

(See Page 3 for the Privacy Act and Public Burden Statements)

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<b>FSA-2543</b> (12-31-07)	<b>U.S. DEPARTMENT OF AGRICULTURE</b> Farm Service Agency	Position 3
<h2 style="margin: 0;">SHARED APPRECIATION AGREEMENT</h2>		
Full Case Number:            -        - <b>0</b>		

1. This Agreement is entered into between the Farm Service Agency (FSA) and (a) \_\_\_\_\_  
 \_\_\_\_\_  
 (Borrower) on (b) \_\_\_\_\_ and will be due on (c) \_\_\_\_\_  
 (5 years), or sooner, if certain event(s) occur. (See Item 8).
  
2. FSA has agreed to write down a portion of Borrower's FSA Farm Loan Programs (FLP) debt. Borrower's FLP loans prior to the writedown are described below:

(a) Fund Code	(b) Loan No.	(c) Note Date	(d) Note Amount \$	(e) Interest Rate %	(f) Due Date	(g) Full/Partial

3. As of the date of this Agreement, before writedown, the unpaid principal and interest on the above described note(s) was \$ \_\_\_\_\_ .
4. The total amount of writedown is \$ \_\_\_\_\_ .
5. The Farm Loan Programs notes remaining after writedown are as follows:

(a) Fund Code	(b) Loan No.	(c) Note Date	(d) Note Amount \$	(e) Interest Rate %	(f) Due Date

*The U.S. Department of Agriculture (USDA) prohibits discrimination in all its program and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information ( Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.*

6. The market value of all real property securing the notes described in Items 2 and 5 (Notes), and this agreement as of the date of this agreement is \$ \_\_\_\_\_.
7. This agreement and the Notes are secured by the following real estate security instruments (Security Instruments):

(a) Date of Security Instrument	(b) Records of County	(c) State	(d) Filing Information (Book, Reel, Page, etc.)	(e) Grantor

8. **In consideration of FSA** writing down the above amounts and restructuring Borrower's FLP loans, Borrower agrees to pay a portion of the increase in market value (appreciation) of the real estate described in the Security Instruments if the market value of the real estate increases between the date of this agreement and the end of the 5-year period, or sooner if one of the following occur:
- A. All of the loans are paid in full or otherwise satisfied;
  - B. Borrower stops farming;
  - C. Any of the Notes are accelerated;
  - D. When any of the real estate security property, described in the Security Instruments, is sold or conveyed prior to the expiration date of this agreement. "Convey" includes sale, gift, contract for sale, purchase agreement, or foreclosure. "Convey" does not include transfer of title to spouse upon death of the borrower. Collection of shared appreciation, however, will take place if the surviving spouse sells or conveys the subject property, ceases farming, pays the Notes in full or at the end of the term of this agreement, whichever comes first. If Borrower sells a portion of the real estate property, the amount of shared appreciation due will only be calculated on the portion sold. This agreement will remain in effect until the end of the 5-year period to cover any real estate security not sold.
9. The amount of shared appreciation due FSA will depend on when the shared appreciation is considered due and payable as described in Item 8 and the applicable payment schedule described below. The total amount due FSA will never exceed the amount of writedown described in Item 4. The amount due will be based on the positive appreciation in the market value of the real property described in the Security Instruments and calculated in accordance with 7 C.F.R part 766 as follows:
- A. Seventy-five (75) percent of any positive appreciation if within 4 years or less from the date of this agreement, any of the events listed in Item 8 occurs.

- B. Fifty (50) percent of any positive appreciation on the 5th anniversary of this agreement, or sooner, if after 4 years from the date of this agreement any of the events listed in Item 8 occurs.
- 10. For purposes of determining the amount of shared appreciation due, the market value of the property may be reduced by the contributory value of certain capital improvements on the property in accordance with 7 C.F.R part 766.
- 11. If Borrower is unable to pay the shared appreciation due, such amount may be amortized to a shared appreciation payment agreement under terms and conditions defined in 7 C.F.R part 766.
- 12. If Borrower violates the terms of this agreement, FSA can accelerate all Borrower notes and liquidate the security property.

13A. Print Borrower Name	13B. Borrower's Signature	13C. Date
14A. Print Borrower Name	14B. Borrower's Signature	14C. Date
15A. Print Borrower Name	15B. Borrower's Signature	15C. Date
16A. Print Borrower Name	16B. Borrower's Signature	16C. Date
17A. Authorized Agency Official Name		17B. Authorized Agency Official Title
17C. Signature of Authorized Agency Official		17D. Date

**NOTE:** *The following statements are made in accordance with the Privacy Act of 1974 (5 USC 552a): the Farm Service Agency (FSA) is authorized by the Consolidated Farm and Rural Development Act, as amended (7 USC 1921 et seq.), or other Acts, and the regulations promulgated thereunder, to solicit the information requested on its application forms. The information requested is necessary for FSA to determine eligibility for credit or other financial assistance, service your loan, and conduct statistical analyses. Supplied information may be furnished to other Department of Agriculture agencies, the Internal Revenue Service, the Department of Justice or other law enforcement agencies, the Department of Defense, the Department of Housing and Urban Development, the Department of Labor, the United States Postal Service, or other Federal, State, or local agencies as required or permitted by law. In addition, information may be referred to interested parties under the Freedom of Information Act (FOIA), to financial consultants, advisors, lending institutions, packagers, agents, and private or commercial credit sources, to collection or servicing contractors, to credit reporting agencies, to private attorneys under contract with FSA or the Department of Justice, to business firms in the trade area that buy chattel or crops or sell them for commission, to Members of Congress or Congressional staff members, or to courts or adjudicative bodies. Disclosure of the information requested is voluntary. However, failure to disclose certain items of information requested, including Social Security Number or Federal Tax Identification Number, may result in a delay in the processing of an application or its rejection.*

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