



CLAIM DETAILS FORM
PORTFOLIO BCAP GUARANTEE - MID-MARKET PROGRAM

Date: _____

To: Export Development Canada (“EDC”)
150 Slater Street
Ottawa, ON K1A 1K3
Canada

Institution (on its own behalf or as Administrative Agent, as applicable): _____

Obligor (borrower): _____

Guaranteed Amount: _____ **Reference Number:** _____

Failure To Pay Date: _____ **Notice of Intent to Enforce Date:** _____

Subject: Notice of Intent to Enforce, dated as of the Notice of Intent to Enforce Date
under the Portfolio BCAP Guarantee - Mid-Market Program with the above Reference Number
in respect of the Obligor
(“the Transaction”)

Further to our Notice of Intent to Enforce, we are hereby submitting the details of our Claim. All capitalized terms used in this form defined in the Portfolio BCAP Guarantee Mid-Market Program Guarantee between EDC and the Institution (as amended or restated from time to time, the “**Agreement**” or the “**EDC Guarantee**”) have the meanings ascribed to them therein, except to the extent that such terms are defined or modified in this form or the context otherwise requires.

1. Summary of the Default

The Default resulted from the Obligor’s failure to pay on the Failure to Pay Date (i) all or any part of amounts owing under a Transaction pursuant to an acceleration demand made by Institution or (ii) all or part of amounts owing under a Transaction at stated maturity or mandatory prepayment or as a result of the Obligor’s bankruptcy, insolvency, winding-up, liquidation, dissolution, or any similar proceeding. The underlying default was the following:

2. **Summary of the realization:**

Institution has completed Enforcement Action against the Transaction Parties (as determined solely by the Institution, acting reasonably). The circumstances are the following: [include a detailed explanation of the reason for company's default, a brief summary of the realization process and any additional comments that Institution deems relevant to the realization (if applicable)].

3. **Calculation of the Guaranteed Amount:**

The following calculations result in the Guaranteed Amount. The Institution shall notify EDC promptly of any amounts it receives between the date indicated herein and the date of payment by EDC so that EDC may, if required pursuant to the EDC Guarantee, deduct the Guaranteed Percentage of these amounts from the Guaranteed Amount.

The Guaranteed Amount is defined as follows in the Agreement:

The amount corresponding to the sum of (a), (b) and (c) minus (d) below:

(a) the lesser of the following:

(i) the Maximum Obligor Liability; and

(ii) the Guaranteed Percentage of the principal outstanding in respect of the Transaction, which amount of principal outstanding shall exclude any amount by which the total principal outstanding exceeds the maximum aggregate principal amount available to the Obligor under the Transaction Agreement due solely to currency fluctuations;

plus,

(b) interest on the principal, calculated based on the Guaranteed Interest Rate applied to the amount in paragraph (a) accrued from the date of the Default to the date of payment of the Guaranteed Amount by EDC up to a maximum of one hundred and twenty (120) calendar days;

plus,

(c) if clauses (i) or (ii) of the definition of Default in the Agreement have occurred and the Standstill Period is in effect, interest on the principal, calculated based on the Guaranteed Interest Rate applied to the amount in paragraph (a) accrued from the date of such event to the end of the Standstill Period, provided that the total interest payable by EDC in paragraphs (b) and (c) shall not exceed one hundred and eighty (180) calendar days;

minus,

(d) the Guaranteed Percentage of any principal amounts advanced to the Obligor following a Default.

The application of this definition to outstanding amounts under the Transaction, as at the date indicated herein, results in the Guaranteed Amount indicated above based on the following calculations:

Principal

Principal: _____ (A)

Interest

1. Interest on the principal, calculated based on the Guaranteed Interest Rate applied to the amount in paragraph (a) above accrued from the date of the Default to the date of payment of the Guaranteed Amount by EDC up to a maximum of one hundred and twenty (120) calendar days, plus
2. if clauses (i) or (ii) of the definition of Default in the Agreement have occurred and the Standstill Period is in effect, interest on the principal, calculated based on the Guaranteed Interest Rate applied to the amount in paragraph (a) accrued from the date of such event to the end of the Standstill Period, provided that the total interest payable by EDC in 1. and 2. hereof shall not exceed one hundred and eighty (180) calendar days.

(Note that the total interest will be calculated by EDC and included in the final calculation of the Guaranteed Amount) _____ (B)

Recovered Amounts pursuant to Section 21 of the Agreement (show your calculations)

Recovered Amounts to be applied to the Transaction: _____ (C)

Enforcement Costs (if applicable) _____ (D)

Guaranteed Percentage **75%** (E)

Claim Payment Amount*

$((A) + (B) + (D) - (C)) \times (E) =$ _____

* To be adjusted once EDC has established the amount for (B) and verified all relevant information

4. **The Institution’s account for payment.** Payment by EDC of the Guaranteed Amount shall be made to the Institution’s wire transfer account number. Institution shall attach the wire transfer details when submitting this form to EDC.
5. **Supporting documentation.** Institution shall attach copies of the following documents in support of the statements made and information provided herein.

			If supporting documentation is missing, explain why.
Transaction accounts			
a)		Loan statement(s)	
b)		Transaction Documentation including any amendments	
Costs			
c)		Evidence of acceleration and enforcement costs incurred and paid by Institution	
Supporting documentation (where applicable)			
d)		Security documentation (i.e. security agreement(s), third party guarantee agreement(s), security registration search (es), subordination agreement(s), etc.)	
e)		Appraisals	
f)		Bankruptcy filings (i.e. notice, claim, reports from trustee, etc.)	
g)		Receivership filings (i.e. reports, court orders, etc.)	
h)		Sales and settlement agreements	
i)		Legal proceedings (i.e. litigation, judgements, legal opinions, etc.)	

The Institution: (i) declares that the payments under the Transaction Documentation have been allocated as provided for under the the terms of the Agreement, (ii) declares that none of the events listed in Section 12 and Section 13 of the Agreement have occurred (iii) acknowledges that EDC will rely on the accuracy of the statements made herein and the information provided herein or attached hereto, and (iv) acknowledges the terms of Section 16 of the Agreement.

If any conflict or inconsistency exists between the terms of this form and the Agreement, the terms of the Agreement shall govern and prevail.

The Institution

Select and attach an electronic signature

(or)

Print and sign

Name: _____

Title: _____

Date: _____

Select and attach an electronic signature

(or)

Print and sign

Name: _____

Title: _____

Date: _____

* EDC requires two signatures for the above information regardless of the Institution's internal authorization policies.