) decreased by all intangible assets (including without limitation, all patents, licenses, goodwill, subscription lists, capitalized software, organization expenses, covenants not to compete, and investments in and monies due from Affiliates, officers and directors of Borrower).

(c) Any Controlling Affiliate of Borrower must guarantee the Loan Facility except that venture capital firms or other investment groups are excluded from this requirement. All personal guarantors must provide a current signed financial statement on a bank form

(d) Lender must prepare a credit memorandum and financial analysis using either Lender's own form or the standard Ex-Im Bank credit memorandum format (which will be supplied by Ex-Im Bank upon request). This analysis must evidence that in Lender's opinion (i) Borrower is creditworthy and offers a reasonable assurance of repayment of the Loan Facility and (ii) the "Additionality" requirement set forth in Section II(J) of the Working Capital Guarantee Program Manual has been met.

(e) No Loan Facility Term may exceed twelve (12) months except that the Loan Facility Term for a Revolving Loan Facility (other than a Transaction Specific Revolving Loan Facility), may be for a period of up to thirty six (36) months provided that (i) Lender is also committing to provide the applicable Borrower a revolving credit facility in addition to the Loan Facility for the same time period and (ii) Lender customarily provides financial accommodations for such time periods.

(f) Lender may grant an Extension of a Loan Facility Term provided that (i) Lender within ten (10) Business Days of such Extension provides Ex-Im Bank with written notice of such Extension and (ii) Ex-Im Bank receives payment of the portion of the Facility Fee due to Ex-Im Bank in accordance with the Facility Fee Schedule to the Loan Authorization Notice.

(g) Any waivers obtained by Lender from Ex-Im Bank in connection with any new Loan Facility to be committed under Lender's Delegated Authority shall be valid only for the Loan Facility Term and for any Extensions thereof which comply with Section (f) above provided that the Effective Date of the Loan Facility occurs no later than ninety (90) days from the date of Ex-Im Bank's agreement to the waiver. If the

Effective Date of a Loan Facility occurs after such ninety (90) day period, such waiver shall be null and void unless an extension thereof is approved by Ex-Im Bank in writing. Any waivers obtained by Lender from Ex-Im Bank in connection with a Loan Facility shall be null and void as respects a new Loan Facility established after the end of a Loan Facility Term or any Renewal unless Lender shall have applied for another waiver and received the prior written consent of Ex-Im Bank thereto.

(7) Collateralization. (a) At a minimum, Transaction Specific Loan Facilities and Transaction Specific Revolving Facilities must be collateralized by a valid, perfected first priority Lien, subject only to Permitted Liens, under the laws of the United States in all Export-Related Inventory (if any) financed under the Loan Facility and all Export-Related Accounts Receivable financed under the Loan Facility, and Revolving Loan Facilities (other than Transaction Specific Revolving Facilities) must be collateralized by a valid, perfected first priority Lien subject only to Permitted Liens in all Export-Related Inventory (if any) and all Export-Related Accounts Receivable, whether or not financed under the Loan Facility. In addition, in the event Lender is receiving a Lien on any other assets to secure any other credit accommodations provided by Lender to a Borrower, such Lien shall also secure the Loan Facility Obligations. Lender shall also obtain any additional Collateral that it deems necessary in order to satisfy the reasonable assurance of repayment requirement for the Loan Facility.

(b) Notwithstanding Section 4.02(c) of the Master Guarantee Agreement, for any Loan Facility made pursuant to its Delegated Authority, Lender shall have the option to separately collateralize the ten percent (10%) portion of any Loan Facility which is not guaranteed by Ex-Im Bank provided that the Lien granted in such assets also secures the Loan Facility Obligations; provided, however, Lender may not separately collateralize the ten percent (10%) unguaranteed portion of any Loan Facility with cash, cash equivalents or marketable securities from Borrower, any Affiliate of Borrower, any Guarantor or any other third party.

(8) Location of Records and Availability for Examination. Lender shall notify Ex-Im Bank in writing if any Loan Documents with respect to a Loan Facility are moved from the location indicated in the Loan Authorization Notice. Such notice shall be sent within five (5) Business Days of any such move and shall identify the new location of the Loan Documents. At the request of Ex-Im Bank, Lender will deliver to Ex-Im Bank or gather together at the location indicated in the Loan Authorization Notice (or another location agreed upon with Ex-Im Bank) for review by Ex-Im Bank all Loan Documents and records relating to Loan Facilities established by Lender pursuant to its Delegated Authority.

(9) Military and Nuclear Items. Lender is prohibited from using its Delegated Authority in connection with any Loan Facility which is used to finance the sale of (a) Items directly or indirectly destined for use by any military organization, (b) defense articles or services or Items otherwise designed primarily for military use (regardless of the nature or actual use of the Items) or (c) Items to be used in the construction, alteration, operation or maintenance of nuclear power, enrichment, reprocessing, research or heavy water production facilities.

(10) Modification, Suspension and Termination. Ex-Im Bank reserves the right to delete,

modify or supplement any term or condition of this Agreement effective thirty (30) calendar days after written notice is sent by Ex-Im Bank to Lender; provided that such deletion, modification or supplement shall not affect the validity and continued effectiveness of the Guarantee for any Credit Accommodation made prior to such deletion, modification or supplement. By written notice to Lender, Ex-Im Bank may also immediately suspend Lender's right to exercise Delegated Authority either completely or with respect to Credit Accommodations supporting exports to certain countries in the event Ex-Im Bank does not receive appropriations to fund its activities or is prohibited by law from supporting exports to certain countries; provided that such suspension shall not affect the validity and continued effectiveness of the Guarantee for any Credit Accommodation made prior to such suspension. Either Lender or Ex-Im Bank may terminate this Agreement for any reason upon thirty (30) calendar days written notice; provided that such termination shall not affect the validity and continued effectiveness of the Guarantee for any Credit Accommodation made prior to such termination. Additionally, Ex-Im Bank may terminate this Agreement for Cause (as defined below) immediately upon written notice to Lender; provided that any such termination shall not affect the validity and continued effectiveness of the Guarantee for any Credit Accommodation made prior to such termination. For purposes of this Agreement, "Cause" shall mean: (a) a finding by Ex-Im Bank in its reasonable judgment that (i) Lender has acted in a fraudulent manner or with intentional misconduct in connection with its exercise of Delegated Authority, (ii) Lender has exercised its Delegated Authority in a manner which violates the requirements of the Master Guarantee Agreement or this Agreement, or (iii) the continued financial viability of Lender has become questionable; (b) Lender has failed to exercise its Delegated Authority for a period of twelve (12) months; or (c) Lender has failed to designate at least two (2) Authorized Officers for a period of four (4) months.

(11) Notifications; Governing Law. (a) All notifications between the parties to this Agreement shall be given in accordance with the requirements of and to the parties set forth in Section 6.02 of the Master Guarantee Agreement.

(b) This Agreement and the obligations arising under this Agreement shall be governed by, and construed in accordance with the laws of the State of New York, United States of America, applicable to contracts made and performed in such State, without regard to the principles thereof regarding conflicts of laws.

Please indicate your agreement to and acceptance of this Delegated Authority Letter Agreement by returning an executed original of this Agreement to Ex-Im Bank. A duplicate original of this Agreement, executed by Ex-Im Bank, is attached for your records.

EXPORT-IMPORT BANK OF THE UNITED STATES

By: _____
(Signature)

Name: Sam Z. Zytcer

Title: Vice President, United States Division

811 Vermont Avenue, N.W.
Washington, D.C. 20571
Attention: Vice President
United States Division

Accepted and Agreed:

Name of Lender

By: _____
(Signature)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Date of Acceptance: _____

Delegated Authority Letter Agreement Number: _____ - DA - 99 - _____

Issued in connection with:

Master Guarantee Agreement Number: _____ - MGA - 99 - _____

Master Guarantee Agreement date: _____

ANNEXES:

Annex A - Loan Authorization Notice

Annex B - Authorized Officer Designation Notice