DEMAND DETAILS FORM (RESIDUAL)

EDC TRADE RECOVERY GUARANTEE ("TRG")

Date: _____

Export Development Canada ("**EDC**")
150 Slater Street
Ottawa, ON K1A 1K3
Canada

Institution: _____

Obligor (borrower): _____

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 Trade Recovery Guarantee in respect of the loan made to the Obligor with the above Reference Number ("**the Transaction**")

Further to our Notice of Intent to Enforce, we are hereby submitting the details of our Demand. The capitalized terms in this form are defined in the General Terms and Conditions of the Trade Recovery Guarantee and have the same meaning.

1. Summary of the Payment Default

The Payment Default resulted from the Obligor's failure to pay to the Institution on Failure to Pay Date all or part of amounts owing under the Transaction, when due, whether at stated maturity, mandatory prepayment, upon acceleration or by reason of bankruptcy, insolvency, winding up, liquidation, dissolution or any similar proceeding. The underlying default was the following:

2. **Exclusions under Guarantee:** The Institution has reviewed each exclusion or reduction of liability contained in Exclusions and Reduction of EDC's Liability Sections (as applicable) of the Guarantee and hereby:

◯ certifies that none of the exclusions or reductions of liability listed in such section has occurred.
OR

◯ certifies that none of the exclusions or reductions of liability listed in such section has occurred, other than

and EDC has provided a waiver, amendment or other agreement in respect of the foregoing.
OR

◯ is unable to make the above certifications, but nonetheless claims that it is eligible to make Demand under the Guarantee for the following reasons:

3. **Summary of the realization:** The Institution has exhausted all of its rights and remedies against the Obligor, the Guarantors and the Collateral. The exact 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 the Institution deems relevant to the realization (if applicable)].

4. **Payment of Fees.**

○ The Institution confirms that it has paid the Set-Up Fee, if any, and the Guarantee Fee required on the due dates required

   OR

○ The Institution has not paid the following Set-Up Fee and/or Guarantee Fee required on the due dates required:

5. **Calculation of the claim payment amount.** The following calculations result in a claim payment amount of CAD _____. 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 deduct the Guaranteed Percentage of these amounts from the claim payment amount.

The Guaranteed Amount is defined as 80% of the principal amount of the Transaction in the Trade Recovery Guarantee. In addition, the Maximum Liability per Obligor is defined as follows in the Trade Recovery Guarantee:

The Maximum Liability in respect of each Obligor shall be the lesser of:

      (i)   80% of the principal amount of the Transaction(s);

      and

      (ii)   CAD 5 Million;

      Plus, in either case, accrued and unpaid interest (calculated at the Guaranteed Interest Rate for up to the maximum calendar days of accrued and unpaid interest as specified in the Terms and Conditions of the Trade Recovery Guarantee) in respect to each Transaction.

The application of these definitions to outstanding amounts under the Transaction, as at the date indicated herein, results in a claim payment amount indicated above based on the following calculations:

Principal Principal:	CAD _____ (A)
Interest (Note that the total interest will be calculated by EDC and included in the final calculation of the claim payment amount) 	CAD _____ (B)

Realization Proceeds	

Proceeds of realization pursuant to the terms and conditions of the Trade Recovery Guarantee, as modified by the Special Conditions(show your calculations) minus enforcement costs Recovered amounts to be applied to the Transaction:	CAD _____ (C)
Enforcement Costs in respect of the Transaction (if applicable) (Should Enforcement Costs be in a currency other than that of Principal and Interest, please convert and provide EDC with the exchange rate applied)	CAD _____ (D)
Guaranteed Percentage	**80%** (E)
Claim Payment Amount* ((A) + (B) + (D) - (C)) x (E) =	CAD _____

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

6. **The Institution's account for payment.** Payment by EDC of the Guaranteed Amount shall be made to the following account belonging to the Institution: [attach the wire transfer details].

7. **Supporting documentation.** The Institution shall attach certified 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)	☐	Amendment(s) to the Transaction Documentation	
Costs			
c)	☐	Evidence of acceleration and enforcement costs incurred and paid by the 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 not been preferentially allocated to the amounts owing to the Institution other than the Guaranteed Amount, (ii) declares that none of the events listed in the Exclusions and Reduction of EDC's Liability Sections (as applicable) of the Trade Recovery Guarantee have occurred (ii) acknowledges that EDC will rely on the accuracy of the statements made herein and the information provided herein or attached hereto, and (iii) agrees to provide to EDC, upon request, any additional information or supporting evidence that EDC may require with respect to this Demand or in respect of any matter relevant to the Trade Recovery Guarantee.

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.