

LENDER'S AGREEMENT

Lender:	Tax Identification Number:
Lender Address:	Telephone Number:

Regulated Lender ____ 5001.130(b) Non-Regulated Lender ____ 5001.130(c) Non-Regulated Lender serving Tribal Trust Lands ____ 5001.130(d)

I. General Provisions

Purpose.

The undersigned lender (Lender) is designated as an approved Lender upon Agency execution of this agreement for the purpose of processing, requesting Loan Note Guarantees, and servicing those loans as authorized herein and under 7 CFR part 5001. The Lender enters into this agreement as a condition for obtaining guarantees under this regulation.

The United States of America, acting through the United States Department of Agriculture (USDA), agrees to enter into Loan Note Guarantees with the Lender issued pursuant to 7 CFR part 5001, and to participate in a percentage of any loss on any such loans not to exceed the amount established in the Loan Note Guarantee. The terms of the Loan Note Guarantee are controlling.

Agreement.

The Lender certifies that it has read, understands, and will originate, service, and otherwise operate in accordance with the provisions of 7 CFR part 5001, which are incorporated into this agreement by reference. The Lender further agrees to be bound by future USDA program regulations not inconsistent with the current provisions of 7 CFR part 5001.

Duration of the Agreement.

This agreement applies to all guaranteed loans made by the Lender pursuant to 7 CFR part 5001 from the date of this agreement until revoked or expired.

Revocation.

USDA or the Lender may revoke this agreement with 30 days prior written notice to the other party. Any revocation will not affect the status of any loan guarantees that have been already issued. Any revocation by USDA will be subject to any appeal right the Lender may have pursuant to 7 CFR part 11.

Expiration.

A non-regulated lending entity must renew its approval status in accordance with 5001.130(c)(4), 5 years from the date the Agency executes the lender's agreement. Expired agreements are not subject to appeal rights.

Modification of Agreement.

This Agreement may only be modified in writing by both parties.

Other Requirements.

This Agreement is also subject to the requirements of other applicable law. This Agreement shall be interpreted in accordance with Federal law. Any conflict between the terms of this Agreement, or any other agreement entered into by the Lender and USDA with 7 CFR part 5001 will be interpreted in accordance with 7 CFR part 5001.

All sales of the Loan Note Guarantee, including subsequent sales, must be reported to the Agency.

This Agreement is also subject to the requirements and provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Equal Credit Opportunity Act of 1974, Age Discrimination in Employment Act of 1975, Title XI of the Education Amendments of 1972, Title VIII Fair Housing Act Amendments Act of 1988, Executive Order 112466 (Construction Contracts), and Executive Order 12898 (Federal Action to Address Environmental Justice in Minority Populations and Low-income Populations, and Other Equal Opportunity and Nondiscrimination Requirements).

The Lender must ensure that the Borrower complies with the measures identified in the Agency's environmental review for the facility for the purpose of avoiding or reducing any adverse environmental impacts of the facility's construction or operation.

Successors and Assigns.

This Agreement shall be binding upon Lender's and USDA's successors and assigns.

The undersigned certifies, by their signature, that they are authorized to sign this Agreement on behalf of the Lender.

By: _____

(Signature)

(Name Typed or Printed)

Title: _____

Date: _____

The undersigned certifies, by their signature, that they are authorized to sign this Agreement on behalf of the Agency.

UNITED STATES OF AMERICA
Department of Agriculture

By: _____

(Signature)

Title: _____

(Name Typed or Printed)

*Date: _____

* For Non-Regulated Lenders this Lender's Agreement expires on January 31 , _____