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(See Page 3 for Privacy Act and Burden Statements.)

FSA-2221
(XX-XX-XX)

U.S. DEPARTMENT OF AGRICULTURE
Farm Service Agency

INTEREST ASSISTANCE AGREEMENT

PART A - BACKGROUND INFORMATION

1. Borrower's Name and Address	2. FSA Account Number		
	A. State Code	B. County Code	C. FSA ID Number
3. Lender's Name and Address	4. Type of Loan: ☐ OL ☐ OL-LOC		
5. Loan Closing Date	6. Principal Amount of Loan or Line of Credit Ceiling $		7. Lender's Loan Number

PART B - CONDITIONS OF INTEREST ASSISTANCE

1. Effective Dates

This agreement is effective beginning *(a)* _____ (*Date*) and expires on *(b)* _____ (*Date*)

2. Rate of Interest Assistance

In consideration of the lender's reduction of the interest charged the borrower's account, the United States of America, acting through the Farm Service Agency of the United States Department of Agriculture (FSA) pursuant to the Consolidated Farm and Rural Development Act (7 USC 1921 et seq) agrees that in accordance with and subject to the conditions and requirements in this agreement it will reimburse interest to the lender at a maximum of 4 percent per annum of the average daily principal balance, subject to limitations in FSA regulations. The full amount of interest assistance payments made by FSA to the lender will be passed on to the borrower.

The initial period of agreement begins *(a)* _____ (*Date*) and ends *(b)* _____ (*Date*)

3. Interest Rates

The lender may charge a fixed or variable interest rate during the term of the interest assistance agreement. The type of rate must be the same as the type of rate in the underlying note.

The interest rate that the lender will charge will be clearly indicated in the request for interest assistance. If a variable rate is charged, it will comply with 7 C.F.R. Part 762.

4. Interest Assistance Payments

FSA payments made in connection with interest assistance will be calculated using the average daily principal balance.

5. Annual Interest Assistance Claims and Payment

The initial interest assistance claim will be prepared by the lender using FSA-2222, "Request for Interest Assistance Payment" within 12 months after the ending date of the initial period specified in this agreement. The borrower must meet eligibility requirements in 7 C.F.R. Section 762.120 to renew interest assistance for subsequent claim periods. Subsequent claims will be filed by the lender within 12 months after the ending date of the claim period. Claims not filed within 1 year of the ending date of the claim period will not be paid, and the amount due the lender will be permanently forfeited.

6. Beginning Farmer Request for Continuation of Interest Assistance

This agreement may be renewed for up to an additional five years if at the expiration date in paragraph 1, the borrower is a beginning farmer, as defined in FSA regulations, and meets all the requirements of 7 C.F.R. Section 762.150. To request the extension, the lender will submit the documentation outlined in 7 C.F.R. Section 762.150.

PART B - CONDITIONS OF INTEREST ASSISTANCE

7. When Interest Assistance Payments Cease

For cases when FSA purchases a portion of the loan, interest assistance payments on the loan will cease. Interest assistance payments will cease upon termination of the loan guarantee, upon reaching the expiration date set forth in this agreement or upon cancellation by FSA. Interest assistance payments shall cease upon the assumption or transfer of the loan if the transferee was not liable for the debt at the time the assistance was granted in accordance with 7 C.F.R. Section 762.150. The lender shall complete FSA-2222 to request payment for the interest assistance through the date of the transfer or assumption of the guaranteed loan.

8. Cash Flow

The lender must document that a feasible plan is not possible without reducing the interest rate on the borrower's loan, with the debt scheduled over the maximum term typically used by lenders for similar type loans, within the limits in 7 C.F.R. Section 762.124. A borrower's new guaranteed loan is eligible for interest assistance if the borrower needs interest assistance to achieve a feasible plan. If significant changes in the borrower's cash flow budget are anticipated after the initial 12 months, then the typical cash flow budget must demonstrate that the borrower will still have a feasible plan, following the anticipated changes, with or without interest assistance. Feasible plan and cash flow budget are defined in 7 CFR Part 761 and must be calculated in accordance with that part.

9. Cancellation of Interest

Lender certifies that the amount of interest reduction on the borrower's account will be canceled as it becomes due.

10. Regulatory Changes

This agreement is subject to the present regulations of the FSA and its future regulations not inconsistent with the provisions of this agreement.

11. Cancellation

The interest assistance agreement is incontestable except for fraud or misrepresentation of which the lender has actual knowledge at the time this agreement is executed or for which the lender participates in or condones.

12. Excessive Interest Assistance

FSA may amend or cancel this agreement and collect from the lender any amount of payment granted as a result of incomplete or inaccurate information, computation errors, or other circumstances which resulted in interest assistance payment that the lender was not entitled to receive.

13. Access to Lender's Files

Upon request by FSA, the lender will permit representatives of FSA (or other agencies of the U.S. Department of Agriculture) to inspect and make copies of any of the records of the lender pertaining to FSA guaranteed loans. Such inspection and copying may be made during regular office hours of the lender, or any other time the lender and FSA find convenient.

To the extent permitted by law and the supervisory agency, the lender agrees to allow FSA access to audit findings by the lender's supervising agency when examining interest assistance claims.

PART C - CERTIFICATIONS

1A. Name of Borrower	1B. Signature of Borrower	1C. Date
2A. Name and Title of Lender's Representative *(Print)*	2B. Signature of Lender's Representative	2C. Date
3A. Name and Title of Authorized FSA Official *(Print)*	3B. Signature of Authorized FSA Official	3C. Date

Privacy Act Statement: *n accordance with the Privacy Act, 5 U.S.C. § 552a, as amended, the authority for requesting the information identified on this form includes the Consolidated Farm and Rural Development Act (7 U.S.C. § 1921 et seq.) and applicable USDA farm loan and loan servicing regulations. The information collected on this form will be used to establish and administer interest assistance agreements, determine eligibility for interest subsidy payments, verify loan status, and support associated financial management and servicing activities. The information collected on this form may be disclosed to other Federal, State, local government agencies, Tribal agencies, and lending institutions participating in USDA loan guarantee or interest assistance programs, as authorized by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notices for USDA/FSA-2 and USDA/FSA-14, and applicable confidentiality laws, including 7 U.S.C. § 8791. Providing this information is voluntary; however, failure to provide it may delay or prevent determination of eligibility for interest assistance payments or administration of related loan servicing benefits.*

Public Burden Statement (Paperwork Reduction Act): *Under the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not 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 0560-0155. The time required to complete this information collection is estimated to average 15 minutes 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden by emailing to: askusda@usda.gov* ***RETURN THIS COMPLETED FORM TO YOUR LOCAL FSA OFFICE.***

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Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at https://www.usda.gov/oascr/how-to-file-a-program-discrimination-complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Mail Stop 9410, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

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