# ASSIGNMENT FOR WORKING CAPITAL GUARANTEE CLAIM (LENDER VERSION)

This Assignment is made pursuant to the terms of Section 5.04(a) of the Working Capital Guarantee Program Master Guarantee Agreement between _____ (the "Lender") and the Export-Import Bank of the United States ("EXIM"), dated _____, 20____and identified as Master Guarantee Agreement No.: __-MGA-05-_____ (the "Master Guarantee Agreement") with respect EXIM Transaction No. AP_____. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Master Guarantee Agreement.

For value received,_____[1] (the "Lender/Assignor") hereby assigns to EXIM without recourse all of its rights, title and interest in and to each of the items listed on Exhibit 1 hereto (the "Assigned Documents").

The Lender/Assignor hereby warrants that:

1. The Assigned Documents constitute all of the Lender/Assignor's rights, title and interest in: (a) the Loan Documents relating to the Loan Facility Obligations; (b) the Primary Collateral; (c) all other instruments, documents, items and property related to the applicable Loan Facility Obligations; (d) all other documents or endorsements, including any necessary UCC financing statements as required pursuant to Section 5.01(b)(iv) of the Master Guarantee Agreement; and (e) any and all other documents or instruments required to be assigned pursuant to Section 5.04(a) of the Master Guarantee Agreement.

2. Lender/Assignor holds all right, title and interest in the Assigned Documents.

3. Without EXIM's prior written consent, or as may be permitted in a Delegated Authority Letter Agreement, Lender/Assignor has not:

   a. amended or agreed to amend any Loan Document;

   b. released or agreed to release any Collateral applicable to the Loan Facility or released or agreed to release any Guarantor from its obligations, rescheduled or restructured the applicable Loan Facility, or undertaken any legal action with respect to any of the Loan Documents; or

      i. accelerated or agreed to accelerate the maturities of the applicable Loan Facility;

4. The person(s) executing this Assignment on behalf of the Lender/Assignor is duly authorized to do so.

Lender/Assignor further agrees that it shall, at its own cost and expense, execute and deliver such further documents and instruments and shall take any other such actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Assignment.

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[1]In most cases the Lender and Assignor should be the same entity. However, if Lender no longer holds right, title and interest in the Assigned Documents, use the alternative **"Affiliate Form"** of this Assignment.

IN WITNESS WHEREOF, the Lender/Assignor has caused this instrument to be executed and delivered this _____ day of _____, 20_____.

_____
(Name of Lender/Assignor)

By: _____
(Signature)

Name: _____
(Print)

Title: _____
(Print)

**Exhibit 1**

## LIST OF ASSIGNED DOCUMENTS

1. [Duly endorsed to EXIM, the Promissory Note, dated _____, executed by _____ in favor of Assignor, in the original principal sum of [$_____].

2. [Borrower Agreement, dated_____, between Assignor and [_____.]
(Borrower)

3. [[Guarantee of_____, dated as of _____ in favor of Assignor.]

4. [Security Agreement, dated as of _____, between the [_____] and
[Lender][Assignor]

5. [List of Primary Collateral consistent with Item 6A of the Loan Authorization Notice.]

6. [All other documents or endorsements, including any necessary amended UCC financing statements as required pursuant to Section 5.01 b. of the Master Guarantee Agreement, to evidence and effect the foregoing.]

7. [Any other instruments or documents reasonably request by EXIM.]