

LOAN GUARANTEE

NOTE: This form is completed by current Federal Government employees, and is therefore excluded from the Paperwork Reduction Act requirement as specified in the 5 CFR 1329.3, and OMB approval is not required for this form.

1. Lender's Name and Address: National Bank 123 Main Street Anytown, IN 54321 Telephone Number (Including Area Code): (765) 555-1234		2. Borrower's Name and Address: John R. Doe, Jr. 456 Any Road Anytown, IN 54321 Telephone Number (Including Area Code): (765) 555-4321				
3. Loan Type: <input checked="" type="checkbox"/> FO <input type="checkbox"/> OL <input type="checkbox"/> LOC <input type="checkbox"/> CL		4. FSA Account Number: <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;">A. State Code 12</td> <td style="width:33%;">B. County Code 034</td> <td style="width:33%;">C. FSA ID Number 567891011</td> </tr> </table>		A. State Code 12	B. County Code 034	C. FSA ID Number 567891011
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5. Loan Amount or Line of Credit Ceiling \$ 300,000.00	6. Guarantee Percent 90 %	7. Date of Promissory Note or Line of Credit Agreement 7/1/2021				
8. The loan is evidenced by (a) <u>one</u> notes described below. This instrument is attached to note (b) <u>12345-6</u> in the principal amount of (c) \$ <u>300,000.00</u> and is number (d) <u>one</u> of (e) <u>one</u>						
9. Lender Note ID Number	10. Principal Amount	11. Percent of Total Principal Amount	12. Guaranteed Amount			
12345-6	\$ 300,000.00	100	\$ 270,000.00			
	\$		\$			
	\$		\$			
	\$		\$			
TOTALS:	13. Total Principal Amount of Column 10 Equals Loan Amount in Item 5 \$ 300,000.00	14. Total Percentage of Column 11 must Equal 100% 100%	15. Total Guaranteed Amount of Column 12 must Equal Item 5 Multiplied by Item 6 \$ 270,000.00			

NOTE: Copy of Note covered by this agreement must be attached.

16. In consideration of the lender making the listed loans or line of credit advances, the United States of America, acting through the Farm Service Agency of the United States Department of Agriculture (hereafter called "Government"), pursuant to the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et. seq.), agrees that in accordance with and subject to the conditions and requirements in this Loan Guarantee, it will pay to:
- A. Any holder, 100 percent of any loss on the guaranteed portion held by such holder and on interest due on such portion.
 - B. The lender, any loss sustained by such lender on the guaranteed portion including:
 - (1) Principal and interest indebtedness as evidenced by the notes or by assumption agreements,
 - (2) Any loan subsidy due and owing, and
 - (3) Principal and interest indebtedness on authorized protective or emergency advances for protection and preservation of collateral.
17. If the Government conducts the liquidation of the loan, loss occasioned to a lender by accruing interest after the date the Government accepts responsibility for liquidation will not be covered by this Loan Guarantee. The lender will discontinue interest accrual on the defaulted loan at the time the estimated loss claim is paid by the Agency. The Agency will not pay interest beyond 210 days from the payment due date.

In the case of a Chapter 7 bankruptcy, in cases where the lender filed an estimated loss claim, the Agency will pay the lender interest which accrues during and up to 45 days after the date of discharge on the portion of the chattel only secured debt, that was estimated to be secured but was found to be unsecured upon final disposition, and up to 90 days after the date of discharge on the portion of real estate secured debt that was estimated to be secured but was found to be unsecured upon final disposition. The Agency will pay the lender interest which accrues during and up to 90 days after the time period the lender is unable to dispose of the acquired property due to state imposed redemption rights on any unsecured portion of the loan during the redemption period, if an estimated loss claim was paid by the Government during the liquidation action.

FSA-2242 (03-03-15)	U.S. DEPARTMENT OF AGRICULTURE Farm Service Agency	Position 2
ASSIGNMENT OF GUARANTEE		

PART A - BACKGROUND INFORMATION

1. Lender's Name and Mailing Address National Bank 123 Main Street Anytown, IN 54321	2. Agency's Name and Mailing Address Farm Service Agency 567 Main Road Anytown, IN 54321								
3. Holder's Name Mailing Address and Email Address Farmer Mac II LLC 9169 Northpark Dr Johnston, IA 50131 settlements@farmermac2.com	4. Borrower's Name John R. Doe, Jr.								
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10. The United States of America, acting through the Farm Service Agency (Government), entered into a loan guarantee using FSA-2235/FSA-1980-27, or predecessor RD-449-34 or earlier version of the Agency loan guarantee with the lender. This loan has been issued with (a) 90 % guarantee. The holder agrees to purchase, and the lender assigns (b) 100 % of the guaranteed portion of the loan representing (c) \$ 270,000.00 of such loan now outstanding according to the conditions in this agreement.

11. **SERVICING FEE:** The lender will retain a servicing fee of: (a) \$ _____ or (b) 1.00 %.

Copies of the following are attached:

- FSA-2235/FSA-1980-27, "Loan Guarantee," or predecessor RD-449-34, "Loan Note Guarantee," or earlier versions of the Agency's guaranteed document.
- Promissory Note.

PART B - LENDER CERTIFICATION: The Lender certifies or agrees that:

1. Guarantee Fee	It has paid any required guarantee fee to the Government in exchange for the issuance of the loan guarantee.
2. Knowledge of Borrower Prepayment	It has no knowledge or information, through the exercise of reasonable diligence, that would indicate the likelihood of default or prepayment.
3. Payment Funds	In the event of prepayment, any funds will be either the borrower's own funds, or funds borrowed by the borrower pursuant to a separate transaction, and the prepayment is in accordance with the loan documents.
4. Servicing Responsibilities	It will be responsible for servicing the entire loan and will remain mortgagee and secured party of record.
5. Loan Security	The entire loan will be secured by the same security with equal lien priority for the guaranteed and unguaranteed portions of the loan.
6. Remitting Payments	It will receive all payments of principal or interest (including any loan subsidy) and will promptly remit to the holder the holder's pro rata share determined according to the respective interests, in the loan, as agreed by the holder and lender.

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the basis of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.) Persons with disabilities, who wish to file a program complaint, write to the address below or if you require alternative means of communication for program information (e.g., Braille, large print, audiotope, etc.) please contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). Individuals who are deaf, hard of hearing, or have speech disabilities and wish to file either an EEO or program complaint, please contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (in Spanish).

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter by mail to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov. USDA is an equal opportunity provider and employer.

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No.	Call/Coll	Account	Officer	Initials
\$300,000.00	07-01-2021	07-01-2051	12345-6	30/28		J. Smith	JS

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "****" has been omitted due to text length limitations.

Borrower: John R. Doe, Jr.
456 Any Road
Anytown, IN 54321

Lender: National Bank
123 Main Street
Anytown, IN 54321

Principal Amount: \$300,000.00

Initial Rate: 5.00%

Date of Note: July 1, 2021

PROMISE TO PAY. John R. Doe, Jr. ("Borrower") promises to pay to National Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Three Hundred Thousand & 00/100 Dollars (\$300,000.00), together with interest on the unpaid principal balance from July 1, 2021, until paid in full.

PAYMENT. Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in 30 payments of \$19,515.43 each payment. Borrower's first payment is due July 1, 2022, and all subsequent payments are due on the same day of each year after that. Borrower's final payment will be due on July 1, 2051, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the annual interest rate over the number of days in a year, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the FARMER MAC 5-YEAR RESET COST OF FUNDS INDEX (COFI) NET YIELD (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each 5 YEARS STARTING January 1, 2027. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 4.00% per annum. The interest rate to be applied to the unpaid principal balance of this Note will be at a rate of 1.000 percentage point over the Index, resulting in an initial rate of 5.00% per annum. NOTICE: Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (A) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (B) increase Borrower's payments to cover accruing interest, (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

PREPAYMENT; MINIMUM INTEREST CHARGE. In any event, even upon full prepayment of this Note, Borrower understands that Lender is entitled to a minimum interest charge of \$36.00. Other than Borrower's obligation to pay any minimum interest charge, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: National Bank, 123 Main Street, Anytown, IN 54321.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged \$50.00.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the total sum due under this Note will bear interest from the date of acceleration or maturity at the variable interest rate on this Note. The interest rate will not exceed the maximum rate permitted by applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note: **Payment Default.** Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Cure Provisions. If any default, other than a default in payment is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured (and no event of default will have occurred) if Borrower, after

LOAN NUMBER	LOAN NAME	ACCT. NUMBER	NOTE DATE	INITIALS
12345-6	John R. Doe, Jr.		7/1/2021	
NOTE AMOUNT	INDEX (w/Margin)	RATE	MATURITY DATE	LOAN PURPOSE
\$300,000.00	Not applicable	5.00%	7/1/2051	
Creditor Use Only				

PROMISSORY NOTE
(Agricultural – Single Advance)

DATE AND PARTIES. The date of this Promissory Note (Note) is 7/1/2021. The parties and their addresses are:

LENDER:

National Bank
123 Main Street
Anytown, IN 54321

BORROWER:

John R. Doe, Jr.
456 Any Road
Anytown, IN 54321

1. **DEFINITIONS.** As used in this Note, the terms have the following meanings:
 - A. **Pronouns.** The pronouns “I,” “me,” and “my” refer to each Borrower signing this Note, individually and together with their heirs, successors and assigns, and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this Note. “You” and “Your” refer to the Lender, any participants or syndicators, successors and assigns, or any person or company that acquires an interest in the loan.
 - B. **Note.** Note refers to this document, and any extensions, renewals, modifications and substitutions of this Note.
 - C. **Loan.** Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Note.
 - D. **Loan Documents.** Loan Documents refer to all the documents executed as a part of or in connection with the Loan.
 - E. **Property.** Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.
 - F. **Percent.** Rates and rate change limitations are expressed as annualized percentages.
 - G. **Dollar Amounts.** All dollar amounts will be payable in lawful money of the United States of America.
2. **PROMISE TO PAY.** For value received, I promise to pay you or your order, at your address, or at such other location as you may designate, the principal sum of **\$300,000.00 (Principal)** plus interest from 7/1/2021 on the unpaid Principal balance until this Note matures or this obligation is accelerated.
3. **INTEREST.** Interest will accrue on the unpaid Principal balance of this Note at the rate of **5.00% percent (Interest Rate)** until 1/1/2027, after which time it may change as described in the Variable Rate subsection.
 - A. **Post-Maturity Interest.** After maturity or acceleration, interest will accrue on the unpaid Principal balance of this Note at the Interest Rate in effect from time to time, plus an additional 1.00% percent, until paid in full.
 - B. **Maximum Interest Amount.** Any amount assessed or collected as interest under the terms of this Note will be limited to the maximum lawful amount of interest allowed by state or federal law, whichever is greater. Amounts collected in excess of the maximum lawful amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.

- C. **Accrual.** Interest accrued using and Actual/365 days counting method.
- D. **Variable Rate.** The Interest Rate may change during the term of this transaction.

(1) Index. Beginning with the first Change Date, the Interest Rate will be based on the following index: **THE FARMER MAC 5 YEAR RESET COST OF FUNDS INDEX NET YIELD.**

The Current Index is the most recent index figure available on each Change Date. You do not guaranty by selecting this Index, or the margin, that the Interest Rate on this Note will be the same rate you charge on any other loans or class of loans you make to me or other borrowers. If this Index is no longer available, you will substitute a similar index. You will give me notice of your choice.

(2) Change Date. Each date on which the Interest Rate may change is called a Change Date. **The Interest Rate may change 1/1/2027 and every 5 years thereafter.**

(3) Calculation of Change. On each Change Date you will calculate the Interest Rate, which will be the **Current Index plus 1.00% percent.** Subject to any limitations, this will be the Interest Rate until the next Change Date. **The new Interest Rate will become effective on each Change Date.** The Interest Rate and other charges on this Note will never exceed the highest rate or charge allowed by law for this Note.

(4) Effect of Variable Rate. A change in the Interest Rate will have the following effect on the payments: **The amount of scheduled payments will change.**

- 4. **REMEDIAL CHARGES.** In addition to interest or other finance charges, I agree that I will pay these additional fees based on my method and pattern of payment. Additional remedial charges may be described elsewhere in this Note.

A. Late Charge. If a payment is more than ____ days late, I will charged ____ percent of the Unpaid Portion of Payment or \$____, whichever is greater. However, this charge will not be greater then \$____. I will pay this late charge promptly but only once for each late payment.

- 5. **PAYMENT.** I agree to pay this Note in 30 payments. A payment of \$19,515.43 will be due 7/1/2022 and on the same day of each year thereafter. I will make 5 scheduled payments of this amount. The scheduled payment amount may then change every 5 payments thereafter. Changes in the Interest Rate will not affect the scheduled payment amount during these periods. With each scheduled payment change the payment amount will be adjusted to reflect changes in the Interest Rate during the remaining term of this Note. In addition, changes to the scheduled payment amounts are subject to changes in the Interest Rate as described in the Variable Rate subsection of this Note. **A final payment of the entire unpaid balance of Principal and Interest will be due 7/1/2051.**

Payments will be rounded to the nearest \$0.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month.

Each payment I make on this Note will be applied first to escrow that is due, then to interest that is due, then to principal that is due, then to late charges that are due, and finally to any charges that I owe other than principal and interest. If you and I agree to a different application of payments, we will describe our agreement on this Note. You may change how payments are applied in your sole discretion without notice to me. The actual amount of my final payment will depend on my payment record.

- 6. **PREPAYMENT.** I may prepay this Loan in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full.
- 7. **ADDITIONAL TERMS.** "DEFAULT SHALL ALSO EXIST IF ANY PROCEEDS ARE USED FOR A PURPOSE THAT WILL CONTRIBUTE TO THE EXCESSIVE EROSION OF HIGHLY ERODIBLE LAND TO THE CONVERSION OF WETLAND TO PRODUCE OR TO MAKE POSSIBLE THE PRODUCTION OF AN AGRICULTURAL COMMODITY, FURTHER EXPLAINED IN 7 CFR PART 1940. SUBPART G. EXHIBIT M."

<p>John R. Doe, Jr. 456 Any Road Anytown, IN 54321</p> <p>BORROWER'S NAME AND ADDRESS "I" includes each borrower above, joint and severally.</p>	<p>National Bank 123 Main Street Anytown, IN 54321</p> <p>LENDER'S NAME AND ADDRESS "You" means the lender, its successors and assigns.</p>	<p>Loan Number <u>12345-6</u> Date <u>7/1/2021</u> Maturity Date <u>7/1/2051</u> Loan Amount \$ <u>300,000.00</u> Renewal Of _____</p>
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For value received, I promise to pay to you, or your order, at your address listed above the **PRINCIPAL** sum of Three Hundred Thousand and 00/100 Dollars \$ 300,000.00

- Single Advance:** I will receive all of this principal sum on _____. No additional advances are contemplated under this note.
- Multiple Advance:** The principal sum shown above is the maximum amount of principal I can borrow under this note. On _____ I will receive the amount of \$ _____ and future principal advances are contemplated.
- Conditions:** The conditions for future advances are _____

- Open End Credit:** You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on _____.
- Closed End Credit:** You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

INTEREST: I agree to pay interest on the outstanding principal balance from 7/1/2021 at the rate of 5.00 % per year until 1/1/2027.

Variable Rate: This rate may then change as stated below.

Index Rate: The future rate will be 1.00% over _____ the following index rate: Farmer Mac 5-Year Reset Cost of Funds Index (COFI) Net Yield

No Index: The future rate will not be subject to any internal or external index. It will be entirely in your control.

Frequency and Timing: The rate on this note may change as often as 1/1/2027 and every 5 years thereafter. A change in the interest rate will take effect same day.

Limitations: During the term of this loan, the applicable annual interest rate will not be more than _____ % or less than _____ %. The rate may not change more than _____ % each _____.

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:

The amount of each scheduled payment will change. The amount of the final payment will change.

ACCRUAL METHOD: Interest will be calculated on a Actual/365 basis.

POST MATURITY DATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

On the same fixed or variable rate basis in effect before maturity (as indicated above).

At a rate equal to _____.

LATE CHARGE: If a payment is made more than _____ days after it is due, I agree to pay a late charge of _____.

ADDITIONAL CHARGES: In addition to interest, I agree to pay the following charges with are are not included in the principal amount above: _____.

PAYMENTS: I agree to pay this note as follows:

Interest: I agree to pay accrued interest _____.

Principal: I agree to pay the principal _____.

Installments: I agree to pay this note in 30 payments. The first payment will be in the amount of \$ \$19,515.43 and will be due 7/1/2022. A payment of \$ \$19,515.43 will be due 1st day of each July thereafter. The final payment of the entire unpaid balance of principal and interest will be due 7/1/2051.

ADDITIONAL TERMS:

<p><input type="checkbox"/> SECURITY: This note is separately secured by (describe separate document by type and date): _____</p> <p>(This section is for your internal use. Failure to list a separate security document does not mean the agreement will not secure this note.)</p>	<p>PURPOSE: The purpose of the loan is _____.</p> <p><input type="checkbox"/> CONFESSION OF JUDGMENT: I agree to the terms of the "Confession of Judgment" paragraph on page 2.</p> <p>SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGE 2). I have received a copy on today's date.</p>
<p>Signature for Lender</p> <p>_____</p> <p>_____</p>	<p>_____</p> <p>_____</p> <p>_____</p>