

UNITED STATES DEPARTMENT OF AGRICULTURE  
RURAL DEVELOPMENT

ASSIGNMENT GUARANTEE AGREEMENT

Type of Loan:  Community Facilities     Water and Waste     Business and Industry     Renewable Energy/  
Energy Efficiency

Case Number \_\_\_\_\_

\_\_\_\_\_ (Lender) has made a loan to  
\_\_\_\_\_ in the principal amount of

\$ \_\_\_\_\_ as evidenced by a note dated \_\_\_\_\_. The United States of  
America, acting through the U.S. Department of Agriculture (USDA) entered into a Loan Note Guarantee (RD Form 5001-7) with the  
Lender applicable to such loan to guarantee the loan.

\_\_\_\_\_ (Holder) desires to purchase from the  
Lender \_\_\_\_\_ % of the guaranteed portion of such loan. Copies of Borrower's note and the Loan Note  
Guarantee are attached hereto as a part hereof.

**NOW, THEREFORE, THE PARTIES AGREE:**

1. The principal amount of the loan now outstanding is \$ \_\_\_\_\_. The Lender hereby assigns to the  
Holder \_\_\_\_\_ % of the guaranteed portion of the loan representing \$ \_\_\_\_\_ of  
such loan now outstanding in accordance with all of the terms and conditions hereinafter set forth. The Lender and USDA certify to the  
Holder that the Lender has paid and USDA has received the guarantee fee in exchange for the issuance of the Loan Note Guarantee.

2. **Loan Servicing.** The Lender will be responsible for servicing the loan in accordance with the Lender's Agreement, 7 CFR part 5001,  
and their current written policies and procedures that exceed USDA's requirements. The Lender will remain mortgagee and secured  
party of record. The loan will be secured by the same security with equal lien priority for the guaranteed and unguaranteed portions of the  
loan.

The Lender will receive all payments on account of principal of and interest on the loan and shall promptly remit to the Holder its  
pro rata share thereof determined according to their respective interests in the loan, less only the Lender's servicing fee.

3. **Servicing Fee.** The Holder agrees that the Lender will retain a servicing fee of \_\_\_\_\_ percent per annum of  
the unpaid balance of the guaranteed portion of the loan assigned hereunder.

4. **Purchase by Holder.** The Holder will hereby succeed to all payments of the Lender under the Loan Note Guarantee to the extent  
of the portion purchased. The Lender, however, will remain bound by all obligations under the Loan Note Guarantee and the program  
regulations found in 7 CFR part 5001, now in effect and future USDA program regulations not in conflict with the provisions hereof.

5. **Full Faith and Credit.** The Loan Note Guarantee constitutes an obligation supported by the full faith and credit of the United  
States and is incontestable except for fraud or misrepresentation of which the Holder has actual knowledge at the time of this  
assignment, or which it participates in or condones. The guarantee will be unenforceable to the extent that any loss is occasioned by  
a provision for interest on interest.

6. **Rights and Liabilities.** The guarantee and right to require purchase will be directly enforceable by the Holder notwithstanding  
any fraud or misrepresentation by the Lender or any unenforceability of this Loan Note Guarantee by the Lender except for fraud or  
misrepresentation of which the Holder had actual knowledge at the time it became the Holder or in which the Holder participates or  
condones. Nothing contained herein will constitute any waiver by USDA of any rights it possesses against the Lender. The Lender  
will be liable for and will promptly pay to USDA any payment made by USDA to the Holder which, if the Lender had held the guaran-  
teed portion of the loan, USDA would not be required to make.

*According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number  
for this information collection is 0000-0000. The time required to complete this information is estimated to average 2 hours per response, including the time for reviewing instructions,  
searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*

**7. Repurchase by the Lender or USDA.** The repurchase by the Lender or USDA will be in accordance with 7 CFR part 5001.

**8. Lender's Obligations.** The Lender consents to the purchase by USDA of the note or the Holder's interest and agrees to furnish on request by USDA a current statement certified by an appropriate authorized officer of the Lender of the unpaid principal and interest then owed by the Borrower on the loan and the amount then owed to any Holder. The Lender agrees that any purchase by USDA does not change, alter or modify any of the Lender's obligations to USDA arising from said loan or guarantee nor does it waive any of USDA's right against the Lender, and that USDA shall have the right to set-off against the Lender all rights inuring to USDA as the Holder of this instrument against USDA's obligation to the Lender under the Loan Note Guarantee.

**9. Reassignment.** The Holder may reassign the unpaid guaranteed portion of the loan sold hereunder. The assignee will succeed to all rights and obligations of the Holder hereunder.

**10. Notices.** All notices and actions will be initiated through the USDA at address:

LENDER:

ADDRESS:

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_ (SEAL)

Title \_\_\_\_\_

Date \_\_\_\_\_

HOLDER:

ADDRESS:

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_ (SEAL)

Title \_\_\_\_\_

Date \_\_\_\_\_

UNITED STATES OF AMERICA  
Department of Agriculture

ADDRESS: \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_