

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT

ASSIGNMENT GUARANTEE AGREEMENT

PROGRAM: Business and Industry (7 CFR 5001.1(a)(3))

USDA Borrower Loan Identification Number: # as it appears on 5001-4

Lender Name (as it appears on 5001-4) _____ (Lender) has

made a loan to Borrower Name (as it appears on 5001-4) (Borrower) in

the principal amount of \$ 1,000,000 as evidenced by a Promissory Note(s) dated August 3, 2023

The United States of America, acting through the U.S. Department of Agriculture (USDA), entered into a Loan Note Guarantee with the Lender applicable to such loan to guarantee the loan not to exceed 80 percent of the amount of the principal advanced and any interest due thereon as provided therein. The guaranteed portion of the loan is \$ 800,000.00

The principal amount of the loan is evidenced by One Promissory Note(s) described below. The guaranteed portion of each Promissory Note is indicated below.

Add/ Remove	Lender's Identifying Loan Number	Lender's Promissory Note Number	Face Amount of Note	Percent of Guarantee	Amount Guaranteed
+ -	1234567	One	\$1,000,000.00	80	\$800,000.00
+ -					

FHN Financial Capital Markets _____ (Holder) desires to purchase from Lender 100 percent of the guaranteed portion of Promissory Note Number One. Copies of Borrower's Promissory Note(s) and Loan Note Guarantee are attached hereto as a part hereof. Upon execution, a copy of all Assignment Guarantee Agreements associated with a Promissory Note will be attached to the original Promissory Note to be physically retained by original Lender. The original of the Assignment is retained by the Holder. Holder's rights to payments are listed herein. All terms not otherwise defined have the definitions given to them in the 7 CFR part 5001.3. This Assignment Guarantee Agreement is effective on the date of the last signature date set forth below.

NOW, THEREFORE, THE PARTIES AGREE:

1. The principal amount of the Promissory Note now outstanding is \$ 1,000,000.00. Lender hereby assigns to Holder 100 percent of the guaranteed portion of the Promissory Note representing \$ 800,000.00 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 and any applicable fees.
2. **Loan Servicing.** The Lender is responsible for servicing the entire loan and will remain mortgagee and secured party of record. The entire 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, or interest on, the entire 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.** Holder agrees that Lender will retain a servicing fee of 0.25 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 rights of the Lender under the Loan Note Guarantee to the extent of the assigned portion of the loan in accordance to the terms and conditions of the program regulations found in 7 CFR part 5001. The Lender, however, will remain bound by all obligations under the Loan Note Guarantee and the program regulations found in 7 CFR part 5001.

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 it becomes such a Lender or Holder of this assignment, or which it participates in or condones.
6. **Rights and Liabilities.** A Holder can make written demand on either the Lender or the Agency to repurchase the unpaid guarantee portion of the loan when the Borrower is in monetary default or when the Lender has failed to pay the Holder its pro-rata share of any payment made by the Borrower within 30 days of the Lender's receipt thereof from the Borrower. When making written demand on the Lender, the Holder must concurrently send a copy of the demand letter to the Agency. The Loan Note Guarantee and right to require purchase will be directly enforceable by Holder notwithstanding any fraud or misrepresentation by Lender or any unenforceability of the Loan Note Guarantee by Lender. Nothing contained herein shall constitute any waiver by USDA of any rights it possesses against the Lender, and the Lender agrees that Lender will be liable and will promptly reimburse USDA for any payment made by USDA to Holder which, if such Lender had held the guaranteed portion of the loan, USDA would not be required to make.
7. **Repurchase by the Lender (Defaults).** The Lender may repurchase the unpaid guaranteed portion of the loan from the Holder upon written demand by the Holder. The repurchase by the Lender will be for an amount equal to the unpaid guaranteed portion of principal and accrued interest, in accordance with 7 CFR .5001.450(c), less the Lender's servicing fee. Upon repurchase the Holder will re-assign the Assignment Guarantee Agreement to the Lender without recourse. The Lender or the Agency will issue an interest termination letter to the Holder establishing the termination date for interest accrual if the default is not cured. The Loan Note Guarantee will not cover interest to the Holder accruing after 90 days from the date of the interest termination letter.
8. **Purchase by USDA.** If Lender does not repurchase as provided by paragraph 7, USDA will purchase from Holder the unpaid principal balance of the guaranteed portion together with accrued interest to date of repurchase less any Lender's servicing fee, within 30 days after written demand to USDA from Holder.

The Lender or the Agency will issue an interest termination letter to the Holder establishing the termination date for interest accrual. The Loan Note Guarantee will not cover interest to any Holder accruing after 90 days from the date of the interest termination letter. Any demand will include a copy of the written demand made upon the Lender. The Holder, or its duly authorized agent, will also include evidence of its right to require payment from USDA. Such evidence will consist of the original of the Assignment Guarantee Agreement properly assigned to USDA without recourse including all rights, title, and interest in the Loan. USDA will be subrogated to all rights of Holder. The Holder will include in its demand the amount due including unpaid principal, unpaid interest to date of demand and interest subsequently accruing from date of demand to proposed payment date. The USDA will promptly notify the Lender of its receipt of the Holder's demand for payment. The Lender will promptly provide USDA with the information necessary for USDA's determination of the appropriate amount due to the Holder. Any discrepancy between the amount claimed by the Holder and the information submitted by the Lender must be resolved. USDA will notify both parties who must resolve the conflict before payment will be approved. Upon receipt of the appropriate information, USDA will review the demand for verification and remit the appropriate payment to Holder. USDA will issue payment no later than 30 calendar days from the date of demand. If there is a discrepancy between the amount claimed by the Holder and the information submitted by the Lender, such discrepancy will suspend the running of the 30-day payment requirement.

9. **Lender's Obligations.** Lender consents to any required purchase by USDA 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 Borrowers on the Loan and the amount then owed to any Holder. Lender agrees that any purchase by USDA does not change, alter or modify any of the Lender's obligations to USDA arising from this Loan Note Guarantee and applicable program regulations nor does it waive any of USDA's rights against Lender, and that USDA will have the right to set-off against Lender all rights inuring to USDA as the Holder of this instrument against USDA's obligation to Lender under the Loan Note Guarantee.
10. **Repurchase by Lender for Servicing.** If the Lender, Borrower, and Holder are unable to agree to restructuring of loan repayment, interest rate, or loan terms to resolve any loan problem or resolve any default, and, repurchase of the assigned portion of the loan is necessary to adequately service the loan, the Holder will reassign the guaranteed portion of the loan to the Lender. The reassignment must be for an amount not less than the holder's portion of unpaid principal and interest less the Lender's servicing fee. The Lender is encouraged to repurchase, upon written demand of holder, to facilitate the accounting of funds, resolve any loan problems, and prevent default, when reasonable. The Lender will provide written notification of its decision to the Holder and the Agency. The Lender will not repurchase from the Holder for arbitrage purposes or other purposes to further its own financial gain. Any repurchase will only be made after the Lender obtains USDA written approval. If the Lender does not repurchase the guaranteed portion from the Holder, USDA, at its option, may purchase such guaranteed portion for servicing purposes.

11. **Termination of Lender's Servicing Fee.** The Lender's servicing fee will stop on the date that interest was last paid by the Borrower when USDA purchases the guaranteed portion of the loan from a Holder. No such servicing fee may be charged to USDA and all loan payments and collateral proceeds received will be remitted to USDA on a pro rata basis according to its respective interest in the loan. The Lender is responsible for servicing the entire loan and will remain mortgagee and secured party of record.

12. **Reassignment.** A Holder, upon written notice to the Lender and the Agency, may reassign the unpaid guaranteed portion of the loan, in full, assigned under this assignment guarantee agreement. Holders can only reassign the complete block they have received and cannot subdivide or further split their interest in the guaranteed portion of a loan or retain an interest strip. Upon such notification, the assignee will succeed to all rights and obligations of the Holder hereunder. Subsequent assignments require notice to the Lender and Agency using any format, including that used by the Securities Industry and Financial Markets Association (formerly known as the Bond Market Association), together with the transfer of the original assignment guarantee agreement.

13. **Notices.** All notices will be initiated through the USDA Rural Development for (State of USDA Office) _____ (State) on the day of this instrument, at the following mailing address:

USDA Office
Street Address

UNITED STATES OF AMERICA
Department of Agriculture

By:

Agency Official

(Name: Printed or Typed)

Title:

Date:

LENDER: ABC Bank

Address:

By:

Lender Official

(Name: Printed or Typed)

Title:

Date:

HOLDER: FHN Financial Capital Markets

Address:

By:

(Name: Printed or Typed)

Title: _____

Date: