

CONDITIONAL COMMITMENT

Lender Name:	Case No.:
Lender's Address:	Borrower:
Borrower's Tax ID:	Principal Amount of Loan:
Type of Loan: <input type="checkbox"/> Community Facilities <input type="checkbox"/> Water and Waste <input type="checkbox"/> Business and Industry <input type="checkbox"/> Renewable Energy/ Energy Efficiency	

Interest Rate Information: <input type="checkbox"/> Variable <input type="checkbox"/> Fixed <input type="checkbox"/> Both	FIXED: Guaranteed Rate _____ Unguaranteed Rate _____
If Both: Projected Effective Rate _____	
VARIABLE: Name of Published Index: _____	
Guaranteed Portion: Interest Rate _____ Rate Cap _____ Rate Index _____ Payment Cap _____ Rate Change Period _____ Rate Incremental Difference +/- _____	
Unguaranteed Portion: Interest Rate _____ Rate Cap _____ Rate Index _____ Payment Cap _____ Rate Change Period _____ Rate Incremental Difference +/- _____	

The United States of America acting through the United States Department of Agriculture (USDA) hereby agrees that, in accordance with applicable provisions of the regulations, it will execute Form RD 5001-7, "Loan Note Guarantee," subject to the conditions and requirements specified in the regulations and herein.

The Loan Note Guarantee fee payable by the Lender will be the amount specified in the applicable Federal Register notice as determined by the date of this Conditional Commitment.

A Loan Note Guarantee will not be issued until the Lender certifies that there has been no adverse change in the Borrower's financial condition, nor any other adverse change in the Borrower's condition, for any reason, during the period of time from USDA's issuance of this Conditional Commitment for Guarantee to issuance of the Loan Note Guarantee regardless of the cause or causes of the change and whether the cause or causes of the change were within the Lender's or Borrower's control. The Lender's certification must address all adverse changes and be supported by financial statements of the Borrower and its guarantors executed not more than 60 days before the time of certification. As used in this paragraph only, the term "Borrower" includes any parent, affiliate, or subsidiary of the Borrower.

In the event of the Government's failure to issue a guarantee in a situation where the Government is found to be in breach, the other party's remedy is limited to a suit for the guaranteed portion of principal and interest which ultimately remains unpaid.

This agreement becomes null and void unless the conditions are accepted by the Lender and Borrower within 60 days from the date of issuance by USDA.

Except as set out below, the purposes for which the loan funds will be used and the amounts to be used for such purposes are set out in the Application for Loan Guarantee. Once this instrument is executed and returned to USDA, no major change of conditions or approved loan purpose will be considered.

Additional Conditions and Requirements as delineated in Attachment A of this form. 1/

If the conditions set forth in this commitment are not met by _____, USDA reserves the right to discontinue the processing of the application and terminate its commitment. If USDA decides to terminate this commitment, USDA will promptly inform the Lender. 2/

UNITED STATES OF AMERICA

By: _____

Date: _____

(Title)

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.

ACCEPTANCE OF CONDITIONS

To: USDA 3/

The Lender shall not represent this Conditional Commitment of Guarantee as a **guarantee**. The conditions of this Conditional Commitment for Guarantee including attachments are acceptable and the undersigned intends to proceed with the loan transaction.

(Name of Lender)

Date: _____

By: _____
(Signature for Lender)

(Name of Borrower)

Date: _____

By: _____
(Signature for Borrower)

- 1/ Insert any additional conditions or requirements in Attachment A; otherwise, insert "NONE".
- 2/ USDA will determine and insert the date by which conditions should be met.
- 3/ Return completed and signed copy of this form to USDA issuing office.

ATTACHMENT A

ADDITIONAL CONDITIONS AND REQUIREMENTS

(Attach any additional conditions and/or requirements required for this Conditional Commitment)