

These Certifications are incorporated into the Notice of Claim and Proof of Loss – Working Capital as if fully and directly set forth in the Notice of Claim and Proof of Loss – Working Capital. When signing a Notice of Claim and Proof of Loss, the Lender certifies that the representations made and the facts stated in both the Notice of Claim and Proof of Loss and these Certifications are true to the best of the Lender’s knowledge and belief, and the Lender has not misrepresented or omitted any material facts. With knowledge that EXIM will rely on the certifications and representations made in both the Notice of Claim and Proof of Loss and these Certifications, the Lender agrees that it is liable for any damages suffered by EXIM’s reliance.

All statements and certifications to EXIM set forth in these Certifications are subject to penalties for fraud and for providing false documentation, including, but not limited to, those criminal penalties provided for in Article 18 U.S.C. Section 1001.

The Lender **CERTIFIES** to the Export-Import Bank of the United States (“EXIM”) that to the best of Lender’s knowledge and belief, after due diligence, the statements set forth below are true and correct.

Neither Lender, nor any of its Principals (as defined in the Debarment Regulations identified below), has, within the past 3 years, been:

- 1) debarred, suspended, declared ineligible from participating in, or voluntarily excluded from participation in a Covered Transaction (as defined in the EXIM and Government-wide debarment regulations, found at 2 CFR Part 3513 and 2 CFR Part 180, respectively) (collectively the “Debarment Regulations”);
- 2) formally proposed for debarment from participating in a Covered Transaction, with a final determination still pending;
- 3) indicted, convicted, or had a civil judgment rendered against it for any conduct or offenses described at 2 CFR § 180.800 in the Debarment Regulations; and
- 4) delinquent on any amounts due and owing to the U.S. Government or its agencies or instrumentalities as of the date of execution of this certification.

When signing this Certification in the space provided below, the undersigned authorized representative signing on the Lender’s behalf certifies and represents that the undersigned is fully authorized to sign on the Lender’s behalf, and that THE UNDERSIGNED HAS READ the Certifications referenced above AND IS CERTIFYING, as appropriate, to all the certifications set forth in the Certifications.

The undersigned authorized representative further certifies that to the best of its belief, it has complied with the terms and conditions of the working capital guarantee, all the information supplied in support of this claim is complete and true, and it has not withheld any material facts.

Signature: _____ Date: _____

Name: _____

Title: _____

Lender: _____

Address: _____

City: _____ State/Province: _____

Postal Code: _____

Telephone No.: _____

Email: _____